



# SHASTA COUNTY

---

## BOARD OF SUPERVISORS

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

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

## AGENDA

### REGULAR MEETING OF THE BOARD OF SUPERVISORS

**Tuesday, September 11, 2018, 9:00 AM**

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

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

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

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

### **CALL TO ORDER**

Invocation: Pastor Darrell Farley, Hillside Church

Pledge of Allegiance: Supervisor Moty

## **REGULAR CALENDAR**

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

### **BOARD MATTERS**

**R 1 Board Matters**

Adopt a resolution which recognizes Shasta County Probation Department, Deputy Probation Officer II, Daniel Irving as Shasta County's Employee of the Month for September 2018.

**No Additional General Fund Impact**

**Simple Majority Vote**

**R 2 Board Matters**

Adopt a proclamation which designates September 2018 as Prostate Cancer Awareness Month in Shasta County (Supervisor Morgan).

**No General Fund Impact**

**Simple Majority Vote**

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

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

## **CONSENT CALENDAR**

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

### **GENERAL GOVERNMENT**

**C 1 Auditor-Controller**

Approve and authorize the Chairman to sign the County claims list in the amount of \$30, as submitted.

**No Additional General Fund Impact**

**Simple Majority Vote**



**C 2     Administrative Office**

Adopt a resolution, effective July 26, 2018, which: (1) Authorizes the use of the Emergency Management Mutual Aid (EMMA) Plan Mutual Aid Memorandum of Agreement (MOA) agreement format for the request of non-law enforcement and non-fire response mutual aid from other counties due to the Carr Fire; and (2) designates signature authority to the County Executive Officer for EMMA Plan Mutual Aid MOAs, and all other Carr Fire-related non-law enforcement and non-fire response mutual aid agreements, including retroactive, as long as they are approved by the County Risk Manager and are approved as to form by County Counsel.

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

**C 3     Clerk of the Board**

Approve the minutes of the meeting held on August 14, 2018 as submitted.

**No General Fund Impact                                      Simple Majority Vote**

**C 4     Support Services-Personnel**

Adopt a resolution which suspends the following work restrictions for California Public Employees' Retirement System (CalPERS) retired annuitants due to the Carr Fire local emergency: (1) Requirement to reinstate retired annuitants in CalPERS prior to beginning employment with Shasta County; (2) limitation on hours worked to 960 hours in a fiscal year for all employers in the CalPERS retirement system; (3) rate of pay requirements; and (4) requirements to wait 60 days and 180 days following the date of retirement prior to becoming eligible for employment with Shasta County.

**General Fund Impact    Simple Majority Vote**

**HEALTH AND HUMAN SERVICES**

**C 5     Health and Human Services Agency-Adult Services**

Approve and authorize the Chairman to sign a retroactive amendment, effective July 1, 2018, to the agreement with Vista Pacifica Enterprises, Inc. to provide residential treatment services for mentally disabled adults increasing daily rates, and retaining maximum compensation not to exceed \$7,500,000 during the entire term of the agreement and the term July 1, 2017 through June 30, 2020.

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

**C 6     Health and Human Services Agency-Business and Support Services**

Adopt a resolution which releases a real property lien recorded on May 12, 1959, against Jessie D. Harper for services rendered to Lester Harper at the Shasta General Hospital in 1959 and finds that said real property lien is hereby fully satisfied, released, and cancelled as recorded on June 7, 1963.

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

**C 7 Health and Human Services Agency-Business and Support Services**

Approve and authorize the Chairman to sign an evergreen employment agreement with Karen C. Ramstrom, D.O., M.S.P.H., to appoint Dr. Ramstrom as the Shasta County Health Officer effective October 14, 2018 and to establish Dr. Ramstrom's compensation at the E-Step salary range (\$101.633 per hour/ \$17,616 per month).

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

**C 8 Health and Human Services Agency-Children's Services**

Approve and authorize the Chairman to sign an amendment effective date of signing to the agreement with J. Reid McKellar, PH.D., Inc. to provide psychological evaluations and assessments to add in-person and telephone consultation services and increase maximum compensation by \$24,700 (for a new total not to exceed \$174,700), and retain the term July 1, 2017 through June 30, 2018, with two automatic one-year renewals.

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

**C 9 Health and Human Services Agency-Office of the Director**

Take the following actions: (1) Approve and accept the Federal Emergency Management Agency (FEMA) supplemental grant funding award (FEMA-4382-DR-CA) awarded to Shasta County to provide crisis counseling assistance and training due to the Carr Fire in the amount of \$339,783.26 for the period date of signing through June, 30, 2019; (2) approve and authorize the Chairman to sign an agreement with Northern Valley Catholic Social Service, Inc. to provide FEMA-funded crisis counseling services in an amount not to exceed \$199,546 for the period date of signing through June 30, 2019; and (3) make the determination that the approval of the recommended actions is exempt from the California Environmental Quality Act (CEQA) per CEQA Guidelines Section 15378(b)(4) since the recommended actions are government fiscal activities which do not involve commitment to any specific project which may result in a potentially significant physical impact on the environment.

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

**C 10 Health and Human Services Agency-Public Health**

Approve and authorize the: (1) Chairman to sign a revenue renewal agreement with Shasta Regional Transportation Agency in an amount not to exceed \$170,000 to provide Safe Routes to School non-infrastructure activities in Shasta County effective date of signing through January 27, 2019; (2) Chairman to sign Appendix A - Scope of Work, and Appendix B - Fiscal Year 2018-19 Sub-Recipient Budget for Pass-Through Funds, to the agreement; and (3) Health and Human Services Agency (HHSA) Director or any HHSA Branch Director, as designated by the HHSA Director, to sign prospective and retroactive amendments and other documents related to the agreement that result in a net change of no more than \$17,000 to the maximum compensation that do not result in a substantial or functional change to the original intent of the agreement, and that otherwise comply

with Administrative Policy 6-101, *Shasta County Contracts Manual*.

**No Additional General Fund Impact**

**Simple Majority Vote**

**C 11 Housing and Community Action Programs**

Take the following actions: (1) Adopt a resolution which approves and authorizes the: (a) Chairman to sign Amendment Number 1 to the Community Services Block Grant (CSBG) agreement with the State Department of Community Services and Development (CSD) effective date of signing to provide services to persons living in poverty in Shasta County to increase funding by \$42,538 (for a new total not to exceed \$337,945), extend the end date of the term five months through May 31, 2019, and make other minor changes; (b) Chairman to sign any additional amendments to the agreement, including retroactive, including changes to the maximum compensation of no more than \$33,794, during the period January 1, 2018 through May 31, 2019, so long as they otherwise comply with Administrative Policy 6-101, *Shasta County Contracts Manual*; (c) Director of the Department of Housing and Community Action Programs (Director), or his or her designee, to sign the Certification Regarding Lobbying, CSBG budget, and all other CSBG documents and reports required by CSD, including retroactive, to secure the grant and for the implementation and administration of the program and (d) Director to act on behalf of the County of Shasta and the Shasta County Community Action Agency in all matters pertaining to the agreement; and (2) approve a budget amendment increasing appropriations and revenue by \$49,538 in the Community Action budget.

**No Additional General Fund Impact**

**4/5 Vote**

**C 12 Housing and Community Action Programs**

Approve and authorize the County Executive Officer and/or designee to sign a revenue agreement with the U.S. Department of Housing and Urban Development (HUD) in the amount of \$28,688 for planning activities for the homeless continuum of care for the period from date of execution by HUD through the end of the project performance period to be set by HUD.

**No Additional General Fund Impact**

**Simple Majority Vote**

**LAW AND JUSTICE**

**C 13 Probation**

Approve and authorize the Chairman to sign a renewal agreement with Shasta County Child Abuse Prevention Coordinating Council in an amount not to exceed \$148,645 to provide AmeriCorps members to enhance various youth and family activities for the period October 1, 2018 through the final funding period of the North State Rural Assets Project grant, or December 31, 2019, whichever comes first.

**No Additional General Fund Impact**

**Simple Majority Vote**

**PUBLIC WORKS**

**C 14 Public Works**

Approve and authorize the Chairman to sign: (1) An amendment effective date of signing to the lease agreement with Saber Zell for portable hangar Space No. 3 at Fall River Mills (FRM) Airport to terminate the lease effective September 30, 2018; and (2) a lease agreement with Rex Horney in the amount of \$25 per month for portable hangar Space No. 3 at FRM Airport for the period October 1, 2018 through March 31, 2019.

**No General Fund Impact**

**4/5 Vote**

**C 15 Public Works**

Adopt a resolution which establishes deadlines for the submission of Debris Removal Right-of-Entry Permits, Alternative Fire Debris Removal Program Applications and Work Plans, and completion of debris removal under the Alternative Program.

**No General Fund Impact**

**Simple Majority Vote**

**C 16 Public Works**

Take the following actions regarding "The Gas Point Road at Park Drive Intersection Improvements," Contract No. 702984: (1) Approve plans and specifications and direct the Public Works Director to advertise for bids; and (2) authorize opening of bids on or after October 25, 2018, at 11 a.m.

**No General Fund Impact**

**Simple Majority Vote**

**C 17 Public Works**

**Health and Human Services Agency-Business and Support Services**

Take the following actions regarding the space needs assessment agreement with Nichols-Melburg & Rossetto, AIA & Associates, Inc.: (1) Approve and authorize the Chairman to sign an amendment, effective date of signing, to increase compensation by \$131,500, for a new total not to exceed \$264,000, to provide additional space needs assessments, and extend the term to December 31, 2019; (2) approve a budget amendment increasing appropriations and revenue by \$127,000 in the Jail budget; (3) approve a budget amendment increasing appropriations and revenue by \$13,000 in the Building Inspection budget; and (4) approve a budget amendment increasing appropriations by \$140,000 in the Accumulated Capital Outlay budget offset by use of assigned fund balance.

**General Fund Impact**

**4/5 Vote**

**C 18 Public Works**

Approve and authorize the Chairman to sign a retroactive amendment, effective September 1, 2018, to the service agreement with Virtual Project Manager, to extend the term from September 1, 2018 to December 31, 2020, and retain compensation at \$500 per month, per the original agreement, for a new total not to exceed \$32,000 to provide construction management software services.

**C 19    No General Fund Impact  
Public Works**

**Simple Majority Vote**

Approve and authorize the Public Works Director to sign a Notice of Completion for the “West Central Landfill Gas Monitoring Probes,” Contract No. 207512, and record it within 15 days of actual completion of the work.

**No General Fund Impact**

**Simple Majority Vote**

**C 20    Public Works**

Award to the lowest responsive and responsible bidder, Aptim Environmental & Infrastructure, Inc., on a unit cost basis, the contract for the “West Central Landfill Gas Collection and Control System Expansion – 2018,” Contract No. 207515, in the amount of \$292,428.

**No General Fund Impact**

**Simple Majority Vote**

**OTHER DEPARTMENTS**

**C 21    Information Technology**

Adopt a salary resolution, effective September 16, 2018, which deletes 1.0 Full-Time Equivalent (FTE) vacant Information Technology (IT) Technician position and adds 1.0 FTE IT Infrastructure Support Engineer I/II position in the IT department budget.

**No Additional General Fund Impact**

**Simple Majority Vote**

**REGULAR CALENDAR, CONTINUED**

**GENERAL GOVERNMENT**

**R 3    Administrative Office**

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

**No General Fund Impact**

**No Vote**

**R 4    Support Services-Personnel**

Take the following actions: (1) Adopt a resolution which approves a successor comprehensive Memorandum of Understanding (MOU) with the Shasta County Employees Association – Supervisory Unit (SCEA) covering the period July 1, 2018 through June 30, 2021; and (2) adopt a salary resolution, effective September 16, 2018, which amends the Salary Schedule for positions in County Service pursuant to the SCEA MOU.

**General Fund Impact**

**Simple Majority Vote**

**HEALTH AND HUMAN SERVICES**

**R 5    Health and Human Services Agency-Adult Services**

Take the following actions: (1) Adopt a resolution designating Shasta Regional Medical Center, operated by Prime Healthcare Services – Shasta, LLC as a facility to provide 72-hour treatment and evaluation, 14-day intensive treatment, and 30-day intensive treatment, pursuant to Welfare and Institutions Code section 5000; (2) authorize the Director of the Health and Human Services Agency to send confirmation of negotiated rates to Prime Healthcare Services – Shasta, LLC; and (3) approve and authorize the Chairman to sign an agreement with Prime Healthcare Services – Shasta, LLC in an amount not to exceed \$7,500,000 to provide inpatient psychiatric hospitalization services for the period date of signing through June 30, 2021.

**No Additional General Fund Impact**

**Simple Majority Vote**

## **LAW AND JUSTICE**

### **R 6 Sheriff**

Adopt a resolution which ratifies the Shasta County Director of Emergency Services September 6, 2018 proclamation of a local emergency due to the wildland fire identified as the "Delta Fire," subject to the requirements of and in accordance with Government Code Section 8630.

**General Fund Impact**

**Simple Majority Vote**

## **PUBLIC WORKS**

### **R 7 Public Works**

#### **County Service Area No. 2-Sugarloaf Water**

Take the following actions on behalf of County Service Area (CSA) No. 2-Sugarloaf Water: (1) Adopt a resolution which ratifies the Sheriff's September 4, 2018 Emergency Declaration; and (2) request the Governor proclaim a State of Emergency.

**No General Fund Impact**

**Simple Majority Vote**

## **SCHEDULED HEARINGS**

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

## **GENERAL GOVERNMENT**

### **R 8 Administrative Office**

Take the following actions: (1) Conduct a public hearing to consider implementing, pursuant to subdivision (e) of Government Code section 16142, the provisions authorized in Assembly Bill (AB) 1265 and Senate Bill (SB) 1353 and outlined in subdivision (b) of Government Code Section 51244 and Section

51244.3 (AB 1265/SB 1353 provisions), which will have the following impacts effective January 1, 2019: (a) the implementation would reduce a landowner's Williamson Act property tax benefits, which in most instances will result in an increase in property taxes to the landowner; (b) the implementation would reduce the term of a Williamson Act contract from ten years to nine years; and (c) the implementation would allow increased revenues to be transferred directly into the County's General Fund; (2) adopt a resolution which: (a) finds that, for Fiscal Year (FY) 2017-18, the subvention payment the County received from the State of California pursuant to the Open Space Subvention Act was less than one-half of the County's actual foregone General Fund property tax revenue that resulted from Williamson Act contracts; and (b) states the Board's decision to implement Government Code Section 51244(b) and Government Code Section 51244.3 effective January 1, 2019; (3) direct staff to notify all Williamson Act contracted landowners of the following: (a) the final decision of the Board of Supervisors after the conclusion of the September 11, 2018 public hearing on whether to implement the AB 1265/SB 1353 provisions; and (b) the landowner's right to prevent the reduction in the term of his or her contract due to the implementation of the AB 1265/SB 1353 provisions by serving notice of non-renewal as specified by Government Code Sections 51244, 51245 and Shasta County Resolution No. 2011-103; and (4) direct the County Administrative Office, Assessor-Recorder, Auditor-Controller, Tax Collector and Director of Resource Management to take all necessary steps to implement AB 1265/SB 1353 including but not limited to recording a notice that states the affected parcel numbers and current owner's names, making the appropriate additions to all affected properties assessed values, and modifying the FY 2019-20 tax bills to reflect the assessment changes associated with the reduced tax benefit.

**General Fund Impact**

**Simple Majority Vote**

## **RESOURCE MANAGEMENT**

### **R 9 Resource Management**

Take the following actions regarding a Carr Fire urgency ordinance: (1) Conduct a public hearing; (2) close the public hearing; (3) find that adoption of the ordinance is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Public Resources Code Sections 21080(b)(3), 21080(b)(4), and 15269(a); and (4) introduce, waive the reading of, and enact an urgency ordinance adding Title 19, *Shasta County Carr Fire Disaster Recovery*, to the Shasta County Code.

**General Fund Impact**

**4/5 Vote**

## **CLOSED SESSION ANNOUNCEMENT**

**R 10 The Board of Supervisors will recess to a Closed Session to discuss the following item (Est. 20 minutes):**

### **CONFERENCE WITH LABOR NEGOTIATORS**

(Government Code section 54957.6):



Agency Negotiators:

County Executive Officer Larry Lees  
Personnel Director Angela Davis

Employee Organization:

Deputy Sheriffs Association - Deputy Sheriffs, Sergeant, and District  
Attorney Investigator Unit

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

**RECESS**

**REPORT OF CLOSED SESSION ACTIONS**

**ADJOURN**

**REMINDERS**

Date:	Time:	Event:	Location:
09/13/2018	2:00 p.m.	Planning Commission Meeting	Board Chambers
09/18/2018	9:00 a.m.	Board of Supervisors Meeting	Board Chambers
09/25/2018		<b>Board of Supervisors Meeting Canceled</b>	
10/02/2018	8:30 a.m.	Air Pollution Control Board Meeting	Board Chambers
10/02/2018	9:00 a.m.	Board of Supervisors Meeting	Board Chambers
10/09/2018		<b>Board of Supervisors Meeting Canceled</b>	
10/11/2018	2:00 p.m.	Planning Commission Meeting	Board Chambers

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

The County of Shasta does not discriminate on the basis of disability in admission to, access to, or operation of its buildings, facilities, programs, services, or activities. The County does not discriminate on the basis of disability in its hiring or employment practices. Questions, complaints, or requests for additional information regarding the Americans with Disabilities Act (ADA) may be forwarded to the County's ADA Coordinator: Director of Support Services Angela Davis, County of Shasta, 1450 Court Street, Room 348, Redding, CA 96001-1676, Phone: (530) 225-5515, California Relay Service: (800) 735-2922, Fax: (530) 225-5345, E-mail: [adacoordinator@co.shasta.ca.us](mailto:adacoordinator@co.shasta.ca.us). Individuals with disabilities who need auxiliary aids and/or services for effective communication in the County's programs and services are invited to make their needs and preferences known to the affected

**department or the ADA Coordinator. For aids or services needed for effective communication during Board of Supervisors meetings, please call Clerk of the Board (530) 225-5550 two business days before the meeting. This notice is available in accessible alternate formats from the affected department or the ADA Coordinator. Accommodations may include, but are not limited to, interpreters, assistive listening devices, accessible seating, or documentation in an alternate format.**

The Board of Supervisors meetings are viewable on Shasta County's website at [www.co.shasta.ca.us](http://www.co.shasta.ca.us).

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

This document and other Board of Supervisors documents are available online at [www.co.shasta.ca.us](http://www.co.shasta.ca.us).

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** September 11, 2018

**CATEGORY:** BOARD MATTERS-1.

**SUBJECT:**

Shasta County Employee Recognition Program September 2018 Employee of the Month.

**DEPARTMENT:** Board Matters  
Support Services-Personnel

**Supervisory District No. :** All

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

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

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

**RECOMMENDATION**

Adopt a resolution which recognizes Shasta County Probation Department, Deputy Probation Officer II, Daniel Irving as Shasta County's Employee of the Month for September 2018.

**SUMMARY**

The Shasta County Employee Recognition Committee meets on a regular basis to screen nominees for the Employee of the Month Program. After reviewing nominations, the Employee Recognition Committee is recommending for Board recognition and approval, the Employee of the Month for September 2018.

**DISCUSSION**

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

In this spirit, the Board is being asked to recognize the Employee of the Month who has been nominated by the Employee Recognition Committee. This nomination is based on a review of all nominations using the selection criteria provided for in the Employee Recognition Policy. It is the recommendation of the Employee Recognition Committee that Daniel Irving, Deputy Probation Officer II, Shasta County Probation Department be recognized as the September 2018 Employee of the Month.

Probation Officer Irving has worked for the Probation Department for 6 years. During this time he has been assigned to one of the more difficult case assignments and has exceeded standards. He is assigned to the Investigations Unit and is responsible for interviewing, writing, and analyzing cases and court rules and laws, and he attends court regularly to represent the Probation

Department on matters. He is an expert in case law, the Penal Code, and Rules of Court. During his time with the Probation Department he has authored roughly 800 reports and memos for the Shasta County Courts, accounting for safer streets.

Probation Officer Irving includes Evidence Based Practice language in all programs and reports. This lays out an achievable supervision plan that benefits the defendant and community. His performance in the investigations unit continues to be the gold standard, inspiring others to reach high levels of performance.

Along with his normal duties, Probation Officer Irving participates on Victim Impact Panels and Successful Transitions of Probation and Parole (STOPP), encouraging service to the County.

## **ALTERNATIVES**

No other alternatives are recommended.

## **OTHER AGENCY INVOLVEMENT**

The Employees participating on the Employee Recognition Committee include: Jack Ball, Maintenance Supervisor; Ayla Tucker, Administrative Analyst I; Michael Conti, HHSA Program Manager; Mark Dudley, Correctional Officer-Deputy Sheriff; Captain Pat Kropholler, and Angela Davis, Director Support Services.

## **FINANCING**

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

## **ATTACHMENTS:**

Description	Upload Date	Description
Resolution EOM September 2018	8/31/2018	Resolution EOM September 2018

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

**A RESOLUTION OF THE BOARD OF SUPERVISORS  
OF THE COUNTY OF SHASTA  
RECOGNIZING DANIEL IRVING, DEPUTY PROBATION OFFICER II  
OF THE SHASTA COUNTY PROBATION DEPARTMENT,  
AS SEPTEMBER 2018 EMPLOYEE OF THE MONTH**

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

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

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

**NOW, THEREFORE, BE IT RESOLVED** that Daniel Irving, Deputy Probation Officer II of the Shasta County Probation Department, is hereby named Shasta County Employee of the Month for September 2018; and

**BE IT FURTHER RESOLVED** that Probation Officer Irving has worked for the Probation Department for 6 years. During this time he has been assigned to one of the more difficult case assignments and has exceeded standards. He is assigned to the Investigations Unit and is responsible for interviewing, writing, and analyzing cases and court rules and laws, and he attends court regularly to represent the Probation Department on matters. He is an expert in case law, the Penal Code, and Rules of Court. During his time with the Probation Department he has authored roughly 800 reports and memos for the Shasta County Courts, accounting for safer streets.

Probation Officer Irving includes Evidence Based Practice language in all programs and reports. This lays out an achievable supervision plan that benefits the defendant and community. His performance in the investigations unit continues to be the gold standard, inspiring others to reach high levels of performance.

Along with his normal duties, Probation Officer Irving participates on Victim Impact Panels and Successful Transitions of Probation and Parole (STOPP), encouraging service to the County.

**DULY PASSED AND ADOPTED** this 11th day of September, 2018, by the Board of Supervisors of the County of Shasta by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSE:

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

ATTEST:

LAWRENCE G. LEES  
Clerk of the Board of Supervisors

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

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** September 11, 2018

**CATEGORY:** BOARD MATTERS-2.

**SUBJECT:**

N/A

**DEPARTMENT:** Board Matters

**Supervisory District No. :** All

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

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

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

**RECOMMENDATION**

Adopt a proclamation which designates September 2018 as Prostate Cancer Awareness Month in Shasta County (Supervisor Morgan).

**SUMMARY**

N/A

**DISCUSSION**

N/A

**ALTERNATIVES**

N/A

**OTHER AGENCY INVOLVEMENT**

N/A

**FINANCING**

N/A

**ATTACHMENTS:**

Description

Upload Date

Description



Proclamation

9/4/2018

Proclamation

# Shasta County Board of Supervisors Proclamation

## Prostate Cancer Awareness Month September 2018

**WHEREAS**, prostate cancer is the most commonly diagnosed form of cancer and the second leading cause of cancer related deaths among men; and

**WHEREAS**, this year approximately 164,690 men will be diagnosed with prostate cancer in the United States alone and every year roughly 29,000 men die from the disease; and

**WHEREAS**, statistics reveal that one in nine men are diagnosed with prostate cancer; and

**WHEREAS**, education about prostate cancer and early detection strategies are critical to saving lives;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of the County of Shasta hereby proclaims September 2018 as **Prostate Cancer Awareness Month** in Shasta County.

---

Les Baugh, Chairman

---

September 11, 2018

Date

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** September 11, 2018

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

**SUBJECT:**

Claims List

**DEPARTMENT:** Auditor-Controller

**Supervisory District No. :** ALL

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

**STAFF REPORT APPROVED BY:** Brian Muir, Auditor-Controller

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

**RECOMMENDATION**

Approve and authorize the Chairman to sign the County claims list in the amount of \$30, as submitted.

**SUMMARY**

**DISCUSSION**

**ALTERNATIVES**

**OTHER AGENCY INVOLVEMENT**

**FINANCING**

**ATTACHMENTS:**

Description  
Claims List

Upload Date	Description
9/4/2018	Claims List

ORIGINAL

COUNTY OF SHASTA  
OFFICE OF AUDITOR-CONTROLLER  
REPORT OF CLAIMS REQUIRING BOARD ACTION IN ORDER TO  
AUTHORIZE PAYMENT BY AUDITOR-CONTROLLER  
9/11/2018

FUND/DEPT/ACCT	DEPARTMENT	PAYEE	DESCRIPTION	Amount	REASON
26000/034500	JAIL	BRIGHTS ENGRAVING	PLAQUE NAME PLATE ENGRAVING	\$ 30.00	Per Admin Policy 2-201 and Gov Code sections 910 and 911.2 invoices older than one year require Board approval.
	TOTAL			\$ 30.00	

**Auditor's Certification:**

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

Date: 9/4/18 Signature: Michelle Dambell



**Approval of Claims:**

These claims were allowed and the Claim of the Board of Supervisors on this date.

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



# SHASTA COUNTY

## Office of the Sheriff




### Inter-Office Memorandum

**Tom Bosenko**  
**SHERIFF - CORONER**

SHASTA COUNTY AUDITOR  
RECD 2018 AUG 31 AM 11:04

To: Brian Muir, Auditor Controller

From: Mike Lindsey, Chief Fiscal Officer 

Date: August 30, 2018

RE: Board Claim – OH697595, VEND011523, Invoice #21570

Brian,

Shasta County Sheriff had Bright's Redding Trophy Center update the plaque for the Correctional Deputy of the Year. The plaque was sent to them on 7/13/17 to add 6 names at \$5.00 each for a total of \$30.00. Unfortunately the invoice 21570 was not received until 8/24/18. We reviewed the vender history to determine that the invoice was not paid to date and that the services were provided as requested. Since the invoice is now more than a year past the date the service was provided, it requires Board of Supervisors approval for payment. The authority to pay is pursuant to Resolution No. 2003-124.

Should you have any questions or concerns, please call me at 245-6299.

Thank you.

RECEIVED

AUG 24 2018

NO. 21570

## Invoice

Bright's Redding Trophy Center

BY:

www.reddingtrophycenter.com

Recognition Creates Memories

That Lasts a Lifetime

3170 Bechelli Ln. Redding CA 96002

530-223-3558 Fax 223-6690

reddingtrophy@yahoo.com

PICKUP DATE

NO RUSH

INVOICE DATE

7/13/17

SOLD TO:

Shasta County Jail

Jenag

(1510) 245-6120

SALES PERSON

SHIPPED VIA

TERMS

PO. #

QTY ORDERED	DESCRIPTION	UNIT	AMOUNT
(5)	B.P. Pickles (see RACK)	6	30.00
	(cust. Supplied Item)		
	Correctional Deputy of the Year		
	RES 2003-124		
	REVIEWED		
	Emp Recog.		
	AUG 24 2018		
	26000 034550		
	21570		
	BATCH#		
	INV# 21570		
	PEID# VEND 011523/01		

Signature

Page 22 of 445

Date

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** September 11, 2018

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

**SUBJECT:**

Resolution to Designate Signature Authority to the County Executive Officer for Emergency Management Mutual Aid (EMMA) Plan Mutual Aid Memorandum of Agreements

**DEPARTMENT:** Administrative Office

**Supervisory District No. :** All

**DEPARTMENT CONTACT:** Julie Hope, Principal Administrative Analyst, 530-225-5561

**STAFF REPORT APPROVED BY:** Julie Hope, Principal Administrative Analyst

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

**RECOMMENDATION**

Adopt a resolution, effective July 26, 2018, which: (1) Authorizes the use of the Emergency Management Mutual Aid (EMMA) Plan Mutual Aid Memorandum of Agreement (MOA) agreement format for the request of non-law enforcement and non-fire response mutual aid from other counties due to the Carr Fire; and (2) designates signature authority to the County Executive Officer for EMMA Plan Mutual Aid MOAs, and all other Carr Fire-related non-law enforcement and non-fire response mutual aid agreements, including retroactive, as long as they are approved by the County Risk Manager and are approved as to form by County Counsel.

**SUMMARY**

N/A

**DISCUSSION**

The Carr Fire broke out July 23, 2018 and has destroyed over 1,600 structures, of which 1,079 are homes. The Carr Fire was fully contained on August 30, 2018 and has consumed a total of 229,651 acres.

Sheriff Tom Bosenko proclaimed a Local Emergency as of July 26, 2018 which the Board ratified on July 30, 2018 and again on August 21, 2018.

On July 26, 2018, the Governor of California declared a state of emergency in Shasta County due to wildland fires.

On August 4, 2018 the federal government declared a local major disaster for Shasta County due to the Carr Fire activating Federal Emergency Management Agency (FEMA) resources, such as EMMA Plan MOAs for mutual aid. If the County correctly executes EMMA Plan MOAs for mutual aid then the responding counties' may seek FEMA reimbursement for their expenditures (excluding fire response and law enforcement services) while working to assist Shasta County.



The EMMA Plan provides guidance on requesting non-law enforcement and non-fire response mutual aid from other counties. The EMMA Plan authorizes FEMA reimbursement as long as the procedures and requirements of the EMMA Plan are met; one of which is to execute an EMMA Plan MOA. Shasta County (as the requesting county) would be responsible for reimbursing 100 percent of reasonable deployment costs to the providing counties and then subsequently requesting appropriate reimbursement for Shasta County's costs from FEMA.

Here are some pending EMMA MOAs that are currently in process: 1) The Health and Humans Services Agency with Butte County and several other counties for Public Health Nurses; and 2) Resource Management-Environmental Health Division with Yuba and Placer counties for Registered Environmental Health Specialists.

**ALTERNATIVES**

The Board could choose not to approve the recommendation and then each department would bring their EMMA MOAs to the Board individually.

**OTHER AGENCY INVOLVEMENT**

The resolution was approved as to form by County Counsel.

**FINANCING**

There is no additional General Fund impact associated with the recommendation. However, should the County not receive state and/or federal disaster reimbursement and/or state legislative fiscal relief for the County's share of cost then there could eventually be an impact to the General Fund.

**ATTACHMENTS:**

Description	Upload Date	Description
Resolution	9/6/2018	Resolution

**RESOLUTION NO. 2018 -**

**A RESOLUTION OF THE BOARD OF SUPERVISORS  
OF THE COUNTY OF SHASTA  
DESIGNATING SIGNATURE AUTHORITY  
FOR EMERGENCY MANAGEMENT MUTUAL AID PLAN  
MEMORANDUM OF AGREEMENTS FOR MUTUAL AID REQUESTS**

**WHEREAS**, on July 23, 2018, an extreme wildfire, fueled by heavy brush, gusty winds, and low humidity swept through and continue to burn in Shasta County, Northern California (“Carr Fire”); and

**WHEREAS**, on July 26, 2018, and pursuant to the foregoing provisions, the Shasta County Sheriff acting as the Shasta County Director of Emergency Services proclaimed the existence of a local emergency by proclamation which the Shasta County Board of Supervisors ratified and continued at its special meeting on July 30, 2018; and

**WHEREAS**, on July 26, 2016, the Governor of the State of California proclaimed a State of Emergency to include Shasta County due to the Carr Fire and declared eligibility for Fire Management Assistance Grant and other relief programs; and

**WHEREAS**, on August 4, 2018, President Donald J. Trump declared the existence of a major disaster, DR-4382, in the State of California in connection with the Carr Fire in Shasta County and ordered Federal aid to supplement State and local recovery efforts in the areas affected by the Carr Fire beginning on July 23, 2018, and continuing; and

**WHEREAS**, the Emergency Management Mutual Aid Plan (“EMMA Plan”) delineates the current state policy and procedures to request non-law enforcement and non-fire response mutual aid between California counties; and

**WHEREAS**, the EMMA Plan describes the current state policy and procedures used to request Federal Emergency Management Agency (“FEMA”) reimbursement for counties mutual aid, of which one requirement is a properly executed EMMA Memorandum of Agreement (“MOA”).

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of the County of Shasta effective July 26, 2018 authorizes the use of the Emergency Management Mutual Aid (EMMA) Plan Mutual Aid Memorandum of Agreement (MOA) agreement format for the request of non-law enforcement and non-fire response mutual aid from other counties due to the Carr Fire.

**NOW, THEREFORE, BE IT FURTHER RESOLVED** that the Board of Supervisors of the County of Shasta effective July 26, 2018 approves and authorizes the County Executive Officer to sign and execute EMMA Plan Mutual Aid MOAs, and all other Carr Fire-related non-law enforcement and non-fire response mutual aid agreements, including retroactive, as long as they are approved by the County Risk Manager and are approved as to form by County Counsel.

**DULY PASSED AND ADOPTED** this 11th day of September, 2018 by the Board of Supervisors of the County of Shasta by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSE:

---

LES BAUGH, CHAIRMAN

Board of Supervisors

County of Shasta

State of California

ATTEST:

LAWRENCE G. LEES

Clerk of the Board of Supervisors

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

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** September 11, 2018

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

**SUBJECT:**

8/14/18 Draft Minutes

**DEPARTMENT:** Clerk of the Board

**Supervisory District No. :** ALL

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

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

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

**RECOMMENDATION**

Approve the minutes of the meeting held on August 14, 2018 as submitted.

**SUMMARY**

n/a

**DISCUSSION**

n/a

**ALTERNATIVES**

n/a

**OTHER AGENCY INVOLVEMENT**

n/a

**FINANCING**

There is no General Fund impact associated with this action.

**ATTACHMENTS:**

Description

Upload Date

Description



August 14, 2018

**SHASTA COUNTY BOARD OF SUPERVISORS**

Tuesday, August 14, 2018

**REGULAR MEETING**

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

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

County Executive Officer - Larry Lees  
County Counsel - Rubin E. Cruse, Jr.  
Administrative Board Clerk - Trisha Boss  
Administrative Board Clerk - Darcey Prior

**INVOCATION**

Invocation was given by Pastor Tom Lucatorta, Heritage Baptist Church.

**PLEDGE OF ALLEGIANCE**

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

**REGULAR CALENDAR**

**BOARD MATTERS**

AUGUST 2018 EMPLOYEE OF THE MONTH  
DANAE JOHNSON, ELIGIBILITY WORKER SUPERVISOR

HEALTH AND HUMAN SERVICES AGENCY  
RESOLUTION 2018-069

At the recommendation of Health and Human Services Agency Regional Services Director Melissa Janulewicz, and by motion made, seconded (Moty/Kehoe), and unanimously carried, the Board of Supervisors adopted Resolution No. 2018-069 which recognizes Shasta County Health and Human Services Agency, Eligibility Worker Supervisor, Danae Johnson as Shasta County's Employee of the Month for August 2018.

(See Resolution Book No. 61)

PROCLAMATION: CHILD SUPPORT AWARENESS MONTH  
AUGUST 2018

At the recommendation of Supervisor Morgan, and by motion made, seconded (Morgan/Kehoe), and unanimously carried, the Board of Supervisors adopted a proclamation which designates August 2018, as "Child Support Awareness Month" in Shasta County. Child Support Services Director Terri Morelock was present to accept the proclamation and gave a brief presentation. Ms. Moreland announced the Little Library project that will be taking place this month at the Child Support Service office.

In response to questions by Supervisor Rickert, Ms. Morelock stated Child Support Services assisted fire victims at the Local Assistance Center and is currently assisting at the Disaster Recovery Center.

In response to questions by Supervisor Morgan, Ms. Morelock explained that she will reach out to First 5 Shasta to see if they can assist with books for the Little Library.

**PUBLIC COMMENT PERIOD - OPEN TIME**

Small Business Administration (SBA) Public Information Officer David Reetz, with the Office of Disaster Assistance, spoke about the services the SBA is offering.

In response to questions by Supervisor Kehoe, Mr. Reetz stated the SBA does not offer any grant programs.

Sandra L. Winters expressed concerns with defensible space in Happy Valley, and requested the Board consider adopting the draft ordinance brought before the Board in March 2015. Supervisor Moty gave his reassurance that this is still in the works and he would follow up with Ms. Winters.



August 14, 2018

Monique Welin expressed her concerns with mental health in Shasta County and the need for the jail diversion project.

### **CONSENT CALENDAR**

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

Approved and authorized the Chairman to sign the County Claims List in the amount of \$30 as submitted. (Auditor-Controller)

Approved a budget amendment increasing appropriations by \$400,000 in the General Revenue and Transfers budget for the Mayers Memorial Hospital Grant. (Administrative Office)

Approved the minutes of the meetings held on July 24, July 30, and August 6, 2018 as submitted. (Clerk of the Board)

Adopted Salary Resolution No. 1532 which amends the Shasta County Position Allocation List effective August 19, 2018, to reclassify positions within the District Attorney's Office as follows: from 1.0 Full Time Equivalent (FTE) Investigative Technician I/II to 1.0 FTE Senior Investigative Technician. (Support Services-Personnel)

(See Salary Resolution Book)

Approved and authorized the Chairman to sign a retroactive renewal agreement with Shasta County Child Abuse Prevention Coordinating Council in an amount not to exceed the claimable federal financial participation reimbursement to provide Medi-Cal Targeted Case Management services for the period July 1, 2018, through June 30, 2023. (Health and Human Services Agency-Business and Support Services)

Took the following actions regarding the "West Central Landfill Erosion Control Hydroseeding" Contract No. 207519: Found the project categorically exempt in conformance with the California Environmental Quality Act (CEQA) Guidelines Section 15301, Class 1-Existing Facilities; approved plans and specifications and directed the Public Works Director to advertise for bids; and authorized opening of bids on or after September 6, 2018, at 11 a.m. (Public Works)

### **REGULAR CALENDAR, CONTINUED**

#### **GENERAL GOVERNMENT**

**ADMINISTRATIVE OFFICE/BOARD OF SUPERVISORS**

**LEGISLATIVE UPDATE/SUPERVISORS' REPORTS**

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

Supervisor Moty recently attended the Sierra-Sacramento Valley Emergency Medical System Board and the California State Association of Counties (CSAC) meeting.

Supervisors reported on issues of countywide interest.

9:55 a.m.: The Board of Supervisors recessed.

10:02 a.m.: The Board of Supervisors reconvened.

**APPOINTMENT: PAUL HELLMAN**  
**RESOURCE MANAGEMENT DIRECTOR**

At the recommendation of CEO Lees, and by motion made, seconded (Rickert/Morgan), and unanimously carried, the Board of Supervisors took the following actions: Appointed Paul Hellman as the Shasta County Director of Resource Management; and established Mr. Hellman's start date as August 19, 2018, with Mr. Hellman's starting salary at C-step (\$63.30 per hour/\$10,973 per month) of the salary range for the position of Director of Resource Management. CEO Lees introduced Mr. Hellman, who introduced himself to the Board and thanked them for the opportunity. (Administrative Office)

**UPDATE ON FIRE RECOVERY EFFORT**

CEO Lees gave an update on the fire recovery efforts. He explained that the Local Assistance Center has transitioned to the Disaster Recovery Center, which is overseen by the Federal Emergency Management Agency (FEMA).

CEO Lees described next steps for residents affected by the fire and the different phases, such as a debris removal center. He described the benefits of parcel owners signing a waiver to have the County clearing their property of debris. CEO Lees stated that he was notified that non-profit organizations will be assisting those without insurance.

CEO Lees explained the idea of a special recovery process team that would work on the permits for the rebuilding process, handling only the fire recovery. He proposed putting a trailer on the property located at Resource Management for this team.

August 14, 2018

County Counsel Rubin E. Cruse, Jr. discussed the current County Code related to fees and the limited flexibility on building codes.

In response to questions by Supervisor Baugh, Mr. Cruse stated he will send a follow up email to the Board Summarizing the information that he discussed.

In response to questions by Supervisor Baugh, CEO Lees stated the ordinance related to defensible space will come back before the Board; it has only been delayed due to the fire.

In response to questions by Supervisor Moty, CEO Lees stated that individuals with parcels with burned brush can begin the cleanup process. They don't need a grading permit for doing so, but if they start penetrating the ground, they may need one.

In response to questions by Supervisor Moty, Mr. Cruse stated that the county would have to look at the details of building plans; at this point he was unable to give a general answer. There will be room for flexibility, but not as it relates to health and safety.

In response to questions by Supervisor Rickert, Mr. Cruse explained that if someone is rebuilding in an area that has been designated as a "high fire area," they will be required to comply with building requirement codes.

Mr. Cruse stated that he can prepare an outline of what the County Code does and does not allow, modeling it from other counties. He can then present it to the Board for discussion and draft an ordinance at that point.

Mark Peterson spoke in regards to issues with PG & E restoring power to his property.

Supervisors Baugh and Supervisor Moty offered direction to Mr. Peterson.

In response to questions by Supervisor Rickert, CEO Lees stated that the County will be going through the normal abatement process for any abandoned property.

In response to questions by Supervisor Baugh, CEO Lees stated in the clean up, foundations and concrete will be scraped, tested, and properly disposed of.

In response to questions by Supervisor Baugh, Mr. Cruse stated that the California Governor's office of Emergency Services (CalOES) stated that most foundations cannot be saved.

Supervisor Baugh expressed his support for putting a trailer at the Resource Management Department to assist in the permit process for fire victims.

Supervisor Moty shared his concerns for residents of Keswick.

In response to questions by Supervisor Moty, CEO Lees explained that FEMA and CalOES do offer grants, but they are not enough to rebuild.

Supervisor Kehoe expressed his appreciation for CEO Lees and his stellar leadership.

URGENCY ORDINANCE NO. 743  
REMOVAL OF FIRE-DAMAGED DEBRIS

County Counsel Rubin Cruse, Jr. presented a report on removal of fire-damaged debris.

In response to questions by Supervisor Kehoe, County Counsel Cruse explained that additional permits may be required for personally removing debris. The California Office of Emergency Services has a similar process for the parcel owner.

By motion made, seconded (Moty/Rickert), and unanimously carried, the Board of Supervisors took the following actions: Introduced, waived the reading of, and enacted Ordinance No. 743, an Urgency Ordinance of the Board of Supervisors of the County of Shasta, State of California, Establishing Requirements for the Removal of Fire-Damaged Debris from Private Property Following the Carr Fire; and found the ordinance is exempt from the requirements of the California Environmental Quality Act for the reasons stated in the ordinance.

(See General Ordinance Book)

LOCAL HEALTH EMERGENCY  
RESOLUTION NO. 2018-070

Health and Human Services Agency Public Health Director, Terri Fields-Hosler gave a brief presentation on the local health emergency. Ms. Fields-Hosler explained that this is ongoing from the local health emergency that was declared on August 1, 2018. She stated that the Governor has waived the requirement to take this action every 14 days moving forward.

By motion made, seconded (Moty/Rickert), and unanimously carried, the Board of Supervisors Took the following actions: Adopted Resolution No. 2018-070 recognizing that the circumstances and factors which led to the August 6, 2018, ratification of a proclamation of a local health emergency due to immediate threats to public health and safety in Shasta County based on the expected presence of fire-generated hazardous debris and toxic ash from the Carr Fire have not been resolved and that there is a need for continuation of the proclamation.

(See Resolution Book No. 61)

**CLOSED SESSION ANNOUNCEMENT**

August 14, 2018

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

Confer with legal counsel to discuss existing litigation entitled: *Gregory Pigg v. County of Shasta*, *Gary Van Dyne v. County of Shasta*, *Quintin Johnston v. County of Shasta*, *Kane County, Utah, et al. v. United States*, *Rene Estill v. County of Shasta, et al.*, pursuant to Government Code section 54956.9, subdivision (d), paragraph (1); and

Confer with its Labor Negotiators, County Executive Officer Larry Lees, and Personnel Director Angela Davis to discuss the following employee organizations: *Shasta County Employees Association*, *Deputy Sheriffs Association*, *Deputy Sheriffs Association- Deputy Sheriff, Sergeant and Attorney Investigator Unit*, pursuant to Government Code section 54957.6.

11:15 a.m.: The Board of Supervisors recessed to Closed Session.

12:29 p.m.: The Board of Supervisors returned from Closed Session and reconvened in Open Session with all Supervisors, County Executive Officer/Clerk of the Board Larry Lees, and County Counsel Rubin E. Cruse, Jr. present.

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

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

8

August 14, 2018

In the matter of *Kane County, Utah, et al. v. United States*, a class action involving the payment in lieu of taxes program, the Board of Supervisors, by a 5-0 vote, gave approval to County Counsel to have Shasta County join the class.

12:30 p.m.: The Board of Supervisors adjourned.

---

Chairman

ATTEST:

LAWRENCE G. LEES  
Clerk of the Board of Supervisors

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

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** September 11, 2018

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

**SUBJECT:**

Resolution suspending work limitations for retired CalPERS annuitants due to the Carr Fire local emergency.

**DEPARTMENT:** Support Services-Personnel

**Supervisory District No. :** All

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

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

<b>Vote Required?</b>	<b>General Fund Impact?</b>
Simple Majority Vote	General Fund Impact

**RECOMMENDATION**

Adopt a resolution which suspends the following work restrictions for California Public Employees' Retirement System (CalPERS) retired annuitants due to the Carr Fire local emergency: (1) Requirement to reinstate retired annuitants in CalPERS prior to beginning employment with Shasta County; (2) limitation on hours worked to 960 hours in a fiscal year for all employers in the CalPERS retirement system; (3) rate of pay requirements; and (4) requirements to wait 60 days and 180 days following the date of retirement prior to becoming eligible for employment with Shasta County.

**SUMMARY**

N/A

**DISCUSSION**

California Government Code sections 21220 and 7522.56(b) require a person who has been retired under the CalPERS retirement system to be reinstated prior to beginning employment in any capacity thereafter with a CalPERS contracting agency (such as the County of Shasta) except as otherwise permitted by law.

California Government Code sections 21224 and 7522.56(d) limit the hours worked by a retired CalPERS annuitant to 960 hours in a fiscal year for all employers in that retirement system.

California Government Code sections 21224 and 7522.56(d) also establish that the rate of pay for the employment of a retired CalPERS annuitant shall not be less than the minimum, nor exceed the maximum, paid by the employer to other employees performing comparable duties as listed on a publicly available pay schedule, divided by 173.333 to equal an hourly rate.

California Government Code section 7522.56(f) and (g) establish that a CalPERS retired person shall not be eligible for employment with a CalPERS contracting agency for a period of 180 days following the date of retirement unless he or she

meets certain criteria.

California Code of Regulations, title 2, section 586.2 also requires a separation of service of at least 60 calendar days between the date of the CalPERS member's retirement and the first day of work for the County as a retired person. However, in the event an emergency has been declared as provided in Government Code section 8558 that requires the employment of a retired person, the 60 calendar day separation in service requirement shall not apply.

On August 9, 2018, the Governor of the State of California issued Executive Order B-53-18 proclaiming a state of emergency to exist in Shasta County as a result of the Carr Fire. The order suspended the reinstatement and work hour limitations of CalPERS retired annuitants specified in Government Code sections 21220, 21224(a), and 7522.56(b), (d), (f), and (g) and declared strict compliance with the statutes specified would prevent, hinder or delay the mitigation of the effects of the Carr Fire. The Governor's Executive Order required that the Director of the California Department of Human Resources be advised of any persons employed pursuant to these suspended provisions.

Due to the continued state of emergency in Shasta County as a result of the Carr Fire, adequate staffing is needed to expedite disaster response and recovery efforts. The suspension of the specified employment restrictions enables retired CalPERS annuitants to assist in disaster response and recovery efforts without the risk of penalties for non-compliance.

In accordance with the Governor's Executive Order, the proposed resolution does the following:

1. The following provisions in the Shasta County Personnel Rules are suspended to ensure adequate staffing to expedite disaster response and recovery efforts:
  - a. The provision in Section 1.18 of the Shasta County Personnel Rules that "A California Public Employees Retirement System (CalPERS) retiree shall not work in excess of 960 hours in a fiscal year."
  - b. The provision in Section 19.2(B) of the Shasta County Personnel Rules that "A California Public Employees Retirement System (CalPERS) retiree shall not work in excess of 960 hours in a fiscal year (If a CalPERS retiree works for multiple CalPERS employers, the total hourly limit for all employers is 960 hours in a fiscal year)."
  - c. The provisions in Section 19.2(C)(1)(b) of the Shasta County Personnel Rules requiring a 60 day separation in service.
  - d. The provisions in Section 19.2(F), and (G) of the Shasta County Personnel Rules relating to rate of pay.
2. The suspension of the reinstatement and work hour limitations in Government Code sections 21220, 21224(a), and 7522.56(b), (d), (f), and (g) by Executive Order B-53-18 shall apply to the employment of CalPERS retirees by the County of Shasta.
3. The Director of the California Department of Human Resources and the California Public Employees' Retirement System shall be notified of any individual employed pursuant to these suspended provisions.
4. The suspension of these provisions remains in effect until the Board of Supervisors of the County of Shasta removes the proclamation of a local emergency related to the Carr Fire, or the Governor removes the proclamation of a state of emergency related to the Carr Fire, whichever occurs first.

## **ALTERNATIVES**

The Board may choose not to adopt the resolution. This is not recommended as it would prevent, hinder or delay the mitigation of the effects of the Carr Fire by limiting the use of CalPERS retired annuitants in the disaster response and recovery efforts.

## **OTHER AGENCY INVOLVEMENT**



County Counsel and the County Administrative Office have reviewed the resolution and approved as to form.

**FINANCING**

County Departments will absorb the cost of the recommendation and will seek reimbursement through available resources if applicable.

**ATTACHMENTS:**

Description	Upload Date	Description
Resolution	8/30/2018	Resolution

**RESOLUTION NO.**

**A RESOLUTION OF THE BOARD OF SUPERVISORS  
OF THE COUNTY OF SHASTA  
SUSPENDING WORK LIMITATIONS FOR  
RETIRED ANNUITANTS DUE TO THE DECLARED STATE AND LOCAL  
EMERGENCY**

**WHEREAS**, California Government Code sections 21220 and 7522.56(b) require a person who has been retired under the CalPERS retirement system to be reinstated prior to beginning employment in any capacity thereafter with a CalPERS contracting agency (such as the County of Shasta) except as otherwise permitted by law; and

**WHEREAS**, California Government Code sections 21224 and 7522.56(d) limit the hours worked by a retired CalPERS annuitant to 960 hours in a fiscal year for all employers in that retirement system; and

**WHEREAS**, California Government Code sections 21224 and 7522.56(d) also establishes that the rate of pay for the employment of a retired CalPERS annuitant shall not be less than the minimum, nor exceed the maximum, paid by the employer to other employees performing comparable duties as listed on a publicly available pay schedule, divided by 173.333 to equal an hourly rate; and

**WHEREAS**, California Government Code section 7522.56(f) and (g) establish that a CalPERS retired person shall not be eligible for employment with a CalPERS contracting agency for a period of 180 days following the date of retirement unless he or she meets certain criteria; and

**WHEREAS**, California Code of Regulations, title 2, section 586.2 also requires a separation of service of at least 60 calendar days between the date of the CalPERS member's retirement and the first day of work for the County as a retired person; and

**WHEREAS**, in the event an emergency has been declared as provided in Government Code section 8558 that requires the employment of a retired person, the 60 calendar day separation in service requirement shall not apply; and

**WHEREAS**, California Government Code sections 8567 and 8571 authorize the Governor of the State of California to temporarily suspend any regulatory statute prescribing the procedure for conduct of state business, or the regulations of any state agency, where the Governor declares that strict compliance would in any way prevent, hinder, or delay the mitigation of the effects of the emergency; and

**WHEREAS**, on August 9, 2018, Edmund G. Brown, Jr., Governor of the State of California, issued Executive Order B-53-18 which proclaimed a state of emergency to exist in Shasta County as a result of the Carr Fire; and

**WHEREAS**, pursuant to Executive Order B-53-18, the reinstatement and work hour limitations in Government Code sections 21220, 21224(a), and 7522.56(b), (d), (f), and (g) are suspended;

**WHEREAS**, on July 30, 2018, the Shasta County Board of Supervisors ratified the proclamation of a local emergency by the Director of Emergency Services due to the Carr Fire and ordered that said local emergency shall be deemed to continue to exist until its termination is proclaimed by the Board of Supervisors; and

**WHEREAS**, on August 21, 2018, the Board of Supervisors continued the proclamation of a local emergency by the Director of Emergency Services due to the Carr Fire and proclaimed and ordered that said local emergency shall be deemed to continue to exist until its termination is proclaimed by the Board of Supervisors; and

**WHEREAS**, pursuant to Government Code section 8634, the Board of Supervisors may, during a local emergency, promulgate orders and regulations necessary to provide for the protection of life and property;

**WHEREAS**, the Shasta County Personnel Rules Chapters 1 *Definitions* and 19 *Regular Part-Time and Extra Help*, establish employment limitations for CalPERS retired annuitants regarding maximum hours worked in a Fiscal Year, a bona fide separation in service of 60 days prior to re-entering employment, rate of pay and reinstatement provisions.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of the County of Shasta that the following provisions in the Shasta County Personnel Rules are hereby suspended to ensure adequate staffing to expedite disaster response and recovery efforts:

1. The provision in Section 1.18 of the Shasta County Personnel Rules that “A California Public Employees Retirement System (CalPERS) retiree shall not work in excess of 960 hours in a fiscal year.”
2. The provision in Section 19.2(B) of the Shasta Count Personnel Rules that “A California Public Employees Retirement System (CalPERS) retiree shall not work in excess of 960 hours in a fiscal year (If a CalPERS retiree works for multiple CalPERS employers, the total hourly limit for all employers is 960 hours in a fiscal year).”
3. The provisions in Section 19.2(C)(1)(b) of the Shasta County Personnel Rules requiring a 60 day separation in service.
4. The provisions in Section 19.2(F), and (G) of the Shasta County Personnel Rules relating to rate of pay.

**BE IT FURTHER RESOLVED**, that the suspension of the reinstatement and work hour limitations in Government Code sections 21220, 21224(a), and 7522.56(b), (d), (f), and (g) by Executive Order B-53-18 shall apply to the employment of CalPERS retirees by the County of Shasta.

**BE IT FURTHER RESOLVED**, that the Director of the California Department of Human Resources and the California Public Employees' Retirement System shall be notified of any individual employed pursuant to these suspended provisions.

**BE IT FURTHER RESOLVED** that the suspension of these provisions remains in effect until the Board of Supervisors of the County of Shasta removes the proclamation of a local emergency related to the Carr Fire, or the Governor removes the proclamation of a state of emergency related to the Carr Fire, whichever occurs first.

**DULY PASSED AND ADOPTED** this 11th day of September, 2018 by the Board of Supervisors of the County of Shasta by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:  
RECUSE:

---

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

ATTEST:

LAWRENCE G. LEES  
Clerk of the Board of Supervisors

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

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** September 11, 2018

**CATEGORY:** Consent - Health and Human Services-5.

**SUBJECT:**

First Amendment to the Agreement with Vista Pacifica for Mental Health Treatment Services.

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

**Supervisory District No. :** ALL

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

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

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

**RECOMMENDATION**

Approve and authorize the Chairman to sign a retroactive amendment, effective July 1, 2018, to the agreement with Vista Pacifica Enterprises, Inc. to provide residential treatment services for mentally disabled adults increasing daily rates, and retaining maximum compensation not to exceed \$7,500,000 during the entire term of the agreement and the term July 1, 2017 through June 30, 2020.

**SUMMARY**

This first amendment adds a 'leave of absence' rate of \$204.26; changes the 'bed hold rate' to the 'room reserve' rate and increases it from \$197.59 to \$211.91 (7.2%); and increases the 'client by day' rate from \$204.94 to \$211.91 (3.4%).

**DISCUSSION**

The Board approved the original agreement on March 6, 2018, effective July 1, 2017. Vista Pacifica is a comprehensive 24-hour residential care facility that serves adults who suffer from acute or chronic medical conditions and are severely and persistently mentally ill. Residential placement options for people with these comorbid conditions are limited, and it is very difficult to obtain placement in a State hospital. Institutes for Mental Disease (IMD) such as Vista Pacifica offer advantages to both the individual and to the County over placement in a state psychiatric facility because they are less restrictive and less costly.

Placement at Vista Pacifica provides a significant cost savings as an alternative to placement in the more restrictive State psychiatric facility. The requested daily rate increases are due to increased costs for continuing to provide the contracted services. Vista Pacifica has provided a quality residential program for Shasta County residents requiring this level of care for many years. The retroactivity of this agreement is due to having recently received confirmation of rates from Vista Pacifica.

**ALTERNATIVES**

The Board could choose not to approve the amendment or approve the amendment with modified terms.

**OTHER AGENCY INVOLVEMENT**

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

**FINANCING**

Costs are on a fee-for-service basis and only incurred when a Shasta County resident receives IMD services at Vista Pacifica. The Mental Health FY 2018-19 Adopted Budget includes sufficient appropriation authority for the activities described in this amendment. There is no additional General Fund impact from the recommended action.

**ATTACHMENTS:**

Description	Upload Date	Description
First Amendment	8/31/2018	First Amendment

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN  
THE COUNTY OF SHASTA AND VISTA PACIFICA ENTERPRISES, INC.**

This First Amendment is entered into between the County of Shasta, a political subdivision of the State of California, through its Health and Human Services Agency ("County"), and Vista Pacifica Enterprises, Inc., ("Contractor"), a California corporation.

RECITALS

WHEREAS, County and Contractor have previously entered into an agreement on March 6, 2018, effective July 1, 2017, for the provision of residential mental health treatment services ("Mental Health Treatment Services"); and

WHEREAS, County and Contractor desire to amend the agreement to add the 'leave of absence rate' and to increase rates paid to Contractor for Mental Health Treatment Services ("First Amendment"); and

WHEREAS, the agreement and the First Amendment are collectively referred to as the agreement.

NOW, THEREFORE, the agreement is amended as follows:

- I. Subsection A. of Section 3, **COMPENSATION**, is amended as of the Effective Date of this First Amendment, in its entirety, to read as follows:

County shall compensate Contractor for services rendered pursuant to this agreement in accordance with the terms set forth in **EXHIBIT B-1, PAYMENTS**, and **EXHIBIT C, PATCH LEVELS CRITERIA**, attached and incorporated herein.

- II. **EXHIBIT B-1** is attached to this First Amendment and is deemed incorporated in the agreement as of the effective date of this First Amendment. **EXHIBIT B** shall control from July 1, 2017, until the effective date of this First Amendment. **EXHIBIT B** to the agreement is deemed superseded by **EXHIBIT B-1** as of the effective date of this First Amendment.

III. **REAFFIRMATION**

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

IV. **ENTIRE AGREEMENT**

The agreement, as amended, and any attachments, constitute the entire understanding between County and Contractor.

V. **EFFECTIVE DATE**

Unless otherwise provided, this First Amendment shall be deemed effective July 1, 2018.

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

**COUNTY OF SHASTA**

Date \_\_\_\_\_

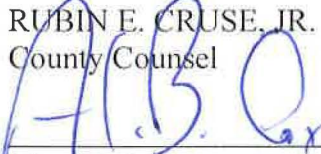
\_\_\_\_\_  
LES BAUGH, Chairman  
Board of Supervisors  
County of Shasta  
State of California

ATTEST  
LAWRENCE G. LEES  
Clerk of the Board of Supervisors

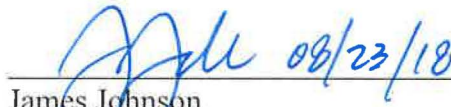
By: \_\_\_\_\_  
Deputy

Approved as to form:

RUBIN E. CRUSE, JR.  
County Counsel

  
Alan B. Cox  
Deputy County Counsel

Risk Management Approval

  
James Johnson  
Risk Management Analyst

**CONTRACTOR**

Date 8/30/18

  
CHERYL JUMONVILLE  
President



**EXHIBIT B-1  
PAYMENTS**

PAYMENT. Payment shall be made to Contractor for the number of days of services provided under this agreement pursuant to the following conditions and terms:

- A. Contractor shall submit to County a monthly Statement in accordance with Section 4 of this agreement.
- B. Contractor shall provide County with National Provider Identifier (NPI). Services provided without submission to County of NPI by Contractor shall be the responsibility of the Contractor and will not be reimbursed by County.
- C. IMD/SNF (18-64) rates, including temporary absence days, are set forth in California Code of Regulations, title 22, section 51511, plus the rate for Special Program Services as set forth in California Code of Regulations, title 22, section 51511.1.
- D. IMD/SNF rates per client per day at the time of the execution of this amendment are \$211.91. Temporary client absence and room reserve rates per client per day at the time of the execution of this amendment are \$204.26 (leave of absence) and \$211.91 (room reserve) pursuant to this agreement.
- E. County further agrees to compensate Contractor for specialized services at the following patch rates: Specialized services will consist of four distinct levels (A, B, C, and D) and paid at the IMD/SNF rate (\$211.91) per bed-day plus the patch rates per bed-day as identified in **EXHIBIT C, PATCH LEVELS CRITERIA**, attached and incorporated herein, based upon psychology/psychiatry visits authorized by the Director or his/her designee.

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** September 11, 2018

**CATEGORY:** Consent - Health and Human Services-6.

**SUBJECT:**

Resolution releasing lien against Jessie D. Harper and Lester Harper

**DEPARTMENT:** Health and Human Services Agency-Business and Support Services

**Supervisory District No. :** All

**DEPARTMENT CONTACT:** Tracy Tedder, Branch Director, HHSA Business & Support Services  
530-229-8425

**STAFF REPORT APPROVED BY:** Tracy Tedder, Branch Director, HHSA Business & Support Services

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

**RECOMMENDATION**

Adopt a resolution which releases a real property lien recorded on May 12, 1959, against Jessie D. Harper for services rendered to Lester Harper at the Shasta General Hospital in 1959 and finds that said real property lien is hereby fully satisfied, released, and cancelled as recorded on June 7, 1963.

**SUMMARY**

N/A

**DISCUSSION**

Shasta General Hospital operated and provided in-patient hospital services, outpatient medical services, and in-patient mental health services to the citizens of Shasta County and closed in-patient hospital services in 1987. After the discontinuation of in-patient hospital services in 1987, the hospital continued to provide both out-patient and in-patient mental health services. If persons receiving services in the hospital were unable to pay in full for those services, it was the custom of the hospital to place a lien on the person's secured property. Many of these liens are still in existence; and it is not unusual to find some for small amounts. Over time, as secured property changes hands, it is necessary to clear the lien in order to have a clean title for the property to change hands. The lien against Jessie D. Harper and Lester Harper's real property was recorded on May 12, 1959 after Jessie D. Harper signed an Agreement to Reimburse on May 6, 1959. A Notice of Release of Agreement to Reimburse was recorded on June 7, 1963 which released the lien under the provisions of the Indigent Act.

**ALTERNATIVES**

The Board may request additional information. There are no alternatives as the lien release was recorded on June 7, 1963.

**OTHER AGENCY INVOLVEMENT**

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

**FINANCING**

There is no additional General Fund impact with the recommended action.

**ATTACHMENTS:**

Description	Upload Date	Description
Reso-Shasta General Hospital Lien.docx	9/4/2018	Reso-Shasta General Hospital Lien.docx

**RESOLUTION NO. 2018-**

**A RESOLUTION OF THE BOARD OF SUPERVISORS  
OF THE COUNTY OF SHASTA  
AUTHORIZING A RELEASE OF LIEN  
AGAINST JESSIE D. HARPER AND LESTER HARPER  
PURSUANT TO WELFARE AND INSTITUTIONS CODE SECTION 17405**

**WHEREAS**, on May 6, 1959 Jessie D. Harper signed an Agreement to Reimburse Shasta General Hospital for medical services rendered to Lester Harper;

**WHEREAS**, said Agreement to Reimburse was recorded on May 12, 1959, in Book 599, Page 458, Instrument Number 5266 Official Records of the County of Shasta, State of California; and

**WHEREAS**, a Notice of Release of Agreement to Reimburse was recorded on June 7, 1963 which released said lien under provisions of the Indigent Act.

**NOW THEREFORE BE IT RESOLVED**, by the Board of Supervisors of the County of Shasta that said real property lien recorded on May 12, 1959 is hereby fully satisfied, released, and cancelled as recorded on June 7, 1963.

**DULY PASSED AND ADOPTED** this XXXX date of September 2018, by the Board of Supervisors of the County of Shasta by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSE:

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

\_\_\_\_\_  
Les Baugh, Chairman  
Board of Supervisors  
County of Shasta  
State of California

Attest:

Lawrence G. Lees  
Clerk of the Board of Supervisors

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

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** September 11, 2018

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

**SUBJECT:**

Employment Agreement with Karen C. Ramstrom, D.O., M.S.P.H. for Health Officer Appointment

**DEPARTMENT:** Health and Human Services Agency-Business and Support Services

**Supervisory District No. :** All

**DEPARTMENT CONTACT:** Tracy Tedder, Branch Director, HHSA Business & Support Services, (530) 229-8425

**STAFF REPORT APPROVED BY:** Tracy Tedder, Branch Director, HHSA Business & Support Services

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

**RECOMMENDATION**

Approve and authorize the Chairman to sign an evergreen employment agreement with Karen C. Ramstrom, D.O., M.S.P.H., to appoint Dr. Ramstrom as the Shasta County Health Officer effective October 14, 2018 and to establish Dr. Ramstrom's compensation at the E-Step salary range (\$101.633 per hour/ \$17,616 per month).

**SUMMARY**

The Health and Human Services Agency (HHSA) recommends entering into an employment agreement to appoint a Health Officer for the County.

**DISCUSSION**

Due to the retirement of the previous Shasta County Health Officer and pursuant to Shasta County Code section 2.28.070 as well as sections 101000, 101005, and 101010 of the California Health and Safety Code, it is necessary for the Board of Supervisors to appoint a Health Officer for Shasta County to complete mandated assignments and duties, which include signing birth and death certificates. The local health officer is responsible for preventing the spread of contagious, infectious, or communicable diseases, and order quarantine when necessary. They are required to monitor and address other contributing factors impacting population health outcomes. The county health officer shall enforce public health orders and ordinances of the board of supervisors, and other public health regulations and statutes required by state and/or federal law.

The HHSA has recruited for the vacant position of Health Officer and entered into negotiations to make an offer of employment, contingent upon Board approval of the recommended employment agreement to appoint Dr. Ramstrom, D.O., M.P.H., to the position of Health Officer. Dr. Ramstrom has served as the interim Health Officer since appointed extra-help by the Board of Supervisors on July 24, 2018. Dr. Ramstrom completed her undergraduate studies at University of California, Riverside, received a Doctor of Osteopathy from the College of Osteopathic Medicine of the Pacific, and completed her

Family Medicine Residency training at the Colorado Springs Osteopathic Foundation. She has a Master of Science in Public Health from the University of Colorado Health Sciences Center, where she also completed a Preventive Medicine Residency program. Additionally, she possesses nearly 20 years of experience in public health practice, including 12 years with the California Department of Public Health, most recently as a Public Health Medical Officer for the Center for Family Health. She has clinical experience in primary care and women’s health as a General Medical Officer in the U.S. Army and the El Paso County Department of Health and Environment in Colorado. Due to her excellent qualifications and vast experience in the practice and administration of public health services, it is recommended the Shasta County Board of Supervisors approve the agreement appointing Dr. Ramstrom as a Shasta County Health Officer effective October 14, 2018 and establish Dr. Ramstrom’s compensation at the E-Step salary range (\$101.633 per hour/ \$17,616 per month) for the position of Health Officer. The agreement also provides for reimbursement of up to \$4,000 in moving costs as Dr. Ramstrom will need to relocate from Sacramento in order to accept the offer of employment and perform the required duties.

**ALTERNATIVES**

The Board could choose not to approve the agreement or request changes to the provisions of the agreement.

**OTHER AGENCY INVOLVEMENT**

The agreement has been reviewed by Shasta County Support Services-Personnel and Risk Management Units. The Auditor-Controller's Office has reviewed the reimbursement provisions of the agreement as they relate to moving expenses. The agreement has been approved as to form by County Counsel. The County Administrative Office has reviewed the recommendation.

**FINANCING**

HHSA’s FY 2018-19 Adopted Budget includes sufficient appropriation authority for the activities described in this agreement. No additional County General Funds are requested.

**ATTACHMENTS:**

Description	Upload Date	Description
Ramstrom Agreement	9/7/2018	Ramstrom Agreement

**EMPLOYMENT AGREEMENT BETWEEN KAREN C. RAMSTROM, D.O., M.P.H., AND THE  
COUNTY OF SHASTA FOR HEALTH OFFICER**

THIS AGREEMENT is entered into between the County of Shasta ("County") and Karen C. Ramstrom, D.O., M.S.P.H., ("Dr. Ramstrom") for the purpose of hiring Dr. Ramstrom as the Health Officer for the County of Shasta.

WHEREAS, Health and Safety Code Section 101000 specifies that a Board of Supervisors shall appoint a health officer, and

WHEREAS, Karen C. Ramstrom, D.O., M.S.P.H., is a physician licensed in the State of California and is qualified and willing to hold the office and perform the functions required of the Shasta County Health Officer.

NOW, THEREFORE, the parties agree:

1. APPOINTMENT

- A. The Shasta County Board of Supervisors hereby appoints Karen C. Ramstrom, D.O., M.S.P.H., as Health Officer for Shasta County.
- B. The Board of Supervisors, the Health Officer's appointing authority, hereby delegates to the Health and Human Services Agency ("HHSA") Director or HHSA Branch Director of Public Health sole power to direct the day-to-day activities and duties of the Health Officer, in accordance with; the approved job description which may be revised pursuant to the Shasta County Personnel Rules, The Shasta County Personnel Rules, the provisions of California Health and Safety Code Division 101, Part 3, applicable to Health Officers, and any other applicable federal, state, or local statutes, rules, regulations, or ordinances. The HHSA Branch Director of Public Health shall have the right to set, enforce, and review the standards of performance, impose discipline, terminate employment, approve leaves, and undertake any other tasks incident to overseeing and directing the performance of the Health Officer.
- C. During the period of her employment, the Health Officer position shall be allocated as a 1.0 full time equivalent position and shall be a member of the Unclassified Senior Management of Shasta County.

2. DUTIES OF HEALTH OFFICER

- A. At the direction of the HHSA Branch Director of Public Health, the Health Officer shall perform all duties and exercise all powers imparted by federal, state, and local law upon the Health Officer.
- B. The Health Officer shall be reasonably available for emergencies and urgent situations via communication devices (such as cell phone or a laptop, property of County, which County shall maintain and provide to Health Officer and Health Officer shall keep securely in her custody and care) while away from the Public Health Branch and outside of normal business hours. The Health Officer shall arrange for appropriate Health Officer coverage as approved by the HHSA Branch Director of Public Health for vacations or extended leaves.

- C. During the term of this agreement Health Officer shall be a physician licensed by the State of California and such license shall be unrestricted by the California Medical Board at all times.
- D. Health Officer shall comply with all federal, state, and local statutes, rules, regulations, and ordinances, including, but not limited to the Shasta County Personnel Rules, applicable to Health Officer's employment and the maintenance of Health Officer's license as a physician.
- E. If the Health Officer's biennial license renewal is required during the term of this agreement, the County shall reimburse Health Officer for her medical license renewal upon proof of payment. Reimbursement claims shall be submitted within 60 days from the date the expense was incurred and shall include the original renewal receipt and proof of renewal.

3. COMPENSATION

- A. The Health Officer shall be paid at the 'E' Step range of Job Code B71UM of the County of Shasta Personnel Division Salary Schedule. Health Officer shall be entitled to the same cost of living increases or other adjustments in salary or benefits as may be approved by the Board of Supervisors and granted to other Unclassified Senior Management.
- B. During the term of this agreement, County shall pay for Health Officer's annual memberships for enrollment in the Shasta County Medical Society, the California Conference of Local Health Officers (CCLHO), the Health Officers Association of California (HOAC), American College of Preventive Medicine (ACPM), and/or appropriate organizations at discretion of the HHSA Branch Director of Public Health, which shall not be unreasonably held. Such costs will be paid for actual expenses only and shall not exceed \$2,500 per fiscal year.
- C. County shall reimburse Health Officer's fees for her California Medical License renewal and Board Maintenance of Certification (MOC) costs upon County's receipt of original receipt and proof of payment.
- D. During the term of this agreement, the County shall pay for Health Officer's fees, travel expenses, food and lodging incurred to attend association, state and/or national meetings for professional development, to include CCLHO semi-annual conferences, as approved by the HHSA Branch Director of Public Health. Such costs will be paid for actual expenses and shall not exceed \$4,000 per fiscal year.
- E. Health Officer shall be reimbursed upon submission of appropriate original supporting documentation for reasonable moving expenses, up to a maximum not to exceed \$4,000 for relocating Health Officer's personal household property from the Sacramento, California area to Shasta County, California for purposes of employment with County. Allowable expenses include the cost of necessary moving truck/van rentals, an auto transport trailer rental if required, rental of loading equipment, and the cost of fuel for the moving truck/van (requires beginning and ending mileage not to exceed 250 miles and documentation on each fuel receipt and the odometer reading of the vehicle), and other reasonable ancillary expenses incurred for the rental of other assistive devices such as a dolly and furniture pads, as well as costs for moving boxes if needed. A condition of eligibility for reimbursement shall be that Health Officer shall obtain through the moving truck/van rental company such insurance that will protect Health Officer from loss or damage, which shall include a Limited Damage Waiver, Supplemental Liability Insurance, and Towing Insurance if a transport trailer is utilized; such actual costs for the specified insurances are allowable expenses for reimbursement purposes.



Health Officer shall submit an aggregate claim for reimbursement no later than 60 days after appointment and Health Officer must include all original receipts and original agreements, which must be itemized, for which reimbursement is sought. Required receipts include the original rental agreement for the moving truck/van and auto transport trailer (if trailer is required), original receipts for any necessary rentals of loading equipment, original itemized (showing gallons purchased and cost per gallon) receipts for fuel for the moving van which must have the odometer reading written on each receipt and the statement "moving van fuel only."

No other moving expense reimbursements are authorized under this agreement.

If Health Officer should resign within one year from the date of employment for any reason, Health Officer shall reimburse County for all moving expenses paid by County to Health Officer.

4. PROFESSIONAL LIABILITY INSURANCE

- A. During the term of this agreement, Health Officer shall be covered by County's general liability and errors and omissions ("professional malpractice") coverage for acts or omissions arising within the course and scope of Health Officer duties.
- B. County shall provide medical professional liability insurance which covers all claims made regarding Health Officer's services provided pursuant to the terms of this agreement, including all claims filed after the termination of this agreement ("tail coverage").
- C. County shall indemnify, defend, and hold Health Officer harmless against all claims or expenses, including reasonable attorneys' fees, judgments, fines, settlements, professional liability damages, premiums on any appeal bond connected with Health Officer's County employment, and other amounts actually and reasonably incurred in connection with any proceeding arising by reason of Health Officer's employment by County, including any acts or omissions pursuant to this agreement, as provided by the California Tort Claims Act. In accordance with such Act, the County shall defend Health Officer and Health Officer shall cooperate in said defense.

5. TERM AND TERMINATION

- A. Term. Health Officer assumes the position effective October 14, 2018, and shall continue until such time as this agreement is terminated by either party under the provisions set forth below.
- B. Medical Inability to Perform. This contract may be terminated without the payment of severance pay should three physicians at the HHSA Branch Director of Public Health's request review and opine that Health Officer lacks sufficient mental or physical capacity to adequately discharge the duties and obligations required pursuant to this agreement. The three-physician panel shall be composed of a physician chosen by County, a physician chosen by Health Officer, and third physician selected by the first two physicians. Health Officer shall be advised of the establishment of any panel and cooperate with its review. To the extent allowed by law, all information obtained by County pursuant to this paragraph shall be held and kept confidential by all involved parties, their employees and agents, and the three-physician panel. Should Health Officer be found to be mentally or physically incapacitated, her employment shall be terminated immediately and County shall not be obligated to provide severance pay. However, Health Officer shall retain any rights to Workers' Compensation or long-term disability.
- C. Termination by County. The HHSA Director or HHSA Branch Director of Public Health may, at his/her sole discretion, terminate Health Officer's employment without cause and for the

convenience of the County upon 90 calendar days' written notice. In the event that County terminates Health Officer's employment, County shall either give 90 days' written notice of termination, or pay Health Officer the equivalent of 90 days' base salary and benefits as severance pay; provided, however, that County shall have no obligation to compensate by payment of severance pay in the event that Health Officer is discharged because of misconduct in office. Misconduct in office means: (1) the willful breach or habitual neglect of duties which are required to be performed under the terms of this agreement; or (2) the commission of acts of dishonesty, fraud, misrepresentation, or other acts of moral turpitude that would prevent or significantly interfere with the performance of Health Officer's duties. Termination for misconduct shall be effected by giving written notice which will specify the grounds for the termination and shall be supported by a statement of relevant facts. Health Officer shall be given an opportunity to respond to the statement of facts orally and in writing.

- D. Resignation. Health Officer may voluntarily terminate her employment with County at any time by delivering to the HHSA Branch Director of Public Health her written resignation. Such resignation shall be revocable at the sole discretion of the HHSA Director or HHSA Branch Director of Public Health and shall be effective not earlier than 90 calendar days following the HHSA Director or the HHSA Branch Director of Public Health's receipt, unless the parties mutually agree in writing to some other period.
- E. Continued Effort. From the date upon which Health Officer either resigns or learns of County's written intention to terminate this agreement to the actual date upon which the resignation or termination becomes effective, Health Officer shall continue to devote her full attention and effort to the duties anticipated hereunder and shall perform them in a professional and competent manner. If requested, Health Officer shall assist (with pay and benefits) County in orienting Health Officer's replacement, and shall perform such tasks as are necessary to effect a smooth transition in Health Officer responsibilities.
- F. No Additional Rights. Health Officer warrants that she shall have no further right or claim to employment after the termination of this agreement and the receipt of any termination payment to which she is entitled pursuant to this agreement, and that no other document, handbook, policy, resolution, or oral or written representation, of any nature whatsoever, shall be effective or construed to be effective to extend the term hereof or otherwise grant Health Officer any right or claim to continued employment with County. This warranty has been relied upon by County as a material inducement to enter into this agreement and, in the absence thereof County would not have entered into this agreement.

6. ENTIRE AGREEMENT: MODIFICATION

This agreement supersedes all previous agreements relating to the subject of this agreement and constitutes the entire agreement between the parties. There are no oral agreements or understandings that directly or indirectly affect the employment relationship between the County and the Health Officer. There are also no other written agreements, except as expressly provided for in this agreement, that directly or indirectly affect the employment relationship between the County and Health Officer. No addition, modification, amendment, or deletion to this agreement shall be valid unless it is in writing and executed by the parties to this agreement.

7. NONASSIGNMENT OF AGREEMENT: THIRD PARTY RIGHTS

Inasmuch as this agreement is intended to secure the specialized services of Health Officer, Health Officer may not assign, transfer, or delegate any interest herein without the prior written consent of County. This agreement shall not give rise to any third party beneficiary rights.

8. NOTICES

Any notice required to be given pursuant to the terms and provisions of this contract shall be in writing and shall be given by personal deliver, or by first-class mail, postage prepaid, deposited in the United States mail, to the following addresses or such other addresses as either party may specify in writing.

If to County:                HHSA Branch Director of Public Health  
                                     2650 Breslauer Way  
                                     Redding, CA 96001

And to:                        Shasta County Support Services Department  
                                     Shasta County Personnel Director  
                                     1450 Court Street, Suite 348  
                                     Redding, CA 96001-1676

If to Health Officer:       Karen C. Ramstrom, D.O., M.S.P.H.  
                                     5440 2<sup>nd</sup> Avenue  
                                     Sacramento, CA 95817

Notice shall be deemed to be effective three days after mailing.

9. SEVERABILITY

If any provision of this agreement is held to be unconstitutional, invalid, unenforceable, or otherwise not in effect, the remainder of this agreement shall be deemed severable, shall not be affected, and shall remain in full force and effect.

10. EFFECT OF WAIVER

The failure of either party to insist on strict compliance with any of the terms of this agreement by the other party shall not be considered a waiver of that term at any other time.

11. COMPLIANCE WITH LAWS

The parties enter into this agreement with the intent of conducting their relationship in full compliance with applicable present and future federal laws, state laws, local laws, codes, rules, regulations, ordinances/or orders that relate to the work or services to be provided pursuant to this agreement.

***SIGNATURE PAGE FOLLOWS***

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

**COUNTY OF SHASTA**

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

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

ATTEST:


LAWRENCE G. LEES  
Clerk of the Board of Supervisors

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

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

 9/7/18  
By: Alan Cox, Deputy County Counsel III

SUPPORT SERVICES APPROVAL

 09/07/2018  
By: \_\_\_\_\_  
Angela Davis, Support Services Director

**HEALTH OFFICER**

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

By: \_\_\_\_\_  
Karen C. Ramstrom, D.O., M.S.P.H.  
Tax ID: On File

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** September 11, 2018

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

**SUBJECT:**

Amendment with J. Reid McKellar, PH.D

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

**Supervisory District No. :** All

**DEPARTMENT CONTACT:** Dianna L. Wagner, Branch Director, Children's Services (530) 225-5705

**STAFF REPORT APPROVED BY:** Dianna L. Wagner, Branch Director

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

**RECOMMENDATION**

Approve and authorize the Chairman to sign an amendment effective date of signing to the agreement with J. Reid McKellar, PH.D., Inc. to provide psychological evaluations and assessments to add in-person and telephone consultation services and increase maximum compensation by \$24,700 (for a new total not to exceed \$174,700), and retain the term July 1, 2017 through June 30, 2018, with two automatic one-year renewals.

**SUMMARY**

J. Reid McKellar, PH. D, Inc. provides Individual Psychological Evaluations, Adoption Psychological Evaluations, Psychotherapy, Parent/Child Bonding Assessments and Sibling Assessments for youth and parents as ordered by the juvenile courts, and case consultation. The proposed amendment would add services and increase compensation.

**DISCUSSION**

As a licensed Psychologist, Dr. McKellar administers psychological tests, conducts structured interviews, and reviews available records and documentation in order to evaluate for the presence of psychological disorders or personality characteristics that may have an impact upon an individual's behavior with respect to his/her parenting skills.

Dr. McKellar has provided thorough and timely reports for the last five years. His clinical expertise and experience with child psychology is critical to meeting the needs of specialty mental health children clients.

Dr. McKellar has agreed to provide case consultation on complex cases to identified Health and Human Services Agency - Children's Services Branch staff.

**ALTERNATIVES**

The Board may choose not to approve the recommendation or provide alternate direction to staff.

**OTHER AGENCY INVOLVEMENT**

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

**FINANCING**

The department’s Fiscal Year 2018-19 Adopted Budget includes sufficient appropriation authority for the activities described in this amendment. These services provided per the amendment are funded through the Mental Health allocation (BU 410), which requires a County share of cost met largely through Realignment. There is no additional General Fund impact with approval of the recommendation.

**ATTACHMENTS:**

Description	Upload Date	Description
First Amendment	8/30/2018	First Amendment

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN  
THE COUNTY OF SHASTA AND J. REID MCKELLAR, PH.D A PSYCHOLOGY  
CORPORATION**

This First Amendment is entered into between the County of Shasta, a political subdivision of the State of California, through its Health and Human Services Agency, Children's Services (County), and J. Reid McKellar, Ph.D, Inc, a California Corporation, (Consultant), for the provision of Individual Psychological Evaluations, Adoption Psychological Evaluations, Psychotherapy, Parent/Child Bonding Assessments and Sibling Assessments.

**RECITALS**

WHEREAS, County and Consultant have previously entered into an agreement on May 16, 2017 and effective July 1, 2017 for the provision of Individual Psychological Evaluations, Adoption Psychological Evaluations, Psychotherapy, Parent/Child Bonding Assessments and Sibling Assessments. (Original Agreement); and

WHEREAS, County and Consultant desire to amend the Agreement to change the scope of services and to increase the maximum amount compensation payable to Consultant by \$24,700. (First Amendment); and

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

NOW, THEREFORE, the Agreement is amended as follows:

I. Header paragraph immediately following the agreement title and before Section 1. RESPONSIBILITIES OF CONSULTANT of the Agreement is amended as of the effective date of this First Amendment in its entirety to read as follows:

This agreement is entered into between the County of Shasta, a political subdivision of the State of California, through its Health and Human Services Agency, Children's Services (County), and J. Reid McKellar, Ph.D, Inc., a California Corporation, (Consultant), for the provision of Individual Psychological Evaluations, Adoption Psychological Evaluations, Psychotherapy, Parent/Child Bonding Assessments, Sibling Assessments and provide in person and telephone case consultation for complex cases.

II. Section 2. RESPONSIBILITIES OF CONSULTANT of the Agreement is amended as of the effective date of this First Amendment in its entirety to read as follows:

Section 2. **RESPONSIBILITIES OF CONSULTANT.**  
A. **Services.**

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

- (1) Provide Individual Psychological Evaluations, Psychotherapy, Adoption Psychological Evaluations, Parent/Child Bonding Assessments, or Sibling Assessments that address the referral questions/ areas of concern as presented on the Referral for Services, **Attachment A**, attached and incorporated herein, using appropriate clinical techniques and protocols. The licensed psychologist who completes an Individual Psychological Evaluation, Psychotherapy, Adoption Psychological Evaluations, Parent/Child Bonding Assessment or Sibling Assessment must be available for consultation with County staff and may be called to testify in the Shasta County Juvenile Dependency Court. No additional issues beyond those raised in the Referral for Services shall be addressed in an Individual Psychological Evaluation, Psychotherapy, Adoption Psychological Evaluation, Parent/Child Bonding Assessment, or Sibling Assessment without prior written authorization from County. The number of sessions/hours authorized will be reflected in the Referral for Services form. No Psychological Evaluation/Assessment or Psychotherapy session shall be for a period of time more than the following prescribed time per session or evaluation/assessment:
  - a. Psychological Evaluations, Adoption Psychological Evaluations, Parent/Child Bonding Assessments, or Sibling Assessments – Maximum 8 hours per client.
  - b. Psychotherapy – Maximum of 8 sessions per client. (minimum 50 minutes per session.)
- (2) Provide up to 2 hours per client referral of in person or telephone case consultation for County identified complex cases. Case consultation shall include but not be limited to recommendations on child psychological testing, level of client functioning, and identification of recommended services.
- (3) Obtain approval in writing and in advance from the Clinical Division Chief or her designee for additional hours above those indicated on the Referral for Services form. The Consultant must provide written justification to the Clinical Division Chief or her designee to request additional hours/sessions of service. No additional services shall be performed by Consultant unless approved in advance in writing by County.



- (4) Agree that each Referral for Services shall remain in effect for three months from the date stamped on the referral form. Consultant shall only provide, and only be compensated for, those assessments and evaluations specifically requested in a Referral for Services.
- (5) Contact clients referred by County and schedule each evaluation/assessment within 10 working days of Consultant's receipt of the Referral for Services.
- (6) Notify County within 15 working days of Consultant's receipt of the Referral for Services if client refuses to participate in referred services or if client is a "No-show" for scheduled services. Consultant shall provide services to client if client contacts Consultant within three months from the date stamped on the referral form.
- (7) Deliver each written Individual Psychological Evaluation, Psychotherapy Progress Report, Adoption Psychological Evaluation, Parent/Child Bonding Assessment, or Sibling Assessment prepared pursuant to this agreement to Children's Services, Program Analyst, 1313 Yuba Street, Redding, CA 96001. Each Individual Psychological Evaluation, Psychotherapy, Adoption Psychological Evaluations, Parent/Child Bonding Assessment, or Sibling Assessment prepared pursuant to this agreement must be received by County within 10 working days of completion of client contacts to perform assessment/evaluations.
- (8) Maintain a written record of the dates and hours spent providing the Individual Psychological Evaluations, Psychotherapy, Adoption Psychological Evaluations, Parent/Child Bonding Assessments, or Sibling Assessments under this agreement, including the name of each individual and child, and dates and duration of service for each service provided to those who have received an Individual Psychological Evaluation, Adoption Psychological Evaluation, Parent/Child Bonding Assessment, or Sibling Assessment. These records shall be mailed with each Monthly Statement (as provided for in Section 5.A.) to Children's Services, Program Analyst 1313 Yuba Street Redding, CA 96001. In lieu of mailing, Consultant may deliver the records and the corresponding Monthly Statement to Children's Services, Program Analyst, 1313 Yuba Street, Redding, CA 96001.
- (9) Assure that Consultants who provide Individual Psychological Evaluations, Psychotherapy, Adoption Psychological Evaluations, Parent/Child Bonding Assessments or Sibling Assessments under this agreement attend training at the request of County, regarding court testimony and child welfare issues.

- (10) If requested by County, ensure that each psychologist performing services pursuant to this agreement shall participate in County case staffing, team meetings, and attend County department meetings as requested by County.
- (11) Prior to entering into this agreement, provide proof of current licensure from the California Board of Psychology, California Department of Consumer Affairs. Provide proof of current licensure within ten working days of each license renewal.
- (12) Provide written notification to Children's Services Program Analyst, 1313 Yuba Street, Redding, CA 96001, within 10 working days of any changes in status (i.e. license renewal, complaints filed with the licensing board or legal action) of Consultant providing the Individual Psychological Evaluations, Psychotherapy, Adoption Psychological Evaluations, Parent/Child Bonding Assessments, or Sibling Assessments under this agreement.
- (13) If requested by County, testify in the Shasta County Juvenile Dependency Court and provide consultation to County staff.

**B.** 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."]

**C. Record Keeping/Reporting.**

- (1) Consultant shall maintain, in the State of California, and in a form acceptable to County:
  - a. All books, records, documents, and other evidence pertaining to the costs and expenses incurred by Consultant pursuant to this agreement; and
  - b. Records concerning the services provided pursuant to this agreement, including, but not limited to, a log of the dates and hours

spent providing the services prescribed in Section 2.A of this agreement (collectively, the Agreement Records).

- (2) All Agreement Records shall be open for audit and review by County, and by state and federal agencies, including the California Department of Social Services. Agreement Records shall be kept for a period of at least five years after termination, expiration, or cancellation of this agreement, or until all audits for compliance with the terms, conditions, and specifications of this agreement are completed, whichever is later. This provision shall survive the termination, expiration, or cancellation of this agreement.
- (3) Consultant shall provide all information pertaining to this agreement necessary for reports required by County, and by the state or federal government. Consultant shall fully cooperate with County in providing any information and/or records needed by any government entity concerning this agreement.

**D. Client Grievances.**

Consultant shall promulgate and implement written procedures (Grievance Procedures) whereby recipients of services shall have the opportunity to express and have considered their views, grievances, and complaints regarding the delivery of services pursuant to this agreement. Consultant shall provide a copy of Consultant's Grievance Procedures to County upon request for County's approval prior to use. County's Health and Human Services Agency, Children's Services Branch Director (Branch Director) shall be notified in writing within 10 business days of:

- (1) Learning of all grievances and the nature thereof; and
- (2) Resolution of a grievance or conclusion of the grievance process, including the results.

**E. Investigation of Illegal Use of Agreement Funds.**

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

Consultant's premises, upon reasonable notice, during normal business hours for the purpose of conducting interviews and inspecting and copying books, records, accounts, and other materials that may be relevant to a matter under investigation for potential illegal use of agreement funds.

**F. Staff and Volunteers.**

Consultant shall ensure, and provide written verification thereof to County, that all staff and volunteers working or providing services under this agreement receive appropriate clearance following a federal and state criminal records check and a California Department of Motor Vehicles record check.

**G. Acknowledgement.**

Consultant shall acknowledge the funding source of all activities undertaken pursuant to this agreement by including in any educational and training materials, audio visual aids, interviews with the press, flyers, or publications the following statement: "This activity (or program) has been funded (or sponsored) by the County of Shasta through the California Department of Social Services."

III. Section 4. COMPENSATION of the Agreement is amended as of the effective date of this First Amendment in its entirety to read as follows:

**Section 4. COMPENSATION.**

- A.** Consultant shall be paid after satisfactorily completing Consultant's responsibilities as prescribed in Section 2.A. of this agreement at the rate of \$130 per hour, prorated in quarter hour increments for time spent performing Individual Psychological Evaluations, Adoption Psychological Evaluations, Parent/Child Bonding Assessments, Sibling Assessment or case consultation.
- B.** Consultant shall be paid at the rate of \$80 per Psychotherapy session and \$80 per hour to attend County requested meetings or trainings as referenced in Section 2 A. Subsection 8 and 9.
- C.** Consultant shall be paid at the rate of \$150 per hour, prorated in quarter hour increments, for Court testimony (including time spent waiting to testify beginning at the time the Consultant was scheduled to appear at court).
- D.** In no case whatsoever shall the maximum amount payable under this agreement exceed \$174,700.

- D. Consultant's violation or breach of agreement terms may result in fiscal penalties, withholding of compensation, or termination of agreement.

IV. **REAFFIRMATION**

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

V. **ENTIRE AGREEMENT**

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

VI. **EFFECTIVE DATE**

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

***SIGNATURE PAGE FOLLOWS***

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

**COUNTY OF SHASTA**

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

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

ATTEST:

LAWRENCE G. LEES  
Clerk of the Board of Supervisors

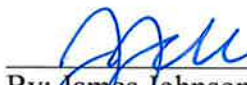
By: \_\_\_\_\_  
Deputy

Approved as to form:

RUBIN E. CRUSE, JR.  
County Counsel

By:  Alan Cox  
Deputy County Counsel

RISK MANAGEMENT APPROVAL

By:  James Johnson  
Risk Management Analyst

**CONSULTANT**

Date: 8-29-18

By:  \_\_\_\_\_  
J. Reid McKellar, Ph.D

Tax I.D.#: On File

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** September 11, 2018

**CATEGORY:** Consent - Health and Human Services-9.

**SUBJECT:**

Agreement with Northern Valley Catholic Social Service for Crisis Counseling Program

**DEPARTMENT:** Health and Human Services Agency-Office of the Director

**Supervisory District No. :** All

**DEPARTMENT CONTACT:** Donnell Ewert, Director, Health and Human Services Agency, (530) 225-5899

**STAFF REPORT APPROVED BY:** Donnell Ewert, Director, Health and Human Services Agency, (530) 225-5899

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

**RECOMMENDATION**

Take the following actions: (1) Approve and accept the Federal Emergency Management Agency (FEMA) supplemental grant funding award (FEMA-4382-DR-CA) awarded to Shasta County to provide crisis counseling assistance and training due to the Carr Fire in the amount of \$339,783.26 for the period date of signing through June, 30, 2019; (2) approve and authorize the Chairman to sign an agreement with Northern Valley Catholic Social Service, Inc. to provide FEMA-funded crisis counseling services in an amount not to exceed \$199,546 for the period date of signing through June 30, 2019; and (3) make the determination that the approval of the recommended actions is exempt from the California Environmental Quality Act (CEQA) per CEQA Guidelines Section 15378(b)(4) since the recommended actions are government fiscal activities which do not involve commitment to any specific project which may result in a potentially significant physical impact on the environment.

**SUMMARY**

Approval of the recommendations will allow the Health and Human Services Agency (HHS) to reimburse costs to County staff for the first 14-days from the “Pre-Award Cost” allocation for the Immediate Services Program (ISP) retroactively, for crisis counseling services during the presidential emergency declaration effective August 4, 2018 and contract with Northern Valley Catholic Social Service, Inc. (NVCSS) for additional crisis counseling assistance and training program (CCP) to assist individuals and communities recovering from the effects of these natural disasters, with funding provided by the Federal Emergency Management Agency (FEMA) through the California Department of Health Care Services (DHCS).

**DISCUSSION**

The Carr Fire that ignited on July 23, 2018 and continues to burn and it has had an unprecedented impact on Shasta County. In total, the Carr Fire burned over 229,000 acres – the second largest acreage ever burned in California. It has destroyed 1,079 residences, 22 commercial structures, and 503 outbuildings; and damaged 190 residences, 26 commercial structures, and 63

outbuildings. The fire has caused eight fatalities, including four responders and four civilians, and forced over 40,000 residents to evacuate.

On August 4, 2018 the President of the United States issued a declaration of major disaster in Shasta County and FEMA authorized individual assistance for persons in Shasta County affected by the Carr Fire. On August 16, 2018, DHCS applied for a FEMA grant, on behalf of HHSA, for CCP Services. On August 21, 2018 HHSA received a Notice of Award for \$339,783.26 for the Immediate Services Program (ISP) through June 30, 2019. The CCP is a federally funded supplemental program administered by the U.S. Department of Homeland Security (DHS) and FEMA. Section 416 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. §5183, authorizes FEMA to fund mental health assistance and training activities. The mission of the CCP is to assist individuals and communities in recovering from the effects of natural and human-caused disasters (such as The Carr Fire) through the provision of community-based outreach and psycho-educational services. The CCP supports short-term interventions that involve assisting disaster survivors in understanding their current situations and reactions, mitigating stress, developing coping strategies, providing emotional support, and encouraging linkages with other individuals and agencies that help survivors in their recovery process.

The HHSA selected NVCSS as the provider for CCP Services. The Federal procurement standards allow procurement by noncompetitive proposals (commonly known as sole sourcing) under certain circumstances, including when a local or tribal government or private non-profit (non-State applicant) determines that the public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation.

Crisis Counseling means the application of individual and group treatment procedures which are designed to ameliorate the mental and emotional crisis and their subsequent psychological and behavioral conditions resulting from a major disaster or its aftermath. Services funded through the CCP include individual crisis counseling, basic supportive or educational contact, group crisis counseling, public education, community network and support, assessment, referral and resource linkage, development and distribution of educational materials, and media and public service announcements.

Consistent and timely data collection and evaluation are necessary to measure success of outreach efforts and the changing needs of disaster survivors. NVCSS shall provide services to up to 3,598 clients during the ISP component of the CCP. Data on service delivery must be collected by NVCSS staff and provided to DHCS through authorized accounts in the CCP Online Data Collection and Evaluation System (ODCES). The mobile application for data collection is designed to enhance and streamline the process of data entry and reduce the lag time between data collection and its availability to NVCSS staff and federal partners.

The application for initial ISP funding is intended to support CCP services during the ISP and ISP-extension period. The ISP period is 60 days from the date of the major disaster declaration, the ISP-extension period covers from the end of the ISP to the date of Regular Services Program (RSP) approval. However, to minimize the number of amendments and provide uninterrupted services, the upcoming DHCS agreement includes an extension through June 30, 2019, to authorize monthly reimbursements for the ISP until the transition to the RSP. Once the RSP is approved, DHCS will extend the grant by nine months from the date of the Notice of Award and additional reporting requirements will apply. If a RSP application is not approved, then an ISP programmatic and fiscal report is due 90 days from the end of the ISP period end date.

This agreement also authorizes the HHSA Director, or any HHSA Branch Director designated by the HHSA Director, to approve, in writing and in advance, budget line item shifts, provided that the line item shift does not exceed 15 percent of any Budget Category during the entire term of this agreement and provided further that the line item shift shall not increase the total compensation payable under this agreement.

## **ALTERNATIVES**

The Board could choose not to accept the funding and approve the agreement.

## **OTHER AGENCY INVOLVEMENT**

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



## **FINANCING**

The grant funding will cover the costs of the agreement with NVCSS as well as provide funding for HHSA staff providing CCP services. Sufficient appropriations and revenue were included in the appropriate HHSA Fiscal Year 2018-19 Adopted Budgets. There is no additional General Fund impact with the recommendation.

### **ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Description</b>
NVCSS Agreement	9/5/2018	NVCSS Agreement

**PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF SHASTA AND  
NORTHERN VALLEY CATHOLIC SOCIAL SERVICE, INC. FOR FEMA-FUNDED  
CRISIS COUNSELING SERVICES**

This agreement is entered into between the County of Shasta, a political subdivision of the State of California, through its Health and Human Services Agency ("County"), and Northern Valley Catholic Social Service, Inc. ("Consultant"), a California corporation, (collectively, the "Parties" and individually a "Party"), for the purpose of crisis counseling services to community members affected by The Carr Fire.

**Section 1. DEFINITIONS.**

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

- A. **California HOPE** is the federally funded brand/identity for the Crisis Counseling Program.
- B. **Crisis Counseling Program ("CCP")** provides supplemental assistance for local entities, states, tribes, and territories. The Robert T. Stafford Disaster Relief and Emergency Assistance Act, 1974 authorizes the Federal Emergency Management Agency ("FEMA") to fund mental health assistance and training activities in areas that have received a Presidential major disaster declaration. The U.S. Department of Health and Human Services' ("HHS") Substance Abuse and Mental Health Services Administration ("SAMHSA") works with FEMA through an interagency agreement to provide technical assistance, consultation, grant administration, program oversight, and training for state and designated tribal mental health authorities.
- C. **FTE** means Full-Time Equivalent.
- D. **Immediate Services Program ("ISP")** provides CCP services immediately for up to 60 days following a disaster declaration by the President of the United States. The ISP may be extended for a longer period time during the RSP application process, lead by the California Department of Health Care Services ("DHCS").
- E. **Primary Services** are higher in intensity, as they involve personal contact with individuals, families, or groups.
- F. **Regular Services Program ("RSP")** provides CCP services up to nine months following a disaster declaration.
- G. **Secondary Services** have a broader reach and less intensity with a focus of reaching as many people as possible.

**Section 2. RESPONSIBILITIES OF CONSULTANT.**

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

- A. Provide Crisis Counseling services as described in, **Exhibit A: Crisis Counseling Assistance and Training, Statement of Work** ("Exhibit A"), attached and incorporated herein.
- B. Comply with provisions as described in **"Exhibit B: SUBAWARD COMPLIANCE"** ("Exhibit B"), attached and incorporated herein.

- C. Ensure all Crisis Counseling staff and team leads wear California HOPE branded uniforms while performing services as described in **Exhibit A**.
- D. Participate in weekly telephone calls with DHCS/FEMA.
- E. Coordinate monthly site visits with DHCS/FEMA.
- F. Submit a final ISP report.
- G. Execute and comply with all federal provisions as described in the **Carr Fire Addendum, Federal Provisions ("Addendum")**, attached and incorporated herein.
- H. 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."
- I. Return all agreement-funded equipment, normal wear and tear accepted, within 30 calendar days of the termination of this agreement.

**Section 3. RESPONSIBILITIES OF COUNTY.**

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

- A. Compensate Consultant as prescribed in Sections 4 and 5 of this agreement and monitor the outcomes achieved by Consultant.
- B. Develop public messaging, marketing/educational materials, and advertisements (paper and online) related to California HOPE, as necessary.
- C. Establishing/utilizing toll-free telephone numbers or hotlines
- D. Provide Consultant with the following equipment:
  - (1) Electronic equipment such as smart cellular phone and/or tablet with cellular connectivity to perform data collection duties as described in **Exhibit A**, Section 4.
  - (2) 16 California HOPE Branded shirts.
  - (3) Reimburse the cost of reasonable office supplies and marketing/educational materials, as necessary upon request by Consultant, as described in **Exhibit A**.

**Section 4. COMPENSATION.**

**A. ISP Compensation:**

- (1) Consultant shall be paid in accordance to hourly rates and projected costs, as defined in **Exhibit C: ISP Budget, ("Exhibit C")**, attached and incorporated herein.
  - (2) During the term of this agreement, the HHSA Director, or any HHSA Branch Director designated by the HHSA Director, may approve, in writing and in advance, budget line item shifts, provided that the line item shift does not exceed 15 percent of any Budget Category during the entire term of this agreement and provided further that the line item shift shall not increase the total compensation payable under this agreement.
- B. In no event whatsoever shall maximum amount payable under this agreement exceed \$199,546.
- C. Consultant's violation or breach of agreement terms may result in fiscal penalties, withholding of compensation, or termination of agreement.

**Section 5. BILLING AND PAYMENT.**

- A. Consultant shall submit to County's Health and Human Services Agency (HHSA) Business and Support Services, Attn: Accounts Payable, P.O. Box 496005, Redding, CA 96049-6005 monthly by the 15<sup>th</sup> day of each month for services rendered the preceding month, a billhead or invoice regularly used in the conduct of business of the Consultant. County shall make payment within 30 days of receipt of Consultant's correct and approved billhead or invoice.
- B. Compensation under this agreement shall be reduced by applicable contractor revenues. The term "applicable contractor revenues" refers to those receipts or reductions in expenditures or costs which operate to offset or reduce expense or cost items that are allocable to Consultant's compensation under this agreement (such as but not limited to: purchase discounts, rebates or allowances, insurance refunds and adjustments or overpayment, or other erroneous charges). To the extent that applicable contractor revenues, accruing or received by Consultant relate to allowable costs, they shall be credited to County either as a reduction, or a cash refund, as appropriate.
- C. Should County, or the state or federal government, disallow any amount claimed by Consultant, Consultant shall reimburse County, or the state or federal government, as directed by County, or the state or federal government, for such disallowed cost.

**Section 6. TERM OF AGREEMENT.**

This agreement shall commence as of the last date it has been signed by both Parties and shall end June 30, 2019. Notwithstanding the foregoing, County shall not be obligated for payments hereunder for any future County fiscal year unless or until County's Board of Supervisors appropriates funds for this agreement in County's budget for that County fiscal year. In the event that funds are not appropriated for this agreement, then this agreement shall end as of June 30 of the last County fiscal year for which funds for this

agreement were appropriated. For the purposes of this agreement, the County fiscal year commences on July 1 and ends on June 30 of the following year. County shall notify Consultant in writing of such non-appropriation at the earliest possible date.

**Section 7. TERMINATION OF AGREEMENT.**

- A. If Consultant materially fails to perform Consultant's responsibilities under this agreement to the satisfaction of County, or if Consultant fails to fulfill in a timely and professional manner Consultant's responsibilities under this agreement, or if Consultant violates any of the terms or provisions of this agreement, then County shall have the right to terminate this agreement for cause effective immediately upon the County giving written notice thereof to Consultant. If termination for cause is given by County to Consultant and it is later determined that Consultant was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph B of this section.
- B. Either Party may terminate this agreement without cause on 30 days written notice to the other Party.
- 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 County's HHSA Director or any HHSA Branch Director designated by the HHSA Director.
- E. Should this agreement be terminated, Consultant shall promptly provide to County any and all finished and unfinished reports, data, studies, photographs, charts, and other documents prepared by Consultant pursuant to this agreement.
- F. If this agreement is terminated, Consultant shall only be paid for services satisfactorily completed and provided prior to the effective date of termination.

**Section 8. ENTIRE AGREEMENT; AMENDMENTS; HEADINGS; EXHIBITS/APPENDICES/ADDENDUMS.**

- 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. Notwithstanding the foregoing, line item shifts may be approved in writing as set forth in Section 4.A.(2). However, minor amendments, including retroactive, that do not result in a substantial or functional change to the original intent of this agreement and do not cause an increase to the maximum amount payable under this agreement may be agreed to in writing between Consultant and the HHSA Director or any HHSA Branch Director designated by the HHSA Director, provided that the amendment is in substantially the same format as the County's standard format amendment contained in the Shasta County Contracts Manual (Administrative Policy 6-101).

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

**Section 9. NONASSIGNMENT OF SUBAWARD; NON-WAIVER.**

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

**Section 10. EMPLOYMENT STATUS OF CONSULTANT.**

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

**Section 11. INDEMNIFICATION.**

To the fullest extent permitted by law, Consultant shall indemnify and hold harmless County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including, but not limited to, reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, litigation costs, and investigation costs), damages, judgments, or decrees arising from the work or the provision of services undertaken pursuant to this agreement by Consultant, or by any of Consultant's subcontractors, any person employed under Consultant, or under any subcontractor, or in any capacity, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of County. Consultant shall also, at Consultant's own expense, defend the County, its elected officials, officers, employees, agents, and volunteers, against any claim, suit, action, or proceeding brought against County, its elected officials, officers, employees, agents, and volunteers, arising from the work or the provision of services undertaken pursuant to this agreement by Consultant, or any of



Consultant's subcontractors, any person employed under Consultant, or under any Subcontractor, or in any capacity. Consultant shall also defend and indemnify County for any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency and shall defend, indemnify, and hold harmless County with respect to Consultant's "independent contractor" status that would establish a liability on County for failure to make social security deductions or contributions or income tax withholding payments, or any other legally mandated payment. The provisions of this paragraph are intended to be interpreted as broadly as permitted by applicable law. This provision shall survive the termination, expiration, or cancellation of this agreement.

**Section 12. INSURANCE COVERAGE.**

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

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

“Separation of Insureds.

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

  - a. As if each Named Insured were the only Named Insured; and
  - b. Separately to each suit insured against whom a claim is made or suit is brought.”
- (5) Consultant shall provide County with an endorsement or amendment to Consultant’s policy of insurance as evidence of insurance protection before the effective date of this agreement.
- (6) The insurance coverage required herein shall be in effect at all times during the term of this agreement. In the event any insurance coverage expires at any time during the term of this agreement, Consultant shall provide County, at least 20 days prior to said expiration date, a new endorsement or policy amendment evidencing insurance coverage as provided for herein for not less than the remainder of the term of this agreement or for a period of not less than one year. In the event Consultant fails to keep in effect at all times insurance coverage as herein provided and a renewal endorsement or policy amendment is not provided within 10 days of the expiration of the endorsement or policy amendment in effect at inception of this agreement, County may, in addition to



any other remedies it may have, terminate this agreement upon the occurrence of such event.

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

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

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

**Section 14. COMPLIANCE WITH LAWS; NON-DISCRIMINATION.**

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

**Section 15. ACCESS TO RECORDS; RECORDS RETENTION.**

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

**Section 16. 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 17. 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 18. 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 19. 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 20. NOTICES.**

- A. Except as provided in Section 7.C. of this agreement (oral notice of termination due to insufficient funding), any notices required or permitted pursuant to the terms and provisions of this agreement shall be given to the appropriate Party at the address specified below or at such other address as the Party shall specify in writing. Such notice shall be deemed given: (1) upon personal delivery; or (2) if sent by first class mail, postage prepaid, two days after the date of mailing.

If to County:           Branch Director  
                                  HHSa Business and Support Services  
                                  Attn: Contracts Unit  
                                  P.O. Box 496005  
                                  Redding, CA 96049-6005  
                                  Phone: 530-245-6860  
                                  Fax: 530-225-5555

If to Consultant:       Executive Director  
                                  Northern Valley Catholic Social Service  
                                  2400 Washington Ave.  
                                  Redding, CA 96001  
                                  Phone: (530) 241-0552  
                                  Fax: (530) 241-6457

- B. Any oral notice authorized by this agreement shall be given to the persons specified in Section 20.A. and shall be deemed to be effective immediately.
- C. Unless otherwise stated in this agreement, any written or oral notices on behalf of the County as provided for in this agreement may be executed and/or exercised by the County Executive Officer.

**Section 21. AGREEMENT PREPARATION.**

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

**Section 22. COMPLIANCE WITH POLITICAL REFORM ACT.**

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 23. 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 24. SEVERABILITY.**

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

**Section 25. COUNTY'S RIGHT 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 26. CONFIDENTIALITY.**

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

**Section 27. CONFIDENTIALITY OF CLIENT INFORMATION.**

Consultant shall comply with, and require all of Consultant's employees, volunteers, agents, and officers to comply with, the provisions of section 10850 of the Welfare and Institutions Code, and of Division 19 of the California Department of Social Services Manual of Policies and Procedures. This provision shall survive the termination,

expiration, or cancellation of this agreement to which the State Department of Social Services regulations apply.

**Section 28. SCOPE AND OWNERSHIP OF WORK.**

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

**Section 29. 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 30. APPLICATION OF OTHER AGREEMENTS.**

Consultant and contractor's officers, agents, employees, and volunteers, and any of contractor's/consultant's subcontractors shall comply with all terms and provisions imposed upon any subcontractor of County by the FEMA Award Letter (FEMA-4382-DR-CA), dated August 21, 2018, attached to this agreement as **Exhibit D** and incorporated by this reference.

**Section 31. PERSONNEL.**

- A. Consultant shall furnish such qualified professional personnel as prescribed in Title 9 of the California Code of Regulations, for the type of services prescribed in **Exhibit A**.
- B. Consultant shall provide clinical supervision to all treatment staff, licensed or unlicensed. Those staff seeking licensure shall receive supervision in accordance with the appropriate State Licensure Board.

**Section 32. AGREEMENT SUPERVISION.**

- A. The HHSA Director, or his or her designee, shall be the County representative authorized and assigned to represent the interests of the County and to determine if the terms and conditions of this agreement are carried out.

- B. County shall monitor the kind, quality, and quantity of Consultant's services and criteria for determining the persons to be served and length of treatment for the persons receiving mental health services covered under the terms of this agreement.

*[SIGNATURE PAGE FOLLOWS]*



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

**COUNTY OF SHASTA**

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

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

ATTEST:

LAWRENCE G. LEES  
Clerk of the Board of Supervisors

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

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

By: David M. Yorton, Jr. 9/4/18  
David M. Yorton, Jr.  
Senior Deputy County Counsel

**RISK MANAGEMENT APPROVAL**

By: James Johnson 09/04/18  
James Johnson  
Risk Management Analyst

**INFORMATION TECHNOLOGY  
APPROVAL**

By: Tom Schreiber 9-5-2018  
Tom Schreiber  
Chief Information Officer

**CONSULTANT**

Date: 9.5.18

Cathy Wyatt  
Cathy Wyatt, LCSW, Executive Director  
Northern Valley Catholic Social Service, Inc.

Tax I.D.#: On file

**Exhibit A**  
**Crisis Counseling Assistance and Training**  
**Statement of Work**

The California HOPE Program (hereafter "Program") is designed to provide supplemental assistance for Shasta Community members affected by the Carr Fire. The Program, funded through FEMA grants distributed by the State Department of Healthcare Services ("DHCS") to County, shall assist individuals and communities in recovering from the effects of these natural disasters by providing community-based outreach and psycho-educational services.

**Section 1. SCOPE OF SERVICES.**

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

A. Provide primary and secondary services according to the staffing structures described in Section 3 of this exhibit, as follows:

**(1) Primary Services:**

- a. **Individual Crisis Counseling:** Helps survivors understand their reactions, improve coping strategies, review their options, and connect with other individuals and agencies that may assist them.
- b. **Basic Supportive or Educational Contact:** General support and information on resources and services available to disaster survivors.
- c. **Group Crisis Counseling:** Group sessions led by trained crisis counselors who offer skills to help survivors cope with their situations and reactions.
- d. **Public Education:** Information and education about typical reactions, helpful coping strategies, and available disaster-related resources.
- e. **Community Networking and Support:** Relationship building with community resource organizations, faith-based groups, and local agencies.
- f. **Referral, and Resource Linkage:** Adult and child needs referral to additional disaster relief services, mental health or substance abuse treatment.

**(2) Secondary Services:**

- a. **Development and Distribution of Educational Materials:** Flyers, brochures, tip sheets, educational materials, and web site information developed and distributed by Program staff.
  - b. **Media and Public Service Announcements:** Media activities and public messaging in partnership with local media outlets, state and local governments, charitable organizations, or other community brokers.
- B. Ensure data is collected, as prescribed in Section 4 of this exhibit, in accordance with the FEMA Crisis Counseling Assistance and Training Program data toolkit, as approved by the US Office of Management and Budget (OMB No. 0903-0270). Consultant shall assist County in submitting this data to the State, as necessary.



## C. Adhere to the Program principles, as follows:

- (1) **Strengths-based:** Crisis Counselors assume natural resilience in individuals and communities, and promote independence rather than dependence on the Program, other people, or organizations. Crisis Counselors help survivors regain a sense of control.
- (2) **Outreach-oriented:** Crisis Counselors take services into the communities rather than wait for survivors to come to them.
- (3) **More practical than psychological in nature:** Crisis counseling is designed to prevent or mitigate adverse repercussions of disasters rather than to treat them. Crisis Counselors provide support and education, listen to survivors, and accept the content at face value. Crisis Counselors help survivors to develop a plan to address self-identified needs and suggest connections with other individuals or organizations that can assist them.
- (4) **Diagnosis-free:** Crisis Counselors do not classify, label, or diagnose people; they keep no records or case files. The Program does not provide mental health or substance use treatment, or critical incident stress debriefing. Services are supportive and educational in nature.
- (5) **Conducted in nontraditional settings:** Crisis Counselors make contact with survivors in their homes and communities, not in clinical or office settings.
- (6) **Culturally aware:** The Program embraces cultural and spiritual diversity as reflected in culturally relevant outreach activities that represent the communities served.
- (7) **Designed to strengthen existing community support systems:** Crisis Counselors support, but do not organize or manage, community recovery activities. Likewise, the Program supplements, but does not supplant or replace, existing community systems.
- (8) **Provided in ways that promote a consistent program identity:** Crisis Counselors should work together early to establish a unified identity. The Program strives to be a single, easily identifiable program, with services delivered by various local agencies.

## D. Utilize a population exposure model to help identify and prioritize groups, as follows:

- (1) Injured survivors, bereaved family members;
- (2) Survivors with high exposure to disaster trauma, or evacuated from disaster zones;
- (3) Bereaved extended family and friends, first responders;
- (4) People who lost homes, jobs, and possessions;
- (5) People with preexisting trauma and other dysfunction;
- (6) At-risk groups and other disaster responders;
- (7) Affected people from the larger community.

**Section 2. MANDATORY TRAINING**

- A. Consultant shall attend mandatory FEMA and SAMHSA training modules, in-person, for Crisis Counseling Assistance and Crisis Counseling staff, as follows:
- (1) Core Content Training: a two-day training that covers basic crisis counseling skills and services, data collection, and stress management techniques;
  - (2) Transition to RSP Training: prepares Program staff to support ongoing behavioral health needs and longer-term recovery;
  - (3) Online Data Forms Training for Crisis Counselors: Mobile Data Collection Application Training;
  - (4) Online database training;
  - (5) Review of the mobile Crisis Counseling Assistance and Training Program mobile application training video;
  - (6) RSP Mid-program Training: provides crisis counselors with problem-solving techniques for tough situations. It also addresses staff morale and stress management; and
  - (7) RSP Phasedown Training: covers topics related to planning ahead, leaving a legacy, and maintain community partnerships as the Program ends.

**Section 3. STAFFING.****A. Consultant Staff:**

- (1) **Provider Program Manager** (1.0 FTE):
  - a. Acts as lead coordinator and manager for the crisis counseling response;
  - b. Oversees staffing, training, reporting, data analysis, and fiscal monitoring;
  - c. Works with other disaster service agencies to ensure coordination of behavioral health response and no duplication of services;
  - d. Conducts regular site visits and accompanies crisis counselors as an observer to ensure appropriate services are delivered; and
  - e. Represents Program at high-level meetings within the community.
- (2) **Team Lead** (2.0 FTE): an experienced disaster behavioral health worker or behavioral health professional who supervises paraprofessional or less experienced crisis counselors:
  - a. Collaborates with County Fiscal Specialist and team including Administrative Assistant/Data Evaluation Specialist, and Provider Program Manager;
  - b. Leads a team of crisis counselors in the field;
  - c. Trains, debriefs, and provides supervision for the crisis counselors;
  - d. Provides coordination and oversight of the crisis counselors' plans of service;

- e. Helps assess people who require traditional mental health or substance use treatment;
- f. Uses data to conduct ongoing needs assessment;
- g. Coordinates data collection activities and reviews data form submissions for accuracy;
- h. Reviews and accepts or rejects forms submitted through the mobile application; and
- i. Performs crisis counseling as needed.

(3) **Crisis Counselor** (up to 10 FTE):

(4) **Administrative Assistant/Data Specialist** (0.5 FTE):

- a. Provides administrative support including but not limited to collecting and verifying timesheets, collecting data forms, ordering supplies, answering office phone calls, photocopying, faxing, and emailing of Program information;
- b. Schedules events and related training activities;
- c. Implements and oversees the Program's data collection activities and is the point of contact for entering data into the Program's web-based system; and
- d. Supports Provider Program Manager, and Team Leads and coordinates with County.

B. County Staff:

(1) **Fiscal Specialist** (1.0 FTE):

- a. Tracks and monitors funds, reviews and submits requests for program budget modifications and prepares fiscal reports;
- b. Performs quality control and oversight of program purchases; and
- c. Works closely with Consultant's Administrative Assistant/Data Specialist to ensure that funds are accessible and are being appropriately used for crisis counseling services.

(2) **Data/Evaluation Specialist** (0.5 FTE):

- a. Oversees the Program's data collection activities;
- b. Coordinates the development of marketing/educational materials and advertisements; and
- c. Supports and coordinates with Consultant's Administrative Assistant/Data Specialist.

**Section 4. MOBILE APPLICATION USE AND DATA COLLECTION.**

- A. **Mobile Application Overview:** The mobile application for data collection is designed to enhance and streamline the process of data entry and reduce the lag time between data collection and its availability to Program staff and federal partners. The

mobile application is intended for use by crisis counselors with access being restricted to those individuals with authorized accounts in the Crisis Counseling Assistance and Training Program Online Data Collection and Evaluation System ("ODCES"). The mobile application can work with all mobile devices.

- (1) The devices must have access to the Internet, either through Wi-Fi or cellular data, in order to download the application.
  - (2) The devices must also be able to access the internet on a regular basis to enable data upload through the mobile application to the ODCES.
  - (3) Use of the mobile app during an encounter will require Crisis Counselors to explain what data are being collected and for what reason. Users can explain to the survivors that the data are anonymous – no name, addresses, or personally identifiable information are collected. Showing the data collection app to the survivor can also be useful.
  - (4) Completed forms should be uploaded once the counselor who completed the form has access to an Internet connection – either immediately or by the end of the day.
- B. **Technology Needs:** The mobile application requires access to the ODCES for data entry and reporting. It also requires program-provided mobile devices or coverage of service for personal devices in the field. Devices must have access to Wi-Fi or a cellular service plan. County will provide Contractor with 8 cellular phones and County will be responsible for service lines. Contractor shall return cellular phones at the end of the Program to County.
- C. **User Access and Management:** The mobile application allows staff to manage user access to the mobile application and the ODCES. In order to gain access to the system, all Program staff are required to have an email address (personal or provided by the program) and maintain a secure password. The paper-based format requires that the SAMSHA Disaster Technical Assistance Center ("DTAC") manage user access and establish accounts for only those people designated as responsible for data or program reporting.
- D. **Data Entry Responsibility:** Use of the mobile application allows crisis counselors to enter data and upload their forms into the online system. In Programs using paper forms, a data entry assistant will be responsible for data entry in the online system.

## SUBAWARD COMPLIANCE

### A. DEFINITIONS.

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

- (1) **Catalog of Federal Domestic Assistance Number (“CFDA#”)** means the identifying grant number.
- (2) **Data Universal Numbering System Number (“DUNS#”)** means the unique nine-digit identification **number** assigned to the Subrecipient.
- (3) **Federal Award Identification Number (“FAIN”)** identifies each federal award within an agency unique to each federal fiscal year. The federal fiscal year begins October 1 and ends September 30 of the following calendar year.
- (4) **Federal Awarding Agency and Office** is the federal agency and office associated with the federal grant.
- (5) **Subrecipient** means the **non-federal entity** (e.g, state or local government, or a nonprofit organization) receiving a subaward, from a pass-through entity (e.g., HHSA), to carry out part of a federal program, per 2 CFR part 200.

### B. UNIFORM GUIDANCE PERTAINING TO FEDERAL AWARDS

- (1) Uniform administrative requirements, cost principles and audit requirements for federal awards are found in Title 2 of the Code of Federal Regulations (CFR) Part 200. Guidance specific to the programs administered by the federal Department of Health and Human Services can be found at 45 CFR Part 75 and guidance specific to programs administered by the federal Department of Agriculture can be found at 2 CFR Part 400, 415, 416, and 418.

### C. AUDIT REQUIREMENT

- (1) Pursuant to 2 CFR Part 200—Subpart F, any non-federal entity that expends a combined total of \$750,000 or more per year in federal awards for the purposes of carrying out federal programs must have an annual Single or Program Specific Audit conducted. This funding threshold is the aggregate of funds from all federal sources, not just funds coming from any one pass-through entity. Subrecipients that meet this threshold are required to submit their annual Single or Program Specific Audit to HHSA;
- (2) Pursuant to 2 CFR Part 200 – Subpart D, HHSA requires Subrecipients who do not have an annual Single or Program Specific Audit, to provide their independently audited or reviewed financial statements, or an independent accountant’s report of Agreed Upon Procedures applied to the program expending the subaward.

- (3) Submit financial reports and supporting documentation to County annually within 30 days of receipt to Shasta County Health and Human Services Agency, Business and Support Services, Attention: HHSA Fiscal Manager, P.O. Box 496005, Redding, CA 96049-6005.

**D. SUBAWARD IDENTIFYING INFORMATION**

Federal Awarding Agency and Office	Federal Emergency Management Agency (FEMA)
FAIN	FEMA-4382-DR-CA
Grant Title	Crisis Counseling Program
Program Description	Due to the Presidential Major Disaster Declaration, Shasta County is now eligible for a Crisis Counseling and Training Program grant from FEMA. The mission of CCP is to assist individuals and communities recover from the effects of natural and man-made disasters by providing community-based outreach and psycho-educational services. CCP supports short-term interventions including: assisting disaster survivors understand their current situation and reactions, mitigating stress, assisting survivors review their disaster recovery options, promoting the use and development of coping strategies, providing emotional support, and encouraging linkages with other individuals and agencies who may help survivors recover to pre-disaster functioning.
CFDA#	97.032 Crisis Counseling
Subrecipient	Northern Valley Catholic Social Service, Inc.
DUNS#	146491340

# NORTHERN VALLEY CATHOLIC SOCIAL SERVICE BUDGET

Shasta County Health & Human Services Agency  
1810 Market Street  
Redding, CA 96001

NVCSS  
2600 Washington Ave.  
Redding, CA 96001

## Multi-Year Service Budgets

Budget	ISP Budget Period 9/11/2018 - 06/30/2019 <i>mm/yy - mm/yy</i>	ISP Extension Budget Period 9/11/2018 - 06/30/2019 <i>mm/yy - mm/yy</i>	RSP Budget Period 7/1/2019 - 6/30/2020 <i>mm/yy - mm/yy</i>	Total Budgeted Costs
<b>Personnel/Position</b>	<b>FTE</b>			
Provider Program Manager	1.00	12,114.56	0	12,115
Team Lead	2.00	25,944.00	0	25,944
Crisis Counselors	10.00	93,251.20		93,251
Admin/Data Evaluation Specialist	0.50	5,106.00		5,106
Subtotal		136,415.76		136,416
Fringe Benefits (40.05%)		54,634.51	0	54,635
<b>Total Salary and Benefits</b>		191,050.27	0	191,050
<b>Operating Expenses</b>				
Office Expenses/Supplies	600	0	0	600
Equipment		0	0	0
Rents/Leases		0	0	0
Utilities/Communications		0	0	0
Travel	7,521	0	0	7,521
Software		0	0	0
Insurance		0	0	0
Postage		0	0	0
Client Cost of Care		0	0	0
Copies	375	0	0	375
Maintenance Labor and Supplies		0	0	0
<b>Total Operating Expenses</b>	8,496	0	0	8,496
<b>Other Expenses</b>				
Fixed Assets				0
(OTHER - Please Specify)				0
(OTHER - Please Specify)				0
<b>Total Other Expenses</b>	0	0	0	0
<b>Total Expenses</b>	199,546	0	0	199,546
<b>Administrative Cost</b>				
(Not to exceed 10%)				
<b>Totals</b>	199,546	\$0	\$0	199,546

### FOR COUNTY USE ONLY:

Cost Center

Account Code

Project Code

Activity Code

# **Exhibit D**

## **FEMA Award Letter**

**(FEMA-4382-DR-CA)**

**August 21, 2018**





U.S. Department of Homeland Security  
FEMA-4382-DR-CA  
10000 Goethe Road  
Sacramento, CA 95827

**FEMA**

August 21, 2018

Mr. Charles Rabamad  
Governor's Authorized Representative  
California Governor's Office of Emergency Services  
3650 Schriever Avenue  
Mather, CA 95655

Dear Mr. Rabamad:

This is in response to the State's request for the Immediate Services Program, Catalog of Federal Domestic Assistance #97.032, funding under Section 416 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Public Law 93-288, as amended), for FEMA-4382-DR-CA. This request has been reviewed by FEMA and the Center for Mental Health Services. Based on the staff recommendations, I am approving the request and have obligated funds in the amount of **\$356,678.75**. The grant award is contingent upon the State meeting the attached conditions, exceptions, and budget adjustments within seven (7) calendar days of approval.

Funding for the Immediate Services Program closes October 3, 2018. Disbursement of the funding will be provided through SMARTLINK.

If the Regular Services Program is needed, an application must be made within 60 days of the presidential declaration. If an extension of the Immediate Services Program funding is needed while the Regular Services Program application is being processed, a written request must be submitted to the Regional Administrator prior to CLOSE DATE, indicating and justifying the amount of additional funding. If a request for the Regular Services Program funding for crisis counseling is submitted, you must include an Immediate Services Program mid-program report as part of the request.

A final Program Report and a final SF-425 Financial Report must be submitted to the Regional Administrator within 90 calendar days after the last day of Immediate Services Program funding.

*Immediate Services Program Approval, FEMA-4382-DR-CA*  
*Page 2 of 2*

Should you, or your staff have any questions, please contact Rebecca Suarez, Human Services Group Supervisor at (540) 532-4053.

Sincerely,

MARK H  
ARMSTRONG  
William Roche  
Federal Coordinating Officer  
FEMA-4382-DR-CA

Digitally signed by MARK H  
ARMSTRONG  
Date: 2018.08.21 19:19:39  
-07'00'

CC: Donna Ures, Department of Health Care Services  
Jamie Seligman, Substance Abuse and Mental Health Services Administration  
Julie Liu, Substance Abuse and Mental Health Services Administration

Enclosure: FEMA-4382-DR-CA ISP Terms and Conditions (2 pages)

**Special Program Requests for Award****Application for Federal Assistance (Standard Form 424 and 424A)  
Conditions of Award**

- The State must submit a revised SF 424 and SF 424A reflecting the budget adjustments and the revised total program award of **\$356,678.75**.

**State and Provider Conditions:**

- The state must revise the State and Shasta County Summary Budget Tables reflecting recommended following changes.
- Due to a miscalculation of the Pre-award provider cost. The state total pre-award cost for Shasta County must be revised to \$62,189.48.
  - Due to the state Other Contractual Cost Category for Pre-Award Costs for Shasta County, the Total Cost line item of \$337,494 must be revised to \$339,783.26.
- The state Total State Cost (Pre-Award) line item of \$61,249.60 must be revised to \$63,538.60.
- The state Total State Cost (Total Costs) line item of \$354,389.75 must be revised to \$356,678.75.
- Shasta County Travel Pre-Award Cost budget table amount of \$2,289.00 was not provided in the Travel Subtotal Category. The state is requested to revise and ensure they include \$2,289.00 to the Travel Subtotal Category.
  - Due to the Travel Subtotal Category revision, the state needs to revise the Subtotal Direct Provider Charge from \$59,900.48 to \$62,189.48. Please be aware that the Subtotal Direct Provider Charges Total Cost (Pre Award and Projected Total) of \$333,283.26 is accurate.
  - Total Provider Charges for Pre-Award Cost of \$59,900.48 must be revised to \$62,189.48.
- Shasta County Team Leader is approved at the \$47.00 per hour wage. The State will need to justify the higher customary Team Leader hourly wage. For example, in other active California CCP programs such as Sonoma County, the Team Leader position wage is \$44.00 and Mendocino County it is \$31.00 per hour.
- Shasta County is approved at \$800 dollars per phone. The state will need to justify the higher customary price point for cell phones.

<b>Provider</b>	<b>County</b>	<b>Recommended Total Funded Costs</b>	<b>Approved Total Provider Costs</b>
State of California		\$16,895.49	\$16,895.49
California Department of Health Care Services	Shasta	\$337,494.26	\$339,783.26
<b>Total</b>		<b>\$354,389.75</b>	<b>\$356,678.75</b>

### **Standard Program Conditions of Award**

#### **Data Collection and Reporting**

- Data on service delivery must be collected in accordance with the FEMA Crisis Counseling Assistance and Training Program data toolkit as approved by the U.S. Office of Management and Budget (OMB No. 0930-0270) with an expiration date of 09/30/2018. The state must use the Individual/Family Crisis Counseling Services Encounter Log, Group Encounter Log, Weekly Tally Sheet, Adult and Child/Youth Assessment and Referral Tools, and Service Provider and Participant Feedback Surveys.
- The State must identify an individual to serve as the lead contact for management of all data collection activities. All staff involved in outreach and service delivery must be specifically trained in the data collection requirements using the FEMA Crisis Counseling Assistance and Training Program data toolkit and data must be entered via the mobile application and/or the CCP Online Data Collection and Evaluation System <http://www.ccpdata.org>. For technical assistance regarding CCP data forms, data entry via the online system please contact the SAMHSA Disaster Technical Assistance Center (DTAC) at 1-800-308-3515 or [DTAC@samhsa.hhs.gov](mailto:DTAC@samhsa.hhs.gov).
- A final program report must be submitted to FEMA Region with a copy to SAMHSA/CMHS, if the State does not choose to submit for a Regular Services Program (RSP).

#### **Fiscal Accounting and Monitoring**

- Expenditures by the grantee, contractors, and all other grant participants must be separate from non-grant State expenditures and consistent with the fiscal guidelines of the FEMA Crisis Counseling Assistance and Training Program.

#### **Training and Consultant Services**

- CMHS will recommend appropriate a trainer and/or consultant for the State's Crisis Counseling Program. Any selection and use of trainers and consultants made by the State must receive written prior approval by the CMHS Project Officer.

#### **Hotlines and Public Information Efforts**

- The grantee must include contact information and/or a hotline number for the Crisis Counseling Assistance and Training Program on the State's website as part of the overall communication plan.

**Carr Fire Addendum  
(Updated August 29, 2018)  
FEDERAL PROVISIONS**

This addendum is attached hereto and incorporated herein. If any ambiguity, inconsistency, or conflict exists or arises between the provisions of the agreement, the agreement's exhibits or appendices, and the provisions of this addendum, the provisions of this addendum shall govern. Failure to comply with any of the provisions set forth in this addendum, requirements incorporated by reference or any attachments is a material breach.

**I. DEFINITIONS**

- A. Contractor** shall have the same meaning as Consultant in this addendum.
- B. Government** means the United States of America and any executive department or agency thereof.
- C. FEMA** means the Federal Emergency Management Agency.
- D. Third Party Subcontract** means a subcontract at any tier entered into by Contractor or subcontractor, financed in whole or in part with Federal assistance originally derived from the Federal Emergency Management Agency.

**II. FEDERAL REQUIREMENTS AND CHANGES**

- A.** This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures and directives.
- B.** Contractor shall at all times comply with all applicable regulations, policies, procedures, and FEMA Directives as they may be amended or promulgated from time to time during the term of this agreement, including but not limited to those requirements of 2 CFR 200.317 through 200.326 and more fully set forth in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards, which is included herein by reference. Contractor's failure to so comply shall constitute a material breach of this contract.
- C.** The Contractor agrees to include the above clause in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.
- D.** Whether or not expressly set forth herein, all contractual provisions required by FEMA are hereby incorporated by reference. In the event of any conflict between any provision of this agreement or any FEMA term, condition, or requirement, the stricter standard shall apply. Consultant shall not perform any act, fail to perform any act, or refuse to comply with any requests that would cause County to be in violation of any FEMA term, condition, or requirement.
- E.** In the case of a contract for public works of improvement, the remedies set forth in California Civil Code section 3320 shall also be applicable.

**III. ACCESS TO RECORDS**

- A. The Contractor agrees to provide the County, FEMA, the Comptroller General of the United States or any their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. The Contractor agrees to maintain all books, records, accounts, and reports required under this agreement for a period of not less than three years after the later of: (a) the date of termination or expiration of this agreement or (b) the date County makes final payment under this agreement, except in the event of litigation or settlement of claims arising from the performance of this agreement, in which case, Contractor agrees to maintain same until the County, FEMA, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims, or exceptions related thereto.
- D. The requirements set for in paragraphs A, B, and C above are all in addition to, and should not be considered to be in lieu of, those requirements set forth in Section 15 of the agreement.

**IV. DEBARMENT AND SUSPENSION**

- A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- B. Contractor represents and warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension" or on the USEPA's List of Violating Facilities. Contractor agrees that neither Contractor nor any of its third party subcontractors shall enter into any third party subcontracts for any of the work under this agreement with a third party subcontractor who is debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under executive Order 12549 or on the USEPA's List of Violating Facilities. Gov. Code § 4477.
- C. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. Contractor agrees to the provisions of Attachment 1, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions, attached hereto and incorporated herein. For purposes of this agreement and Attachment 1, Contractor is the "prospective lower tier participant."
- D. The Contractor agrees to include paragraphs A and B above in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the paragraphs shall not be modified, except to identify the subcontractor who will be subject to its provisions.
- E. This certification is a material representation of fact relied upon by County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of California, the



County, and the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

- F. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

**V. NO FEDERAL GOVERNMENT OBLIGATIONS TO CONTRACTOR**

- A. The County and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Government, the Government is not a party to this contract and shall not be subject to any obligations or liabilities to the County, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- B. The Contractor agrees to include the above clause in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**VI. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE** (applicable to all construction contracts awarded meeting the definition of “federally assisted construction contract” under 41 C.F.R. § 61-1.3)

- A. Consultant agrees to comply with Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 C.F.R. Part 60). 41 C.F.R. 60-1.4 is hereby incorporated by reference.
- B. During the performance of this agreement, contractor agrees as follows:
  1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants

will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.



8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States

**VII. CONTRACT WORK HOURS AND SAFETY STANDARDS** (applicable to all construction contracts awarded meeting the definition of "federally assisted construction contract" under 41 CFR 61-1.3) Contractor agrees to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Part 60). 41 CFR 60-1.4 is hereby incorporated by reference.

During the performance of this contract, the contractor agrees as follows:

- A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanics receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forth hours in such workweek.
- B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

- C. Withholding for unpaid wages and liquidated damages. The City shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.
- D. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (A) through (C) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (C) of this section.

#### **VIII. NOTICE OF REPORTING REQUIREMENTS**

- A. Contractor acknowledges that it has read and understands the reporting requirements of FEMA in Part III of Chapter 11 of the United States Department of Justice's Office of Justice Programs Financial Guide, and agrees to comply with any such applicable requirements.
- B. The Contractor agrees to include the above clause in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

#### **IX. NOTICE OF REQUIREMENTS PERTAINING TO COPYRIGHTS**

- A. Contractor agrees that FEMA shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes:
  - 1) The copyright in any work developed with the assistance of funds provided under this agreement;
  - 2) Any rights of copyright to which Contractor purchases ownership with the assistance of funds provided under this agreement.
- B. The Contractor agrees to include paragraph A above in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

#### **X. ENERGY CONSERVATION REQUIREMENTS**

- A. The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201).
- B. The Contractor agrees to include paragraph A above in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**XI. CLEAN AIR AND WATER REQUIREMENTS** (applicable to all contracts and subcontracts in excess \$150,000, including indefinite quantities where the amount is expected to exceed \$150,000 in any year)

- A. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).
- B. Contractor agrees to report each violation of these requirements to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to FEMA and the appropriate EPA regional office.
- C. The Contractor agrees to include paragraph A and B above in each third party subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**XII. TERMINATION FOR CONVENIENCE OF COUNTY** (applicable to all contracts in excess of \$10,000)

See Section 7.B of the agreement.

**XIII. TERMINATION FOR DEFAULT** (applicable to all contracts in excess of \$10,000)

Contractor's failure to perform or observe any term, covenant or condition of this agreement shall constitute an event of default under this agreement. See Section 7.A of the agreement.

**XIV. CHANGES.**

See Section 8 of the agreement.

**XV. LOBBYING (Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).)**

- A. Contractor shall not use or pay any funds received under this agreement to influence or attempt to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- B. Contractor agrees to the provisions of Attachment 2, Certification Regarding Lobbying, attached hereto and incorporated herein (applicable for contracts or subcontracts in excess of \$100,000).
- C. Contractor agrees to include paragraphs A and B above in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

#### **XVI. MBE / WBE REQUIREMENTS**

The County intends to seek reimbursement of its costs incurred in connection with this project from FEMA. Accordingly, the CONTRACTOR shall make every effort to procure Minority and Women's Business Enterprises ("DBEs") through the "Good Faith Effort" process as required in 2 CFR 200.321. Failure to perform the "Good Faith Effort" process and submit the forms listed below with the bid shall be cause for a bid to be rejected as non-responsive and/or be considered as a material breach of the contract.

#### PRIME CONTRACTOR RESPONSIBILITIES

All recipients of this grant funding, as well as their prime contractors and subcontractors, must take all affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible make every effort to solicit bids from eligible DBEs. This information must be documented and reported.

#### "GOOD FAITH" EFFORT PROCESS

Any public or private entity receiving federal funds must demonstrate that efforts were made to attract MBE/WBEs. The process to attract MBE/WBEs is referred to as the "Good Faith" effort. This effort requires the recipient, prime contractor and any subcontractors to take the steps listed below to assure that MBE/WBEs are used whenever possible as sources of supplies, construction, equipment, or services. If a CONTRACTOR fails to take the steps outlined below shall cause the bid to be rejected as non-responsive and/or be deemed a material breach of the contract.

- A. Place qualified small and minority businesses and women's business enterprises on solicitation lists;
- B. Assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- C. Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- D. Establish delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
- E. Use the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.
- F. If subcontracts are to be let, Contractor shall take the affirmative steps listed in 2 CFR 200.321.

**XVII. PROCUREMENT OF RECOVERED MATERIALS (2 CFR 200.322)**

Contractor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**XVIII. INCORPORATION OF UNIFORM ADMINISTRATIVE REQUIREMENTS**

The preceding provisions include, in part, certain standard terms and conditions required by FEMA, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by FEMA are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FEMA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any County requests that would cause County to be in violation of the FEMA terms and conditions.

**XIX. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.**

The contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

**XX. DHS SEAL, LOGO, AND FLAGS.**

The Consultant shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials, including those of FEMA or the United States Coast Guard, without specific FEMA pre-approval.

**Attachment 1 to Carr Fire Addendum****CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS**

(Lower Tier refers to the agency or contractor receiving Federal funds, as well as any subcontractors that the agency or contractor enters into contract with using those funds)

As required by Executive Order 12549, Debarment and Suspension, as defined at 44 CFR Part 17, County may not enter into contract with any entity that is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal Government from participating in transactions involving Federal funds. Contractor is required to sign the certification below which specifies that neither Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal agency. It also certifies that Contractor will not use, directly or indirectly, any of these funds to employ, award contracts to, engage the services of, or fund any contractor that is debarred, suspended, or ineligible under 44 CFR Part 17.

**Instruction for Certification**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definition and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.



7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction originated may pursue available remedies, including suspension and/or debarment.

***Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions***

1. The prospective lower tier participant certifies, by submission of its proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

  
\_\_\_\_\_  
Contractor Signature

9.5.18  
\_\_\_\_\_  
Date

**Attachment 2 to Carr Fire Addendum****CERTIFICATION REGARDING LOBBYING***Certification for Contracts, Grants, Loans, and Cooperative Agreements*

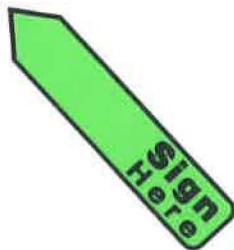
The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

  
\_\_\_\_\_  
Contractor Signature

9.5.18  
\_\_\_\_\_  
Date





REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** September 11, 2018

**CATEGORY:** Consent - Health and Human Services-10.

**SUBJECT:**

Revenue agreement with Shasta Regional Transportation Agency for Safe Routes to School services.

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

**Supervisory District No. :** All

**DEPARTMENT CONTACT:** Terri Fields Hosler, MPH, RD-Public Health Branch Director, (530) 245-

**STAFF REPORT APPROVED BY:** Terri Fields Hosler, MPH, RD-Public Health Branch Director

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

**RECOMMENDATION**

Approve and authorize the: (1) Chairman to sign a revenue renewal agreement with Shasta Regional Transportation Agency in an amount not to exceed \$170,000 to provide Safe Routes to School non-infrastructure activities in Shasta County effective date of signing through January 27, 2019; (2) Chairman to sign Appendix A - Scope of Work, and Appendix B - Fiscal Year 2018-19 Sub-Recipient Budget for Pass-Through Funds, to the agreement; and (3) Health and Human Services Agency (HHSA) Director or any HHSA Branch Director, as designated by the HHSA Director, to sign prospective and retroactive amendments and other documents related to the agreement that result in a net change of no more than \$17,000 to the maximum compensation that do not result in a substantial or functional change to the original intent of the agreement, and that otherwise comply with Administrative Policy 6-101, *Shasta County Contracts Manual*.

**SUMMARY**

Approval of this agreement will allow HHSA – Public Health to continue collaborating with Shasta Regional Transportation Agency (SRTA) to receive federal funds for the continuation of Safe Routes to School (SR2S) non-infrastructure activities through January 2019. The federal funds received from SRTA each year allows HHSA – Public Health to continue its efforts to improve the health of children and decrease childhood obesity by encouraging walking and biking to school safely.

**DISCUSSION**

The California Department of Transportation (Caltrans) offers funding opportunities for local governments and schools to partner on non-infrastructure agreements to fund programs that educate and encourage students and parents about walking and biking safely to and from school. The desired outcomes of the Safe Routes to School (SR2S) non-infrastructure program include: increased pedestrian, bicycle, and traffic safety; increased number of children walking and biking to and from school; improved childhood health; reduced rates of childhood obesity; and encouragement of healthy and active lifestyles.

The SR2S agreement will provide funding for HHSA - Public Health to continue its SR2S program with schools, city and county government, law enforcement, and community members to enable and encourage children to safely walk and bike to and from school. The HHSA-Public Health Project Manager will continue to oversee the planning, implementation, and evaluation of the project, working intensively with local school districts, members of law enforcement, and community members. Specific activities funded by the agreement include continuing to work with schools to educate students and families on safely walking and biking to school; training school crossing guards; coordinating Walk to School and Bike to School Day trainings; forming walking school busses/bike trains; and participating in activities to evaluate walking and biking.

**ALTERNATIVES**

The Board could choose not to approve this agreement, may direct staff to modify the terms of the agreement, or revise the recommended authority for the Director to sign future amendments.

**OTHER AGENCY INVOLVEMENT**

Shasta Regional Transportation Agency will serve as the responsible agency to Caltrans on behalf of HHSA – Public Health. Local law enforcement agencies – Redding and Anderson Police Departments and the Shasta County Sheriff’s Office – participate in Walk to School and Bike to School Day trainings and events. Anderson Police Department facilitates crossing guard trainings in Cascade School District. Redding, Cascade, and the Shasta Union High School districts participate in the SR2S program. Redding School District conducts walking school busses/bike trains.

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

**FINANCING**

Funding for this project is provided by the Federal Highway Administration through Caltrans and SRTA. Revenue and expenditures, including the local cash and/or in-kind match, associated with this agreement were included in Public Health’s FY 2018-19 Adopted Budget. No additional County General Funds are requested.

**ATTACHMENTS:**

Description	Upload Date	Description
SRTA Agreement	8/28/2018	SRTA Agreement

**SUB-RECIPIENT COOPERATIVE AGREEMENT**  
**between**  
**SHASTA REGIONAL TRANSPORTATION AGENCY**  
**and**  
**SHASTA COUNTY HEALTH AND HUMAN SERVICES AGENCY**

THIS AGREEMENT is entered into effective on the date of the last signature between Shasta County Health and Human Services Agency (hereinafter referred to as Sub-recipient) and the Shasta Regional Transportation Agency (hereinafter referred to as SRTA).

**RECITALS**

WHEREAS, the Sub-recipient is a sub-recipient of state and federal planning funds programmed in SRTA's annual Overall Work Program (OWP), administered by and through SRTA. The SRTA annual OWP is part of an agreement with the State of California Department of Transportation (Caltrans), which includes the Overall Work Program Agreement (OWPA) and Master Fund Transfer Agreement (MFTA). Together, the OWP, the OWPA and MFTA set forth the terms and conditions under which these funds are to be expended by SRTA and its sub-recipients.

WHEREAS, for other funds not covered under the OWPA and MFTA terms referenced and set forth under this AGREEMENT, the Sub-recipient shall be beholden to the terms of this AGREEMENT, unless superseded in the other funds grant agreement(s) signed by SRTA. Funding agencies that provide monies which are not included in the OWPA and MFTA sometimes have their own controls which may not be included herein. For non-OWPA and non-MFTA funds, the other funds grant agreement(s) shall have precedence in the event of contrary instruction/requirement. Copy of said other funds grant agreement will be provided by SRTA to the Sub-recipient under "Special Conditions" (Appendix D), as applicable. Other funds not subsumed under the OWPA and MFTA terms referenced and set forth under this AGREEMENT will also be incorporated into SRTA's annual OWP.

WHEREAS, SRTA and the Sub-recipient intend to coordinate development of the annual SRTA OWP, with final OWP approval by SRTA; and

WHEREAS, SRTA and the Sub-recipient intend to cooperate to ensure the timely development, adoption and implementation of integrated comprehensive regional plans and policies, as set forth by federal and state requirements; and

WHEREAS, SRTA and the Sub-recipient intend to cooperate to ensure continual satisfactory compliance with applicable federal and state laws and planning and management guidelines; and

WHEREAS, SRTA and the Sub-recipient intend to ensure their respective cost accounting systems meet federal and state regional planning fund requirements; and

WHEREAS, SRTA and the Sub-recipient intend to improve accountability of persons carrying out the duties prescribed in this AGREEMENT, and reduce delays associated with the billing process.

NOW, THEREFORE, IT IS MUTUALLY AGREED THAT:

1. Agreement with the Sub-Recipient and Amendments

- a. This AGREEMENT constitutes an annual arrangement between the Sub-recipient and SRTA, and may be amended by mutual written agreement and is subject to annual renewal.
- b. This AGREEMENT includes appendices, "Sub-recipient Scope of Work" (Appendix A), "Sub-recipient Budget" (Appendix B), and "Sample Sub-recipient Invoice" (Appendix C) hereinafter referred to as Appendices A, B, and C, respectively, attached hereto and incorporated herein by this reference.
- c. This AGREEMENT includes "Special Conditions" (Appendix D) hereinafter referred to as Appendix D, attached hereto. This Appendix D is purposed to outline requirements for funds subsumed under the OWPA and MFTA set forth under this AGREEMENT, as well as other funds not subsumed under the OWPA and MFTA, as applicable.
- d. SRTA's maximum payment obligation to the Sub-recipient is limited to those funds identified in Appendix B.
- e. Billable work cannot be performed without this fully signed AGREEMENT and corresponding notice to proceed.

2. Scope of Sub-Recipient Responsibilities

- a. SRTA shall engage the Sub-recipient and the Sub-recipient shall be responsible for the complete performance of the work described in Appendix A, including the grant-funded, local, and in-kind match work, in accordance with the budget constraints described in Appendix B as reflected in the adopted Overall Work Program.
- b. In accordance with Title 49, CFR, Part 18, Sections 18.36 and 37 and state laws and procedures, Sub-recipient contracts for work identified in attached Appendix A under "Consultant Work" are required to be competitively bid and awarded in accordance with Title 49, CFR, Part 18, Section 18.37 and consistent with Local Assistance Procedure Manual, Ch. 10 or successors thereto. **Sub-recipient must also include the respective SRTA project manager in selection processes for subcontracting work identified in Appendix A.**
- c. The Sub-recipient Project Manager shall coordinate all work described in Appendix A with the SRTA Project Manager identified under each project listed in Appendix B. SRTA shall not be obligated to make payments to the Sub-recipient until the Sub-recipient Project Manager has carried out the responsibilities described herein and in compliance with Sections 6 through 8 of this AGREEMENT.
- d. Sub-recipient shall maintain an oversight structure and process at its governing board level. This oversight may be in the form of an existing or new committee, such as a Budget and Personnel

FY 2018/19 Sub-Recipient Cooperative Agreement – Shasta County Health and Human Services Agency

Committee, Audit Committee or Finance Committee to oversee compliance with the applicable federal and state regulations cited herein.

3. Personnel

Personnel hired by the Sub-recipient to perform the work described in Appendix A shall be hired consistent with Sections 10, 12, 13, 14, and 15 of this AGREEMENT.

4. Time of Performance

The services provided pursuant to this AGREEMENT shall begin upon issuance of a Notice to Proceed by SRTA to the Sub-recipient and shall continue until completion, but not later than June 30 of each year. The Notice to Proceed shall be issued only upon receipt of final federal approval of the Overall Work Program (OWP) or, alternatively, annual SRTA Board of Directors approval of the OWP only in those instances that the Sub-recipient funds are not subject to the OWPA and MFTA.

5. Materials to be Furnished to the Sub-Recipient

- a. SRTA shall provide the Sub-recipient with a right to use (without charge by SRTA) information, data, reports, records, and maps which are in the possession of or readily available to SRTA, for the purposes of carrying out work under this AGREEMENT. However, SRTA's proprietary information or otherwise confidential or privileged materials shall not be provided to the Sub-recipient, unless authorized by SRTA's legal counsel.
- b. At the option of SRTA and if allowable under federal and state grant requirements, SRTA may procure equipment, software, or other materials for use by the Sub-recipient, only for purposes of carrying out work described under this AGREEMENT. The Sub-recipient agrees to comply with all license agreements for software or other materials procured by SRTA for use by the Sub-recipient.
- c. All equipment, software, or other materials provided to the Sub-recipient under this AGREEMENT shall remain the property of SRTA and shall be returned to SRTA upon project completion or termination.

6. Invoices and Progress Reports

- a. In performing the work described in Appendix A, the Sub-recipient may incur only the costs authorized by Appendix B. Said costs shall comply with Sections 8 and 9 of this AGREEMENT. The Sub-recipient shall submit to SRTA, not more frequently than every month, but at least quarterly, each requisition for payment (invoice) accompanied by a narrative progress report with deliverables, as identified in Appendix A.
- b. The Sub-recipient shall submit the following relative to an Invoice:
  - i. An invoice with supporting documentation (including receipts for purchases of items \$100.00 or greater), including but not limited to reports from the accounting system that support the costs claimed, in accordance with Appendix C.

FY 2018/19 Sub-Recipient Cooperative Agreement – Shasta County Health and Human Services Agency

- ii. A progress report that, in narrative form, describes progress toward completion of tasks, projects, and products, conformance with project schedules, and reporting of all costs incurred for the work elements contained in Appendix A; and
- iii. Upon request of SRTA, additional information or documentation to support the costs contained in the invoice.
- c. The Sub-recipient shall submit an invoice to SRTA, no later than thirty (30) days after the close of each quarter, describing progress toward completion of all tasks, projects, and products, conformance with project schedules, and reporting of all costs incurred for the work elements contained in Appendix A.
- d. For travel and subsistence (per diem) expenses of Sub-recipient and its contractors, rates shall not exceed rates authorized to be paid rank and file state employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by Sub-recipient are in excess of DPA rates, SRTA will not reimburse those amounts in excess of the DPA rates.
- e. In the submittal of invoices the Sub-recipient shall provide hard copies of all completed products and/or deliverables to the assigned SRTA Project Manager, and a commonly used electronic format at the discretion of the SRTA Project Manager, as referenced in Section 9 of this AGREEMENT.
- f. Year-end invoices and supporting documentation shall be received by SRTA on or before August 15<sup>th</sup> of each fiscal year. Invoices received by SRTA after August 15<sup>th</sup> for the preceding fiscal year shall not be paid.
- g. Payment of Sub-recipient invoices is contingent upon receipt by SRTA of the above documentation provided by the Sub-recipient, consistent with Sections 7 through 9 of this AGREEMENT. Payment to the Sub-recipient is further contingent upon SRTA's determination that the performance of the Sub-recipient meets federal, state and SRTA standards. Sub-recipient invoices shall be reviewed and submitted for payment by SRTA within thirty (30) days of receipt based on complete and accurate invoices. Delays or non-receipt of SRTA funds may be passed on to the Sub-recipient by SRTA if reimbursement is not timely and/or does not occur.
- h. Deadlines described in Sections 6c and 6f may be waived if mutually agreed to by SRTA and the Sub-recipient, in writing.
- i. The Sub-recipient shall not be entitled to reimbursement of indirect costs unless a copy of a federal cognizant agency-approved, indirect cost allocation plan has been received by SRTA prior to submittal of the first invoice from the Sub-recipient. At this point, only fund sources eligible for indirect costs reimbursement will be eligible.

7. Non-Federal Match

- a. The Sub-recipient shall provide the required cash and/or in-kind match in accordance with Appendix B, along with Local Match Reports provided in a format consistent with Appendix C. However, it remains the responsibility of the Sub-recipient to ensure SRTA receives the Cash and/or In-Kind Match Reports and documentation in accordance with the requirements described in subsection b and c below.
- b. Cash Match Reports shall be submitted with invoices approved by the Sub-recipient Executive Director, City Manager, General Manager or his/her designee. Cash Match Reports shall include the following information: 1) the name of the Sub-recipient; 2) applicable OWP Work Element; 3) amount of the match and the non-federal source of the matching funds; and 4) statement that the source of funds are non-federal accompanied by an authorized signature of the Sub-recipient providing the match.
- c. In-Kind Match Reports shall be submitted with invoices approved by the Sub-recipient Executive Director, City Manager, General Manager or his/her designee. In-Kind Match Reports shall include the following information: 1) the name of the Sub-recipient and/or local public agency within the Sub-recipient; 2) applicable OWP work element number; 3) description of services performed; 4) period of the service performed; 5) employee name; 6) actual pay rate; 7) total hours worked; 8) fringe benefit rate; 9) indirect cost rate (if the rate is approved as part of an indirect cost plan submitted in accordance with Section 6 above); 10) total cost incurred; and 11) a statement that costs were funded with non-federal local funds accompanied by an authorized signature of the Sub-recipient and/or local agency(ies) providing the match. The Sub-recipient shall also provide additional information or documentation relative to the Match Reports upon the request of SRTA.

8. Cost Principles

- a. Sub-recipient agrees to be bound by and shall require its Consultants and/or Contractors to comply with the following:
  - i. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, shall be used to determine the allowability of individual project cost items; and
  - ii. The federal administrative procedures in accordance with 49 Code of Federal Regulations, Part 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments".
- b. Any costs for which the Sub-recipient receives payment or credit that is determined by a subsequent audit or other review by either SRTA, Caltrans, or other state or federal authorities to be unallowable under, but not limited to, 2 CFR Part 200; 48 CFR Chapter 1, Part 31; or 49CFR, FY 2018/19 Sub-Recipient Cooperative Agreement – Shasta County Health and Human Services Agency

Part 18, shall be repaid by Sub-recipient within thirty (30) days of the Sub-recipient receiving notice of audit findings.

- c. All costs charged to this AGREEMENT by the Sub-recipient shall be supported by properly executed payrolls showing labor (wage) rates per hour, time records, and invoices and vouchers evidencing in proper detail the nature of the charges. These costs shall comply with the cost principles cited above in paragraph 8a of this AGREEMENT.
- d. All reports and documents produced under this AGREEMENT using federal transportation funds shall include the following statement:

*"The preparation of the report was financed in part through grants from the United States Department of Transportation (DOT) as facilitated by the Metropolitan Planning Organization, the Shasta Regional Transportation Agency."*

Alternatively, for other funds not subsumed under the OWPA and MFTA set forth under this AGREEMENT, Sub-recipient should use the above wording, referencing the applicable federal and/or state funding agency per the other funds grant agreement.

- e. The Sub-recipient agrees to furnish documentation to SRTA to support this requirement that its Agreements with a Contractor contain provisions requiring adherence to this Section in its entirety.

9. Written and Electronic Versions of Work Products and Related Materials

- a. The Sub-recipient shall provide copies of all of its deliverables, as well as support data created pursuant to the Scope of Work, to SRTA in electronic format. Hard copies will also be provided upon SRTA request. Related materials, including any reports, newsletters, or other written materials, will also be provided in hard copy and/or electronic format, upon SRTA request.
- b. Any graphics or images accompanying the text of these written materials shall be included in the electronic version, in a format (e.g. JPEG, BMP, or PNG) requested by SRTA staff. The quality of the images will be a minimum 300-600 DPI resolution, typically a 3MB or more file size.
- c. The electronic versions of all written materials, data files, and accompanying graphics or images shall, when printed or otherwise displayed, appear in the identical format, location, quality, and state of replicating in which they appear in the hard copy versions.
- d. Materials in the electronic version shall be presented to SRTA in a medium pre-approved in writing by the SRTA Project Manager. For reports this would typically be in Microsoft Word and Adobe Acrobat formats.



- e. SRTA shall be free to copyright material developed under this AGREEMENT. The applicable federal and/or state funding agency may reserve a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and authorize others to use, work products funded under this AGREEMENT for government purpose.

10. Records Retention and Audits

- a. The Sub-recipient shall maintain, and shall require that its Contractor maintain, all source documents, books, and records connected with their performance of work initiated under this AGREEMENT and each annual SRTA OWP for a minimum of three (3) years from the date of final payment to Sub-recipient, or until audit resolution is achieved for each annual SRTA OWP, whichever is later, and shall make all supporting information available for inspection and audit by representatives of SRTA, the state, the Bureau of State Audits, or the federal government upon request. Copies will be made and furnished by SRTA upon request, at no cost to SRTA.
- b. The Sub-recipient shall establish and maintain, and shall require that its Contractor establish and maintain, an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support Invoices which segregate and accumulate the costs of work elements by line item (i.e. direct labor, other direct costs, subcontractors, etc.) and enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.
- c. The Sub-recipient agrees to include all costs associated with this AGREEMENT and any amendments thereto to be examined in the annual audit and in the schedule of activities to be examined under a single audit prepared by the Sub-recipient in compliance with Office of Management and Budget Circular A- 133.
- d. For the purpose of determining compliance with Title 2, California Government Code, Chapter 6.5, Article 2, Section 8546.7, Sub-recipient and its contractors shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts and/or agreements, including, but not limited to, the costs of administering those various contracts and/or agreements. All of the above referenced parties shall make such contracts and/or agreements available at their respective offices at all reasonable times during the entire period of the contract duration and for three (3) years from the date of final payment to Consultant or until audit resolution is achieved for each annual SRTA Overall Work Program Agreement, whichever is later. The State, the California State Auditor, or any duly authorized representative of the State or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent to the fulfillment of the contracts and/or agreements for audits, examinations, excerpts, and transactions, and Consultant and its subconsultants shall furnish copies thereof if requested.

- e. Neither the pendency of a dispute nor its consideration by SRTA, Caltrans, or the state will excuse the Sub-recipient from full and timely performance in accordance with the terms of this AGREEMENT.
- f. The Sub-recipient agrees to furnish documentation to SRTA to support this requirement that its Agreements with a Contractor contain provisions requiring adherence to this Section in its entirety.

11. Certifications and Assurances

- a. The Sub-recipient shall adhere to the requirements contained in SRTA's annual Certification and Assurances (FHWA and FTA "Metropolitan Transportation Planning Process Self-Certification") submitted as part of SRTA's annual OWP, pursuant to 23 CFR 450.334 and 23 U.S.C. 134. This Certification shall be published annually in SRTA'S OWP. Such requirements shall apply to the Sub-recipient to the same extent as SRTA and may include, but are not limited to:
  - i. 23 U.S.C. 134, 49 U.S.C. 5303, and subpart C of 23 CFR part 450;
  - ii. In nonattainment and maintenance areas, sections 174 and 176(c) and (d) of the Clean Air Act, as amended (42 U.S.C. 7504, 7506(c) and (d)) and 40 CFR part 93;
  - iii. Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d-1) and 49 CFR part 21;
  - iv. 49 U.S.C. 5332, prohibiting discrimination on the basis of race, color, creed, national origin, sex, or age in employment or business opportunity;
  - v. Section 1101(b) of the FAST Act (Pub. L. 114-94) and 49 CFR part 26 regarding the involvement of disadvantaged business enterprises in USDOT funded projects;
  - vi. 23 CFR part 230, regarding the implementation of an equal employment opportunity program on Federal and Federal-aid highway construction contracts;
  - vii. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) and 49 CFR parts 27, 37, and 38;
  - viii. The Older Americans Act, as amended (42 U.S.C. 6101), prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;
  - ix. Section 324 of title 23 U.S.C. regarding the prohibition of discrimination based on gender; and

- x. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and 49 CFR part 27 regarding discrimination against individuals with disabilities.
- b. The Sub-recipient shall additionally comply with the requirements contained in the annual FTA "Certifications and Assurances for FTA Assistance Program," including "Certifications and Assurances Required of Each Applicant", the "Lobbying Certification" in compliance with 49 U.S.C. Chapter 53; and the "Procurement and Procurement Systems"; published annually in SRTA'S OWP and found online at [http://www.fta.dot.gov/grants/12825\\_93.html](http://www.fta.dot.gov/grants/12825_93.html). Such assurances shall apply to the Sub-recipient to the same extent as SRTA, including but not limited to the following areas:
  - i. Authority of Applicant and its Representatives;
  - ii. Standard Assurances;
  - iii. Intergovernmental Review Assurance;
  - iv. Suspension and Debarment Certification;
  - v. U.S. OMB Assurances in SF-424B and SF-424D.
- c. The Sub-recipient shall additionally comply with Federal and State Lobbying Activities Certification:
  - i. By signing this AGREEMENT, the Sub-recipient certifies, to the best of its knowledge and belief, that no state or federal funds have been paid or will be paid, by or on behalf of the Sub-recipient, to any person for influencing or attempting to influence an officer or employee of any 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 of any state or federal contract, the making of any state or federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
  - ii. If any funds other than state or federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Sub-recipient shall complete and submit Federal Standard Form-LL, "Disclosure Form to Report Lobbying," in accordance with those form instructions.
  - iii. This certification is a material representation of fact, upon which reliance was placed when this AGREEMENT was entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. and by the MFTA between SRTA and Caltrans or, alternatively, the grant agreement with the respective

funding entity. Any persons who fail to file the required certification shall be subject to a civil penalty of not less than \$10,000 and more than \$100,000 for each such failure.

- d. The Sub-recipient shall further require its Contractor(s) to comply with these Certifications. The Sub-recipient agrees to furnish documentation to SRTA to support this requirement that all of its agreements with a Contractor contain provisions requiring adherence to this Section in its entirety.

12. Equal Employment Opportunity/Nondiscrimination

- a. In the performance of work undertaken pursuant to this AGREEMENT, the Sub-recipient for itself, its assignees, and successors in interest, shall affirmatively require that its employees and Contractor shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (including cancer), age (over 40), marital status, denial of family and medical care leave, and denial of pregnancy disability leave.
- b. The Sub-recipient shall ensure that the evaluation and treatment of their employees and applicants for employment, as well as their contractors, are free from such discrimination and harassment. The Sub-recipient shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing the Government Code sections referenced above, are incorporated into this AGREEMENT by reference and made a part hereof as set forth in full. The Sub-recipient shall give written notice of their obligations under this clause to labor organizations with which they have collective bargaining or other labor agreements.
- c. In the event of the Sub-recipient's noncompliance with the nondiscrimination provisions of this AGREEMENT, SRTA shall impose such contract sanctions as it, the DOT, or other applicable funding agency may determine to be appropriate, including, but not limited to:
  - i. Withholding of payments to the Sub-recipient under this AGREEMENT until the Sub-recipient complies; and/or
  - ii. Cancellation, termination or suspension of the AGREEMENT, in whole or in part.
- d. Sub-recipient shall permit access to all records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission or any other agency of the State of California designated by the State to investigate compliance with this section.

- e. The Sub-recipient shall include the provisions of this Section in every agreement with its contractor(s). The Sub-recipient shall take such action with respect to any such agreement as SRTA, the DOT, or other applicable funding agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

13. Conflict of Interest

The Sub-recipient and its officers, employees, and agents (including a Contractor) that perform work under this AGREEMENT shall comply with federal and state conflict of interest laws, regulations and policies, and applicable provisions of SRTA's Conflict of Interest Policy.

14. Independent Contractor

The Sub-recipient and its officers, employees, and agents shall be independent contractors in the performance of this AGREEMENT.

15. Disadvantaged Business Enterprise (DBE)

- a. It is the policy of SRTA, the California Department of Transportation, and the U.S. Department of Transportation, that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, shall have an equal opportunity to receive and participate in the performance of agreements financed in whole or in part with FHWA/FTA funds provided under this AGREEMENT.
- b. The Sub-recipient, its employees, and its contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of FHWA/FTA funds-assisted contract or in the administration of SRTA's DBE program per the requirements of 49 CFR Part 26. Failure to carry out the requirements of this paragraph shall constitute a breach of contract and may result in termination of this AGREEMENT or such other remedy SRTA may deem appropriate.
- c. The Sub-recipient shall, as required by 49 CFR Part 26, include the language in Appendix E into all contracts funded in whole or in part with funds authorized in this agreement.

16. Disputes

- a. Should either party to this AGREEMENT bring legal action against the other (formal judicial proceeding, mediation or arbitration), the case shall be handled in Shasta County, California, and the party prevailing in such action shall be entitled to a reasonable attorney's fee which shall be fixed by the judge, mediator, or arbitrator hearing the case and such fee shall be included in the judgment, together with all costs.
- b. Neither the pendency of a dispute nor its consideration by SRTA, Caltrans, and/or the respective funding agency will excuse the Sub-recipient from full and timely performance in accordance with the terms of this AGREEMENT.

17. Hold Harmless

- a. Sub-recipient shall defend, indemnify and hold SRTA, its officers, agents and employees harmless from and against any and all liability, loss, expense or claims or damages arising out of the performance of this AGREEMENT but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Sub-recipient, its officers, agents or employees.
- b. SRTA shall defend, indemnify and hold Sub-recipient, its officers, agents and employees harmless from and against any and all liability, loss, expense or claims or damages arising out of the performance of this AGREEMENT but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of SRTA, its officers, agents or employees.
- c. The Sub-recipient further agrees to reimburse SRTA for claims, demands, costs or liability associated with the incomplete performance of work contained in Appendix A, in the event that the SRTA terminates this AGREEMENT in accordance with Section 19.b. herein.

18. Noncompliance

In addition to such other remedies as provided by law, in the event of noncompliance with any grant condition or specific requirement of this AGREEMENT, this AGREEMENT may be terminated.

19. Termination of Agreement

- a. Termination for Convenience: Either party may terminate this AGREEMENT at any time by giving written notice to the other party of such termination at least thirty (30) calendar days before the effective date of such termination. In such event, all finished or unfinished documents and other materials as described in the AGREEMENT shall be returned to SRTA at its option. The Sub-recipient shall return at the option of SRTA, all equipment, software, or other materials provided to the Sub-recipient under this AGREEMENT. If this AGREEMENT is terminated by SRTA, as provided herein, the Sub-recipient shall be reimbursed for expenses incurred prior to the termination date, in accordance with Section 6 through 8 of this AGREEMENT.
- b. Termination for Cause: If through any cause, the Sub-recipient shall fail to fulfill in a timely and proper manner its obligations under this AGREEMENT, or if the Sub-recipient violates any of the covenants, agreements, or stipulations of this AGREEMENT, SRTA shall thereupon have the right to terminate the AGREEMENT by giving not less than ten (10) calendar days written notice to the Sub-recipient of the intent to terminate and specifying the effective date thereof. SRTA shall provide a reasonable opportunity for the Sub-recipient to cure prior to termination. Upon termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the Sub-recipient under this AGREEMENT shall be provided to SRTA. At the option of SRTA, the Sub-recipient shall return all equipment, software, or other materials provided to the Sub-recipient under this AGREEMENT.

FY 2018/19 Sub-Recipient Cooperative Agreement – Shasta County Health and Human Services Agency

The Sub-recipient shall be entitled to receive compensation for all work satisfactorily completed, in SRTA's judgment, in accordance with Appendix A prior to the effective date of termination.

- c. Fiscal Funding Out: Sub-recipient may terminate this AGREEMENT immediately upon email or other written notice should funding cease or be materially decreased during the term of this AGREEMENT. Likewise, SRTA may also terminate this AGREEMENT immediately for the same purpose.

20. Environmental, Resource Conservation, and Energy Requirements

The Sub-recipient recognizes that many federal and state statutes imposing environmental, resource conservation, and energy requirements may apply to the Project. The Sub-recipient agrees to adhere to any such federal and state requirements.

21. Notice

Any notice or notices required or permitted to be given pursuant to this AGREEMENT may be personally served on the other party by the party giving such notice, or may be served by certified mail, return receipt requested, to the following addresses:

If to SRTA:

Shasta Regional Transportation Agency  
Attn: Daniel S. Little, AICP, Executive Director  
1255 East Street, Suite 202  
Redding, CA 96001

If to Shasta County HHSA (Sub-recipient):

Director of Business and Support  
Services Attn: Contracts Unit  
P.O. Box 496005  
Redding, CA 96049-6005

Branch Director  
HHSA Public Health  
Attn: Contracts Unit  
2650 Breslauer Way  
Redding, CA 96001-4246

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the date of the last signature below:

**Shasta Regional Transportation Agency:**

**Sub-recipient:**

**County of Shasta**

\_\_\_\_\_  
Daniel S. Little, AICP, Executive Director

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

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

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

\_\_\_\_\_  
John Kenny, SRTA Legal Counsel

ATTEST:


LAWRENCE G. LEES

Clerk of the Board of Supervisors


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

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

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

  
APPROVED AS TO FORM  
SHASTA COUNTY COUNSEL  
Alan H. Cox  
Deputy County Counsel  
8/24/18

**RISK MANAGEMENT APPROVAL**

BY:  08/23/18  
James Johnson  
Risk Management Analyst



## Appendix A – Scope of Work

### 2018-19 SRTA Overall Work Program (OWP) Scope of Work for County of Shasta, Health and Human Services Agency (HHSA)

**Work Element: 707.02 – Safe Routes to School Non-Infrastructure Grant**

Project Description:

To increase safety for non-motorized users. Complete year two of ATP Cycle 1 grant scope of work. SRTA administers the Safe Routes to School grant. Shasta County Health and Human Services Agency (HHSA) manages the work program and produces all deliverables.

Tasks and Deliverables:

<b>Product 1: Grant administration</b>			
<b>Task/Activity</b>		<b>Resp. Agency</b>	<b>Schedule</b>
1.1	Contract management, fiscal accounting and reporting.	SRTA	Jul 2018 – Jan 27, 2019
<b>Product 2: ATP SR25 Cycle 1 Grant Work Program</b>			
<b>Task/Activity</b>		<b>Resp. Agency</b>	<b>Schedule</b>
2.1	Conduct and/or participate in pedestrian and bicycle programs, activities and initiatives that support pedestrian and bicycle travel and safety.	Shasta County HHSA	Jul 2018 – Jan 27, 2019
2.2	Provide pedestrian curriculum with Redding and Cascade School District to at least six (6) classes. Provide helmet fitting and bike education to community groups as requested. Provide Walk to School (WTS) trainings to parents and schools. Provide one (1) W2S day to Shasta County Schools.		Aug 2018 – Jan 27, 2019
2.3	Train and work with an organization to provide at least 15-10 ped/bike safety activities at 5-10 schools. Encourage and support at least two (2) walking school busses within the county.		Jul 2018 – Jan 27, 2019

2.4	Continue to work with law enforcement to give safety lights to children who are riding/walking safely in Anderson. Continue relationship with law enforcement to assist with Walk to School Day/Xing guard training.	July 2018 – Jan 27, 2019
2.5	Encourage and support daily walking school buses/bike trains opportunities as they arise.	Jul 2018 – Jan 27, 2019
2.6	Work with cities in Shasta County, schools, and community partners to provide resources, such as signage or other materials <u>arterials</u> , for bicycle courses where bicycle safety education events will take place. Distribute National Safe Routes to School parent surveys and submit to National SRTS Center.	Jul 2018 – Jan 27, 2019
2.7		Aug 2018 to Jan 27, 2019
2.8	Expand and coordinate annual bicycle/pedestrian counts in Shasta County.	Aug 2018 to Jan 27, 2019

Daniel S. Little, Executive Director, AICP  
Shasta Regional Transportation Agency

Date

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

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

ATTEST:

LAWRENCE G. LEES

Clerk of the Board of Supervisors

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

Deputy

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

**Appendix B - Budget**  
Shasta Regional Transportation Agency  
Fiscal Year 2018-19 Sub-Recipient Budget for Pass-Through Funds  
Sub-Recipient: Shasta County Health & Human Services Agency

Work Element	Project Name	SRTA Project Manager	HSA Project Manager	PPM	FHWA PL	FTA 5303	SRTS	ATP	Non-Federal Match	Total
707.02	Safe Routes to Schools ATP Cycle 1 Grant	Keith Williams	Jenn Snider					\$170,000	\$0	\$170,000
<b>TOTAL AMOUNT AVAILABLE TO SUB-RECIPIENT</b>										<b>\$170,000</b>

Accepted:

Daniel S. Little, Executive Director, AIQP  
Shasta Regional Transportation Agency

Date

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

Date:

ATTEST:

LAWRENCE G. LEES

Clerk of the Board of Directors

By:

Deputy

Date:

Invoice Number:  
Billing Period:

## Instructions

- \_\_\_\_\_  
 Authorizing Signature Date  
 \_\_\_\_\_  
 Title

Other supporting documentation such as timesheets, fringe benefit reports, policies or other personnel related documents must be maintained in the agencies' office and made available for review if needed/requested.

### Appendix D – Special Considerations

In addition to compliance with the provisions of the grant specified within the sub-recipient cooperative agreement, the sub-recipient must adhere to all other applicable provisions of the following, stipulated grants and/or funding sources.

- ☐ Master Fund Transfer Agreement (for recipients of Federal Planning (PL) and FTA 5303 funds) - Attached
- ☐ Planning Programming & Monitoring (PPM)
- ☐ Safe Routes to School (SR2S) Local Assistance Program Guidelines, Chapter 24, Federal Safe Routes to School Program Guidelines, dated April 15, 2011
- ☐ Strategic Growth Council Sustainable Communities Planning Grant (Prop 84)
- ☐ Regional Surface Transportation Program (RSTP) Project Eligibility Guidelines (SRTA Section 1220 Administration of RSTP Policies) – Attached
- ☐ SRTA Non-Motorized Program Policies
- ☒ Master Agreement Administering Agency-State for State-Funded Projects No. 00486S
- ☒ Program Supplement No. N96 to Administering Agency-State Agreement for State Funded Projects No. 00486S (For project ATPLNI-6496(006))

Revised 10-13-2015 and 12-8-2015

## Appendix E

### CPG Sub-Recipient Responsibilities for DBE Include:

- Participation in the race neutral DBE Program when contracting/awarding to sub-recipients or planning consultants involving any fraction of federal CPG funds.
- Participation in the race neutral DBE Program even if sub-recipients have not contracted out work to sub-recipients or consultants. They must also complete, sign and turn in the FTA DBE Uniform Report form, showing zero dollars. This information will provide necessary data for the federally mandated Caltrans DBE disparity study.
- Completion of the FTA DBE Uniform Report form twice a year: April 1<sup>st</sup> and October 1<sup>st</sup>. The DBE Uniform Report shows the federal dollar amount provided through contract/s as well as DBE participation in these contracts. This information will provide necessary data for the federally mandated Caltrans DBE disparity study and reporting to the FTA. The completed forms are sent to the appropriate Caltrans Headquarters, Office of Regional and Interagency Planning Liaison.
- Development and implementation of a DBE Program following the Caltrans DBE Program Plan, pursuant to the Master Fund Transfer Agreement, Article IV, Section 2. This Plan formally acknowledges the statutory and/or regulatory requirements with its race-neutral measures, and their commitment to comply with all the prescribed responsibilities explained herein.
- Development and maintenance of a Bidder's List, consisting of information about all DBE and non-DBE firms that bid or quote on CPG-assisted contracts. The Bidder's List includes the name, address, DBE/non-DBE status, age and annual gross receipts of firms.
- Inclusion of the following clause is required, verbatim, in each CPG-assisted contract:
  - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of United States Department of Transportation-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as recipient deems appropriate.
- Inclusion of contractual language specifying prompt payment clauses are required in the foregoing provisions. These prompt payment clauses benefit all subcontractors equally.
  - **Prompt Progress Payment to Subcontractors**—A prime contractor or subcontractor shall pay to any subcontractor not later than 10-days of receipt of each progress payment, in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The

10-day rule is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30-days may take place only for good cause and with the agency's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies of that Section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

- **Prompt Payment of Withheld Funds to Subcontractors**—The MPO, RTPA or local government entity shall include either (1), (2), or (3) of the following provisions in their CPG-assisted contracts to ensure prompt and full payment of retainage (withheld funds) to subcontractors in compliance with 49 CFR 26.29.

- 1) No retainage will be held by the agency from progress payments due to the prime contractor. Prime contractors and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.
- 2) No retainage will be held by the agency from progress payments due to the prime contractor. Any retainage kept by the prime contractor or by a subcontractor must be paid in full to the earning subcontractor in 30-days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

- 3) The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within 30-days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating prime contractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of: a dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance; and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.



REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** September 11, 2018

**CATEGORY:** Consent - Health and Human Services-11.

**SUBJECT:**

Resolution approving amendment to CSBG agreement

**DEPARTMENT:** Housing and Community Action Programs

**Supervisory District No. :** ALL

**DEPARTMENT CONTACT:** Laura Burch, Director, (530) 225-5182

**STAFF REPORT APPROVED BY:** Laura Burch, Director

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

**RECOMMENDATION**

Take the following actions: (1) Adopt a resolution which approves and authorizes the: (a) Chairman to sign Amendment Number 1 to the Community Services Block Grant (CSBG) agreement with the State Department of Community Services and Development (CSD) effective date of signing to provide services to persons living in poverty in Shasta County to increase funding by \$42,538 (for a new total not to exceed \$337,945), extend the end date of the term five months through May 31, 2019, and make other minor changes; (b) Chairman to sign any additional amendments to the agreement, including retroactive, including changes to the maximum compensation of no more than \$33,794, during the period January 1, 2018 through May 31, 2019, so long as they otherwise comply with Administrative Policy 6-101, *Shasta County Contracts Manual*; (c) Director of the Department of Housing and Community Action Programs (Director), or his or her designee, to sign the Certification Regarding Lobbying, CSBG budget, and all other CSBG documents and reports required by CSD, including retroactive, to secure the grant and for the implementation and administration of the program and (d) Director to act on behalf of the County of Shasta and the Shasta County Community Action Agency in all matters pertaining to the agreement; and (2) approve a budget amendment increasing appropriations and revenue by \$49,538 in the Community Action budget.

**SUMMARY**

N/A

**DISCUSSION**

Each year, the Community Action Agency receives funds from the State of California Department of Community Services and Development for the Community Services Block Grant (CSBG) program. The State of California has made available an amendment and augmentation to the CSBG agreement. Approval of the recommendation to adopt a resolution would authorize the Chairman to sign Amendment Number 1 to the State of California Department of Community Services and Development Standard Agreement Number 18F-5044 and authorize the Director of Housing and Community Actions Programs to sign all required CSBG reports.

The CSBG funds are used to provide services to persons living in poverty in the areas of housing, nutrition, domestic  
Page 135 of 445

violence, health, and self-sufficiency. The CSBG contract currently in effect is in the amount of \$295,407. The proposed amendment is to the program year 2018 CSBG agreement for the period January 1, 2018 through December 31, 2018. The amendment will increase CSBG funding from the State of California by \$42,358 for a total contract amount of \$337,945 and extend the term five months through May 31, 2019.

**ALTERNATIVES**

The Board could choose to not approve this resolution or amendment, and the associated budget amendment. The Community Action Agency would then not receive the additional funding.

**OTHER AGENCY INVOLVEMENT**

County Counsel approved the resolution and amendment as to form. The Auditor-Controller’s Office has reviewed the budget amendment. The County Administrative Office has reviewed the recommendation.

**FINANCING**

The CSBG is a federally funded program. No local match is required. There is no additional General Fund impact with approval of this recommendation. The budget amendment includes revenue, and associated expenditures, related to a donation from the Redding Rancheria in support of homeless Continuum of Care activities and revenue from CSD related to the proposed CSD agreement amendment in Recommendation #1.

**ATTACHMENTS:**

Description	Upload Date	Description
Agreement	8/18/2018	Agreement
Resolution	8/18/2018	Resolution
Budget Amendment	8/30/2018	Budget Amendment

STATE OF CALIFORNIA  
**STANDARD AGREEMENT**  
 STD. 213 A (Rev. 6/03)

AGREEMENT NUMBER <b>18F-5044</b>	AMENDMENT NUMBER <b>1</b>
REGISTRATION NUMBER	

1. This Agreement is entered into between the State Agency and the Contractor named below
- STATE AGENCY'S NAME  
**Department of Community Services and Development**
- CONTRACTOR'S NAME  
**Shasta County Community Action Agency**
2. The term of this Agreement is : **January 1, 2018 through May 31, 2019**
3. The maximum amount of this Agreement is: **Total \$337,945.00**
4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

- A. The term of this Agreement is changed from January 1, 2018 through December 31, 2018 to January 1, 2018 through May 31, 2019.
- B. The maximum amount of this Agreement payable to Contractor by the State has changed from \$295,407.00 to \$337,945.00, reflecting an increase of \$42,538.00.
- C. Part I and Part II\* are deleted in their entirety and replaced with the attached Part I and Part II\*

All other terms and conditions shall remain unchanged.

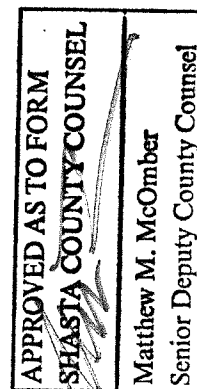
**RISK MANAGEMENT APPROVAL**

BY: *[Signature]* **08/13/18**

**James Johnson**

**Risk Management Analyst**

Items shown with an Asterisk (\*) are hereby incorporated by reference and made a part of this agreement as if attached hereto. These documents can be accessed at <https://providers.csd.ca.gov/>.



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

**CONTRACTOR**

**CALIFORNIA  
 Department of General Services  
 Use Only**

CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)

**Shasta County Community Action Agency**

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

**1450 Court Street, Ste 108, Redding, CA 96001**

**STATE OF CALIFORNIA**

AGENCY NAME

**Department of Community Services and Development**

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

**Brian Dougherty, Deputy Director, Administrative Services**

ADDRESS

**2389 Gateway Oaks Drive, Suite 100, Sacramento, California 95833**

"I hereby certify that all conditions for exemption have been complied with, and this document is exempt from the Department of General Services approval."

☐ Exempt per \_\_\_\_\_

**STANDARD AGREEMENT  
PARTS I & II – ENTIRE CONTRACT**

**TABLE OF CONTENTS**

<b>PART I.....</b>	<b>1</b>
PREAMBLE.....	1
ARTICLE 1 – SCOPE OF WORK.....	1
1.1 General .....	1
1.2 Term and Amount of Agreement .....	1
1.3 Service Area .....	2
1.4 Legal Authorities – Program Requirements, Standards and Guidance.....	2
ARTICLE 2 – Contract Construction, Administration, Procedure .....	5
2.1 Base Contract and Whole Agreement .....	5
2.2 State Contracting Requirements – “General Terms and Conditions, GTC 04/2017” .....	7
2.3 Contractor’s Option of Termination .....	7
2.4 Budget Contingencies.....	7
2.5 Miscellaneous Provisions .....	9

**STANDARD AGREEMENT  
PARTS I & II – ENTIRE CONTRACT  
PART I**

**PREAMBLE**

This subvention agreement, for the funding of Community Service Block Grant (CSBG) programs in 2018 (“Agreement”), is entered into between the Department of Community Services and Development (“CSD”) and the contractor named on Form STD 213, the face sheet of this document (“Contractor”), and shall be enforceable on the date last signed.

NOW THEREFORE, in consideration of the promises and of the mutual agreements and covenants hereinafter set forth, the CSD and Contractor hereby agree as follows:

**ARTICLE 1 – SCOPE OF WORK**

**1.1 General**

- A. Contractor shall administer and/or operate community-based programs designed to reduce poverty, revitalize low-income communities, and empower low-income families and individuals within Contractor’s service area (described in Section 1.3) to achieve greater self-sufficiency, pursuant to Title 42 of the United States Code (USC) Section 9901 et seq. (the Community Services Block Grant Act, as amended) and Government Code Section 12085 et seq., as amended. Unless otherwise specified in the Contractor’s Community Action Plan or elsewhere in this Agreement, Contractor shall make its services and activities available to the low-income community within its service area throughout the entire term of this Agreement. Contractor shall ensure that all services funded in whole or in part through this Agreement will support state and federal policies and goals of the CSBG Act as set forth in the above-referenced statutes.
- B. The CSBG Catalog of Federal Domestic Assistance number is 93.569. The award is made available through the United States Department of Health and Human Services.

**1.2 Term and Amount of Agreement**

- A. The term of this Agreement shall be as specified on the face sheet (STD. 213).
- B. The Maximum Amount of this Agreement shall be as specified on the face sheet and is subject to adjustment(s), in accordance with the following terms:
  - 1. The initial amount shall be based on the prior year’s grant award of the federal Community Services Block Grant for federal fiscal year (FFY) 2018, awarded to the State pursuant to one or more continuing resolutions passed by the Congress prior to the execution of this Agreement.
  - 2. Upon notification of the full federal fiscal year grant award amount from the U.S.

**ARTICLE 1 – SCOPE OF WORK**

**STANDARD AGREEMENT  
PARTS I & II – ENTIRE CONTRACT**

Department of Health and Human Services (HHS), CSD shall, if necessary, issue an amendment to this agreement to increase or decrease the Maximum Amount.

3. If the full amount of the HHS CSBG grant to CSD is not available for allocation, CSD will notify Contractor in writing of the amount of Contractor's allocation that is available for expenditure, and shall advance funds in accordance with Article 5, Section 5.2 of this Agreement, as appropriate. When additional funds are subsequently made available by HHS, CSD will notify Contractor of the total amount of funds that may be expended. Contractor may not expend funds in excess of the amount available and authorized by CSD for expenditure. Access to funding shall be conferred upon Contractor through written authorization by CSD, and amendment to this Agreement shall not be required for such purpose, except in cases where the Maximum Amount of the Agreement has been revised.
4. In the event HHS fails to provide sufficient funding to CSD to enable payment of Contractor's Maximum Amount of the Agreement prior to the end of the Contract term, the contract amount shall be deemed to be reduced to the amount actually provided by HHS and the contract shall be closed on that basis without need for amendment.

**1.3 Service Area**

The services shall be performed in the following service area:

See Part II, Subpart H. The 2018 CSBG Numbers, Contractors, and Service Territories listing may be accessed at <http://providers.csd.ca.gov>.

**1.4 Legal Authorities – Program Requirements, Standards and Guidance**

- A. All services and activities are to be provided in accordance with all applicable federal, state, and local laws and regulations, and as those laws and regulations may be amended from time to time, including but not limited to, the following:
  1. The Community Services Block Grant Act, as amended, 42 U.S.C. §9901 et seq., and 45 Code of Federal Regulations (CFR) Part 96;
  2. The California Community Services Block Grant Program, Government Code §12085 et seq., as amended, and Title 22, California Code of Regulations (CCR) §§100601-100795;
  3. The Single Audit Act, 31 U.S.C. §7301 et seq., and Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards, 45 CFR Part 75.
- B. *Conflict of laws.* Contractor shall comply with all of the requirements, standards, and

**ARTICLE 1 – SCOPE OF WORK**

**STANDARD AGREEMENT  
PARTS I & II – ENTIRE CONTRACT**

guidelines contained in the authorities listed below, as they may be amended from time to time, with respect to procurement requirements, administrative expenses, and other costs claimed under this Agreement, including those costs incurred pursuant to subcontracts executed by Contractor, notwithstanding any language contained in the following authorities that might otherwise exempt Contractor from their applicability. To the extent that the requirements, standards, or guidelines directly conflict with any State law or regulation at Government Code §12085 et seq. or 22 CCR §100601 et seq., or any provision of this Agreement, then that law or regulation or provision shall apply, unless, under specified circumstances, a provision of federal law applicable to block grants, such as 45 CFR 96.30, allows for the application of state law.

1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR 75);
  2. Contractor further agrees to abide by all requirements in California Contractor Certification Clauses 307 (CC-307);
- C. CSD shall provide Contractor with specific program guidance which shall be binding on the Contractor as a condition of the Contractor's eligibility to receive CSBG funds, PROVIDED:
1. That such guidance shall be issued by CSD in writing in the form of "CSD Program Notice (CPN) No. XX-XX" or "CSD Program Advisory (CPA) No. XX-XX" posted at <https://providers.csd.ca.gov>.
  2. That such guidance shall be issued by CSD in the most timely and expeditious manner practicable;
  3. That such guidance shall be reasonably necessary to realize the intent and purposes of the CSBG Act;
  4. That major and material changes in program requirements which substantially affect the Contractor's and/or CSD's ability to fulfill contractual obligations, or which otherwise create a substantial hardship on either the Contractor or CSD, shall be subject to an amendment to this Agreement;
  5. That the parties' failure or inability to execute a mutually acceptable amendment, under circumstances described in the preceding subparagraph 1.4 C. 4, within a period of time allowing the parties to reasonably comply with any major change(s) in CSBG requirements, shall result in this Agreement being without force and effect, subject only to such provisions contained herein as are intended to survive the Agreement in accordance with the express and implied provisions of applicable federal and state law;

ARTICLE 1 – SCOPE OF WORK

**STANDARD AGREEMENT  
PARTS I & II – ENTIRE CONTRACT**

6. That Contractor is duly informed of the risk of de-designation as an eligible entity, based on CSD's obligation to avoid/minimize interruption of CSBG-funded services in any part of the state, in the event that this Agreement terminates due to failure to agree to any necessary amendment; and,
  7. That upon CSD's or Contractor's good faith determination, delivered to the other party by written notice, that agreement to any necessary amendment as contemplated in subparagraph 1.4 C. 4. above cannot be achieved, then this contract shall be terminated, and any issues of eligible entity status addressed, in accordance with requirements of federal and state law and established CSD policy and procedure.
- D. The federal and state laws, regulations and other authorities referenced in the present paragraph 1.4 are hereby incorporated by reference into this Agreement. Copies may be accessed for reference at [www.csd.ca.gov](http://www.csd.ca.gov).

ARTICLE 1 – SCOPE OF WORK



**STANDARD AGREEMENT  
PARTS I & II – ENTIRE CONTRACT**

**ARTICLE 2 – CONTRACT CONSTRUCTION, ADMINISTRATION, PROCEDURE**

**2.1 Base Contract and Whole Agreement**

- A. This Agreement consists of two parts, which together constitute the whole agreement between CSD and Contractor.
- B. Part I is the “Base Contract” which consists of the following:
  - 1. The face sheet (Form STD 213) which specifies:
    - a. the parties to the Agreement;
    - b. the term of the Agreement;
    - c. the maximum dollar amount of the Agreement; and
    - d. the authorized signatures and dates of execution.
  - 2. The Preamble, Article 1 and Article 2
- C. Part II consists of the “Administrative and Programmatic Provisions” which are comprised of Subparts A through H, including specified requirements, obligations, provisions, procedures, guidance, forms and technical materials necessary for program implementation.
- D. *Contract Elements Integral to Agreement and Enforceability Conditions*
  - 1. Contractor shall provide the following documents, satisfactory to CSD in form and substance, together with a signed copy of this Agreement before CSD executes and returns the Agreement to Contractor for implementation:
    - a. Federal Funding Accountability and Transparency Act Report (CSD 279)
    - b. Certification Regarding Lobbying/Disclosure of Lobbying Activities
    - c. Contractor Certification Clause (CCC 04/2017)
    - d. Current Insurance or Self-Insurance Authority Certification
    - e. Board Resolution authorizing execution of this Agreement
  - 2. In addition to the documentation requirements set forth in subparagraph 1, CSD’s obligations under this Agreement are expressly contingent upon Contractor

**ARTICLE 2 – CONTRACT CONSTRUCTION, ADMINISTRATION, PROCEDURE**

**STANDARD AGREEMENT  
PARTS I & II – ENTIRE CONTRACT**

providing the supplemental documentation set forth below, and available on the Providers' Website at <https://providers.csd.ca.gov>. The documentation shall be subject to CSD's approval, in form and substance.

- a. 425 Budget Series Forms
    - CSD 425.S CSBG Contract Budget Summary
    - CSD 425.1.1 CSBG Budget Support Personnel Cost
    - CSD 425.1.2 CSBG Budget Support Non Personnel Cost
    - CSD 425.1.3 CSBG Budget Support Other Agency Operating Funds
    - CSD 425.1.4 CSBG Contract Budget Narrative
  - b. CSBG Annual Report Workplan (CSD 641)
  - c. Agency Staff and Board Roster (CSD 188)
  - d. Updated organizational bylaws (if applicable)
3. *Board Resolution.* Contractor must also submit a governing board resolution with an original signature of the board's authorized representative, identifying the individual(s) authorized to execute the 2018 CSBG Agreement and any amendments.
  4. Part II, Administrative and Programmatic Provisions (and Table of Forms and Attachments) is hereby incorporated by reference into this Agreement, is an essential part of the whole Agreement, and is fully binding on the parties.
  5. CSD shall maintain a certified date-stamped hardcopy of Part II for inspection by Contractor during normal business hours, as well as a date-stamped, PDF version of Part II on CSD's "Providers' Website," which may be accessed by Contractor, downloaded and printed at Contractor's option.
  6. Neither Part I nor Part II of this Agreement may be changed or altered by any party, except by a formal written, fully executed amendment, or as provided in Article 1.4 C with respect to program guidance, or as provided in Part II, Subpart A, Article 3 – Agreement Changes. Upon such amendment of any provision of Part II, the amended PDF version shall be date-stamped and posted to the Providers' Website until such time as a subsequent Agreement or amendment is executed by the parties.
  7. Contractors that are public or governmental entities with local provisions requiring receipt of a hardcopy of all parts of this Agreement as a prerequisite to execution, as well as other contractors that make special arrangements with CSD, may receive hardcopies of Parts I and II for execution and retention.

ARTICLE 2 – CONTRACT CONSTRUCTION, ADMINISTRATION, PROCEDURE

State of California  
 DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT  
 CSBG Contract Budget Summary  
 CSD 425.S (Rev.9/14)

Expenditure Reporting:

☒ Bi-Monthly  
☐ Monthly

**CSBG CONTRACT BUDGET SUMMARY**

Contractor Name: Shasta County Community Action Agency		Contract Number: 18F-5044	Amendment Number: 1
Prepared By: Torri Cardilino		Contract Term: 1/1/18-12/31/18	
Telephone Number: 530--245-6431		Contract Amount: \$302,945	
Date: 8/7/2018		E-mail Address: <a href="mailto:tcardilino@co.shasta.ca.us">tcardilino@co.shasta.ca.us</a>	
<b>SECTION 10: ADMINISTRATIVE COSTS</b>			
Line Item			CSBG Funds (round to the nearest dollar)
1	Salaries and Wages		\$98,196.00
2	Fringe Benefits		\$38,512.00
3	Operating Expenses		\$63,066.00
4	Equipment		
5	Out-of-State Travel		
6	Contract/Consultant Services		
7	Other Costs		
<b>Subtotal Section 10: Administrative Costs (cannot exceed 12% of the total operating budget in Section 80)</b>			<b>\$199,774.00</b>
<b>SECTION 20: PROGRAM COSTS</b>			
Line Item			CSBG Funds (round to the nearest dollar)
1	Salaries and Wages		\$63,678.00
2	Fringe Benefits		\$24,975.00
3	Operating Expenses		\$14,518.00
4	Equipment		
5	Out-of-State Travel		
6	Subcontractor/Consultant Services		
7	Other Costs		
<b>Subtotal Section 20: Program Costs</b>			<b>\$103,171.00</b>
<b>SECTION 40: Total CSBG Budget Amount (Sum of Subtotal Sections 10 and 20) Note: Total cannot exceed allocation amount.</b>			<b>\$302,945.00</b>
<b>SECTION 70: Enter Other Agency Operating Funds Used to Support CSBG</b>			<b>\$7,002,591</b>
<b>SECTION 80: Agency Total Operating Budget (Sum of Sections 40 and 70)</b>			<b>\$7,305,536.00</b>
<b>SECTION 90: CSBG Funds Administrative Percent (Section 10 divided by Section 80)</b>			<b>2.73%</b>

**CSBG BUDGET SUPPORT -- PERSONNEL COSTS**

Contractor Name: Shasta County Community Action Agency	Contract Number: 18F-5044	Amendment Number: 1
Prepared By: Torri Cardilino	Contract Term: 1/1/18-12/31/18	
Telephone Number: 530--245-6431	Contract Amount: \$302,765	
Date: 8/7/2018	E-mail Address: tcardilino@co.shasta.ca.us	

**Section 10 -- ADMINISTRATIVE COSTS -- SALARIES AND WAGES**

<u>A</u> No. of Positions	<u>B</u> Position Title	<u>C</u> Total Salary for each position	<u>D</u> Percent (%) of CSBG time allocated for each position	<u>E</u> Number of CSBG months allocated for each position	<u>F</u> Total CSBG Funds budgeted for each position
1	Director	\$89,589.00	47.00%	12	\$42,106.83
1	Staff Services Manager	\$87,213.00	30.00%	12	\$26,163.90
1	Account Clerk - Extra Help	\$15,180.00	100.00%	7	\$8,855.00
1	Staff Services Analyst	\$36,291.84	40.00%	12	\$14,516.74
1	Program Manager I/II	\$65,530.40	10.00%	12	\$6,553.04

**Total (must match Section 10: Administrative Costs line item 1 on the CSD 425.S Budget Summary form)** **\$98,196**

**SECTION 20 -- PROGRAM COSTS -- SALARIES AND WAGES**

1	Program Manager I/II	\$65,530.40	20.00%	12	\$13,106.08
1	Housing & Community Programs Specialist III	\$58,279.53	60.00%	12	\$34,967.72
1	Housing & Community Programs Specialist I/II	\$42,032.64	25.00%	12	\$10,508.16
1	Clerk III	\$32,616.48	37.50%	5	\$5,096.33

**Total (must match Section 20: Program Costs line item 1 on the CSD 425.S Budget Summary form)** **\$63,678**

**FRINGE BENEFITS**

Enter description of Fringe Benefits. Please include the percentage of Salaries and Wages paid in Benefits. (Examples: FICA, SSI, Health Ins., Workers Comp. Etc.)	Percentage	Section 10 Administrative Costs List CSBG funds Budgeted Line 2	Section 20 Program Costs List CSBG funds Budgeted Line 2
Social Security	7.65%	\$7,511.99	\$4,871.37
Retirement	14.77%	\$14,503.55	\$9,405.24
Health Insurance	12.00%	\$11,783.52	\$7,641.36
Post Employment Benefits	3.00%	\$2,945.88	\$1,910.34
Workers Comp, Unemployment Insurance	1.80%	\$1,767.53	\$1,146.20
<b>TOTAL MUST MATCH THE AMOUNT ENTERED ON CSD 425.S (BUDGET SUMMARY)</b>		<b>\$38,512</b>	<b>\$24,975</b>

# BOARD OF SUPERVISORS REGULAR MEETING - September 11, 2018

State of California  
DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT  
CSBG Budget Support -- Non Personnel Costs  
CSD 425.1.2 (Rev. 9/14)

## CSBG BUDGET SUPPORT -- NON PERSONNEL COSTS

Contractor Name: Shasta County Community Action Agency	Contract Number: 18F-5044	Amendment Number: 1
Prepared By: Torri Cardilino	Contract Term: 1/1/18-12/31/18	
Telephone Number: 530--245-6431	Contract Amount: 302,945	
Date: 8/7/2018	E-mail Address: tcardilino@co.shasta.ca.us	

Hit Alt & Enter at the same time to begin a new line or paragraph within the cell.

LIST EACH LINE ITEM Totals must match CSD 425.S Budget Summary form Attach additional sheet(s) if necessary	CSBG	
	Section 10: Administrative Costs	Section 20: Program Costs
List all Operating Expenses  Telephone, office supplies, copier, postage, insurance, IT support, facilities maintenance, membership dues, public notices, janitorial, utility costs, payroll and accounting system and in-state travel	3 sum should equal total on line item 3 of CSD 425.S Budget Summary form  \$63,066	3 sum should equal total on line item 3 of CSD 425.S Budget Summary form  \$14,518
List all Equipment Purchases  None	4 sum should equal total on line item 4 of CSD 425.S Budget Summary form	4 sum should equal total on line item 4 of CSD 425.S Budget Summary form
List all Out-of-State Travel: Name of conference; Specify location; Cost per trip  None	5 sum should equal total on line item 5 of CSD 425.S Budget Summary form	5 sum should equal total on line item 5 of CSD 425.S Budget Summary form
List all Contract/Consultant Services  None	6 sum should equal total on line item 6 of CSD 425.S Budget Summary form	
List all Subcontractor/Consultant Services		6 sum should equal total on line item 6 of CSD 425.S Budget Summary form
Other Costs - List each line item (i - iv): Any additional Other Costs (attach additional sheet if necessary):	Section 10: Administrative Costs	Section 20: Program Cost
i		
ii		
iii		
iv		
Total Other Costs (Sum of i, ii, iii, iv):	7 sum should equal total on line item 7 of CSD 425.S Budget Summary form	7 sum should equal total on line item 7 of CSD 425.S Budget Summary form

### CSBG Budget Support -- Other Agency Operating Funds

Contractor Name: Shasta County Community Action Agency		Contract Number: 18F-5044	Amendment Number: 1
Prepared By: Torri Cardilino		Contract Term: 1/1/18-12/31/18	
Telephone Number: 530--245-6431		Contract Amount: \$302,765	
Date: 8/7/2018		E-mail Address: <a href="mailto:tcardilino@co.shasta.ca.us">tcardilino@co.shasta.ca.us</a>	
Funding Source (DO NOT ABBREVIATE)		Funding Type Federal, State, Local, Private, Other	Funding Amount
State Emergency Solutions Grant Program		State	\$20,000
State Affordable Housing Grant		State	\$75,000
Emergency Food and Shelter Programs		Federal	\$99,089
HUD Homeless Continuum of Care Homeless Management Information System		Federal	\$30,000
HUD Homeless Continuum of Care Planning Grant - Coordinator		Federal	\$28,688
City of Anderson HOME Owner Occupied Housing Rehabilitation		Federal/Local	\$300,000
City of Anderson Affordable Housing Long-Term Monitoring		Federal/Local	\$15,000
County fo Shasta CalHome Down Payment Assistance		Federal	\$150,000
County of Shasta General Fund - Community Action Agency		Local	\$58,439
Community Development Block Grant Program Income		Federal	\$417,000
Whole Person Care		Federal	\$191,725
County of Shasta HOME Tenant Based Rental Assistance Program Income		Federal	\$317,000
Area Agency on Aging		Local	\$43,158
HUD Homeless Continuum of Care Supportive Housing Program		Federal	\$287,000
Victims of Domestic Violence Fund		Local	\$32,000
County of Shasta General Fund - Tenant Based Rental Assistance		Local	\$16,542
Housing Choice Voucher Program		Federal	\$4,992,188
Family Self Sufficiency Coordinator		Federal	\$29,412
Total Other Agency Operating Funds to Support CSBG (Total should match total on CSD 425 S form, Section 70)			\$7,102,241

## CSBG CONTRACT BUDGET NARRATIVE

Contractor Name: Shasta County Community Action Agency	Contract Amount: \$302,765	Date: 8/7/2018
Prepared By: Torri Cardilino	Contract Number: 18F-5044	Amendment Number: 1
Telephone Number: 530-245-6431	Contract Term: 1/1/18-12/31/18	E-mail Address: tcardilino@co.shasta.ca.us

### Section 10: Administrative Costs

Salaries and Benefits: The Community Action Agency leverages federal CSBG funds to obtain and maintain other funding sources that combat the central causes of poverty such as housing, nutrition, emergency services, and lack of employment.

Director - Plans, organizes and directs a wide range of programs to assist low-income persons.

.47 FTE \$42,106

Staff Services Manager - This position retired in February of 2018. However, due to the financial payout, the total paid out was \$23,573 in salary and \$2,186 in benefits.

Account Clerk - Extra Help - This position provided fiscal and clerical administrative support. This position terminated 7/31/18. Total paid through 7/31/18 is \$7,787.50. One more pay period will be paid through this contract.

Staff Services Analyst I/II was hired in May 2018 to coordinate budget and fiscal.

.40 FTE \$14,516

Program Manager - a restructure of the Community Action Agency led to promoting a staff from a Housing & Community Program Specialist III to a Program Manager to complete all tasks relating to CAA reporting and contract preparation under administrative costs.

.10 FTE \$6,553.

### Fringe Benefits:

FICA, retirement, health insurance, vision insurance, dental insurance, employee life insurance, unemployment insurance, workers' compensation insurance and other post-employment benefits.  
\$38,512.

### Operating Expenses:

Telephone, office supplies, copier, postage, general liability insurance (fire, personal property, flood, pollution, and terrorism, IT support, facilities maintenance, membership dues to CalCAPA, public notices, janitorial utility costs, payroll and accounting system, and travel for director and program manager.  
\$63,066.

### Section 20: Program Costs

Salaries and Benefits: The Community Action Agency leverages federal CSBG funds to obtain and maintain other funding sources that combat the central causes of poverty such as housing, nutrition, emergency services, and lack of

employment.

Program Manager - Oversees the HUD Homeless Continuum of Care activities which consists oversight of CA-516 Homeless Management Information System, monthly meetings, coordinating with agencies for Coordinated Entry System and other homeless grant programs; oversees affordable housing programs such as HOME, CDBG, No Place Like Home, etc.; community services, and community development projects. All services overseen assist income-eligible, elderly, disabled, Veterans and homeless individuals to remove obstacles to solve problems that block the achievement of self-sufficiency.

.20 FTE \$13,106

Housing and Community Programs Specialist III - Duties related to affordable housing services, community services, economic development/job creation and community development projects. Services are designed to assist income-eligible, elderly, disabled, Veterans, and homeless individuals to remove obstacles to solve problems that block the achievement of self-sufficiency.

.60 FTE \$34,968

Housing and Community Program Specialist I/II - Duties related to affordable housing programs to assist income-eligible, elderly, disabled, Veterans, and homeless individuals to remove obstacles to solve problems that block the achievement of self-sufficiency.

.25 FTE \$10,508.16

Clerk III - Duties related to answering basic program questions received by phone or walk-in clients. Provides referrals to the very low-income for food, transportation, employment, and housing providers in the community.

.375 FTE \$5,096.

Fringe Benefits:

FICA, retirement, health insurance, vision insurance, dental insurance, employee life insurance, unemployment insurance, workers' compensation insurance and other post-employment benefits.

\$24,975.

Operating Expenses:

Program share of telephone, office supplies, copier, liability insurance exposure, IT support and in-state travel and training for program development with staff.

\$14,338.



State of California  
DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT  
Discretionary Grant Work Plan/Final Report  
CSD 626 (Rev. 6/2018)

☒ Work Plan  
☐ Final Report

Agency Name: Shasta County Community Action Agency	Agency/Project Representative: Torri Cardilino
Contract Number: 18F-5044	Contract Term: 1/1/18-5/31/19
Email: tcardilino@co.shasta.ca.us	Telephone Number: ( ) 530-245-6431
Date: 8/7/18	Signature:

**Work Plan** (Please use a separate CSD 626 Work Plan/Final Report template for each expected Problem/Need)

<b>Problem/Need to be addressed:</b>
Non-profit agencies in the community often compete for the same funding sources which are very limited within the community. This often leads to agencies vying for funding and clients which causes a "silo" effect within the community, causing poverty level persons to have to go to multiple agencies for the same services and often times creates gaps in services that persons in the community need.
<b>Projected Activities/Services to be performed:</b>
Host a one-day non-profit business plan creation workshop Host a six month non-profit capacity building workshop
<b>Expected Outcome/Goal:</b>
30 non-profit organizations will attend a six hour workshop and develop a business plan 15 of the 30 non-profit organizations will attend the six month non-profit capacity building workshop All 30 of the non-profits will acknowledge their services provided and be able to identify if their services provided are the services that the community needs to be available to address poverty within the community.
<b>Domain(s):</b>
<input type="checkbox"/> Employment <input type="checkbox"/> Education and Cognitive Development <input type="checkbox"/> Income and Asset Building <input type="checkbox"/> Housing <input type="checkbox"/> Health and Social/Behavioral Development <input checked="" type="checkbox"/> Civic Engagement and Community Involvement <input type="checkbox"/> Other (please describe) _____

Final Report

Reporting Period \_\_\_\_\_

<b>Activities/Services:</b>
<b>Actual Results:</b>

State of California  
DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT  
CSBG Discretionary (Disc.) Contract Budget Summary  
CSD 627 (Rev. 01/13)

**CSBG DISCRETIONARY (Disc.) CONTRACT BUDGET SUMMARY**

Contractor Name: County of Shasta	Contract Number: 18F-5044	Contract Amount: \$35,000
Prepared By: Torri Cardilino	Contract Term: 1/1/18-5/31/19	Amendment #: 1
Telephone #: 530-245-6431	Fax Number: 530-225-5178	
Date: 8/7/2018	E-mail Address: <a href="mailto:tcardilino@co.shasta.ca.us">tcardilino@co.shasta.ca.us</a>	

**SECTION 10: ADMINISTRATIVE COSTS**

Line Item		CSBG Disc. Funds (rounded to the nearest dollar)
1	Salaries and Wages	
2	Fringe Benefits	
3	Operating Expenses	
4	Equipment	
5	Out-of-State Travel	
6	Contract/Consultant Services	
7	Other Costs	
<b>Subtotal Section 10: Administrative Costs (cannot exceed 12% of the total CSBG Disc. allocation in Section 40)</b>		

**SECTION 20: PROGRAM COSTS**

Line Item		CSBG Disc. Funds (rounded to the nearest dollar)
1	Salaries and Wages	\$2,519
2	Fringe Benefits	\$79
3	Operating Expenses	\$7,500
4	Equipment	
5	Out-of-State Travel	
6	Subcontractor/Consultant Services	\$24,902
7	Other Costs	
<b>Subtotal Section 20: Program Costs</b>		<b>\$35,000</b>

<b>SECTION 40: Total CSBG Disc. Budget Amount (Sum of Subtotal Sections 10 and 20)</b>	<b>\$35,000</b>
<b>SECTION 70: Enter "Other Agency Operating Funds used to Support CSBG Disc."</b> <b>(INFORMATION ONLY)</b>	<b>\$7,002,591</b>
<b>SECTION 80: Agency Total CSBG Discretionary Operating Budget (Sum of Section 40 and 70)</b> <b>(INFORMATION ONLY)</b>	<b>\$7,037,591</b>
<b>SECTION 90: CSBG Funds Administrative Percent (Section 10 divided by Section 40)</b>	

## State of California

State of California

## State of California

State of California

State of California

## State of California

State of California

State of California

## State of California

State of California

# BOARD OF SUPERVISORS REGULAR MEETING - September 11, 2018

State of California  
DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT  
CSBG Discretionary (Disc.) Budget Support -- Non Personnel Costs  
CSD 627B (Rev. 01/13)

## CSBG DISCRETIONARY (Disc.) BUDGET SUPPORT -- NON PERSONNEL COSTS

Contractor Name: County of Shasta	Contract Number: 18F-5044	Contract Amount: \$35,000
Prepared By: Torri Cardilino	Contract Term: 1/1/18-5/31/19	Amendment #: 1
Telephone #: 530-245-6431	Fax Number: 530-225-5178	
Date: 8/7/2018	E-mail Address: <a href="mailto:tcardilino@co.shasta.ca.us">tcardilino@co.shasta.ca.us</a>	

Hit Alt & Enter at the same time to begin a new line or paragraph within the cell.

LIST EACH LINE ITEM Totals must match CSD 627 Budget Summary form Attach additional sheet(s) if necessary	CSBG Discretionary	
	Section 10 Administrative Costs	Section 20 Program Costs
List all Operating Expenses  Telephone, computer, facilities, etc	3 sum should equal total on line item 3 of CSD 627 Budget Summary form	3 sum should equal total on line item 3 of CSD 627 Budget Summary form  \$7,500
List all Equipment Purchases	4 sum should equal total on line item 4 of CSD 627 Budget Summary form	4 sum should equal total on line item 4 of CSD 627 Budget Summary form
List all Out-of-State Travel: Name of conference; Specify location; Cost per trip	5 sum should equal total on line item 5 of CSD 627 Budget Summary form	5 sum should equal total on line item 5 of CSD 627 Budget Summary form
List all Contract/Consultant Services	6 sum should equal total on line item 6 of CSD 627 Budget Summary form	
List all Subcontractor/Consultant Services  Subcontract for Non-Profit Business Plan Workshop Subcontract for Non-Profit Capacity Building Academy Subcontract for Logo Design		6 sum should equal total on line item 6 of CSD 627 Budget Summary form  \$24,902
<b>Other Costs - List each line item (i - iv): Any additional Other Costs (attach additional sheet if necessary):</b>	<b>Section 10 Administrative Costs</b>	<b>Section 20 Program Cost</b>
i		
ii		
iii		
iv		
<b>Total Other Costs (Sum of i, ii, iii, iv):</b>	7 sum should equal total on line item 7 of CSD 627 Budget Summary form	7 sum should equal total on line item 7 of CSD 627 Budget Summary form

## CSBG DISCRETIONARY (Disc.) CONTRACT BUDGET NARRATIVE

Contractor Name: Shasta County Community Action Agency	Contract Number: 18F-5044	Contract Amount: 35,000	Date 8/8/18
Prepared By: Torri Cardilino	Contract Term: 1/1/18-5/31/19	Amendment Number: 1	
Telephone Number: 530-245-6431	Fax Number: 530-225-5178	E-mail Address: <a href="mailto:tcardilino@co.shasta.ca.us">tcardilino@co.shasta.ca.us</a>	

### Section 20: Program Costs

Salaries and Benefits: The Community Action Agency leverages federal CSBG funds to obtain and maintain other funding sources that combat the central causes of poverty such as housing, nutrition, emergency services and lack of employment.

Office Assistant III - Data entry into the NorCal Homeless Continuum of Care Homeless Management Information System  
.25 FTE \$2,519.

#### Fringe Benefits:

FICA, unemployment insurance, workers' compensation insurance and general liability insurance  
\$79.

#### Outside Contracts:

In 2016 the Shasta County Community Action Agency identified gaps and duplication in services being offered by our non-profits in the area. In working with a neighboring CAA, we were encouraged to offer a one-day business plan development workshop, of which up to 15 non-profits would potentially complete a six-month non-profit capacity workshop. The goals of the workshop would be to (1) learn how to seek out grant funding other than the City and County (2) identify services being provided and learn if there is room for improvement and (3) to work together as a non-profit community to increase services to the poverty level households.

Through our Homeless Continuum of Care, the Shasta County Community Action Agency identified a gap of having a dedicated person to provide training to our continuum for the required trainings HUD has implemented in the past 3 years. The goal of this contract is to identify which trainings need to occur and to work with the Continuum of Care membership to schedule the training dates.

**STANDARD AGREEMENT  
PARTS I & II – ENTIRE CONTRACT**

**2.2 State Contracting Requirements – “General Terms and Conditions, GTC 04/2017”**

In accordance with State contracting requirements, specified contracting terms and conditions are made a part of this agreement. The provisions in their entirety, previously located in Exhibit C of the CSBG contract, are now found in Part II, Subpart F of this Agreement and are fully binding on the parties in accordance with state law.

**2.3 Contractor’s Option of Termination**

A. Contractor may, at Contractor’s sole option, elect to terminate this contract in lieu of adherence to the procedures set out in subparagraph 1.4 C, should Contractor determine that any subsequent program guidance or proposed amendment to the contract is unjustifiably onerous or otherwise adverse to Contractor’s legitimate business interests and ability to implement the contract in an effective and reasonable manner, PROVIDED:

1. Such notice of termination is in writing and will be effective upon receipt by CSD, delivered by U.S. Certified Mail, Return Receipt Requested.
2. Notice contains a statement of the reasons for termination with reference to the specific provision(s) in the program guidance or proposed amendment in question.

B. Contractor shall be entitled to reimbursement for all allowable costs incurred prior to termination of the contract. Such reimbursement shall be in accordance with the program guidance and contract provisions in effect at the time the cost was incurred.

C. Contractor shall, within 60 days of termination, closeout the contract in accordance with contractual closeout procedures.

D. By executing this Agreement, Contractor acknowledges and understands that voluntary termination prior to the end of the Agreement term may result in Contractor’s permanent or temporary de-designation as an eligible entity, due to CSD’s obligation to seek replacement CSBG provider(s) in accordance with state and federal CSBG requirements.

**2.4 Budget Contingencies**

**A. State Budget Contingency**

1. It is mutually agreed that if funds are not appropriated for implementation of CSBG programs through the state budget process or otherwise, whether in the current year and/or any subsequent year covered by this Agreement, this

**ARTICLE 2 – CONTRACT CONSTRUCTION, ADMINISTRATION, PROCEDURE**

**STANDARD AGREEMENT  
PARTS I & II – ENTIRE CONTRACT**

Agreement shall be of no further force and effect. Upon written notice to Contractor by CSD that no funds are available for contract implementation, the Agreement shall be terminated and the State shall have no obligation to pay Contractor or to furnish other consideration under this Agreement and Contractor shall not be obligated for performance.

2. If CSBG funding for any fiscal year is reduced to such degree that CSD reasonably determines that the program cannot be implemented effectively, the State shall at its sole discretion have the option either to terminate this Agreement upon written notice to Contractor or, in the alternative, to offer and negotiate an amendment addressing the reduced funding. If the parties fail to reach agreement on such amendment, CSD may at its option give written notice of termination without further obligation by either party except for contract closeout obligations and final settlement.

**B. Federal Budget Contingency**

1. The parties agree that because of uncertainty in the federal budget process, this Agreement may be executed before the availability and amounts of federal funding can be ascertained, in order to minimize delays in the provision of services and the distribution of funds. The parties further agree that the obligations of the parties under this Agreement are expressly contingent on adequate funding being made available to the state by the United States Government.
2. If federal funding for any fiscal year is reduced to such degree that CSD reasonably determines that the program cannot be implemented effectively, the State shall at its sole discretion have the option either to terminate this Agreement upon written notice to Contractor or, in the alternative, to offer and negotiate an amendment addressing the reduced funding. If the parties fail to reach agreement on such amendment, CSD may at its option give written notice of termination without further obligation by either party except for contract closeout obligations and final settlement.
3. If federal funding authorities condition funding on any obligations, restrictions, limitations, or conditions not existent when this Agreement was executed, this Agreement shall be amended by mutual agreement for compliance with such obligations, restrictions, limitations or conditions. Failure of the parties to reach agreement on such amendment shall render this Agreement without force and effect.

**ARTICLE 2 – CONTRACT CONSTRUCTION, ADMINISTRATION, PROCEDURE**

**STANDARD AGREEMENT  
PARTS I & II – ENTIRE CONTRACT**

**2.5 Miscellaneous Provisions**

- A. Assignment. Neither this Agreement nor any of the rights, interests, or obligations under this Agreement shall be assigned by any party without the prior written consent of the other parties, except in the case where responsibility for program implementation and oversight may be transferred by the State to another State agency. In the event of such transfer, this Agreement is binding on the agency to which the program is assigned.
- B. Merger/Entire Agreement. This Agreement (including the attachments, documents and instruments referred to in this Agreement) constitutes the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior understandings and agreements, whether written or oral, among the parties with respect to such subject matter.
- C. Severability. If any provision of this Agreement be invalid or unenforceable in any respect for any reason, the validity and enforceability of any such provision in any other respect and of the remaining provisions of this Agreement will not be in any way impaired and shall remain in full force and effect.
- D. Notices. Unless otherwise provided herein, notice given by the parties shall be in writing, delivered personally, by United States mail, or by overnight delivery service (with confirmation). Certain reporting and other communications may be delivered electronically as specified by CSD or as is customary between the parties. Notice shall be delivered as follows:
  - 1. To Contractor's address of record; and
  - 2. To CSD at:  
  
Department of Community Services and Development  
Field Operations Services  
2389 Gateway Oaks Drive, Suite 100  
Sacramento, CA 95833



**RESOLUTION NO. 2018 - \_\_\_\_\_**

**RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SHASTA  
APPROVING THE FIRST AMENDMENT TO THE AGREEMENT (18F-5044) WITH THE STATE  
DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT  
FOR THE COMMUNITY SERVICES BLOCK GRANT**

**WHEREAS**, the State of California Department of Community Services and Development (“CSD”) has made available Community Services Block Grant (“CSBG”) funds; and

**WHEREAS**, the Board of Supervisors of the County of Shasta approved CSBG Agreement Number 18F-5044 (“Agreement”) in the amount of \$295,407 for the period January 1, 2018 through December 31, 2018 on December 12, 2017; and

**WHEREAS**, CSD, through Amendment 1, has offered an additional \$42,538 in CSBG funds, an extension of the term by five months through May 31, 2018, and modified minor requirements to the Agreement; and

**WHEREAS**, the Board of Supervisors of the County of Shasta has determined that there is a need to continue anti-poverty programs and is willing to accept the terms of Amendment 1.

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

- (1) Accepts the terms and conditions of Amendment 1 to the Agreement; and
- (2) Approves and authorizes the Chairman to sign Amendment 1 with CSD in an amount not to exceed \$337,945 for the time period January 1, 2018 through May 31, 2019; and
- (3) Approves and authorizes the Chairman to sign any additional amendments to the Agreement, including retroactive, including changes to the maximum compensation of no more than \$33,794, during the period January 1, 2018 through May 31, 2019, so long as they otherwise comply with Administrative Policy 6-101, *Shasta County Contracts Manual*; and
- (4) Certifies that all uses of funds will be in compliance with CSD regulations, guidelines, and agreement provisions; and
- (5) Approves and authorizes the Director of the Department of Housing and Community Action Programs, or his or her designee, to sign the Certification Regarding Lobbying, CSBG budget, and all other CSBG documents and reports required by CSD, including retroactive, to secure the grant and for the implementation and administration of the program; and
- (6) Authorizes, authorizes, and directs the Director of the Department of Housing and Community Action Programs to act on behalf of the County of Shasta and the Shasta County Community Action Agency in all matters pertaining to this Agreement.

**DULY PASSED AND ADOPTED** this 21st day of August 2018, by the Board of Supervisors of the County of Shasta by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:  
RECUSE:

---

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

ATTEST:

LAWRENCE G. LEES  
Clerk of the Board of Supervisors

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



# Shasta County

---

## DEPARTMENT OF HOUSING AND COMMUNITY ACTION PROGRAMS

Shasta County Administration Center  
1450 Court Street, Suite 108  
Redding, CA 96001-1661  
Phone: (530) 225-5160 FAX: (530) 225-5178

**Laura Burch, Director**  
Housing Authority  
Community Action Agency

DATE: August 20, 2018

TO: Brian Muir, Auditor-Controller  
Larry Lees, CEO

FROM: Laura Burch, Director of Housing/Community Action Agency

RE: Budget Amendment for FY 2018/2019

---

A budget amendment is requested in the Community Action Agency Budget Unit 59000 for FY 2018/2019.

The Department of Housing and Community Action Programs plans to present this item to the Board of Supervisors at the September 11, 2018 meeting.

This amendment includes revenue from Redding Rancheria in support of homeless Continuum of Care and Development in support of capacity building services.

If you should have any questions or need any additional information, please let me know.

A handwritten signature, likely of Laura Burch, is written in the right margin of the letter.

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

Community Action Agency  
Department Name & Fund No.

**Appropriations**

Increase &lt;Decrease&gt;

Cost Center Number	Account Number	Budget Reads	Budget Should Read	Amount of Transfer (+/-)
59000	034800	245,758	285,658	39,900
59000	017000	22,293	24,852	2,559
59000	018100	21,587	21,621	34
59000	018400	431	438	7
59000	018500	2,332	2,361	29
59000	033102	722	731	9
Total				42,538

**Revenue**

Increase &lt;Decrease&gt;

Cost Center Number	Account Number	Budget Reads	Budget Should Read	Amount of Transfer (+/-)
59000	561130	295,407	337,945	42,538
59000	792567	0	7,000	7,000
59000	693030	48,900	41,900	(7,000)
Total				42,538

Net Amendment

0

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** September 11, 2018

**CATEGORY:** Consent - Health and Human Services-12.

**SUBJECT:**

Revenue Agreement with U.S. Department of Housing and Urban Development for Continuum of Care Funding

**DEPARTMENT:** Housing and Community Action Programs

**Supervisory District No. :** ALL

**DEPARTMENT CONTACT:** Laura Burch, Director (530) 225-5160

**STAFF REPORT APPROVED BY:** Laura Burch, Director

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

**RECOMMENDATION**

Approve and authorize the County Executive Officer and/or designee to sign a revenue agreement with the U.S. Department of Housing and Urban Development (HUD) in the amount of \$28,688 for planning activities for the homeless continuum of care for the period from date of execution by HUD through the end of the project performance period to be set by HUD.

**SUMMARY**

N/A

**DISCUSSION**

The Redding/Shasta, Lassen, Del Norte, Siskiyou, Plumas, Modoc and Sierra County Homeless Continuum of Care (COC) is an organization consisting of government agencies, non-profits, faith-based groups, and individuals who have an interest in homeless issues. Communities must operate a continuum of care to establish eligibility with HUD for continuum of care funding. In September 2017, an application for funding to support the Homeless Continuum of Care Coordinator was submitted. The application was successful, resulting in the request for approval of the grant agreement.

Revenue from the HUD COC planning grant will fund salaries and benefits of county staff, travel costs, and potentially an outside contractor, to be procured, to provide Continuum of Care Coordinator activities to the COC service area.

Upon approval of the recommendation, the agreements will be submitted to HUD for final execution. It is anticipated that the effective date for both agreements will be within 30 days of Board approval, and the term of the agreement will expire within 12 months.

**ALTERNATIVES**

The Board of Supervisors could decline to approve the recommendation. This alternative is not recommended as both revenue agreements will fund COC activities that are required by HUD.

**OTHER AGENCY INVOLVEMENT**

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

**FINANCING**

Shasta County’s Health & Human Services Agency is providing the required 25% match for this grant agreement by utilizing the Whole Person Care grant. There is no additional General Fund impact with approval of this recommendation.

**ATTACHMENTS:**

Description	Upload Date	Description
Grant Agreement	8/30/2018	Grant Agreement



U.S. Department of Housing and Urban Development  
Office of Community Planning and Development  
San Francisco Regional Office  
One Sansome Street, Suite 1200  
San Francisco, CA 94104-4430

**Tax ID No.: 94-6000535**  
**CoC Program Grant Number: CA1669L9T161700**  
**Effective Date: 6/5/2018**  
**DUNS No.: 784719940**

### **CONTINUUM OF CARE PROGRAM (CDFA# 14.267) GRANT AGREEMENT**

This Grant Agreement ("this Agreement") is made by and between the United States Department of Housing and Urban Development ("HUD") and Shasta County (the "Recipient").

This Agreement is governed by title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. (the "Act") and the Continuum of Care Program rule (the "Rule").

The terms "Grant" or "Grant Funds" mean the funds that are provided under this Agreement. The term "Application" means the application submissions on the basis of which the Grant was approved by HUD, including the certifications, assurances, and any information or documentation required to meet any grant award condition. All other terms shall have the meanings given in the Rule.

The Application is incorporated herein as part of this Agreement, except that only the project (those projects) listed, and only in the amounts listed on a Scope of Work, are funded by this Agreement. In the event of any conflict between any application provision and any provision contained in this Agreement, this Agreement shall control.

The Scope of Work, is attached hereto and made a part hereof. If in the future appropriations are made available for Continuum of Care grants; if Recipient applies under a Notice of Funds Availability published by HUD; and, if pursuant to the selection criteria in the Notice of Funds Availability, HUD selects Recipient and the project or one or more of the projects listed on the Scope of Work for renewal or for new projects for funding, then additional Scopes of Work may be attached to this Agreement. Those additional Scopes of Work, when attached, will also become a part hereof.

The effective date of the Agreement shall be the date of execution by HUD and it is the date the usage of funds under this Agreement may begin. Each project will have a performance period that will be listed on the Scope of Work exhibit(s) to this Agreement. For renewal projects, the period of performance shall begin at the end of the Recipient's final operating year for the project being renewed and eligible costs incurred for a project between the end of the Recipient's final operating year under the grant being renewed and the execution of this Agreement may be paid with funds from the first operating year of this Agreement. For each new project funded under this Agreement, the Recipient and HUD will set an operating start date in eLOCCS, which will be used to track expenditures, to establish the project performance period and to determine when a project is eligible for renewal. The Recipient hereby authorizes HUD to insert the project performance period for new projects into the exhibit without the Recipient's signature, after the operating start date is established in eLOCCS.

This Agreement shall remain in effect until termination either 1) by agreement of the parties; 2) by HUD alone, acting under the authority of 24 CFR 578.107; 3) upon expiration of the final performance period for all projects funded under this Agreement; or 4) upon the expiration of the period of availability of funds for all projects funded under this Agreement.

Recipient agrees:

1. To ensure the operation of the project(s) listed on the Scope of Work in accordance with the provisions of the Act and all requirements of the Rule;
2. To monitor and report the progress of the project(s) to the Continuum of Care and HUD;
3. To ensure, to the maximum extent practicable, that individuals and families experiencing homelessness are involved, through employment, provision of volunteer services, or otherwise, in constructing, rehabilitating, maintaining, and operating facilities for the project and in providing supportive services for the project;
4. To require certification from all subrecipients that:
  - a. Subrecipients will maintain the confidentiality of records pertaining to any individual or family that was provided family violence prevention or treatment services through the project;
  - b. The address or location of any family violence project assisted with grant funds will not be made public, except with written authorization of the person responsible for the operation of such project;
  - c. Subrecipients will establish policies and practices that are consistent with, and do not restrict, the exercise of rights provided by subtitle B of title VII of the Act and other laws relating to the provision of educational and related services to individuals and families experiencing homelessness;
  - d. In the case of projects that provide housing or services to families, that subrecipients will designate a staff person to be responsible for ensuring that children being served in the program are enrolled in school and connected to appropriate services in the community, including early childhood programs such as Head Start, part C of the Individuals with Disabilities Education Act, and programs authorized under subtitle B of title VII of the Act;
  - e. The subrecipient, its officers, and employees are not debarred or suspended from doing business with the Federal Government; and
  - f. Subrecipients will provide information, such as data and reports, as required by HUD; and
5. To establish such fiscal control and accounting procedures as may be necessary to assure the proper disbursement of, and accounting for grant funds in order to ensure that all financial transactions are conducted, and records maintained in accordance with generally accepted accounting principles, if the Recipient is a Unified Funding Agency;
6. To monitor subrecipient match and report on match to HUD;
7. To take the educational needs of children into account when families are placed in housing and will, to the maximum extent practicable, place families with children as close as possible to their school of origin so as not to disrupt such children's education;
8. To monitor subrecipients at least annually;



9. To use the centralized or coordinated assessment system established by the Continuum of Care as required by the Rule. A victim service provider may choose not to use the Continuum of Care's centralized or coordinated assessment system, provided that victim service providers in the area use a centralized or coordinated assessment system that meets HUD's minimum requirements and the victim service provider uses that system instead;
10. To follow the written standards for providing Continuum of Care assistance developed by the Continuum of Care, including those required by the Rule;
11. Enter into subrecipient agreements requiring subrecipients to operate the project(s) in accordance with the provisions of this Act and all requirements of the Rule; and
12. To comply with such other terms and conditions as HUD may have established in the applicable Notice of Funds Availability.

HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Application, unless the Recipient changes the address and key contacts in e-snaps. Recipient notifications to HUD shall be to the HUD Field Office executing the Agreement. No right, benefit, or advantage of the Recipient hereunder may be assigned without prior written approval of HUD.

The Agreement constitutes the entire agreement between the parties hereto, and may be amended only in writing executed by HUD and the Recipient.

By signing below, Recipients that are states and units of local government certify that they are following a current HUD approved CHAS (Consolidated Plan).

**Tax ID No.: 94-6000535**  
**CoC Program Grant Number: CA1669L9T161700**  
**Effective Date: 6/5/2018**  
**DUNS No.: 784719940**

EXHIBIT 1  
 SCOPE OF WORK for  
 FY2017 COMPETITION  
 (funding 1 project in CoCs with multiple recipients)

1. The project listed on this Scope of Work is governed by the Act and Rule, as they may be amended from time to time. The project is also subject to the terms of the Notice of Funds Availability for the fiscal year competition in which the funds were awarded and to the applicable annual appropriations act.
2. HUD designations of Continuums of Care as High-performing Communities (HPCS) are published in the HUD Exchange in the appropriate Fiscal Years' CoC Program Competition Funding Availability page. Notwithstanding anything to the contrary in the Application or this Grant Agreement, Recipient may only use grant funds for HPC Homelessness Prevention Activities if the Continuum that designated the Recipient to apply for this grant was designated an HPC for the applicable fiscal year.
3. Recipient is not a Unified Funding Agency and was not the only Applicant the Continuum of Care designated to apply for and receive grant funds and is not the only Recipient for the Continuum of Care that designated it. HUD's total funding obligation for this grant is \$ 28688 for project number CA1669L9T161700. If the project is a renewal to which expansion funds have been added during this competition, the Renewal Expansion Data Report, including the Summary Budget therein, in e-snaps is incorporated herein by reference and made a part hereof. In accordance with 24 CFR 578.105(b), Recipient is prohibited from moving more than 10% from one budget line item in a project's approved budget to another without a written amendment to this Agreement. The obligation for this project shall be allocated as follows:

a. Continuum of Care planning activities	\$ 28688
b. UFA costs	\$ 0
c. Acquisition	\$ 0
d. Rehabilitation	\$ 0
e. New construction	\$ 0
f. Leasing	\$ 0
g. Rental assistance	\$ 0
h. Supportive services	\$ 0
i. Operating costs	\$ 0
j. Homeless Management Information System	\$ 0
k. Administrative costs	\$ 0

- |   |      |
|---|------|
| 1. Relocation Costs                           | \$ 0 |
| m. HPC homelessness prevention activities:    |      |
| Housing relocation and stabilization services | \$ 0 |
| Short-term and medium-term rental assistance  | \$ 0 |
- 
4. The performance period for the project begins \_\_\_\_\_ and ends \_\_\_\_\_. No funds for new projects may be drawn down by Recipient until HUD has approved site control pursuant to §578.21 and §578.25 and no funds for renewal projects may be drawn down by Recipient before the end date of the project's final operating year under the grant that has been renewed.
  5. If grant funds will be used for payment of indirect costs, the Recipient is authorized to insert the Recipient's federally recognized indirect cost rates on the attached Federally Recognized Indirect Cost Rates Schedule, which Schedule shall be incorporated herein and made a part of the Agreement. No indirect costs may be charged to the grant by the Recipient if their federally recognized cost rate is not listed on the Schedule..
  6. The project has not been awarded project-based rental assistance for a term of fifteen (15) years. Additional funding is subject to the availability of annual appropriations.

**Tax ID No.: 94-6000535**  
**CoC Program Grant Number: CA1669L9T161700**  
**Effective Date: 6/5/2018**  
**DUNS No.: 784719940**

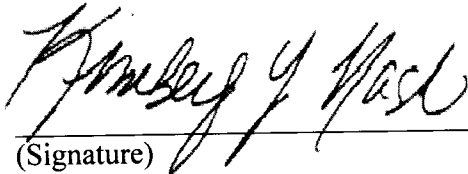
FEDERALLY RECOGNIZED INDIRECT COST RATE SCHEDULE

<u>Grant No.</u>	<u>Recipient Name</u>	<u>Indirect cost rate</u>	<u>Cost Base</u>
CA1669L9T161700			

This agreement is hereby executed on behalf of the parties as follows:

**UNITED STATES OF AMERICA,  
Secretary of Housing and Urban Development**

By:

  
(Signature)

Kimberly Y Nash, Director  
(Typed Name and Title)

June 5, 2018  
(Date)

**RECIPIENT**

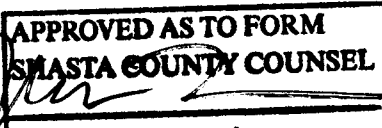
Shasta County  
(Name of Organization)

By:

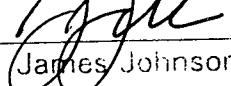
\_\_\_\_\_  
(Signature of Authorized Official)

Laura Burch, Director  
(Typed Name and Title of Authorized Official)

\_\_\_\_\_  
(Date)

  
**APPROVED AS TO FORM  
SHASTA COUNTY COUNSEL**  
Matthew M. McOmber  
Senior Deputy County Counsel

**RISK MANAGEMENT APPROVAL**

BY:   
James Johnson  
Risk Management Analyst

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** September 11, 2018

**CATEGORY:** Consent - Law and Justice-13.

**SUBJECT:**

Agreement with Shasta County Child Abuse Prevention Coordinating Council for AmeriCorps Member Services for Juvenile Probation Programs

**DEPARTMENT:** Probation

**Supervisory District No. :** ALL

**DEPARTMENT CONTACT:** Tracie Neal, Chief Probation Officer , (530) 245-6200

**STAFF REPORT APPROVED BY:** Tracie Neal, Chief Probation Officer

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

**RECOMMENDATION**

Approve and authorize the Chairman to sign a renewal agreement with Shasta County Child Abuse Prevention Coordinating Council in an amount not to exceed \$148,645 to provide AmeriCorps members to enhance various youth and family activities for the period October 1, 2018 through the final funding period of the North State Rural Assets Project grant, or December 31, 2019, whichever comes first.

**SUMMARY**

The Probation Department is requesting to have the Shasta County Child Abuse Prevention Coordinating Council (CAPCC) continue to provide three Parent Partners and two Skillbuilders to provide services in Juvenile Justice Crime Prevention Act (JJCPA) programs and other grant funded programs.

**DISCUSSION**

The Child Abuse Prevention Coordinating Council (CAPCC) was awarded an AmeriCorps grant directly from the Corporation for National and Community Service that is administered through Governor's Office as CaliforniaVolunteers. The grant funds the AmeriCorps North State Rural Assets Project (NSRAP) to serve youth and families in our community and provides full-time and part-time AmeriCorps members who serve youth and families in their homes and community as Parent Partners and Skillbuilders. Parent Partners provide mentoring and linkages to other needed community services. Skillbuilders provide assistance to youth and families in developing social, behavioral and problem-solving skills, as well as everyday skills such as money management and time management. Members receive a monthly stipend as well as an education award at the end of their term of service.

Four programs in Probation funded by JJCPA have been developed to include the services of Parent

Partners and a Skillbuilder. The WINGS program focuses on reducing recidivism and preventing out-of-home care for minors with mental health issues. One full-time Parent Partner is needed for the WINGS program to provide interventions to the minors and their families by role modeling, supporting development of parenting skills, and identifying and accessing community resources. Also for the WINGS program, one full-time Skillbuilder is needed to teach and model skills that enable youth and their families to problem solve and engage in everyday positive social interactions.

The WINGS II/Collaborative Court program (WINGS II) is for minors who have substance abuse issues and display mental illness when assessed and who have a Diagnostic and Statistical Manual of Mental Disorders (DSM-5) diagnosis. WINGS II uses an interagency family treatment team to meet the needs of the minor and family and establish individualized plans for both. The individualized plans work toward reducing recidivism, improving school attendance, minimizing the need for high level out-of-county placements, and improving the family's ability to cope with the minor's mental health issues. Because WINGS II is structured similarly to the WINGS program, it requires one full-time Parent Partner.

The Parent Project® program is a twelve-week course for parents that teaches them to understand and practice specific intervention and prevention strategies to eliminate destructive behavior in themselves and their children. A full-time Parent Partner is needed for role modeling and supporting development of parenting skills for the parents of juveniles involved with Probation.

The final Skillbuilder works with youth and families assigned to the Gardening, Responsibility, Ownership of Self and Community Well Being (GROW) program. This program is a re-entry program for at-risk youth in detention and those youth on furlough or released to their parent/guardians designed to lower the re-offense rate by promoting pro-social activities, providing noncriminal alternative activities, and reducing association with criminals by enhancing positive involvement and relationships with pro-social individuals from the community.

Through the AmeriCorps grant, CAPCC will provide up to five full-time equivalent (FTE) AmeriCorps members to work in Parent Partner and Skillbuilder positions. Full-time members work 1,700 hours during the term of the agreement. Full-time AmeriCorps members' costs are \$28,080 for a Parent Partner and \$24,640 for a Skillbuilder.

In addition to the cost of the members, which is up to \$133,520, Probation will pay up to \$500 for pro-social activities and for mileage incurred by the members while performing Parent Partner and Skillbuilder duties. Members are reimbursed at the rate set annually by the Internal Revenue Service. The department projects \$17,550 in approximate mileage reimbursement, which brings the total contract to \$148,645 for five members, pro-social activities, and contract related mileage.

The Parent Partners and Skillbuilders are essential positions to the success of these programs to enhance the communication bridge between Probation decisions/actions and the affected youth and families. Families need to know and understand the system and programs they are assigned to or participating in so they can establish a role for themselves and monitor their own progress. Having a voice with the courts and program compliance allows families, parents especially, to have some control over outcomes. With peer-type workers, parents get a more personal and satisfying experience, and challenges to individual successes for youth and families are reduced.

**ALTERNATIVES**

The Board could decide not to approve the agreement or could request changes to the terms and conditions of the agreement.

**OTHER AGENCY INVOLVEMENT**

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

**FINANCING**

The Probation Department’s FY 2018-19 Adopted Budget includes funds appropriated for this agreement. There is no additional General Fund impact associated with this recommendation.

**ATTACHMENTS:**

Description	Upload Date	Description
CAPCC-AmeriCorps 18-19	8/30/2018	CAPCC-AmeriCorps 18-19



**PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF SHASTA AND  
SHASTA COUNTY CHILD ABUSE PREVENTION COORDINATING COUNCIL**

This agreement is entered into between the County of Shasta, through its Probation Department, a political subdivision of the State of California ("County") and Shasta County Child Abuse Prevention Coordinating Council, a California corporation ("Consultant") for the purpose of providing specialized AmeriCorps members to provide services as Parent Partners and Skillbuilders to support Juvenile Justice Crime Prevention Act of 2000 (JJCPA) programs (collectively, the "Parties" and individually a "Party").

**Section 1. DEFINITIONS.**

- A. Collaborative Court Program is a specialty program utilizing the Wraparound model with a family centered focus. The program will serve youth who have a dual diagnosis or have issues with substance abuse. The program is a multi-agency approach and provides service and support for minors with mental health and drug and alcohol issues and their families.
- B. Eligible Youth means a child or adolescent who is a resident of Shasta County and who is: 1) high risk and/or at risk of foster care or group home placement; and 2) certified as eligible for Wraparound Interagency Network for Growth & Stability (WINGS) mental health services by a County mental health clinician; and 3) a minor under Section 790 of the Welfare and Institutions Code (W&IC) or a ward of the juvenile court.
- C. Gardening, Responsibility, Ownership of Self and Community Well Being (GROW) Program is a re-entry program for at-risk youth in detention and those youth on furlough or released to their parents/guardians designed to lower the re-offense rate by promoting pro-social activities, providing noncriminal alternative activities, and reducing association with criminals by enhancing positive involvement and relationships with pro-social individuals from the community.
- D. North State Rural Assets Project (NSRAP) is an AmeriCorps project that promotes the Five Protective Factors to encourage the reduction in the incidents of child abuse and neglect by creating safe, academically and socially enriched environments for high-risk children; developing community resources; and supporting parents to become self-sufficient.
- E. Parent Partner (AmeriCorps member) is a member of the AmeriCorps Program, employed or retained by Consultant, who meets the minimum qualifications of a Parent Partner as established by AmeriCorps. A Parent Partner provides assistance and support to parents of children receiving behavioral health services and provides feedback to the program related to parents' perceptions of the program as an opportunity for quality improvement.
- F. Skillbuilder (AmeriCorps member) is a member of the AmeriCorps Program, employed or retained by Consultant, who meets the minimum qualifications of a

Skillbuilder as established by AmeriCorps. A Skillbuilder provided consistent, reinforcing environment and instruction to help Eligible Youth and/or their families.

- G. The Parent Project® is a parenting skills program specifically designed for parents of strong-willed children. Parents are provided with practical tools and no-nonsense solutions for even the most destructive of adolescent behaviors.
- H. WINGS program is Wraparound Interagency Network for Growth & Stability, a Shasta County Juvenile Probation program. WINGS is a multi-agency approach to provide service and support for minors with mental health issues and their families.
- I. Youth and Family Teams are family members and their community support persons that come together to create, implement and update a plan *with* the youth and family. The plan builds on the strengths of the youth and family, and addresses their needs, desires and dreams.

**Section 2. RESPONSIBILITIES OF CONSULTANT.**

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

- A. Provide to County and supervise up to five full-time equivalent (FTE) AmeriCorps members to provide direct intervention services to Eligible Youth and their families in their homes and in the community as directed by County. Full-time AmeriCorps members will serve 1,700 hours during the term of the agreement.
- B. Conduct site visits at Juvenile Probation to provide support to County's Site Supervisor and the NSRAP AmeriCorps members.
- C. Provide to County the results of the background check on each AmeriCorps member that includes Department of Justice, Federal Bureau of Investigation, and National Sex Offender Registry background information clearance.
- D. Provide NSRAP specific training for AmeriCorps members. AmeriCorps members may spend up to 20 percent of their service hours in training and the remaining hours must be spent in service to the responsibilities set forth in this agreement.
- E. Ensure that AmeriCorps members will follow the service guidelines set forth in each specific AmeriCorps member description and AmeriCorps member contract.
- F. Provide direct Parent Partner services to Eligible Youth and their families for the WINGS/ Collaborative Court programs as follows:
  - (1) Role modeling;

- (2) Role-playing activities with families;
- (3) Socialization skills training;
- (4) Supporting development of parenting skills;
- (5) Providing behavioral interventions that result in successfully linking the youth to the community;
- (6) Assisting family to identify and access community-based resources appropriate to the individual youth and family needs;
- (7) Providing interventions for youth and families that support the family's individualized case plan;
- (8) Assisting the family in determining who will make up the Youth and Family Team (Team) and contacting people to participate on the Team as needed for requested by family; and
- (9) Assisting parents to find respite and childcare services as needed.

G. Under the guidance of a probation officer, provide direct Parent Partner services to Eligible Youth and their families enrolled in The Parent Project® program in their homes and community as follows:

- (1) Role modeling;
- (2) Role playing activities with families;
- (3) Socialization skills training;
- (4) Supporting development of parenting skills;
- (5) Providing behavioral interventions that result in successfully linking the youth and family to the community;
- (6) Assisting family to identify and access community-based resources appropriate to the individual youth and family's needs;
- (7) Assisting the family in determining who will make up the Youth and Family Team and contacting people to participate on the Team as needed or requested by the family;
- (8) Assisting in implementing The Parent Project® curriculum and in securing community based resources as outlined in the Eligible Youth's case plan;
- (9) Accessing community-based resources appropriate to the individual youth and his/her family's needs;
- (10) Providing interventions for youth and their families that support individualized case plan objectives;
- (11) Participating in work groups, special projects and training;
- (12) Assisting parents in the development and coordination of The Parent Project® support groups;
- (13) Assisting parents to find respite and childcare services as needed;
- (14) Linking parents to other needed community resources to strengthen their families; and
- (15) Increase level of engagement of participants in The Parent Project® Program education class.

H. Under the guidance of a probation officer, provide direct Skillbuilder services to Eligible Youth and their families in the WINGS/Collaborative Court and GROW programs in their homes and community as follows:

- (1) Role modeling;
- (2) Role playing activities with youth;
- (3) Socialization skills training;
- (4) Providing behavioral interventions that result in successfully linking the youth to the community;
- (5) Assisting youth and families to identify and access community-based resources appropriate to the individual youth's interests and needs and commensurate with Probation's philosophical principles;
- (6) Providing interventions for Eligible Youth and their families that support the family's individualized case plan;
- (7) Assisting the family in determining who will make up the Youth and Family Team and contacting people to participate on the Team as necessary needed or requested by the family;
- (8) Integrating youth into positive socially and developmentally appropriate activities including, but not limited to, recreational activities, job or vocational training, and options for education; and
- (9) Teaching skills that enable youth to problem solve and engage in everyday positive social interactions. These skills include, but are not limited to the following:
  - a. Money management, such as budgeting and shopping skills
  - b. How to use public transportation
  - c. Time management skills to help with scheduling activities (i.e., household chores, appointments, etc.)
  - d. Drug and Alcohol prevention
  - e. Pregnancy prevention
  - f. How to avoid incarceration
  - g. Following family rules
  - h. Communication techniques to manage family disagreements
  - i. Coping skills to deal with stressful situations such as day-to-day disappointments and family disagreements

I. The performance goals and outcome measures are individual for each of the Eligible Youths and their families who participate in the WINGS/Collaborative Court, GROW, and the Parent Project® programs. The goals are based upon the assessed risk or need within the family and identified in the Eligible Youth's treatment case plan. Successful intervention by the Parent Partners and Skillbuilder will be measured quarterly by the County based on the following:

- (1) Seventy percent of youths will remain at home receiving local mental health services and supervision avoiding the need for foster or group home placement.
- (2) Seventy-five percent of youths will be involved in a pro-social activity, which could be facilitated by the Skillbuilder.
- (3) At termination from probation supervision, youth is maintaining eighty percent school attendance or better.

- (4) At termination from probation supervision, eighty percent of youths are engaged in an educational program, if he/she has not yet graduated high school or equivalent.
  - (5) Calls for law enforcement service for family disturbances will decrease by fifty percent.
  - (6) Seventy-five percent of the Parent Project® participants will complete the program and participate in the graduation ceremony.
  - (7) Consultant shall assist County in compiling a written report on the results of these aforementioned measurements on a quarterly basis.
- J. County Site Supervisor, County Site staff, and AmeriCorps members will participate in the NSRAP program evaluation process and Consultant shall submit documents and reports by the provided timeline to NSRAP, with written copies to County.
- K. All AmeriCorps members shall agree to and conform to all applicable County policies, procedures and regulations, and such other requirements and restrictions as may be required by County.
- L. During the course of the 1700 hours, should contracted staff or AmeriCorps members be released for cause or for compelling circumstances Consultant will provide a replacement staff or a prorated refund, less fixed administrative costs of the member, to County within 60 days. County shall have sole authority to determine whether a replacement AmeriCorps member or a prorated refund is provided to County and County's determination shall be final and conclusive.

**Section 3. RESPONSIBILITIES OF COUNTY.**

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

- A. Assist in recruitment and selection of AmeriCorps member(s).
- B. Provide non-exclusive office space, office supplies, office furniture (desk, chair, etc.), computer, internet, phone/land line, and fax machine at no cost to Consultant pursuant to Attachment A, attached and incorporated herein.
- C. Identify a County Site Supervisor to provide daily support and supervision for the AmeriCorps members.
- D. Provide adequate service hour opportunities for the AmeriCorps members to successfully complete contracted service hours.
- E. Provide site specific orientation and training for contracted staff and AmeriCorps members.
- F. County Site Supervisor will attend AmeriCorps orientation and participate in meetings and conference calls throughout the term of the agreement as needed.

- G. Allow AmeriCorps members to attend regularly scheduled Consultant AmeriCorps member trainings.
- H. County Site Supervisor will complete two Performance Reviews during the AmeriCorps member's term of service and will provide a written copy to Consultant.
- I. Participate in the NSRAP program evaluation process.
- J. Ensure that AmeriCorps members will not supplant staff positions.
- K. Complete a written statement specifying source of cash match funds from County.
- L. County shall compensate Consultant as prescribed in Sections 4 and 5 of this agreement and shall monitor the outcomes achieved by Consultant.

**Section 4. COMPENSATION.**

- A. Consultant shall be paid up to \$133,520 for the services described in this agreement in accordance with the budget as prescribed in Attachment B, attached and incorporated herein, for the services rendered in Section 2.
- B. Consultant shall be reimbursed for mileage for each 1,700-hour AmeriCorps member providing services under this agreement over the entire term of the agreement in an amount not to exceed \$14,625.
- C. Consultant shall be reimbursed up to \$500 for actual costs of pro-social activities approved by County.
- D. County shall pay to Consultant a maximum of \$148,645 for all reasonable and necessary costs in accordance with applicable Circulars of the Office of Management and Budget ("OMB") of the Executive Office of the President of the United States, for satisfactorily providing services pursuant to this agreement. In no event shall the maximum amount payable under this agreement exceed \$148,645.
- E. Consultant's violation or breach of agreement terms may result in fiscal penalties, withholding of compensation, or termination of agreement.

**Section 5. BILLING AND PAYMENT.**

- A. Consultant shall submit to County by the 10<sup>th</sup> of the month following the month of services, an itemized statement or invoice for AmeriCorps member costs, mileage reimbursement, and pro-social activities. County shall make payment within 30 days of receipt of Consultant's correct and approved statement or invoice.



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

**Section 6. TERM OF AGREEMENT.**

This agreement shall commence on October 1, 2018, and shall continue for the duration of the funding period for the NSRAP grant provided through the Governor's Office on California Volunteers, or until December 31, 2019, whichever comes first. Notwithstanding the foregoing, County shall not be obligated for payments hereunder for any future County fiscal year unless or until County's Board of Supervisors appropriates funds for this agreement in County's budget for that County fiscal year. In the event that funds are not appropriated for this agreement, then this agreement shall end as of June 30 of the last County fiscal year for which funds for this agreement were appropriated. For the purposes of this agreement, the County fiscal year commences on July 1 and ends on June 30 of the following year. County shall notify Consultant in writing of such non-appropriation at the earliest possible date.

**Section 7. TERMINATION OF AGREEMENT.**

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

**Section 8. ENTIRE AGREEMENT; AMENDMENTS; HEADINGS; EXHIBITS/APPENDICES.**

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

**Section 9. NONASSIGNMENT OF AGREEMENT; NON-WAIVER.**

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

**Section 10. EMPLOYMENT STATUS OF CONSULTANT.**

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



under County's workers' compensation insurance plan nor shall Consultant be eligible for any other County benefit. Consultant must issue W-2 and 941 Forms for income and employment tax purposes, for all of Consultant's assigned personnel under the terms and conditions of this agreement.

**Section 11. INDEMNIFICATION.**

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

**Section 12. INSURANCE COVERAGE.**

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

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

- C. Consultant shall obtain and maintain continuously a policy of Errors and Omissions coverage with limits of liability of not less than \$1 million per occurrence.
- D. Consultant shall require subcontractors to furnish satisfactory proof to County that liability and workers' compensation and other required types of insurance have been obtained and are maintained similar to that required of Consultant pursuant to this agreement.
- E. With regard to all insurance coverage required by this agreement:
  - (1) Any deductible or self-insured retention exceeding \$25,000 for Consultant or subcontractor shall be disclosed to and be subject to approval by the County Risk Manager prior to the effective date of this agreement.
  - (2) If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, Consultant or subcontractor shall maintain such insurance coverage with an effective date earlier or equal to the effective date of this agreement and continue coverage for a period of three years after the expiration of this agreement and any extensions thereof. In lieu of maintaining post-agreement expiration coverage as specified above, Consultant or subcontractor may satisfy this provision by purchasing tail coverage for the claims-made policy. Such tail coverage shall, at a minimum, provide the insurance coverage required hereunder for claims received and reported three years after the expiration date of this agreement.
  - (3) All insurance (except workers' compensation and professional liability) shall include an endorsement or an amendment to the policy of insurance which names *County, its elected officials, officers, employees, agents, and volunteers as additional insureds*. In the event that coverage is reduced or canceled, a notice of said reduction or cancellation shall be provided to County within 24 hours. Any available insurance proceeds in excess of the specified minimum limits and coverage pursuant to the terms of this agreement shall be applicable to the Additional Insured. The additional insureds coverage shall be equal to Insurance Service Office endorsement

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

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

"Separation of Insureds.

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

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

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

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

**Section 14. COMPLIANCE WITH LAWS; NON-DISCRIMINATION.**

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

**Section 15. ACCESS TO RECORDS; RECORDS RETENTION.**

- A. County, federal, and state officials shall have access to any books, documents, papers, and records of Consultant that are directly pertinent to the subject matter of this agreement for the purpose of auditing or examining the activities of

Consultant or County. Except where longer retention is required by federal or state law, Consultant shall maintain all records for five years after County makes final payment hereunder. This provision shall survive the termination, expiration, or cancellation of this agreement.

- B. Consultant shall maintain appropriate records to insure a proper accounting of all funds and expenditures pertaining to the work performed or the services provided pursuant to this agreement. Consultant shall maintain records providing information that account for all funds and expenses related to the provision of services provided pursuant to this agreement. Access to these records shall be provided to County during working days, 8:00 a.m. to 5:00 p.m. and at other times upon reasonable notice by County, and upon request of state and federal agencies charged with the administration of programs related to the work or services to be provided pursuant to this agreement.
- C. Consultant agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate federal, state, or County audit directly related to the provisions of this agreement. Consultant agrees to repay County the full amount of payment received for duplicate billings, erroneous billings, audit exceptions, or false or deceptive claims. Consultant agrees that County may withhold any money due and recover through any appropriate method any money erroneously paid under this agreement if evidence exists of less than full compliance with this agreement including, but not limited to, exercising a right of set-off against any compensation payable to Consultant.

**Section 16. 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 17. 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 18. 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 19. 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 20. NOTICES.**

- A. Except as provided in Section 7.C. of this agreement (oral notice of termination due to insufficient funding), any notices required or permitted pursuant to the terms and provisions of this agreement shall be given to the appropriate Party at the address specified below or at such other address as the Party shall specify in writing. Such notice shall be deemed given: (1) upon personal delivery; or (2) if sent by first class mail, postage prepaid, two days after the date of mailing.

If to County: Chief Probation Officer  
Shasta County Probation Department  
2684 Radio Lane  
Redding, CA 96001  
Phone: 530-245-6200  
Fax: 530-245-6001

If to Consultant: Executive Director  
Shasta County Child Abuse Prevention  
Coordinating Council  
2280 Benton Drive, Building C, Suite B  
Redding, CA 96003  
Phone: 530-241-5816  
Fax: 530-241-4192

- B. Any oral notice authorized by this agreement shall be given to the persons specified in Section 20.A. and shall be deemed to be effective immediately.
- C. Unless otherwise stated in this agreement, any written or oral notices on behalf of the County as provided for in this agreement may be executed and/or exercised by the County Executive Officer.

**Section 21. AGREEMENT PREPARATION.**

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

**Section 22. COMPLIANCE WITH POLITICAL REFORM ACT.**

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 23. 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 24. SEVERABILITY.**

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

**Section 25. COUNTY'S RIGHT 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 26. CONFIDENTIALITY.**

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

**Section 27. SCOPE AND OWNERSHIP OF WORK.**

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

**Section 28. USE OF COUNTY PROPERTY.**

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

***SIGNATURE PAGE FOLLOWS***



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

COUNTY OF SHASTA

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

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

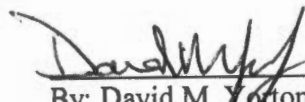
ATTEST:

LAWRENCE G. LEES  
Clerk of the Board of Supervisors

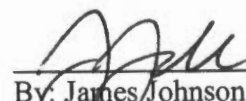
By: \_\_\_\_\_  
Deputy

Approved as to form:

RUBIN E. CRUSE, JR  
County Counsel

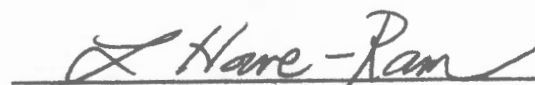
 8/23/18  
By: David M. Yorton, Jr. Date  
Senior Deputy County Counsel

RISK MANAGEMENT APPROVAL

 08/23/18  
By: James Johnson Date  
Risk Management Analyst III

CONSULTANT

Date: 8/23/18

  
Linda Howe-Ram  
Executive Director

Tax I.D.#: 68-0151867

ATTACHMENT A

ATTACHMENT A  
to the Agreement between  
the County of Shasta, hereinafter referred to as "County" and  
Shasta County Child Abuse Prevention Coordinating Council, hereinafter referred to as  
"Consultant"

AGREEMENT FOR NON-EXCLUSIVE USE OF SPACE

- A. Consultant shall be permitted and allowed non-exclusive use of and access to space at the County's Facility located in Redding, California ("Facility"). County, in its sole discretion, may determine what area or areas that Consultant is permitted to use and make changes or alter the area to be used at any time. In addition, County may terminate, without cause, the permission to use the Facility provided for in this attachment upon seven (7) days written notice to Consultant without affecting the Consultant's obligation to provide the services provided for in this agreement. The County will endeavor to provide adequate alternate non-exclusive use space to allow for the continuation of the Program without interruption. For purposes of this agreement, alternative adequate space includes space as described above. In the event that County is unable to provide alternative adequate space, County and Consultant may enter into negotiations to amend this agreement in light of Consultant having to obtain alternative adequate space at a non-County owned or leased site. In the event that the Parties enter negotiations to amend this agreement as a result of County's inability to provide adequate alternative space and the Parties are unable to reach agreement within 120 days following County's notice of termination of permission to use the Facility, either Party may terminate this agreement upon 15 days written notice to the other Party. Nothing in this paragraph shall be construed to alter or modify the rights of the Parties to terminate this agreement pursuant to Section 7 of this agreement.
- B. In County's sole discretion, Consultant shall repair at its expense or shall reimburse County for the costs of repairing any damage to the Facility caused by, resulting from or in any way connected with use of the Facility by Consultant or Consultant's employees, agents, or volunteers, but not limited to the provision of services pursuant to this agreement, the removal of any articles of personal property, business or trade fixtures, machinery, equipment, furniture, movable partitions or improvements or additions, including without limitation thereto, repairing damage to the floor and patching the walls.
- C. If Consultant becomes aware of any damage to or defective condition in the Facility including any part or appurtenance of the hot water heater or the mechanical, electrical, plumbing, Heating, Ventilation and Air-conditioning (HVAC) system or other systems serving, located in, or passing through the Facility, Consultant shall notify County within twenty-four (24) hours.
- D. Consultant shall not modify, alter, or in any way change the Facility. Notwithstanding the previous sentence, Consultant may request that County

ATTACHMENT A

modify, alter, or change the Facility to increase the usability of space by Consultant. Any consent to alter, modify, or change the Facility is in County's sole discretion.

- E. Consultant's permitted non-exclusive use of the Facility is limited to use for the purpose of carrying out the responsibilities outlined in the Agreement. Consultant shall not use the Facility (including equipment, instruments, and supplies) for any other use or purpose.
- F. Consultant is permitted to use its personal property including file cabinets to secure any of its information or documents. However, Consultant shall not lock or otherwise secure areas used by it from access or use by County and its employees, agents, and volunteers.

## ATTACHMENT B

ATTACHMENT B  
to the Agreement between  
the County of Shasta, hereinafter referred to as "County" and  
Shasta County Child Abuse Prevention Coordinating Council, hereinafter referred to as  
"Consultant"

Shasta County Child Abuse Prevention Coordinating Council				
Budget Period October 1, 2018 through September 30, 2019				
		FTE	Monthly Budget Amount	Annual Budget Amount
Salaries & Wages:				
1	The Parent Project® Parent Partner	100%	\$2,340.00	\$28,080.00
2	WINGS Parent Partner	200%	\$4,680.00	\$56,160.00
1	WINGS Skillbuilder	100%	\$2,053.33	\$24,640.00
1	GROW Skillbuilder	100%	\$2,053.33	\$24,640.00
Total Salaries & Wages		-	\$11,126.66	\$133,520.00

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** September 11, 2018

**CATEGORY:** Consent - Public Works-14.

**SUBJECT:**

Fall River Mills Airport – Hangar Lease

**DEPARTMENT:** Public Works

**Supervisory District No. :** 3

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

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

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

**RECOMMENDATION**

Approve and authorize the Chairman to sign: (1) An amendment effective date of signing to the lease agreement with Saber Zell for portable hangar Space No. 3 at Fall River Mills (FRM) Airport to terminate the lease effective September 30, 2018; and (2) a lease agreement with Rex Horney in the amount of \$25 per month for portable hangar Space No. 3 at FRM Airport for the period October 1, 2018 through March 31, 2019.

**SUMMARY**

A lease agreement is proposed for a portable hangar space at FRM Airport.

**DISCUSSION**

The County owns nine fixed hangars and four portable hangar spaces at the FRM Airport. All are currently leased. No one is on the hangar waiting list. Saber Zell and Rex Horney have requested a transfer of Saber Zell's portable hangar Space No. 3 lease to Rex Horney. Rex Horney also leases portable hangar Space No. 4.

The Board may lease real property to a third party per Policy 6-101. The Board shall adopt a resolution with a property description, public notice, sealed bidding and oral bids. Airport leases are not specifically addressed. Government Code 25536 provides that the Board may lease County-owned airport property by four-fifths vote without compliance with the aforementioned notice and bidding procedures.

**ALTERNATIVES**

The Board may direct staff to seek alternate terms or decline to transfer the lease at this time. Current rental terms appear to balance supply and demand.

**OTHER AGENCY INVOLVEMENT**

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

**FINANCING**

Lease revenue is included in the Adopted FY 2018/19 FRM Airport budget. There is no General Fund impact.

**ATTACHMENTS:**

Description	Upload Date	Description
Zell Portable Hangar Space Lease Amendment	8/27/2018	Zell Portable Hangar Space Lease Amendment
Horney Portable Hangar Space Lease Agreement	8/27/2018	Horney Portable Hangar Space Lease Agreement

**FIRST AMENDMENT TO THE  
LEASE AGREEMENT  
BETWEEN  
THE COUNTY OF SHASTA AND  
SABEL ZELL FOR  
FALL RIVER MILLS COUNTY AIRPORT PORTABLE HANGAR SPACE NO. 3**

This First Amendment is entered into between the County of Shasta ("County"), a political subdivision of the State of California through the Department of Public Works ("Lessor"), and Saber (erroneously identified as "Sabel") Zell ("Lessee").

RECITALS

WHEREAS, Lessor and Lessee have previously entered into an agreement on March 22, 2016, to lease that certain real property known as Space No. 3 or alternate space provided by Lessor and acceptable to Lessee, at the Fall River Mills County Airport, County of Shasta ("Lease Agreement"); and

WHEREAS, County and Consultant desire to amend the Lease Agreement to shorten the term.

NOW, THEREFORE, the Lease Agreement is amended as follows:

I. Replace Section 2. "TERM" in its entirety to read as follows:

2. TERM:

The premises are leased for a term commencing on April 1, 2016, and ending on September 30, 2018, unless terminated earlier pursuant to the provisions of this lease except that if any such date falls on a Saturday, Sunday or holiday, then this lease shall end at 12:00 p.m. on the preceding business day.

II. Replace Paragraph A. of Section 6. "TERMINATION" in its entirety to read as follows:

6. TERMINATION:

A. Lessee shall vacate the premises before the end of the term of this Lease Agreement.

III. REAFFIRMATION

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

IV. ENTIRE AGREEMENT

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

V. EFFECTIVE DATE

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

***SIGNATURE PAGE FOLLOWS***

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

**COUNTY OF SHASTA**

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

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

ATTEST:

LAWRENCE G. LEES  
Clerk of the Board of Supervisors

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

Approved as to form:

RUBIN E. CRUSE, JR  
County Counsel

By: David M. Yorton, Jr. 8/23/18  
David M. Yorton, Jr.  
Senior Deputy County Counsel

RISK MANAGEMENT APPROVAL

By: James Johnson 08/23/18  
James Johnson  
Risk Management Analyst III

**LESSEE**  
**SABER ZELL**

By: [Signature]  
Print Name: Saber Zell

Date: 8/15/2015

Aircraft N Number: NONE



**FALL RIVER MILLS COUNTY AIRPORT  
PORTABLE HANGAR SPACE  
LEASE AGREEMENT**

THIS LEASE is entered into between the County of Shasta, a political subdivision of the State of California through the Department of Public Works ("Lessor"), and Rex Horney, hereinafter referred to as ("Lessee").

1.     DESCRIPTION:

Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, that certain real property known as Space No. 3 or alternate space provided by Lessor and acceptable to Lessee, at the Fall River Mills County Airport, County of Shasta. See attached Exhibit A for hangar location.

2.     TERM:

The premises are leased for a term commencing on October 1, 2018 and ending on March 31, 2019, unless terminated earlier pursuant to the provisions of this lease except that if any such date falls on a Saturday, Sunday or holiday, then this lease shall end at 12:00 p.m. on the preceding business day.

3.     RENT:

- A.     The monthly rent of this lease is \$25.00 per month beginning on the date this lease commences. All rent payable pursuant to this lease is payable in advance annually to the Lessor and delivered to the Public Works Director no later than April 1<sup>st</sup> of each year during the term of this lease.
- B.     Lessee shall pay to Lessor \$50.00 as a late fee in any year where the annual rent is not received by Lessor before the tenth of the month in which it is due. Lessor and Lessee agree that determining the amount of actual damages resulting from late payment of rent is impracticable or extremely difficult to fix and therefore, agree that \$50.00 shall be presumed to be the amount of damage sustained by a breach of the requirement to pay rent as provided in subsection A. of this section.

4.     USE AND OCCUPANCY:

- A.     Lessee is leasing the premises in its present condition as of the date of execution of this lease.
- B.     Lessee shall use and occupy the premises for the sole purpose of storage of an aircraft owned by Lessee. The premises shall be used for no other purpose without the written consent of Lessor.

- C. Lessee shall report the N number of the aircraft stored pursuant to this lease within 5 calendar days of (1) the commencement date of this lease; or (2) storage of an aircraft with a new N number. Lessee shall report the N number of the aircraft stored pursuant to this lease on or before April 1<sup>st</sup> of each subsequent calendar year following commencement of this lease.
- D. Lessee shall not conduct or permit to be conducted any business or sale on said premises, and no overhaul or repair work, or fueling or defueling, shall take place in the hangar.
- E. Lessee shall supply Lessor with keys to any locks placed on entry doors. If Lessee fails to supply Lessor with keys, Lessor may remove and replace lock(s), at Lessee's expense, at a cost of \$100.00 per lock. No notice by Lessor is required.

5. UTILITIES:

Lessee shall pay for all utilities and services furnished to the premises during the term of this lease.

6. CARE AND REPAIR OF PREMISES:

Lessee shall not commit, or allow to be committed, any waste upon said premises or any nuisance or other act which may disturb the quiet enjoyment of any other hangar tenant. Lessee shall immediately repair any damage to the premises caused by Lessee or Lessee's agents, employees, visitors, or licensees.

7. TERMINATION:

- A. After the original term of this lease, Lessee agrees to vacate the premises peaceably, and any holding over shall be on a month-to-month tenancy at the then lease rate, and all other provisions of this lease shall remain in full force and effect on a month-to-month tenancy unless and until either party gives thirty (30) days written notice to the other, and Lessee's tenancy shall terminate thirty (30) days following the last day of the month in which such notice is given.
- B. In the event that Lessee ceases to use the hangar for aircraft storage for a continuous period of six (6) months, Lessor shall be entitled to terminate the lease in accordance with the notice set forth in subsection 7.A. of this lease.
- C. Lessor shall have the right to terminate this lease upon thirty (30) days written notice if any work of public construction, in the opinion of the Public Works Director, requires that the hangar space be destroyed or otherwise removed. Lessor's right to terminate this lease or accept Lessee's surrender of the premises may be exercised by the Shasta County Board of Supervisors, Shasta County Executive Officer or his or her designee or the Lessor's Public Works Director.

- D. Upon termination of this lease, any personal property found in the leased hangar space may be stored by the Lessor for not in excess of thirty (30) days after notice and all costs of storage shall be paid by Lessee. Property not claimed by Lessee within the thirty (30) day period may be disposed of by Lessor without any obligation to deliver the property to Lessee or to reimburse Lessee for the value thereof. In the alternative, Lessor may sell all such property and offset any amounts due Lessor against the proceeds of such sale. Costs of disposal or sale shall be paid by Lessee.

8. ALTERATIONS:

- A. Lessee, with Lessor's prior written consent, may make any alterations to the premises, or any part thereof that Lessee deems appropriate and necessary. All improvements made by Lessee to the premises which are attached to the premises so that they cannot be removed without material injury to the premises shall become the property of Lessor upon installation. This includes the hangar structure, siding, insulation and other building parts. Not later than the last day of the term, Lessee shall, at Lessee's expense, remove all of Lessee's personal property and other improvements made by Lessee which have not become the property of Lessor including, but not limited to, trade fixtures, cabinet work, moveable paneling, partitions and the like; repair all injury done or in connection with the installation or removal of such property and improvements and surrender the premises in as good a condition as it was at the beginning of the term. Reasonable wear and damage not due to the misuse or neglect of Lessee or Lessee's agents, employees, visitors, or licensees is excepted.
- B. Lessor reserves the exclusive rights to the structural parts and surfaces of the premises, and Lessee shall not place, or permit to be placed, upon any part of said premises any picture, sign, marquee or appurtenance which advertises or communicates any content, either verbal or pictorial, which is visible from the outside of the hangar space. Lessor may enter upon said premises and remove the same if Lessee violates this provision.

9. GOVERNMENTAL REQUIREMENTS:

Lessee shall, at its sole cost and expense, comply with the laws, regulations, or ordinances of all municipal, state and federal authorities now in force, or which may hereafter be in force pertaining to the premises, occasioned by or affecting the use to which the premises are to be put by Lessee.

10. ASSIGNMENT AND SUBLETTING:

Lessee shall not assign this lease, or any interest therein, and shall not lease or sublet the premises, or any part thereof, or any right or privilege appurtenant thereto, without the written consent of Lessor. Consent to one assignment or subletting shall not be construed as a consent to any subsequent assignment or subletting. Unless such consent has been

obtained, any assignment or transfer, or attempted assignment or transfer of this lease or any interest herein, or subletting, either by voluntary or involuntary act of Lessee, or by operation of law or otherwise, shall, at the option of Lessor, terminate this lease, and any such purported assignment, transfer or subletting without such consent shall be null and void.

11. INDEMNITY:

Lessee shall indemnify and hold Lessor harmless from and defend against any and all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees of Lessor Counsel and counsel retained by Lessor, expert fees, litigation costs, and investigation costs), damages, judgments or decrees for any injury, death, or damage to any person or property occurring in, on, or about the premises when such injury, death, or damage is caused in part or in whole by the neglect, fault, or omission of any duty with respect to the same by Lessee, its agents, contractors, subcontractors or employees except when the injury or loss is caused by the sole negligence or intentional wrongdoing of Lessor. Lessee shall further indemnify and hold Lessor harmless from and against any and all claims, suits, actions, costs, expense (including but not limited to reasonable attorney's fees of County Counsel and counsel retained by Lessor, expert fees, litigation costs, and investigation costs), damages, judgments or decrees arising from any breach or default in the performance of any obligation on Lessee's part to be performed under the terms of this lease, or arising from any negligence or wrongdoing of Lessee, or any of its agents, contractors, subcontractors or employees. If an action or proceeding is brought against Lessor by reason of any such claim, Lessee, upon notice from Lessor, shall defend the same at Lessee's expense provided, however, that Lessee shall not be liable for damage or injury occasioned by the sole active or sole passive negligence or intentional acts of Lessor or its agents or employees. Lessor shall be required to provide notice to the Lessee within 10 days of receipt or notice of any claim.

12. INSURANCE:

- A. Lessee shall obtain, from an insurance carrier authorized to transact business in the State of California, and maintain during the term of this lease and any extension of this lease, a policy of Airport Premises Liability Insurance for the building and premises with limits no less than \$1 million combined single limit bodily injury and property damage. If Lessee is storing third-party aircraft, Lessee shall obtain, from an insurance carrier authorized to transact business in the State of California, and maintain during the term of this lease and any extension of this lease, a policy of Hangar keepers' Liability Insurance, with limits of no less than \$1 million per occurrence and \$1 million aggregate. If Lessee is operating a flight school or flying club, Lessee shall obtain, from an insurance carrier authorized to transact business in the State of California, and maintain during the term of this lease and any extension of this lease, a policy of Comprehensive Airport Liability Insurance for bodily injury (including death) and property damage including owned and non-owned aircraft coverage of \$1 million per occurrence and \$3 million aggregate.

1. Any deductible or self-insured retention exceeding \$25,000 for Lessee shall be disclosed to and be subject to approval by the Lessor's Risk Manager prior to the effective date of this lease.
  2. Lessee shall provide Lessor an endorsement or amendment to Lessee's policy of insurance as evidence of insurance protection before the effective date of this lease. The endorsement or amendment shall name Lessor, its elected officials, officers, employees, agents, and volunteers as additional insureds. If the endorsement or amendment does not reflect the limits of liability provided by the policy, Lessee shall also provide Lessor a certificate of insurance reflecting those limits.
  3. The insurance coverage required by this lease shall be in effect at all times during the terms of this lease. In the event any insurance coverage expires at any time during the term of this lease, Lessee shall provide, at least 20 days prior to said expiration date, a new endorsement or policy amendment evidencing insurance coverage as provided for herein for not less than the remainder of the term of this lease or for a period of not less than one year. In the event Lessee 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 lease, Lessor may, in addition to any other remedies it may have, terminate this lease upon 30 days notice.
- B. Lessee releases Lessor from liability for loss or damage covered by Lessee's fire and extended insurance coverage and waives subrogation rights of the insurer.
13. DAMAGES:
- Lessee, as a material part of the consideration to be rendered to Lessor under this lease, hereby waives all claims against Lessor for damages to goods, wares and merchandise in, upon, or about the premises, and for injuries to persons in or about said premises, from any cause other than Lessor's sole negligence or other intentional wrongdoing.
14. CONDITION OF PREMISES:
- On the last day of the term or upon earlier termination of this lease, Lessee shall peaceably and quietly leave; surrender and yield up to Lessor said premises in good order, condition and repair, reasonable use and wear thereof excepted.
15. DEFAULT:
- If either the Lessor or Lessee fails to comply with any of the material provisions of this lease, notice of such default shall be served on the defaulting party pursuant to the notice provisions of Section 21 of this lease and the defaulting party shall have ten (10) days

from receipt of the notice of default to cure said breach. In the event the default is not cured within the ten (10) day period, the noticing party may terminate the lease.

16. RIGHT OF ENTRY:

Lessee shall permit Lessor and its agents to enter into and upon the premises at all reasonable times for the purpose of inspecting the same.

17. TAX LIABILITY:

Pursuant to Revenue and Taxation Code § 107.6, Lessee is advised that a possessory interest subject to property taxation may be created by Lessee's acceptance of this lease. Lessee shall be responsible for and pay possessory interest tax and other taxes as may be applied to or result from this lease.

18. GOVERNING LAW:

All questions with respect to construction of this lease and the rights and liabilities of the parties hereto shall be governed by the laws of the State of California. Any litigation arising out of this lease shall be venued in Shasta County.

19. INUREMENT:

Subject to the restrictions on assignments as herein contained, this lease shall inure to the benefit of, and shall be binding upon the assigns, successors in interest, personal representatives, estates, and heirs of the respective parties hereto.

20. ENTIRE DOCUMENT:

- A. This lease constitutes the entire agreement between the parties pertaining to the subject matter contained in it as it relates to all prior and contemporary agreements, representations, and understandings of the parties. No supplement, modification, or amendment of this lease shall be binding unless executed in writing by all of the parties.
- B. No waiver of the provisions of this lease shall be deemed, or shall, constitute a waiver of any other provision, nor shall it be binding unless executed in writing by the party making the waiver.
- C. Minor amendments which do not result in a substantial or functional change to the original intent of this lease and do not cause a decrease in the maximum amount payable under it may be agreed to in writing between Lessee and Lessor's Public Works Director.

21. NOTICES:

All notices required by law or by this lease to be given to either party may be given personally or by depositing the same in the United States mail, postage prepaid, and addressed to either party as set forth below and, in that event, notice shall be deemed to have been given three days after mailing.

If to Lessor: Shasta County Department of Public Works  
1855 Placer Street  
Redding, CA 96001  
530-225-5661; Fax 530-225-5667

If to Lessee: Rex Horney  
28475 Island Road  
Fall River Mills, CA 96028  
530-336-6672

22. ATTORNEY FEES:

If any legal action is brought by either party hereto for the enforcement or interpretation of this lease, for remedy due to its breach, recovery of the premises or in any other way arising from the terms of this lease, the prevailing party shall be entitled to recover reasonable attorney fees (including fees of County Counsel), costs and other litigation expenses which shall become a part of any judgment in the action.

23. SEVERABILITY:

If any portion of this lease 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 lease, 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 lease are severable.

***SIGNATURE PAGE FOLLOWS***

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

**COUNTY OF SHASTA**

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

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

ATTEST  
LAWRENCE G. LEES  
Clerk of the Board of Supervisors

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

Approved as to form:

Rubin E. Cruse, Jr.  
County Counsel

**RISK MANAGEMENT APPROVAL**

By: David M. Yorton, Jr. 8/23/18  
David M. Yorton, Jr.  
Senior Deputy County Counsel

By: James Johnson 08/23/18  
James Johnson  
Risk Management Analyst III

**LESSEE**

By: Rex Horney

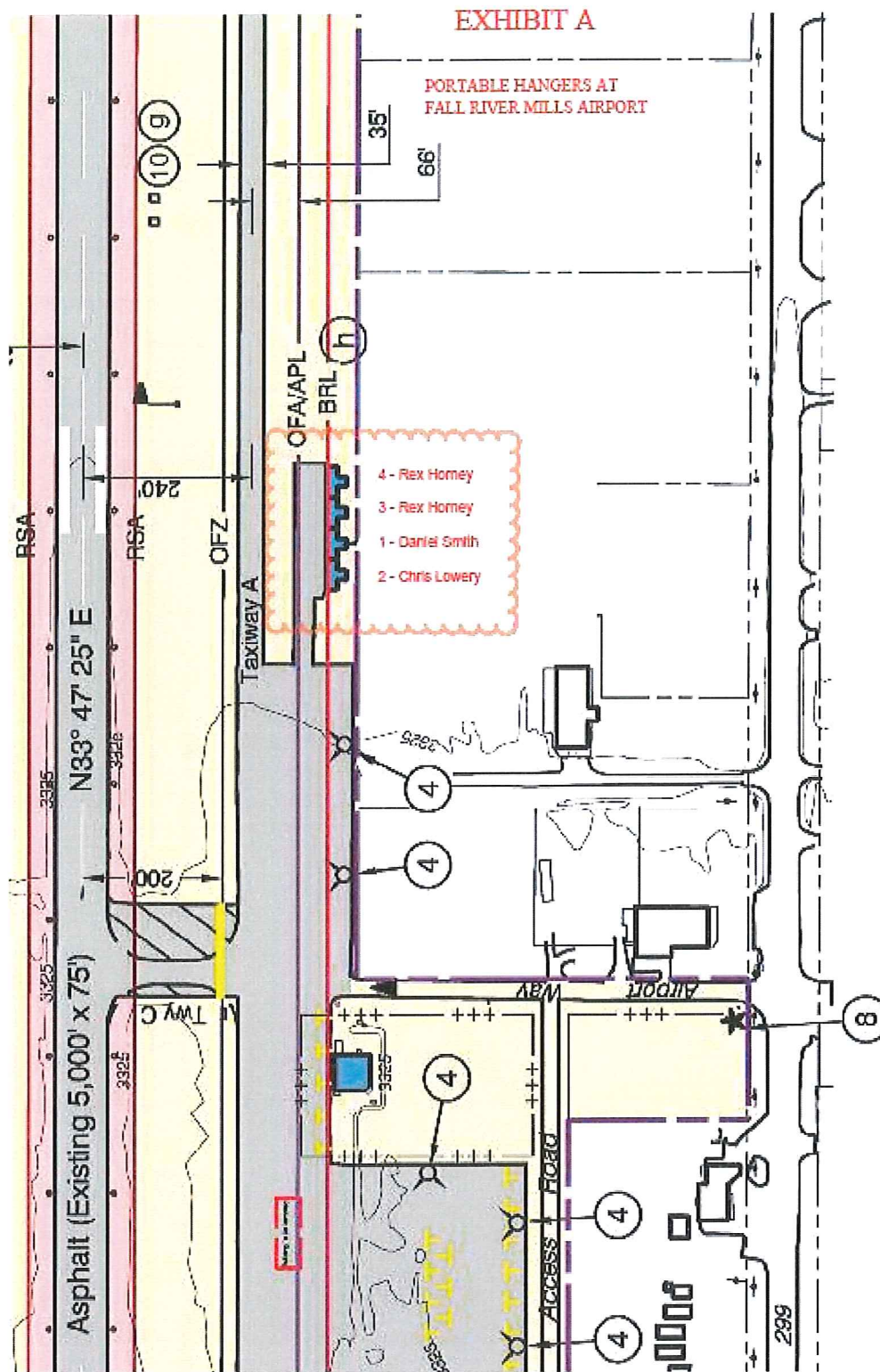
Print Name: Rex Horney

Date: 8/16/18

Tax I.D.#: \_\_\_\_\_

Aircraft N Number: \_\_\_\_\_





REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** September 11, 2018

**CATEGORY:** Consent - Public Works-15.

**SUBJECT:**

Debris Removal Schedule

**DEPARTMENT:** Public Works

**Supervisory District No. :** All

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

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

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

**RECOMMENDATION**

Adopt a resolution which establishes deadlines for the submission of Debris Removal Right-of-Entry Permits, Alternative Fire Debris Removal Program Applications and Work Plans, and completion of debris removal under the Alternative Program.

**SUMMARY**

Fire debris removal deadlines are proposed.

**DISCUSSION**

The Carr Fire has burned over a thousand structures. The Health Officer has issued a Proclamation of Local Health Emergency and the Board has required removal of the fire debris (Ordinance No. 743). Properties may be cleaned through the Office of Emergency Services (OES) Program. Property owners may submit a Right-of-Entry (ROE) form and the OES Program will do the rest. ROE's have been submitted for a third of the affected properties and cleanups have begun. Alternately, property owners may do the work at their own cost. Methods and results shall be equivalent. ROE's and Alternate Program applications shall be submitted by the end of September. Alternate Program cleanups shall be initiated by September 30, 2018, and completed by November 7, 2018. Noncompliant parcels will be addressed through the abatement process as specified in the Ordinance.

**ALTERNATIVES**

The Board may elect to enact different deadlines or may decline to specify deadlines at this time. Fire debris will remain a threat to public health and the environment in the interim.

**OTHER AGENCY INVOLVEMENT**

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

**FINANCING**

The OES Program is funded through federal, state and county sources. Abatement costs will be recovered through liens on the affected properties. There is no General Fund impact.

**ATTACHMENTS:**

Description	Upload Date	Description
Debris Removal Deadlines Resolution	8/28/2018	Debris Removal Deadlines Resolution

**RESOLUTION NO. 2018-**

**RESOLUTION OF THE BOARD OF SUPERVISORS  
OF THE COUNTY OF SHASTA  
ESTABLISHING DEADLINES FOR THE SUBMISSION OF DEBRIS REMOVAL  
RIGHT-OF-ENTRY PERMITS, ALTERNATIVE FIRE DEBRIS REMOVAL  
PROGRAM APPLICATIONS AND WORK PLANS AND COMPLETION OF DEBRIS  
REMOVAL UNDER THE ALTERNATIVE PROGRAM**

**WHEREAS**, a large number of residential and commercial structures have burned in the Carr Fire; and

**WHEREAS**, the potential for widespread toxic exposures and threats to public health and the environment exists in the aftermath of a major wildfire disaster; and

**WHEREAS**, on August 1, 2018, the County Health Officer issued a “Proclamation of a Local Health Emergency” pursuant to California Health and Safety Code sections 101075 through 101095 and 101040 due to the risk to public health posed by the Carr Fire; and

**WHEREAS**, the Board of Supervisors has adopted Ordinance No. 743 (Ordinance) establishing requirements for the removal of fire damaged debris from private property following the Carr Fire; and

**WHEREAS**, the Ordinance made provisions for the removal of fire damaged debris through the Office of Emergency Services (OES) Program in conjunction with other state and federal agencies; and

**WHEREAS**, a Debris Removal Right-of-Entry Permit is the sole permit and authorization for participation in the OES Program. All private property owners eligible for and who intend to participate in the OES Program must complete and submit a Debris Removal Right-of-Entry Permit to establish participation and allow state and federal agencies to enter their property to conduct the public fire damage debris removal project; and

**WHEREAS**, the Ordinance made provisions for the removal of fire debris through the Alternative Program by property owners that opt out of or are ineligible for the OES Program; and

**WHEREAS**, all private property owners who intend not to participate in the OES Program must complete and submit an Alternative Fire Debris Removal Program Application and abide by all of the terms and conditions required for participation in the Alternative Program; and

**WHEREAS**, the Ordinance made provisions for the setting of deadlines by resolution for enrollment in the OES Program, the Alternative Program and for the completion of work in the Alternative Program; and

**WHEREAS**, the Ordinance declared that properties which have failed to meet specified deadlines are a nuisance and health hazard subject to enforcement and summary abatement.

Resolution No. 2018-  
September 11, 2018  
Page 2 of 2

**NOW, THEREFORE BE IT RESOLVED**, that the Board of Supervisors hereby adopts the following deadlines:

<b>Date</b>	<b>Milestone</b>
September 30, 2018	Submittal of an acceptable Right-of-Entry Permit for the OES Program or Submittal of an Alternative Fire Debris Removal Program Application and Work Plan
October 15, 2018	Approved Work Plan per the Alternative Program
November 7, 2018	Completion of debris removal under the Alternative Program

**BE IT FURTHER RESOLVED**, that the Shasta County Executive Officer has the delegated authority, during the local emergency, to modify these deadlines as necessary to address public health needs and to facilitate the efficient removal of fire damaged debris.

**DULY PASSED AND ADOPTED** this 11th day of September, 2018 by the Board of Supervisors of the County of Shasta, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:  
RECUSE:

---

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

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

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

**REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS**

**BOARD MEETING DATE:** September 11, 2018

**CATEGORY:** Consent - Public Works-16.

**SUBJECT:**

Gas Point Road at Park Drive Project - Permission to Advertise

**DEPARTMENT:** Public Works

**Supervisory District No. :** 5

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

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

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

**RECOMMENDATION**

Take the following actions regarding "The Gas Point Road at Park Drive Intersection Improvements," Contract No. 702984: (1) Approve plans and specifications and direct the Public Works Director to advertise for bids; and (2) authorize opening of bids on or after October 25, 2018, at 11 a.m.

**SUMMARY**

Intersection improvements are proposed at the Gas Point Road at Park Drive intersection in Cottonwood.

**DISCUSSION**

The County is preparing to improve the Gas Point Road at Park Drive intersection and adjoining facilities in Cottonwood. The proposed project will add turn pockets, signalize the intersection and improve adjoining facilities.

West Cottonwood Elementary School ballfields and the Cottonwood Community Center currently take access directly off of the Gas Point Road frontage. Existing pedestrian access on the south side ends at the Community Center Driveway. The proposed project will add sidewalks and a pedestrian bridge at Crowley Gulch to provide pedestrian connectivity to the school. All adjoining access will be consolidated at the south leg of the intersection with paving improvements.

**ALTERNATIVES**

The Board may decline to advertise for bids at this time. Existing facilities will remain.

**OTHER AGENCY INVOLVEMENT**

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

**FINANCING**

The total cost of the project is estimated to be \$1,500,000. Funding is proposed from Traffic Impact Fees, Solid Waste and Road Funds. Gas Point Road provides primary access to Anderson Solid Waste Landfill which pays impact fees. Cottonwood also has its own Traffic Impact Fee program. Adequate funds have been included in the Adopted FY 2018/2019 Solid Waste and Road budgets. There is no General Fund impact.

**REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS**

**BOARD MEETING DATE:** September 11, 2018

**CATEGORY:** Consent - Public Works-17.

**SUBJECT:**

Nichols-Melburg & Rossetto, AIA & Associates, Inc. Agreement Amendment

**DEPARTMENT:** Public Works

Health and Human Services Agency-Business and Support Services

**Supervisory District No. :** All

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

**STAFF REPORT APPROVED BY:** Pat Minturn, Public Works Director & Tracy Tedder, HHSA Branch Director

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

**RECOMMENDATION**

Take the following actions regarding the space needs assessment agreement with Nichols-Melburg & Rossetto, AIA & Associates, Inc.: (1) Approve and authorize the Chairman to sign an amendment, effective date of signing, to increase compensation by \$131,500, for a new total not to exceed \$264,000, to provide additional space needs assessments, and extend the term to December 31, 2019; (2) approve a budget amendment increasing appropriations and revenue by \$127,000 in the Jail budget; (3) approve a budget amendment increasing appropriations and revenue by \$13,000 in the Building Inspection budget; and (4) approve a budget amendment increasing appropriations by \$140,000 in the Accumulated Capital Outlay budget offset by use of assigned fund balance.

**SUMMARY**

Space assessments are proposed for the County's downtown campus.

**DISCUSSION**

On May 1, 2018, the Board approved an agreement with Nichols-Melburg & Rossetto, AIA & Associates, Inc. (NMR). A Space Needs Assessment and analysis is being prepared. Existing and future HHSA facility needs will be quantified with a 10-20 year planning horizon.

Similar studies are proposed for the downtown campus bounded by Court, South, West and Tehama Streets. Courts will vacate their existing facilities when the new Courthouse is complete. Jail expansion has been proposed. Building and parking space is limited at 1855 Placer Street. NMR will analyze these needs and craft alternatives to provide space. NMR will develop alternatives with conceptual drawings and cost estimates.

**ALTERNATIVES**

The Board may decline to approve the amendment. The HHSA assessments would proceed and the downtown assessments



would not. Some land and building resources may be idle while others strain to meet demand. Courthouse construction is imminent. Jail space is limited. Fire-related permitting activities will exacerbate building and parking constraints at 1855 Placer Street.

**OTHER AGENCY INVOLVEMENT**

The project is supported by the Sheriff, Resource Management and HHSA. County Counsel has approved the amendment as to form. Risk Management has reviewed and approved the amendment. The recommendation has been reviewed by the County Administrative Office.

**FINANCING**

Adequate resources for the existing agreement have been included in the Adopted 2018/19 HHSA budgets. The proposed amendment will impact Roads, Jail and Building Inspection budgets. Sufficient resources have been included in the Adopted 2018/19 Roads budget. Accumulated Capital Outlay will be funding the Jail and Building Inspection portion of the amendment. A budget amendment increasing appropriations in the Jail, Building Inspection and Accumulated Capital budgets is proposed.

**ATTACHMENTS:**

Description	Upload Date	Description
HHSA-NMR Agreement Amendment	8/30/2018	HHSA-NMR Agreement Amendment
Budget Amendment Memo	8/23/2018	Budget Amendment Memo

**FIRST AMENDMENT TO THE PERSONAL SERVICES AGREEMENT BETWEEN  
THE COUNTY OF SHASTA AND  
NICHOLS-MELBURG & ROSSETTO, AIA & ASSOCIATES, INC.**

This First Amendment is entered into between the County of Shasta, through its Health and Human Services Agency ("HHSA"), a political subdivision of the State of California ("County") and Nichols-Melburg & Rossetto, AIA & Associates, Inc. ("Consultant").

**RECITALS**

WHEREAS, County and Consultant have previously entered into an agreement on May 1, 2018, to provide a Space Needs Assessment ("Original Agreement"); and

WHEREAS, County and Consultant desire to amend the Agreement to increase the Responsibilities of Consultant to provide additional space needs assessments as described herein and to increase the amount of Compensation payable to Consultant as described herein, in an amount not to exceed \$264,000 ("First Amendment"); and

WHEREAS, County and Consultant desire to amend the Agreement to extend the Term of the Agreement to December 31, 2019; and

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

NOW, THEREFORE, the Agreement is amended as follows:

I. Section 2 of the Agreement entitled "RESPONSIBILITIES OF CONSULTANT" is amended by adding the following:

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

(1) **Overall Shasta County Campus Master Plan:**

Develop a conceptual master plan for the downtown campus of County land bordered on the north by Shasta Street, on the south by South Street, on the east by Court Street and on the west by West Street. Include:

- a. review site circulation,
- b. review of current and future building usage, and
- c. parking analysis.

Deliverables will include: conceptual level site plans and floor plans as required to explain the conceptual designs.

(2) **Shasta County Jail Master Plan / Feasibility Study:**

Develop conceptual expansion options for the Shasta County Jail. Include:

- a. conceptual design of a remodel of the Jail to convert the Justice Center portion to inmate housing,
- b. conceptual design of enlarging the existing Kitchen into other areas of the basement,
- c. conceptual design of an addition to the north side of the Jail including impacts and modifications to the existing Jail. ,
- d. conceptual design of an addition to the east side of the Jail including impacts and modifications to existing Jail, and
- e. conceptual level cost estimates for each alternative.

Deliverables will include: conceptual level site plans, floor plans, three dimensional computer mass models as required to explain the conceptual designs, and conceptual level cost estimates.

(3) **Courthouse / Old Jail Master Plan Feasibility Study:**

Develop conceptual options for use of the County's courthouse facility after the new courthouse is constructed. Include:

- a. develop alternatives for one or more County departments to utilize this site,
- b. parking analysis and conceptual level site plans and floor plans showing up to three alternatives for organization of the parking, and potential expansion of parking,
- c. conceptual level floor plans showing up to four alternatives for organization of the building, and potential locations for expansion and/or demolition of existing buildings, and
- d. conceptual level cost estimates for each alternative.

Deliverables will include: conceptual level site plans and floor plans as required to explain the conceptual designs, and conceptual level costs estimates.

(4) **1855 Placer Street Building Master Plan / Feasibility Study:**

Shasta County Department of Public Works and Resource Management Departments are currently occupying 1855 Placer Street, an adjacent undeveloped lot and a developed parking lot across Sacramento Street. Develop conceptual remodel and expansion options for these departments. Include:

- a. develop architectural program identifying existing and future needs for both departments,
- b. parking analysis and conceptual level site plans showing up to three alternatives for organization of the parking, and potential expansion of parking,
- c. conceptual level floor plans showing up to four alternatives for organization of the building and potential locations for expansion of the existing buildings, and
- d. conceptual level cost estimates for each alternative.

Deliverables will include: conceptual level site plans and floor plans as required to explain the conceptual designs, and conceptual level cost estimates.

II. Section 4 of the Agreement entitled "COMPENSATION" is amended by replacing subsection D in its entirety to read as follows:

D. Compensation for each portion of the work described in Section 2, "Responsibilities of Consultant" shall not exceed the following amounts:

(1)	Subsection A	\$132,500.00
(2)	Subsection C, (1)	\$15,000.00
(3)	Subsection C, (2)	\$50,000.00
(4)	Subsection C, (3)	\$22,500.00
(5)	Subsection C, (4)	\$20,000.00
(6)	Contingency/Additional Services	\$24,000.00

Compensation for the services described in this agreement is the sum of the compensation for each portion listed above. Item (6), "Contingency/Additional Services" shall only be available if separately authorized in writing as a minor amendment pursuant to Section 8, Subsection B of this agreement. In no event shall total compensation paid to Consultant pursuant to this agreement exceed \$264,000.00.

III. Section 6 of the Agreement entitled "TERM OF AGREEMENT" is amended by replacing the first sentence to read as follows: "This agreement shall commence as of the last date it has been signed by both Parties and shall end December 31, 2019."

IV. **REAFFIRMATION**

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

V. **ENTIRE AGREEMENT**

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

VI. **EFFECTIVE DATE**

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

***SIGNATURE PAGE FOLLOWS***

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

COUNTY OF SHASTA

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

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

ATTEST:

LAWRENCE G. LEES  
Clerk of the Board of Supervisors

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

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

By: Alan B. Cox 8/30/18  
Deputy County Counsel

RISK MANAGEMENT APPROVAL

By: James Johnson 08/22/18  
Risk Management Analyst III

Date: 8/29/2018

Date: 8/29/18

CONSULTANT

By: Kyle Matti  
Kyle Matti, Vice President

By: Les Melburg  
Les Melburg, Secretary


Tax I.D. #: \_\_\_\_\_ On file

**COUNTY  
OF  
SHASTA**

**DEPARTMENT OF PUBLIC WORKS**

*Pat Minturn, Director*

**MEMORANDUM**

*DATE* August 22, 2018 FAF 020004  
*TO* Brian Muir, Auditor-Controller  
*FROM* Pat Minturn, Director   
*SUBJECT* Budget Amendments for Accumulated Capital Outlay, Jail and Building Inspection

A budget amendment is requested in the Accumulated Capital Outlay Budget Unit 16100, Jail Budget Unit 26000 and the Building Inspection Budget Unit 28200. The purpose of this budget amendment is to add appropriations and revenue of \$127,000 within the Jail Budget Unit, add appropriations and revenue of \$13,000 within the Building Inspection Budget Unit and add appropriations of \$140,000 within the Accumulated Capital Outlay Budget Unit 16100 for the Space Needs Study 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 September 11, 2018. Thank you for your assistance in this matter.

PJM/kdc

Attachment

email: Terri Howat, County Chief Financial Officer  
Elaine Grossman, CAO Senior Administrative Analyst  
Ayla Tucker, CAO Administrative Analyst

County of Shasta

**Budget Amendment****Accumulated Capital Outlay**

DEPARTMENT NAME

**APPROPRIATIONS**  
INCREASE <DECREASE>

COST CENTER	ACCOUNT	ACCOUNT DESCRIPTION	BUDGET READS	BUDGET SHOULD READ	AMOUNT OF TRANSFER (+/-)
16100	095260	TRANS OUT JAIL	1,600,000	1,727,000	127,000
16100	095282	TRANS OUT BUILDING INSPECTION	0	13,000	13,000
					-
					-
TOTAL					140,000

**REVENUE**  
INCREASE <DECREASE>

COST CENTER	ACCOUNT	ACCOUNT DESCRIPTION	BUDGET READS	BUDGET SHOULD READ	AMOUNT OF TRANSFER (+/-)
					-
					-
					-
					-
TOTAL					-

County of Shasta

**Budget Amendment**Jail

DEPARTMENT NAME

**APPROPRIATIONS**  
INCREASE <DECREASE>

COST CENTER	ACCOUNT	ACCOUNT DESCRIPTION	BUDGET READS	BUDGET SHOULD READ	AMOUNT OF TRANSFER (+/-)
26000	034800	PROF & SPECIAL SERVICES	350,419	477,419	127,000
					-
					-
					-
TOTAL					127,000

**REVENUE**  
INCREASE <DECREASE>

COST CENTER	ACCOUNT	ACCOUNT DESCRIPTION	BUDGET READS	BUDGET SHOULD READ	AMOUNT OF TRANSFER (+/-)
26000	800161	TRANS IN ACCUMULATED CAPITAL OUTLAY	1,600,000	1,727,000	127,000
					-
					-
					-
TOTAL					127,000



County of Shasta

**Budget Amendment****Building Inspection**

DEPARTMENT NAME

**APPROPRIATIONS**

INCREASE &lt;DECREASE&gt;

COST CENTER	ACCOUNT	ACCOUNT DESCRIPTION	BUDGET READS	BUDGET SHOULD READ	AMOUNT OF TRANSFER (+/-)
28200	034800	PROF & SPECIAL SERVICES	175,000	188,000	13,000
					-
					-
					-
TOTAL					13,000

**REVENUE**

INCREASE &lt;DECREASE&gt;

COST CENTER	ACCOUNT	ACCOUNT DESCRIPTION	BUDGET READS	BUDGET SHOULD READ	AMOUNT OF TRANSFER (+/-)
28200	800161	TRANS IN ACCUMULATED CAPITAL OUTLAY	0	13,000	13,000
					-
					-
					-
TOTAL					13,000

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** September 11, 2018

**CATEGORY:** Consent - Public Works-18.

**SUBJECT:**

Virtual Project Manager Software Agreement Amendment

**DEPARTMENT:** Public Works

**Supervisory District No. :** All

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

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

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

**RECOMMENDATION**

Approve and authorize the Chairman to sign a retroactive amendment, effective September 1, 2018, to the service agreement with Virtual Project Manager, to extend the term from September 1, 2018 to December 31, 2020, and retain compensation at \$500 per month, per the original agreement, for a new total not to exceed \$32,000 to provide construction management software services.

**SUMMARY**

Public Works utilizes web-based software to assist with construction management.

**DISCUSSION**

In 2015, the County entered into a service agreement with Virtual Project Manager (VPM) for construction management software. The software facilitates the exchange of documents with contractors including submittals, requests for information, daily logs, and change orders. Each interaction is logged and date stamped. The software also tracks progress and the contractor's adherence to schedule. The initial term of the agreement was for three years. The software has proven useful. Extension is recommended.

**ALTERNATIVES**

The Board may decline to proceed with the amendment. The software would no longer be used.

**OTHER AGENCY INVOLVEMENT**

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

**FINANCING**

Adequate funds are included in the Adopted FY 2018/19 Road Fund budget. There is no General Fund impact.

**ATTACHMENTS:**

Description	Upload Date	Description
VPM Service Agreement Amendment	8/30/2018	VPM Service Agreement Amendment

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN  
THE COUNTY OF SHASTA AND VIRTUAL PROJECT MANAGER LLC. FOR  
VIRTUAL PROJECT MANAGER SERVICE AGREEMENT**

This First Amendment is entered into between the County of Shasta ("Customer"), a political subdivision of the State of California, and Virtual Project Manager, LLC, a California corporation ("VPM").

**RECITALS**

WHEREAS, Customer and VPM have previously entered into an agreement on September 1, 2015, for project management software (the "Original Agreement"); and

WHEREAS, the term of the Agreement is set to terminate on August 31, 2018; and

WHEREAS, Customer and VPM desire to amend the Agreement to extend the term of the Agreement to end no later than December 31, 2020 ("First Amendment").

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

NOW, THEREFORE, the Agreement is amended as follows:

- I. Agreement Term of the Agreement is amended in its entirety to read as follows:

**Agreement Term** – The term of this Agreement shall commence on September 1, 2015 and continue automatically on a month to month basis until December 31, 2020, if not cancelled. Any changes to the term of this Agreement after the commencement date shall be made in writing at least 30 days prior to any such changes taking effect.

- II. **REAFFIRMATION**

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

- III. **ENTIRE AGREEMENT**

The Agreement, as amended, and any attachments, constitutes the entire understanding between Customer and VPM.

- IV. **EFFECTIVE DATE**

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

***SIGNATURE PAGE FOLLOWS***

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

**COUNTY OF SHASTA**

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

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

Approved as to form:

RUBIN E. CRUSE, JR.  
County Counsel

RISK MANAGEMENT APPROVAL

By: David M. Yorton, Jr. 8/28/18  
David M. Yorton, Jr.  
Senior Deputy County Counsel

By: James Johnson 08/29/18  
James Johnson  
Risk Management Analyst III

**INFORMATION TECHNOLOGY**

By: Gretchen Allen on behalf of Thomas Schreiber 8/29/18  
Thomas Schreiber  
Chief Information Officer

IT Approved:  
Gretchen Allen, Dep. Dir.

**CONSULTANT**

Date: 8/27/18

By: Russell Klug  
Russell Klug

Tax I.D.#: 46-1289884

**REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS**

**BOARD MEETING DATE:** September 11, 2018

**CATEGORY:** Consent - Public Works-19.

**SUBJECT:**

West Central Landfill Gas Monitoring Probes – Notice of Completion

**DEPARTMENT:** Public Works

**Supervisory District No. :** 2

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

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

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

**RECOMMENDATION**

Approve and authorize the Public Works Director to sign a Notice of Completion for the “West Central Landfill Gas Monitoring Probes,” Contract No. 207512, and record it within 15 days of actual completion of the work.

**SUMMARY**

Five methane monitoring probes have been installed at West Central Landfill.

**DISCUSSION**

On June 5, 2018, ABC Liovin Drilling, Inc. was awarded the West Central Landfill Gas Monitoring Probes project. Five more methane monitoring probes were installed around the waste cells. This work is nearing completion.

**ALTERNATIVES**

The Board may decline to file a Notice of Completion. The lien period would extend for 90 days instead of 30 days. Final payment to the contractor would be delayed 60 days.

**OTHER AGENCY INVOLVEMENT**

The County Administrative Office has reviewed the recommendation.

**FINANCING**

The total cost of this project is estimated to be \$67,820. Adequate funds have been included in the Adopted 2018/2019 Solid Waste budget. There is no General Fund impact.

**REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS**

**BOARD MEETING DATE:** September 11, 2018

**CATEGORY:** Consent - Public Works-20.

**SUBJECT:**

West Central Landfill GCCS Expansion (2018) – Award Contract

**DEPARTMENT:** Public Works

**Supervisory District No. :** 2

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

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

<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, Aptim Environmental & Infrastructure, Inc., on a unit cost basis, the contract for the “West Central Landfill Gas Collection and Control System Expansion – 2018,” Contract No. 207515, in the amount of \$292,428.

**SUMMARY**

The low bidder on the West Central Landfill Gas Collection and Control System project is Aptim Environmental & Infrastructure, Inc.

**DISCUSSION**

On July 24, 2018, the Board approved plans and specifications and authorized the Public Works Director to advertise for bids for construction on the West Central Landfill Gas Collection and Control System project. On August 23, 2018, three bids were received and opened. Aptim Environmental & Infrastructure, Inc. was the low bidder in the amount of \$292,428.

**ALTERNATIVES**

The Board may decline to construct the system expansion. CalRecycle regulations have mandated the work.

**OTHER AGENCY INVOLVEMENT**

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

**FINANCING**

The total cost of this project, including engineering and contingencies is estimated to be \$350,000. All landfill activities are fee-

supported. Adequate funds have been included in the Adopted 2018/19 Solid Waste Budget. There is no General Fund impact.

ATTACHMENTS:

Description	Upload Date	Description
Bid Summary Detail	8/28/2018	Bid Summary Detail



BID SUMMARY DETAIL  
 BID OPENING DATE: August 23, 2018

STATE OF CALIFORNIA  
 COUNTY OF SHASTA  
 DEPARTMENT OF PUBLIC WORKS

PROJECT: West Central Landfill 2018 GCCS Improvements  
 CONTRACT NO: 207515

PAGE 1 OF 1

PREPARED BY: [Signature] DATE: 8/28/18 **ENGINEER'S ESTIMATE**  
 CHECKED BY: [Signature] DATE: 8/28/18 **SHASTA COUNTY  
PUBLIC WORKS DEPT.**

NO	CODE	ITEM DESCRIPTION	UNITS	BID QUANTITY	UNIT PRICE	TOTAL
1	1	Mobilization	LS	1	\$ 5,000.00	\$ 5,000.00
2	2	Gas Extraction Well Borehole	LF	1364	\$ 60.00	\$ 81,840.00
3	3	Gas Extraction Well	LF	1314	\$ 50.00	\$ 65,700.00
4	4	Gas Extraction Wellhead	EA	25	\$ 800.00	\$ 20,000.00
5	5	8" SDR-17 HDPE Gas Collection Pipe, below-grade	LF	714	\$ 35.00	\$ 24,990.00
6	6	6" SDR-17 HDPE Gas Collection Pipe, above-grade	LF	2448	\$ 20.00	\$ 48,960.00
7	7	6" SDR-17 HDPE Gas Collection Pipe, below-grade	LF	836	\$ 25.00	\$ 20,900.00
8	8	Reconfigure Existing Gas Wellhead	EA	3	\$ 1,000.00	\$ 3,000.00
9	9	Road Crossing	LF	1	\$ 1,000.00	\$ 1,000.00
10	10	6" Butterfly Valve	EA	2	\$ 2,500.00	\$ 5,000.00
11	11	Erosion Control (Hydroseeding)	SY	5000	\$ 1.50	\$ 7,500.00

TOTALS \$ 283,890.00  
 PERCENTAGE UNDER OR OVER ENGINEER'S ESTIMATE \_\_\_\_\_

**LOW BIDDER**  
 Aptim Environmental  
 & Infrastructure, Inc.  
 4171 Essen Lane  
 Baton Rouge, LA 70809

UNIT PRICE	TOTAL
\$ 25,088.00	\$ 25,088.00
\$ 35.00	\$ 47,740.00
\$ 62.00	\$ 81,468.00
\$ 730.00	\$ 18,250.00
\$ 43.00	\$ 30,702.00
\$ 18.00	\$ 44,064.00
\$ 31.00	\$ 25,916.00
\$ 950.00	\$ 2,850.00
\$ 3,500.00	\$ 3,500.00
\$ 2,000.00	\$ 4,000.00
\$ 1.77	\$ 8,850.00

\$ 292,428.00  
 3%

**2nd BIDDER**  
 Tetra Tech BAS, Inc.  
 2210 S. Azusa Ave  
 West Covina, CA 91792

UNIT PRICE	TOTAL
\$ 30,657.00	\$ 30,657.00
\$ 69.79	\$ 95,193.56
\$ 33.64	\$ 44,202.96
\$ 864.81	\$ 21,620.25
\$ 42.69	\$ 30,480.66
\$ 17.88	\$ 43,770.24
\$ 33.86	\$ 28,306.96
\$ 444.10	\$ 1,332.30
\$ 941.50	\$ 941.50
\$ 1,172.36	\$ 2,344.72
\$ 2.03	\$ 10,150.00

\$ 309,000.15  
 9%

**3rd BIDDER**  
 Landmarc Environmental  
 Systems, LLC  
 1316 Bond Street Suite 108  
 Naperville, ILL 60563

UNIT PRICE	TOTAL
\$ 22,000.00	\$ 22,000.00
\$ 65.00	\$ 88,660.00
\$ 37.00	\$ 48,618.00
\$ 1,200.00	\$ 30,000.00
\$ 56.25	\$ 40,162.50
\$ 27.00	\$ 66,096.00
\$ 46.50	\$ 38,874.00
\$ 1,750.00	\$ 5,250.00
\$ 3,500.00	\$ 3,500.00
\$ 1,675.00	\$ 3,350.00
\$ 0.94	\$ 4,700.00

\$ 351,210.50  
 24%

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** September 11, 2018

**CATEGORY:** Consent - Other Departments-21.

**SUBJECT:**

Salary resolution, Position changes

**DEPARTMENT:** Information Technology

**Supervisory District No. :** All

**DEPARTMENT CONTACT:** Tom Schreiber, Chief Information Officer, 530-225-5273

**STAFF REPORT APPROVED BY:** Tom Schreiber, Chief Information Officer

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

**RECOMMENDATION**

Adopt a salary resolution, effective September 16, 2018, which deletes 1.0 Full-Time Equivalent (FTE) vacant Information Technology (IT) Technician position and adds 1.0 FTE IT Infrastructure Support Engineer I/II position in the IT department budget.

**SUMMARY**

N/A

**DISCUSSION**

The tasks required to administer County user accounts, workstations accounts, email and resource (Exchange) accounts over the last several years have grown in complexity with version upgrades to Active Directory, and increased in volume with additional county staff, vendors and systems. IT time studies show that administration of Active Directory accounts requires a full-time FTE just for these duties. IT proposes to use an existing IT Tech (ITT) vacancy to augment the Infrastructure Support staff with an additional position to help manage the complexity and the workload demand in this area.

**ALTERNATIVES**

The Board may choose not to approve the recommendation. IT would then need to figure out a way to meet the demand within current position allocations.

**OTHER AGENCY INVOLVEMENT**

The Support Services Department – Personnel Unit prepared the salary resolution. This recommendation has been reviewed

by the County Administrative Office.

**FINANCING**

For Fiscal Year (FY) 2018/2019 there is a projected increase in salary costs of \$8,800 with deleting an ITT position and replacing it with the Infrastructure Support Engineer I position (compared step F to step F). IT currently has salary savings to cover the increase in cost for the 2018/19 FY. In future fiscal years, the cost will fall into the IT rate schedule with all other positions and be recovered through IT's annual rates.

**ATTACHMENTS:**

Description	Upload Date	Description
-------------	-------------	-------------

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** September 11, 2018

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

**SUBJECT:**

Resolution Adopting the Memorandum of Understanding Between Shasta County Employees Association – Supervisory Unit (SCEA) and the County of Shasta and a Salary Resolution Amending the Salary Schedule for Positions in County Service

**DEPARTMENT:** Support Services-Personnel

**Supervisory District No. :** All

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

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

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

**RECOMMENDATION**

Take the following actions: (1) Adopt a resolution which approves a successor comprehensive Memorandum of Understanding (MOU) with the Shasta County Employees Association – Supervisory Unit (SCEA) covering the period July 1, 2018 through June 30, 2021; and (2) adopt a salary resolution, effective September 16, 2018, which amends the Salary Schedule for positions in County Service pursuant to the SCEA MOU.

**SUMMARY**

N/A

**DISCUSSION**

Negotiations with SCEA began in May of 2018. The MOU current at that time was due to expire on June 30, 2018. After efforts from both SCEA and the County, a proposal was brought to and ratified by the members of SCEA. The terms of the MOU have been reviewed and discussed with the Board. The Board is now being asked to formally approve the MOU for this bargaining unit which specifies wages, benefits, and other terms and conditions of employment for a term through June 30, 2021.

The most significant aspect of the successor MOU are the following stipulations:

- (1) Effective the pay period beginning with September 16, 2018, unit employee salaries will be increased by two and one half percent (2.5%)
- (2) Effective the pay period beginning with July 7, 2019, unit employee salaries will be increased by two and one half percent (2.5%)
- (3) Effective the pay period beginning July 5, 2020, unit employee salaries will be increased by two percent (2%)

In addition, there were clerical and other minor changes made to this successor MOU in order to be consistent with other County MOU's and the Shasta County Personnel Rules.

The SCEA bargaining team and unit employees should be recognized for their professionalism throughout the bargaining process that led to this agreement.

## **ALTERNATIVES**

There are no alternatives since the proposed MOU is the product of a good faith process in which both SCEA and County have reached an agreement.

## **OTHER AGENCY INVOLVEMENT**

The County Administrative Office has reviewed the recommendation and has the concurrence of the County Executive Officer (CEO). Gage Dungy, Partner of Liebert Cassidy Whitmore, served as the County's Chief Labor Negotiator during this process.

## **FINANCING**

The recommendation equates to an approximate increase in cost for employee salaries and benefits in the amount of \$918,000 for the term of this MOU.

cc:

Larry Lees, County Executive Officer  
Terri Howat, County Chief Financial Officer  
Ayla Tucker, Administrative Analyst I  
Brian Muir, Auditor Controller  
Nolda Short, Assistant Auditor Controller  
Shelley Forbes, Assistant Director of Support Services  
Kari Hallstrom, Personnel Analyst II

## **ATTACHMENTS:**

Description	Upload Date	Description
Resolution	9/4/2018	Resolution
SCEA Redline MOU	9/5/2018	SCEA Redline MOU
SCEA Final MOU	9/5/2018	SCEA Final MOU
Salary Resolution	9/5/2018	Salary Resolution

**RESOLUTION NO.**

**A RESOLUTION OF THE BOARD OF SUPERVISORS  
OF THE COUNTY OF SHASTA  
ADOPTING THE COMPREHENSIVE MEMORANDUM OF  
UNDERSTANDING WITH THE SHASTA COUNTY EMPLOYEE ASSOCIATION-  
SUPERVISORY UNIT AND IMPLEMENTING THE PROVISIONS THEREOF**

**BE IT RESOLVED** that the Shasta County Board of Supervisors adopts the comprehensive Memorandum of Understanding with the Shasta County Employee Association – Supervisory Unit governing the period commencing July 1, 2018 and ending June 30, 2021, a copy of which is attached hereto and incorporated herein by reference, and

**BE IT FURTHER RESOLVED** that this resolution implements completely and in all respects those provisions of the above references comprehensive Memorandum of Understanding.

**DULY PASSED AND ADOPTED** this 11th day of September, 2018 by the Board of Supervisors of the County of Shasta by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:  
RECUSE:

---

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

ATTEST:

LAWRENCE G. LEES  
Clerk of the Board of Supervisors

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

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN THE**  
**COUNTY OF SHASTA**  
**AND THE**  
**SHASTA COUNTY EMPLOYEES ASSOCIATION**  
**(SUPERVISORY UNIT)**



~~January 1, 2016 – June 30,~~  
~~2018~~ July 1, 2018 – June 30,  
2021

## TABLE OF CONTENTS

<u>ARTICLE 1. PARTIES.....</u>	<u>4</u>
<u>ARTICLE 2. AUTHORIZED AGENTS .....</u>	<u>4</u>
<u>ARTICLE 3. RECOGNITION.....</u>	<u>4</u>
<u>ARTICLE 4. TERM.....</u>	<u>4</u>
<u>ARTICLE 5. ASSOCIATION RIGHTS .....</u>	<u>5</u>
<u>5.8. NEWLY PROMOTED EMPLOYEE TO BARGAINING UNIT ORIENTATION TIME.....</u>	<u>8</u>
<u>ARTICLE 6. MAINTENANCE OF MEMBERSHIP.....</u>	<u>9</u>
<u>ARTICLE 7. COUNTY RIGHTS AND RESPONSIBILITIES .....</u>	<u>9</u>
<u>ARTICLE 8. NON-DISCRIMINATION AND AMERICANS WITH DISABILITIES ACT .....</u>	<u>11</u>
<u>ARTICLE 9. WAGES.....</u>	<u>11</u>
<u>ARTICLE 10. HOURS OF WORK .....</u>	<u>15</u>
<u>ARTICLE 11. HEALTH AND WELFARE BENEFITS .....</u>	<u>19</u>
<u>ARTICLE 12. RETIREMENT.....</u>	<u>24</u>
<u>ARTICLE 13. PAID LEAVES .....</u>	<u>25</u>
<u>ARTICLE 14. UNIFORMS AND ALLOWANCES FOR WORK RELATED EXPENSES .....</u>	<u>31</u>
<u>ARTICLE 15. PROBATIONARY PERIOD .....</u>	<u>32</u>
<u>ARTICLE 16. DISCIPLINARY ACTION .....</u>	<u>32</u>
<u>ARTICLE 17. MISCELLANEOUS PROVISIONS .....</u>	<u>38</u>
<u>ARTICLE 18. GRIEVANCE PROCEDURE .....</u>	<u>38</u>
<u>ARTICLE 19. PEACEFUL PERFORMANCE .....</u>	<u>41</u>
<u>ARTICLE 20. PERSONNEL RULES .....</u>	<u>41</u>
<u>ARTICLE 21. FULL UNDERSTANDING, MODIFICATION AND WAIVER.....</u>	<u>42</u>
<u>ATTACHMENT A .....</u>	<u>53</u>
<u>ATTACHMENT B.....</u>	<u>55</u>
<u>ATTACHMENT C.....</u>	<u>57</u>
<u>ATTACHMENT D .....</u>	<u>59</u>



**TABLE OF CONTENTS**

<del>ARTICLE 1. PARTIES .....</del>	<del>3</del>
<del>ARTICLE 2. AUTHORIZED AGENTS .....</del>	<del>3</del>
<del>ARTICLE 3. RECOGNITION .....</del>	<del>3</del>
<del>ARTICLE 4. TERM.....</del>	<del>3</del>
<del>ARTICLE 5. ASSOCIATION RIGHTS.....</del>	<del>4</del>
<del>ARTICLE 6. MAINTENANCE OF MEMBERSHIP .....</del>	<del>5</del>
<del>ARTICLE 7. COUNTY RIGHTS AND RESPONSIBILITIES .....</del>	<del>6</del>
<del>ARTICLE 8. NON DISCRIMINATION AND AMERICANS WITH DISABILITIES ACT .....</del>	<del>7</del>
<del>ARTICLE 9. WAGES .....</del>	<del>8</del>
<del>ARTICLE 10. HOURS OF WORK .....</del>	<del>11</del>
<del>ARTICLE 11. HEALTH AND WELFARE BENEFITS .....</del>	<del>16</del>
<del>ARTICLE 12. RETIREMENT .....</del>	<del>22</del>
<del>ARTICLE 13. PAID LEAVES .....</del>	<del>22</del>
<del>ARTICLE 14. UNIFORMS AND ALLOWANCES FOR WORK-RELATED EXPENSES .....</del>	<del>27</del>
<del>ARTICLE 15. PROBATIONARY PERIOD .....</del>	<del>28</del>
<del>ARTICLE 16. DISCIPLINARY ACTION .....</del>	<del>29</del>
<del>ARTICLE 17. MISCELLANEOUS PROVISIONS.....</del>	<del>35</del>
<del>ARTICLE 18. GRIEVANCE PROCEDURE.....</del>	<del>36</del>
<del>ARTICLE 19. PEACEFUL PERFORMANCE.....</del>	<del>38</del>
<del>ARTICLE 20. PERSONNEL RULES .....</del>	<del>39</del>
<del>ARTICLE 21. FULL UNDERSTANDING, MODIFICATION AND WAIVER .....</del>	<del>40</del>
<del>ATTACHMENT A .....</del>	<del>42</del>
<del>ATTACHMENT B .....</del>	<del>44</del>
<del>ATTACHMENT C .....</del>	<del>46</del>
<del>ATTACHMENT D .....</del>	<del>48</del>

## **ARTICLE 1. PARTIES**

1.1. This Agreement is entered into by and between the County of Shasta (hereinafter referred to as "County") and the Shasta County Employees Association (hereinafter referred to as "SCEA," "Bargaining Unit," or "Association").

1.2. Unless otherwise defined, all references to "days" shall mean calendar days.

## **ARTICLE 2. AUTHORIZED AGENTS**

For the purpose of administering the terms and provisions of this Agreement, the following agents or his/her designee have been identified:

2.1. County's principal authorized agent shall be:  
County Executive Officer  
County of Shasta  
1450 Court Street, Suite 308A Redding, CA 96001  
Telephone: (530) 225-5561  
FAX#: (530) 229-8238

2.2. Association's principal authorized agent shall be:  
Shasta County Employees Association  
PO Box 990723  
Redding, CA 96099 (530) 245-6464

## **ARTICLE 3. RECOGNITION**

The County recognizes the Association as the exclusively ly recognized employee organization pursuant to Government Code section 3501(b) and the Shasta County Employer-Employee Relations Resolution (Resolution 97-154) ~~collective bargaining agent~~ for all regular full-time and part-time employees (1/2 time or more) in the Supervisory Bargaining Unit, excluding all management, extra help, and confidential employees. See Attachment A for a list of job classifications covered by this Agreement.

## **ARTICLE 4. TERM**

**TERM.** This Agreement is entered into on ~~04/12/2016~~ September 11, 2018 for a term covering ~~January 1, 2016~~ July 1, 2018 to and inclusive of June 30, 2021 ~~18~~ except as otherwise provided. Unless otherwise provided herein, any changes caused by the approval of this Agreement shall be implemented as of the first of the payroll period immediately following its formal adoption by the Board of Supervisors (Board). During the month of ~~September~~ March of the final year of this Agreement, either party may serve notice to commence negotiations on a successor agreement. If notice is served by either party, negotiations shall begin no later than ninety (90) days prior to the term expiration of this Agreement or on a later date by mutual agreement.

## **ARTICLE 5. ASSOCIATION RIGHTS**

### **5.1. RELEASE TIME.**

- A. **Board of Directors.** The Association shall provide written notice to the County of the employees serving on the SCEA Board of Directors. Each member of the SCEA Board of Directors shall be permitted two (2) hours of release time per month to conduct Association business. Such time not used during the month shall be lost and not cumulative into future months. Release time to conduct Association business shall be scheduled in advance with the approval of the Department Head or his/her designee. Approval of such release time shall not be unreasonably withheld.
- B. **Stewards.** The County shall recognize up to five (5) employees designated by the Association as Stewards. A County employee who is designated as a Steward shall be provided a reasonable amount of release time to investigate and present grievances. Grievance investigations shall be conducted in such a manner as to interfere as little as possible with work in progress. After notifying his/her immediate supervisor as far in advance as reasonably possible, the Steward shall be permitted to leave the regular work area to deal with grievance matters. Permission for such use of work time shall not be unreasonably withheld.
- C. **Meet and Confer.** In meetings with County management for the purpose of meeting and conferring on matters within the scope of bargaining, the Association may be represented by not more than four (4) employees unless a greater number is agreed to by the County. Meetings shall be scheduled so as not to unreasonably interfere with the operation of any County department.

5.2. **BULLETIN BOARDS.** In departments of more than fifteen (15) employees represented by the Association which have bulletin board space, the Department Head shall designate at least one (1) posting space in each non-contiguous location for use by the Association. No posting shall be made on County premises on space other than that provided except for postings relating solely to social activities of the Association. Bulletin boards shall be used only to inform employees of the procedure for joining the Association, notification of meetings, internal organizational elections or other similar internal business matters. Bulletin boards shall not be used for presenting arguments, making charges, or for matters which may adversely reflect upon the effectiveness of the County.

5.3. **ACCESS TO EMPLOYEES/COUNTY FACILITIES.** The Association shall, upon request, be granted the use of general meeting space by each Department Head before or after the regular work shift, except in cases in which such permission will interfere with the duties of the department. In the case of the departments with continuing or staggered shifts, arrangements shall be made for space at other suitable locations which will not interfere with the operation of the department.

A Department Head shall, upon reasonable advance notice, permit authorized employee representatives to contact individual employees in County facilities during working hours if such contact is not disruptive to County business and does not occur with undue frequency. Employees shall not be approached in the field except upon expressed approval of the Department Head or his/her

authorized representative.

Membership solicitation, collection of dues, or other general organizational business shall not be conducted on County time, nor in areas generally not open to the public except as may occur during scheduled meetings before or after a regular work shift.

5.4. **PAYROLL DEDUCTION.** The Association shall have regular dues/fees and insurance premiums deducted from employee's pay warrants. Payroll deductions shall be made only upon written authorization of the individual employee on a form provided and maintained by the Association. ~~acceptable to the County Auditor-Controller.~~ The County shall make ~~the any such authorized employee~~ deductions based on certification from the Association and provide reports of these transactions to the Association. Payroll shall commence making a dues deduction from the employee's paycheck effective the first full pay period after the date of notification to the County of the authorization.

An employee who transfers, demotes, or promotes into this unit shall be treated as a new employee for purposes of payroll deduction authorization.

5.5. **PERSONNEL REPORTS.** The County will, to the extent practicable, provide, upon request, with reasonable advance notice, the Association with the ~~Employee Roster Index and the New Hires and Termination Listing.~~ The County shall provide ~~thisese~~ reports when ~~they are~~ published.

5.6. **LIMITED ACCESS TO EMPLOYEES THROUGH COUNTY E-MAIL SYSTEM.** The Association may send email to County email addresses of employees it represents in accordance with the following provisions:

- A. The email must be sent from a source outside of the County email system with a static IP address;
- B. The email must be on Association letterhead and otherwise only contain text of not more than 350 kb in length;
- C. The email may not contain attachments, but may include links to information outside of the County email system
- D. No political communication of any kind may be transmitted by the bargaining unit representative;
- E. The individual sending the email must be identified by name;
- F. Up to three (3) individuals may be authorized to send email upon notification to the Director of Support Services
- G. The Director of Support Services must be copied on all email;

- H. Email may only notify employees of Association meetings and may direct employees to the Association's website for other information;
- I. The Association may send up to four (4) emails per calendar month unless authorized by the Director of Support Services;
- J. Recipients of email may not use work time to respond to the Association emails, view Association websites, or conduct Association business;
- K. Employees may request that email not be sent to them, and the Association shall respect these requests;
- L. After notice to the Association, the County maintains the right to withdraw use of County email, at its sole discretion, for violation of this section. Such action will not be subject to grievance or other appeals process. Employee actions prohibited in subsection J will not be considered reason for implementation of subsection L;
- M. Within five (5) calendar days of notice in subsection L, the Association shall have the right to meet with the Director of Support Services in an attempt to resolve concerns prior to withdrawal of use; and
- N. The Association and employees accept the fact that the County spam filter may direct some email to employees' spam mailboxes, and employees will need to access these mailboxes to view such mail.

#### **5.7. NEW EMPLOYEE ORIENTATION ACCESS AND DISCLOSURE OF EMPLOYEE CONTACT INFORMATION.**

- A. New Employee Orientation Access. The Association will be provided at least ten calendar days advanced notice of the time, date, and location of new employee orientations, including the number of bargaining unit employees in attendance, and allotted thirty (30) minutes as part of, and at the end of, the new employee orientation meeting in a room designated by bargaining unit.
  - 1. No more than two (2) representatives may present Association membership information.
  - 2. Management representatives will excuse themselves during the Association portion of the orientation.
  - 3. The Association agrees in its portion of the orientation not to engage in speech that could cause substantial disruption or material interference with County activities.
  - 4. County employee representatives conducting orientation may attend, and travel to and from, the orientation on their own time, on unpaid leave, use vacation leave or compensatory time off or flex time provided the Association provides Personnel with the employee's name at least five (5) days prior to the orientation. Employees shall be

released for this purpose unless unusual operation needs interfere with such release in which case the employee and the Association will be provided a written explanation of why the employee could not be released.

**B. Disclosure of Employee Contact Information.**

1. The County will provide the Association a digital file via email to the email address designated by the Association containing the following information to the extent the County has it on file:

i. Name.

ii. Job title.

iii. Department.

iv. Work location.

v. Work, home and personal cellular telephone numbers.

vi. Personal email addresses on file with the County (new hires only).

vii. Home address.

2. Such information will be provided at the end of each month for new hires and employees promoted into a classification represented by the bargaining unit and quarterly for all bargaining unit employees.

3. An employee may opt out via written request to the County, with a copy to the Association, to direct the County to withhold disclosure of the employee's:

i. Home address.

ii. Home telephone number.

iii. Personal cellular telephone number.

iv. Personal email address.

i.v. Birth date.

**5.8. NEWLY PROMOTED EMPLOYEE TO BARGAINING UNIT ORIENTATION TIME.**

**A. Newly Promoted Employee Access.** Upon receipt of the monthly listing of employees promoted into a classification represented by the bargaining unit, a bargaining unit representative may contact the newly promoted employee in order to mutually agree to meet for a period of up to fifteen (15) minutes to discuss bargaining unit membership.

1. The Association agrees not to engage in speech that could cause substantial disruption or material interference with County activities during this meeting.
2. County employee representatives conducting said meetings may attend, and travel to and from, the meeting on their own time, on unpaid leave, use vacation leave or compensatory time off or flex time provided the Association provides Personnel with the employee's name at least five (5) days prior to the orientation. Employees shall be released for this purpose unless unusual operation needs interfere with such release in which case the employee and the Association will be provided a written explanation of why the employee could not be released.

## **ARTICLE 6. MAINTENANCE OF MEMBERSHIP**

6.1. **MAINTENANCE OF MEMBERSHIP.** All regular employees in job classifications in the Bargaining Unit, who are members effective ~~January 26, 2016~~upon the approval of this Agreement, must remain a dues-paying member of SCEA until the annual window to withdraw. An employee who elects to become a member shall remain a member during the term of this Agreement except that each year during the month of June, an employee may sign the appropriate ~~County-approved~~ form provided by the Association, and return it to the County Payroll Office revoking the authorization for the payroll deduction of membership dues and withdrawing from membership.

~~6.2. **REPRESENTATION.** SCEA agrees that it has a duty to provide fair and nondiscriminatory representation to all employees in job classifications in the Bargaining Unit regardless of whether or not they are dues-paying members of the Association.~~

~~6.3. **PAYROLL DEDUCTION.** An employee in the bargaining unit, who is or becomes a dues paying member, shall complete the County-approved form authorizing payroll deduction and return the form to the Payroll Office. Payroll shall commence making a dues deduction from the employee's paycheck effective the first full pay period after the date of authorization.~~

~~———— An employee who transfers, demotes, or promotes into this unit shall be treated as a new employee for purposes of payroll deduction authorization.~~

6.24. **ENFORCEMENT / SEVERABILITY.** In the event that any ~~Maintenance of Membership~~ provision of the article is declared by a court of competent jurisdiction to be illegal or unenforceable, the parties agree that the County will cease abiding by ~~this such~~ provision.

6.35. **INDEMNIFY AND HOLD HARMLESS.** SCEA fully indemnifies and holds the County, its officers and employees acting on behalf of the County, harmless, and agrees to defend the County, its officers and employees acting on behalf of the County against any and all claims, demands, suits, and from liabilities of any nature which may arise out of, or by reason of, any action taken or not taken by the County under provisions of this article.

## **ARTICLE 7. COUNTY RIGHTS AND RESPONSIBILITIES**

7.1. County retains, solely and exclusively, all the rights, powers and authority exercised or held prior to the execution of this Agreement, ~~except as expressly limited by a specific provision of this~~



Agreement. Without limiting the generality of the foregoing, the rights, powers, and authority retained solely and exclusively by the County and not abridged herein, include, but are not limited to the following:

- A. To manage and direct its business and personnel;
- B. To manage, control, and determine the mission of its departments, building facilities, and operations;
- C. To create, change, combine or abolish jobs, policies, departments and facilities in whole or in part;
- D. To subcontract or discontinue work for economic or operational reasons;
- E. To lay off or furlough employees;
- F. To direct the work force;
- G. To increase or decrease the work force and determine the number of employees needed;
- H. To hire, assign, transfer, promote, and maintain the discipline and efficiency of its employees;
- I. To establish work standards, schedules of operation and reasonable workloads;
- J. To specify or assign work requirements and require overtime;
- K. To schedule working hours and shifts;
- L. To adopt rules of conduct and penalties for violation thereof;
- M. To determine the type and scope of work to be performed by County employees and the services to be provided;
- N. To classify positions;
- O. To establish initial salaries of new job classifications after notification of the Association
- P. To determine the methods, processes, means, and places of providing services; and
- Q. To take whatever action necessary to prepare for and operate in an emergency.

7.2. Except in an emergency, County decisions shall not supersede the provisions of this Agreement. Actions taken by the County to meet an emergency that are not in compliance with this Agreement shall be in effect only for the duration of the emergency.

7.3. The exercise of such rights shall not preclude the Association from conferring with County representatives about the practical consequences that decisions on these matters may have on wages, hours, and other terms and conditions of employment.



## ***ARTICLE 8. NON-DISCRIMINATION AND AMERICANS WITH DISABILITIES ACT***

### **8.1. NON-DISCRIMINATION.**

The County and the Association agree that they shall not unlawfully discriminate against any employee on the basis of race, color, religion, sex, national origin, ancestry, age, medical condition, disability, veteran status, marital status or any other characteristic protected by state or federal law. Discrimination on the basis of sex, age, medical condition or disability is prohibited except where specific sex, age, medical and/or physical requirements constitute a bona fide occupational qualification necessary for proper and efficient administration of County business.

Employees shall have the right to form, join and participate in the activities of the Association or the right to refuse to join or participate in such activities. Employees shall not be interfered with, intimidated, restrained, coerced, or discriminated against because of their exercise of these rights.

Any employee alleging a violation of this article shall have the burden of proving the existence of a discriminatory act or acts and of proving that but for such act or acts the alleged injury or damage to the employee would not have occurred.

### **8.2. AMERICANS WITH DISABILITIES ACT.**

The parties recognize that the County may be required to make accommodations in order to carry out its obligations under the Americans with Disabilities Act (ADA), the California Fair Employment and Housing Act (CFEHA), and any other applicable nondiscrimination law. Some of these accommodations may require actions which are contrary to the language or intent of existing provisions of this Agreement.

The parties agree that such accommodation relating to ADA/CFEHA shall not constitute a "past practice" or waiver by either party of its right to fully enforce such provisions in the future with regard to persons not subject to the protections of the ADA/CFEHA.

The parties recognize that circumstances surrounding ADA/CFEHA compliance in individual cases may involve matters which are personal and require the utmost confidentiality. Specifics of an individual case may not be divulged by the County, unless required by law.

Prior to taking action, the County shall notice the Association of a proposed accommodation, as it may apply to the working conditions of the unit, and shall give the Association an opportunity for input. Actions taken by the County under this article shall not be subject to the grievance procedure.

## ***ARTICLE 9. WAGES***

### **9.1. SALARIES AND WAGES.**

The current wage table for unit job classifications is referenced in Attachment A.

#### **A. Negotiated Increases.**

1. On ~~April 17, 2016~~September 16, 2018, the County shall provide an across the board increase to all classes in the unit of ~~three-two and one half~~ percent (2.53%), shown in Attachment B.
2. On ~~January 8, 2017~~July 7, 2019, the County shall provide an across the board increase to all classes in the unit of ~~three-two and one half~~ percent (2.53%) shown in Attachment C.
3. On ~~January 7, 2018~~July 5, 2020, the County shall provide an across the board increase to all classes in the unit of two percent (2%) shown in ~~A~~attachment D.

9.2 **SALARY ADJUSTMENT.** The County retains the right to adjust salaries upward as needed for recruitment, retention or other purposes after notice and discussion with the Association.

9.3 **LONGEVITY PAY.** Employees in SCEA classes with at least twenty (20) years of service with Shasta County, including at least three (3) years which has been served in a SCEA supervisory position are eligible for a three percent (3%) longevity pay stipend.

9.4 **WORK ABOVE CLASSIFICATION.**

A. **Qualification Period.** When an employee is temporarily assigned to the duties of a vacant higher level position, the employee shall, commencing on the eighty-first (81st) hour and effective the first (1st) hour receive a rate equivalent to that provided for under County promotional rules. To be eligible for the higher rate, the employee must:

1. Be assigned in writing by the Department Head with the approval of the Personnel Office;
2. Be assigned for other than training purposes;
3. Perform the full regular duties of the higher position;
4. Perform the duties of the higher position for a period of at least eighty (80) work hours, except with an approved interruption. (Holidays shall be treated like weekends or comparable regularly scheduled days off.)
  - a. An approved interruption shall be the use of approved leave balances not to exceed an accumulation of sixteen (16) hours during the eighty (80) hour qualification period.
  - b. Returning to the employee's regularly assigned position for more than sixteen (16) accumulated work hours will cause the eighty (80) hour requirement to begin again if full duties of the higher position are resumed.
5. Reestablish his/her eligibility for a higher rate by meeting the above four (4) criteria on a semi-annual basis.

- B. **Payment for Hours Worked.** An employee who has qualified for the higher rate shall receive such a rate on an hourly basis only for hours worked while so assigned.
- C. **Same or Lower Level Duties.** If the work temporarily assigned is normally assigned to a position at or below the employee's salary rate, he/she shall continue to receive his/her regularly established rate.
- D. **Maximum Period.** Working in a vacant higher level position for which there is no incumbent may not exceed a six (6) month period. However, the ~~Personnel Director~~Director of Support Services may approve an additional period on a case-by-case basis.
- E. **Vacant Higher Level Position.** A "vacant higher level position," as referred to herein, is understood to include absences by the incumbent of the higher position of more than ten (10) workdays including vacation, sick or other forms of leave.

9.5. **PREMIUM PAY.**

- A. An employee in the job classification of Supervising Crafts Worker who has obtained Asbestos certification and who is assigned by the Department Head as part of his/her regular duties to perform asbestos related work shall receive an additional five percent (5%) of base pay. An employee in this classification who is also the "designated competent person" and who the Department Head has delegated supervision of the county's Asbestos abatement program shall receive an additional five percent (5%) for a total of ten percent (10%) of base pay.
- B. An employee in the job classification of Maintenance Supervisor who is assigned on a permanent basis to the Fall River Mill Maintenance District shall receive an additional seventy dollars (\$70.00) per pay period during such assignment.

C. ~~Principles of a~~ Supervisory Pay Differential.

- 1. An employee in a supervisory job classification should not be set at a lower salary range (F step to F step comparison including subordinates' pay stipends, if appropriate) than the subordinate job classifications he/she is required to supervise. This concept includes as a principle that the supervisor be responsible for performance evaluations, direction of the work performed, and input into the hiring and discipline process. In order to qualify, a person directing and evaluating the work of a subordinate would have to be of the same profession. That means, for example, that an accountant who supervises a licensed social worker would not qualify because, even if he/she did performance evaluations and assigned work, he/she could not judge the professional aspects of the subordinate's work. Thus, due to the different professions, the supervisor could not qualify because he/she would not be able to oversee or judge the specific professional aspects of the subordinate's job.
- 2. **Process for Supervisory Pay Differential.** A supervisor may apply in writing, through the Department Head, to the ~~Personnel Director~~Director of Support Services for consideration of a pay class stipend if a subordinate job classification is at a salary

range higher than the supervisor's job classification. Such stipends will be granted in half percent (1/2 %) increments. When applied, the effect of this stipend will be that the supervisor's salary range will be five percent (5%) above the subordinate's salary range (based on F step comparisons including subordinates pay stipends, if appropriate). The pay stipend will be processed as a salary footnote on a Personnel Action Form. The ~~Personnel Director~~Director of Support Services will review the stipend periodically for continued appropriateness or when job classifications are changed due to reclass, MOU salary and benefit changes, or other such changes. The decision of the ~~Personnel Director~~Director of Support Services to grant or not grant a pay stipend is final unless the employee's Department Head appeals to the CEO. The findings of the CEO are final. This process is not subject to the grievance process.

~~C.D.~~ E.D. An employee in the job classification of Mental Health Medical Records Supervisor shall receive an additional ten percent (10%) of base salary for registration as a Registered Record Administrator or certification as an accredited Medical Records Technician.

~~D.E.~~ E.E. Any unit member who holds and uses a specialized certificate or license for which his/her subordinate(s) receives a stipend shall be eligible for the same stipend.

~~E.F.~~ F.F. An additional five percent (5%) will be added to base salary of an employee in the classification of Mechanical Crafts Worker III or Supervising Crafts Worker when regularly assigned to perform maintenance duties in the jail. The five percent (5%) of base pay shall only apply to time actually worked in the Jail.

#### 9.6. **SHIFT DIFFERENTIAL.**

A. Employees who are regularly assigned to the second shift (swing) shall receive in addition to their base pay, an additional sixty cents (\$0.60) per hour shift differential premium. To be eligible for swing shift differential, at least fifty percent (50%) of the employee's regular schedule of hours must occur after 4:00 ~~Pp.Mm.~~ or prior to 12:30 ~~Aa.Mm.~~ Regularly assigned shift means the shift an employee is normally assigned to, excluding overtime hours or additional shifts.

B. Employees who are regularly assigned to the third shift (graveyard) shall receive in addition to their base pay, an additional eighty-five cents (\$0.85) per hour shift differential premium. To be eligible for graveyard shift differential, at least fifty percent (50%) of the employee's regular schedule of hours must occur after 12:30 ~~Aa.Mm.~~ or prior to 9:00 ~~Aa.Mm.~~ Regularly assigned shift means the shift an employee is normally assigned to, excluding overtime hours or additional shifts.

C. An employee who works a swing or graveyard shift of other than eight (8) hours shall receive an additional sixty cents (\$0.60) for each hour worked between 4:00 ~~p-mP.M.~~ and midnight, and an additional eighty-five cents (\$0.85) for each hour worked between midnight and 8:00 ~~a-mA.M.~~

D. Such differentials shall not be considered part of the regular base wages and therefore not

applicable to vacation, sick leave, and other forms of non-work pay.

## **ARTICLE 10. HOURS OF WORK**

### **10.1. WORK PERIODS AND HOURS OF WORK.**

- A. The regular work week shall consist of five (5) working days of eight (8) hours each from and including Sunday through the following Saturday. The first shift of the work week shall be the first shift wherein the majority of its scheduled hours follow 12:01 A.M. Sunday.
- B. Where alternate work schedules are established in accordance with the provisions outlined below, alternative beginning and ending work weeks may be established by the Department Head on either Monday or Friday for the purpose of minimizing overtime liability.

### **10.2. ALTERNATE WORK SCHEDULES.**

- A. An alternate work schedule is defined as a variation of the standard workweek, which for most employees is five (5) eight-hour (8) days between the hours of 8:00 A.M.a.m. and 5:00 Pp.Mm. Alternate schedules include 4-10 schedules, 9-80 schedules, hours from 7:00 A.a-Mm. to 3:30 Pp.Mm. and other schedules, but in each case the schedule will result in employees working a fixed schedule of forty (40) hours per week or eighty (80) hours biweekly.
- B. The establishment of alternate work schedules shall be subject to the following:
  1. An alternate work schedule shall be established and approved in writing by the Department Head and the County Executive Officer (CEO) with notice to the Personnel Office and Association.
  2. The Department Head may, at any time, cause any employee or group of employees to revert to a standard work schedule permanently or temporarily. Except in cases of emergency, the Department Head shall provide an employee with fourteen (14) days advance notice of a permanent schedule change and/or twelve (12) hours notice of a temporary change.
  3. During payroll periods which contain a holiday, employees may be required to revert to a standard work schedule.
  4. The usage of accrued leave balances such as vacation, sick leave, and other paid time off, shall be on an hour for hour basis (e.g. an employee on a 4/10 schedule who misses a day because of illness shall be charged [10] hours sick leave for that day).

- C. **Flexible Work Hours Plan.** Flexible Work Hours Plan is an alternate work schedule. Once approved by the process described in the Personnel Rules section 10.1, this plan allows an employee to voluntarily set a flex schedule each week, with the supervisor's approval. The schedule provides for working forty (40) hours in a week but provides time for personal or medical appointments, to participate in children's school activities, or for other reasons that would not normally be available in a regular five (5) days per week, eight (8) hours per day

schedule unless the employee utilized leave balances. Details regarding this program are located in the Forms section of the Personnel Rules.

**10.3. JOB SHARING.**

- A. Job sharing is defined as the assignment of a full-time workload and set of duties to two (2) employees. The employees who are sharing the workload of the full-time position must be equally familiar with and involved in the duties and responsibilities of the job. Employees who are job sharing assume the added responsibility of coordinating their workloads and schedules so as to maintain efficiency and productivity.
- B. The establishment of job sharing arrangements shall be subject to the following:
  - 1. A job sharing arrangement shall be established and approved in writing by the Department Head and the CEO, with notice to the Personnel Office and the Association.
  - 2. The Department Head may, at any time, cause an employee who is job sharing to revert to a standard full-time work schedule permanently or temporarily to cover the workload.
  - 3. The accrual of leave balances, such as vacation, sick leave and holiday credit, shall be based on the actual hours worked of the reduced work schedule. Employees in a job sharing assignment shall be treated as a regular full-time employee for the purposes of determining insurance benefit eligibility.

**10.4. REST PERIODS.** When practical, employees shall be granted a fifteen (15) minute paid rest period during each half of a work shift of four hours or longer. Unless otherwise approved by the Department Head, such breaks shall not be taken within one (1) hour of the employee's starting time, quitting time, or meal break and shall not be accumulated or used to supplement meal breaks, arrive at work late, or leave work early.

**10.5. MEAL PERIODS.** An unpaid meal period of up to one (1) hour shall be part of the normal daily work schedule for a full-time employee. Such meal period shall occur at approximately the midpoint (after four [4] hours) of the shift and be approved by the employee's supervisor. Some work schedules may include a meal period within the scheduled duty hours. In such cases the employee shall be so notified in writing and no specific off duty meal time shall be granted.

**10.6. OVERTIME.** All regular full-time employees covered by this Agreement shall be compensated for overtime in accordance with the following provisions:

- A. Work beyond the assigned work period must be expressly approved by the Department Head or his/her designee in advance. Unless specifically authorized in advance, employees may not begin work more than fifteen (15) minutes prior to the regular starting time, take work home, or otherwise engage in overtime work.



- B. All eligible employees shall be entitled to overtime compensation at a rate of one-and-one-half (1-1/2) times each hour worked in excess of forty (40) hours in a seven (7) day work period.
- C. Overtime will be computed on actual minutes worked, adjusted to the nearest increment of six (6) minutes. Only those hours actually worked, vacation or holiday credit hours taken, jury duty hours served and paid travel time may be used to qualify for overtime compensation. All time lost as a result of a job related injury or illness will be considered as hours worked for purposes of overtime compensation.
- D. Eligible employees shall be entitled to compensatory time off (CTO) or cash payment as overtime compensation. The Department Head or his/her designee shall determine the form of overtime compensation based on operational needs. Cash payments shall be made in the pay period in which the overtime is earned. CTO shall accrue and may be used upon approval of the Department Head or his/her designee. CTO may be accumulated up to sixty (60) hours (forty [40] hours at time-and-one-half). The Department Head may, upon the request of an employee and with the concurrence of the ~~Personnel Director~~Director of Support Services, extend the limit on accumulated CTO in excess of sixty (60) hours. Non-exempt employees (see Attachment A for non-exempt designations) may accumulate additional hours up to two hundred and forty (240) hours (one hundred and sixty [160] hours at time- and-one-half). Hours accumulated in excess of the maximum accruals shall be paid in cash at the appropriate overtime rate.
- E. Accumulated CTO shall be scheduled and used prior to the use of accrued vacation or holiday time unless the employee is within twelve (12) pay periods of incurring a loss of accrued leave.
- F. Upon separation from County employment or transfer to a management job classification, employees shall be paid in cash for accumulated CTO at the appropriate rate.
- G. Unless otherwise provided, the workweek on which overtime calculations will be based shall begin each Sunday at midnight (12:01 AM) and each workday shall be begin daily at midnight (12:01 AM).
- H. All employees in the job classification of Information Technology Supervisor covered under this Agreement are salaried employees and exempt from the overtime provisions of the Fair Labor Standards Act (FLSA). For payroll purposes, such employees are compensated on a biweekly salary basis, and need not submit documented time reports. The provisions of such salaried status are as follows: For the performance of prescribed duties, the employee receives a salary and is expected to work the necessary hours required to fulfill the responsibilities of the position; for absences of one full workday or more, an employee will submit an exception document which deducts such time from the employee's applicable leave accruals; subject to approval by the Department Head, reasonable time off of amounts of less than one full workday is authorized for personal use during normal work hours, without loss of salary. Salaried employees shall not receive compensation for call back assignments.

**10.7. STANDBY.**

- A. A Department Head may assign employees to standby. Unit employees assigned standby shall be compensated at a rate of two dollars and fifty cents (\$2.50) per hour while so assigned. Standby duty shall cease during the hours for which callback is paid.
- B. In order for an employee to become eligible for standby pay, the employee must be assigned to standby status by his/her Department Head requiring the employee to:
  - 1. Review the projected standby assignment schedule within the deadlines established by the applicable department;
  - 2. Wear a County-provided pager and/or carry a County-provided cellular phone during standby assignment;
  - 3. Contact the department/dispatch and respond to the callback location within the time period established by the Department Head;
  - 4. Respond to call backs during scheduled standby time unless he/she has notified the department of the name of another qualified employee who will respond;
  - 5. Refrain from activities that impair his/her ability to perform assigned duties;
  - 6. Request mileage reimbursement for callback responses performed in non-County vehicles within one (1) month after mileage costs are incurred;
  - 7. Receive permission to transport non-County employees in County vehicles no later than the last working day prior to standby assignment; and
  - 8. Accept the applicable standby pay as referred to in subsection (a) as full consideration for any inconvenience the standby assignment may pose.
- C. **On Call/Subject to Call.** Standby pay is to be distinguished from the uncompensated status of being "subject to call" or "on call", wherein an employee returns to work during off-duty hours in response to being called, but is not required to meet the standby criteria.

**10.8. CALLBACK FROM STANDBY.** Any employee, when called back to duty from standby status, shall be compensated for the hours actually worked at one and one-half (1-1/2) times the equivalent hourly rate of their regular salary. The minimum for each callback from standby duty shall be two (2) hours. Such time worked shall not include travel time between an employee's residence and his/her regularly assigned work location. Responding to a phone call when not required to respond to a worksite shall entitle the incumbent to be paid for the actual time involved in that phone call. This does not constitute a callback from standby.

**10.9. CALLBACK WHILE NOT ON STANDBY.**

- A. An employee not on standby status who is called back to work shall be credited with a



minimum of two (2) hours pay.

- B. Should callback time become contiguous with regular work hours, time worked shall not be credited as callback and the minimum time period shall not apply.

10.10. **CALLBACK FROM VACATION.** An employee called in to work during his/her regularly scheduled vacation period shall be compensated at a rate one and one-half (1-1/2) times his/her regular rate of pay for all time worked. "Regularly scheduled vacation period" means vacation approved at least twenty-four (24) hours in advance.

10.11. **RELEASE FROM DUTY.** When the best interest of the County requires the immediate removal of the employee from his/her position, any employee may be released from regularly assigned duties with pay and benefits by the Department Head for a period not to exceed eighty (80) working hours upon the approval of the ~~Personnel Director~~Director of Support Services. Upon showing of good cause by the appointing authority, such release from duty may be extended ~~up to an additional~~in eighty (80) work hour increments by the ~~Personnel Director~~Director of Support Services up to a maximum of twelve (12) months.

10.12. **INFORMATION TECHNOLOGY SUPERVISOR TIME OFF (ITSTO).** The County agrees to provide twenty-four (24) hours per calendar year (prorated) to full time Information Technology Supervisors in this unit to be used upon request and with approval by Department Management. If not used or cashed out under the annual vacation cash out provision provided in 13.8.C.2, it shall be forfeited at the end of the calendar year. It shall have no other cash value nor shall it accumulate from year to year if not utilized.

## ***ARTICLE 11. HEALTH AND WELFARE BENEFITS***

11.1. **MEDICAL PLAN.** Employees and their eligible dependents may select medical insurance coverage from the available options under the California Public Employees Retirement System (CalPERS) or other agreed to Medical Plans. Eligibility, participation and enrollment shall be in accordance with the requirements set forth by the carrier selected and applicable law.

11.2. **DENTAL PLAN.** The County will provide a dental plan for all regular full time and regular part time employees. Employees and dependents may participate in the plan in accordance with the requirements set forth by Delta Dental. The County will increase its monthly contribution to the dental premium as necessary by up to five dollars (\$5.00) annually effective with the first ~~paycheck in June 2014~~pay period which includes January 1<sup>st</sup> each year, and up to a like amount in subsequent years of this contract, should the Dental rates increase by that amount. Rate increases greater than those amounts will be absorbed by the employee.

11.3. **BENEFIT AND CONTRIBUTION WAITING PERIOD.** Eligibility for medical and dental insurance shall begin the first of the month following employment unless otherwise required by the insurance provider(s). County contributions towards medical and dental, as provided above, shall commence the first of the month following six (6) months of employment unless otherwise required by the insurance provider(s). Employees who are otherwise eligible for insurance coverage during their first six (6) months of employment and elect such coverage shall pay the insurance

premium(s) through payroll deductions. This provision shall not apply to employees recalled from layoff who were receiving the County contributions at the time of layoff.

**11.4. COUNTY CONTRIBUTIONS TO MEDICAL AND DENTAL PLANS.** The County maximum health contributions to medical insurance and the County maximum dental contributions during the term ~~shall~~ be:are available online at [https://www.co.shasta.ca.us/index/support\\_index/personnel/benefits/medical\\_rates.aspx](https://www.co.shasta.ca.us/index/support_index/personnel/benefits/medical_rates.aspx).

<u>Category</u>	<u>2016 Monthly Medical Contribution</u>	<u>2016 Monthly Dental Contribution</u>
<del>Employee Only</del>	<del>\$676.23</del>	<del>\$28.14</del>
<del>Employee + 1</del>	<del>\$1034.24</del>	<del>\$45.67</del>
<del>Employee + Family</del>	<del>\$1344.51</del>	<del>\$59.91</del>

- A. For the stated term of this Agreement, the County will pay eighty-five percent (85%) of the Employee Only medical premium cost and sixty-five percent (65%) of the Employee plus one and Employee plus family medical premium cost categories of PERS Choice (or equivalent plan). The County contribution includes the PEMHCA minimum contribution. Those percentages shall be converted to monthly maximums which dollar amounts shall not be exceeded without specifically being changed through the negotiations process. The employee will pay that portion of the premium not contributed by the County.
- B. The County shall provide payment toward each retiree's medical/dental premiums, provided such person retires from active County service on or after November 4, 1990, and remains uninterrupted in the medical plan provided by the County. Such payment shall equal ten (10) percent of such premium and only apply to retirees having a minimum of ten (10) years of County service. Such County service need not be continuous.
- C. For covered employees hired prior to January 1, 2017 who retire from active County service and have not elected to be covered under Article 11.10; the retiree medical premium will be paid as follows:
  1. The County will continue to pay the statutory minimum amount prescribed by Government Code section 22892 directly to CalPERS;
  2. CalPERS will deduct the balance of the medical premium from the retiree's retirement payment; and
  3. The County will reimburse the retiree the agreed County's contribution amount based upon the PERS Choice rates for the coverage in which the employee is enrolled (i.e., Employee Only, Employee plus One, or Employee plus Family), minus the statutory amount prescribed by Government Code section 22892 paid by the County directly to CalPERS.

- D. For covered employees hired on or after January 1, 2017 who retire from active County service; the retiree medical premium will be paid as follows:
1. The County will continue to pay the statutory minimum amount prescribed by Government Code section 22892 directly to CalPERS; and
  2. CalPERS will deduct the balance of the medical premium from the retiree's retirement payment.
- E. Should an employee and his/her spouse or registered domestic partner both work for the County and are both eligible for County-provided health contributions, one employee may choose in writing to be added to his/her spouse's or registered domestic partners' insurance as a dependent and the County will make a contribution to the dependent coverage that is equal to the County's contribution to the employee-only contribution of the covered employee's plan in addition to the County's contribution to the covered employee's dependent coverage. In no event shall the total County's contribution be greater than the actual premium needed for the level of applicable coverage. Likewise, in no event shall the total County contribution be greater than it would have been without this option being invoked.
- F. If, during the term of this Agreement, the legal requirements of the Affordable Care Act have an impact on County rights and obligations regarding health benefits for County employees, the County and the Association agree to reopen Article 11 - Health and Welfare Benefits, in order to meet and confer over such impacts. Unless otherwise mutually agreed to by the County and the Association, the scope of the meet and confer discussion under this section will be limited to the parties' rights and obligations set forth in Article 11 of the Agreement.
- G. The parties will continue exploring alternative methods of providing and funding unit members' health coverage. Such potential methods shall be limited to those which would provide no expansion of total cost of County contributions over the current method. Any change in method will require mutual agreement of the parties.
- H. The parties agree that they will jointly support a modification to the California Government Code that will allow modifications to the CalPERS Health Care law governing the vesting of health care benefits to retirees and other provisions. The modifications to be submitted to the legislature will be developed and agreed to by the parties and, perhaps representatives of other units prior to final drafting.

11.5. **VISION PLAN.** The County provides a vision plan for all regular full-time employees and regular part-time employees using the County-sponsored Vision Plan (\$15 deductible) as the minimum standard. The County shall pay the premiums for all full-time and regular part-time employees. Employees may enroll their eligible dependents in the vision care program and pay the premiums through payroll deductions.

11.6. **LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE.** The County shall pay the premium for a forty-six thousand dollar (\$46,000) life insurance policy and a forty-six thousand dollar (\$46,000) AD&D insurance policy for each employee in the unit. Employees

shall be allowed to purchase additional insurance for themselves or their dependents subject to the terms and conditions of the County's policy with the insurance carrier.

**11.7. STATE DISABILITY/PAID FAMILY LEAVE INSURANCE.** Disability insurance benefits shall be extended to employees in accordance with the terms and conditions of the State Disability Insurance Program. Each employee shall contribute to the plan through payroll deductions. Accrued sick leave shall be used to supplement the disability benefit and must be exhausted prior to the use of other accrued leave balances. An employee may elect, in advance, to use accrued vacation, CTO or holiday time to supplement the disability benefit. The total compensation from accrued leaves and disability benefits shall not exceed the employee's base salary at the time of disability. Disability benefits will be considered the primary benefit and used leave accruals will be treated as secondary to supplement the employee's earnings. Paid Family Leave Insurance will be administered as described above, except employees will be required to use other leave balances after Family Sick Leave (if appropriate) has been exhausted.

**11.8. COUNTY CONTRIBUTIONS WHILE ON LEAVE.**

- A. The County shall continue making its portion of Health Plan payments, including dependent premiums, for employees who are on medical leave without pay due to on-the-job disability for a maximum of twenty-six (26) pay periods. Workers' Compensation benefits shall not be considered as pay. If applicable, this benefit shall run concurrently with the provisions of the Federal Family and Medical Leave Act (FMLA), the California Pregnancy Disability Leave Act (PDL), and the California Family Rights Act (CFRA).
- B. Beginning in January 2003, in cases wherein an employee who does not yet qualify for FMLA coverage but who suffers from an otherwise FMLA/CFRA qualifying personal serious medical condition, the County may continue making its portion of Health Plan payments, including dependent premiums, for employees who are on medical leave without pay for a maximum of six (6) pay periods. State disability benefits shall not be considered as pay. This provision shall be limited to those employees who, but for time served with the County would otherwise qualify for FMLA/CFRA coverage. Application for such continuation shall be made to the Director of Support Services.

**11.9. IRS SECTION 125 BENEFIT PLAN.**

- A. Employees shall sign appropriate authorization forms to establish or decline participation in payroll deductions of pre-tax earnings for payment by the spending accounts (including child and dependent care expenses and unreimbursed medical expenses) in accordance with Section 125 of the Internal Revenue Code and Board action of November 3, 1998, and its subsequent updates. The County will not change the benefits or providers of this plan without first seeking input from the bargaining unit.
- B. Beginning January 1, 2017, with respect to any full-time covered employee and any part time covered employee hired prior to January 1, 2017 who is enrolled in CalPERS medical insurance, the County will continue to contribute into the 125 Benefit Plan the agreed

percentage amount based upon the PERS Choice rates for the coverage in which the employee is enrolled (i.e., Employee Only, Employee plus One, or Employee plus Family), minus the statutory amount prescribed by Government Code section 22892 paid by the County directly to CalPERS on behalf of that employee and minus the required amount contributed by the employee.

- C. In no event will the County's contribution under Government Code section 22892 and the applicable agreement exceed the actual cost of the benefit. The covered employee must authorize a payroll deduction for their required contribution. If no authorization is made, the County will not make a contribution to the 125 Benefit Plan.

**11.10. 401(a) PLAN.** Any covered employee hired on or after January 1, 2017, shall not be eligible to earn or receive the County contribution to retiree medical benefit as described in Article 11.4.C, but shall receive only the County's minimum contribution amounts required under Government Code section 22892 if they elect to continue CalPERS healthcare after retirement.

Any covered employee who was hired prior to January 1, 2017, may voluntarily elect to participate in the Section 401(a) Plan in lieu of the benefit provided in Article 11.4.C. If the employee voluntarily elects to participate in the 401(a) Plan in lieu of receiving the benefit under Article 11.4.C, the County will contribute the minimum contribution required under Government Code section 22892. The employee will receive contributions into the 401(a) Plan as set forth below. The decision to elect to participate in the 401 (a) Plan in lieu of receiving the benefit under Article 11.4.C shall be irrevocable.

The 401(a) Plan will be administered as follows:

- A. The County shall continue to provide an Internal Revenue Code Section 401(a) Plan consistent with this Article. The County shall continue to contribute into the Section 401(a) Plan an amount on behalf of each covered employee electing to participate under this Article equal to the amount contributed by that employee from his or her own pre-tax salary into one of the County's Section 457 deferred compensation plans, but not to exceed 3% of the employee's pre-tax salary.

Accordingly, if an employee contributed a total of 1-3% of his or her pre-tax salary to a 457 plan, then the dollar amount of the County's 401(a) contribution would fully match the employee's 457 contribution; if an employee contributed more than 3% of his or her pretax salary to a County 457 plan, then the dollar amount of the County's 401(a) contribution would only be equal to 3% (and not more) of the employee's pretax salary and would not fully match the employee's 457 contribution. The employee may direct the investment of said contributions in accordance with the options or limitations provided by the 401(a) Plan. Each such employee shall vest (that is, earn the right to withdraw) the County's contributions into the 401(a) Plan on their behalf based on years of County service, as set forth below, subject to any of the plan's requirements.

- B. The 401(a) Plan implementing this Article shall provide the following schedule of vesting requirements for any participating employee to earn and be eligible to withdraw or otherwise

receive a portion (or in some cases all) of his or her total account value at the time of termination:

<b><u>Years of COUNTY Service</u></b>	<b><u>Portion of Account Value Vested</u></b>
Less than 1 year	0%
1 year plus 1 day to 2 years	10%
2 years plus 1 day to 3 years	20%
3 years plus 1 day to 4 years	30%
4 years plus 1 day to 5 years	40%
5 years plus 1 day to 6 years	50%
6 years plus 1 day to 7 years	60%
7 years plus 1 day to 8 years	70%
8 years plus 1 day to 9 years	80%
9 years plus 1 day but less than 10 years	90%
10 years	100%

- C. In addition to and notwithstanding the foregoing, employee's options for withdrawing, "rolling over," and otherwise using account money (and the tax consequences of such withdrawals and use), shall be subject to any legal requirements or limitations of Internal Revenue Code Section 401(a) and any other applicable laws with which the County and the Plan must comply.

11.11. **EMPLOYEE ASSISTANCE PROGRAM.** An Employee Assistance Program (EAP) covers employees in this unit. Members of this unit shall be entitled to utilize the services contained in this plan offered and paid for by the County.

## ***ARTICLE 12. RETIREMENT***

12.1. **CALPERS MISCELLANEOUS EMPLOYEES.** The County shall continue to provide all eligible miscellaneous employees the 2% @ age 55 PERS retirement formula. The County shall pay all of the employer contributions associated with this formula as determined by CalPERS. New hires as of May 8, 2011 through December 31, 2012 are covered by a 2% @ 60 formula. New Employees hired on and after January 1, 2013 are covered by a 2% @ 62 formula and subject to the provisions of PEPRA in State law.

12.2. **CALPERS MISCELLANEOUS EMPLOYEES EMPLOYEE CONTRIBUTIONS.** Employee contributions towards the retirement system shall be made in the following manner:

- A. Employees shall participate by contributing, through payroll deductions, the entire employee contribution on wages subject to CalPERS contributions.
- B. The County's contract with CalPERS provides that the employee-paid portion of CalPERS contributions is made on a pre-tax basis.

12.3. **DETERMINATION OF FINAL COMPENSATION.** Current unit employees shall have their final compensation determined based on the average monthly compensation for the highest consecutive twelve (12) months. Newly hired employees after May 8, 2011 are covered for retirement



to be based upon the average of highest thirty-six (36) months of reportable salary.

### **ARTICLE 13. PAID LEAVES**

#### **13.1. HOLIDAYS.**

A. **Official Holidays.** The following are established as official holidays for regular full-time and regular part-time employees:

1. January 1st, New Year's Day;
2. The third Monday in January, Martin Luther King, Jr. Day;
3. February 12th, Lincoln's Birthday;
4. The third Monday in February, Presidents' Day;
5. The last Monday in May, Memorial Day;
6. July 4th, Independence Day;
7. The first Monday in September, Labor Day;
8. November 11th, Veterans Day;
9. The fourth Thursday in November, Thanksgiving Day;
10. The day following Thanksgiving Day;
11. December 24th, Christmas Eve Day; and
12. December 25th, Christmas Day

B. **Annual Holiday Schedule.** The annual holiday schedule shall be announced by the ~~Personnel Director~~Director of Support Services, or his/her designee, prior to January of each year, but such announcement shall not alter any provision of this article.

C. **Maximum Holiday Hours.** Each holiday listed above shall be treated as the full-time equivalent of eight (8) hours. No employee shall be compensated more than once for each of the above listed holidays, (i.e., maximum of ninety-six [96] hours per year).

D. **Observed Holidays.** The official holidays listed above shall be treated as observed holidays when the following occur:

1. When an official holiday listed above falls on Sunday, Monday will be observed as the paid holiday.
2. When an official holiday listed above falls on a Saturday, the preceding Friday shall be observed as the paid holiday.

3. Should December 24th fall on a Friday, December 23rd shall be observed as the paid holiday.
4. Should December 25th fall on a Monday, December 26th shall be observed as the paid holiday.

**E. Work On An Official Holiday.**

1. A regular employee who does not work a five (5) day per week schedule with Saturdays and Sundays as normal days off and who works on an official holiday, as defined in Section A., shall earn holiday compensation at a rate of one and one-half (1-112) times the hours worked plus straight time pay for assigned regular hours worked plus straight time pay for assigned regular hours as full compensation for the official holiday. At employee's choice, the time and one-half (1-1/2) portion may be taken in pay or as Holiday Credit subject to the provisions of this article.
2. A regular employee who does not work a five (5) day per week schedule with Saturdays and Sundays as normal days off and who works a shift that overlaps part of an official holiday shall receive holiday compensation for the entire shift if the majority of hours worked (fifty percent [50%] or more) fall on the holiday, otherwise the employee shall receive no holiday compensation.

**F. Work on an Observed Holiday.** An employee working on an observed holiday shall not be eligible to receive time and one-half (1-112) holiday compensation unless that employee works a five (5) day per week schedule with Saturdays and Sundays as normal days off.

**G. Holiday Compensation.**

1. Those employees working a five (5) day per week schedule with Saturdays and Sundays as normal days off shall receive cash payment for eight (8) hours per holiday subject to the conditions of this article.
2. Those employees not working a five (5) day per week schedule with Saturdays and Sundays as normal days off whose normal day off falls on an official holiday shall receive eight (8) hours Holiday Credit.
3. Holiday Credit may be accumulated to a maximum of sixty (60) straight-time hours. Use of such time shall be treated as if it were CTO. An employee shall receive cash payment at the equivalent rate accrued in excess of sixty (60) hours. However, the Department Head may, upon the request of the employee and with the concurrence of the ~~Personnel Director~~Director of Support Services, extend the limit on accrued holiday time.
4. An employee who does not work on the holiday must be in a paid status the working day before and the working day after the holiday to be eligible to receive credit for the holiday. An employee who is hired and commences working on the holiday shall



receive holiday compensation.

### 13.2. **SICK LEAVE.**

- A. **Accrual.** Regular full-time and part-time employees shall accrue .0462 hours of sick leave for each regularly scheduled hour in a paid status, excluding overtime hours worked.
- B. **Usage.** Paid sick leave can only be granted upon the recommendation of the Department Head in cases of bona fide illness, injury, or an appointment and/or treatment by an approved licensed medical practitioner, in the event of illness/medical appointments in the employee's immediate family. No paid sick leave may be taken prior to the completion of three (3) months of continuous service.
- C. **Sick Leave Usage in Lieu of Vacation.** An employee who becomes ill while on vacation leave and wishes to be placed on sick leave shall make such request to the Department Head immediately or as soon as possible. The Department Head shall then make a determination whether to approve such request based on the criteria normally utilized in approving sick leave.
- D. **Family Illness/Medical Appointments/Family Sick Leave.** Sick leave granted because of illness in the immediate family or because of scheduled doctor/dentist appointments for members of the immediate family shall normally be limited to fifty-six (56) working hours per calendar year for all incidents. Additional accrued sick leave can be authorized to be used for reasons held to be sufficient by the employee's Department Head. Immediate family means father, mother, spouse, registered domestic partner, son, daughter, sister or brother, grandparents, step grandparents, grandchildren, step parents, step children, foster children, step sisters, step brothers, step grandchildren, foster children, foster parents, or others as stipulated by law.
- E. **Verification of Illness.** Written verification by an approved licensed medical practitioner or other satisfactory proof of illness or family illness may be required at the discretion of the Department Head.

13.3. **SICK LEAVE RETENTION INCENTIVE PAYMENT.** Upon retirement or death, unused sick leave accrued by a unit member shall be paid off in accordance with the table below. Upon resignation, the employee shall become entitled to either a) a maximum payment of fifty percent (50%) of that provided under retirement or death, or b) the maximum provided non-management employees by the appropriate formula, whichever is greater.

Such payoff provisions are applicable whether or not a portion of the accrual was earned in a position other than that from which the employee is terminating.

<u>Years of Service</u>	<u>Percentage of Accrual Subject to Compensation</u>
5 through 9	20% of first 30 days, 10% of accrual balance
10 through 14	40% of first 60 days, 15% of accrual balance
15 through 19	60% of first 60 days, 30% of accrual balance
20 or more	80% of first 60 days, 45% of accrual balance

13.4. **SICK LEAVE ACCRUAL BALANCE AS AFFECTED BY LAYOFF.** At the time of layoff, an affected employee shall have the option to receive a sick leave payoff as provided for in section 13.3. If having elected such option and subsequently recalled, such employee shall not be eligible for sick leave accrual balance restoration, unless he/she repays to the County immediately upon return the full cash payoff amount received at the time of layoff.

13.5. **SICK LEAVE - CALPERS SERVICE CREDIT CONVERSION.** The County amended its CalPERS contract for miscellaneous employees to add the benefit whereby an employee may convert some or all of his/her accumulated but unused sick leave to CalPERS service credit upon retirement. This benefit shall be available for those persons in this unit. Any sick leave utilized for cash payment as provided in above shall not be available for such conversion.

13.6. **BEREAVEMENT LEAVE.**

- A. Regular full-time and regular part-time employees shall be entitled to bereavement leave without loss of pay or charge against sick leave up to a maximum of twenty-four (24) working hours for each non-concurrent death in the immediate family, including the immediate family of the spouse/registered domestic partner; provided however, that not more than two (2) additional working days chargeable against accumulated sick leave may be granted for reasons deemed sufficient by the Department Head; provided further that such leave with pay shall not be authorized for time expended in business or estate matters. Immediate family means husband, wife, father, mother, son, daughter, sister, brother, grandparent, or grandchild, step parent, step child, foster child, step sister, step brother, step grandparent, step grandchild, or registered domestic partner.
- B. **Verification of Bereavement Leave.** Satisfactory proof of death may be required at the discretion of the Department Head for any use of Bereavement Leave.

13.7. **JURY DUTY.**

- A. A regular employee who is required to serve on any grand jury or trial jury, or who reports for such jury duty but is not selected, shall be reimbursed for the difference between the pay (excluding mileage, food and lodging allowances) he/she receives as a juror and his/her straight time hourly or daily earnings, excluding shift differential, for time lost as a direct consequence of jury service, not to exceed eight (8) hours per day or forty (40) hours per week.
- B. If the employee elects to waive or remit to the County the fee for jury duty, no deduction will be made from his/her regular straight time earnings for time lost as a result of jury service.
- C. For purposes of calculating overtime for the pay period in which jury duty occurs, such service shall be considered time worked.

13.8. **VACATION.**

- A. **Accrual.** Regular full-time and regular part-time employees paid on an hourly basis shall

accrue the following hours vacation time for each paid regularly scheduled working hour not to exceed eighty (80) regularly scheduled working hours in any one pay period. An employee with a minimum of six (6) months of County service shall become eligible to use vacation up to the maximum time accrued as of the date such vacation is taken.

<u>Years of Continuous Service</u>	<u>Vacation Hours Accrued per Hour</u>	<u>Equivalent Days per Year</u>	<u>Maximum Hours Accrued</u>
0 through 3	.0385	10	160
4 through 9	.0577	15	240
10 through 15	.0654	17	272
16 and thereafter	.0769	20	320

## B. Use of Vacation.

1. It is County policy that employees take their accrued vacation each year at such time or times as may be approved by the Department Head, provided, however, that for reasons deemed sufficient by the Department Head, an employee may take less than the accrued vacation one year and a correspondingly longer vacation the following year. No employee shall be allowed paid vacation time off in excess of that accrued.
2. The maximum time limits for vacation accrual shall be extended by the appointing authority according to standards in the Personnel Rules.
3. All vacation hours lost by an employee as a result of exceeding the maximum vacation accrual limit will be put into the Vacation Donation Bank.

3.4. Employees shall not be permitted to use accumulated vacation time immediately preceding retirement for the purposes of extending their date of retirement by exhausting leave balances.

## C. Payment for Vacation.

1. **Upon Separation.** Any employee separating from County employment shall be paid off for any accrued but unused vacation. Any employee who is granted military leave of absence, other than temporary military leave for a period not exceeding six (6) months, shall be paid off for any accrued but unused vacation upon the written request from employee.
2. **Annual Payment.** During each calendar year, Beginning in 2017 for the 2018 calendar year and going forward with each subsequent year, an employee may ~~choose~~ elect to receive payment for up to twenty (20) hours - in five (5) whole hour increments- of accrued vacation leave, ITSTO, or CTO so long as the following criteria are satisfied:

- Any employee utilizing this provision will be required to submit an

irrevocable election through Employee Online by December 31<sup>st</sup> of the calendar year prior to the calendar year in which the accrued vacation leave, ITSTO, or CTO is to be cashed out.

Where an employee has properly elected an intent to cash out accrued vacation, ITSTO, or CTO in the applicable calendar year as noted above, the employee can choose any pay period(s) during the year to receive the elected cash out. All requests for cash out must be made through Employee Online by the due date listed for each pay period. All requests must be submitted in five (5) whole hour increments. All requests for a cash out will be limited to the number of hours elected the preceding calendar year less any cash outs already approved, and the actual current year accrued hours available at the time of the cash out.

By November 15 of each calendar year, the County shall issue a notice to those employees who have elected cash out and have cash out balances available.

If an employee who has elected cash out fails to request the elected cash out in the applicable year, the County will automatically cash out the designated amount up to the hours available to be paid on the final payday of that calendar year in the following order:

- 1.ITSTO
- 2.CTO
- 3.Vacation.

All annual cash out payments shall be at the base hourly rate only with no other add-on compensation included.

If an employee fails to submit an irrevocable election by December 31<sup>st</sup> of the calendar year prior to the calendar year in which the ITSTO, CTO or vacation would be cashed out, the employee will be deemed to have waived their right and will not be eligible to cash out any such leave in the following calendar year.

~~2. Request for payment may be made in November or December of each year. Such payment shall be made during the month of November or December and will be granted only if the employee has taken at least forty (40) hours of vacation/compensatory time during the calendar year. Such payment shall be at the base hourly rate only, no add-ons.~~

- D. Working for County During Vacation.** No person shall be compensated for work for the County in any capacity during the time of his/her paid vacation, except as may be authorized by the appointing authority.

### 13.9. ELECTIONS VOLUNTEER DUTY.

A. With Department Head approval, a County employee who qualifies as a volunteer, who

volunteers and is accepted to work on a County-run election, and who works for the Entire Election Day, shall be released from his/her normal duty without loss of pay and benefits.

E.B. As a volunteer, the employee is not eligible for overtime for such election work. The employee may, however, accept normal payment made to non-County employee election workers.

#### **ARTICLE 14. UNIFORMS AND ALLOWANCES FOR WORK RELATED EXPENSES**

**14.1. PUBLIC WORKS EMPLOYEES.** Supervisors who work in road maintenance, bridge maintenance, special crews, construction, inspection, materials laboratory, and survey crews: ten (10) shirts (in any combination of short and long sleeve), gloves, and, one (1) set of rain gear to be laundered by the employee. Employees performing equipment or vehicle maintenance duties shall receive one (1) laundered uniform per working day. In the alternative, County may provide uniform shirts to any or all of the above through a commercial service that would include laundering.

**14.2. PROBATION FOOD SERVICE SUPERVISOR - UNIFORMS.** The following clothing and equipment shall be provided and replaced as needed to employees working in the job classification of Probation Food Service Supervisor: three (3) shirts with department crest and other equipment or uniforms as the Chief Probation Officer deems necessary. Replacement shall be limited to those articles found by the Chief Probation Officer to be no longer serviceable by reason of use in the line of duty.

**14.3. COUNTY PROPERTY.** All uniforms and other equipment issued by the County for personal use by an employee shall remain County property.

**14.4. TOOL ALLOWANCE.** The County will provide a tool allowance of five- hundred dollars (\$500) per year of service (or the tool allowance amount received by a subordinate, if that amount is greater) paid with regular payroll in equal installments. If an employee is placed in unpaid status, the employee is not eligible to receive the installment. Such allowance is made with the understanding that each employee under this program shall be solely responsible for replacing or updating his/her own hand tools. Eligible employees are those who regularly perform maintenance and repair duties on County vehicles and/or stationary equipment and are assigned to Department of Public Works.

**14.5. BOOT ALLOWANCE.** The County will provide a boot allowance of one- hundred and fifty dollars (\$150) per year of service (or the boot allowance amount received by a subordinate, if that amount is greater) paid with regular payroll in equal installments. If an employee is placed in unpaid status, the employee is not eligible to receive the installment. Such allowance is made with the understanding that each employee under this program shall be solely responsible for his/her own safe footwear.

**14.6. PAYMENT FOR REQUIRED COMMERCIAL DRIVER'S LICENSE.** County will pay the fee for renewal of the Class A Driver's License for persons serving in job classifications for which that license is a condition of continued employment.

**14.7. REIMBURSEMENT FOR TRAVEL.** (Refer to Chapter 20 of the Personnel Rules, Travel  
Shasta County / Shasta County Employees Association 2016-2018 MOU  
60

and Other Expenses for the complete policy on meal and travel reimbursement.)

**14.8. SUPERVISING PUBLIC HEALTH NURSE LICENSURE EXPENSES.** The County shall pay for or reimburse an employee for the actual, reasonable and necessary costs of licensure as a Registered Nurse in the State of California.

#### **ARTICLE 15. PROBATIONARY PERIOD**

**15.1. INITIAL PROBATION.** Upon initial appointment, all unit employees shall serve the equivalent of twelve (12) months of full-time service as a probationary period, during which time the employee may be dismissed without cause or right of appeal.

**15.2. RESTRICTION ON PROMOTIONS.** Only employees who have completed initial probation may be promoted to a higher job classification, except with Department Head and ~~Personnel Director~~Director of Support Services approval for extraordinary reasons.

**15.2. PROMOTIONAL PROBATION.** Upon promotion to a job classification with a higher salary schedule, a unit employee shall serve the equivalent of twelve (12) months of full-time service as a probationary period, during which time the employee may be returned to his/her previous job classification without cause or right of appeal, provided the employee had successfully attained permanent status in the previous class.

**15.3. PROBATION ON TRANSFER OR DEMOTION.** For good cause shown, a Department Head may require a twelve (12) months probationary period (full-time equivalent) as a condition of appointment in cases of lateral transfer or demotion, voluntary or otherwise, from another department. During such probationary period, the employee may be dismissed without cause or right of appeal.

**15.4. EXTENSION OF PROBATIONARY PERIODS.** Any accumulated time absent during the probationary period for a period of more than five (5) working days shall serve to extend the employee's probationary period for the total period of absence. Probation shall not be extended for any other reason.

**15.5. REJECTION FROM PROBATION.** Rejection during a probationary period is not a disciplinary action. The decision to release an employee from probation must be approved by the Director of Support Services, or his/her designee, and County Counsel prior to release.

#### **ARTICLE 16. DISCIPLINARY ACTION**

**16.1. GENERAL.** The tenure and status of every employee covered by this Agreement is conditioned on reasonable standards of personal conduct and satisfactory job performance. Failure to meet such standards shall be grounds for appropriate disciplinary action. The procedures set forth in this article shall not apply to probationary employees who are rejected during probation, to casual workers, to any employee serving in a seasonal or temporary appointment, or to officers or employees in the unclassified service of the County. These procedures shall not apply to a reduction in force, or a reduction in pay which is part of a reclassification action or reorganization approved by the Board.



Any appointing authority, may initiate disciplinary action for cause. As used in this section, "appointing authority" shall mean an elected or appointed Department Head, or his/her designee, who initiates the disciplinary action. The procedures set forth in this article shall not preclude an employee from entering into a written agreement with the County to settle a pending disciplinary matter, and further shall not preclude an employee from waiving any of the notice provisions herein provided for, as part of that written settlement agreement.

**16.2. BASIS FOR DISCIPLINARY ACTION.** Disciplinary action, up to and including termination of employment may be taken against any employee for unsatisfactory performance or for misconduct including, but are not limited to, the following:

1. Absence without leave;
2. Misfeasance, malfeasance, nonfeasance or neglect of duty;
3. Incompetence;
4. Inefficiency;
5. Violation of any lawful or reasonable regulation or order made or given by a superior officer;
6. Negligent or willful damage to public property;
7. Waste or misuse of public supplies or equipment;
8. Discourteous treatment of members of the public or public officers or employees while on duty;
9. The unlawful manufacture, unlawful distribution, unlawful dispensing, unlawful possession or unlawful use of a controlled substance or alcohol intoxication while on duty, while operating a county vehicle or while in uniform. "Controlled substance" includes any substance described in sections 11054 et seq. of the Health and Safety Code;
10. Use of alcohol or controlled substances which interferes with the employee's ability to perform his or her duties;
11. Conviction of any criminal act involving moral turpitude;
12. Disorderly conduct while on duty, while attending any event related to employment, while using a County vehicle, while on County owned or leased property, or while in uniform;
13. Conduct unbecoming a County employee which indicates the employee is unfit to perform the employee's job functions while on duty, while attending any event related to employment, while using a County vehicle, while on County owned or leased

property, or while in uniform;

14. Conduct unbecoming a County employee while off duty which by its inherent nature brings disrepute to the County or impairs its credibility with the public or other public agencies. This provision is not intended to limit an employee's constitutionally protected speech;
15. Dishonesty, including but not limited to falsifying official records, embezzlement or theft;
16. Fraud in obtaining County employment;
17. Violation of any of the provisions of the Personnel Rules or any rule, policy, or regulation adopted pursuant to this contract or law; and/or
18. Violation of the County's Sexual Harassment Policy.

16.3. **BASIS FOR OTHER TERMINATION FOR CAUSE.** Any employee covered by this Agreement can be terminated from County employment because of mental or physical inability to perform the essential functions of the employee's job, as determined by a medical or mental examination. Likewise, an employee who voluntarily quits employment through unauthorized absence of three work days or more shall be considered to have abandoned his/her position. Employees terminated under this section shall have the availability of only subsections 16.5 A, B, and C (introductory paragraph). (Not disciplinary in nature).

16.4 **TYPES OF DISCIPLINE.** The types of discipline recognized for purposes of applying one of the appeal procedures under this article are:

- A. **Written Reprimand.** A reprimand, the details of which are committed to writing and is placed in the employee's personnel file. A written reprimand must be reviewed and approved by the Director of Support Services, or his/her designee, prior to being issued to an employee. An employee receiving a written reprimand may, within five (5) working days, appeal such action to the Department Head, or designee. Within five (5) working days thereafter, the Department Head, or designee shall respond to the employee in writing by either granting or denying the appeal. Such response shall be final.
- B. **Intermediate Disciplinary Action: Suspension Without Pay, Demotion, or Reduction In Base Pay.** Proposed intermediate disciplinary actions must be reviewed and approved by the Director of Support Services, or his/her designee, and County Counsel prior to being issued to an employee. An employee receiving a suspension without pay, demotion, or reduction in base pay shall be afforded the opportunity to clear him/herself through the notice and response provisions of Section 16.5.A. and B. below. Following a review of the proposed disciplinary action, the management representative shall issue a decision based upon the facts presented and the employee's response. If any proposed disciplinary action is to be implemented, the decision shall include the specific findings made against the employee, the effective date of the action, and reference to this article regarding possible further appeal of the decision.



If requested within five (5) working days following receipt of the management representative's decision; further appeal shall include: review by the County ~~Personnel Director~~Director of Support Services, or his/her designee; referral to a Mediator from State Mediation and Conciliation Service if mutually agreed by the County and the employee's representative; and/or final presentation of the matter to the Board of Employee Appeals.

- C. **Severe Disciplinary Action.** Discharge. Proposed severe disciplinary actions must be reviewed and approved by the Director of Support Services, or his/her designee, and County Counsel prior to being issued to an employee. An employee whose employment is proposed to be terminated or termination for cause pursuant to section 16.3 above shall be afforded the procedural protections of section 16.5 below.

16.5. **APPEAL PROCEDURES.** The below-listed procedures shall be the exclusive means of appeal available to a disciplined employee, depending on the severity of discipline proposed. Disciplinary action may be taken prior to the completion of any of the listed appeals procedures.

- A. **Notice.** The employee shall be advised in writing of the proposed disciplinary action when such action is to result in demotion, suspension without pay, or discharge. The written statement shall contain:

1. A description of the events which necessitated the proposed disciplinary action;
2. A statement of the charges;
3. A statement of the proposed disciplinary action;
4. A copy of the materials, if any, upon which the proposed personnel action is based and notification that the employee may review or make copies of available materials, if any, which are too numerous to supply with the notice;
5. A statement of the employee's right to representation; and
6. Notification of the right of the employee to meet with the designated management representative or to submit in writing his/her response to the proposed action at [date and time of response meeting].

No notice shall be served upon an employee unless first reviewed and approved by the Director of Support Services, or his/her designee, and County Counsel. A copy of every notice shall be sent to the ~~Personnel Director~~Director of Support Services and County Counsel. Upon mutual written agreement the response meeting may be delayed beyond the date set in section 6 above.

**B. Employee's Response.**

1. Since the purpose of the response meeting is to enable the County to avoid error in taking disciplinary action, any evidence within the knowledge of the employee, his/her representative or accessible to them which is not presented in this response meeting or otherwise presented to the Management Representative prior to his/her taking final

action cannot be presented in any subsequent proceeding.

2. An employee's opportunity to respond to the designated management representative is not intended to be an adversary hearing. However, the employee may present the names of witnesses in support of his/her opposition to the proposed demotion, suspension, reduction in pay or discharge. The limited nature of this response does not obviate Management's authority to initiate further investigation if the employee's version of the facts raises doubts as to the accuracy of the initial information leading to the proposed discipline. The employee may be accompanied and represented by a person of his/her choice during the meeting.

**C. Management Representative's Decision.** Following a review of a proposed disciplinary action by the designated management representative, the latter shall cause to be served on the employee affected, by certified mail or personal delivery, a statement signed by him/her indicating, if applicable, the management representative's decision based on the employee's response and, if the proposed action is to be implemented, the specific findings made against the employee and the effective date of the action. Service by certified mail IS effective upon the Postal Service's final attempt to deliver the statement.

1. This statement shall clearly inform the employee that he/she, through the Association, has the right, within five (5) working days after receipt of this notice, to request in writing an appeal, and within ten working days thereafter to specify whether such appeal shall be before an Arbitrator in the manner set forth in section D. below or the Board of Employee Appeals pursuant to the Personnel Rules, to contest the action of the management representative. The request must be filed by the employee, through the Association with the ~~Personnel Director~~Director of Support Services.
2. If, within the initial five (5) working day appeal period the employee, through the Association, does not file said appeal, the action of management representative shall be considered conclusive.

**D. Appeal of Discharge.** Employees who are discharged have the right to the following procedures in lieu of appeal to the Board of Employee Appeals. If, within the five (5) day appeal period, the employee, through the Association, files notice of appeal of discharge, then a time for an appeal hearing before an Arbitrator shall be established which shall not be less than ten (10) days, nor more than sixty (60) days from the date of the filing of the appeal. All interested parties shall be notified in writing of the date, time, and place of hearing at least five (5) working days prior to the hearing. In addition to appealing to the Board of Employee Appeals or an appeal hearing before an Arbitrator, the County and the Association may jointly agree to schedule the matter for review by the ~~Personnel Director~~Director of Support Services and/or mediation with a Mediator from the State Mediation and Conciliation Service (or another jointly agreed upon source). Such review and/or mediation would be scheduled prior to a hearing before the Arbitrator with the goal of resolving the issue prior to the formal hearing before the Arbitrator.

1. The Arbitrator shall be selected by requesting a list of nine (9) labor arbitrators from the State Mediation and Conciliation Service or the American Arbitration Association and following that organization's selection procedure.
2. All hearings shall be private; provided, however, that the appellant may request the hearing be open to the public.
3. The hearing shall be conducted in a manner most conducive to determinations of the truth. The Voluntary Labor Arbitration Rules promulgated by the American Arbitration Association shall be used by the Arbitrator as a guide in ruling on evidentiary matters.
4. Each party shall have the right to be represented by legal counsel or other person of his/her choice; to call and examine witnesses on any matter relevant to the issues; to introduce exhibits, to cross-examine opposing witnesses on any matter relevant to the issues even though such matter was not covered on direct examination; to impeach any witness regardless of which party first called him/her to testify; and to rebut the evidence against him/her. If the respondent does not testify in his/her own behalf, he/she may be called and examined as if under cross-examination. Every witness shall declare by oath or affirmation that s/he will testify truthfully.
5. The Arbitrator shall determine whether to sustain, reject, or modify the action discharging the employee.
6. Mutually incurred costs for the Arbitration procedure shall be divided equally between the County and the Association.
7. The jurisdiction and authority of the Arbitrator and his/her opinion and award shall be confined exclusively to deciding properly filed, timely appeals from Severe Disciplinary Action or other termination for cause as defined above. He/she shall have no authority to add to or detract from, alter, amend, or modify any provision of this Agreement; to impose on either party a limitation or obligation not explicitly provided for in this Agreement; or to establish or alter any wage rate or wage structure. The Arbitrator shall not hear or decide more than one (1) appeal in one session without the mutual consent of the County and the Association.

The written award of the Arbitrator on the merits of any appeal adjudicated within his/her jurisdiction and authority shall be final and binding on the employee, the Association, and the County.

**16.6. SUMMARY SUSPENSION.** Prior to any disciplinary proceedings under this section, the appointing authority may summarily place any County employee on an immediate suspended status without pay. Such suspensions shall be made only in cases where the employee's continued active duty status might, in the sole opinion of the appointing authority, constitute a hazard to the employee or others, tend to bring the County service into discredit, or prolong acts or omissions of improper employee conduct. If the disciplinary action or suspension is not subsequently ordered and/or

affirmed, the employee shall be reinstated in status and restored all pay and fringe benefits lost during such summary suspension.

**16.7. RIGHT TO REPRESENTATION.** An employee subject to a meeting or an investigation that may result in disciplinary action, a predisciplinary conference or an appeal hearing has the right to be represented by the Association, an employee representative or an attorney retained by the employee at the employee's expense.

## **ARTICLE 17. MISCELLANEOUS PROVISIONS**

**17.1. CONTRACTING OUT.** When the County elects to contract out work which is regularly performed by unit employees, and when such contract will result in a loss of regular County positions or a reduction in regular hours, the County will give reasonable notice of its decision to SCEA to afford an opportunity for prompt and timely discussion of the decision's impact on unit employees.

**17.2. WORK REASSIGNMENTS/LAYOFF PERIOD.** If a regular employee is laid off, the employee's duties shall not be assigned to or performed by a general assistance worker, inmate worker, or a community service worker for a period of one (1) year following the effective date of lay off.

**17.3. JOINT ISSUES FORUM.** A member of the Unit and its paid representative will be invited to attend periodic meetings of the Joint Issues Forum during which County representatives and representatives of each bargaining unit will discuss items of common interest to the County and all employee groups. Meetings of this Forum are not to be construed as meet and confer sessions.

**17.4. REEMPLOYMENT AFTER LAYOFF.** Any employee holding regular status with the County and who is laid off and then subsequently re-employed in a different regular County position within three (3) months of layoff will not lose County seniority for purposes of layoff, vacation accrual, CalPERS contribution status, medical and dental coverage. However, time between layoff and re-employment shall not count toward seniority.

**17.5. LEAVES OF ABSENCE WITHOUT PAY.** (Per the Personnel Rules, Chapter 14- Leaves of Absence.) A Leave of Absence shall be limited to a maximum twelve (12) months and requires the approval of the ~~Personnel Director~~Director of Support Services. A leave without pay shall not extend beyond twelve (12) months except in cases to comply with external legal requirements such as for medical or disability accommodation.

**17.6. ALCOHOL-FREE AND DRUG-FREE WORKPLACE POLICY.** County has implemented an Alcohol Free and Drug Free Policy in the Sheriff's Office which augments the normal County policy with regard to those subjects. With respect to those employees represented by SCEA, such policy may not further burden the employees nor further intrude on their privacy beyond that which was agreed in bargaining without further negotiations with SCEA. A copy of the policy is available from the Sheriff's Office. Nothing in this section shall make the operation of such policy "grievable" under article 18.

## **ARTICLE 18. GRIEVANCE PROCEDURE**

18.1. **DEFINITIONS.**

- A. **Grievance.** A grievance is a claimed violation, misapplication, misinterpretation of a specific provision of this Agreement or one (1) of the policies listed in Chapter 9 of the Personnel Rules which adversely affects the grievant.

Disciplinary actions, performance evaluations, preambles, purpose clauses and the exercise or lack of exercise of County Rights shall not be grievable, nor shall any complaint be grievable for which a separate appeal process is established.

- B. **Grievant.** A grievant is an employee covered by the Agreement who is filing a grievance as defined above. Individual grievances with alleged violations, misapplication, or misinterpretations affecting more than one employee in a substantially similar manner may be consolidated at the discretion of management as a group grievance and shall thereafter be represented by a single grievant.

18.2. **INFORMAL RESOLUTION.** Within twenty (20) days from the event giving rise to a grievance or from the date the employee could reasonably have been expected to have had knowledge of such event, the grievant shall orally discuss his/her grievance with his/her immediate supervisor. The supervisor shall have seven (7) days within which to respond. If the employee is dissatisfied with the response to his/her complaint, or if he/she receives no response, the complaint may, within fourteen (14) days after the supervisor's response was due, be formally submitted as a grievance in accordance with the following procedure.

18.3. **FORMAL PROCESS.**

- A. **Step 1:** If a grievant is not satisfied with the resolution proposed at the informal level, he/she may within fourteen (14) days after the supervisor's response was due file a formal written grievance with his/her manager on a form provided by the County Personnel Office containing a statement describing the grievance, the section of this Agreement allegedly violated, and remedy requested. The manager, or his/her designee shall, within seven (7) days have a meeting with the grievant and within seven (7) days thereafter give a written answer to the grievant.
- B. **Step 2:** If the grievant is not satisfied with the written answer from his/her manager, the grievant may, within seven (7) days from the receipt of such answer, file a written appeal to the Department Head. Within fourteen (14) days of receipt of the written appeal, the Department Head, or his/her designee, shall investigate the grievance which may include a meeting with the concerned parties and, thereafter give written answer to the grievant within seven (7) days.
- C. **Step 3:** If the grievant is not satisfied with the written answer from the Department Head, the grievant may, within seven (7) days from the receipt of such answer, file a written appeal to the Grievance Board. The Grievance Board shall review, investigate and hear the grievance, and render its written decision within twenty-one (21) days of receipt of the employee's appeal. The majority decision of the Board shall be final and binding, subject to ratification by the

Board of Supervisors only if said decision mandates a capital expenditure or significant, unbudgeted expenditure. In those instances, actions by the Board of Supervisors may include modifications or reversals. In addition to appealing to the Grievance Board, the County and the Association may jointly agree to schedule the matter for mediation with a Mediator from the State Mediation and Conciliation Service (or another jointly agreed upon source). Such mediation would be scheduled prior to a hearing before the Grievance Board with the goal of resolving the issue prior to the formal hearing before the Grievance Board.

**18.4. GRIEVANCE BOARD.**

- A. The Grievance Board shall consist of three (3) members as follows, which shall all serve as neutrals:
  - 1. A Department Head or assistant Department Head of a County department other than that in which the aggrieved employee is assigned, to be appointed by the CEO;
  - 2. A County employee represented and designated by the Association; and
  - 3. The ~~Personnel Director~~Director of Support Services, or his/her designee, who shall serve as chairperson.
- B. The Association designee shall be granted release time to participate in the activities of the Grievance Board.

**18.5. GENERAL PROVISIONS.**

- A. If a grievant fails to carry his/her grievance forward to the next level within the prescribed time period, the grievance shall be considered settled based upon the decision rendered at the most recent step utilized.
- B. If a manager fails to respond with an answer within the given time period, the grievant may appeal his/her grievance to the next higher level as if a negative response had been received on the final day for the decision.
- C. The grievant may be represented by a person of his/her choice at any formal level of this procedure.
- D. Prior to or during the steps of the grievance procedure, the grievant or his/her representative, supervisor(s), or Department Head may consult with the ~~Personnel Director~~Director of Support Services.
- E. Time limits and formal steps may be waived by mutual written consent of the parties.
- F. Proof of service shall be accomplished by certified mail or personal service.
- G. The Personnel Office shall serve as the repository for all grievances filed, regardless of the step in the procedure at which each is resolved. A copy of all grievances, written replies,



appeals, decisions and other supportive material should be submitted to the Personnel Office.

18.6. **COMPLAINT PROCEDURE.** An employee may bring non-grievable items to the attention of the Department Head by memo through the department's chain of command. Should the employee feel the issue is unresolved at that level he or she may bring it to the ~~Personnel Director~~Director of Support Services for consideration and final decision.

## **ARTICLE 19. PEACEFUL PERFORMANCE**

### **19.1. NO STRIKES OR LOCKOUTS.**

- A. During the term of this Agreement, neither the Association nor its agents, or any employees, individually or collectively, shall call, sanction, support or participate in any strike, work stoppage, picketing, sit-down, slowdown, or any refusal to enter the Employer's premises, or any other interference with any of the Employer's services or operations, or with movement or transportation of persons or goods to or from the Employer's premises. The Employer shall not engage in a lockout or any other deprivation of work as a means of obtaining the Association's or its members' agreement to a change in working conditions.
- B. The prohibitions of this section shall apply whether or not (i) the dispute giving rise to the prohibited conduct is subject to any dispute resolution procedure provided under this Agreement, (ii) such conduct is in support of or in sympathy with a work stoppage or picketing conducted by the Association, any other labor organization, or any other group of employees, or (iii) such conduct is for any other reason, including but not limited to protest of an alleged violation of any state or federal law, political protest, civil rights protests, consumer protest, or environmental protest. However, picketing with respect to issues in (iii) above for the sole purpose of providing information to the public is permissible, provided that the picket signs clearly state that the picketing is informational only.
- C. If any conduct prohibited by this section occurs, the Association shall immediately make every reasonable effort to terminate such conduct. If the Association makes such an effort to terminate, and does not in any way encourage any of the activities prohibited by this section, which were not instigated by the Association or its staff, the Association will not be liable for damages to the Employer caused by such activities.

19.2. **DISCIPLINE.** Any employee who participates in any activity prohibited by section 19.1 of this article shall be subject to discharge or any lesser discipline as the Employer shall determine. Such discharge or discipline shall be subject to article 16, Disciplinary Action.

19.3. **REMEDIES FOR BREACH.** The Employer and the Association shall be entitled to seek all appropriate remedies, including but not limited to injunctive relief and damages, if Section 19.1 of this article is violated, without prior resort to any dispute resolution procedure provided under this Agreement, and whether or not the dispute giving rise to the conduct which violates such Section is subject to such procedures.

## **ARTICLE 20. PERSONNEL RULES**

20.1. Additional rules, regulations, policies and general working conditions governing employment for employees covered by this Agreement are set forth in the County Personnel Rules.

20.2. If during the term of this Agreement the County desires to amend the following provisions of the Personnel Rules the County shall give notice to the Association and provide an opportunity to meet and confer on any proposed substantive changes. Should the Association choose to meet and confer, it shall notify the County within five (5) days of receipt of the County's notice. Representatives of the County and the Association shall meet and confer in a timely manner. If an agreement is not reached the County reserves the right to unilaterally implement in accordance with the law.

20.3. The following provisions of the Personnel Rules are covered by this article:

1. Voluntary Time Off Without Pay;
2. Leaves of Absence;
3. Drug/Alcohol Testing Policy;
4. Salary administration provisions dealing with merit steps; salary on promotion; reclassification; transfer and demotion; and anniversary dates; and
5. Layoff Provisions.

20.4. The above provisions which are contained in the County Personnel Rules are the proper subject of the Grievance Procedure.

## ***ARTICLE 21. FULL UNDERSTANDING, MODIFICATION AND WAIVER***

21.1. **FULL UNDERSTANDING.** It is intended that this Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein and all other topics subject to bargaining, and therefore any other prior or existing understanding or Agreement by the parties, whether formal or informal, written or unwritten, regarding such matters is hereby superseded or terminated in their entirety.

### **21.2. NO INTERIM BARGAINING.**

- A. It is agreed and understood that during the negotiations which culminated in this Agreement each party enjoyed and exercised without restraint, except as provided by law, the right and opportunity to make demands and proposals or counter-proposals with respect to any matter subject to bargaining and that the understandings and agreements arrived at after the exercise of that right are set forth in this Agreement. Except as may be otherwise provided herein, matters agreed to in this Agreement shall remain in full force and effect for the term of this Agreement.
- B. Except as specifically provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required to negotiate with respect to any subject or matter covered herein or with respect to any other



matters within the scope of representation during the term of this Agreement.

**21.3. MODIFICATION.**

- A. Any agreement, alteration, understanding, waiver or modification of any of the terms or provisions contained in this Agreement shall not be binding on the parties unless made and signed in writing by all of the parties to this Agreement, and if required, approved and implemented by the Board.
- B. In the event any new practice, subject or matter arises during the term of this Agreement that is within the scope of meet and confer, and an action is proposed by the County, the Association shall be afforded all possible advance notice and shall have the right to meet and confer upon request. In the absence of an agreement on such a proposed action, the County reserves the right to take necessary action in accordance with provisions of the law.

**21.4. WAIVER.** The waiver of any breach, term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

**21.5. CONTROLLING AUTHORITY.** This Memorandum of Understanding shall supersede any documents unilaterally adopted by the County where conflicts exist regarding a subject covered herein.

**21.6. SAVINGS PROVISION.** If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, or if there are any statutory or regulatory changes affecting this Agreement, then such provisions shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions shall continue in full force and effect. Notwithstanding this article, should a provision or application be deemed invalid by a court of competent jurisdiction or as the result of a statutory or regulatory change, the parties shall, upon written request of either party, meet not later than thirty (30) days after such court or legislative change to renegotiate the provision or provisions so affected.

-

FOR THE COUNTY OF SHASTA:

FOR SHASTA COUNTY EMPLOYEES  
ASSOCIATION:

Gage Dungy, Chief Negotiator

Steve Allen, Chief Negotiator

Angela Davis, Director of Support Services

Jack Ball, President

Shelley Forbes, Team Member

Rod Delfer, Vice President

Kari Hallstrom, Team Member

Phil Crawford, Team Member

Robin Bostain, Secretary

Stewart Buetell, Treasurer

Date

<b>ATTACHMENT A</b>			
<b>SCEA BARGAINING UNIT SALARY FOR MOU TERM</b>			
<b>Job Classification</b>	<b>Range</b>	<b>Current As Of Pay Period 06/25/2015</b>	
		<b>A-Step</b>	<b>F-Step</b>
ACCOUNT CLERK SUPERVISOR	422	2837	3621
ADMIN SECRETARY II/SUPVR	422	2837	3621
CHIEF DEPUTY PUBLIC GUARDIAN	484	3839	4900
CHIEF PUBLIC HLTH MICROBIOLOG	561	5590	7134
CLAIMS SUPERVISOR	455	3332	4253
CLERK/ELECTIONS SUPERVISOR	421	2823	3603
CLINICAL PROGRAM COORDINATOR	572	5898	7528
COMMUNITY DEVELOPMENT COORD	514	4444	5672
CUSTODIAL SUPERVISOR	422	2837	3621
DEPUTY PUBLIC ADMINISTRATOR	484	3839	4900
ELIGIBILITY SUPERVISOR	455	3332	4253
EMPLOYMENT & TRNG WORKER SUPVR	469	3568	4554
EMPLOYMENT SERVICES COORD	484	3839	4900
EMPLOYMENT SERVICES SUPERVISOR	433	2993	3820
EPIDEMIOLOGY & EVAL SUPVR	514	4444	5672
FLEET MANAGEMENT SUPERVISOR	470	3586	4577
HOUSING SUPERVISOR	474	3656	4667
IT SUPERVISOR	545	5170	6598
LEGAL SECRETARY/SUPVR	422	2837	3621
LEGAL SERVICES SUPERVISOR	422	2837	3621
MAINTENANCE SUPERVISOR	492	3992	5095
MCAH COORDINATOR	549	5272	6728
MENTAL HLTH BUSINESS OFF SUPVR	422	2837	3621
MENTAL HLTH MEDICAL RCDS SUPVR	422	2837	3621
OFFICE ASSISTANT SUPERVISOR	422	2837	3621
PROJECT INTEGRATION SUPERVISOR	523	4644	5927
PUBLIC HLTH CLINIC SERVS COORD	469	3568	4554
SENIOR STAFF SERVICES ANALYST	474	3656	4667
SENIOR SUPRVSG AUDITOR APP	506	4274	5455
SENIOR SUPRVSG REAL PROP APP	506	4274	5455
SENIOR VICTIM ADVOCATE	471	3603	4598
SHERIFF'S CIVIL SUPERVISOR	417	2768	3533
SHERIFF'S RECORDS SUPERVISOR	431	2964	3783
SOCIAL WORKER SUPERVISOR I	469	3568	4554
SOCIAL WORKER SUPERVISOR II	509	4337	5535
SUPRVSG ACCOUNTANT	503	4212	5376
SUPRVSG ASSESSOR/RECORDER CLK	423	2851	3638
SUPRVSG CHILD SUPP SPECIALIST	443	3143	4011

<del>SUPRVSG COMM ED SPECIALIST</del>	<del>514</del>	<del>4444</del>	<del>5672</del>
<del>SUPRVSG CRAFTS WORKER</del>	<del>479</del>	<del>3746</del>	<del>4782</del>
<del>SUPRVSG PUBLIC HEALTH NURSE</del>	<del>555</del>	<del>5428</del>	<del>6928</del>
<del>SUPRVSG PUBLIC HEALTH NUTRIT</del>	<del>528</del>	<del>4759</del>	<del>6074</del>
<del>SUPRVSG STAFF SERVICES ANALYST</del>	<del>474</del>	<del>3656</del>	<del>4667</del>
<del>THERAPIST SUPERVISOR</del>	<del>572</del>	<del>5898</del>	<del>7528</del>
<del>UTILITY OPERATIONS SUPT</del>	<del>521</del>	<del>4598</del>	<del>5869</del>
<del>VOCATIONAL COUNSELOR SUPVR</del>	<del>494</del>	<del>4031</del>	<del>5145</del>
<del>WELFARE COLLECTION OFFICER</del>	<del>455</del>	<del>3332</del>	<del>4253</del>

<b>ATTACHMENT B</b>			
<b>SCEA BARGAINING UNIT SALARY FOR MOU TERM</b>			
<b>Job Classification</b>	<b>Range</b>	<b>Beginning With Pay Period 04/17/2016</b>	
		<b>A Step</b>	<b>F Step</b>
ACCOUNT CLERK SUPERVISOR	422	2922	3730
ADMIN SECRETARY II/SUPVR	422	2922	3730
CHIEF DEPUTY PUBLIC GUARDIAN	484	3954	5047
CHIEF PUBLIC HLTH MICROBIOLOG	561	5758	7348
CLAIMS SUPERVISOR	455	3432	4381
CLERK/ELECTIONS SUPERVISOR	421	2908	3711
CLINICAL PROGRAM COORDINATOR	572	6075	7754
COMMUNITY DEVELOPMENT COORD	514	4577	5842
CUSTODIAL SUPERVISOR	422	2922	3730
DEPUTY PUBLIC ADMINISTRATOR	484	3954	5047
ELIGIBILITY SUPERVISOR	455	3432	4381
EMPLOYMENT & TRNG WORKER SUPVR	469	3675	4691
EMPLOYMENT SERVICES COORD	484	3954	5047
EMPLOYMENT SERVICES SUPERVISOR	433	3083	3935
EPIDEMIOLOGY & EVAL SUPVR	514	4577	5842
FLEET MANAGEMENT SUPERVISOR	470	3694	4714
HOUSING SUPERVISOR	474	3766	4807
IT SUPERVISOR	545	5325	6796
LEGAL SECRETARY/SUPVR	422	2922	3730
LEGAL SERVICES SUPERVISOR	422	2922	3730
MAINTENANCE SUPERVISOR	492	4112	5248
MCAH COORDINATOR	549	5430	6930
MENTAL HLTH BUSINESS OFF SUPVR	422	2922	3730
MENTAL HLTH MEDICAL RCDS SUPVR	422	2922	3730
OFFICE ASSISTANT SUPERVISOR	422	2922	3730
PROJECT INTEGRATION SUPERVISOR	523	4783	6105
PUBLIC HLTH CLINIC SERVS COORD	469	3675	4691
SENIOR STAFF SERVICES ANALYST	474	3766	4807
SENIOR SUPRVSG AUDITOR APP	506	4402	5619
SENIOR SUPRVSG REAL PROP APP	506	4402	5619
SENIOR VICTIM ADVOCATE	471	3711	4736
SHERIFF'S CIVIL SUPERVISOR	417	2851	3639
SHERIFF'S RECORDS SUPERVISOR	431	3053	3896
SOCIAL WORKER SUPERVISOR I	469	3675	4691
SOCIAL WORKER SUPERVISOR II	509	4467	5701
SUPRVSG ACCOUNTANT	503	4338	5537
SUPRVSG ASSESSOR/RECORDER CLK	423	2937	3747
SUPRVSG CHILD SUPP SPECIALIST	443	3237	4131
SUPRVSG COMM ED SPECIALIST	514	4577	5842

<del>SUPRVSG CRAFTS WORKER</del>	<del>479</del>	<del>3858</del>	<del>4925</del>
<del>SUPRVSG PUBLIC HEALTH NURSE</del>	<del>555</del>	<del>5591</del>	<del>7136</del>
<del>SUPRVSG PUBLIC HEALTH NUTRIT</del>	<del>528</del>	<del>4902</del>	<del>6256</del>
<del>SUPRVSG STAFF SERVICES ANALYST</del>	<del>474</del>	<del>3766</del>	<del>4807</del>
<del>THERAPIST SUPERVISOR</del>	<del>572</del>	<del>6075</del>	<del>7754</del>
<del>UTILITY OPERATIONS SUPT</del>	<del>521</del>	<del>4736</del>	<del>6045</del>
<del>VOCATIONAL COUNSELOR SUPVR</del>	<del>494</del>	<del>4152</del>	<del>5299</del>
<del>WELFARE COLLECTION OFFICER</del>	<del>455</del>	<del>3432</del>	<del>4381</del>

---

<b>ATTACHMENT C</b>			
<b>SCEA BARGAINING UNIT SALARY FOR MOU TERM</b>			
<b>Job Classification</b>	<b>Range</b>	<b>Beginning With Pay Period 01/08/2017</b>	
		<b>A Step</b>	<b>F Step</b>
ACCOUNT CLERK SUPERVISOR	422	3010	3842
ADMIN SECRETARY II/SUPVR	422	3010	3842
CHIEF DEPUTY PUBLIC GUARDIAN	484	4073	5198
CHIEF PUBLIC HLTH MICROBIOLOG	561	5930	7568
CLAIMS SUPERVISOR	455	3535	4512
CLERK/ELECTIONS SUPERVISOR	421	2995	3822
CLINICAL PROGRAM COORDINATOR	572	6257	7986
COMMUNITY DEVELOPMENT COORD	514	4715	6017
CUSTODIAL SUPERVISOR	422	3010	3842
DEPUTY PUBLIC ADMINISTRATOR	484	4073	5198
ELIGIBILITY SUPERVISOR	455	3535	4512
EMPLOYMENT & TRNG WORKER SUPVR	469	3785	4831
EMPLOYMENT SERVICES COORD	484	4073	5198
EMPLOYMENT SERVICES SUPERVISOR	433	3175	4053
EPIDEMIOLOGY & EVAL SUPVR	514	4715	6017
FLEET MANAGEMENT SUPERVISOR	470	3804	4856
HOUSING SUPERVISOR	474	3879	4951
IT SUPERVISOR	545	5485	7000
LEGAL SECRETARY/SUPVR	422	3010	3842
LEGAL SERVICES SUPERVISOR	422	3010	3842
MAINTENANCE SUPERVISOR	492	4235	5405
MCAH COORDINATOR	549	5593	7138
MENTAL HLTH BUSINESS OFF SUPVR	422	3010	3842
MENTAL HLTH MEDICAL RCDS SUPVR	422	3010	3842
OFFICE ASSISTANT SUPERVISOR	422	3010	3842
PROJECT INTEGRATION SUPERVISOR	523	4927	6288
PUBLIC HLTH CLINIC SVRS COORD	469	3785	4831
SENIOR STAFF SERVICES ANALYST	474	3879	4951
SENIOR SUPRVSG AUDITOR APP	506	4534	5787
SENIOR SUPRVSG REAL PROP APP	506	4534	5787
SENIOR VICTIM ADVOCATE	471	3822	4878
SHERIFF'S CIVIL SUPERVISOR	417	2937	3748
SHERIFF'S RECORDS SUPERVISOR	431	3145	4013
SOCIAL WORKER SUPERVISOR I	469	3785	4831
SOCIAL WORKER SUPERVISOR II	509	4601	5872
SUPRVSG ACCOUNTANT	503	4469	5703
SUPRVSG ASSESSOR/RECORDER CLK	423	3025	3860
SUPRVSG CHILD SUPP SPECIALIST	443	3334	4255

<del>SUPRVSG-COMM ED-SPECIALIST</del>	<del>514</del>	<del>4715</del>	<del>6017</del>
<del>SUPRVSG-CRAFTS WORKER</del>	<del>479</del>	<del>3974</del>	<del>5073</del>
<del>SUPRVSG-PUBLIC HEALTH NURSE</del>	<del>555</del>	<del>5759</del>	<del>7350</del>
<del>SUPRVSG-PUBLIC HEALTH NUTRIT</del>	<del>528</del>	<del>5049</del>	<del>6444</del>
<del>SUPRVSG-STAFF SERVICES ANALYST</del>	<del>474</del>	<del>3879</del>	<del>4951</del>
<del>THERAPIST SUPERVISOR</del>	<del>572</del>	<del>6257</del>	<del>7986</del>
<del>UTILITY OPERATIONS SUPT</del>	<del>521</del>	<del>4878</del>	<del>6226</del>
<del>VOCATIONAL COUNSELOR-SUPVR</del>	<del>494</del>	<del>4276</del>	<del>5458</del>
<del>WELFARE COLLECTION OFFICER</del>	<del>455</del>	<del>3535</del>	<del>4512</del>

---



<b>ATTACHMENT C</b> <b>SCEA BARGAINING UNIT SALARY FOR MOU TERM</b>			
Job Classification	Range	Beginning With Pay Period 01/07/2018	
		A Step	F Step
ACCOUNT CLERK SUPERVISOR	422	3070	3919
ADMIN SECRETARY II/SUPVR	422	3070	3919
CHIEF DEPUTY PUBLIC GUARDIAN	484	4154	5302
CHIEF PUBLIC HLTH MICROBIOLOG	561	6049	7719
CLAIMS SUPERVISOR	455	3606	4602
CLERK/ELECTIONS SUPERVISOR	421	3055	3898
CLINICAL PROGRAM COORDINATOR	572	6382	8146
COMMUNITY DEVELOPMENT COORD	514	4809	6137
CUSTODIAL SUPERVISOR	422	3070	3919
DEPUTY PUBLIC ADMINISTRATOR	484	4154	5302
ELIGIBILITY SUPERVISOR	455	3606	4602
EMPLOYMENT & TRNG WORKER SUPVR	469	3861	4928
EMPLOYMENT SERVICES COORD	484	4154	5302
EMPLOYMENT SERVICES SUPERVISOR	433	3239	4134
EPIDEMIOLOGY & EVAL SUPVR	514	4809	6137
FLEET MANAGEMENT SUPERVISOR	470	3880	4953
HOUSING SUPERVISOR	474	3957	5050
IT SUPERVISOR	545	5595	7140
LEGAL SECRETARY/SUPVR	422	3070	3919
LEGAL SERVICES SUPERVISOR	422	3070	3919
MAINTENANCE SUPERVISOR	492	4320	5513
MCAH COORDINATOR	549	5705	7281
MENTAL HLTH BUSINESS OFF SUPVR	422	3070	3919
MENTAL HLTH MEDICAL RCDS SUPVR	422	3070	3919
OFFICE ASSISTANT SUPERVISOR	422	3070	3919
PROJECT INTEGRATION SUPERVISOR	523	5026	6414
PUBLIC HLTH CLINIC SERVS COORD	469	3861	4928
SENIOR STAFF SERVICES ANALYST	474	3957	5050
SENIOR SUPRVSG AUDITOR APP	506	4625	5903
SENIOR SUPRVSG REAL PROP APP	506	4625	5903
SENIOR VICTIM ADVOCATE	471	3898	4976
SHERIFF'S CIVIL SUPERVISOR	417	2996	3823
SHERIFF'S RECORDS SUPERVISOR	431	3208	4093
SOCIAL WORKER SUPERVISOR I	469	3861	4928
SOCIAL WORKER SUPERVISOR II	509	4693	5989
SUPRVSG ACCOUNTANT	503	4558	5817
SUPRVSG ASSESSOR/RECORDER CLK	423	3086	3937
SUPRVSG CHILD SUPP SPECIALIST	443	3401	4340
SUPRVSG COMM ED SPECIALIST	514	4809	6137

<del>SUPRVSG-CRAFTS WORKER</del>	<del>479</del>	<del>4053</del>	<del>5174</del>
<del>SUPRVSG-PUBLIC HEALTH NURSE</del>	<del>555</del>	<del>5874</del>	<del>7497</del>
<del>SUPRVSG-PUBLIC HEALTH NUTRIT</del>	<del>528</del>	<del>5150</del>	<del>6573</del>
<del>SUPRVSG-STAFF SERVICES ANALYST</del>	<del>474</del>	<del>3957</del>	<del>5050</del>
<del>THERAPIST SUPERVISOR</del>	<del>572</del>	<del>6382</del>	<del>8146</del>
<del>UTILITY OPERATIONS SUPT</del>	<del>521</del>	<del>4976</del>	<del>6351</del>
<del>VOCATIONAL COUNSELOR SUPVR</del>	<del>494</del>	<del>4362</del>	<del>5567</del>
<del>WELFARE COLLECTION OFFICER</del>	<del>455</del>	<del>3606</del>	<del>4602</del>

---

<b>ATTACHMENT A</b>			
<b>SCEA BARGAINING UNIT SALARY FOR MOU TERM</b>			
<b>Job Title</b>	<b>Range</b>	<b>Current as of Pay Period 09/02/2018</b>	
		<b>Monthly A</b>	<b>Monthly F</b>
ACCOUNT CLERK SUPERVISOR	<u>422</u>	<u>3070</u>	<u>3918</u>
ADMIN SECRETARY II/SUPVR	<u>422</u>	<u>3070</u>	<u>3918</u>
CHIEF DEPUTY PUBLIC GUARDIAN	<u>484</u>	<u>4154</u>	<u>5302</u>
CHIEF PUBLIC HLTH MICROBIOLOG	<u>561</u>	<u>6048</u>	<u>7720</u>
CLAIMS SUPERVISOR	<u>455</u>	<u>3606</u>	<u>4602</u>
CLERK/ELECTIONS SUPERVISOR	<u>421</u>	<u>3055</u>	<u>3899</u>
CLINICAL PROGRAM COORDINATOR	<u>572</u>	<u>6382</u>	<u>8147</u>
COMMUNITY DEVELOPMENT COORD	<u>514</u>	<u>4809</u>	<u>6138</u>
CUSTODIAL SUPERVISOR	<u>422</u>	<u>3070</u>	<u>3918</u>
DEPUTY PUBLIC ADMINISTRATOR	<u>484</u>	<u>4154</u>	<u>5302</u>
ELIGIBILITY SUPERVISOR	<u>455</u>	<u>3606</u>	<u>4602</u>
EMPLOYMENT & TRNG WORKER SUPVR	<u>469</u>	<u>3861</u>	<u>4928</u>
EMPLOYMENT SERVICES COORD	<u>484</u>	<u>4154</u>	<u>5302</u>
EMPLOYMENT SERVICES SUPERVISOR	<u>433</u>	<u>3239</u>	<u>4134</u>
EPIDEMIOLOGY & EVAL SUPVR	<u>514</u>	<u>4809</u>	<u>6138</u>
FIRE MARSHAL (NON SWORN)	<u>534</u>	<u>5302</u>	<u>6767</u>
FLEET MANAGEMENT SUPERVISOR	<u>470</u>	<u>3880</u>	<u>4952</u>
HOUSING SUPERVISOR	<u>474</u>	<u>3957</u>	<u>5050</u>
IT SUPERVISOR	<u>545</u>	<u>5595</u>	<u>7140</u>
LEGAL SECRETARY/SUPVR	<u>422</u>	<u>3070</u>	<u>3918</u>
LEGAL SERVICES SUPERVISOR	<u>422</u>	<u>3070</u>	<u>3918</u>
MAINTENANCE SUPERVISOR	<u>492</u>	<u>4320</u>	<u>5513</u>
MCAH COORDINATOR	<u>549</u>	<u>5704</u>	<u>7281</u>
MENTAL HLTH BUSINESS OFF SUPVR	<u>422</u>	<u>3070</u>	<u>3918</u>
MENTAL HLTH MEDICAL RCDS SUPVR	<u>422</u>	<u>3070</u>	<u>3918</u>
OFFICE ASSISTANT SUPERVISOR	<u>422</u>	<u>3070</u>	<u>3918</u>
PROJECT INTEGRATION SUPERVISOR	<u>523</u>	<u>5025</u>	<u>6413</u>
PUBLIC HLTH CLINIC SERVS COORD	<u>469</u>	<u>3861</u>	<u>4928</u>
SENIOR STAFF SERVICES ANALYST	<u>474</u>	<u>3957</u>	<u>5050</u>
SENIOR SUPRVSG AUDITOR APP	<u>506</u>	<u>4625</u>	<u>5904</u>
SENIOR SUPRVSG REAL PROP APP	<u>506</u>	<u>4625</u>	<u>5904</u>
SENIOR VICTIM ADVOCATE	<u>471</u>	<u>3899</u>	<u>4976</u>
SHERIFF'S CIVIL SUPERVISOR	<u>417</u>	<u>2996</u>	<u>3824</u>
SHERIFF'S RECORDS SUPERVISOR	<u>431</u>	<u>3207</u>	<u>4094</u>
SOCIAL WORKER SUPERVISOR I	<u>469</u>	<u>3861</u>	<u>4928</u>
SOCIAL WORKER SUPERVISOR II	<u>509</u>	<u>4693</u>	<u>5990</u>
SUPRVSG ACCOUNTANT	<u>503</u>	<u>4558</u>	<u>5817</u>
SUPRVSG ASSESSOR/RECORDER CLK	<u>423</u>	<u>3085</u>	<u>3937</u>
SUPRVSG CHILD SUPP SPECIALIST	<u>443</u>	<u>3401</u>	<u>4341</u>
SUPRVSG COMM ED SPECIALIST	<u>514</u>	<u>4809</u>	<u>6138</u>
SUPRVSG CRAFTS WORKER	<u>479</u>	<u>4054</u>	<u>5174</u>
SUPRVSG PUBLIC HEALTH NURSE	<u>555</u>	<u>5874</u>	<u>7497</u>
SUPRVSG PUBLIC HEALTH NUTRIT	<u>528</u>	<u>5149</u>	<u>6572</u>

<b>ATTACHMENT A</b>			
<b>SCEA BARGAINING UNIT SALARY FOR MOU TERM</b>			
<b><u>Job Title</u></b>	<b><u>Range</u></b>	<b><u>Current as of Pay Period</u></b> <b><u>09/02/2018</u></b>	
		<b><u>Monthly A</u></b>	<b><u>Monthly F</u></b>
<b><u>SUPRVSG STAFF SERVICES ANALYST</u></b>	<b><u>474</u></b>	<b><u>3957</u></b>	<b><u>5050</u></b>
<b><u>THERAPIST SUPERVISOR</u></b>	<b><u>579</u></b>	<b><u>6604</u></b>	<b><u>8429</u></b>
<b><u>UTILITY OPERATIONS SUPT</u></b>	<b><u>521</u></b>	<b><u>4976</u></b>	<b><u>6351</u></b>
<b><u>VOCATIONAL COUNSELOR SUPVR</u></b>	<b><u>494</u></b>	<b><u>4362</u></b>	<b><u>5567</u></b>
<b><u>WELFARE COLLECTION OFFICER</u></b>	<b><u>455</u></b>	<b><u>3606</u></b>	<b><u>4602</u></b>

<b>ATTACHMENT B</b>			
<b>SCEA BARGAINING UNIT SALARY FOR MOU TERM</b>			
<b>Job Title</b>	<b>Range</b>	<b>Beginning with Pay Period 09/16/2018</b>	
		<b>Monthly A</b>	<b>Monthly F</b>
ACCOUNT CLERK SUPERVISOR	<u>422</u>	<u>3146</u>	<u>4016</u>
ADMIN SECRETARY II/SUPVR	<u>422</u>	<u>3146</u>	<u>4016</u>
CHIEF DEPUTY PUBLIC GUARDIAN	<u>484</u>	<u>4258</u>	<u>5435</u>
CHIEF PUBLIC HLTH MICROBIOLOG	<u>561</u>	<u>6200</u>	<u>7913</u>
CLAIMS SUPERVISOR	<u>455</u>	<u>3696</u>	<u>4717</u>
CLERK/ELECTIONS SUPERVISOR	<u>421</u>	<u>3131</u>	<u>3996</u>
CLINICAL PROGRAM COORDINATOR	<u>572</u>	<u>6542</u>	<u>8350</u>
COMMUNITY DEVELOPMENT COORD	<u>514</u>	<u>4930</u>	<u>6292</u>
CUSTODIAL SUPERVISOR	<u>422</u>	<u>3146</u>	<u>4016</u>
DEPUTY PUBLIC ADMINISTRATOR	<u>484</u>	<u>4258</u>	<u>5435</u>
ELIGIBILITY SUPERVISOR	<u>455</u>	<u>3696</u>	<u>4717</u>
EMPLOYMENT & TRNG WORKER SUPVR	<u>469</u>	<u>3958</u>	<u>5051</u>
EMPLOYMENT SERVICES COORD	<u>484</u>	<u>4258</u>	<u>5435</u>
EMPLOYMENT SERVICES SUPERVISOR	<u>433</u>	<u>3320</u>	<u>4237</u>
EPIDEMIOLOGY & EVAL SUPVR	<u>514</u>	<u>4930</u>	<u>6292</u>
FIRE MARSHAL (NON SWORN)	<u>534</u>	<u>5435</u>	<u>6937</u>
FLEET MANAGEMENT SUPERVISOR	<u>470</u>	<u>3977</u>	<u>5076</u>
HOUSING SUPERVISOR	<u>474</u>	<u>4056</u>	<u>5176</u>
IT SUPERVISOR	<u>545</u>	<u>5735</u>	<u>7319</u>
LEGAL SECRETARY/SUPVR	<u>422</u>	<u>3146</u>	<u>4016</u>
LEGAL SERVICES SUPERVISOR	<u>422</u>	<u>3146</u>	<u>4016</u>
MAINTENANCE SUPERVISOR	<u>492</u>	<u>4428</u>	<u>5651</u>
MCAH COORDINATOR	<u>549</u>	<u>5847</u>	<u>7463</u>
MENTAL HLTH BUSINESS OFF SUPVR	<u>422</u>	<u>3146</u>	<u>4016</u>
MENTAL HLTH MEDICAL RCDS SUPVR	<u>422</u>	<u>3146</u>	<u>4016</u>
OFFICE ASSISTANT SUPERVISOR	<u>422</u>	<u>3146</u>	<u>4016</u>
PROJECT INTEGRATION SUPERVISOR	<u>523</u>	<u>5151</u>	<u>6574</u>
PUBLIC HLTH CLINIC SERVS COORD	<u>469</u>	<u>3958</u>	<u>5051</u>
SENIOR STAFF SERVICES ANALYST	<u>474</u>	<u>4056</u>	<u>5176</u>
SENIOR SUPRVSG AUDITOR APP	<u>506</u>	<u>4741</u>	<u>6051</u>
SENIOR SUPRVSG REAL PROP APP	<u>506</u>	<u>4741</u>	<u>6051</u>
SENIOR VICTIM ADVOCATE	<u>471</u>	<u>3996</u>	<u>5100</u>
SHERIFF'S CIVIL SUPERVISOR	<u>417</u>	<u>3071</u>	<u>3919</u>
SHERIFF'S RECORDS SUPERVISOR	<u>431</u>	<u>3288</u>	<u>4196</u>
SOCIAL WORKER SUPERVISOR I	<u>469</u>	<u>3958</u>	<u>5051</u>
SOCIAL WORKER SUPERVISOR II	<u>509</u>	<u>4811</u>	<u>6140</u>
SUPRVSG ACCOUNTANT	<u>503</u>	<u>4672</u>	<u>5962</u>
SUPRVSG ASSESSOR/RECORDER CLK	<u>423</u>	<u>3162</u>	<u>4036</u>
SUPRVSG CHILD SUPP SPECIALIST	<u>443</u>	<u>3486</u>	<u>4449</u>
SUPRVSG COMM ED SPECIALIST	<u>514</u>	<u>4930</u>	<u>6292</u>
SUPRVSG CRAFTS WORKER	<u>479</u>	<u>4155</u>	<u>5304</u>
SUPRVSG PUBLIC HEALTH NURSE	<u>555</u>	<u>6021</u>	<u>7685</u>
SUPRVSG PUBLIC HEALTH NUTRIT	<u>528</u>	<u>5278</u>	<u>6737</u>

<b>ATTACHMENT B</b>			
<b>SCEA BARGAINING UNIT SALARY FOR MOU TERM</b>			
<b><u>Job Title</u></b>	<b><u>Range</u></b>	<b><u>Beginning with Pay Period</u></b> <b><u>09/16/2018</u></b>	
		<b><u>Monthly A</u></b>	<b><u>Monthly F</u></b>
<b><u>SUPRVSG STAFF SERVICES ANALYST</u></b>	<b><u>474</u></b>	<b><u>4056</u></b>	<b><u>5176</u></b>
<b><u>THERAPIST SUPERVISOR</u></b>	<b><u>579</u></b>	<b><u>6769</u></b>	<b><u>8640</u></b>
<b><u>UTILITY OPERATIONS SUPT</u></b>	<b><u>521</u></b>	<b><u>5100</u></b>	<b><u>6510</u></b>
<b><u>VOCATIONAL COUNSELOR SUPVR</u></b>	<b><u>494</u></b>	<b><u>4471</u></b>	<b><u>5707</u></b>
<b><u>WELFARE COLLECTION OFFICER</u></b>	<b><u>455</u></b>	<b><u>3696</u></b>	<b><u>4717</u></b>

<b>ATTACHMENT C</b>			
<b>SCEA BARGAINING UNIT SALARY FOR MOU TERM</b>			
<b>Job Title</b>	<b>Range</b>	<b>Beginning with Pay Period 07/07/2019</b>	
		<b>Monthly A</b>	<b>Monthly F</b>
ACCOUNT CLERK SUPERVISOR	<u>422</u>	<u>3225</u>	<u>4116</u>
ADMIN SECRETARY II/SUPVR	<u>422</u>	<u>3225</u>	<u>4116</u>
CHIEF DEPUTY PUBLIC GUARDIAN	<u>484</u>	<u>4364</u>	<u>5571</u>
CHIEF PUBLIC HLTH MICROBIOLOG	<u>561</u>	<u>6355</u>	<u>8111</u>
CLAIMS SUPERVISOR	<u>455</u>	<u>3789</u>	<u>4835</u>
CLERK/ELECTIONS SUPERVISOR	<u>421</u>	<u>3209</u>	<u>4096</u>
CLINICAL PROGRAM COORDINATOR	<u>572</u>	<u>6706</u>	<u>8559</u>
COMMUNITY DEVELOPMENT COORD	<u>514</u>	<u>5053</u>	<u>6449</u>
CUSTODIAL SUPERVISOR	<u>422</u>	<u>3225</u>	<u>4116</u>
DEPUTY PUBLIC ADMINISTRATOR	<u>484</u>	<u>4364</u>	<u>5571</u>
ELIGIBILITY SUPERVISOR	<u>455</u>	<u>3789</u>	<u>4835</u>
EMPLOYMENT & TRNG WORKER SUPVR	<u>469</u>	<u>4057</u>	<u>5177</u>
EMPLOYMENT SERVICES COORD	<u>484</u>	<u>4364</u>	<u>5571</u>
EMPLOYMENT SERVICES SUPERVISOR	<u>433</u>	<u>3403</u>	<u>4343</u>
EPIDEMIOLOGY & EVAL SUPVR	<u>514</u>	<u>5053</u>	<u>6449</u>
FIRE MARSHAL (NON SWORN)	<u>534</u>	<u>5571</u>	<u>7110</u>
FLEET MANAGEMENT SUPERVISOR	<u>470</u>	<u>4076</u>	<u>5203</u>
HOUSING SUPERVISOR	<u>474</u>	<u>4157</u>	<u>5306</u>
IT SUPERVISOR	<u>545</u>	<u>5878</u>	<u>7502</u>
LEGAL SECRETARY/SUPVR	<u>422</u>	<u>3225</u>	<u>4116</u>
LEGAL SERVICES SUPERVISOR	<u>422</u>	<u>3225</u>	<u>4116</u>
MAINTENANCE SUPERVISOR	<u>492</u>	<u>4539</u>	<u>5793</u>
MCAH COORDINATOR	<u>549</u>	<u>5993</u>	<u>7650</u>
MENTAL HLTH BUSINESS OFF SUPVR	<u>422</u>	<u>3225</u>	<u>4116</u>
MENTAL HLTH MEDICAL RCDS SUPVR	<u>422</u>	<u>3225</u>	<u>4116</u>
OFFICE ASSISTANT SUPERVISOR	<u>422</u>	<u>3225</u>	<u>4116</u>
PROJECT INTEGRATION SUPERVISOR	<u>523</u>	<u>5279</u>	<u>6738</u>
PUBLIC HLTH CLINIC SERVS COORD	<u>469</u>	<u>4057</u>	<u>5177</u>
SENIOR STAFF SERVICES ANALYST	<u>474</u>	<u>4157</u>	<u>5306</u>
SENIOR SUPRVSG AUDITOR APP	<u>506</u>	<u>4859</u>	<u>6202</u>
SENIOR SUPRVSG REAL PROP APP	<u>506</u>	<u>4859</u>	<u>6202</u>
SENIOR VICTIM ADVOCATE	<u>471</u>	<u>4096</u>	<u>5228</u>
SHERIFF'S CIVIL SUPERVISOR	<u>417</u>	<u>3147</u>	<u>4017</u>
SHERIFF'S RECORDS SUPERVISOR	<u>431</u>	<u>3370</u>	<u>4301</u>
SOCIAL WORKER SUPERVISOR I	<u>469</u>	<u>4057</u>	<u>5177</u>
SOCIAL WORKER SUPERVISOR II	<u>509</u>	<u>4931</u>	<u>6293</u>
SUPRVSG ACCOUNTANT	<u>503</u>	<u>4789</u>	<u>6112</u>
SUPRVSG ASSESSOR/RECORDER CLK	<u>423</u>	<u>3241</u>	<u>4136</u>
SUPRVSG CHILD SUPP SPECIALIST	<u>443</u>	<u>3573</u>	<u>4560</u>
SUPRVSG COMM ED SPECIALIST	<u>514</u>	<u>5053</u>	<u>6449</u>
SUPRVSG CRAFTS WORKER	<u>479</u>	<u>4259</u>	<u>5436</u>
SUPRVSG PUBLIC HEALTH NURSE	<u>555</u>	<u>6172</u>	<u>7877</u>
SUPRVSG PUBLIC HEALTH NUTRIT	<u>528</u>	<u>5410</u>	<u>6905</u>

<b>ATTACHMENT C</b>			
<b>SCEA BARGAINING UNIT SALARY FOR MOU TERM</b>			
<b><u>Job Title</u></b>	<b><u>Range</u></b>	<b><u>Beginning with Pay Period</u></b> <b><u>07/07/2019</u></b>	
		<b><u>Monthly A</u></b>	<b><u>Monthly F</u></b>
<b><u>SUPRVSG STAFF SERVICES ANALYST</u></b>	<b><u>474</u></b>	<b><u>4157</u></b>	<b><u>5306</u></b>
<b><u>THERAPIST SUPERVISOR</u></b>	<b><u>579</u></b>	<b><u>6938</u></b>	<b><u>8856</u></b>
<b><u>UTILITY OPERATIONS SUPT</u></b>	<b><u>521</u></b>	<b><u>5228</u></b>	<b><u>6673</u></b>
<b><u>VOCATIONAL COUNSELOR SUPVR</u></b>	<b><u>494</u></b>	<b><u>4583</u></b>	<b><u>5849</u></b>
<b><u>WELFARE COLLECTION OFFICER</u></b>	<b><u>455</u></b>	<b><u>3789</u></b>	<b><u>4835</u></b>



<b>ATTACHMENT D</b>			
<b>SCEA BARGAINING UNIT SALARY FOR MOU TERM</b>			
<b>Job Title</b>	<b>Range</b>	<b>Beginning with Pay Period 07/05/2020</b>	
		<b>Monthly A</b>	<b>Monthly F</b>
ACCOUNT CLERK SUPERVISOR	<u>422</u>	<u>3290</u>	<u>4199</u>
ADMIN SECRETARY II/SUPVR	<u>422</u>	<u>3290</u>	<u>4199</u>
CHIEF DEPUTY PUBLIC GUARDIAN	<u>484</u>	<u>4452</u>	<u>5682</u>
CHIEF PUBLIC HLTH MICROBIOLOG	<u>561</u>	<u>6482</u>	<u>8273</u>
CLAIMS SUPERVISOR	<u>455</u>	<u>3864</u>	<u>4932</u>
CLERK/ELECTIONS SUPERVISOR	<u>421</u>	<u>3274</u>	<u>4178</u>
CLINICAL PROGRAM COORDINATOR	<u>572</u>	<u>6840</u>	<u>8730</u>
COMMUNITY DEVELOPMENT COORD	<u>514</u>	<u>5154</u>	<u>6578</u>
CUSTODIAL SUPERVISOR	<u>422</u>	<u>3290</u>	<u>4199</u>
DEPUTY PUBLIC ADMINISTRATOR	<u>484</u>	<u>4452</u>	<u>5682</u>
ELIGIBILITY SUPERVISOR	<u>455</u>	<u>3864</u>	<u>4932</u>
EMPLOYMENT & TRNG WORKER SUPVR	<u>469</u>	<u>4138</u>	<u>5281</u>
EMPLOYMENT SERVICES COORD	<u>484</u>	<u>4452</u>	<u>5682</u>
EMPLOYMENT SERVICES SUPERVISOR	<u>433</u>	<u>3471</u>	<u>4430</u>
EPIDEMIOLOGY & EVAL SUPVR	<u>514</u>	<u>5154</u>	<u>6578</u>
FIRE MARSHAL (NON SWORN)	<u>534</u>	<u>5682</u>	<u>7252</u>
FLEET MANAGEMENT SUPERVISOR	<u>470</u>	<u>4158</u>	<u>5307</u>
HOUSING SUPERVISOR	<u>474</u>	<u>4240</u>	<u>5412</u>
IT SUPERVISOR	<u>545</u>	<u>5995</u>	<u>7652</u>
LEGAL SECRETARY/SUPVR	<u>422</u>	<u>3290</u>	<u>4199</u>
LEGAL SERVICES SUPERVISOR	<u>422</u>	<u>3290</u>	<u>4199</u>
MAINTENANCE SUPERVISOR	<u>492</u>	<u>4629</u>	<u>5908</u>
MCAH COORDINATOR	<u>549</u>	<u>6113</u>	<u>7803</u>
MENTAL HLTH BUSINESS OFF SUPVR	<u>422</u>	<u>3290</u>	<u>4199</u>
MENTAL HLTH MEDICAL RCDS SUPVR	<u>422</u>	<u>3290</u>	<u>4199</u>
OFFICE ASSISTANT SUPERVISOR	<u>422</u>	<u>3290</u>	<u>4199</u>
PROJECT INTEGRATION SUPERVISOR	<u>523</u>	<u>5385</u>	<u>6873</u>
PUBLIC HLTH CLINIC SERVS COORD	<u>469</u>	<u>4138</u>	<u>5281</u>
SENIOR STAFF SERVICES ANALYST	<u>474</u>	<u>4240</u>	<u>5412</u>
SENIOR SUPRVSG AUDITOR APP	<u>506</u>	<u>4956</u>	<u>6326</u>
SENIOR SUPRVSG REAL PROP APP	<u>506</u>	<u>4956</u>	<u>6326</u>
SENIOR VICTIM ADVOCATE	<u>471</u>	<u>4178</u>	<u>5333</u>
SHERIFF'S CIVIL SUPERVISOR	<u>417</u>	<u>3210</u>	<u>4097</u>
SHERIFF'S RECORDS SUPERVISOR	<u>431</u>	<u>3437</u>	<u>4387</u>
SOCIAL WORKER SUPERVISOR I	<u>469</u>	<u>4138</u>	<u>5281</u>
SOCIAL WORKER SUPERVISOR II	<u>509</u>	<u>5029</u>	<u>6419</u>
SUPRVSG ACCOUNTANT	<u>503</u>	<u>4884</u>	<u>6234</u>
SUPRVSG ASSESSOR/RECORDER CLK	<u>423</u>	<u>3306</u>	<u>4219</u>
SUPRVSG CHILD SUPP SPECIALIST	<u>443</u>	<u>3645</u>	<u>4652</u>
SUPRVSG COMM ED SPECIALIST	<u>514</u>	<u>5154</u>	<u>6578</u>
SUPRVSG CRAFTS WORKER	<u>479</u>	<u>4344</u>	<u>5545</u>
SUPRVSG PUBLIC HEALTH NURSE	<u>555</u>	<u>6295</u>	<u>8034</u>
SUPRVSG PUBLIC HEALTH NUTRIT	<u>528</u>	<u>5518</u>	<u>7043</u>

<b>ATTACHMENT D</b>			
<b>SCEA BARGAINING UNIT SALARY FOR MOU TERM</b>			
<b><u>Job Title</u></b>	<b><u>Range</u></b>	<b><u>Beginning with Pay Period</u></b> <b><u>07/05/2020</u></b>	
		<b><u>Monthly A</u></b>	<b><u>Monthly F</u></b>
<b><u>SUPRVSG STAFF SERVICES ANALYST</u></b>	<b><u>474</u></b>	<b><u>4240</u></b>	<b><u>5412</u></b>
<b><u>THERAPIST SUPERVISOR</u></b>	<b><u>579</u></b>	<b><u>7077</u></b>	<b><u>9033</u></b>
<b><u>UTILITY OPERATIONS SUPT</u></b>	<b><u>521</u></b>	<b><u>5333</u></b>	<b><u>6806</u></b>
<b><u>VOCATIONAL COUNSELOR SUPVR</u></b>	<b><u>494</u></b>	<b><u>4675</u></b>	<b><u>5966</u></b>
<b><u>WELFARE COLLECTION OFFICER</u></b>	<b><u>455</u></b>	<b><u>3864</u></b>	<b><u>4932</u></b>

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN THE**  
**COUNTY OF SHASTA**  
**AND THE**  
**SHASTA COUNTY EMPLOYEES ASSOCIATION**  
**(SUPERVISORY UNIT)**



July 1, 2018 – June 30, 2021

## TABLE OF CONTENTS

ARTICLE 1. PARTIES .....	3
ARTICLE 2. AUTHORIZED AGENTS .....	3
ARTICLE 3. RECOGNITION .....	3
ARTICLE 4. TERM.....	3
ARTICLE 5. ASSOCIATION RIGHTS.....	4
ARTICLE 6. MAINTENANCE OF MEMBERSHIP .....	8
ARTICLE 7. COUNTY RIGHTS AND RESPONSIBILITIES.....	8
ARTICLE 8. NON-DISCRIMINATION AND AMERICANS WITH DISABILITIES ACT .....	9
ARTICLE 9. WAGES .....	10
ARTICLE 10. HOURS OF WORK.....	13
ARTICLE 11. HEALTH AND WELFARE BENEFITS .....	18
ARTICLE 12. RETIREMENT .....	23
ARTICLE 13. PAID LEAVES .....	24
ARTICLE 14. UNIFORMS AND ALLOWANCES FOR WORK RELATED EXPENSES.....	30
ARTICLE 15. PROBATIONARY PERIOD.....	31
ARTICLE 16. DISCIPLINARY ACTION.....	31
ARTICLE 17. MISCELLANEOUS PROVISIONS.....	37
ARTICLE 18. GRIEVANCE PROCEDURE.....	38
ARTICLE 19. PEACEFUL PERFORMANCE.....	40
ARTICLE 20. PERSONNEL RULES .....	41
ARTICLE 21. FULL UNDERSTANDING, MODIFICATION AND WAIVER .....	42
ATTACHMENT A .....	44
ATTACHMENT B .....	46
ATTACHMENT C .....	48
ATTACHMENT D .....	50

## ***ARTICLE 1. PARTIES***

1.1. This Agreement is entered into by and between the County of Shasta (hereinafter referred to as "County") and the Shasta County Employees Association (hereinafter referred to as "SCEA," "Bargaining Unit," or "Association").

1.2. Unless otherwise defined, all references to "days" shall mean calendar days.

## ***ARTICLE 2. AUTHORIZED AGENTS***

For the purpose of administering the terms and provisions of this Agreement, the following agents or his/her designee have been identified:

2.1. County's principal authorized agent shall be:  
County Executive Officer  
County of Shasta  
1450 Court Street, Suite 308A Redding, CA 96001  
Telephone: (530) 225-5561  
FAX#: (530) 229-8238

2.2. Association's principal authorized agent shall be:  
Shasta County Employees Association  
PO Box 990723  
Redding, CA 96099 (530) 245-6464

## ***ARTICLE 3. RECOGNITION***

The County recognizes the Association as the exclusively recognized employee organization pursuant to Government Code section 3501(b) and the Shasta County Employer-Employee Relations Resolution (Resolution 97-154) for all regular full-time and part-time employees (1/2 time or more) in the Supervisory Bargaining Unit, excluding all management, extra help, and confidential employees. See Attachment A for a list of job classifications covered by this Agreement.

## ***ARTICLE 4. TERM***

**TERM.** This Agreement is entered into on September 11, 2018 for a term covering July 1, 2018 to and inclusive of June 30, 2021 except as otherwise provided. Unless otherwise provided herein, any changes caused by the approval of this Agreement shall be implemented as of the first of the payroll period immediately following its formal adoption by the Board of Supervisors (Board). During the month of March of the final year of this Agreement, either party may serve notice to commence negotiations on a successor agreement. If notice is served by either party, negotiations shall begin no later than ninety (90) days prior to the expiration of this Agreement or on a later date by mutual agreement.

## **ARTICLE 5. ASSOCIATION RIGHTS**

### **5.1. RELEASE TIME.**

- A. **Board of Directors.** The Association shall provide written notice to the County of the employees serving on the SCEA Board of Directors. Each member of the SCEA Board of Directors shall be permitted two (2) hours of release time per month to conduct Association business. Such time not used during the month shall be lost and not cumulative into future months. Release time to conduct Association business shall be scheduled in advance with the approval of the Department Head or his/her designee. Approval of such release time shall not be unreasonably withheld.
- B. **Stewards.** The County shall recognize up to five (5) employees designated by the Association as Stewards. A County employee who is designated as a Steward shall be provided a reasonable amount of release time to investigate and present grievances. Grievance investigations shall be conducted in such a manner as to interfere as little as possible with work in progress. After notifying his/her immediate supervisor as far in advance as reasonably possible, the Steward shall be permitted to leave the regular work area to deal with grievance matters. Permission for such use of work time shall not be unreasonably withheld.
- C. **Meet and Confer.** In meetings with County management for the purpose of meeting and conferring on matters within the scope of bargaining, the Association may be represented by not more than four (4) employees unless a greater number is agreed to by the County. Meetings shall be scheduled so as not to unreasonably interfere with the operation of any County department.

5.2. **BULLETIN BOARDS.** In departments of more than fifteen (15) employees represented by the Association which have bulletin board space, the Department Head shall designate at least one (1) posting space in each non-contiguous location for use by the Association. No posting shall be made on County premises on space other than that provided except for postings relating solely to social activities of the Association. Bulletin boards shall be used only to inform employees of the procedure for joining the Association, notification of meetings, internal organizational elections or other similar internal business matters. Bulletin boards shall not be used for presenting arguments, making charges, or for matters which may adversely reflect upon the effectiveness of the County.

5.3. **ACCESS TO EMPLOYEES/COUNTY FACILITIES.** The Association shall, upon request, be granted the use of general meeting space by each Department Head before or after the regular work shift, except in cases in which such permission will interfere with the duties of the department. In the case of the departments with continuing or staggered shifts, arrangements shall be made for space at other suitable locations which will not interfere with the operation of the department.

A Department Head shall, upon reasonable advance notice, permit authorized employee

representatives to contact individual employees in County facilities during working hours if such contact is not disruptive to County business and does not occur with undue frequency. Employees shall not be approached in the field except upon expressed approval of the Department Head or his/her authorized representative.

Membership solicitation, collection of dues, or other general organizational business shall not be conducted on County time, nor in areas generally not open to the public except as may occur during scheduled meetings before or after a regular work shift.

**5.4. PAYROLL DEDUCTION.** The Association shall have regular dues/fees and insurance premiums deducted from employee's pay warrants. Payroll deductions shall be made only upon written authorization of the individual employee on a form provided and maintained by the Association. The County shall make any such authorized employee deductions based on certification from the Association and provide reports of these transactions to the Association. Payroll shall commence making a dues deduction from the employee's paycheck effective the first full pay period after the date of notification to the County of the authorization.

An employee who transfers, demotes, or promotes into this unit shall be treated as a new employee for purposes of payroll deduction authorization.

**5.5. PERSONNEL REPORTS.** The County will, to the extent practicable, provide, upon request, with reasonable advance notice, the Association with the Termination Listing. The County shall provide this report when published.

**5.6. LIMITED ACCESS TO EMPLOYEES THROUGH COUNTY E-MAIL SYSTEM.** The Association may send email to County email addresses of employees it represents in accordance with the following provisions:

- A. The email must be sent from a source outside of the County email system with a static IP address;
- B. The email must be on Association letterhead and otherwise only contain text of not more than 350 kb in length;
- C. The email may not contain attachments, but may include links to information outside of the County email system
- D. No political communication of any kind may be transmitted by the bargaining unit representative;
- E. The individual sending the email must be identified by name;
- F. Up to three (3) individuals may be authorized to send email upon notification to the Director of Support Services
- G. The Director of Support Services must be copied on all email;

- H. Email may only notify employees of Association meetings and may direct employees to the Association's website for other information;
- I. The Association may send up to four (4) emails per calendar month unless authorized by the Director of Support Services;
- J. Recipients of email may not use work time to respond to the Association emails, view Association websites, or conduct Association business;
- K. Employees may request that email not be sent to them, and the Association shall respect these requests;
- L. After notice to the Association, the County maintains the right to withdraw use of County email, at its sole discretion, for violation of this section. Such action will not be subject to grievance or other appeals process. Employee actions prohibited in subsection J will not be considered reason for implementation of subsection L;
- M. Within five (5) calendar days of notice in subsection L, the Association shall have the right to meet with the Director of Support Services in an attempt to resolve concerns prior to withdrawal of use; and
- N. The Association and employees accept the fact that the County spam filter may direct some email to employees' spam mailboxes, and employees will need to access these mailboxes to view such mail.

**5.7. NEW EMPLOYEE ORIENTATION ACCESS AND DISCLOSURE OF EMPLOYEE CONTACT INFORMATION.**

- A. **New Employee Orientation Access.** The Association will be provided at least ten calendar days advanced notice of the time, date, and location of new employee orientations, including the number of bargaining unit employees in attendance, and allotted thirty (30) minutes as part of, and at the end of, the new employee orientation meeting in a room designated by bargaining unit.
  - 1. No more than two (2) representatives may present Association membership information.
  - 2. Management representatives will excuse themselves during the Association portion of the orientation.
  - 3. The Association agrees in its portion of the orientation not to engage in speech that could cause substantial disruption or material interference with County activities.
  - 4. County employee representatives conducting orientation may attend, and travel to and from, the orientation on their own time, on unpaid leave, use vacation leave or compensatory time off or flex time provided the Association provides Personnel



with the employee's name at least five (5) days prior to the orientation. Employees shall be released for this purpose unless unusual operation needs interfere with such release in which case the employee and the Association will be provided a written explanation of why the employee could not be released.

**B. Disclosure of Employee Contact Information.**

1. The County will provide the Association a digital file via email to the email address designated by the Association containing the following information to the extent the County has it on file:
  - i. Name.
  - ii. Job title.
  - iii. Department.
  - iv. Work location.
  - v. Work, home and personal cellular telephone numbers.
  - vi. Personal email addresses on file with the County (new hires only).
  - vii. Home address.
2. Such information will be provided at the end of each month for new hires and employees promoted into a classification represented by the bargaining unit and quarterly for all bargaining unit employees.
3. An employee may opt out via written request to the County, with a copy to the Association, to direct the County to withhold disclosure of the employee's:
  - i. Home address.
  - ii. Home telephone number.
  - iii. Personal cellular telephone number.
  - iv. Personal email address.
  - v. Birth date.

**5.8. NEWLY PROMOTED EMPLOYEE TO BARGAINING UNIT ORIENTATION TIME.**

- A. Newly Promoted Employee Access.** Upon receipt of the monthly listing of employees promoted into a classification represented by the bargaining unit, a bargaining unit representative may contact the newly promoted employee in order to mutually agree to

meet for a period of up to fifteen (15) minutes to discuss bargaining unit membership.

1. The Association agrees not to engage in speech that could cause substantial disruption or material interference with County activities during this meeting.
2. County employee representatives conducting said meetings may attend, and travel to and from, the meeting on their own time, on unpaid leave, use vacation leave or compensatory time off or flex time provided the Association provides Personnel with the employee's name at least five (5) days prior to the orientation. Employees shall be released for this purpose unless unusual operation needs interfere with such release in which case the employee and the Association will be provided a written explanation of why the employee could not be released.

#### ***ARTICLE 6. MAINTENANCE OF MEMBERSHIP***

6.1. **MAINTENANCE OF MEMBERSHIP.** All regular employees in job classifications in the Bargaining Unit, who are members effective upon the approval of this Agreement, must remain a dues-paying member of SCEA until the annual window to withdraw. An employee who elects to become a member shall remain a member during the term of this Agreement except that each year during the month of June, an employee may sign the appropriate form provided by the Association, revoking the authorization for the payroll deduction of membership dues and withdrawing from membership.

6.2. **ENFORCEMENT / SEVERABILITY.** In the event that any provision of the article is declared by a court of competent jurisdiction to be illegal or unenforceable, the parties agree that the County will cease abiding by such provision.

6.3. **INDEMNIFY AND HOLD HARMLESS.** SCEA fully indemnifies and holds the County, its officers and employees acting on behalf of the County, harmless, and agrees to defend the County, its officers and employees acting on behalf of the County against any and all claims, demands, suits, and from liabilities of any nature which may arise out of, or by reason of, any action taken or not taken by the County under provisions of this article.

#### ***ARTICLE 7. COUNTY RIGHTS AND RESPONSIBILITIES***

7.1. County retains, solely and exclusively, all the rights, powers and authority exercised or held prior to the execution of this Agreement, except as expressly limited by a specific provision of this Agreement. Without limiting the generality of the foregoing, the rights, powers, and authority retained solely and exclusively by the County and not abridged herein, include, but are not limited to the following:

- A. To manage and direct its business and personnel;
- B. To manage, control, and determine the mission of its departments, building facilities, and operations;

- C. To create, change, combine or abolish jobs, policies, departments and facilities in whole or in part;
- D. To subcontract or discontinue work for economic or operational reasons;
- E. To lay off or furlough employees;
- F. To direct the work force;
- G. To increase or decrease the work force and determine the number of employees needed;
- H. To hire, assign, transfer, promote, and maintain the discipline and efficiency of its employees;
- I. To establish work standards, schedules of operation and reasonable workloads;
- J. To specify or assign work requirements and require overtime;
- K. To schedule working hours and shifts;
- L. To adopt rules of conduct and penalties for violation thereof;
- M. To determine the type and scope of work to be performed by County employees and the services to be provided;
- N. To classify positions;
- O. To establish initial salaries of new job classifications after notification of the Association
- P. To determine the methods, processes, means, and places of providing services; and
- Q. To take whatever action necessary to prepare for and operate in an emergency.

7.2. Except in an emergency, County decisions shall not supersede the provisions of this Agreement. Actions taken by the County to meet an emergency that are not in compliance with this Agreement shall be in effect only for the duration of the emergency.

7.3. The exercise of such rights shall not preclude the Association from conferring with County representatives about the practical consequences that decisions on these matters may have on wages, hours, and other terms and conditions of employment.

## ***ARTICLE 8. NON-DISCRIMINATION AND AMERICANS WITH DISABILITIES ACT***

### **8.1. NON-DISCRIMINATION.**

The County and the Association agree that they shall not unlawfully discriminate against any employee on the basis of race, color, religion, sex, national origin, ancestry, age, medical condition, disability, veteran status, marital status or any other characteristic protected by state or

federal law. Discrimination on the basis of sex, age, medical condition or disability is prohibited except where specific sex, age, medical and/or physical requirements constitute a bona fide occupational qualification necessary for proper and efficient administration of County business.

Employees shall have the right to form, join and participate in the activities of the Association or the right to refuse to join or participate in such activities. Employees shall not be interfered with, intimidated, restrained, coerced, or discriminated against because of their exercise of these rights.

Any employee alleging a violation of this article shall have the burden of proving the existence of a discriminatory act or acts and of proving that but for such act or acts the alleged injury or damage to the employee would not have occurred.

## **8.2. AMERICANS WITH DISABILITIES ACT.**

The parties recognize that the County may be required to make accommodations in order to carry out its obligations under the Americans with Disabilities Act (ADA), the California Fair Employment and Housing Act (CFEHA), and any other applicable nondiscrimination law. Some of these accommodations may require actions which are contrary to the language or intent of existing provisions of this Agreement.

The parties agree that such accommodation relating to ADA/CFEHA shall not constitute a "past practice" or waiver by either party of its right to fully enforce such provisions in the future with regard to persons not subject to the protections of the ADA/CFEHA.

The parties recognize that circumstances surrounding ADA/CFEHA compliance in individual cases may involve matters which are personal and require the utmost confidentiality. Specifics of an individual case may not be divulged by the County, unless required by law.

Prior to taking action, the County shall notice the Association of a proposed accommodation, as it may apply to the working conditions of the unit, and shall give the Association an opportunity for input. Actions taken by the County under this article shall not be subject to the grievance procedure.

## **ARTICLE 9. WAGES**

### **9.1. SALARIES AND WAGES.**

The current wage table for unit job classifications is referenced in Attachment A.

#### **A. Negotiated Increases.**

1. On September 16, 2018, the County shall provide an across the board increase to all classes in the unit of two and one half percent (2.5%), shown in Attachment B.
2. On July 7, 2019, the County shall provide an across the board increase to all classes in the unit of two and one half percent (2.5%) shown in Attachment C.

3. On July 5, 2020, the County shall provide an across the board increase to all classes in the unit of two percent (2%) shown in Attachment D.

9.2 **SALARY ADJUSTMENT.** The County retains the right to adjust salaries upward as needed for recruitment, retention or other purposes after notice and discussion with the Association.

9.3 **LONGEVITY PAY.** Employees in SCEA classes with at least twenty (20) years of service with Shasta County, including at least three (3) years which has been served in a SCEA supervisory position are eligible for a three percent (3%) longevity pay stipend.

9.4 **WORK ABOVE CLASSIFICATION.**

A. **Qualification Period.** When an employee is temporarily assigned to the duties of a vacant higher level position, the employee shall, commencing on the eighty-first (81st) hour and effective the first (1st) hour receive a rate equivalent to that provided for under County promotional rules. To be eligible for the higher rate, the employee must:

1. Be assigned in writing by the Department Head with the approval of the Personnel Office;
2. Be assigned for other than training purposes;
3. Perform the full regular duties of the higher position;
4. Perform the duties of the higher position for a period of at least eighty (80) work hours, except with an approved interruption. (Holidays shall be treated like weekends or comparable regularly scheduled days off.)
  - a. An approved interruption shall be the use of approved leave balances not to exceed an accumulation of sixteen (16) hours during the eighty (80) hour qualification period.
  - b. Returning to the employee's regularly assigned position for more than sixteen (16) accumulated work hours will cause the eighty (80) hour requirement to begin again if full duties of the higher position are resumed.
5. Reestablish his/her eligibility for a higher rate by meeting the above four (4) criteria on a semi-annual basis.

B. **Payment for Hours Worked.** An employee who has qualified for the higher rate shall receive such a rate on an hourly basis only for hours worked while so assigned.

C. **Same or Lower Level Duties.** If the work temporarily assigned is normally assigned to a position at or below the employee's salary rate, he/she shall continue to receive his/her regularly established rate.

- D. **Maximum Period.** Working in a vacant higher level position for which there is no incumbent may not exceed a six (6) month period. However, the Director of Support Services may approve an additional period on a case-by-case basis.
- E. **Vacant Higher Level Position.** A "vacant higher level position," as referred to herein, is understood to include absences by the incumbent of the higher position of more than ten (10) workdays including vacation, sick or other forms of leave.

9.5. **PREMIUM PAY.**

- A. An employee in the job classification of Supervising Crafts Worker who has obtained Asbestos certification and who is assigned by the Department Head as part of his/her regular duties to perform asbestos related work shall receive an additional five percent (5%) of base pay. An employee in this classification who is also the "designated competent person" and who the Department Head has delegated supervision of the county's Asbestos abatement program shall receive an additional five percent (5%) for a total of ten percent (10%) of base pay.
- B. An employee in the job classification of Maintenance Supervisor who is assigned on a permanent basis to the Fall River Mill Maintenance District shall receive an additional seventy dollars (\$70.00) per pay period during such assignment.

C. **Supervisory Pay Differential.**

- 1. An employee in a supervisory job classification should not be set at a lower salary range (F step to F step comparison including subordinates' pay stipends, if appropriate) than the subordinate job classifications he/she is required to supervise. This concept includes as a principle that the supervisor be responsible for performance evaluations, direction of the work performed, and input into the hiring and discipline process. In order to qualify, a person directing and evaluating the work of a subordinate would have to be of the same profession. That means, for example, that an accountant who supervises a licensed social worker would not qualify because, even if he/she did performance evaluations and assigned work, he/she could not judge the professional aspects of the subordinate's work. Thus, due to the different professions, the supervisor could not qualify because he/she would not be able to oversee or judge the specific professional aspects of the subordinate's job.
- 2. **Process for Supervisory Pay Differential.** A supervisor may apply in writing, through the Department Head, to the Director of Support Services for consideration of a pay class stipend if a subordinate job classification is at a salary range higher than the supervisor's job classification. Such stipends will be granted in half percent (1/2 %) increments. When applied, the effect of this stipend will be that the supervisor's salary range will be five percent (5%) above the subordinate's salary range (based on F step comparisons including subordinates pay stipends, if

appropriate). The pay stipend will be processed as a salary footnote on a Personnel Action Form. The Director of Support Services will review the stipend periodically for continued appropriateness or when job classifications are changed due to reclass, MOU salary and benefit changes, or other such changes. The decision of the Director of Support Services to grant or not grant a pay stipend is final unless the employee's Department Head appeals to the CEO. The findings of the CEO are final. This process is not subject to the grievance process.

- D. An employee in the job classification of Mental Health Medical Records Supervisor shall receive an additional ten percent (10%) of base salary for registration as a Registered Record Administrator or certification as an accredited Medical Records Technician.
- E. Any unit member who holds and uses a specialized certificate or license for which his/her subordinate(s) receives a stipend shall be eligible for the same stipend.
- F. An additional five percent (5%) will be added to base salary of an employee in the classification of Mechanical Crafts Worker III or Supervising Crafts Worker when regularly assigned to perform maintenance duties in the jail. The five percent (5%) of base pay shall only apply to time actually worked in the Jail.

**9.6. SHIFT DIFFERENTIAL.**

- A. Employees who are regularly assigned to the second shift (swing) shall receive in addition to their base pay, an additional sixty cents (\$0.60) per hour shift differential premium. To be eligible for swing shift differential, at least fifty percent (50%) of the employee's regular schedule of hours must occur after 4:00 P.M. or prior to 12:30 A.M. Regularly assigned shift means the shift an employee is normally assigned to, excluding overtime hours or additional shifts.
- B. Employees who are regularly assigned to the third shift (graveyard) shall receive in addition to their base pay, an additional eighty-five cents (\$0.85) per hour shift differential premium. To be eligible for graveyard shift differential, at least fifty percent (50%) of the employee's regular schedule of hours must occur after 12:30 A.M. or prior to 9:00 A.M. Regularly assigned shift means the shift an employee is normally assigned to, excluding overtime hours or additional shifts.
- C. An employee who works a swing or graveyard shift of other than eight (8) hours shall receive an additional sixty cents (\$0.60) for each hour worked between 4:00 P.M. and midnight, and an additional eighty-five cents (\$0.85) for each hour worked between midnight and 8:00 A.M.
- D. Such differentials shall not be considered part of the regular base wages and therefore not applicable to vacation, sick leave, and other forms of non-work pay.

**ARTICLE 10. HOURS OF WORK**

**10.1. WORK PERIODS AND HOURS OF WORK.**

- A. The regular work week shall consist of five (5) working days of eight (8) hours each from and including Sunday through the following Saturday. The first shift of the work week shall be the first shift wherein the majority of its scheduled hours follow 12:01 A.M. Sunday.
- B. Where alternate work schedules are established in accordance with the provisions outlined below, alternative beginning and ending work weeks may be established by the Department Head on either Monday or Friday for the purpose of minimizing overtime liability.

**10.2. ALTERNATE WORK SCHEDULES.**

- A. An alternate work schedule is defined as a variation of the standard workweek, which for most employees is five (5) eight-hour (8) days between the hours of 8:00 A.M. and 5:00 P.M. Alternate schedules include 4-10 schedules, 9-80 schedules, hours from 7:00 A.M. to 3:30 P.M. and other schedules, but in each case the schedule will result in employees working a fixed schedule of forty (40) hours per week or eighty (80) hours biweekly.
- B. The establishment of alternate work schedules shall be subject to the following:
  - 1. An alternate work schedule shall be established and approved in writing by the Department Head and the County Executive Officer (CEO) with notice to the Personnel Office and Association.
  - 2. The Department Head may, at any time, cause any employee or group of employees to revert to a standard work schedule permanently or temporarily. Except in cases of emergency, the Department Head shall provide an employee with fourteen (14) days advance notice of a permanent schedule change and/or twelve (12) hours notice of a temporary change.
  - 3. During payroll periods which contain a holiday, employees may be required to revert to a standard work schedule.
  - 4. The usage of accrued leave balances such as vacation, sick leave, and other paid time off, shall be on an hour for hour basis (e.g. an employee on a 4/10 schedule who misses a day because of illness shall be charged [10] hours sick leave for that day).
- C. **Flexible Work Hours Plan.** Flexible Work Hours Plan is an alternate work schedule. Once approved by the process described in the Personnel Rules section 10.1, this plan allows an employee to voluntarily set a flex schedule each week, with the supervisor's approval. The schedule provides for working forty (40) hours in a week but provides time for personal or medical appointments, to participate in children's school activities, or for other reasons that would not normally be available in a regular five (5) days per week,



eight (8) hours per day schedule unless the employee utilized leave balances. Details regarding this program are located in the Forms section of the Personnel Rules.

**10.3. JOB SHARING.**

- A. Job sharing is defined as the assignment of a full-time workload and set of duties to two (2) employees. The employees who are sharing the workload of the full-time position must be equally familiar with and involved in the duties and responsibilities of the job. Employees who are job sharing assume the added responsibility of coordinating their workloads and schedules so as to maintain efficiency and productivity.
- B. The establishment of job sharing arrangements shall be subject to the following:
  - 1. A job sharing arrangement shall be established and approved in writing by the Department Head and the CEO, with notice to the Personnel Office and the Association.
  - 2. The Department Head may, at any time, cause an employee who is job sharing to revert to a standard full-time work schedule permanently or temporarily to cover the workload.
  - 3. The accrual of leave balances, such as vacation, sick leave and holiday credit, shall be based on the actual hours worked of the reduced work schedule. Employees in a job sharing assignment shall be treated as a regular full-time employee for the purposes of determining insurance benefit eligibility.

**10.4. REST PERIODS.** When practical, employees shall be granted a fifteen (15) minute paid rest period during each half of a work shift of four hours or longer. Unless otherwise approved by the Department Head, such breaks shall not be taken within one (1) hour of the employee's starting time, quitting time, or meal break and shall not be accumulated or used to supplement meal breaks, arrive at work late, or leave work early.

**10.5. MEAL PERIODS.** An unpaid meal period of up to one (1) hour shall be part of the normal daily work schedule for a full-time employee. Such meal period shall occur at approximately the midpoint (after four [4] hours) of the shift and be approved by the employee's supervisor. Some work schedules may include a meal period within the scheduled duty hours. In such cases the employee shall be so notified in writing and no specific off duty meal time shall be granted.

**10.6. OVERTIME.** All regular full-time employees covered by this Agreement shall be compensated for overtime in accordance with the following provisions:

- A. Work beyond the assigned work period must be expressly approved by the Department Head or his/her designee in advance. Unless specifically authorized in advance, employees may not begin work more than fifteen (15) minutes prior to the regular starting time, take work home, or otherwise engage in overtime work.

- B. All eligible employees shall be entitled to overtime compensation at a rate of one-and-one-half (1-1/2) times each hour worked in excess of forty (40) hours in a seven (7) day work period.
- C. Overtime will be computed on actual minutes worked, adjusted to the nearest increment of six (6) minutes. Only those hours actually worked, vacation or holiday credit hours taken, jury duty hours served and paid travel time may be used to qualify for overtime compensation. All time lost as a result of a job related injury or illness will be considered as hours worked for purposes of overtime compensation.
- D. Eligible employees shall be entitled to compensatory time off (CTO) or cash payment as overtime compensation. The Department Head or his/her designee shall determine the form of overtime compensation based on operational needs. Cash payments shall be made in the pay period in which the overtime is earned. CTO shall accrue and may be used upon approval of the Department Head or his/her designee. CTO may be accumulated up to sixty (60) hours (forty [40] hours at time-and-one-half). The Department Head may, upon the request of an employee and with the concurrence of the Director of Support Services, extend the limit on accumulated CTO in excess of sixty (60) hours. Non-exempt employees (see Attachment A for non-exempt designations) may accumulate additional hours up to two hundred and forty (240) hours (one hundred and sixty [160] hours at time- and-one-half). Hours accumulated in excess of the maximum accruals shall be paid in cash at the appropriate overtime rate.
- E. Accumulated CTO shall be scheduled and used prior to the use of accrued vacation or holiday time unless the employee is within twelve (12) pay periods of incurring a loss of accrued leave.
- F. Upon separation from County employment or transfer to a management job classification, employees shall be paid in cash for accumulated CTO at the appropriate rate.
- G. Unless otherwise provided, the workweek on which overtime calculations will be based shall begin each Sunday at midnight (12:01 AM) and each workday shall be begin daily at midnight (12:01 AM).
- H. All employees in the job classification of Information Technology Supervisor covered under this Agreement are salaried employees and exempt from the overtime provisions of the Fair Labor Standards Act (FLSA). For payroll purposes, such employees are compensated on a biweekly salary basis, and need not submit documented time reports. The provisions of such salaried status are as follows: For the performance of prescribed duties, the employee receives a salary and is expected to work the necessary hours required to fulfill the responsibilities of the position; for absences of one full workday or more, an employee will submit an exception document which deducts such time from the employee's applicable leave accruals; subject to approval by the Department Head, reasonable time off of amounts of less than one full workday is authorized for personal use during normal work hours, without loss of salary. Salaried employees shall not receive

compensation for call back assignments.

**10.7. STANDBY.**

- A. A Department Head may assign employees to standby. Unit employees assigned standby shall be compensated at a rate of two dollars and fifty cents (\$2.50) per hour while so assigned. Standby duty shall cease during the hours for which callback is paid.
- B. In order for an employee to become eligible for standby pay, the employee must be assigned to standby status by his/her Department Head requiring the employee to:
  - 1. Review the projected standby assignment schedule within the deadlines established by the applicable department;
  - 2. Wear a County-provided pager and/or carry a County-provided cellular phone during standby assignment;
  - 3. Contact the department/dispatch and respond to the callback location within the time period established by the Department Head;
  - 4. Respond to call backs during scheduled standby time unless he/she has notified the department of the name of another qualified employee who will respond;
  - 5. Refrain from activities that impair his/her ability to perform assigned duties;
  - 6. Request mileage reimbursement for callback responses performed in non-County vehicles within one (1) month after mileage costs are incurred;
  - 7. Receive permission to transport non-County employees in County vehicles no later than the last working day prior to standby assignment; and
  - 8. Accept the applicable standby pay as referred to in subsection (a) as full consideration for any inconvenience the standby assignment may pose.
- C. **On Call/Subject to Call.** Standby pay is to be distinguished from the uncompensated status of being "subject to call" or "on call", wherein an employee returns to work during off-duty hours in response to being called, but is not required to meet the standby criteria.

**10.8. CALLBACK FROM STANDBY.** Any employee, when called back to duty from standby status, shall be compensated for the hours actually worked at one and one-half (1-1/2) times the equivalent hourly rate of their regular salary. The minimum for each callback from standby duty shall be two (2) hours. Such time worked shall not include travel time between an employee's residence and his/her regularly assigned work location. Responding to a phone call when not required to respond to a worksite shall entitle the incumbent to be paid for the actual time involved in that phone call. This does not constitute a callback from standby.

**10.9. CALLBACK WHILE NOT ON STANDBY.**

- A. An employee not on standby status who is called back to work shall be credited with a minimum of two (2) hours pay.
- B. Should callback time become contiguous with regular work hours, time worked shall not be credited as callback and the minimum time period shall not apply.

**10.10. CALLBACK FROM VACATION.** An employee called in to work during his/her regularly scheduled vacation period shall be compensated at a rate one and one-half (1-1/2) times his/her regular rate of pay for all time worked. "Regularly scheduled vacation period" means vacation approved at least twenty-four (24) hours in advance.

**10.11. RELEASE FROM DUTY.** When the best interest of the County requires the immediate removal of the employee from his/her position, any employee may be released from regularly assigned duties with pay and benefits by the Department Head for a period not to exceed eighty (80) working hours upon the approval of the Director of Support Services. Upon showing of good cause by the appointing authority, such release from duty may be extended in eighty (80) work hour increments by the Director of Support Services up to a maximum of twelve (12) months.

**10.12. INFORMATION TECHNOLOGY SUPERVISOR TIME OFF (ITSTO).** The County agrees to provide twenty-four (24) hours per calendar year (prorated) to full time Information Technology Supervisors in this unit to be used upon request and with approval by Department Management. If not used or cashed out under the annual vacation cash out provision provided in 13.8.C.2, it shall be forfeited at the end of the calendar year. It shall have no other cash value nor shall it accumulate from year to year if not utilized.

## ***ARTICLE 11. HEALTH AND WELFARE BENEFITS***

**11.1. MEDICAL PLAN.** Employees and their eligible dependents may select medical insurance coverage from the available options under the California Public Employees Retirement System (CalPERS) or other agreed to Medical Plans. Eligibility, participation and enrollment shall be in accordance with the requirements set forth by the carrier selected and applicable law.

**11.2. DENTAL PLAN.** The County will provide a dental plan for all regular full time and regular part time employees. Employees and dependents may participate in the plan in accordance with the requirements set forth by Delta Dental. The County will increase its monthly contribution to the dental premium as necessary by up to five dollars (\$5.00) annually effective with the first pay period which includes January 1<sup>st</sup> each year should the Dental rates increase by that amount. Rate increases greater than those amounts will be absorbed by the employee.

**11.3. BENEFIT AND CONTRIBUTION WAITING PERIOD.** Eligibility for medical and dental insurance shall begin the first of the month following employment unless otherwise required by the insurance provider(s). County contributions towards medical and dental, as provided above, shall commence the first of the month following six (6) months of employment unless otherwise required by the insurance provider(s). Employees who are otherwise eligible for insurance coverage during their first six (6) months of employment and elect such coverage shall pay the

insurance premium(s) through payroll deductions. This provision shall not apply to employees recalled from layoff who were receiving the County contributions at the time of layoff.

**11.4. COUNTY CONTRIBUTIONS TO MEDICAL AND DENTAL PLANS.** The County maximum health contributions to medical insurance and the County maximum dental contributions during the term are available online at [https://www.co.shasta.ca.us/index/support\\_index/personnel/benefits/medical\\_rates.aspx](https://www.co.shasta.ca.us/index/support_index/personnel/benefits/medical_rates.aspx).

- A. For the stated term of this Agreement, the County will pay eighty-five percent (85%) of the Employee Only medical premium cost and sixty-five percent (65%) of the Employee plus one and Employee plus family medical premium cost categories of PERS Choice (or equivalent plan). The County contribution includes the PEMHCA minimum contribution. Those percentages shall be converted to monthly maximums which dollar amounts shall not be exceeded without specifically being changed through the negotiations process. The employee will pay that portion of the premium not contributed by the County.
- B. The County shall provide payment toward each retiree's medical/dental premiums, provided such person retires from active County service on or after November 4, 1990, and remains uninterrupted in the medical plan provided by the County. Such payment shall equal ten (10) percent of such premium and only apply to retirees having a minimum of ten (10) years of County service. Such County service need not be continuous.
- C. For covered employees hired prior to January 1, 2017 who retire from active County service and have not elected to be covered under Article 11.10; the retiree medical premium will be paid as follows:
  - 1. The County will continue to pay the statutory minimum amount prescribed by Government Code section 22892 directly to CalPERS;
  - 2. CalPERS will deduct the balance of the medical premium from the retiree's retirement payment; and
  - 3. The County will reimburse the retiree the agreed County's contribution amount based upon the PERS Choice rates for the coverage in which the employee is enrolled (i.e., Employee Only, Employee plus One, or Employee plus Family), minus the statutory amount prescribed by Government Code section 22892 paid by the County directly to CalPERS.
- D. For covered employees hired on or after January 1, 2017 who retire from active County service; the retiree medical premium will be paid as follows:
  - 1. The County will continue to pay the statutory minimum amount prescribed by Government Code section 22892 directly to CalPERS; and
  - 2. CalPERS will deduct the balance of the medical premium from the retiree's retirement payment.

- E. Should an employee and his/her spouse or registered domestic partner both work for the County and are both eligible for County-provided health contributions, one employee may choose in writing to be added to his/her spouse's or registered domestic partners' insurance as a dependent and the County will make a contribution to the dependent coverage that is equal to the County's contribution to the employee-only contribution of the covered employee's plan in addition to the County's contribution to the covered employee's dependent coverage. In no event shall the total County's contribution be greater than the actual premium needed for the level of applicable coverage. Likewise, in no event shall the total County contribution be greater than it would have been without this option being invoked.
- F. If, during the term of this Agreement, the legal requirements of the Affordable Care Act have an impact on County rights and obligations regarding health benefits for County employees, the County and the Association agree to reopen Article 11 - Health and Welfare Benefits, in order to meet and confer over such impacts. Unless otherwise mutually agreed to by the County and the Association, the scope of the meet and confer discussion under this section will be limited to the parties' rights and obligations set forth in Article 11 of the Agreement.
- G. The parties will continue exploring alternative methods of providing and funding unit members' health coverage. Such potential methods shall be limited to those which would provide no expansion of total cost of County contributions over the current method. Any change in method will require mutual agreement of the parties.
- H. The parties agree that they will jointly support a modification to the California Government Code that will allow modifications to the CalPERS Health Care law governing the vesting of health care benefits to retirees and other provisions. The modifications to be submitted to the legislature will be developed and agreed to by the parties and, perhaps representatives of other units prior to final drafting.

11.5. **VISION PLAN.** The County provides a vision plan for all regular full-time employees and regular part-time employees using the County-sponsored Vision Plan (\$15 deductible) as the minimum standard. The County shall pay the premiums for all full-time and regular part-time employees. Employees may enroll their eligible dependents in the vision care program and pay the premiums through payroll deductions.

11.6. **LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE.** The County shall pay the premium for a forty-six thousand dollar (\$46,000) life insurance policy and a forty-six thousand dollar (\$46,000) AD&D insurance policy for each employee in the unit. Employees shall be allowed to purchase additional insurance for themselves or their dependents subject to the terms and conditions of the County's policy with the insurance carrier.

11.7. **STATE DISABILITY/PAID FAMILY LEAVE INSURANCE.** Disability insurance benefits shall be extended to employees in accordance with the terms and conditions of the State Disability Insurance Program. Each employee shall contribute to the plan through payroll

deductions. Accrued sick leave shall be used to supplement the disability benefit and must be exhausted prior to the use of other accrued leave balances. An employee may elect, in advance, to use accrued vacation, CTO or holiday time to supplement the disability benefit. The total compensation from accrued leaves and disability benefits shall not exceed the employee's base salary at the time of disability. Disability benefits will be considered the primary benefit and used leave accruals will be treated as secondary to supplement the employee's earnings. Paid Family Leave Insurance will be administered as described above, except employees will be required to use other leave balances after Family Sick Leave (if appropriate) has been exhausted.

**11.8. COUNTY CONTRIBUTIONS WHILE ON LEAVE.**

- A. The County shall continue making its portion of Health Plan payments, including dependent premiums, for employees who are on medical leave without pay due to on-the-job disability for a maximum of twenty-six (26) pay periods. Workers' Compensation benefits shall not be considered as pay. If applicable, this benefit shall run concurrently with the provisions of the Federal Family and Medical Leave Act (FMLA), the California Pregnancy Disability Leave Act (PDL), and the California Family Rights Act (CFRA).
- B. Beginning in January 2003, in cases wherein an employee who does not yet qualify for FMLA coverage but who suffers from an otherwise FMLA/CFRA qualifying personal serious medical condition, the County may continue making its portion of Health Plan payments, including dependent premiums, for employees who are on medical leave without pay for a maximum of six (6) pay periods. State disability benefits shall not be considered as pay. This provision shall be limited to those employees who, but for time served with the County would otherwise qualify for FMLA/CFRA coverage. Application for such continuation shall be made to the Director of Support Services.

**11.9. IRS SECTION 125 BENEFIT PLAN.**

- A. Employees shall sign appropriate authorization forms to establish or decline participation in payroll deductions of pre-tax earnings for payment by the spending accounts (including child and dependent care expenses and unreimbursed medical expenses) in accordance with Section 125 of the Internal Revenue Code and Board action of November 3, 1998, and its subsequent updates. The County will not change the benefits or providers of this plan without first seeking input from the bargaining unit.
- B. Beginning January 1, 2017, with respect to any full-time covered employee and any part time covered employee hired prior to January 1, 2017 who is enrolled in CalPERS medical insurance, the County will continue to contribute into the 125 Benefit Plan the agreed percentage amount based upon the PERS Choice rates for the coverage in which the employee is enrolled (i.e., Employee Only, Employee plus One, or Employee plus Family), minus the statutory amount prescribed by Government Code section 22892 paid by the County directly to CalPERS on behalf of that employee and minus the required amount contributed by the employee.

- C. In no event will the County's contribution under Government Code section 22892 and the applicable agreement exceed the actual cost of the benefit. The covered employee must authorize a payroll deduction for their required contribution. If no authorization is made, the County will not make a contribution to the 125 Benefit Plan.

11.10. **401(a) PLAN.** Any covered employee hired on or after January 1, 2017, shall not be eligible to earn or receive the County contribution to retiree medical benefit as described in Article 11.4.C, but shall receive only the County's minimum contribution amounts required under Government Code section 22892 if they elect to continue CalPERS healthcare after retirement.

Any covered employee who was hired prior to January 1, 2017, may voluntarily elect to participate in the Section 401(a) Plan in lieu of the benefit provided in Article 11.4.C. If the employee voluntarily elects to participate in the 401(a) Plan in lieu of receiving the benefit under Article 11.4.C, the County will contribute the minimum contribution required under Government Code section 22892. The employee will receive contributions into the 401(a) Plan as set forth below. The decision to elect to participate in the 401(a) Plan in lieu of receiving the benefit under Article 11.4.C shall be irrevocable.

The 401(a) Plan will be administered as follows:

- A. The County shall continue to provide an Internal Revenue Code Section 401(a) Plan consistent with this Article. The County shall continue to contribute into the Section 401(a) Plan an amount on behalf of each covered employee electing to participate under this Article equal to the amount contributed by that employee from his or her own pre-tax salary into one of the County's Section 457 deferred compensation plans, but not to exceed 3% of the employee's pre-tax salary.

Accordingly, if an employee contributed a total of 1-3% of his or her pre-tax salary to a 457 plan, then the dollar amount of the County's 401(a) contribution would fully match the employee's 457 contribution; if an employee contributed more than 3% of his or her pretax salary to a County 457 plan, then the dollar amount of the County's 401(a) contribution would only be equal to 3% (and not more) of the employee's pretax salary and would not fully match the employee's 457 contribution. The employee may direct the investment of said contributions in accordance with the options or limitations provided by the 401(a) Plan. Each such employee shall vest (that is, earn the right to withdraw) the County's contributions into the 401(a) Plan on their behalf based on years of County service, as set forth below, subject to any of the plan's requirements.

- B. The 401(a) Plan implementing this Article shall provide the following schedule of vesting requirements for any participating employee to earn and be eligible to withdraw or otherwise receive a portion (or in some cases all) of his or her total account value at the time of termination:



**Years of COUNTY Service****Portion of Account Value Vested**

Less than 1 year	0%
1 year plus 1 day to 2 years	10%
2 years plus 1 day to 3 years	20%
3 years plus 1 day to 4 years	30%
4 years plus 1 day to 5 years	40%
5 years plus 1 day to 6 years	50%
6 years plus 1 day to 7 years	60%
7 years plus 1 day to 8 years	70%
8 years plus 1 day to 9 years	80%
9 years plus 1 day but less than 10 years	90%
10 years	100%

- C. In addition to and notwithstanding the foregoing, employee's options for withdrawing, "rolling over," and otherwise using account money (and the tax consequences of such withdrawals and use), shall be subject to any legal requirements or limitations of Internal Revenue Code Section 401(a) and any other applicable laws with which the County and the Plan must comply.

11.11. **EMPLOYEE ASSISTANCE PROGRAM.** An Employee Assistance Program (EAP) covers employees in this unit. Members of this unit shall be entitled to utilize the services contained in this plan offered and paid for by the County.

***ARTICLE 12. RETIREMENT***

12.1. **CALPERS MISCELLANEOUS EMPLOYEES.** The County shall continue to provide all eligible miscellaneous employees the 2% @ age 55 PERS retirement formula. The County shall pay all of the employer contributions associated with this formula as determined by CalPERS. New hires as of May 8, 2011 through December 31, 2012 are covered by a 2% @ 60 formula. New Employees hired on and after January 1, 2013 are covered by a 2% @ 62 formula and subject to the provisions of PEPRA in State law.

12.2. **CALPERS MISCELLANEOUS EMPLOYEES EMPLOYEE CONTRIBUTIONS.** Employee contributions towards the retirement system shall be made in the following manner:

- A. Employees shall participate by contributing, through payroll deductions, the entire employee contribution on wages subject to CalPERS contributions.
- B. The County's contract with CalPERS provides that the employee-paid portion of CalPERS contributions is made on a pre-tax basis.

12.3. **DETERMINATION OF FINAL COMPENSATION.** Current unit employees shall have their final compensation determined based on the average monthly compensation for the highest consecutive twelve (12) months. Newly hired employees after May 8, 2011 are covered for retirement to be based upon the average of highest thirty-six (36) months of reportable salary.

## **ARTICLE 13. PAID LEAVES**

### **13.1. HOLIDAYS.**

A. **Official Holidays.** The following are established as official holidays for regular full-time and regular part-time employees:

1. January 1st, New Year's Day;
2. The third Monday in January, Martin Luther King, Jr. Day;
3. February 12th, Lincoln's Birthday;
4. The third Monday in February, Presidents' Day;
5. The last Monday in May, Memorial Day;
6. July 4th, Independence Day;
7. The first Monday in September, Labor Day;
8. November 11th, Veterans Day;
9. The fourth Thursday in November, Thanksgiving Day;
10. The day following Thanksgiving Day;
11. December 24th, Christmas Eve Day; and
12. December 25th, Christmas Day

B. **Annual Holiday Schedule.** The annual holiday schedule shall be announced by the Director of Support Services, or his/her designee, prior to January of each year, but such announcement shall not alter any provision of this article.

C. **Maximum Holiday Hours.** Each holiday listed above shall be treated as the full-time equivalent of eight (8) hours. No employee shall be compensated more than once for each of the above listed holidays, (i.e., maximum of ninety-six [96] hours per year).

D. **Observed Holidays.** The official holidays listed above shall be treated as observed holidays when the following occur:

1. When an official holiday listed above falls on Sunday, Monday will be observed as the paid holiday.
2. When an official holiday listed above falls on a Saturday, the preceding Friday shall be observed as the paid holiday.

3. Should December 24th fall on a Friday, December 23rd shall be observed as the paid holiday.
4. Should December 25th fall on a Monday, December 26th shall be observed as the paid holiday.

**E. Work On An Official Holiday.**

1. A regular employee who does not work a five (5) day per week schedule with Saturdays and Sundays as normal days off and who works on an official holiday, as defined in Section A., shall earn holiday compensation at a rate of one and one-half (1-1/2) times the hours worked plus straight time pay for assigned regular hours worked plus straight time pay for assigned regular hours as full compensation for the official holiday. At employee's choice, the time and one-half (1-1/2) portion may be taken in pay or as Holiday Credit subject to the provisions of this article.
2. A regular employee who does not work a five (5) day per week schedule with Saturdays and Sundays as normal days off and who works a shift that overlaps part of an official holiday shall receive holiday compensation for the entire shift if the majority of hours worked (fifty percent [50%] or more) fall on the holiday, otherwise the employee shall receive no holiday compensation.

**F. Work on an Observed Holiday.** An employee working on an observed holiday shall not be eligible to receive time and one-half (1-1/2) holiday compensation unless that employee works a five (5) day per week schedule with Saturdays and Sundays as normal days off.

**G. Holiday Compensation.**

1. Those employees working a five (5) day per week schedule with Saturdays and Sundays as normal days off shall receive cash payment for eight (8) hours per holiday subject to the conditions of this article.
2. Those employees not working a five (5) day per week schedule with Saturdays and Sundays as normal days off whose normal day off falls on an official holiday shall receive eight (8) hours Holiday Credit.
3. Holiday Credit may be accumulated to a maximum of sixty (60) straight-time hours. Use of such time shall be treated as if it were CTO. An employee shall receive cash payment at the equivalent rate accrued in excess of sixty (60) hours. However, the Department Head may, upon the request of the employee and with the concurrence of the Director of Support Services, extend the limit on accrued holiday time.
4. An employee who does not work on the holiday must be in a paid status the working day before and the working day after the holiday to be eligible to receive credit for the holiday. An employee who is hired and commences working on the holiday

shall receive holiday compensation.

**13.2. SICK LEAVE.**

- A. **Accrual.** Regular full-time and part-time employees shall accrue .0462 hours of sick leave for each regularly scheduled hour in a paid status, excluding overtime hours worked.
- B. **Usage.** Paid sick leave can only be granted upon the recommendation of the Department Head in cases of bona fide illness, injury, or an appointment and/or treatment by an approved licensed medical practitioner, in the event of illness/medical appointments in the employee's immediate family. No paid sick leave may be taken prior to the completion of three (3) months of continuous service.
- C. **Sick Leave Usage in Lieu of Vacation.** An employee who becomes ill while on vacation leave and wishes to be placed on sick leave shall make such request to the Department Head immediately or as soon as possible. The Department Head shall then make a determination whether to approve such request based on the criteria normally utilized in approving sick leave.
- D. **Family Illness/Medical Appointments/Family Sick Leave.** Sick leave granted because of illness in the immediate family or because of scheduled doctor/dentist appointments for members of the immediate family shall normally be limited to fifty-six (56) working hours per calendar year for all incidents. Additional accrued sick leave can be authorized to be used for reasons held to be sufficient by the employee's Department Head. Immediate family means father, mother, spouse, registered domestic partner, son, daughter, sister or brother, grandparents, step grandparents, grandchildren, step parents, step children, foster children, step sisters, step brothers, step grandchildren, foster children, foster parents, or others as stipulated by law.
- E. **Verification of Illness.** Written verification by an approved licensed medical practitioner or other satisfactory proof of illness or family illness may be required at the discretion of the Department Head.

**13.3. SICK LEAVE RETENTION INCENTIVE PAYMENT.** Upon retirement or death, unused sick leave accrued by a unit member shall be paid off in accordance with the table below. Upon resignation, the employee shall become entitled to either a) a maximum payment of fifty percent (50%) of that provided under retirement or death, or b) the maximum provided non-management employees by the appropriate formula, whichever is greater.

Such payoff provisions are applicable whether or not a portion of the accrual was earned in a position other than that from which the employee is terminating.

<u>Years of Service</u>	<u>Percentage of Accrual Subject to Compensation</u>
5 through 9	20% of first 30 days, 10% of accrual balance
10 through 14	40% of first 60 days, 15% of accrual balance
15 through 19	60% of first 60 days, 30% of accrual balance
20 or more	80% of first 60 days, 45% of accrual balance

**13.4. SICK LEAVE ACCRUAL BALANCE AS AFFECTED BY LAYOFF.** At the time of layoff, an affected employee shall have the option to receive a sick leave payoff as provided for in section 13.3. If having elected such option and subsequently recalled, such employee shall not be eligible for sick leave accrual balance restoration, unless he/she repays to the County immediately upon return the full cash payoff amount received at the time of layoff.

**13.5. SICK LEAVE - CALPERS SERVICE CREDIT CONVERSION.** The County amended its CalPERS contract for miscellaneous employees to add the benefit whereby an employee may convert some or all of his/her accumulated but unused sick leave to CalPERS service credit upon retirement. This benefit shall be available for those persons in this unit. Any sick leave utilized for cash payment as provided in above shall not be available for such conversion.

**13.6. BEREAVEMENT LEAVE.**

- A. Regular full-time and regular part-time employees shall be entitled to bereavement leave without loss of pay or charge against sick leave up to a maximum of twenty-four (24) working hours for each non-concurrent death in the immediate family, including the immediate family of the spouse/registered domestic partner; provided however, that not more than two (2) additional working days chargeable against accumulated sick leave may be granted for reasons deemed sufficient by the Department Head; provided further that such leave with pay shall not be authorized for time expended in business or estate matters. Immediate family means husband, wife, father, mother, son, daughter, sister, brother, grandparent, or grandchild, step parent, step child, foster child, step sister, step brother, step grandparent, step grandchild, or registered domestic partner.
- B. **Verification of Bereavement Leave.** Satisfactory proof of death may be required at the discretion of the Department Head for any use of Bereavement Leave.

**13.7. JURY DUTY.**

- A. A regular employee who is required to serve on any grand jury or trial jury, or who reports for such jury duty but is not selected, shall be reimbursed for the difference between the pay (excluding mileage, food and lodging allowances) he/she receives as a juror and his/her straight time hourly or daily earnings, excluding shift differential, for time lost as a direct consequence of jury service, not to exceed eight (8) hours per day or forty (40) hours per week.
- B. If the employee elects to waive or remit to the County the fee for jury duty, no deduction will be made from his/her regular straight time earnings for time lost as a result of jury

service.

- C. For purposes of calculating overtime for the pay period in which jury duty occurs, such service shall be considered time worked.

### 13.8. **VACATION.**

- A. **Accrual.** Regular full-time and regular part-time employees paid on an hourly basis shall accrue the following hours vacation time for each paid regularly scheduled working hour not to exceed eighty (80) regularly scheduled working hours in any one pay period. An employee with a minimum of six (6) months of County service shall become eligible to use vacation up to the maximum time accrued as of the date such vacation is taken.

<u>Years of Continuous Service</u>	<u>Vacation Hours Accrued per Hour</u>	<u>Equivalent Days per Year</u>	<u>Maximum Hours Accrued</u>
0 through 3	.0385	10	160
4 through 9	.0577	15	240
10 through 15	.0654	17	272
16 and thereafter	.0769	20	320

### B. **Use of Vacation.**

1. It is County policy that employees take their accrued vacation each year at such time or times as may be approved by the Department Head, provided, however, that for reasons deemed sufficient by the Department Head, an employee may take less than the accrued vacation one year and a correspondingly longer vacation the following year. No employee shall be allowed paid vacation time off in excess of that accrued.
2. The maximum time limits for vacation accrual shall be extended by the appointing authority according to standards in the Personnel Rules.
3. All vacation hours lost by an employee as a result of exceeding the maximum vacation accrual limit will be put into the Vacation Donation Bank.
4. Employees shall not be permitted to use accumulated vacation time immediately preceding retirement for the purposes of extending their date of retirement by exhausting leave balances.

### C. **Payment for Vacation.**

1. **Upon Separation.** Any employee separating from County employment shall be paid off for any accrued but unused vacation. Any employee who is granted military leave of absence, other than temporary military leave for a period not exceeding six (6) months, shall be paid off for any accrued but unused vacation upon the written request from employee.

2. **Annual Payment.** Beginning in 2017 for the 2018 calendar year and going forward with each subsequent year, an employee may elect to receive payment for up to twenty (20) hours- in five (5) whole hour increments- of accrued vacation leave, ITSTO, or CTO so long as the following criteria are satisfied:

- Any employee utilizing this provision will be required to submit an irrevocable election through Employee Online by December 31<sup>st</sup> of the calendar year prior to the calendar year in which the accrued vacation leave, ITSTO, or CTO is to be cashed out.

Where an employee has properly elected an intent to cash out accrued vacation, ITSTO, or CTO in the applicable calendar year as noted above, the employee can choose any pay period(s) during the year to receive the elected cash out. All requests for cash out must be made through Employee Online by the due date listed for each pay period. All requests must be submitted in five (5) whole hour increments. All requests for a cash out will be limited to the number of hours elected the preceding calendar year less any cash outs already approved, and the actual current year accrued hours available at the time of the cash out.

By November 15 of each calendar year, the County shall issue a notice to those employees who have elected cash out and have cash out balances available.

If an employee who has elected cash out fails to request the elected cash out in the applicable year, the County will automatically cash out the designated amount up to the hours available to be paid on the final payday of that calendar year in the following order:

- 1.ITSTO
- 2.CTO
- 3.Vacation.

All annual cash out payments shall be at the base hourly rate only with no other add-on compensation included.

If an employee fails to submit an irrevocable election by December 31<sup>st</sup> of the calendar year prior to the calendar year in which the ITSTO, CTO or vacation would be cashed out, the employee will be deemed to have waived their right and will not be eligible to cash out any such leave in the following calendar year.

- D. **Working for County During Vacation.** No person shall be compensated for work for the County in any capacity during the time of his/her paid vacation, except as may be authorized by the appointing authority.

**13.9. ELECTIONS VOLUNTEER DUTY.**

- A. With Department Head approval, a County employee who qualifies as a volunteer, who volunteers and is accepted to work on a County-run election, and who works for the Entire Election Day, shall be released from his/her normal duty without loss of pay and benefits.
- B. As a volunteer, the employee is not eligible for overtime for such election work. The employee may, however, accept normal payment made to non-County employee election workers.

**ARTICLE 14. UNIFORMS AND ALLOWANCES FOR WORK RELATED EXPENSES**

**14.1. PUBLIC WORKS EMPLOYEES.** Supervisors who work in road maintenance, bridge maintenance, special crews, construction, inspection, materials laboratory, and survey crews: ten (10) shirts (in any combination of short and long sleeve), gloves, and, one (1) set of rain gear to be laundered by the employee. Employees performing equipment or vehicle maintenance duties shall receive one (1) laundered uniform per working day. In the alternative, County may provide uniform shirts to any or all of the above through a commercial service that would include laundering.

**14.2. PROBATION FOOD SERVICE SUPERVISOR - UNIFORMS.** The following clothing and equipment shall be provided and replaced as needed to employees working in the job classification of Probation Food Service Supervisor: three (3) shirts with department crest and other equipment or uniforms as the Chief Probation Officer deems necessary. Replacement shall be limited to those articles found by the Chief Probation Officer to be no longer serviceable by reason of use in the line of duty.

**14.3. COUNTY PROPERTY.** All uniforms and other equipment issued by the County for personal use by an employee shall remain County property.

**14.4. TOOL ALLOWANCE.** The County will provide a tool allowance of five- hundred dollars (\$500) per year of service (or the tool allowance amount received by a subordinate, if that amount is greater) paid with regular payroll in equal installments. If an employee is placed in unpaid status, the employee is not eligible to receive the installment. Such allowance is made with the understanding that each employee under this program shall be solely responsible for replacing or updating his/her own hand tools. Eligible employees are those who regularly perform maintenance and repair duties on County vehicles and/or stationary equipment and are assigned to Department of Public Works.

**14.5. BOOT ALLOWANCE.** The County will provide a boot allowance of one- hundred and fifty dollars (\$150) per year of service (or the boot allowance amount received by a subordinate, if that amount is greater) paid with regular payroll in equal installments. If an employee is placed in unpaid status, the employee is not eligible to receive the installment. Such allowance is made with the understanding that each employee under this program shall be solely responsible for his/her own safe footwear.



14.6. **PAYMENT FOR REQUIRED COMMERCIAL DRIVER'S LICENSE.** County will pay the fee for renewal of the Class A Driver's License for persons serving in job classifications for which that license is a condition of continued employment.

14.7. **REIMBURSEMENT FOR TRAVEL.** (Refer to Chapter 20 of the Personnel Rules, Travel and Other Expenses for the complete policy on meal and travel reimbursement.)

14.8. **SUPERVISING PUBLIC HEALTH NURSE LICENSURE EXPENSES.** The County shall pay for or reimburse an employee for the actual, reasonable and necessary costs of licensure as a Registered Nurse in the State of California.

#### ***ARTICLE 15. PROBATIONARY PERIOD***

15.1. **INITIAL PROBATION.** Upon initial appointment, all unit employees shall serve the equivalent of twelve (12) months of full-time service as a probationary period, during which time the employee may be dismissed without cause or right of appeal.

15.2. **RESTRICTION ON PROMOTIONS.** Only employees who have completed initial probation may be promoted to a higher job classification, except with Department Head and Director of Support Services approval for extraordinary reasons.

15.2. **PROMOTIONAL PROBATION.** Upon promotion to a job classification with a higher salary schedule, a unit employee shall serve the equivalent of twelve (12) months of full-time service as a probationary period, during which time the employee may be returned to his/her previous job classification without cause or right of appeal, provided the employee had successfully attained permanent status in the previous class.

15.3. **PROBATION ON TRANSFER OR DEMOTION.** For good cause shown, a Department Head may require a twelve (12) months probationary period (full-time equivalent) as a condition of appointment in cases of lateral transfer or demotion, voluntary or otherwise, from another department. During such probationary period, the employee may be dismissed without cause or right of appeal.

15.4. **EXTENSION OF PROBATIONARY PERIODS.** Any accumulated time absent during the probationary period for a period of more than five (5) working days shall serve to extend the employee's probationary period for the total period of absence. Probation shall not be extended for any other reason.

15.5. **REJECTION FROM PROBATION.** Rejection during a probationary period is not a disciplinary action. The decision to release an employee from probation must be approved by the Director of Support Services, or his/her designee, and County Counsel prior to release.

#### ***ARTICLE 16. DISCIPLINARY ACTION***

16.1. **GENERAL.** The tenure and status of every employee covered by this Agreement is conditioned on reasonable standards of personal conduct and satisfactory job performance. Failure

to meet such standards shall be grounds for appropriate disciplinary action. The procedures set forth in this article shall not apply to probationary employees who are rejected during probation, to casual workers, to any employee serving in a seasonal or temporary appointment, or to officers or employees in the unclassified service of the County. These procedures shall not apply to a reduction in force, or a reduction in pay which is part of a reclassification action or reorganization approved by the Board.

Any appointing authority, may initiate disciplinary action for cause. As used in this section, "appointing authority" shall mean an elected or appointed Department Head, or his/her designee, who initiates the disciplinary action. The procedures set forth in this article shall not preclude an employee from entering into a written agreement with the County to settle a pending disciplinary matter, and further shall not preclude an employee from waiving any of the notice provisions herein provided for, as part of that written settlement agreement.

**16.2. BASIS FOR DISCIPLINARY ACTION.** Disciplinary action, up to and including termination of employment may be taken against any employee for unsatisfactory performance or for misconduct including, but are not limited to, the following:

1. Absence without leave;
2. Misfeasance, malfeasance, nonfeasance or neglect of duty;
3. Incompetence;
4. Inefficiency;
5. Violation of any lawful or reasonable regulation or order made or given by a superior officer;
6. Negligent or willful damage to public property;
7. Waste or misuse of public supplies or equipment;
8. Discourteous treatment of members of the public or public officers or employees while on duty;
9. The unlawful manufacture, unlawful distribution, unlawful dispensing, unlawful possession or unlawful use of a controlled substance or alcohol intoxication while on duty, while operating a county vehicle or while in uniform. "Controlled substance" includes any substance described in sections 11054 et seq. of the Health and Safety Code;
10. Use of alcohol or controlled substances which interferes with the employee's ability to perform his or her duties;
11. Conviction of any criminal act involving moral turpitude;

12. Disorderly conduct while on duty, while attending any event related to employment, while using a County vehicle, while on County owned or leased property, or while in uniform;
13. Conduct unbecoming a County employee which indicates the employee is unfit to perform the employee's job functions while on duty, while attending any event related to employment, while using a County vehicle, while on County owned or leased property, or while in uniform;
14. Conduct unbecoming a County employee while off duty which by its inherent nature brings disrepute to the County or impairs its credibility with the public or other public agencies. This provision is not intended to limit an employee's constitutionally protected speech;
15. Dishonesty, including but not limited to falsifying official records, embezzlement or theft;
16. Fraud in obtaining County employment;
17. Violation of any of the provisions of the Personnel Rules or any rule, policy, or regulation adopted pursuant to this contract or law; and/or
18. Violation of the County's Sexual Harassment Policy.

16.3. **BASIS FOR OTHER TERMINATION FOR CAUSE.** Any employee covered by this Agreement can be terminated from County employment because of mental or physical inability to perform the essential functions of the employee's job, as determined by a medical or mental examination. Likewise, an employee who voluntarily quits employment through unauthorized absence of three work days or more shall be considered to have abandoned his/her position. Employees terminated under this section shall have the availability of only subsections 16.5 A, B, and C (introductory paragraph). (Not disciplinary in nature).

16.4 **TYPES OF DISCIPLINE.** The types of discipline recognized for purposes of applying one of the appeal procedures under this article are:

A. **Written Reprimand.** A reprimand, the details of which are committed to writing and is placed in the employee's personnel file. A written reprimand must be reviewed and approved by the Director of Support Services, or his/her designee, prior to being issued to an employee. An employee receiving a written reprimand may, within five (5) working days, appeal such action to the Department Head, or designee. Within five (5) working days thereafter, the Department Head, or designee shall respond to the employee in writing by either granting or denying the appeal. Such response shall be final.

B. **Intermediate Disciplinary Action: Suspension Without Pay, Demotion, or Reduction In Base Pay.** Proposed intermediate disciplinary actions must be reviewed and approved by the Director of Support Services, or his/her designee, and County Counsel prior to being

issued to an employee. An employee receiving a suspension without pay, demotion, or reduction in base pay shall be afforded the opportunity to clear him/herself through the notice and response provisions of Section 16.5.A. and B. below. Following a review of the proposed disciplinary action, the management representative shall issue a decision based upon the facts presented and the employee's response. If any proposed disciplinary action is to be implemented, the decision shall include the specific findings made against the employee, the effective date of the action, and reference to this article regarding possible further appeal of the decision.

If requested within five (5) working days following receipt of the management representative's decision; further appeal shall include: review by the County Director of Support Services, or his/her designee; referral to a Mediator from State Mediation and Conciliation Service if mutually agreed by the County and the employee's representative; and/or final presentation of the matter to the Board of Employee Appeals.

- C. **Severe Disciplinary Action.** Discharge. Proposed severe disciplinary actions must be reviewed and approved by the Director of Support Services, or his/her designee, and County Counsel prior to being issued to an employee. An employee whose employment is proposed to be terminated or termination for cause pursuant to section 16.3 above shall be afforded the procedural protections of section 16.5 below.

16.5. **APPEAL PROCEDURES.** The below-listed procedures shall be the exclusive means of appeal available to a disciplined employee, depending on the severity of discipline proposed. Disciplinary action may be taken prior to the completion of any of the listed appeals procedures.

- A. **Notice.** The employee shall be advised in writing of the proposed disciplinary action when such action is to result in demotion, suspension without pay, or discharge. The written statement shall contain:

1. A description of the events which necessitated the proposed disciplinary action;
2. A statement of the charges;
3. A statement of the proposed disciplinary action;
4. A copy of the materials, if any, upon which the proposed personnel action is based and notification that the employee may review or make copies of available materials, if any, which are too numerous to supply with the notice;
5. A statement of the employee's right to representation; and
6. Notification of the right of the employee to meet with the designated management representative or to submit in writing his/her response to the proposed action at [date and time of response meeting].

Director of Support Services, or his/her designee, and County Counsel. A copy of every notice shall be sent to the Director of Support Services and County Counsel. Upon mutual written agreement the response meeting may be delayed beyond the date set in section 6 above.

**B. Employee's Response.**

1. Since the purpose of the response meeting is to enable the County to avoid error in taking disciplinary action, any evidence within the knowledge of the employee, his/her representative or accessible to them which is not presented in this response meeting or otherwise presented to the Management Representative prior to his/her taking final action cannot be presented in any subsequent proceeding.
2. An employee's opportunity to respond to the designated management representative is not intended to be an adversary hearing. However, the employee may present the names of witnesses in support of his/her opposition to the proposed demotion, suspension, reduction in pay or discharge. The limited nature of this response does not obviate Management's authority to initiate further investigation if the employee's version of the facts raises doubts as to the accuracy of the initial information leading to the proposed discipline. The employee may be accompanied and represented by a person of his/her choice during the meeting.

**C. Management Representative's Decision.** Following a review of a proposed disciplinary action by the designated management representative, the latter shall cause to be served on the employee affected, by certified mail or personal delivery, a statement signed by him/her indicating, if applicable, the management representative's decision based on the employee's response and, if the proposed action is to be implemented, the specific findings made against the employee and the effective date of the action. Service by certified mail IS effective upon the Postal Service's final attempt to deliver the statement.

1. This statement shall clearly inform the employee that he/she, through the Association, has the right, within five (5) working days after receipt of this notice, to request in writing an appeal, and within ten working days thereafter to specify whether such appeal shall be before an Arbitrator in the manner set forth in section D. below or the Board of Employee Appeals pursuant to the Personnel Rules, to contest the action of the management representative. The request must be filed by the employee, through the Association with the Director of Support Services.
2. If, within the initial five (5) working day appeal period the employee, through the Association, does not file said appeal, the action of management representative shall be considered conclusive.

**D. Appeal of Discharge.** Employees who are discharged have the right to the following procedures in lieu of appeal to the Board of Employee Appeals. If, within the five (5) day appeal period, the employee, through the Association, files notice of appeal of discharge,

then a time for an appeal hearing before an Arbitrator shall be established which shall not be less than ten (10) days, nor more than sixty (60) days from the date of the filing of the appeal. All interested parties shall be notified in writing of the date, time, and place of hearing at least five (5) working days prior to the hearing. In addition to appealing to the Board of Employee Appeals or an appeal hearing before an Arbitrator, the County and the Association may jointly agree to schedule the matter for review by the Director of Support Services and/or mediation with a Mediator from the State Mediation and Conciliation Service (or another jointly agreed upon source). Such review and/or mediation would be scheduled prior to a hearing before the Arbitrator with the goal of resolving the issue prior to the formal hearing before the Arbitrator.

1. The Arbitrator shall be selected by requesting a list of nine (9) labor arbitrators from the State Mediation and Conciliation Service or the American Arbitration Association and following that organization's selection procedure.
2. All hearings shall be private; provided, however, that the appellant may request the hearing be open to the public.
3. The hearing shall be conducted in a manner most conducive to determinations of the truth. The Voluntary Labor Arbitration Rules promulgated by the American Arbitration Association shall be used by the Arbitrator as a guide in ruling on evidentiary matters.
4. Each party shall have the right to be represented by legal counsel or other person of his/her choice; to call and examine witnesses on any matter relevant to the issues; to introduce exhibits, to cross-examine opposing witnesses on any matter relevant to the issues even though such matter was not covered on direct examination; to impeach any witness regardless of which party first called him/her to testify; and to rebut the evidence against him/her. If the respondent does not testify in his/her own behalf, he/she may be called and examined as if under cross-examination. Every witness shall declare by oath or affirmation that s/he will testify truthfully.
5. The Arbitrator shall determine whether to sustain, reject, or modify the action discharging the employee.
6. Mutually incurred costs for the Arbitration procedure shall be divided equally between the County and the Association.
7. The jurisdiction and authority of the Arbitrator and his/her opinion and award shall be confined exclusively to deciding properly filed, timely appeals from Severe Disciplinary Action or other termination for cause as defined above. He/she shall have no authority to add to or detract from, alter, amend, or modify any provision of this Agreement; to impose on either party a limitation or obligation not explicitly provided for in this Agreement; or to establish or alter any wage rate or wage structure. The Arbitrator shall not hear or decide more than one (1) appeal in one

session without the mutual consent of the County and the Association.

The written award of the Arbitrator on the merits of any appeal adjudicated within his/her jurisdiction and authority shall be final and binding on the employee, the Association, and the County.

**16.6. SUMMARY SUSPENSION.** Prior to any disciplinary proceedings under this section, the appointing authority may summarily place any County employee on an immediate suspended status without pay. Such suspensions shall be made only in cases where the employee's continued active duty status might, in the sole opinion of the appointing authority, constitute a hazard to the employee or others, tend to bring the County service into discredit, or prolong acts or omissions of improper employee conduct. If the disciplinary action or suspension is not subsequently ordered and/or affirmed, the employee shall be reinstated in status and restored all pay and fringe benefits lost during such summary suspension.

**16.7. RIGHT TO REPRESENTATION.** An employee subject to a meeting or an investigation that may result in disciplinary action, a predisciplinary conference or an appeal hearing has the right to be represented by the Association, an employee representative or an attorney retained by the employee at the employee's expense.

#### ***ARTICLE 17. MISCELLANEOUS PROVISIONS***

**17.1. CONTRACTING OUT.** When the County elects to contract out work which is regularly performed by unit employees, and when such contract will result in a loss of regular County positions or a reduction in regular hours, the County will give reasonable notice of its decision to SCEA to afford an opportunity for prompt and timely discussion of the decision's impact on unit employees.

**17.2. WORK REASSIGNMENTS/LAYOFF PERIOD.** If a regular employee is laid off, the employee's duties shall not be assigned to or performed by a general assistance worker, inmate worker, or a community service worker for a period of one (1) year following the effective date of lay off.

**17.3. JOINT ISSUES FORUM.** A member of the Unit and its paid representative will be invited to attend periodic meetings of the Joint Issues Forum during which County representatives and representatives of each bargaining unit will discuss items of common interest to the County and all employee groups. Meetings of this Forum are not to be construed as meet and confer sessions.

**17.4. REEMPLOYMENT AFTER LAYOFF.** Any employee holding regular status with the County and who is laid off and then subsequently re-employed in a different regular County position within three (3) months of layoff will not lose County seniority for purposes of layoff, vacation accrual, CalPERS contribution status, medical and dental coverage. However, time between layoff and re-employment shall not count toward seniority.

**17.5. LEAVES OF ABSENCE WITHOUT PAY.** (Per the Personnel Rules, Chapter 14- Leaves of Absence.) A Leave of Absence shall be limited to a maximum twelve (12) months and requires the approval of the Director of Support Services. A leave without pay shall not extend beyond twelve (12) months except in cases to comply with external legal requirements such as for medical or disability accommodation.

**17.6. ALCOHOL-FREE AND DRUG-FREE WORKPLACE POLICY.** County has implemented an Alcohol Free and Drug Free Policy in the Sheriff's Office which augments the normal County policy with regard to those subjects. With respect to those employees represented by SCEA, such policy may not further burden the employees nor further intrude on their privacy beyond that which was agreed in bargaining without further negotiations with SCEA. A copy of the policy is available from the Sheriff's Office. Nothing in this section shall make the operation of such policy "grievable" under article 18.

## ***ARTICLE 18. GRIEVANCE PROCEDURE***

### **18.1. DEFINITIONS.**

- A. **Grievance.** A grievance is a claimed violation, misapplication, misinterpretation of a specific provision of this Agreement or one (1) of the policies listed in Chapter 9 of the Personnel Rules which adversely affects the grievant.

Disciplinary actions, performance evaluations, preambles, purpose clauses and the exercise or lack of exercise of County Rights shall not be grievable, nor shall any complaint be grievable for which a separate appeal process is established.

- B. **Grievant.** A grievant is an employee covered by the Agreement who is filing a grievance as defined above. Individual grievances with alleged violations, misapplication, or misinterpretations affecting more than one employee in a substantially similar manner may be consolidated at the discretion of management as a group grievance and shall thereafter be represented by a single grievant.

**18.2. INFORMAL RESOLUTION.** Within twenty (20) days from the event giving rise to a grievance or from the date the employee could reasonably have been expected to have had knowledge of such event, the grievant shall orally discuss his/her grievance with his/her immediate supervisor. The supervisor shall have seven (7) days within which to respond. If the employee is dissatisfied with the response to his/her complaint, or if he/she receives no response, the complaint may, within fourteen (14) days after the supervisor's response was due, be formally submitted as a grievance in accordance with the following procedure.

### **18.3. FORMAL PROCESS.**

- A. **Step 1:** If a grievant is not satisfied with the resolution proposed at the informal level, he/she may within fourteen (14) days after the supervisor's response was due file a formal written grievance with his/her manager on a form provided by the County Personnel Office



containing a statement describing the grievance, the section of this Agreement allegedly violated, and remedy requested. The manager, or his/her designee shall, within seven (7) days have a meeting with the grievant and within seven (7) days thereafter give a written answer to the grievant.

- B. **Step 2:** If the grievant is not satisfied with the written answer from his/her manager, the grievant may, within seven (7) days from the receipt of such answer, file a written appeal to the Department Head. Within fourteen (14) days of receipt of the written appeal, the Department Head, or his/her designee, shall investigate the grievance which may include a meeting with the concerned parties and, thereafter give written answer to the grievant within seven (7) days.
- C. **Step 3:** If the grievant is not satisfied with the written answer from the Department Head, the grievant may, within seven (7) days from the receipt of such answer, file a written appeal to the Grievance Board. The Grievance Board shall review, investigate and hear the grievance, and render its written decision within twenty-one (21) days of receipt of the employee's appeal. The majority decision of the Board shall be final and binding, subject to ratification by the Board of Supervisors only if said decision mandates a capital expenditure or significant, unbudgeted expenditure. In those instances, actions by the Board of Supervisors may include modifications or reversals. In addition to appealing to the Grievance Board, the County and the Association may jointly agree to schedule the matter for mediation with a Mediator from the State Mediation and Conciliation Service (or another jointly agreed upon source). Such mediation would be scheduled prior to a hearing before the Grievance Board with the goal of resolving the issue prior to the formal hearing before the Grievance Board.

#### 18.4. **GRIEVANCE BOARD.**

- A. The Grievance Board shall consist of three (3) members as follows, which shall all serve as neutrals:
  - 1. A Department Head or assistant Department Head of a County department other than that in which the aggrieved employee is assigned, to be appointed by the CEO;
  - 2. A County employee represented and designated by the Association; and
  - 3. The Director of Support Services, or his/her designee, who shall serve as chairperson.
- B. The Association designee shall be granted release time to participate in the activities of the Grievance Board.

#### 18.5. **GENERAL PROVISIONS.**

- A. If a grievant fails to carry his/her grievance forward to the next level within the prescribed time period, the grievance shall be considered settled based upon the decision rendered at

the most recent step utilized.

- B. If a manager fails to respond with an answer within the given time period, the grievant may appeal his/her grievance to the next higher level as if a negative response had been received on the final day for the decision.
- C. The grievant may be represented by a person of his/her choice at any formal level of this procedure.
- D. Prior to or during the steps of the grievance procedure, the grievant or his/her representative, supervisor(s), or Department Head may consult with the Director of Support Services.
- E. Time limits and formal steps may be waived by mutual written consent of the parties.
- F. Proof of service shall be accomplished by certified mail or personal service.
- G. The Personnel Office shall serve as the repository for all grievances filed, regardless of the step in the procedure at which each is resolved. A copy of all grievances, written replies, appeals, decisions and other supportive material should be submitted to the Personnel Office.

18.6. **COMPLAINT PROCEDURE.** An employee may bring non-grievable items to the attention of the Department Head by memo through the department's chain of command. Should the employee feel the issue is unresolved at that level he or she may bring it to the Director of Support Services for consideration and final decision.

## ***ARTICLE 19. PEACEFUL PERFORMANCE***

### **19.1. NO STRIKES OR LOCKOUTS.**

- A. During the term of this Agreement, neither the Association nor its agents, or any employees, individually or collectively, shall call, sanction, support or participate in any strike, work stoppage, picketing, sit-down, slowdown, or any refusal to enter the Employer's premises, or any other interference with any of the Employer's services or operations, or with movement or transportation of persons or goods to or from the Employer's premises. The Employer shall not engage in a lockout or any other deprivation of work as a means of obtaining the Association's or its members' agreement to a change in working conditions.
- B. The prohibitions of this section shall apply whether or not (i) the dispute giving rise to the prohibited conduct is subject to any dispute resolution procedure provided under this Agreement, (ii) such conduct is in support of or in sympathy with a work stoppage or picketing conducted by the Association, any other labor organization, or any other group of employees, or (iii) such conduct is for any other reason, including but not limited to protest of an alleged violation of any state or federal law, political protest, civil rights

protests, consumer protest, or environmental protest. However, picketing with respect to issues in (iii) above for the sole purpose of providing information to the public is permissible, provided that the picket signs clearly state that the picketing is informational only.

- C. If any conduct prohibited by this section occurs, the Association shall immediately make every reasonable effort to terminate such conduct. If the Association makes such an effort to terminate, and does not in any way encourage any of the activities prohibited by this section, which were not instigated by the Association or its staff, the Association will not be liable for damages to the Employer caused by such activities.

19.2. **DISCIPLINE.** Any employee who participates in any activity prohibited by section 19.1 of this article shall be subject to discharge or any lesser discipline as the Employer shall determine. Such discharge or discipline shall be subject to article 16, Disciplinary Action.

19.3. **REMEDIES FOR BREACH.** The Employer and the Association shall be entitled to seek all appropriate remedies, including but not limited to injunctive relief and damages, if Section 19.1 of this article is violated, without prior resort to any dispute resolution procedure provided under this Agreement, and whether or not the dispute giving rise to the conduct which violates such Section is subject to such procedures.

## ***ARTICLE 20. PERSONNEL RULES***

20.1. Additional rules, regulations, policies and general working conditions governing employment for employees covered by this Agreement are set forth in the County Personnel Rules.

20.2. If during the term of this Agreement the County desires to amend the following provisions of the Personnel Rules the County shall give notice to the Association and provide an opportunity to meet and confer on any proposed substantive changes. Should the Association choose to meet and confer, it shall notify the County within five (5) days of receipt of the County's notice. Representatives of the County and the Association shall meet and confer in a timely manner. If an agreement is not reached the County reserves the right to unilaterally implement in accordance with the law.

20.3. The following provisions of the Personnel Rules are covered by this article:

1. Voluntary Time Off Without Pay;
2. Leaves of Absence;
3. Drug/Alcohol Testing Policy;
4. Salary administration provisions dealing with merit steps; salary on promotion; reclassification; transfer and demotion; and anniversary dates; and
5. Layoff Provisions.

20.4. The above provisions which are contained in the County Personnel Rules are the proper subject of the Grievance Procedure.

**ARTICLE 21. FULL UNDERSTANDING, MODIFICATION AND WAIVER**

21.1. **FULL UNDERSTANDING.** It is intended that this Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein and all other topics subject to bargaining, and therefore any other prior or existing understanding or Agreement by the parties, whether formal or informal, written or unwritten, regarding such matters is hereby superseded or terminated in their entirety.

21.2. **NO INTERIM BARGAINING.**

- A. It is agreed and understood that during the negotiations which culminated in this Agreement each party enjoyed and exercised without restraint, except as provided by law, the right and opportunity to make demands and proposals or counter-proposals with respect to any matter subject to bargaining and that the understandings and agreements arrived at after the exercise of that right are set forth in this Agreement. Except as may be otherwise provided herein, matters agreed to in this Agreement shall remain in full force and effect for the term of this Agreement.
- B. Except as specifically provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required to negotiate with respect to any subject or matter covered herein or with respect to any other matters within the scope of representation during the term of this Agreement.

21.3. **MODIFICATION.**

- A. Any agreement, alteration, understanding, waiver or modification of any of the terms or provisions contained in this Agreement shall not be binding on the parties unless made and signed in writing by all of the parties to this Agreement, and if required, approved and implemented by the Board.
- B. In the event any new practice, subject or matter arises during the term of this Agreement that is within the scope of meet and confer, and an action is proposed by the County, the Association shall be afforded all possible advance notice and shall have the right to meet and confer upon request. In the absence of an agreement on such a proposed action, the County reserves the right to take necessary action in accordance with provisions of the law.

21.4. **WAIVER.** The waiver of any breach, term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

21.5. **CONTROLLING AUTHORITY.** This Memorandum of Understanding shall supersede any documents unilaterally adopted by the County where conflicts exist regarding a subject covered herein.

21.6. **SAVINGS PROVISION.** If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, or if there are any statutory or regulatory changes affecting this Agreement, then such provisions shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions shall continue in full force and effect. Notwithstanding this article, should a provision or application be deemed invalid by a court of competent jurisdiction or as the result of a statutory or regulatory change, the parties shall, upon written request of either party, meet not later than thirty (30) days after such court or legislative change to renegotiate the provision or provisions so affected.

FOR THE COUNTY OF SHASTA:

FOR SHASTA COUNTY EMPLOYEES  
ASSOCIATION:

---

Gage Dungy, Chief Negotiator

---

Steve Allen, Chief Negotiator

---

Angela Davis, Director of Support Services

---

Jack Ball, President

---

Shelley Forbes, Team Member

---

Rod Delfer, Vice President

---

Kari Hallstrom, Team Member

---

Phil Crawford, Team Member

---

Robin Bostain, Secretary

---

Stewart Buetell, Treasurer

---

Date

<b>ATTACHMENT A</b>			
<b>SCEA BARGAINING UNIT SALARY FOR MOU TERM</b>			
<b>Job Title</b>	<b>Range</b>	Current as of Pay Period 09/02/2018	
		<b>Monthly A</b>	<b>Monthly F</b>
ACCOUNT CLERK SUPERVISOR	422	3070	3918
ADMIN SECRETARY II/SUPVR	422	3070	3918
CHIEF DEPUTY PUBLIC GUARDIAN	484	4154	5302
CHIEF PUBLIC HLTH MICROBIOLOG	561	6048	7720
CLAIMS SUPERVISOR	455	3606	4602
CLERK/ELECTIONS SUPERVISOR	421	3055	3899
CLINICAL PROGRAM COORDINATOR	572	6382	8147
COMMUNITY DEVELOPMENT COORD	514	4809	6138
CUSTODIAL SUPERVISOR	422	3070	3918
DEPUTY PUBLIC ADMINISTRATOR	484	4154	5302
ELIGIBILITY SUPERVISOR	455	3606	4602
EMPLOYMENT & TRNG WORKER SUPVR	469	3861	4928
EMPLOYMENT SERVICES COORD	484	4154	5302
EMPLOYMENT SERVICES SUPERVISOR	433	3239	4134
EPIDEMIOLOGY & EVAL SUPVR	514	4809	6138
FIRE MARSHAL (NON SWORN)	534	5302	6767
FLEET MANAGEMENT SUPERVISOR	470	3880	4952
HOUSING SUPERVISOR	474	3957	5050
IT SUPERVISOR	545	5595	7140
LEGAL SECRETARY/SUPVR	422	3070	3918
LEGAL SERVICES SUPERVISOR	422	3070	3918
MAINTENANCE SUPERVISOR	492	4320	5513
MCAH COORDINATOR	549	5704	7281
MENTAL HLTH BUSINESS OFF SUPVR	422	3070	3918
MENTAL HLTH MEDICAL RCDS SUPVR	422	3070	3918
OFFICE ASSISTANT SUPERVISOR	422	3070	3918
PROJECT INTEGRATION SUPERVISOR	523	5025	6413
PUBLIC HLTH CLINIC SERVS COORD	469	3861	4928
SENIOR STAFF SERVICES ANALYST	474	3957	5050
SENIOR SUPRVSG AUDITOR APP	506	4625	5904
SENIOR SUPRVSG REAL PROP APP	506	4625	5904
SENIOR VICTIM ADVOCATE	471	3899	4976
SHERIFF'S CIVIL SUPERVISOR	417	2996	3824
SHERIFF'S RECORDS SUPERVISOR	431	3207	4094
SOCIAL WORKER SUPERVISOR I	469	3861	4928
SOCIAL WORKER SUPERVISOR II	509	4693	5990
SUPRVSG ACCOUNTANT	503	4558	5817
SUPRVSG ASSESSOR/RECORDER CLK	423	3085	3937
SUPRVSG CHILD SUPP SPECIALIST	443	3401	4341
SUPRVSG COMM ED SPECIALIST	514	4809	6138
SUPRVSG CRAFTS WORKER	479	4054	5174
SUPRVSG PUBLIC HEALTH NURSE	555	5874	7497
SUPRVSG PUBLIC HEALTH NUTRIT	528	5149	6572

<b>ATTACHMENT A</b>			
<b>SCEA BARGAINING UNIT SALARY FOR MOU TERM</b>			
<b>Job Title</b>	<b>Range</b>	Current as of Pay Period 09/02/2018	
		<b>Monthly A</b>	<b>Monthly F</b>
SUPRVSG STAFF SERVICES ANALYST	474	3957	5050
THERAPIST SUPERVISOR	579	6604	8429
UTILITY OPERATIONS SUPT	521	4976	6351
VOCATIONAL COUNSELOR SUPVR	494	4362	5567
WELFARE COLLECTION OFFICER	455	3606	4602

<b>ATTACHMENT B</b>			
<b>SCEA BARGAINING UNIT SALARY FOR MOU TERM</b>			
<b>Job Title</b>	<b>Range</b>	Beginning with Pay Period 09/16/2018	
		<b>Monthly A</b>	<b>Monthly F</b>
ACCOUNT CLERK SUPERVISOR	422	3146	4016
ADMIN SECRETARY II/SUPVR	422	3146	4016
CHIEF DEPUTY PUBLIC GUARDIAN	484	4258	5435
CHIEF PUBLIC HLTH MICROBIOLOG	561	6200	7913
CLAIMS SUPERVISOR	455	3696	4717
CLERK/ELECTIONS SUPERVISOR	421	3131	3996
CLINICAL PROGRAM COORDINATOR	572	6542	8350
COMMUNITY DEVELOPMENT COORD	514	4930	6292
CUSTODIAL SUPERVISOR	422	3146	4016
DEPUTY PUBLIC ADMINISTRATOR	484	4258	5435
ELIGIBILITY SUPERVISOR	455	3696	4717
EMPLOYMENT & TRNG WORKER SUPVR	469	3958	5051
EMPLOYMENT SERVICES COORD	484	4258	5435
EMPLOYMENT SERVICES SUPERVISOR	433	3320	4237
EPIDEMIOLOGY & EVAL SUPVR	514	4930	6292
FIRE MARSHAL (NON SWORN)	534	5435	6937
FLEET MANAGEMENT SUPERVISOR	470	3977	5076
HOUSING SUPERVISOR	474	4056	5176
IT SUPERVISOR	545	5735	7319
LEGAL SECRETARY/SUPVR	422	3146	4016
LEGAL SERVICES SUPERVISOR	422	3146	4016
MAINTENANCE SUPERVISOR	492	4428	5651
MCAH COORDINATOR	549	5847	7463
MENTAL HLTH BUSINESS OFF SUPVR	422	3146	4016
MENTAL HLTH MEDICAL RCDS SUPVR	422	3146	4016
OFFICE ASSISTANT SUPERVISOR	422	3146	4016
PROJECT INTEGRATION SUPERVISOR	523	5151	6574
PUBLIC HLTH CLINIC SERVS COORD	469	3958	5051
SENIOR STAFF SERVICES ANALYST	474	4056	5176
SENIOR SUPRVSG AUDITOR APP	506	4741	6051
SENIOR SUPRVSG REAL PROP APP	506	4741	6051
SENIOR VICTIM ADVOCATE	471	3996	5100
SHERIFF'S CIVIL SUPERVISOR	417	3071	3919
SHERIFF'S RECORDS SUPERVISOR	431	3288	4196
SOCIAL WORKER SUPERVISOR I	469	3958	5051
SOCIAL WORKER SUPERVISOR II	509	4811	6140
SUPRVSG ACCOUNTANT	503	4672	5962
SUPRVSG ASSESSOR/RECORDER CLK	423	3162	4036
SUPRVSG CHILD SUPP SPECIALIST	443	3486	4449
SUPRVSG COMM ED SPECIALIST	514	4930	6292
SUPRVSG CRAFTS WORKER	479	4155	5304
SUPRVSG PUBLIC HEALTH NURSE	555	6021	7685
SUPRVSG PUBLIC HEALTH NUTRIT	528	5278	6737



<b>ATTACHMENT B</b>			
<b>SCEA BARGAINING UNIT SALARY FOR MOU TERM</b>			
<b>Job Title</b>	<b>Range</b>	Beginning with Pay Period 09/16/2018	
		<b>Monthly A</b>	<b>Monthly F</b>
SUPRVSG STAFF SERVICES ANALYST	474	4056	5176
THERAPIST SUPERVISOR	579	6769	8640
UTILITY OPERATIONS SUPT	521	5100	6510
VOCATIONAL COUNSELOR SUPVR	494	4471	5707
WELFARE COLLECTION OFFICER	455	3696	4717

<b>ATTACHMENT C</b>			
<b>SCEA BARGAINING UNIT SALARY FOR MOU TERM</b>			
<b>Job Title</b>	<b>Range</b>	Beginning with Pay Period 07/07/2019	
		<b>Monthly A</b>	<b>Monthly F</b>
ACCOUNT CLERK SUPERVISOR	422	3225	4116
ADMIN SECRETARY II/SUPVR	422	3225	4116
CHIEF DEPUTY PUBLIC GUARDIAN	484	4364	5571
CHIEF PUBLIC HLTH MICROBIOLOG	561	6355	8111
CLAIMS SUPERVISOR	455	3789	4835
CLERK/ELECTIONS SUPERVISOR	421	3209	4096
CLINICAL PROGRAM COORDINATOR	572	6706	8559
COMMUNITY DEVELOPMENT COORD	514	5053	6449
CUSTODIAL SUPERVISOR	422	3225	4116
DEPUTY PUBLIC ADMINISTRATOR	484	4364	5571
ELIGIBILITY SUPERVISOR	455	3789	4835
EMPLOYMENT & TRNG WORKER SUPVR	469	4057	5177
EMPLOYMENT SERVICES COORD	484	4364	5571
EMPLOYMENT SERVICES SUPERVISOR	433	3403	4343
EPIDEMIOLOGY & EVAL SUPVR	514	5053	6449
FIRE MARSHAL (NON SWORN)	534	5571	7110
FLEET MANAGEMENT SUPERVISOR	470	4076	5203
HOUSING SUPERVISOR	474	4157	5306
IT SUPERVISOR	545	5878	7502
LEGAL SECRETARY/SUPVR	422	3225	4116
LEGAL SERVICES SUPERVISOR	422	3225	4116
MAINTENANCE SUPERVISOR	492	4539	5793
MCAH COORDINATOR	549	5993	7650
MENTAL HLTH BUSINESS OFF SUPVR	422	3225	4116
MENTAL HLTH MEDICAL RCDS SUPVR	422	3225	4116
OFFICE ASSISTANT SUPERVISOR	422	3225	4116
PROJECT INTEGRATION SUPERVISOR	523	5279	6738
PUBLIC HLTH CLINIC SERVS COORD	469	4057	5177
SENIOR STAFF SERVICES ANALYST	474	4157	5306
SENIOR SUPRVSG AUDITOR APP	506	4859	6202
SENIOR SUPRVSG REAL PROP APP	506	4859	6202
SENIOR VICTIM ADVOCATE	471	4096	5228
SHERIFF'S CIVIL SUPERVISOR	417	3147	4017
SHERIFF'S RECORDS SUPERVISOR	431	3370	4301
SOCIAL WORKER SUPERVISOR I	469	4057	5177
SOCIAL WORKER SUPERVISOR II	509	4931	6293
SUPRVSG ACCOUNTANT	503	4789	6112
SUPRVSG ASSESSOR/RECORDER CLK	423	3241	4136
SUPRVSG CHILD SUPP SPECIALIST	443	3573	4560
SUPRVSG COMM ED SPECIALIST	514	5053	6449
SUPRVSG CRAFTS WORKER	479	4259	5436
SUPRVSG PUBLIC HEALTH NURSE	555	6172	7877
SUPRVSG PUBLIC HEALTH NUTRIT	528	5410	6905

<b>ATTACHMENT C</b>			
<b>SCEA BARGAINING UNIT SALARY FOR MOU TERM</b>			
<b>Job Title</b>	<b>Range</b>	Beginning with Pay Period 07/07/2019	
		<b>Monthly A</b>	<b>Monthly F</b>
SUPRVSG STAFF SERVICES ANALYST	474	4157	5306
THERAPIST SUPERVISOR	579	6938	8856
UTILITY OPERATIONS SUPT	521	5228	6673
VOCATIONAL COUNSELOR SUPVR	494	4583	5849
WELFARE COLLECTION OFFICER	455	3789	4835

<b>ATTACHMENT D</b>			
<b>SCEA BARGAINING UNIT SALARY FOR MOU TERM</b>			
<b>Job Title</b>	<b>Range</b>	Beginning with Pay Period 07/05/2020	
		<b>Monthly A</b>	<b>Monthly F</b>
ACCOUNT CLERK SUPERVISOR	422	3290	4199
ADMIN SECRETARY II/SUPVR	422	3290	4199
CHIEF DEPUTY PUBLIC GUARDIAN	484	4452	5682
CHIEF PUBLIC HLTH MICROBIOLOG	561	6482	8273
CLAIMS SUPERVISOR	455	3864	4932
CLERK/ELECTIONS SUPERVISOR	421	3274	4178
CLINICAL PROGRAM COORDINATOR	572	6840	8730
COMMUNITY DEVELOPMENT COORD	514	5154	6578
CUSTODIAL SUPERVISOR	422	3290	4199
DEPUTY PUBLIC ADMINISTRATOR	484	4452	5682
ELIGIBILITY SUPERVISOR	455	3864	4932
EMPLOYMENT & TRNG WORKER SUPVR	469	4138	5281
EMPLOYMENT SERVICES COORD	484	4452	5682
EMPLOYMENT SERVICES SUPERVISOR	433	3471	4430
EPIDEMIOLOGY & EVAL SUPVR	514	5154	6578
FIRE MARSHAL (NON SWORN)	534	5682	7252
FLEET MANAGEMENT SUPERVISOR	470	4158	5307
HOUSING SUPERVISOR	474	4240	5412
IT SUPERVISOR	545	5995	7652
LEGAL SECRETARY/SUPVR	422	3290	4199
LEGAL SERVICES SUPERVISOR	422	3290	4199
MAINTENANCE SUPERVISOR	492	4629	5908
MCAH COORDINATOR	549	6113	7803
MENTAL HLTH BUSINESS OFF SUPVR	422	3290	4199
MENTAL HLTH MEDICAL RCDS SUPVR	422	3290	4199
OFFICE ASSISTANT SUPERVISOR	422	3290	4199
PROJECT INTEGRATION SUPERVISOR	523	5385	6873
PUBLIC HLTH CLINIC SERVS COORD	469	4138	5281
SENIOR STAFF SERVICES ANALYST	474	4240	5412
SENIOR SUPRVSG AUDITOR APP	506	4956	6326
SENIOR SUPRVSG REAL PROP APP	506	4956	6326
SENIOR VICTIM ADVOCATE	471	4178	5333
SHERIFF'S CIVIL SUPERVISOR	417	3210	4097
SHERIFF'S RECORDS SUPERVISOR	431	3437	4387
SOCIAL WORKER SUPERVISOR I	469	4138	5281
SOCIAL WORKER SUPERVISOR II	509	5029	6419
SUPRVSG ACCOUNTANT	503	4884	6234
SUPRVSG ASSESSOR/RECORDER CLK	423	3306	4219
SUPRVSG CHILD SUPP SPECIALIST	443	3645	4652
SUPRVSG COMM ED SPECIALIST	514	5154	6578
SUPRVSG CRAFTS WORKER	479	4344	5545
SUPRVSG PUBLIC HEALTH NURSE	555	6295	8034
SUPRVSG PUBLIC HEALTH NUTRIT	528	5518	7043

<b>ATTACHMENT D</b>			
<b>SCEA BARGAINING UNIT SALARY FOR MOU TERM</b>			
<b>Job Title</b>	<b>Range</b>	Beginning with Pay Period 07/05/2020	
		<b>Monthly A</b>	<b>Monthly F</b>
SUPRVSG STAFF SERVICES ANALYST	474	4240	5412
THERAPIST SUPERVISOR	579	7077	9033
UTILITY OPERATIONS SUPT	521	5333	6806
VOCATIONAL COUNSELOR SUPVR	494	4675	5966
WELFARE COLLECTION OFFICER	455	3864	4932

**SALARY RESOLUTION NO.****A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SHASTA  
AMENDING THE SHASTA COUNTY SALARY SCHEDULE**

**BE IT RESOLVED** that effective September 16, 2018 the following amendments are made to the Shasta County Position Allocation List for positions in County service:

**CLASSIFIED**

<u>Footnotes</u>	<u>Classification Title</u>	<u>Schedule</u>	<u>Range</u>	<u>Approx. Monthly A Step</u>	<u>Equiv. Salary F Step</u>
<b><u>FROM</u></b>					
31, 51, 60	ACCOUNT CLERK SUPERVISOR	SUPV	422	3070	3918
31, 51	ADMIN SECRETARY II/SUPVR	SUPV	422	3070	3918
31, 51, 60	CHIEF DEPUTY PUBLIC GUARDIAN	SUPV	484	4154	5302
31,51	CHIEF PUBLIC HLTH MICROBIOLOG	SUPV	561	6048	7720
31,51	CLAIMS SUPERVISOR	SUPV	455	3606	4602
31,51	CLERK/ELECTIONS SUPERVISOR	SUPV	421	3055	3899
23,31,51	CLINICAL PROGRAM COORDINATOR	SUPV	572	6382	8147
31,51	COMMUNITY DEVELOPMENT COORD	SUPV	514	4809	6138
31,51	CUSTODIAL SUPERVISOR	SUPV	422	3070	3918
	DEPUTY PUBLIC ADMINISTRATOR	SUPV	484	4154	5302
31,51,60	ELIGIBILITY SUPERVISOR	SUPV	455	3606	4602
31,51;60	EMPLOYMENT & TRNG WORKER SUPVR	SUPV	469	3861	4928
31,51	EMPLOYMENT SERVICES COORD	SUPV	484	4154	5302
31,51	EMPLOYMENT SERVICES SUPERVISOR	SUPV	433	3239	4134
31,51	EPIDEMIOLOGY & EVAL SUPVR	SUPV	514	4809	6138
31,51	FIRE MARSHAL (NON SWORN)	SUPV	534	5302	6767
31,51	FLEET MANAGEMENT SUPERVISOR	SUPV	470	3880	4952
31,51	HOUSING SUPERVISOR	SUPV	474	3957	5050
31,51	IT SUPERVISOR	SUPV	545	5595	7140
31,51	LEGAL SECRETARY/SUPVR	SUPV	422	3070	3918
31,51	LEGAL SERVICES SUPERVISOR	SUPV	422	3070	3918
14,29,31,51,6 1	MAINTENANCE SUPERVISOR	SUPV	492	4320	5513
31,51	MCAH COORDINATOR	SUPV	549	5704	7281
31,51	MENTAL HLTH BUSINESS OFF SUPVR	SUPV	422	3070	3918
17,31,60	MENTAL HLTH MEDICAL RCDS SUPVR	SUPV	422	3070	3918
31,51,60	OFFICE ASSISTANT SUPERVISOR	SUPV	422	3070	3918
31,51	PROJECT INTEGRATION SUPERVISOR	SUPV	523	5025	6413
31,51	PUBLIC HLTH CLINIC SERVS COORD	SUPV	469	3861	4928
31,51,60	SENIOR STAFF SERVICES ANALYST	SUPV	474	3957	5050
31,51	SENIOR SUPRVSG AUDITOR APP	SUPV	506	4625	5904

Salary Resolution  
September 11, 2018  
Page 2 of 9

<u>Footnotes</u>	<u>Classification Title</u>	<u>Schedule</u>	<u>Range</u>	<u>Approx. Monthly A Step</u>	<u>Equiv. Salary F Step</u>
31,51	SENIOR SUPRVSG REAL PROP APP	SUPV	506	4625	5904
31,51	SENIOR VICTIM ADVOCATE	SUPV	471	3899	4976
	SHERIFF'S CIVIL SUPERVISOR	SUPV	417	2996	3824
31,51	SHERIFF'S RECORDS SUPERVISOR	SUPV	431	3207	4094
31,51,60	SOCIAL WORKER SUPERVISOR I	SUPV	469	3861	4928
31,51,60	SOCIAL WORKER SUPERVISOR II	SUPV	509	4693	5990
31,51	SUPRVSG ACCOUNTANT	SUPV	503	4558	5817
31,51	SUPRVSG ASSESSOR/RECORDER CLK	SUPV	423	3085	3937
31,51,60	SUPRVSG CHILD SUPP SPECIALIST	SUPV	443	3401	4341
31,51	SUPRVSG COMM ED SPECIALIST	SUPV	514	4809	6138
13,31,48,51	SUPRVSG CRAFTS WORKER	SUPV	479	4054	5174
31,51	SUPRVSG PUBLIC HEALTH NURSE	SUPV	555	5874	7497
31,51	SUPRVSG PUBLIC HEALTH NUTRIT	SUPV	528	5149	6572
31,51,60	SUPRVSG STAFF SERVICES ANALYST	SUPV	474	3957	5050
31,51	THERAPIST SUPERVISOR	SUPV	579	6604	8429
31,51	UTILITY OPERATIONS SUPT	SUPV	521	4976	6351
31,51,60	VOCATIONAL COUNSELOR SUPVR	SUPV	494	4362	5567
31,51,60	WELFARE COLLECTION OFFICER	SUPV	455	3606	4602

**TO**

31, 51, 60	ACCOUNT CLERK SUPERVISOR	SUPV	422	3146	4016
31, 51	ADMIN SECRETARY II/SUPVR	SUPV	422	3146	4016
31, 51, 60	CHIEF DEPUTY PUBLIC GUARDIAN	SUPV	484	4258	5435
31,51	CHIEF PUBLIC HLTH MICROBIOLOG	SUPV	561	6200	7913
31,51	CLAIMS SUPERVISOR	SUPV	455	3696	4717
31,51	CLERK/ELECTIONS SUPERVISOR	SUPV	421	3131	3996
23,31,51	CLINICAL PROGRAM COORDINATOR	SUPV	572	6542	8350
31,51	COMMUNITY DEVELOPMENT COORD	SUPV	514	4930	6292
31,51	CUSTODIAL SUPERVISOR	SUPV	422	3146	4016
	DEPUTY PUBLIC ADMINISTRATOR	SUPV	484	4258	5435
31,51,60	ELIGIBILITY SUPERVISOR	SUPV	455	3696	4717
31,51;60	EMPLOYMENT & TRNG WORKER SUPVR	SUPV	469	3958	5051
31,51	EMPLOYMENT SERVICES COORD	SUPV	484	4258	5435
31,51	EMPLOYMENT SERVICES SUPERVISOR	SUPV	433	3320	4237
31,51	EPIDEMIOLOGY & EVAL SUPVR	SUPV	514	4930	6292
31,51	FIRE MARSHAL (NON SWORN)	SUPV	534	5435	6937
31,51	FLEET MANAGEMENT SUPERVISOR	SUPV	470	3977	5076
31,51	HOUSING SUPERVISOR	SUPV	474	4056	5176
31,51	IT SUPERVISOR	SUPV	545	5735	7319
31,51	LEGAL SECRETARY/SUPVR	SUPV	422	3146	4016
31,51	LEGAL SERVICES SUPERVISOR	SUPV	422	3146	4016

Salary Resolution  
September 11, 2018  
Page 3 of 9

<u>Footnotes</u>	<u>Classification Title</u>	<u>Schedule</u>	<u>Range</u>	<u>Approx. Monthly A Step</u>	<u>Equiv. Salary F Step</u>
14,29,31,51,61	MAINTENANCE SUPERVISOR	SUPV	492	4428	5651
31,51	MCAH COORDINATOR	SUPV	549	5847	7463
31,51	MENTAL HLTH BUSINESS OFF SUPVR	SUPV	422	3146	4016
17,31,60	MENTAL HLTH MEDICAL RCDS SUPVR	SUPV	422	3146	4016
31,51,60	OFFICE ASSISTANT SUPERVISOR	SUPV	422	3146	4016
31,51	PROJECT INTEGRATION SUPERVISOR	SUPV	523	5151	6574
31,51	PUBLIC HLTH CLINIC SERVS COORD	SUPV	469	3958	5051
31,51,60	SENIOR STAFF SERVICES ANALYST	SUPV	474	4056	5176
31,51	SENIOR SUPRVSG AUDITOR APP	SUPV	506	4741	6051
31,51	SENIOR SUPRVSG REAL PROP APP	SUPV	506	4741	6051
31,51	SENIOR VICTIM ADVOCATE	SUPV	471	3996	5100
	SHERIFF'S CIVIL SUPERVISOR	SUPV	417	3071	3919
31,51	SHERIFF'S RECORDS SUPERVISOR	SUPV	431	3288	4196
31,51,60	SOCIAL WORKER SUPERVISOR I	SUPV	469	3958	5051
31,51,60	SOCIAL WORKER SUPERVISOR II	SUPV	509	4811	6140
31,51	SUPRVSG ACCOUNTANT	SUPV	503	4672	5962
31,51	SUPRVSG ASSESSOR/RECORDER CLK	SUPV	423	3162	4036
31,51,60	SUPRVSG CHILD SUPP SPECIALIST	SUPV	443	3486	4449
31,51	SUPRVSG COMM ED SPECIALIST	SUPV	514	4930	6292
13,31,48,51	SUPRVSG CRAFTS WORKER	SUPV	479	4155	5304
31,51	SUPRVSG PUBLIC HEALTH NURSE	SUPV	555	6021	7685
31,51	SUPRVSG PUBLIC HEALTH NUTRIT	SUPV	528	5278	6737
31,51,60	SUPRVSG STAFF SERVICES ANALYST	SUPV	474	4056	5176
31,51	THERAPIST SUPERVISOR	SUPV	579	6769	8640
31,51	UTILITY OPERATIONS SUPT	SUPV	521	5100	6510
31,51,60	VOCATIONAL COUNSELOR SUPVR	SUPV	494	4471	5707
31,51,60	WELFARE COLLECTION OFFICER	SUPV	455	3696	4717

**BE IT FURTHER RESOLVED** that effective July 7, 2019, the following amendments are made to the County Salary Schedule for positions in the County service:

**CLASSIFIED**

<u>Footnotes</u>	<u>Classification Title</u>	<u>Schedule</u>	<u>Range</u>	<u>Approx. Monthly A Step</u>	<u>Equiv. Salary F Step</u>
<b>FROM</b>					
31, 51, 60	ACCOUNT CLERK SUPERVISOR	SUPV	422	3146	4016
31, 51	ADMIN SECRETARY II/SUPVR	SUPV	422	3146	4016
31, 51, 60	CHIEF DEPUTY PUBLIC GUARDIAN	SUPV	484	4258	5435



Salary Resolution  
September 11, 2018  
Page 4 of 9

<u>Footnotes</u>	<u>Classification Title</u>	<u>Schedule</u>	<u>Range</u>	<u>Approx. Monthly A Step</u>	<u>Equiv. Salary F Step</u>
31,51	CHIEF PUBLIC HLTH MICROBIOLOG	SUPV	561	6200	7913
31,51	CLAIMS SUPERVISOR	SUPV	455	3696	4717
31,51	CLERK/ELECTIONS SUPERVISOR	SUPV	421	3131	3996
23,31,51	CLINICAL PROGRAM COORDINATOR	SUPV	572	6542	8350
31,51	COMMUNITY DEVELOPMENT COORD	SUPV	514	4930	6292
31,51	CUSTODIAL SUPERVISOR	SUPV	422	3146	4016
	DEPUTY PUBLIC ADMINISTRATOR	SUPV	484	4258	5435
31,51,60	ELIGIBILITY SUPERVISOR	SUPV	455	3696	4717
31,51;60	EMPLOYMENT & TRNG WORKER SUPVR	SUPV	469	3958	5051
31,51	EMPLOYMENT SERVICES COORD	SUPV	484	4258	5435
31,51	EMPLOYMENT SERVICES SUPERVISOR	SUPV	433	3320	4237
31,51	EPIDEMIOLOGY & EVAL SUPVR	SUPV	514	4930	6292
31,51	FIRE MARSHAL (NON SWORN)	SUPV	534	5435	6937
31,51	FLEET MANAGEMENT SUPERVISOR	SUPV	470	3977	5076
31,51	HOUSING SUPERVISOR	SUPV	474	4056	5176
31,51	IT SUPERVISOR	SUPV	545	5735	7319
31,51	LEGAL SECRETARY/SUPVR	SUPV	422	3146	4016
31,51	LEGAL SERVICES SUPERVISOR	SUPV	422	3146	4016
14,29,31,51,6 1	MAINTENANCE SUPERVISOR	SUPV	492	4428	5651
31,51	MCAH COORDINATOR	SUPV	549	5847	7463
31,51	MENTAL HLTH BUSINESS OFF SUPVR	SUPV	422	3146	4016
17,31,60	MENTAL HLTH MEDICAL RCDS SUPVR	SUPV	422	3146	4016
31,51,60	OFFICE ASSISTANT SUPERVISOR	SUPV	422	3146	4016
31,51	PROJECT INTEGRATION SUPERVISOR	SUPV	523	5151	6574
31,51	PUBLIC HLTH CLINIC SERVS COORD	SUPV	469	3958	5051
31,51,60	SENIOR STAFF SERVICES ANALYST	SUPV	474	4056	5176
31,51	SENIOR SUPRVSG AUDITOR APP	SUPV	506	4741	6051
31,51	SENIOR SUPRVSG REAL PROP APP	SUPV	506	4741	6051
31,51	SENIOR VICTIM ADVOCATE	SUPV	471	3996	5100
	SHERIFF'S CIVIL SUPERVISOR	SUPV	417	3071	3919
31,51	SHERIFF'S RECORDS SUPERVISOR	SUPV	431	3288	4196
31,51,60	SOCIAL WORKER SUPERVISOR I	SUPV	469	3958	5051
31,51,60	SOCIAL WORKER SUPERVISOR II	SUPV	509	4811	6140
31,51	SUPRVSG ACCOUNTANT	SUPV	503	4672	5962
31,51	SUPRVSG ASSESSOR/RECORDER CLK	SUPV	423	3162	4036
31,51,60	SUPRVSG CHILD SUPP SPECIALIST	SUPV	443	3486	4449
31,51	SUPRVSG COMM ED SPECIALIST	SUPV	514	4930	6292
13,31,48,51	SUPRVSG CRAFTS WORKER	SUPV	479	4155	5304
31,51	SUPRVSG PUBLIC HEALTH NURSE	SUPV	555	6021	7685
31,51	SUPRVSG PUBLIC HEALTH NUTRIT	SUPV	528	5278	6737
31,51,60	SUPRVSG STAFF SERVICES ANALYST	SUPV	474	4056	5176

Salary Resolution  
September 11, 2018  
Page 5 of 9

<u>Footnotes</u>	<u>Classification Title</u>	<u>Schedule</u>	<u>Range</u>	<u>Approx. Monthly A Step</u>	<u>Equiv. Salary F Step</u>
31,51	THERAPIST SUPERVISOR	SUPV	579	6769	8640
31,51	UTILITY OPERATIONS SUPT	SUPV	521	5100	6510
31,51,60	VOCATIONAL COUNSELOR SUPVR	SUPV	494	4471	5707
31,51,60	WELFARE COLLECTION OFFICER	SUPV	455	3696	4717

**TO**

31, 51, 60	ACCOUNT CLERK SUPERVISOR	SUPV	422	3225	4116
31, 51	ADMIN SECRETARY II/SUPVR	SUPV	422	3225	4116
31, 51, 60	CHIEF DEPUTY PUBLIC GUARDIAN	SUPV	484	4364	5571
31,51	CHIEF PUBLIC HLTH MICROBIOLOG	SUPV	561	6355	8111
31,51	CLAIMS SUPERVISOR	SUPV	455	3789	4835
31,51	CLERK/ELECTIONS SUPERVISOR	SUPV	421	3209	4096
23,31,51	CLINICAL PROGRAM COORDINATOR	SUPV	572	6706	8559
31,51	COMMUNITY DEVELOPMENT COORD	SUPV	514	5053	6449
31,51	CUSTODIAL SUPERVISOR	SUPV	422	3225	4116
	DEPUTY PUBLIC ADMINISTRATOR	SUPV	484	4364	5571
31,51,60	ELIGIBILITY SUPERVISOR	SUPV	455	3789	4835
31,51;60	EMPLOYMENT & TRNG WORKER SUPVR	SUPV	469	4057	5177
31,51	EMPLOYMENT SERVICES COORD	SUPV	484	4364	5571
31,51	EMPLOYMENT SERVICES SUPERVISOR	SUPV	433	3403	4343
31,51	EPIDEMIOLOGY & EVAL SUPVR	SUPV	514	5053	6449
31,51	FIRE MARSHAL (NON SWORN)	SUPV	534	5571	7110
31,51	FLEET MANAGEMENT SUPERVISOR	SUPV	470	4076	5203
31,51	HOUSING SUPERVISOR	SUPV	474	4157	5306
31,51	IT SUPERVISOR	SUPV	545	5878	7502
31,51	LEGAL SECRETARY/SUPVR	SUPV	422	3225	4116
31,51	LEGAL SERVICES SUPERVISOR	SUPV	422	3225	4116
14,29,31,51,6 1	MAINTENANCE SUPERVISOR	SUPV	492	4539	5793
31,51	MCAH COORDINATOR	SUPV	549	5993	7650
31,51	MENTAL HLTH BUSINESS OFF SUPVR	SUPV	422	3225	4116
17,31,60	MENTAL HLTH MEDICAL RCDS SUPVR	SUPV	422	3225	4116
31,51,60	OFFICE ASSISTANT SUPERVISOR	SUPV	422	3225	4116
31,51	PROJECT INTEGRATION SUPERVISOR	SUPV	523	5279	6738
31,51	PUBLIC HLTH CLINIC SERVS COORD	SUPV	469	4057	5177
31,51,60	SENIOR STAFF SERVICES ANALYST	SUPV	474	4157	5306
31,51	SENIOR SUPRVSG AUDITOR APP	SUPV	506	4859	6202
31,51	SENIOR SUPRVSG REAL PROP APP	SUPV	506	4859	6202
31,51	SENIOR VICTIM ADVOCATE	SUPV	471	4096	5228
	SHERIFF'S CIVIL SUPERVISOR	SUPV	417	3147	4017
31,51	SHERIFF'S RECORDS SUPERVISOR	SUPV	431	3370	4301

Salary Resolution  
September 11, 2018  
Page 6 of 9

<u>Footnotes</u>	<u>Classification Title</u>	<u>Schedule</u>	<u>Range</u>	<u>Approx. Monthly A Step</u>	<u>Equiv. Salary F Step</u>
31,51,60	SOCIAL WORKER SUPERVISOR I	SUPV	469	4057	5177
31,51,60	SOCIAL WORKER SUPERVISOR II	SUPV	509	4931	6293
31,51	SUPRVSG ACCOUNTANT	SUPV	503	4789	6112
31,51	SUPRVSG ASSESSOR/RECORDER CLK	SUPV	423	3241	4136
31,51,60	SUPRVSG CHILD SUPP SPECIALIST	SUPV	443	3573	4560
31,51	SUPRVSG COMM ED SPECIALIST	SUPV	514	5053	6449
13,31,48,51	SUPRVSG CRAFTS WORKER	SUPV	479	4259	5436
31,51	SUPRVSG PUBLIC HEALTH NURSE	SUPV	555	6172	7877
31,51	SUPRVSG PUBLIC HEALTH NUTRIT	SUPV	528	5410	6905
31,51,60	SUPRVSG STAFF SERVICES ANALYST	SUPV	474	4157	5306
31,51	THERAPIST SUPERVISOR	SUPV	579	6938	8856
31,51	UTILITY OPERATIONS SUPT	SUPV	521	5228	6673
31,51,60	VOCATIONAL COUNSELOR SUPVR	SUPV	494	4583	5849
31,51,60	WELFARE COLLECTION OFFICER	SUPV	455	3789	4835

**BE IT FURTHER RESOLVED** that effective July 5, 2020, the following amendments are made to the County Salary Schedule for positions in the County service:

**CLASSIFIED**

<u>Footnotes</u>	<u>Classification Title</u>	<u>Schedule</u>	<u>Range</u>	<u>Approx. Monthly A Step</u>	<u>Equiv. Salary F Step</u>
<b><u>FROM</u></b>					
31, 51, 60	ACCOUNT CLERK SUPERVISOR	SUPV	422	3225	4116
31, 51	ADMIN SECRETARY II/SUPVR	SUPV	422	3225	4116
31, 51, 60	CHIEF DEPUTY PUBLIC GUARDIAN	SUPV	484	4364	5571
31,51	CHIEF PUBLIC HLTH MICROBIOLOG	SUPV	561	6355	8111
31,51	CLAIMS SUPERVISOR	SUPV	455	3789	4835
31,51	CLERK/ELECTIONS SUPERVISOR	SUPV	421	3209	4096
23,31,51	CLINICAL PROGRAM COORDINATOR	SUPV	572	6706	8559
31,51	COMMUNITY DEVELOPMENT COORD	SUPV	514	5053	6449
31,51	CUSTODIAL SUPERVISOR	SUPV	422	3225	4116
	DEPUTY PUBLIC ADMINISTRATOR	SUPV	484	4364	5571
31,51,60	ELIGIBILITY SUPERVISOR	SUPV	455	3789	4835
31,51;60	EMPLOYMENT & TRNG WORKER SUPVR	SUPV	469	4057	5177
31,51	EMPLOYMENT SERVICES COORD	SUPV	484	4364	5571
31,51	EMPLOYMENT SERVICES SUPERVISOR	SUPV	433	3403	4343
31,51	EPIDEMIOLOGY & EVAL SUPVR	SUPV	514	5053	6449
31,51	FIRE MARSHAL (NON SWORN)	SUPV	534	5571	7110
31,51	FLEET MANAGEMENT SUPERVISOR	SUPV	470	4076	5203

Salary Resolution  
September 11, 2018  
Page 7 of 9

<u>Footnotes</u>	<u>Classification Title</u>	<u>Schedule</u>	<u>Range</u>	<u>Approx. Monthly A Step</u>	<u>Equiv. Salary F Step</u>
31,51	HOUSING SUPERVISOR	SUPV	474	4157	5306
31,51	IT SUPERVISOR	SUPV	545	5878	7502
31,51	LEGAL SECRETARY/SUPVR	SUPV	422	3225	4116
31,51	LEGAL SERVICES SUPERVISOR	SUPV	422	3225	4116
14,29,31,51,6 1	MAINTENANCE SUPERVISOR	SUPV	492	4539	5793
31,51	MCAH COORDINATOR	SUPV	549	5993	7650
31,51	MENTAL HLTH BUSINESS OFF SUPVR	SUPV	422	3225	4116
17,31,60	MENTAL HLTH MEDICAL RCDS SUPVR	SUPV	422	3225	4116
31,51,60	OFFICE ASSISTANT SUPERVISOR	SUPV	422	3225	4116
31,51	PROJECT INTEGRATION SUPERVISOR	SUPV	523	5279	6738
31,51	PUBLIC HLTH CLINIC SERVS COORD	SUPV	469	4057	5177
31,51,60	SENIOR STAFF SERVICES ANALYST	SUPV	474	4157	5306
31,51	SENIOR SUPRVSG AUDITOR APP	SUPV	506	4859	6202
31,51	SENIOR SUPRVSG REAL PROP APP	SUPV	506	4859	6202
31,51	SENIOR VICTIM ADVOCATE	SUPV	471	4096	5228
	SHERIFF'S CIVIL SUPERVISOR	SUPV	417	3147	4017
31,51	SHERIFF'S RECORDS SUPERVISOR	SUPV	431	3370	4301
31,51,60	SOCIAL WORKER SUPERVISOR I	SUPV	469	4057	5177
31,51,60	SOCIAL WORKER SUPERVISOR II	SUPV	509	4931	6293
31,51	SUPRVSG ACCOUNTANT	SUPV	503	4789	6112
31,51	SUPRVSG ASSESSOR/RECORDER CLK	SUPV	423	3241	4136
31,51,60	SUPRVSG CHILD SUPP SPECIALIST	SUPV	443	3573	4560
31,51	SUPRVSG COMM ED SPECIALIST	SUPV	514	5053	6449
13,31,48,51	SUPRVSG CRAFTS WORKER	SUPV	479	4259	5436
31,51	SUPRVSG PUBLIC HEALTH NURSE	SUPV	555	6172	7877
31,51	SUPRVSG PUBLIC HEALTH NUTRIT	SUPV	528	5410	6905
31,51,60	SUPRVSG STAFF SERVICES ANALYST	SUPV	474	4157	5306
31,51	THERAPIST SUPERVISOR	SUPV	579	6938	8856
31,51	UTILITY OPERATIONS SUPT	SUPV	521	5228	6673
31,51,60	VOCATIONAL COUNSELOR SUPVR	SUPV	494	4583	5849
31,51,60	WELFARE COLLECTION OFFICER	SUPV	455	3789	4835

**TO**

31, 51, 60	ACCOUNT CLERK SUPERVISOR	SUPV	422	3290	4199
31, 51	ADMIN SECRETARY II/SUPVR	SUPV	422	3290	4199
31, 51, 60	CHIEF DEPUTY PUBLIC GUARDIAN	SUPV	484	4452	5682
31,51	CHIEF PUBLIC HLTH MICROBIOLOG	SUPV	561	6482	8273
31,51	CLAIMS SUPERVISOR	SUPV	455	3864	4932
31,51	CLERK/ELECTIONS SUPERVISOR	SUPV	421	3274	4178
23,31,51	CLINICAL PROGRAM COORDINATOR	SUPV	572	6840	8730
31,51	COMMUNITY DEVELOPMENT COORD	SUPV	514	5154	6578
31,51	CUSTODIAL SUPERVISOR	SUPV	422	3290	4199

Salary Resolution  
September 11, 2018  
Page 8 of 9

<u>Footnotes</u>	<u>Classification Title</u>	<u>Schedule</u>	<u>Range</u>	<u>Approx. Monthly A Step</u>	<u>Equiv. Salary F Step</u>
	DEPUTY PUBLIC ADMINISTRATOR	SUPV	484	4452	5682
31,51,60	ELIGIBILITY SUPERVISOR	SUPV	455	3864	4932
31,51;60	EMPLOYMENT & TRNG WORKER SUPVR	SUPV	469	4138	5281
31,51	EMPLOYMENT SERVICES COORD	SUPV	484	4452	5682
31,51	EMPLOYMENT SERVICES SUPERVISOR	SUPV	433	3471	4430
31,51	EPIDEMIOLOGY & EVAL SUPVR	SUPV	514	5154	6578
31,51	FIRE MARSHAL (NON SWORN)	SUPV	534	5682	7252
31,51	FLEET MANAGEMENT SUPERVISOR	SUPV	470	4158	5307
31,51	HOUSING SUPERVISOR	SUPV	474	4240	5412
31,51	IT SUPERVISOR	SUPV	545	5995	7652
31,51	LEGAL SECRETARY/SUPVR	SUPV	422	3290	4199
31,51	LEGAL SERVICES SUPERVISOR	SUPV	422	3290	4199
14,29,31,51,6 1	MAINTENANCE SUPERVISOR	SUPV	492	4629	5908
31,51	MCAH COORDINATOR	SUPV	549	6113	7803
31,51	MENTAL HLTH BUSINESS OFF SUPVR	SUPV	422	3290	4199
17,31,60	MENTAL HLTH MEDICAL RCDS SUPVR	SUPV	422	3290	4199
31,51,60	OFFICE ASSISTANT SUPERVISOR	SUPV	422	3290	4199
31,51	PROJECT INTEGRATION SUPERVISOR	SUPV	523	5385	6873
31,51	PUBLIC HLTH CLINIC SERVS COORD	SUPV	469	4138	5281
31,51,60	SENIOR STAFF SERVICES ANALYST	SUPV	474	4240	5412
31,51	SENIOR SUPRVSG AUDITOR APP	SUPV	506	4956	6326
31,51	SENIOR SUPRVSG REAL PROP APP	SUPV	506	4956	6326
31,51	SENIOR VICTIM ADVOCATE	SUPV	471	4178	5333
	SHERIFF'S CIVIL SUPERVISOR	SUPV	417	3210	4097
31,51	SHERIFF'S RECORDS SUPERVISOR	SUPV	431	3437	4387
31,51,60	SOCIAL WORKER SUPERVISOR I	SUPV	469	4138	5281
31,51,60	SOCIAL WORKER SUPERVISOR II	SUPV	509	5029	6419
31,51	SUPRVSG ACCOUNTANT	SUPV	503	4884	6234
31,51	SUPRVSG ASSESSOR/RECORDER CLK	SUPV	423	3306	4219
31,51,60	SUPRVSG CHILD SUPP SPECIALIST	SUPV	443	3645	4652
31,51	SUPRVSG COMM ED SPECIALIST	SUPV	514	5154	6578
13,31,48,51	SUPRVSG CRAFTS WORKER	SUPV	479	4344	5545
31,51	SUPRVSG PUBLIC HEALTH NURSE	SUPV	555	6295	8034
31,51	SUPRVSG PUBLIC HEALTH NUTRIT	SUPV	528	5518	7043
31,51,60	SUPRVSG STAFF SERVICES ANALYST	SUPV	474	4240	5412
31,51	THERAPIST SUPERVISOR	SUPV	579	7077	9033
31,51	UTILITY OPERATIONS SUPT	SUPV	521	5333	6806
31,51,60	VOCATIONAL COUNSELOR SUPVR	SUPV	494	4675	5966
31,51,60	WELFARE COLLECTION OFFICER	SUPV	455	3864	4932

Salary Resolution  
September 11, 2018  
Page 9 of 9

**DULY PASSED AND ADOPTED** this 11<sup>th</sup> day of September, 2018 by the Board of Supervisors of the County of Shasta by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:  
RECUSE:

---

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

ATTEST:

LAWRENCE G. LEES  
Clerk of the Board of Supervisors

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

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** September 11, 2018

**CATEGORY:** Regular - Health and Human Services-5.

**SUBJECT:**

5150 Resolution and Agreement with Prime Healthcare Services, Inc.

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

**Supervisory District No. :** All

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

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

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

**RECOMMENDATION**

Take the following actions: (1) Adopt a resolution designating Shasta Regional Medical Center, operated by Prime Healthcare Services – Shasta, LLC as a facility to provide 72-hour treatment and evaluation, 14-day intensive treatment, and 30-day intensive treatment, pursuant to Welfare and Institutions Code section 5000; (2) authorize the Director of the Health and Human Services Agency to send confirmation of negotiated rates to Prime Healthcare Services – Shasta, LLC; and (3) approve and authorize the Chairman to sign an agreement with Prime Healthcare Services – Shasta, LLC in an amount not to exceed \$7,500,000 to provide inpatient psychiatric hospitalization services for the period date of signing through June 30, 2021.

**SUMMARY**

This new resolution and agreement allows Prime Healthcare Services – Shasta, LLC (Prime Healthcare) to provide acute psychiatric inpatient services to Shasta County patients on a fee-for-service basis.

**DISCUSSION**

The proposed agreement will allow Shasta County to purchase acute psychiatric inpatient services at Prime Healthcare’s location in Redding, for Shasta County patients evaluated and referred by Shasta County clinical staff either directly employed by Shasta County or appropriately designated to act on Shasta County’s behalf. Under the terms of the agreement, clinical staff will evaluate patients to determine if there is a need for acute psychiatric inpatient care, and if acute care is deemed appropriate, coordinate the patient’s transfer and admission to Shasta Regional Medical Center (SRMC). All services provided under the terms of the agreement must be preauthorized by Shasta County, and may be for either voluntary or involuntary placements.

In addition to hospital room and board, the specific services purchased from Prime Healthcare include all medications, psychiatric time, and laboratory work. SRMC will also coordinate with Shasta County clinical staff prior to a patient’s discharge, to ensure an appropriate discharge plan is in effect, including transportation if necessary.

Prime Healthcare bills the patients’ insurance, when applicable, and applies any payments to offset Shasta County costs. The

services provided on a fee-for-service basis, means Shasta County is only obligated to pay for beds when a Shasta County resident utilizes the inpatient services at SRMC. Actual costs will be billed based on usage of the facility, up to a maximum of \$2,500,000 per fiscal year during the term of the agreement. Additionally, Prime Healthcare bills Medi-Cal for services provided to Medi-Cal beneficiaries. The agreement authorizes the rates noted in the agreement to change, and Prime Healthcare to be paid at the adjusted interim rates up to the agreement’s maximum amount, without amendment to this agreement.

**ALTERNATIVES**

The Board could choose not to adopt the resolution and should they do so, the approval of the agreement would not be necessary.

**OTHER AGENCY INVOLVEMENT**

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

**FINANCING**

Costs for these services are included in the Mental Health’s FY 2018-19 (BU 410) Adopted Budget. Acute psychiatric services are financed through Medi-Cal and other third party payers, with the County match largely provided by a combination of 1991 and 2011 realignment. There is no additional General Fund impact from the recommended action.

**ATTACHMENTS:**

Description	Upload Date	Description
Resolution	9/7/2018	Resolution
Rate Letter	9/7/2018	Rate Letter
Agreement	9/7/2018	Agreement



**RESOLUTION NO. 2018-\_\_\_\_\_**

**A RESOLUTION OF THE BOARD OF SUPERVISORS  
OF THE COUNTY OF SHASTA  
DESIGNATING PRIME HEALTHCARE SERVICES – SHASTA, LLC, SHASTA  
REGIONAL MEDICAL CENTER AS EVALUATION AND INTENSIVE TREATMENT  
FACILITY PURSUANT TO THE LANTERMAN-PETRIS-SHORT ACT**

**WHEREAS**, pursuant to the Lanterman-Petris-Short Act (“LPS Act”) (commencing with section 5000 of Welfare and Institutions Code) – and in particular, section 5150 – when any person, as a result of mental disorder, is a danger to others, or to himself or herself, or gravely disabled, a peace officer, member of attending staff of an evaluation facility designated by the County, or other professional person designated by the County may, upon probable cause, take, or cause to be taken, the person into custody and place him or her in a facility designated by the County and approved by the State of California Department of Health Care Services as a facility for 72-hour treatment and evaluation; and

**WHEREAS**, pursuant to the LPS Act – and in particular section 5250 – thereof, if a person is detained for 72 hours and has received an evaluation, he or she may be certified for no more than 14-day intensive treatment related to the mental disorder, if the facility providing intensive treatment is designated by the County to provide intensive treatment and agrees to admit the person; and

**WHEREAS**, pursuant to the LPS Act – and in particular section 5270.15 – thereof, upon completion of a 14-day period of intensive treatment, if the person remains gravely disabled as a result of a mental disorder, and is unwilling or unable to accept voluntary treatment, an additional period of not more than 30 days of intensive treatment may be certified; and

**WHEREAS**, Prime Healthcare Services - Shasta, LLC, through its hospital Shasta Regional Medical Center is a licensed acute care, medical and surgical facility with a psychiatric inpatient unit and has applied for and is awaiting final approval by the State of California Department of Health Care Services to provide 72-hour treatment and evaluation, and 14-day or 30-day intensive treatment.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of the County of Shasta pursuant to the LPS Act, hereby designates Shasta Regional Medical Center, located at 1100 Butte Street, Redding, CA, upon lawful approval and licensure by the State of California Department of Health Care Services, as a facility to provide 72-hour treatment and evaluation, 14-day intensive treatment, and 30-day intensive treatment for Shasta County.

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

AYES:

NOES:

Resolution No. 2018-\_\_\_\_\_

Page 2 of 2

ABSENT:

ABSTAIN:

RECUSE:

---

LES BAUGH, CHAIRMAN

Board of Supervisors

County of Shasta

State of California

ATTEST:

LAWRENCE G. LEES

Clerk of the Board of Supervisors

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



# Health and Human Services Agency

Donnell Ewert, MPH, Director

## Adult Services Branch

Dean True, RN, MPA, Branch Director

Shepard Greene, MD, Chief of Psychiatry

2640 Breslauer Way

Redding, CA 96001-4246

Phone: (530) 225-5200

Fax: (530) 225-5977

Toll Free: (888) 385-5201

CA Relay Service: (800) 735-2922

Today's Date

TO: Prime Healthcare Services, Inc.  
dba Shasta Regional Medical Center  
1100 Butte Street  
Redding, CA, 96001

SUBJECT: Negotiated Psychiatric Inpatient Hospital Rates for Prime Healthcare Services, Inc.,  
dba Shasta Regional Medical Center Fiscal Year 2018-19

Shasta County negotiated rates for Medi-Cal eligible adults, aged 22-64, served at a private, contracted, free-standing hospital:

Medi-Cal Inpatient Acute (Adult/Older Adult)	\$1,000.00 per day
Medi-Cal Inpatient Administrative Day*	\$ 565.58 per day
Medi-Cal Inpatient Professional Fees	\$ 100.00 per day
Short Doyle Inpatient Acute (Adult/Older Adult), All inclusive	\$1,100.00 per day
Short Doyle, Inpatient Administrative	\$ 565.58 per day

Sincerely,

Donnell Ewert, MPH, Director  
Shasta County Health and Human Services Agency  
(530) 245-6269  
DEwert@co.shasta.ca.us

*\* Administrative Day Rates reflect the state established rate per the most current DHCS Notice as of the date rate agreement is issued.*

CC: California Department of Healthcare Services (DHCS)

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

NO WITHHOLDING

**AGREEMENT BETWEEN  
THE COUNTY OF SHASTA AND  
PRIME HEALTHCARE SERVICES - SHASTA, LLC.**

This agreement is entered into by, and between the County of Shasta, a political subdivision of the State of California, through its Health and Human Services Agency, and, Prime Healthcare Services - Shasta, LLC a Delaware corporation, registered to do business in the State of California, hereinafter referred to as "Provider" (collectively, the "Parties" and individually a "Party"). For the purposes of this agreement, the County of Shasta and Shasta County Health and Human Services Agency shall be referred to collectively as "County."

**COUNTY OF SHASTA**

ATTEST:

LAWRENCE G. LEES  
Clerk of the Board  
of Supervisors

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

By \_\_\_\_\_  
DEPUTY

Approved as to form:

RUBIN E. CRUSE, JR  
County Counsel

RISK MANAGEMENT APPROVAL

By: \_\_\_\_\_  
Alan B. Cox  
Deputy County Counsel

By: \_\_\_\_\_  
James Johnson  
Risk Management Analyst

**PROVIDER**

Date \_\_\_\_\_

By \_\_\_\_\_  
Casey Fatch, CEO

Federal Tax Identification No. On File

# TABLE OF CONTENTS

	<u>Page Number</u>
ARTICLE I	Definitions ..... 3
ARTICLE II	Hospital Performance Provisions..... 6
ARTICLE III	Programmatic/Admission Provisions ..... 10
ARTICLE IV	Payment Procedure ..... 13
ARTICLE V	Indemnification & Insurance ..... 15
ARTICLE VI	Records, Audits, Reports, and Recovery of Overpayments..... 17
ARTICLE VII	Patients' Rights ..... 20
ARTICLE VIII	Terms, Termination, and Effect of Termination..... 21
ARTICLE IX	Applicability of Statutes ..... 23
ARTICLE X	Grievances and Appeals..... 24
ARTICLE XI	HIPAA ..... 25
ARTICLE XII	Miscellaneous ..... 26
ARTICLE XIII	Notices ..... 28
EXHIBIT NO. 1	Reimbursement Addendum ..... 29
EXHIBIT NO. 2	Provider Appeal Procedure..... 30
EXHIBIT NO. 3	Notification of Rights Form.....31
EXHIBIT NO. 4	Shasta County Grievance Brochure.....32
EXHIBIT NO. 5	Shasta County Health and Human Services MHP Code of Conduct .....34
EXHIBIT NO. 6	Quarterly Reports .....38

**ARTICLE I**  
**DEFINITIONS**

**A. General Meaning of Words and Terms.**

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

**B. Beneficiary.**

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

**C. Inpatient Psychiatric Services.**

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

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

D. **Plan.**

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

E. **Claim.**

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

F. **County.**

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

G. **State.**

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

H. **Delegate.**

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

I. **Administrative Day.**

Administrative day shall mean any day of care in an acute care facility for which medical necessity is not present for acute inpatient care reimbursement and there is no safe lower level of care available to which the patient could be transferred to as approved by Shasta County.

J. **Fiscal Intermediary.**

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

K. **Provider.**

Provider shall mean Prime Healthcare Services – Shasta, LLC a Delaware corporation registered to do business in the State of California.

L. **Shall.**

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

M. **May.**

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

N. **Emergency Services.**

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

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

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

O. **Medically Necessary.**

Medically Necessary shall mean medical services that are:

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

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



**ARTICLE II**  
**HOSPITAL PERFORMANCE PROVISIONS**

**A. Services Provided by Provider.**

1. In accordance with the terms and conditions of this agreement, Provider shall provide, 24 hours per day and 7 days per week, Inpatient Psychiatric Services to Beneficiaries subject to the availability of space in Provider's Facility.
2. For all Inpatient Psychiatric Services provided pursuant to this agreement, Provider assumes full responsibility for the provision of those Inpatient Psychiatric services in accordance with Part 2.5 of Division 5 (commencing at section 5775) and Article 5 of Chapter 8.8 of Part 3 of Division 9 (commencing at section 14680) of the Welfare and Institutions Code, and all regulations adopted pursuant thereto, through a delegate, or as otherwise provided in this agreement. For all Inpatient Psychiatric Services provided pursuant to this agreement, Provider agrees to accept as payment in full those payments made to Provider in accordance with Article IV and **EXHIBIT NO. 1**, attached and incorporated herein, of this agreement. County agrees to pay Provider for Inpatient Psychiatric Services rendered in accordance with the terms and conditions of Article IV and **EXHIBIT NO. 1** of this agreement.
3. Provider shall at its own expense provide and maintain facilities and professional, allied, and supportive medical and paramedical personnel to provide all necessary and appropriate Inpatient Psychiatric Services in accordance with this agreement.
4. Provider shall at its own expense provide and maintain the organizational administrative capabilities to carry out its duties and responsibilities under this agreement and all applicable statutes and regulations pertaining to Medi-Cal providers.
5. Provider agrees that it has secured or shall secure at its own expense all persons, employees and equipment required to perform the services required under this agreement, and that all such services shall be performed by Provider, or under Provider's supervision, by persons authorized by law to perform such services.
6. For the purposes of Article II.A.1 of this agreement, "Beneficiaries," means any individual who meets the criteria for a Medi-Cal Beneficiary without reference to residence, domicile, or any other geographic factor and as provided in Article I.B. of this agreement.
7. For the purposes of Article II.A.2 of this agreement, "all Inpatient Psychiatric Services" means the services specified in Article I.C. of this agreement, and Emergency Services means the services specified in Article I.N. of this agreement.
8. For all Inpatient Psychiatric Services provided pursuant to this agreement, Provider agrees services will include access to medical treatment and up-to-date psychopharmacology, transportation to needed off-site services, and bilingual/bicultural programming.
  - a. Services shall include, but are not limited to 72-hour detention under Welfare and Institutions Code ("WIC") Section 5150, 14-day Certification under WIC Section 5250 and 30-day Certification under WIC Section 5270 (and acute psychiatric inpatient care for voluntary Beneficiaries who would otherwise be referred by County).
  - b. Provider will prepare and serve all Notices of Certification under WIC Sections 5250 et. seq. or 5256 et. seq. and conduct all necessary certification and capacity hearings as provided for in WIC Section 5250 et. seq. and Section 5332 et. seq. Patient's Rights Advocates to be served all required notices no later than 3:00 p.m. the day preceding any

hearing described herein where practical, otherwise when reasonable able to do so and in accordance with all laws.

**B. Licensing and Certification.**

1. Provider hereby represents and warrants that it is currently, and for the duration of this agreement shall remain, licensed as a general acute care hospital or acute psychiatric hospital in accordance with Chapter 2 of Division 2 of the Health and Safety Code (commencing at section 1250) and the licensing regulations contained in Titles 22 and 17 of the California Code of Regulations.
2. Provider hereby represents and warrants that it is currently, and for the duration of this agreement shall remain, certified under Title XVIII of the Social Security Act (commencing at 42 U.S.C. section 1395).
3. Provider agrees to comply with its obligation to remain licensed as a general acute care hospital or acute psychiatric hospital as provided in Article II.B.1. of this agreement and to remain certified under Title XVIII of the Social Security Act as provided in Article II.B.2. of this agreement.
4. Provider and Provider'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.
5. With respect to Provider's Site(s), Provider shall comply with all applicable County, state and federal licensing requirements and shall obtain all applicable licenses and display the same in a location on Provider's Site(s) that is reasonably conspicuous. Failure to maintain the licensing requirements shall be deemed a breach of this agreement and may be, at County's sole discretion, grounds for the termination of this agreement pursuant to Article VIII.B. of this agreement.
6. Provider shall immediately advise County of any investigation or adverse action taken against it, or its principals, partners, officers, employees, subcontractors, and agent providing services pursuant to this agreement by state or federal agencies and/or professional licensing organizations.

**C. Services Neither Covered Nor Compensated.**

1. Provider shall not be obligated to provide Beneficiaries with, and County shall not be obligated to compensate Provider for the following services pursuant to this agreement (services not covered under County's allocations from the State):
  - a. Services rendered under the State of California Children's Services Program that are not reimbursable under the State's Medi-Cal program.
  - b. Dental services, as defined in Title 22, California Code of Regulations, section 51059.
  - c. Long-term care institutional services.
  - d. Outpatient services.

**D. Availability of Services.**

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

E. **County Not to Interfere with Provider.**

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

F. **Utilization Controls.**

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

G. **Services Authorization.**

1. Provider and County acknowledge that County's responsibilities under this agreement and under governing legislation and regulations require that, except when Emergency Services are being provided, Provider consult with County concerning individuals who may be eligible for Psychiatric Inpatient Services under the terms of this agreement. Therefore, in order to exercise its responsibilities (both under this agreement and pursuant to legislation and regulations,) County requires that Provider consult with County concerning individuals not referred to Provider by County so that County can determine whether criteria for Medically Necessary services (as defined in Article I.O., of this agreement), appropriateness of admission, length of proposed services, and other determinants as defined in funding legislation and regulations and as described in Article III of this agreement have been met.
2. Provider shall provide such consultation by contacting County prior to admission of an individual whom Provider believes is eligible for, and in need of, services under this agreement, in all cases (except emergency admission) in which County's staff is not the source of the referral.

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

As a condition precedent to any County payment obligation under the terms of this agreement, Provider shall adhere to County's Quality Management Plan including utilization controls, State of California Department of Health Care Services (or any other subsequent applicable state agency) Letters and Notices,

as well as subdivision (g) of section 5777 of the Welfare and Institutions Code and regulations adopted pursuant thereto.

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

1. Provider shall designate in writing a person to act as liaison to County. Such person shall coordinate all communications between the Parties.
2. County shall designate a liaison in conformity with procedures and with such authority as specified in Article X.C. of this agreement. Communications to County shall be submitted by the Provider to the Shasta County Health and Human Services Agency ("HHSA") Director ("Director") or any HHSA Branch Director designated by the HHSA Director at the following address: Shasta County Health and Human Services Agency, P.O. Box 496005, Redding, CA, 96049-6005.
3. Comply with WIC section 5608(b) regarding the exercise of general supervision of mental health services in Shasta County by the local director of mental health services under Part 2 of Division 5 of the Welfare and Institutions Code.

**J. Service Locations.**

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

Shasta Regional Medical Center  
1100 Butte Street  
Redding, CA 96001

**K. Quality of Care.**

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

**L. Payment in Full.**

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

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

M. **Quality Assurance.**

1. Provider shall notify County of any and all adverse incidents involving a Patient, including, but not limited to, death or injury. All adverse incidents are reviewed by County and any recommendations will be forwarded both to the HHSA Director, or his/her designee, and the Provider's Administrator, or his/her designee.
2. Provider shall furnish County with a copy of its current Quality Assurance Policies and Procedures and its Client Problem Resolution Process within 30 days of execution of this agreement.

**ARTICLE III**  
**PROGRAMMATIC/ADMISSION PROVISIONS**

**A. Goals and Objectives of Plan.**

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

**B. Contact Prior to Admission.**

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

**C. Outpatient Consideration.**

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

**D. Agreement for Admission.**

1. A Treatment Authorization Request ("TAR") Form 18-3 must be completed and submitted to County via FAX (530-225-5950) or courier so that it is received prior to expiration of the first 48 hours of admission, and medical records must be forwarded to County pursuant to Article III.G. of this agreement. When Provider and County have agreed that admission to the Facility is appropriate, County agrees to provide full payment for services for the first 48 hours of admission except when medical necessity is not established due to insufficient or illegible documentation. In the event a TAR Form 18-3 is not approved by County due to insufficient or illegible documentation, County will not be liable for payment for any hours of admission up to and including the first 48 hours of admission.
2. Ensure all documentation of medical necessity is in compliance with all State requirements and in accordance with CCR Title 9 sections 1820.205 and 1820.225.
3. Comply with CCR Title 9, section 1820.225 when an Out-of-County Client is placed in Provider's facility, and report monthly to County the number of Out-of-County Clients discharged within Shasta County and the number discharged to other counties.

**E. Consultative/Retrospective Review.**

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

**F. Discharge Planning.**

1. A key component of the Plan is to assure that Beneficiaries avoid future hospitalizations. In this regard, it is essential that County and Provider work collaboratively to develop a quality discharge strategy. Upon being informed of a Planned Discharge, Provider shall contact the TAD Team as soon as Beneficiary is determined by Facility to be ready for discharge within 24 hours to

coordinate discharge planning with County. Regarding Unplanned Discharges, Provider shall make all best efforts to contact TAD Team as soon as Beneficiary is determined by Facility to be ready for discharge.

2. Provider shall keep County and TAD Team fully informed of all discharges to include, but not be limited to; standard discharges, 5150 holds, Reese Hearings and writs of Habeas Corpus. Provider shall inform County of all discharge times and dates as Provider becomes aware and shall update County should these times and/or dates change.

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

1. Provider must provide County with legible copies of the following medical records and TAR forms for each discharged Beneficiary no later than 14 calendar days from the date of discharge for each admission:
  - a. Comprehensive psychiatric evaluation.
  - b. M.D. orders.
  - c. Treatment plan.
  - d. Progress notes.
  - e. Discharge plan.
  - f. Any other clinical information that Provider deems appropriate.
2. Failure of Provider to provide the aforementioned medical records and the TAR forms in a legible format and within 14 calendar days of discharge date may result in all charges for the Beneficiary's dates of service for that admission being denied in total on retrospective review.

**H. State Regulations.**

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

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

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

For information on how to obtain these notices, Provider shall contact County's Managed Care Program by telephone at (530) 245-6750.

**J. Designated Inpatient Units.**

Provider shall at minimum, maintain the community standard of Shasta County LPS designated inpatient mental health units regarding the average number of facilitated therapeutic treatment groups offered per

day based on the type of population served, which is for adult units, 6 groups; and older adult units, 5 groups.

K. **Quarterly Reports**

Submit quarterly status reports, attached and incorporated herein as **EXHIBIT NO. 6, QUARTERLY REPORT** to County during the term of this agreement for each Beneficiary placed in the Facility. For purposes of this agreement, quarterly shall mean no later than 20 days after the end of each calendar quarter (i.e., January 15, April 15, July 15, and October 15) during the time this agreement is in effect.

L. **Program Integrity Requirements.**

Provider shall:

1. Comply with all state and federal statutory and regulatory requirements for certification of claims including Title 42, Code of Federal Regulations (CFR) Part 438.
2. For each Beneficiary, for whom Contractor is submitting a claim for reimbursement assure the following:
  - a. An assessment of the Beneficiary was conducted in compliance with the requirements established in the State Plan.
  - b. The Beneficiary was eligible to receive Medi-Cal services at the time the services were provided to the Beneficiary.
  - c. The services included in the claim were actually provided to the Beneficiary.
  - d. Medical necessity was established for the Beneficiary as defined by statute and/or regulation for the service or services provided, for the timeframe in which the services were provided, except for the initial assessment and when County decides to keep a Beneficiary at the Provider's facility as allowed by regulation.
  - e. A client plan was developed and maintained for the Beneficiary that met all client plan requirements as set forth in the State Plan.
3. In addition, Provider certifies the following processes are in place:
  - a. Written policies, procedures, and standards of conduct that articulate Contractor's commitment to comply with all applicable federal and state standards.
  - b. The designation of a compliance officer and a compliance committee who/that are accountable to Contractor's senior management.
  - c. Effective training and education for the compliance officer, compliance committee, and the Contractor's employees.
  - d. Enforcement of standards through well-publicized employee disciplinary guidelines.
  - e. Internal auditing and monitoring.
  - f. Prompt response to detected offenses, and development of corrective action initiatives relating to the provision of mental health services.



**ARTICLE IV**  
**PAYMENT PROCEDURE**

**A. Coordination of Benefits.**

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

**B. Billing Procedures.**

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

**C. Day of Service.**

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

**D. Reimbursement.**

1. Reimbursement shall be on a Fee-For-Service basis at an all-inclusive negotiated rate as stated in **EXHIBIT NO. 1** of this agreement. A Day of Service shall be billed for each Beneficiary who meets admission and/or continued stay criteria, documentation requirements, treatment and discharge planning requirements, and occupies a psychiatric inpatient hospital bed pursuant to Article IV.C. of this agreement. Professional fees are included in the daily rate.
2. During the term of this agreement, the Health and Human Services Agency ("HHSA") Director ("Director"), or any HHSA Branch Director designated by Director, may approve rate changes, both retroactive and prospective, provided that the increase in any single rate set forth in **EXHIBIT NO. 1** on the effective date of signing of this agreement shall not exceed 10 percent over the original rate per fiscal year, during the entire term of this agreement provided further that any rate increase shall not increase the total compensation payable under this agreement.

**E. Reimbursement Definition as Applied to this Agreement.**

**1. Administrative Days.**

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

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

F. **Rate Exclusion.**

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

**ARTICLE V**  
**INDEMNIFICATION & INSURANCE**

**A. Indemnification and Insurance.**

**1. Hold Harmless.**

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

**2. Insurance Requirements.**

- a. Without limiting Provider's duties of defense and indemnification, Provider shall obtain, from an insurance carrier authorized to transact business in the State of California or maintain programs of self-insurance approved by County's Risk Manager, and maintain continuously during the term of this agreement, Commercial General Liability Insurance, including coverage for owned and non-owned automobiles, with limits of liability of not less than \$1 million per occurrence and \$3 million aggregate bodily injury and property damage; such insurance shall be primary as to any other insurance maintained by County for the acts of Provider and its employees.
- b. Provider and any subcontractor shall obtain and maintain continuously Workers' Compensation and Employer's Liability Insurance to cover Provider and Provider's employees with an insurance carrier authorized to transact business in the State of California covering the full liability for compensation for injury to those employed by Provider or maintain programs of self-insurance therefore and as approved by County's Risk Manager. Each such policy shall be endorsed to state that the Workers' Compensation carrier waives its right of subrogation against the County, its elected officials, officers, employees, agents, and volunteers which might arise in connection with this agreement. Provider hereby certifies that Provider is aware of the provisions of section 3700 of the Labor Code, which requires every employer to insure against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and Provider shall comply with such provisions before commencing the performance of the work or the provision of services pursuant to this agreement.
- c. Provider shall obtain and maintain continuously a policy of Errors and Omissions coverage with limits of liability of not less than the \$1 million per occurrence and \$3 million annual aggregate.
- d. With regard to all insurance coverage required by this agreement:
  - (1) Any deductible or self-insured retention exceeding \$25,000 for Provider or subcontractor shall be disclosed to and be subject to approval by County's Risk Manager prior to the effective date of this agreement.
  - (2) If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, Provider shall maintain such insurance coverage with an effective date earlier or equal to the effective date of this agreement and continue coverage for a period of three years after the expiration of this agreement and any extensions thereof. In lieu of maintaining post-agreement expiration coverage as specified above, Provider may satisfy this provision by purchasing tail coverage for the claims-made policy. Such tail coverage shall, at a minimum, provide the

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

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

- (4) Separation of Insureds.

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

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each suit insured against whom a claim is made or suit is brought.

- (5) Provider shall provide County with a certificate of insurance as evidence of insurance protection before the effective date of this agreement.
- (6) The insurance required herein shall be in effect at all times during the term of this agreement. In the event any insurance coverage expires at any time during the term of this agreement, Provider shall provide County, at least twenty (20) days prior to said expiration date, a new endorsement or policy amendment evidencing insurance coverage as provided for herein for not less than the remainder of the term of this agreement or for a period of not less than one year. In the event Provider fails to keep in effect at all times insurance coverage as herein provided and a renewal endorsement or policy amendment is not provided within 10 days of the expiration of the endorsement or policy amendment in effect at inception of this agreement, County may, in addition to any other remedies it may have, terminate this agreement upon the occurrence of such event and pay in full all contractual invoices for work completed prior to expiration of insurance.
- (7) If the endorsement or amendment does not reflect the limits of liability provided by the policy of insurance, Provider shall provide County a certificate of insurance reflecting those limits.
- (8) Any of Provider's Excess Insurance shall contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of County.

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

**A. Inspection Rights.**

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

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

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

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

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

C. **Subcontracts.**

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

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

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

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

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

E. **Confidentiality of Beneficiary Information.**

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

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

F. **Protection of Confidentiality and Programs.**

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

G. **Third-Party Liability.**

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

**ARTICLE VII**  
**PATIENTS' RIGHTS**

**A. Patients' Rights.**

1. County shall provide Patients' Right Advocate to provide the services outlined in Welfare and Institutions Code Section 5520.
2. Provider shall maintain a policy that specifies the qualifying criteria, including training criteria for LPS designated staff that includes Patients' Rights training and Welfare and Institutions Code Section 5150 training. The facility LPS designated staff must maintain designated status under the County of Shasta by attending and successfully completing Patient's Rights and Welfare and Institutions Code Section 5150 training every 12 months. The time, date and location of each training provided by the Provider shall be set by the Provider.
3. County may provide Patients' Rights training and Welfare and Institutions Code Section 5150 training to Provider's designated staff at the request of Provider. In the event County provides the training, the time, date and location of each training shall be set by County.
4. Provider shall comply with all applicable laws and regulations pertaining to the rights of Beneficiaries and patients. Specifically, Provider shall adopt and post in a conspicuous place or places a written policy on the rights of patients in accordance with section 70707 of Title 22 of the California Code of Regulations and shall comply with sections 5325 and 5325.1 of the Welfare and Institutions Code. Alleged or suspected violations of patient rights as set forth in sections 5325 and 5325.1 shall be investigated by the local director of mental health, or his/her designee pursuant to section 5326.9, and complaints by Beneficiaries shall be investigated by County's Patients' Rights Advocate pursuant to sections 5500 – 5550,, and, when appropriate, by the State of California Department of Health Care Services (or any other subsequent appropriate state agency) or other persons and entities as required by law or regulation.
5. Comply with County findings as a result of any County investigation pursuant to WIC section 5326.90.

**B. Notification of Rights.**

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



**ARTICLE VIII**  
**TERMS, TERMINATION, AND EFFECT OF TERMINATION**

**A. Term.**

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

**B. Termination for Cause.**

If Provider materially fails to perform Provider's responsibilities under this agreement to the satisfaction of County, or if Contractor fails to fulfill in a timely and professional manner Provider's responsibilities under this agreement, or if Provider violates any of the terms or provisions of this agreement, then County shall have the right to terminate this agreement for cause effective immediately upon the County giving written notice thereof to Contractor. If termination for cause is given by County to Provider and it is later determined that Provider 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 Section C of this Article VIII.

**C. Termination Without Cause.**

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

**D. Termination Based on Unforeseen Events.**

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

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

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

**E. Notice to State.**

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

**F. Obligations After Termination.**

In the event that this agreement is terminated, County may transfer individuals being treated under the terms of this agreement to another provider. If County is not able to transfer all affected individuals to another

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

1. Each Party shall remain liable for any obligations or liabilities arising from activities carried on by each Party prior to the effective date of termination.
2. The provisions relating to insurance; indemnification; maintenance of and access to books, documents, and records following termination; continuation of services following termination; compliance with the law; and other related provisions of this agreement; as well as non-disclosure, confidentiality, and non-disparagement provisions thereof shall survive the expiration, termination, or cancellation of this agreement.

G. **Right to Terminate**

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

**ARTICLE IX**  
**APPLICABILITY OF STATUTES**

**A. Application of Statutes.**

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

**B. Severability.**

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

**ARTICLE X**  
**GRIEVANCES AND APPEALS**

A. **Contract Administrator.**

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

B. **Hospital Grievance Procedures.**

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

C. **Principles of Informal Resolution of Grievances.**

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

D. **Designee for Beneficiary Grievances.**

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

E. **Formal Resolution of Beneficiary Grievances.**

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

F. **Provider Appeal Procedures.**

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

**ARTICLE XI**  
**HIPAA**

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

**ARTICLE XII**  
**MISCELLANEOUS**

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

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

B. **Entire Agreement.**

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

C. **Amendments.**

No changes, amendments or alterations to this agreement shall be effective unless in writing and signed by both Parties. In addition to the provisions of Article IV D.2 of this agreement, minor amendments, including retroactive, that do not result in a substantial or functional change to the original intent of this agreement and do not cause an increase to the maximum amount payable under this agreement, may be agreed to in writing between Provider and the County's HHSA Director, or any HHSA Branch Director designated by the HHSA Director, amendment is in substantially the same format as the County's standard format amendment contained in the Shasta County Contracts Manual (Administrative policy 6-101).

D. **Headings.**

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

E. **Independent Contractors.**

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

F. **Federal Healthcare Compliance Program.**

1. In entering into this agreement, Provider attests they have an active Program for Compliance with Federal Healthcare Programs in place and provide regular training on Federal Healthcare Compliance to all staff who provide services that are paid for with Federal Healthcare dollars. Provider further acknowledges the County's Program for Compliance with Federal Healthcare Programs and the Contractor Code of Conduct (Code of Conduct), attached and incorporated herein as **EXHIBIT NO. 5**. Should the aforementioned Code of Conduct be amended during the term of the agreement, Provider shall comply with the Code of Conduct as amended and provided to Provider by County.

2. Provider shall not enter into an agreement to provide of services pursuant to the provisions of this agreement with any provider who is, or at any time has been, excluded from participation in any federally funded healthcare program, including, without limitation, Medi-Care or Medi-Cal.
3. Provider attests that Provider and all Provider's employees and subcontractors who are providing services pursuant to the provisions of this agreement are not excluded from Medi-Cal and Medicaid provider participation.

G. **No Inducement to Refer.**

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

H. **Meetings.**

1. Provider will attend quarterly meetings with local area hospitals, local law enforcement and County to discuss issues of inpatient hospitalization and related procedural concerns.
2. Provider will provide at least one representative to attend County's bi-annual Designated Facilities meeting.

I. Provider shall comply with WIC sections 8100 – 8108 regarding notification to the California Department of Justice.

**ARTICLE XIII**  
**NOTICES**

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

County:

Director of Adult Services  
ATTN: Contracts Unit  
P.O. Box 496005  
Redding, CA 96049-6005  
Phone: (530) 225-5900  
Fax: (530) 225-5977

Provider:

Chief Executive Officer  
Shasta Regional Medical Center  
1100 Butte St.  
Redding, CA 96001  
Phone:  
Fax:

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



**EXHIBIT NO. 1**  
**REIMBURSEMENT ADDENDUM**

**A. Provider Inpatient Service Reimbursement.**

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

Medi-Cal Inpatient Acute (Adult/Older Adult)	\$1,000.00 per day
Medi-Cal Inpatient Administrative Day*	\$ 565.58 per day
Medi-Cal Inpatient Professional Fees	\$ 100.00 per day
Short Doyle Inpatient Acute (Adult/Older Adult), All inclusive	\$1,100.00 per day
Short Doyle, Inpatient Administrative	\$ 565.58 per day

*\*Administrative day rates reflect the state established rate per the most recent DHCS Notice as of the date agreement is signed and is subject to change per written notification from DHCS.*

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

The total compensation payable under this agreement shall not exceed \$7,500,000 during the entire term of the agreement and shall not exceed \$2,500,000 during any County Fiscal Year, July 1 – June 30.

**COVERED/NON-COVERED SERVICES**

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

**INCLUDED SERVICES**

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

**NON-COVERED SERVICES**

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

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

**EXHIBIT NO. 2**  
**PROVIDER APPEAL PROCEDURE**

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

**EXHIBIT NO. 3**  
**NOTIFICATION OF RIGHTS FORM**

**Beneficiary's Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_ **Time:** \_\_\_\_\_

I understand that as a Beneficiary of SHASTA COUNTY's Inpatient Mental Health Plan, I have the right to access both Provider's and SHASTA COUNTY's Complaint Resolution and Grievance Process.

If I am not satisfied with Provider's service, I will first attempt to obtain a resolution through the Provider's Complaint Resolution and Grievance Process.

If a satisfactory resolution cannot be obtained through Provider, I have the right to access another level of appeal through the Mental Health Plan's Complaint Resolution and Grievance Process by contacting the Patient's Rights Advocate at (530) 225-5506.

I have the right to use Provider's or the Mental Health Plan's Complaint Resolution and Grievance Process at any time before, during, or after the Complaint Resolution and Grievance Process has begun.

I may obtain a full description of the Mental Health Plan and/or Provider's Complaint Resolution and Grievance Process upon request.

**When appropriate,**

<hr style="border-top: 1px solid black;"/> <b>Beneficiary Signature*</b>	<b>Date</b>	<hr style="border-top: 1px solid black;"/> <b>Parent/Guardian/Conservator Signature</b>	<b>Date</b>
--	-------------	---	-------------

<hr style="border-top: 1px solid black;"/> <b>Provider Center Staff Signature</b>	<b>Date</b>
---	-------------

**When appropriate, reason Beneficiary is unwilling to sign:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**\*If the Beneficiary is unable to understand and sign the Notification of Rights Form by reason of his/her mental disorder, Provider Staff will continue to request the Beneficiary's signature throughout hospitalization.**

**Original: Beneficiary Case Record**

**EXHIBIT NO. 4**  
**GRIEVANCE BROCHURE**

**WHAT HAPPENS TO  
YOUR GRIEVANCE?**

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

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

*You will be treated fairly  
during this process.*

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

Our ADA coordinator may  
be reached at:

530-225-5515 (phone)

530-225-5345 (fax)

California Relay Service: 711



Health and Human  
Services Agency

2640 Breslauer Way  
Redding, CA 96001  
[www.shastahhsa.net](http://www.shastahhsa.net)

**Grievance  
Form**

*Let us help you  
resolve any service  
complaints.*

**For help call:  
(530) 245-6750**

Revised 08/17

SHASTA COUNTY HEALTH AND HUMAN SERVICES AGENCY  
2640 Breslauer Way  
Redding, CA 96001  
[www.shastahhsa.net](http://www.shastahhsa.net)



Health and Human  
Services Agency

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

## WHY FILE A GRIEVANCE?

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

## HOW TO FILE A GRIEVANCE

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

## GRIEVANCE FORM

You may ask for help filling out this form or have someone do it for you.

You will be treated fairly if you file this form.

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

Name: \_\_\_\_\_ Birth Date: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_

Telephone: (home) \_\_\_\_\_ (work) \_\_\_\_\_ (cell) \_\_\_\_\_

Primary Language Spoken: \_\_\_\_\_

Describe the reason for your dissatisfaction: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

How do you think this can be resolved? \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_

**EXHIBIT NO. 5**  
**SHASTA COUNTY HEALTH AND HUMAN SERVICES**  
**AGENCY, MENTAL HEALTH PLAN (MHP)**  
**CONTRACTOR CODE OF CONDUCT**

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

**1. PURPOSE**

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

**2. CODE OF CONDUCT - GENERAL STATEMENT**

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

**3. CODE OF CONDUCT**

All HHSA Contractors and employees of Contractor shall:

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

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

guideline applicable to Federal Health Care programs;

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

**4. SHASTA COUNTY COMPLIANCE OFFICER**

The Shasta County HHSA Compliance Officer may be contacted at:

Compliance Officer

Shasta County Health and Human Services Agency, Business & Support

Services 1810 Market Street, Redding, CA 96001

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

6005 (530) 245-6750

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

8050 Website Address:

[http://www.co.shasta.ca.us/html/Mental\\_Health/About%20Us/About%20Us.htm](http://www.co.shasta.ca.us/html/Mental_Health/About%20Us/About%20Us.htm)

Email: [mhcompofcr@co.shasta.ca.us](mailto:mhcompofcr@co.shasta.ca.us)

*CODE OF CONDUCT CERTIFICATION PAGE FOLLOWS*





**Shasta County Health & Human Services  
Agency (HHSA)**

**CODE OF CONDUCT -  
CONTRACTOR  
CERTIFICATION**

I, \_\_\_\_\_, by signing this Certification  
(*Print First and Last Name*)

acknowledge that:

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

Signed \_\_\_\_\_ Date \_\_\_\_\_

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

Thank you.

**EXHIBIT NO. 6****QUARTERLY REPORT****COMPLETED FORMS MAY BE MAILED, EMAILED OR FAXED**

Shasta County Health and Human Services Agency

Adult Services Branch

ATTN: Contracts

2460 Breslauer Way, Redding CA 96001

Email: ASContracts@co.shasta.ca.us

FAX Number: (530) 229-8322

Provider Name: \_\_\_\_\_ Quarter Covered by Report: \_\_\_\_\_

Report Completed by: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_ Date of Report: \_\_\_\_\_

1. Please report the following information for the quarter:

	0-17	18-20	21+
Total number of clients served			
Total number of unduplicated clients			
Total number of dual diagnosed clients			
Number of clients who received a diagnosis of Substance Use Disorder (SUD)			
Total number of unduplicated dual diagnosed clients			
Total number of rehabilitation services delivered			
Total number of group services delivered			
Total number discharged from care			

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

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

3. Please discuss outreach and/or collaboration with families, other agencies and community-based organizations.

4. Please report on any leadership and staff changes. List staff training provided and number of staff in attendance.

5. Please report any achieved outcome objectives and upcoming plans.
6. Please explain any contract related activities or unusual events.
7. Please describe any issues or problems encountered and the steps that have been taken to resolve these issues.
8. Progress on completing the additional requirements this quarter (Check if complete).
  - ☐ All staff have been trained in and are adhering to the Code of Conduct.
  - ☐ Patients have received information on their individual rights, program rules and regulations, and EPSDT.
  - ☐ All staff working in program have passed the Sanction Checks.
9. Verification of your staff's absence from Federal Funding Exclusion List:  
  
By: \_\_\_\_\_ On: \_\_\_\_\_
10. If any of the additional requirements (question 8) have not been met, please provide explanation and a plan for meeting them:
11. Please report the number of Aftercare Services delivered in combination with Shasta County Adult Services throughout this quarter.
12. Please provide any other information you would like us to have.

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** September 11, 2018

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

**SUBJECT:**

Ratification of Local Emergency Proclamation: Delta Fire

**DEPARTMENT:** Sheriff

**Supervisory District No. :** 4

**DEPARTMENT CONTACT:** Tom Bosenko, Sheriff-Coroner (530) 245-6167

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

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

**RECOMMENDATION**

Adopt a resolution which ratifies the Shasta County Director of Emergency Services September 6, 2018 proclamation of a local emergency due to the wildland fire identified as the "Delta Fire," subject to the requirements of and in accordance with Government Code Section 8630.

**SUMMARY**

N/A

**DISCUSSION**

Pursuant to California Government Code Section 8630, a proclamation of local emergency made by the Director of Emergency Services shall not remain in effect for a period in excess of seven days unless it has been ratified by the Board of Supervisors. The recommended action will ratify the Director of Emergency Services September 6, 2018 verbal proclamation of such local emergency, which was signed by the Director on the morning of September 7, 2018.

The Delta Fire started September 5, 2018 and has destroyed an unknown number of structures. The Sheriff's Office evacuated homes affecting at least 300 citizens in the communities and private residences north of Lakehead interspersed within the Shasta Trinity National Forest. A survey of destroyed and damaged structures is planned and numerous structures are still threatened. The extent of damage to infrastructure such as guardrails, power poles, and power lines is unknown at this time. Union Pacific Railway and Amtrak train service has been shut down in the area of the fire due to damages tracks. Interstate 5 was also shut down due to the Delta Fire and detour routes were reported to be taking up to eight hours to travel.

As of the September 7, 2018 morning report of fire activity, 22,000 acres have been burned by the Delta Fire. The Delta Fire is moving toward Trinity County, resulting in mandatory evacuations there and an evacuation advisory is in place for Dunsmuir in Siskiyou County.

There are two other fires in Shasta County. The Carr Fire is contained as of August 30, 2018; however, it still requires mop up and monitoring. The Hirz Fire, just east of the Delta Fire, is 46,150 acres and 80% contained with several recreation sites closed.

Sheriff Tom Bosenko has proclaimed a Local Emergency as of September 6, 2018. The Delta Fire has extreme fire behavior with running and long-range spotting. Numerous structures and energy, communication and railroad infrastructure is still threatened.

**ALTERNATIVES**

There are no recommended alternatives.

**OTHER AGENCY INVOLVEMENT**

Other agency involvement includes but is not limited to, the Shasta County Department of Public Works, Shasta County Fire/CAL FIRE, California Highway Patrol, California Office of Emergency Services, California Department of Transportation, and US Forest Service,. County Counsel has reviewed both the proclamation and resolution as to form. The County Administrative Office has reviewed the recommendation.

**FINANCING**

This incident is ongoing and costs/cost estimates have not been established. Staff will pursue all available options for cost recovery if such options are available; however, it is anticipated that there will be some impact to the General Fund due to the amount of County resources committed.

**ATTACHMENTS:**

Description	Upload Date	Description
Resolution to Ratify Local Emergency	9/7/2018	Resolution to Ratify Local Emergency
Proclamation of Local Emergency - Delta Fire	9/7/2018	Proclamation of Local Emergency - Delta Fire

**RESOLUTION NO. 2018-**

**A RESOLUTION OF THE BOARD OF SUPERVISORS  
OF THE COUNTY OF SHASTA  
RATIFYING THE PROCLAMATION OF A LOCAL  
EMERGENCY AND REQUESTING THE GOVERNOR TO  
PROCLAIM A STATE OF EMERGENCY**

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

**WHEREAS**, conditions of extreme peril to the safety of persons and property have arisen within the County of Shasta, in that the wildland fire identified as the “Delta Fire” has devastated areas of the Shasta Trinity National Forest, has impacted the communities and private residences north of Lakehead interspersed within the National Forest, has closed a major interstate highway and other transportation methods serving Shasta County and many other areas, and continues to burn with no containment into these areas; and

**WHEREAS**, the Director of Emergency Services of the County did verbally proclaim the existence of a local emergency within the County of Shasta due to the Delta Fire on September 6, 2018, at 5:00 p.m.; and

**WHEREAS**, on the day of the declaration 1,224 personnel were assigned to the Delta Fire, which has consumed more than 15,000 acres as of the proclamation of local emergency with zero containment, destroyed an unknown number of structures/residences, and forced the evacuation of at least 300 people, and is still threatening structures as it burns through grass, brush, timber litter and understory, mixed conifer and decadent brush with no recent fire history, and heavy dead and down surface fuel components; and

**WHEREAS**, the Delta Fire has caused the shutdown of Interstate 5, with detour routes taking up to 8 hours to traverse, has shutdown rail traffic through the impacted area due to burned tracks, has destroyed an unknown number of linear feet of Shasta County guard rails as well as an unknown number of road signs, caused unknown damage the utilities and power poles and lines have been damaged or destroyed, and other infrastructure has been or is threatened with damage or destruction; and

**WHEREAS**, Shasta County continues to be impacted by two other major fire incidents including the Carr Fire (one of the most destructive fires in California history) and the Hirz Fires thus further straining resources available for disaster response and relief, and

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

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

Resolution No. 2018 –  
September 11, 2018  
Page 2 of 2

**BE IT FURTHER RESOLVED** that the Board of Supervisors shall review the need for continuing the local emergency at least once every 30 days until its termination is proclaimed by this Board.

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

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

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

**DULY PASSED AND ADOPTED** this 11th day of September, 2018, by the Board of Supervisors of the County of Shasta by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:  
RECUSE:

---

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

ATTEST:

LAWRENCE G. LEES  
Clerk of the Board of Supervisors

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

**Proclamation of Local Emergency by  
Director of Emergency Services  
and Request to the Governor to Proclaim a State of Emergency**

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

**WHEREAS**, the Shasta County Board of Supervisors is not in session and cannot immediately be called into session; and

**WHEREAS**, this Proclamation of Local Emergency will be ratified and as necessary reaffirmed by the Board of Supervisors pursuant to applicable laws; and

**WHEREAS**, the Director of Emergency Services of the County of Shasta hereby finds;

1. That conditions of extreme peril to the safety of persons and property have arisen within the county of Shasta caused by a fire which began on September 5, 2018 at approximately 12:51 p.m. (the "Delta Fire") that has impacted the communities and private residences north of Lakehead interspersed within the Shasta Trinity National Forest; and
2. An unknown number of structures/residences have been destroyed by the fire; and
3. Infrastructure such as guard rails, roads and power poles have been destroyed leaving unsafe road conditions and potential health related incidents due to the extreme temperatures in the area of Shasta County; and
4. Due to the Delta Fire burning on both sides of Interstate 5, both northbound and southbound lanes were closed beginning on September 5, 2018 at approximately 3:30 p.m., and as of this proclamation remain closed from Fawndale Road, 10 miles north of Redding, to Mott Road, south of Mount Shasta in Siskiyou County; and
5. Union Pacific Railway and Amtrak train service has been shut down in the area of the fire due to tracks damaged by to the Delta Fire; and
6. The Delta Fire, as of this proclamation of emergency, continues to burn and has consumed in excess of 15,000 acres with extreme temperatures and low humidity making it difficult for firefighters to make progress on containment; and
7. Homes have been evacuated, affecting approximately 300 residents; and
8. Conditions are, or are likely, to be beyond the control of the services, personnel, equipment, and facilities of Shasta County; and



Proclamation of Local Emergency  
Delta Fire Incident  
September 7, 2018  
Page 2 of 2

9. The Governor of the State of California on July 26, 2018 proclaimed a state of emergency in Shasta County as a result of the conditions caused by the Carr Fire which was fully contained on August 30, 2018 but that is still requiring mop-up and monitoring.
10. Due to the Carr and Hirz Fires in Shasta County, resources available for disaster response and relief are stretched thin thus impacting the ability to respond in some cases; and

**WHEREAS**, the Director of Emergency Services of the County of Shasta has verbally proclaimed the existence of a State of Emergency on September 6, 2018 at 5:00 p.m.

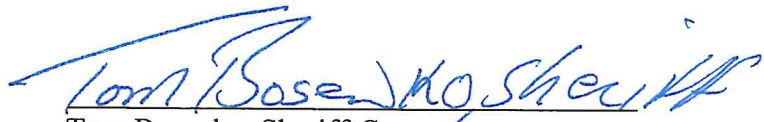
**NOW, THEREFORE, BE IT RESOLVED** that a local emergency now exists in Shasta County pursuant to Government Code section 8630 and other applicable laws; and

**NOW THEREFORE, IT IS FURTHER PROCLAIMED AND ORDERED** that during the existence of said local emergency the powers, functions and duties of the Director of Emergency Services and the emergency organization of the County shall be those prescribed by the state law, and by ordinance and resolutions of this County approved by the Board of Supervisors and by the Shasta Operational Area Emergency Operations Plan, as approved by the Board of Supervisors; and;

**NOW THEREFORE IT IS FURTHER PROCLAIMED** that Sheriff Tom Bosenko, Director of Emergency Services, or his representative is hereby designated as the authorized representative of the County of Shasta for the purpose of receipt, processing, and coordination of all inquiries and requirements necessary to obtain available state and federal assistance.

**COUNTY OF SHASTA**

Dated: September 07, 2018  
Time: 9:48 a.m.

  
Tom Bosenko, Sheriff-Coroner  
Director of Emergency Services  
County of Shasta  
State of California

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** September 11, 2018

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

**SUBJECT:**

CSA No. 2-Sugarloaf Water – Local Emergency

**DEPARTMENT:** Public Works

County Service Area No. 2-Sugarloaf Water

**Supervisory District No. :** 4

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

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

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

**RECOMMENDATION**

Take the following actions on behalf of County Service Area (CSA) No. 2-Sugarloaf Water: (1) Adopt a resolution which ratifies the Sheriff's September 4, 2018 Emergency Declaration; and (2) request the Governor proclaim a State of Emergency.

**SUMMARY**

Dry conditions leave County Service Area No. 2-Sugarloaf Water with limited water to meet demand.

**DISCUSSION**

County Service Area No. 2-Sugarloaf Water (CSA) provides water service to 62 connections near Lakehead. The CSA draws water from a well and a spring. These supplies typically wane in late summer to about 15 gallons per minute. Demand tapers off after Labor Day and winter rains replenish supplies.

The spring has traditionally met winter demand. The well was held in reserve due to water quality concerns. Last year, the well was upgraded to meet current water quality standards and was pressed into continuous service. That may have prematurely exhausted that supply. Current yield is about nine gallons per minute which is insufficient to meet demand. The State Water Resources Control Board has provided emergency funding to import 9,000 gallons per day. The Sheriff has proclaimed a State of Emergency. This action will serve to marshal additional resources. Existing grants will fund another well and/or improvements to the spring.

**ALTERNATIVES**

The Board may not ratify the Sheriff's proclamation. Existing supply is insufficient to meet basic demand.

**OTHER AGENCY INVOLVEMENT**

The Sheriff's Office made the initial proclamation. County Counsel has approved the documents as to form. The

recommendation has been reviewed by the County Administrative Office.

**FINANCING**

The CSA No. 2 Sugarloaf Water Administration fund is currently in a negative cash position. A rate increase went into effect July 1, 2018. Wellhead improvements and waterline breaks have significantly increased operational costs. Disaster reimbursement may offset some expenditures. Potential General Fund impact is unknown at this time.

**ATTACHMENTS:**

Description	Upload Date	Description
Local Emergency Proclamation - CSA No. 2-Sugarloaf	9/4/2018	Local Emergency Proclamation - CSA No. 2-Sugarloaf
Resolution	9/4/2018	Resolution

**Proclamation of a Local Emergency by  
Director of Emergency Services  
and Request of the Governor to Proclaim a State of Emergency  
County Service Area No. 2-Sugarloaf**

**WHEREAS**, California Government Code Section 8630 and Shasta County Code Section 2.72.060 of the County of Shasta empowers the Director of Emergency Services to proclaim the existence or threatened existence of a local emergency as defined by California Government Code Section 8558 when the Board of Supervisors is not in session; and

**WHEREAS**, the Shasta County Board of Supervisors is not in session and cannot immediately be called into session; and

**WHEREAS**, this Proclamation of Local Emergency will be ratified, and as necessary reaffirmed, by the Board of Supervisors pursuant to applicable laws; and

**WHEREAS**, the Director of Emergency Services of the County of Shasta hereby finds:

1. The Shasta County Sheriff's Office, Office of Emergency Services has been notified of conditions which effect the County Service Area No. 2-Sugarloaf water delivery system and which rises to an emergency level and could impact the entire community of Lakehead, California.
2. The water system is currently serving 62 connections to 139 full time residents, water is served from a well and a spring, both sources have nearly dried up, combined water flow from these two sources is now at about nine gallons a minute, (normal flows should be approximately 15 gallons a minute) making it difficult to deliver water to meet basic health and safety needs. The water system is struggling to keep up with basic sanitation needs and will not be able provide enough water for fire protection needs in the event of a fire in the residential area.
3. Shasta County Public Works is working with State Control Water Resource Board for emergency delivery of water. It is expected this will continue until significant, measurable rainfall occurs and provides adequate water to the area.
4. Shasta County Public Works will work to mitigate the issue, conduct inspections on water system and seek funds to possibly enhance the water delivery system.

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

**NOW, THEREFORE, IT IS HEREBY PROCLAIMED** that a local emergency now exists in Shasta County pursuant to Government Code Section 8630 and other applicable laws; and

**IT IS FURTHER PROCLAIMED AND ORDERED** that during the existence of said local emergency the powers, functions, and duties of the Director of Emergency Services and the emergency organization of the county shall be those prescribed by state law, and by ordinance and resolutions of this county approved by the Board of Supervisors, and by the Shasta Operational Area Emergency Operations Plan, as approved by the Board of Supervisors; and,

**Proclamation of a Local Emergency by  
Director of Emergency Services  
and Request of the Governor to Proclaim a State of Emergency  
County Service Area No. 2-Sugarloaf  
September 4, 2018  
Page 2 of 2**

**IT IS FURTHER ORDERED** that a copy of this declaration be forwarded to the Governor of California with the request that he proclaim the County of Shasta to be in a state of emergency; and,

**IT IS FURTHER RESOLVED** that Sheriff Tom Bosenko, Director of Emergency Services, or his representative is hereby designated as the authorized representative of the County of Shasta for the purpose of receipt, processing, and coordination of all inquiries and requirements necessary to obtain available state and federal assistance.

**COUNTY OF SHASTA**

Dated: September 4, 2018  
Time: 0915 hours



---

Tom Bosenko, Sheriff-Coroner  
Director of Emergency Services  
County of Shasta  
State of California

**RESOLUTION NO. 2018-**

**A RESOLUTION OF THE BOARD OF SUPERVISORS  
OF THE COUNTY OF SHASTA  
RATIFYING THE PROCLAMATION OF A LOCAL EMERGENCY  
AND REQUESTING THE GOVERNOR TO  
PROCLAIM A STATE OF EMERGENCY**

**WHEREAS**, California Government Code Section 8630 and Shasta County Code Section 2.72.060, of the County of Shasta empowers the Director of Emergency Services to proclaim the existence or threatened existence of a local emergency as defined by California Government code Section 8558, if the board of supervisors is not in session; and

**WHEREAS**, conditions of an emergency now exists for 139 full time residents in the Lakehead area, could impact the entire community of Lakehead; and

**WHEREAS**, the County Service Area No. 2-Sugarloaf Water is a water system serving 62 connections to 139 full time residents. Water is extracted from a well and a spring; both are nearly exhausted. The combined water flow from these two sources is now at approximately 9 gallons per minute (normal flows should be approximately 15 gallons per minute), making it difficult to deliver water to meet basic health and safety needs. The water system is struggling to maintain basic sanitation needs and will not be able provide enough water for fire protection needs; and

**WHEREAS**, on May 1, 2018, a boil water notice was issued for County Service Area No. 2-Sugarloaf Water. The boil water notice was rescinded on May 3, 2018; and

**WHEREAS**, on June 26, 2018, another boil water notice was issued for County Service Area No. 2-Sugarloaf Water. The boil water notice remains in effect; and

**WHEREAS**, Shasta County Public Works is working with State Control Water Resource Board for emergency delivery of water; and

**WHEREAS**, the Director of Emergency Services of the County did proclaim the existence of a local emergency within the County of Shasta due to the water shortage, on the Fourth day of September, 2018 at 9:15 a.m.; and

**WHEREAS**, it is expected this emergency will continue until significant, measurable rainfall occurs and provides adequate water to the area; and

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

Resolution No. 2018-  
September 11, 2018  
Page 2

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Supervisors of the County of Shasta ratifies the proclamation of a “local emergency” by the Director of Emergency Services and proclaims and orders that said local emergency shall be deemed to continue to exist until its termination is proclaimed by the Board of Supervisors of the County of Shasta, State of California. The Board of Supervisors shall review the need for continuing the local emergency at least once every 30 days until its termination is proclaimed by the Board of Supervisors.

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

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

**BE IT FURTHER RESOLVED** that a copy of this declaration shall be forwarded to the Governor of California and request the Governor to allow California Disaster Assistance Act funds and any other State and Federal funding be released to assist in recovery from this emergency.

**DULY PASSED AND ADOPTED** this 11th day of September, 2018 by the Board of Supervisors of the County of Shasta by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:  
RECUSE:

---

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

ATTEST:

LAWRENCE G. LEES  
Clerk of the Board of Supervisors

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

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** September 11, 2018

**CATEGORY:** Scheduled Hearings - General Government-8.

**SUBJECT:**

Public Hearing to Consider Implementing AB 1265/SB 1353, Amendments to the Williamson Act for 2019

**DEPARTMENT:** Administrative Office

**Supervisory District No. :** All

**DEPARTMENT CONTACT:** Ayla Tucker, Administrative Analyst (530) 225-5561

**STAFF REPORT APPROVED BY:** Ayla Tucker, Administrative Analyst

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

**RECOMMENDATION**

Take the following actions: (1) Conduct a public hearing to consider implementing, pursuant to subdivision (e) of Government Code section 16142, the provisions authorized in Assembly Bill (AB) 1265 and Senate Bill (SB) 1353 and outlined in subdivision (b) of Government Code Section 51244 and Section 51244.3 (AB 1265/SB 1353 provisions), which will have the following impacts effective January 1, 2019: (a) the implementation would reduce a landowner's Williamson Act property tax benefits, which in most instances will result in an increase in property taxes to the landowner; (b) the implementation would reduce the term of a Williamson Act contract from ten years to nine years; and (c) the implementation would allow increased revenues to be transferred directly into the County's General Fund; (2) adopt a resolution which: (a) finds that, for Fiscal Year (FY) 2017-18, the subvention payment the County received from the State of California pursuant to the Open Space Subvention Act was less than one-half of the County's actual foregone General Fund property tax revenue that resulted from Williamson Act contracts; and (b) states the Board's decision to implement Government Code Section 51244(b) and Government Code Section 51244.3 effective January 1, 2019; (3) direct staff to notify all Williamson Act contracted landowners of the following: (a) the final decision of the Board of Supervisors after the conclusion of the September 11, 2018 public hearing on whether to implement the AB 1265/SB 1353 provisions; and (b) the landowner's right to prevent the reduction in the term of his or her contract due to the implementation of the AB 1265/SB 1353 provisions by serving notice of non-renewal as specified by Government Code Sections 51244, 51245 and Shasta County Resolution No. 2011-103; and (4) direct the County Administrative Office, Assessor-Recorder, Auditor-Controller, Tax Collector and Director of Resource Management to take all necessary steps to implement AB 1265/SB 1353 including but not limited to recording a notice that states the affected parcel numbers and current owner's names, making the appropriate additions to all affected properties assessed values, and modifying the FY 2019-20 tax bills to reflect the assessment changes associated with the reduced tax benefit.

**SUMMARY**

N/A

**DISCUSSION**



On July 15, 2011, AB 1265 was enacted into law with a retroactive effective date of January 1, 2011. AB 1265 provides an opportunity for counties to offset a portion of their loss of Williamson Act related subvention funds by implementing the AB 1265 provisions. On September 13, 2011, the Board implemented the provisions of AB 1265 for the year 2012, which had the following impacts as of January 1, 2012: (1) The implementation reduced a landowner's Williamson Act property tax benefits, which in most instances resulted in an increase in property taxes to the landowner; (2) the implementation reduced the term of a Williamson Act contract from ten years to nine years; and (3) the implementation allowed increased revenues to be transferred directly into the County's General Fund.

Additionally, if a landowner wanted to prevent the reduction in the term of his or her Williamson Act contract with its reduced level of property tax benefits, the landowner had the option to non-renew the contract. AB 1265 provides that a county will not modify or revalue a landowner's contract unless the landowner is given at least 90 days' notice of the opportunity to prevent the modification and revaluation by serving notice of non-renewal.

Pursuant to Resolution 2011-103, adopted by the Board on September 13, 2011 to facilitate implementation of AB 1265, a landowner is provided with at least 90 days' notice of his or her opportunity to prevent the modification and revaluation by serving timely notice of non-renewal of his or her Williamson Act before the contract's annual renewal date.

The Board's implementation of AB 1265 on September 13, 2011 only applied to 2012. The Board implemented AB 1265 for 2013, 2014, 2015, 2016, 2017, and 2018..

By its terms, AB 1265 was set to expire effective January 1, 2016. However, effective January 1, 2015, the California Legislature adopted SB 1353 which removed the January 1, 2016 expiration date and otherwise maintained the provisions of AB 1265 related to Williamson Act contracts.

The issue now before the Board is the implementation of AB 1265 and SB 1353 for 2019.

AB 1265/SB 1353 is a program that a county can use when state subvention funding falls to less than half of the county's "actual foregone general fund property tax revenue." In such a case, AB 1265/SB 1353 enables a county to shorten its ten year Williamson Act contracts to nine years. Landowners can "opt out" of this approach by non-renewing their Williamson Act contracts instead of accepting the shorter contract terms.

For landowners who accept the shorter term, the Assessor is required to make an addition to the assessed value that reflects the shorter term. The addition is statutorily mandated (under AB 1265/SB 1353) to be 10% of the difference between; (a) the full unrestricted value of the property under Proposition 13 or the market value, whichever is lower, and (b) the restricted value of the property under the Williamson Act.

This means that for every dollar in property taxes that a contracted landowner currently avoids by having their land under contract, AB 1265/SB 1353 requires that ten cents be paid annually to the County. None of the additional revenues generated by AB 1265/SB 1353 are to be shared with the State or other government entities.

For FY 2017-18, Shasta County's actual foregone general fund property tax revenue from Williamson Act contracts was \$230,555. The County received no monies from the State pursuant to the Open Space Subvention Act. As a result, the zero payment from the State of California pursuant to the Open Space Subvention Act, is less than one-half of the County's actual foregone general fund property tax revenue.

The implementation of the AB 1265/SB 1353 provisions requires a majority vote of the Board of Supervisors. Its implementation will be suspended for any subsequent fiscal year in which the Williamson Act related subvention payment from the State for the previous fiscal year exceeds one-half of the foregone general fund property tax revenue that resulted from Williamson Act contracts.

If the Board decides to implement the AB 1265/SB 1353 provisions effective January 1, 2019, that decision only applies to 2019.

There are approximately 660 separate Assessor's Parcels in Shasta County that are subject to Williamson Act contracts. On

August 14, 2018, a total of 660 landowner notices were mailed to all property owners of parcels restricted by a Williamson Act contract. The landowner list was generated from the latest version of the Assessor's data base. As required, the notification included the scheduled public hearing on September 11, 2018 at 9:00 a.m. (or as soon thereafter as may be heard) to consider adoption of the implementation of AB 1265/SB 1353 for 2019. The public hearing notice was published in The Record Searchlight on August 24, 2018.

Following this public hearing, should the Board decide to implement AB 1265/SB 1353, staff will once again mail out notifications as required, to inform landowners of the final decision and their right to file a notice of non-renewal.

Should the County choose to implement the AB 1265/SB 1353 provisions for 2019, the landowner's options are: (1) Accept the new decreased 9-year term and associated 10% decrease in benefits; or, (2) File a Notice of Non-renewal, and accept the property tax consequences of escalating assessed valuation over the remaining term of the contract.

Non-renewal generally places a much higher financial burden on local landowners as assessed values will gradually return to their full unrestricted Proposition 13 amounts. In contrast, AB 1265 and SB 1353 allow landowners to retain 90% of the tax benefits that the Williamson Act currently affords them. For most, if not all, landowners, accepting the 9-year term and associated decrease in benefits would be significantly less of a financial burden than serving a notice of non-renewal.

The AB 1265/SB 1353 provisions do not apply to the following: (a) Contracts that have been non-renewed; (b) contracts with cities; (c) Open-space or agricultural easements; (d) scenic restrictions; (e) wildlife habitat contracts; (f) atypical term contracts, including, but not limited to, 20-year initial term contracts declining to 10 years, or re-encumbrances pursuant to Government Code Section 51295, if the county's board of supervisors determines the application of the AB 1265/SB 1353 provisions to them would be inequitable or administratively infeasible.

If the AB 1265/SB 1353 provisions are implemented by the Board of Supervisors for 2019, the Assessor's Office will be required to make the appropriate addition to the assessed values as of January 1, 2019, and the Auditor's Office and Tax Collector will be required to modify the Fiscal Year 2019-20 tax bills to reflect the assessment changes. The Department of Resource Management and the Assessor-Recorder's Office will process all notices of non-renewal that have been received.

Additionally, AB 1265/SB 1353 [Government Code Section 51244 (b)(2)] requires that in any year in which AB 1265/SB 1353 is implemented, the County shall record a notice that states the affected parcel number or numbers and current owner's names, or, alternatively, the same information for those parcels that are not affected.

## **ALTERNATIVES**

The Board may choose not to implement the AB 1265/SB 1353 provisions for 2019.

## **OTHER AGENCY INVOLVEMENT**

The County Administrative Office prepared the staff report and resolution. County Counsel has reviewed the resolution and approved it as to form.

## **FINANCING**

Costs associated with implementing AB 1265/SB 1353 for 2019 will be funded with General Funds.

## **ATTACHMENTS:**

Description	Upload Date	Description
Resolution AB 1265 FY2011	8/28/2018	Resolution AB 1265 FY2011
AB 1265 Legislation	8/28/2018	AB 1265 Legislation
SB 1353 Legislation	8/28/2018	SB 1353 Legislation
Resolution AB1265 Implementation 2019	8/31/2018	Resolution AB1265 Implementation 2019

**RESOLUTION NO. 2011-103**

**A RESOLUTION OF THE BOARD OF SUPERVISORS  
OF THE COUNTY OF SHASTA  
AMENDING ITS UNIFORM WILLIAMSON ACT RULES  
TO FACILITATE IMPLEMENTATION OF AB 1265 (STATS. 2011 C. 90)**

**WHEREAS**, the California Land Conservation Act (the "Williamson Act") was enacted on July 14, 1965, to implement a variety of state farmland preservation policies directed at discouraging the unnecessary and premature conversion of farmland to other uses; and

**WHEREAS**, approximately 187,130 acres in Shasta County are presently conserved by voluntary County and landowner participation in Williamson Act contracts; and

**WHEREAS**, for decades the State has provided subvention funding to replace the property tax revenues that participating jurisdictions like Shasta County lose as a consequence of extending reduced assessments to the owners of contracted lands; and

**WHEREAS**, Shasta County received \$8.00 in State subvention funding in Fiscal Year 2009-10 and \$0.00 in State subvention funding in Fiscal Year 2010-11 for the Williamson Act program, thus shifting the full financial burden of the Williamson Act program to the County at a very difficult financial time; and

**WHEREAS**, Assembly Bill 1265 (Stats. 2011, c. 90) ("AB 1265") is an effort to provide a partial and temporary solution to the elimination of subvention funding; and

**WHEREAS**, AB 1265 authorizes counties to adopt amendments to their uniform Williamson Act rules to facilitate implementation of AB 1265.

**NOW, THEREFORE, BE IT RESOLVED** that the Shasta County Board of Supervisors, State of California, hereby amends the County's uniform Williamson Act rules to facilitate implementation of AB 1265 by adding the following provisions to the County's uniform Williamson Act rules to replace the provisions previously implemented by Resolution No. 2010-122:

**AB 1265 Notices of Non-Renewal**

1. Should the Board of Supervisors, in accordance with Government Code Section 16142(e), implement Government Code Section 51244(b) and Government Code Section 51244.3 for the year 2011 effective January 1, 2011, the following rules shall apply for notices of non-renewal effective for the year 2011:
  - a. A landowner's contract shall not be modified or revalued under Government Code Section 51244(b) and Government Code Section 51244.3 unless the landowner, prior to February 1, 2011, is given at least

Resolution No. 2011-103

Page 2 of 3

- 60 days' notice of the opportunity to prevent the modification and revaluation by serving notice of non-renewal and the landowner fails to serve notice of non-renewal. This time period shall be referred to as the "Opportunity Time Period." Failure of the landowner to serve notice of nonrenewal within the Opportunity Time Period shall be considered implied consent to the implementation of Government Code Section 51244(b) and Government Code Section 51244.3.
- b. A landowner may withdraw a notice of non-renewal prior to the expiration of the Opportunity Time Period. A landowner who withdraws that notice prior to the expiration of the Opportunity Time Period shall be subject to term modification and additional assessed value pursuant to Government Code Section 51244(b) and Government Code Section 51244.3.
  - c. A landowner's notice of non-renewal served within the Opportunity Time Period (and not withdrawn prior to the expiration of the Opportunity Time Period) shall be considered effective as of January 1, 2011.
  - d. Once served and effective, a landowner's non-renewal notice may not be withdrawn except for cause and with the consent of the County. The County may impose lawful conditions in connection with providing any such consent.
2. Should the Board of Supervisors, in accordance with Government Code Section 16142(e), implement Government Code Section 51244(b) and Government Code Section 51244.3 for the year 2012 or any subsequent year, the following rules shall apply for notices of non-renewal:
- a. A landowner's contract shall not be modified or revalued under Government Code Section 51244(b) and Government Code Section 51244.3 unless the landowner is given at least 90 days' notice of the opportunity to prevent the modification and revaluation by serving notice of non-renewal and the landowner fails to serve notice of non-renewal prior to the annual renewal date of the contract. Failure of the landowner to serve notice of nonrenewal prior to the annual renewal date shall be considered implied consent to the implementation of Government Code Section 51244(b) and Government Code Section 51244.3 for that year.
  - b. A landowner may withdraw a notice of non-renewal prior to the annual renewal date. A landowner who withdraws that notice prior to the annual renewal date shall be subject to term modification and additional assessed value pursuant to Government Code Section 51244(b) and Government Code Section 51244.3.

Resolution No. 2011-103

Page 3 of 3

- c. A landowner's notice of non-renewal served prior to the annual renewal date (and not withdrawn prior to the annual renewal date) shall be considered effective as of the annual renewal date.
  - d. Once served and effective, a landowner's non-renewal notice may not be withdrawn except for cause and with the consent of the County. The County may impose lawful conditions in connection with providing any such consent.
3. Pursuant to Government Code Section 51244(b)(4), the Board of Supervisors may adopt additional amendments to the County's uniform Williamson Act rules to facilitate implementation of Government Code Section 51244(b) as necessary.

**BE IT FURTHER RESOLVED** that if any provisions of this Resolution or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable.

**DULY PASSED AND ADOPTED** this 13th day of September, 2011 by the Board of Supervisors of the County of Shasta by the following vote:

AYES: Supervisors Hartman, Baugh, Kehoe, Moty, and Hawes  
NOES: None  
ABSENT: None  
ABSTAIN: None  
RECUSE: None



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

ATTEST:

LAWRENCE G. LEES  
Clerk of the Board of Supervisors

By:   
Deputy



[Home](#)

[Bill Information](#)

[California Law](#)

[Publications](#)

[Other Resources](#)

[My Subscriptions](#)

[My Favorites](#)

AB-1265 Local government: Williamson Act. (2011-2012)

SHARE THIS:



## Assembly Bill No. 1265

### CHAPTER 90

An act to amend, repeal, and add Sections 16142, 16142.1, and 51244 of, to add Section 51244.4 to, and to add and repeal Section 51244.3 of, the Government Code, relating to local government, and declaring the urgency thereof, to take effect immediately.

[ Approved by Governor July 13, 2011. Filed with Secretary of State July 15, 2011. ]

### LEGISLATIVE COUNSEL'S DIGEST

AB 1265, Nielsen. Local government: Williamson Act.

Existing law, the Williamson Act, authorizes a city or county to enter into 10-year contracts with owners of land devoted to agricultural use, whereby the owners agree to continue using the property for that purpose, and the city or county agrees to value the land accordingly for purposes of property taxation. Existing law sets forth procedures for reimbursing cities and counties for property tax revenues not received as a result of these contracts.

This bill would, beginning January 1, 2011, and until January 1, 2016, authorize a county, in any fiscal year in which payments authorized for reimbursement to a county for lost revenue are less than 1/2 of the participating county's actual foregone general fund property tax revenue, to revise the term for newly renewed and new contracts and require the assessor to value the property, as specified, based on the revised contract term. The bill would provide that a landowner may choose to nonrenew and begin the cancellation process. The bill would also provide that any increased revenues generated by properties under a new contract shall be paid to the county.

This bill would declare that it is to take effect immediately as an urgency statute.

Vote: 2/3 Appropriation: no Fiscal Committee: yes Local Program: no

### THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

**SECTION 1.** Section 16142 of the Government Code is amended to read:

**16142.** (a) The Secretary of the Natural Resources Agency shall direct the Controller to pay annually out of the funds appropriated by Section 16140, to each eligible county, city, or city and county, the following amounts for each acre of land within its regulatory jurisdiction that is assessed pursuant to Section 423, 423.3, 423.4, or 423.5, or 426 if it was previously assessed under Section 423.4, of the Revenue and Taxation Code:

(1) Five dollars (\$5) for prime agricultural land, as defined in Section 51201.

(2) One dollar (\$1) for all land, other than prime agricultural land, which is devoted to open-space uses of statewide significance, as defined in Section 16143.

(b) The amount per acre in paragraph (1) of subdivision (a) may be increased by the Secretary of the Natural Resources Agency to a figure which would offset any savings due to a more restrictive determination by the secretary as to what land is devoted to open-space use of statewide significance.

(c) The amount per acre in subdivision (a) shall only be paid for 10 years from the date that the land was first assessed pursuant to Section 426 of the Revenue and Taxation Code, if it was previously assessed under Section 423.4 of that code.

(d) Notwithstanding any other provision of law, for the 2008–09 fiscal year and each fiscal year thereafter, the Controller shall reduce, by 10 percent, any payment made pursuant to this section.

(e) Effective January 1, 2011, if the payment pursuant to this section for the previous fiscal year is less than one-half of the participating county's actual foregone general fund property tax revenue, the county may make a determination to implement subdivision (b) of Section 51244 and Section 51244.3. The implementation of these sections shall be suspended for any subsequent fiscal year in which the payment for the previous fiscal year exceeds one-half of the foregone general fund property tax revenue.

For purposes of this subdivision, a county's actual foregone property tax revenue shall be based on the county's respective share of the general property tax dollars as reflected in the most recent annual report issued by the State Board of Equalization or 20 percent, whichever is higher.

(f) This section shall remain in effect only until January 1, 2016, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2016, deletes or extends that date.

**SEC. 2.** Section 16142 is added to the Government Code, to read:

**16142.** (a) The Secretary of the Natural Resources Agency shall direct the Controller to pay annually out of the funds appropriated by Section 16140, to each eligible county, city, or city and county, the following amounts for each acre of land within its regulatory jurisdiction that is assessed pursuant to Section 423, 423.3, 423.4, or 423.5, or 426 if it was previously assessed under Section 423.4, of the Revenue and Taxation Code:

(1) Five dollars (\$5) for prime agricultural land, as defined in Section 51201.

(2) One dollar (\$1) for all land, other than prime agricultural land, which is devoted to open-space uses of statewide significance, as defined in Section 16143.

(b) The amount per acre in paragraph (1) of subdivision (a) may be increased by the Secretary of the Natural Resources Agency to a figure which would offset any savings due to a more restrictive determination by the secretary as to what land is devoted to open-space use of statewide significance.

(c) The amount per acre in subdivision (a) shall only be paid for 10 years from the date that the land was first assessed pursuant to Section 426 of the Revenue and Taxation Code, if it was previously assessed under Section 423.4 of that code.

(d) Notwithstanding any other law, for the 2008–09 fiscal year and each fiscal year thereafter, the Controller shall reduce, by 10 percent, any payment made pursuant to this section.

(e) This section shall become operative on January 1, 2016.

**SEC. 3.** Section 16142.1 of the Government Code is amended to read:

**16142.1.** (a) In lieu of the payments made pursuant to Section 16142, in a county that has adopted farmland security zones pursuant to Section 51296, the Secretary of the Natural Resources Agency shall direct the Controller to pay annually out of the funds appropriated by Section 16140, to each eligible county, city, or city and county, the following amount for each acre of land within its regulatory jurisdiction that is assessed pursuant to Section 423.4 or 426 of the Revenue and Taxation Code, if it was previously assessed under Section 423.4 of that code:

Eight dollars (\$8) for land that is within, or within three miles of the boundaries of the sphere of influence of, each incorporated city.

(b) The amount per acre in subdivision (a) shall only be paid for 10 years from the date that the land was first assessed pursuant to Section 426 of the Revenue and Taxation Code, if it was previously assessed under Section 423.4 of that code. The appropriation authorized by this subdivision shall not exceed one hundred thousand dollars (\$100,000) per year until 2005.

(c) Notwithstanding any other provision of law, for the 2008–09 fiscal year and each fiscal year thereafter, the Controller shall reduce, by 10 percent, any payments made pursuant to this section.

(d) Effective January 1, 2011, if the payment pursuant to this section for the previous fiscal year is less than one-half of the participating county's actual foregone general fund property tax revenue, the county may make a determination to implement subdivision (b) of Section 51244 and Section 51244.3. The implementation of these sections shall be suspended for any subsequent fiscal year in which the payment for the previous fiscal year exceeds one-half of the foregone general fund property tax revenue.

For purposes of this subdivision, a county's actual foregone property tax revenue shall be based on the county's respective share of the general property tax dollars as reflected in the most recent annual report issued by the State Board of Equalization or 20 percent, whichever is higher.

(e) This section shall remain in effect only until January 1, 2016, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2016, deletes or extends that date.

**SEC. 4.** Section 16142.1 is added to the Government Code, to read:

**16142.1.** (a) In lieu of the payments made pursuant to Section 16142, in a county that has adopted farmland security zones pursuant to Section 51296, the Secretary of the Natural Resources Agency shall direct the Controller to pay annually out of the funds appropriated by Section 16140, to each eligible county, city, or city and county, the following amount for each acre of land within its regulatory jurisdiction that is assessed pursuant to Section 423.4 or 426 of the Revenue and Taxation Code, if it was previously assessed under Section 423.4 of that code:

Eight dollars (\$8) for land that is within, or within three miles of the boundaries of the sphere of influence of, each incorporated city.

(b) The amount per acre in subdivision (a) shall only be paid for 10 years from the date that the land was first assessed pursuant to Section 426 of the Revenue and Taxation Code, if it was previously assessed under Section 423.4 of that code. The appropriation authorized by this subdivision shall not exceed one hundred thousand dollars (\$100,000) per year until 2005.

(c) Notwithstanding any other law, for the 2008–09 fiscal year and each fiscal year thereafter, the Controller shall reduce, by 10 percent, any payments made pursuant to this section.

(d) This section shall become operative on January 1, 2016.

**SEC. 5.** Section 51244 of the Government Code is amended to read:

**51244.** (a) Each contract shall be for an initial term of no less than 10 years. Each contract shall provide that on the anniversary date of the contract or such other annual date as specified by the contract a year shall be added automatically to the initial term unless notice of nonrenewal is given as provided in Section 51245.

(b) (1) If the county makes a determination pursuant to subdivision (e) of Section 16142 or subdivision (d) of Section 16142.1, contracts shall be for a term of no less than nine years for contracts currently 10 years in length or 18 years for contracts currently 20 years in length, as the case may be. For new contracts entered into during a year in which this subdivision is in effect, the initial contract length shall be either 9 or 18 years. Each contract shall provide, except in the initial year of the determination, that on the anniversary date of the contract or such other annual date as specified by the contract, a year shall be added automatically to the initial term unless notice of nonrenewal is given as provided in Section 51245.

In any subsequent year during the reduced term of contract in which increased revenue is not realized by the county pursuant to Section 51244.3, two or three additional years shall be added to the contract on the next anniversary date, as necessary, to restore the contract to its full 10-year or 20-year contract length.

(2) In any year in which this subdivision is implemented, the county shall record a notice that states the affected parcel number or numbers and current owner's names, or, alternatively, the same information for those parcels that are not affected.

(3) An addition to the assessed value shall be conveyed to the auditor, consistent with the 10-percent reduction in the length of the restriction, equal to 10 percent of the difference between the valuation pursuant to Section 423, 423.3, or 423.5 of the Revenue and Taxation Code, as applicable, and the valuation under subdivision (b) of Section 51 or Section 110.1 of the Revenue and Taxation Code, whichever is lower. If the valuation under subdivision (b) of Section 51 or Section 110.1 of the Revenue and Taxation Code is lower, the addition to the



assessed value shall be zero. The increased amount of tax revenue that results from the decrease in restriction shall be separately displayed on the taxpayer's annual bill.

(4) A landowner may elect to serve notice of nonrenewal instead of accepting a 9-year or 18-year contract, as the case may be. In that case, the additional assessed value shall not be added to the property as provided for in paragraph (3).

For purposes of this subdivision, a landowner may serve notice of nonrenewal at any time. However, a landowner who withdraws that notice prior to the effective date shall be subject to term modification and additional assessed value. Once served and effective, a landowner nonrenewal notice may not be withdrawn except for cause and with the consent of the county. A county may adopt amendments to its uniform rules to facilitate implementation of this subdivision during the 2011–12 fiscal year, and thereafter as necessary.

(5) In addition to any other notice requirements, a county shall provide a landowner under contract with timely written notice of all of the following:

(A) Any initial hearing by the county on a proposal to adopt or rescind the implementation of this subdivision.

(B) Any final decision regarding the adoption or rescission of implementation of this subdivision.

(C) The landowner's right to prevent the reduction in the term of his or her contract pursuant to this subdivision by serving notice of nonrenewal as specified by Section 51245. This notice may be combined with the county's notice in subparagraph (B).

(6) A county shall not modify or revalue a landowner's contract pursuant to this subdivision unless the landowner is given at least 90 days' notice of the opportunity to prevent the modification and revaluation by serving notice of nonrenewal and the landowner fails to serve notice of nonrenewal. The county may use the primary owner of record from the assessment roll to identify landowners entitled to receive notice under this subdivision. A landowner shall be advised of the landowner's right to avoid continued imposition of this subdivision in any future year and thereafter by serving a notice of nonrenewal for that contract year. Failure of the landowner to serve timely notice of nonrenewal in any year shall be considered implied consent to the implementation of this subdivision for that year.

The 90-day notice requirement may be reduced to 60 days if the county adopts a procedure to allow landowners to serve a notice of nonrenewal until February 1, 2012.

(7) This subdivision shall not apply to any of the following:

(A) Contracts that have been nonrenewed.

(B) Contracts with cities.

(C) Open-space or agricultural easements.

(D) Scenic restrictions.

(E) Wildlife habitat contracts.

(F) Atypical term contracts, including, but not limited to, 20-year initial term contracts declining to 10 years, or reencumbrances pursuant to Section 51295, if the county's board of supervisors determines the application of this subdivision to them would be inequitable or administratively infeasible.

(c) This section shall remain in effect only until January 1, 2016, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2016, deletes or extends that date.

**SEC. 6.** Section 51244 is added to the Government Code, to read:

**51244.** (a) Each contract shall be for an initial term of no less than 10 years. Each contract shall provide that on the anniversary date of the contract or such other annual date as specified by the contract a year shall be added automatically to the initial term unless notice of nonrenewal is given as provided in Section 51245.

(b) This section shall become operative on January 1, 2016.

**SEC. 7.** Section 51244.3 is added to the Government Code, to read:

**51244.3.** (a) This section shall apply to properties under a 9-year or 18-year contract, as the case may be, pursuant to subdivision (b) of Section 51244. Notwithstanding any other provision to the contrary, increased

revenues generated by those properties shall be allocated exclusively to the respective counties in which those properties are located.

(b) This section shall only apply if the county makes a determination pursuant to either Section 16142 or 16142.1.

(c) This section shall remain in effect only until January 1, 2016, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2016, deletes or extends that date.

**SEC. 8.** Section 51244.4 is added to the Government Code, to read:

**51244.4.** Notwithstanding subdivision (c) of Section 51244.3, payments authorized until January 1, 2016, pursuant to Section 16142, 16142.1, 51244, or 51244.3 may be collected after January 1, 2016.

**SEC. 9.** This act is an urgency statute necessary for the immediate preservation of the public peace, health, or safety within the meaning of Article IV of the Constitution and shall go into immediate effect. The facts constituting the necessity are:

County assessors in counties that participate in the Williamson Act need to be given certainty about the administration of the program by July 1, 2011, in order to properly assess affected properties.



SB-1353 Local government: Williamson Act. (2013-2014)

SHARE THIS:



**Senate Bill No. 1353**

**CHAPTER 322**

An act to amend Section 51244.3 of, to amend and repeal Sections 16142, 16142.1, and 51244 of, and to repeal Section 51244.4 of, the Government Code, relating to local government.

[ Approved by Governor September 15, 2014. Filed with Secretary of State September 15, 2014. ]

**LEGISLATIVE COUNSEL'S DIGEST**

SB 1353, Nielsen. Local government: Williamson Act.

Existing law, the Williamson Act, authorizes a city or county to enter into contracts with owners of land devoted to agricultural use, whereby the owners agree to continue using the property for that purpose, and the city or county agrees to value the land accordingly for purposes of property taxation. Existing law sets forth procedures for reimbursing cities and counties for property tax revenues not received as a result of these contracts. Existing law sets forth the term of these contracts at 10 or 20 years, except that until January 1, 2016, a county may, in any fiscal year in which payments authorized for reimbursement to a county for lost revenue are less than 1/2 of the participating county's actual foregone general fund property tax revenue, revise the term for newly renewed and new contracts to either 9 or 18 years. Existing law provides for an addition to the assessed value of properties subject to contracts with a reduced term.

This bill would delete the January 1, 2016, date and thereby authorize a county to utilize the process for revising or entering into contracts so as to specify 9-year or 18-year terms indefinitely. The bill would additionally authorize a county to utilize that process for revising or entering into contracts for land subject to a farmland security zone contract. The bill would also make conforming changes.

Vote: majority Appropriation: no Fiscal Committee: yes Local Program: no

**THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:**

**SECTION 1.** Section 16142 of the Government Code, as amended by Section 1 of Chapter 90 of the Statutes of 2011, is amended to read:

**16142.** (a) The Secretary of the Natural Resources Agency shall direct the Controller to pay annually out of the funds appropriated by Section 16140, to each eligible county, city, or city and county, the following amounts for each acre of land within its regulatory jurisdiction that is assessed pursuant to Section 423, 423.3, 423.4, or 423.5, or Section 426 if it was previously assessed under Section 423.4, of the Revenue and Taxation Code:

(1) Five dollars (\$5) for prime agricultural land, as defined in Section 51201.

(2) One dollar (\$1) for all land, other than prime agricultural land, which is devoted to open-space uses of statewide significance, as defined in Section 16143.

(b) The amount per acre in paragraph (1) of subdivision (a) may be increased by the Secretary of the Natural Resources Agency to a figure which would offset any savings due to a more restrictive determination by the secretary as to what land is devoted to open-space use of statewide significance.

(c) The amount per acre in subdivision (a) shall only be paid for 10 years from the date that the land was first assessed pursuant to Section 426 of the Revenue and Taxation Code, if it was previously assessed under Section 423.4 of that code.

(d) Notwithstanding any other provision of law, for the 2008–09 fiscal year and each fiscal year thereafter, the Controller shall reduce, by 10 percent, any payment made pursuant to this section.

(e) Effective January 1, 2011, if the payment pursuant to this section for the previous fiscal year is less than one-half of the participating county's actual foregone general fund property tax revenue, the county may make a determination to implement subdivision (b) of Section 51244 and Section 51244.3. The implementation of these sections shall be suspended for any subsequent fiscal year in which the payment for the previous fiscal year exceeds one-half of the foregone general fund property tax revenue.

For purposes of this subdivision, a county's actual foregone property tax revenue shall be based on the county's respective share of the general property tax dollars as reflected in the most recent annual report issued by the State Board of Equalization or 20 percent, whichever is higher.

**SEC. 2.** Section 16142 of the Government Code, as added by Section 2 of Chapter 90 of the Statutes of 2011, is repealed.

**SEC. 3.** Section 16142.1 of the Government Code, as amended by Section 3 of Chapter 90 of the Statutes of 2011, is amended to read:

**16142.1.** (a) In lieu of the payments made pursuant to Section 16142, in a county that has adopted farmland security zones pursuant to Section 51296, the Secretary of the Natural Resources Agency shall direct the Controller to pay annually out of the funds appropriated by Section 16140, to each eligible county, city, or city and county, the following amount for each acre of land within its regulatory jurisdiction that is assessed pursuant to Section 423.4 or 426 of the Revenue and Taxation Code, if it was previously assessed under Section 423.4 of that code:

Eight dollars (\$8) for land that is within, or within three miles of the boundaries of the sphere of influence of, each incorporated city.

(b) The amount per acre in subdivision (a) shall only be paid for 10 years from the date that the land was first assessed pursuant to Section 426 of the Revenue and Taxation Code, if it was previously assessed under Section 423.4 of that code. The appropriation authorized by this subdivision shall not exceed one hundred thousand dollars (\$100,000) per year until 2005.

(c) Notwithstanding any other provision of law, for the 2008–09 fiscal year and each fiscal year thereafter, the Controller shall reduce, by 10 percent, any payments made pursuant to this section.

(d) Effective January 1, 2011, if the payment pursuant to this section for the previous fiscal year is less than one-half of the participating county's actual foregone general fund property tax revenue, the county may make a determination to implement subdivision (b) of Section 51244 and Section 51244.3. The implementation of these sections shall be suspended for any subsequent fiscal year in which the payment for the previous fiscal year exceeds one-half of the foregone general fund property tax revenue.

For purposes of this subdivision, a county's actual foregone property tax revenue shall be based on the county's respective share of the general property tax dollars as reflected in the most recent annual report issued by the State Board of Equalization or 20 percent, whichever is higher.

**SEC. 4.** Section 16142.1 of the Government Code, as added by Section 4 of Chapter 90 of the Statutes of 2011, is repealed.

**SEC. 5.** Section 51244 of the Government Code, as amended by Section 5 of Chapter 90 of the Statutes of 2011, is amended to read:

**51244.** (a) Each contract shall be for an initial term of no less than 10 years. Each contract shall provide that on the anniversary date of the contract or such other annual date as specified by the contract a year shall be added automatically to the initial term unless notice of nonrenewal is given as provided in Section 51245.

(b) (1) If the county makes a determination pursuant to subdivision (e) of Section 16142 or subdivision (d) of Section 16142.1, contracts shall be for a term of no less than 9 years for contracts currently 10 years in length or 18 years for contracts currently 20 years in length, as the case may be. For new contracts entered into during a year in which this subdivision is in effect, the initial contract length shall be either 9 or 18 years. Each contract shall provide, except in the initial year of the determination, that on the anniversary date of the contract or such other annual date as specified by the contract, a year shall be added automatically to the initial term unless notice of nonrenewal is given as provided in Section 51245.

In any subsequent year during the reduced term of contract in which increased revenue is not realized by the county pursuant to Section 51244.3, 2 or 3 additional years shall be added to the contract on the next anniversary date, as necessary, to restore the contract to its full 10-year or 20-year contract length.

(2) In any year in which this subdivision is implemented, the county shall record a notice that states the affected parcel number or numbers and current owner's names, or, alternatively, the same information for those parcels that are not affected.

(3) An addition to the assessed value shall be conveyed to the auditor, consistent with the 10-percent reduction in the length of the restriction, equal to 10 percent of the difference between the valuation pursuant to Section 423, 423.3, 423.4, or 423.5 of the Revenue and Taxation Code, as applicable, and the valuation under subdivision (b) of Section 51 or Section 110.1 of the Revenue and Taxation Code, whichever is lower. If the valuation under subdivision (b) of Section 51 or Section 110.1 of the Revenue and Taxation Code is lower, the addition to the assessed value shall be zero. The increased amount of tax revenue that results from the decrease in restriction shall be separately displayed on the taxpayer's annual bill.

(4) A landowner may elect to serve notice of nonrenewal instead of accepting a 9-year or 18-year contract, as the case may be. In that case, the additional assessed value shall not be added to the property as provided for in paragraph (3).

For purposes of this subdivision, a landowner may serve notice of nonrenewal at any time. However, a landowner who withdraws that notice prior to the effective date shall be subject to term modification and additional assessed value. Once served and effective, a landowner nonrenewal notice may not be withdrawn except for cause and with the consent of the county. A county may adopt amendments to its uniform rules to facilitate implementation of this subdivision during the 2011–12 fiscal year, and thereafter as necessary.

(5) In addition to any other notice requirements, a county shall provide a landowner under contract with timely written notice of all of the following:

(A) Any initial hearing by the county on a proposal to adopt or rescind the implementation of this subdivision.

(B) Any final decision regarding the adoption or rescission of implementation of this subdivision.

(C) The landowner's right to prevent the reduction in the term of his or her contract pursuant to this subdivision by serving notice of nonrenewal as specified by Section 51245. This notice may be combined with the county's notice in subparagraph (B).

(6) A county shall not modify or revalue a landowner's contract pursuant to this subdivision unless the landowner is given at least 90 days' notice of the opportunity to prevent the modification and revaluation by serving notice of nonrenewal and the landowner fails to serve notice of nonrenewal. The county may use the primary owner of record from the assessment roll to identify landowners entitled to receive notice under this subdivision. A landowner shall be advised of the landowner's right to avoid continued imposition of this subdivision in any future year and thereafter by serving a notice of nonrenewal for that contract year. Failure of the landowner to serve timely notice of nonrenewal in any year shall be considered implied consent to the implementation of this subdivision for that year.

The 90-day notice requirement may be reduced to 60 days if the county adopts a procedure to allow landowners to serve a notice of nonrenewal until February 1, 2012.

(7) This subdivision shall not apply to any of the following:

(A) Contracts that have been nonrenewed.

(B) Contracts with cities.

(C) Open-space or agricultural easements.

(D) Scenic restrictions.

(E) Wildlife habitat contracts.

(F) Atypical term contracts, including, but not limited to, 20-year initial term contracts declining to 10 years, or reencumbrances pursuant to Section 51295, if the county's board of supervisors determines the application of this subdivision to them would be inequitable or administratively infeasible.

**SEC. 6.** Section 51244 of the Government Code, as added by Section 6 of Chapter 90 of the Statutes of 2011, is repealed.

**SEC. 7.** Section 51244.3 of the Government Code is amended to read:

**51244.3.** (a) This section shall apply to properties under a 9-year or 18-year contract, as the case may be, pursuant to subdivision (b) of Section 51244. Notwithstanding any other provision to the contrary, increased revenues generated by those properties shall be allocated exclusively to the respective counties in which those properties are located.

(b) This section shall only apply if the county makes a determination pursuant to either Section 16142 or 16142.1.

**SEC. 8.** Section 51244.4 of the Government Code is repealed.

**RESOLUTION NO. 2018-\_\_\_\_\_**

**RESOLUTION OF THE BOARD OF SUPERVISORS  
OF THE COUNTY OF SHASTA  
IMPLEMENTING GOVERNMENT CODE SECTIONS 51244(b) AND 51244.3  
EFFECTIVE JANUARY 1, 2019**

**WHEREAS**, the California Land Conservation Act (the “Williamson Act”) was enacted on July 14, 1965 to implement a variety of state farmland preservation policies directed at discouraging the unnecessary and premature conversion of farmland to other uses; and

**WHEREAS**, approximately 189,115 acres in Shasta County are presently conserved by voluntary County and landowner participation in Williamson Act contracts; and

**WHEREAS**, for decades the State has provided subvention funding to replace the property tax revenues that participating jurisdictions like Shasta County lose as a consequence of extending reduced assessments to the owners of contracted lands; and

**WHEREAS**, Shasta County received \$0.00 in State subvention funding in Fiscal Year 2017-18. The County’s actual foregone general fund property tax revenue for Fiscal Year 2017-18 was \$230,555. Accordingly, the County received less than one-half of the County’s foregone general fund tax revenue; and

**WHEREAS**, Assembly Bill 1265 (Stats. 2011, c. 90)(“AB 1265”) is an effort to provide a partial solution to the elimination of subvention funding; and

**WHEREAS**, Senate Bill 1353 removed the sunset date of January 1, 2016 that was included in AB 1265 and otherwise maintained the provisions of AB 1265 related to Williamson Act contracts; and

**WHEREAS**, the purpose of this Resolution is to make certain findings and take other actions necessary to formally implement AB 1265 and SB 1353 for the year 2019 effective January 1, 2019;

**NOW THEREFORE, BE IT RESOLVED**, the Shasta County Board of Supervisors, State of California, hereby makes the following findings and determinations for the year 2019:

1. The Board of Supervisors finds that during the prior Fiscal Year 2017-18, the payments received by the County pursuant to Government Code Section 16142 amounted to less than one-half of the County’s actual foregone general fund property tax revenue.

Resolution No. 2018-

Page 2 of 2

2. The Board of Supervisors hereby implements Government Code §§ 51244(b) and 51244.3 for the year 2019 effective January 1, 2019.
3. The County Administrative Office and other County staff are authorized to take such necessary and further actions as are appropriate to implement this Resolution and carry out the intent of the Board of Supervisors.

**BE IT FURTHER RESOLVED**, that if any provisions of this Resolution or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable.

**DULY PASSED AND ADOPTED** this 11<sup>th</sup> day of September, 2018, by the Board of Supervisors of the County of Shasta by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:  
RECUSE:

---

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

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

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



REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** September 11, 2018

**CATEGORY:** Scheduled Hearings - Resource Management-9.

**SUBJECT:**

Urgency Ordinance adding Title 19, Shasta County Carr Fire Disaster Recovery, to the Shasta County Code.

**DEPARTMENT:** Resource Management

**Supervisory District No. :** ALL

**DEPARTMENT CONTACT:** Paul Hellman, Director 225-5789

**STAFF REPORT APPROVED BY:** Paul Hellman, Director

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

**RECOMMENDATION**

Take the following actions regarding a Carr Fire urgency ordinance: (1) Conduct a public hearing; (2) close the public hearing; (3) find that adoption of the ordinance is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Public Resources Code Sections 21080(b)(3), 21080(b)(4), and 15269(a); and (4) introduce, waive the reading of, and enact an urgency ordinance adding Title 19, *Shasta County Carr Fire Disaster Recovery*, to the Shasta County Code.

**SUMMARY**

Conditions of extreme peril to the safety of persons and property within Shasta County were caused by the series of fast-moving and widespread fires, referred to as the Carr Fire, commencing on July 23, 2018. The Carr Fire destroyed 1,079 residences in Shasta County, as well as damaged 190 residences, and has consumed approximately 230,000 acres and displaced thousands of Shasta County residents. The State of California has declared that there is a statewide housing crisis. Even prior to the Carr Fire, there existed in the unincorporated county area a severe lack of rental housing. The housing units destroyed by the Carr Fire increased and exacerbated this rental housing shortage and also significantly reduced the number of owner-occupied housing units in the County.

The proposed urgency ordinance would temporarily modify and/or suspend various county housing, permitting, and health and safety codes and policies to expedite transition of residents and their families made homeless or displaced as a result of the Carr Fire to safe, secure, affordable, and habitable shelter on an interim and long term basis. This urgency ordinance would apply within the unincorporated areas of Shasta County for a three-year period of time to allow for reconstruction of fire damaged and destroyed residences and for construction of new housing. The urgency ordinance is proposed to remain in effect until August 9, 2021, unless extended or otherwise modified by the Board of Supervisors.

**DISCUSSION**

The proposed urgency ordinance contains the following specific modifications and/or suspensions of county housing,

permitting, and health and safety codes and policies:

Immediate Short-Term Temporary Shelter: For a period of up to 60 days from the effective date of the ordinance, use of “temporary dwellings,” which includes recreational vehicles, a manufactured home, a mobile home, or a movable tiny house, on any parcel in any zoning district shall be allowed without County approval provided that such parcels and/or vehicles have temporary septic holding capacity and/or portable toilets that are serviced through routine pumping services or use of a dump station and otherwise comply with other applicable State laws and requirements.

Intermediate Temporary Shelter: The use of RVs, manufactured homes, mobile homes, and movable tiny houses, in addition to one cargo storage container per parcel, by displaced persons on Carr Fire-affected parcels and parcels not affected by the Carr Fire in any residential district shall be allowed during the term of the ordinance, subject to County approval and compliance with all applicable standards established by the ordinance.

Residential Use of Temporary Dwellings (RVs, Manufactured Homes, Mobile Homes, and Movable Tiny Houses): Subject to the approval of an administrative permit, RVs, manufactured homes, mobile homes, and movable tiny houses may be utilized for temporary residential uses by displaced persons on parcels not affected by the Carr Fire within all zone districts with the exception of the Designated Floodway (F-1), Public Facilities (PF), and Timber Production (TP) districts during the term of the ordinance.

Rental of Existing Guest Houses: Existing guest houses shall be permitted to be rented as interim housing for displaced persons.

Temporary Suspension of Development Impact Fees for Accessory Dwelling Units: Applications for new accessory dwelling units on fire-affected parcels during the term of the ordinance shall be eligible for a suspension of those development impact fees that are imposed by the County.

Temporary Suspension of Use Permit Requirement for Relocation of Damaged Child Care and Educational Facilities: Relocation of day care centers, child care facilities, elementary schools, junior high schools, high schools, or institution of higher education housed in premises made uninhabitable by the Carr Fire may be relocated to existing buildings in the Community Commercial (C-2), Office Commercial (C-O), Commercial Light-Industrial (C-M), and Public Facilities (PF) zone districts or to any site with an existing religious facility, subject to only a zoning permit, and if required, a building permit for renovations.

Legal Nonconforming Uses and Structures: The ordinance would allow for the waiver of the prohibition against the replacement, repair, or reconstruction of nonconforming uses and structures provided that requirements set forth in County Code 2.72.100.C have been met.

Extensions of Tentative Maps and Other Specified Land Use Approvals: Tentative map (and any concurrent land use approvals), lot line adjustment, use permit, zoning permit, and other approvals granted under Title 17 of the Shasta County Code on or after July 23, 2016, that have not already been granted an extension of time shall be extended for one year beyond their current date of expiration.

## **ALTERNATIVES**

The following alternatives are available:

1. Do not adopt the urgency ordinance;
2. Modify the urgency ordinance;
3. Continue this item to request additional specific information.

None of these alternatives are recommended as they would delay the transition of residents and their families made homeless or displaced as a result of the Carr Fire to shelter on an interim and long term basis.

## **OTHER AGENCY INVOLVEMENT**

The proposed urgency ordinance was drafted by the Department of Resource Management in consultation with the County Counsel’s Office and was based in part upon a similar urgency ordinance recently adopted by the County of Sonoma Board of Supervisors. County Counsel has approved the ordinance as to form. The County Administrative Office has reviewed this recommendation.

## **FINANCING**

With the exception of the proposed suspension of development impact fees for new accessory dwelling units on fire-affected parcels during the term of the ordinance, no adverse fiscal impact would result from approval of the proposed urgency ordinance. Development impact fees for new accessory dwelling units currently total \$5,843.59; in addition, where applicable, fire protection and traffic development impact fees are \$1,813.31 and \$838.51, respectively. If the urgency ordinance is adopted as proposed, these fees would not be collected during the term of the ordinance. Staff is of the opinion that the proposed temporary suspension of development impact fees for accessory dwelling units on fire-affected parcels would not result in a significant, adverse fiscal impact.

ATTACHMENTS:

Description	Upload Date	Description
Urgency Ordinance	9/5/2018	Urgency Ordinance

**ORDINANCE NO. SCC 2018 - \_\_\_\_\_**

**AN URGENCY ORDINANCE OF THE BOARD OF SUPERVISORS OF THE  
COUNTY OF SHASTA, STATE OF CALIFORNIA, ADDING TITLE 19, SHASTA  
COUNTY CARR FIRE DISASTER RECOVERY, TO THE SHASTA COUNTY CODE  
URGENCY ORDINANCE: 4/5 VOTE REQUIRED**

The Board of Supervisors of the County of Shasta, State of California, ordains as follows:

**SECTION I.**

This urgency ordinance is adopted pursuant to California Government Code sections 25123(d) and 25131 and shall take effect immediately upon its approval by at least a four-fifths vote of the Board of Supervisors. The Board finds that this ordinance is necessary for the immediate preservation of the public peace, health and safety, based upon the following facts:

1. Conditions of extreme peril to the safety of persons and property within the County were caused by fast-moving and widespread fires, referred to as the Carr Fire, commencing on the 23<sup>rd</sup> day of July, 2018, at which time the Board of Supervisors was not in session.
2. California Government Code section 8630 and Shasta County Code § 2.72.060 empower the director of emergency services to proclaim the existence of a local emergency when the county is affected or likely to be affected by a public calamity, subject to ratification by the Board of Supervisors at the earliest practicable time.
3. On July 26, 2018, the Shasta County Emergency Services Director (Sheriff) proclaimed the existence of a local emergency due to the Carr Fire and such proclamation was confirmed and ratified by the Shasta County Board of Supervisors on July 30, 2018.
4. On July 26, 2018, the Governor of the State of California proclaimed a State of Emergency for Shasta County as a result of the Carr Fire and has declared Shasta County eligible for Fire Management Assistance Grant and other relief programs.
5. By Executive Order B-53-18, Governor Brown suspended until August 9, 2021, certain provisions of the Health and Safety Code, the California Code of Regulations and planning and zoning requirements in Government Code sections 65852.3 through 65863.13 as said code and regulations apply to housing projects for recreational vehicles, mobile homes and manufactured homes and special occupancy parks damaged or destroyed as a result of the Carr Fire in Shasta County; and

6. On July 28, 2018, President Donald J. Trump declared the existence of a major disaster in the State of California and ordered Federal aid to supplement state and local recovery efforts in the areas affected by wildfires, including the Carr Fire, beginning on July 23, 2018, and continuing.
7. On August 21, 2018, the Board of Supervisors adopted Resolution No. 2018-074, extending the proclamation of local emergency issued on July 26, 2018 for another 30 days, based on the ongoing and imminent threat to public safety and undamaged property arising from damage caused by the Carr Fire.
8. The Carr Fire destroyed approximately 1,079 housing structures in Shasta County, as well as damaged 190 residences, and has consumed approximately 230,000 acres and displaced thousands of Shasta County residents.
9. The State of California has declared that there is a statewide housing crisis. Even prior to the Carr Fire, there existed in the unincorporated county area a severe lack of rental housing.
10. The housing units destroyed by the Carr Fire increased and exacerbated this rental housing shortage and significantly reduced the number of owner-occupied housing units in the County.
11. It is essential that the changes made by this ordinance to the Shasta County Code and various County housing permitting and health and safety policies related to use and occupancy of residential dwellings be implemented immediately to allow the fastest possible transition of homeless and displaced residents to interim and long term shelter.

## SECTION II.

Title 19, entitled Shasta County Carr Fire Disaster Recovery, as set forth in Exhibit A to this ordinance, is hereby added to the Shasta County Code, to remain in effect until August 9, 2021, unless extended or otherwise modified by the Board of Supervisors.

## SECTION III.

Adoption of this Ordinance is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Public Resources Code Section 21080(b)(3) regarding projects to maintain, repair, restore, or replace property or facilities damaged or destroyed as a result of a declared disaster and Section 21080(b)(4) regarding actions to mitigate or prevent an emergency, and CEQA Guidelines Section 15269(a) regarding maintaining, repairing, restoring, demolishing, or replacing property or facilities damaged or destroyed as a result of a disaster stricken area in which a state of emergency has been proclaimed by the Governor pursuant to the California Emergency Services Act, commencing with Section 8550 of the Government Code. Each

exemption stands as a separate and independent basis for determining that this Ordinance is not subject to CEQA.

#### SECTION IV.

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

#### SECTION V.

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 VI.

This Ordinance shall be and the same is hereby declared to be in full force and effect immediately upon its passage by a four-fifths (4/5) or greater vote. The Clerk shall cause this Ordinance to be published as required by law.

**DULY PASSED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_ 2018, by the Board of Supervisors, County of Shasta, State of California, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSE:

---

LES BAUGH, CHAIRMAN

Board of Supervisors

County of Shasta

State of California

ATTEST:

LAWRENCE G. LEES

Clerk of the Board of Supervisors

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

**EXHIBIT A  
TITLE 19  
SHASTA COUNTY CARR FIRE DISASTER RECOVERY**

**Chapter 19.02 – General**

**19.02.010 Title**

This title shall be known as the Shasta County Carr Fire Disaster Recovery Ordinance.

**19.02.020 Purpose**

This title is enacted for the purpose of modifying and/or temporarily suspending various county housing, permitting and health and safety codes and policies to expedite the transition of residents made homeless or displaced by the Carr Fire to interim and long term shelter and to house people in safe, secure, habitable housing on a temporary basis.

**19.02.030 Administration**

This title shall be administered under the direction of the Board of Supervisors, by and through the director and other departments specified herein.

**19.02.035 Administrative Standards**

The director may establish administrative standards for use in implementing this title. Any administrative standards established pursuant to this title shall be made available to the public on the Resource Management Department's website and upon request at the department.

**19.02.040 Effective Period**

- A. The provisions in this title 19 shall remain in effect until August 9, 2021, unless otherwise specified herein, subject to extension or modification by the Board of Supervisors. Unless extended or modified by the Board of Supervisors, this title shall expire on August 9, 2021, and be of no further force or effect.
- B. Unless otherwise provided herein, no interim housing authorized pursuant to this title shall be used for permanent housing after the expiration date of this Ordinance.
- C. Unless otherwise provided herein, no cargo storage container authorized pursuant to this title shall be used after the expiration date of this title.



## **Chapter 19.03 – Glossary, Purpose, and Application of Other Laws**

### **19.03.010 Purpose**

This chapter provides definitions of terms and phrases used in this title that are technical or specialized, or that may not reflect common usage. If any of the definitions in this chapter conflict with definitions in other provisions of this code, these definitions shall control for the purposes of this title. If a word is not defined in this chapter, or in other provisions of this code, the director shall determine the correct definition.

### **19.03.012 Conflict with Chapter 2.72**

In the event of any conflict between the provisions of this title 19 and Chapter 2.72 (“Emergency Services”), the provisions of title 19 shall control.

### **19.03.014 Conflict with Certain Regulations**

Nothing in this title removes or suspends regulatory requirements or authority of the State Department of Housing and Community Development to regulate residential use of recreational vehicles as special occupancy parks or otherwise, other than as such provisions are suspended or modified by State law and/or an Executive Order or emergency proclamation by the Governor.

### **19.03.020 Definitions**

**CalOES.** The California Governor's Office of Emergency Services or successor agency.

**Cargo storage container.** A single metal box made of steel or other similar material, which is designed for securing and protecting items for temporary storage, not exceeding three hundred twenty (320) square feet in size, without utilities, and not used for human habitation.

**Carr Fire.** The series of fires that swept through Shasta County beginning on July 23, as referenced in Board of Supervisors Resolution No. 2018-067, adopted July 30, 2018, and which were the subject of the Proclamation of a State of Emergency by Governor Edmund J. Brown and the Major Disaster Proclamation for California issued by President Donald J. Trump

**Director.** The director of the Resource Management Department of the county or his or her authorized representative.

**Displaced person(s).** A county resident or residents, including their family member(s), whose residential dwelling has been destroyed or damaged by the Carr Fire, such that the resident(s) cannot occupy the dwelling. Displaced person(s) may be required to provide verification to the county to substantiate their eligibility for uses, permits and/or approvals described in this title. Evidence may consist of verification by Federal Emergency Management Agency (FEMA) registration or damage assessment, and/or a driver's license or other government-issued identification card or utility bill, etc. with a physical address showing the resident resided on a legal parcel impacted by the Carr Fire, as determined by the county. Such determination may be made by the director.

**Effective Date.** The date of Board adoption of this title.

**FEMA.** The Federal Emergency Management Agency or successor agency.

**Fire-damaged lot or parcel.** A lot or parcel, as defined in Sections 17.02.295 and 17.02.400 of this Code, that as of July 23, 2018, contained a previously established residence that was damaged or destroyed by the Carr Fire.

**Manufactured home.** For purposes of this title only, “manufactured home” means either a structure as defined in Section 17.02.355, provided however that the structure is not placed on a permanent perimeter foundation, or any type of temporary housing provided by or authorized for use by FEMA for housing related to recovery from the Carr Fire, including but not limited to manufactured housing, park model homes and other similar types of temporary housing.

**Mobile home.** For purposes of this title, “mobile home” means a structure as defined in Section 17.02.365.

**Movable tiny house.** For the purposes of this title, “movable tiny house” is a structure utilized as living quarters by one household that is licensed by and registered with the California Department of Motor Vehicles, meets the American National Standards Institute (ANSI) 119.5 or ANSI 119.2 (NFPA 1192) requirements and is certified by a qualified third party inspector for ANSI compliance, cannot move under its own power, is not longer than allowed by State law for movement on public highways, and has a total floor area of not less than 150 square feet and no more than 430 square feet of habitable living space.

**Reconstruction.** Replacement of a previously established residence that was destroyed by the Carr Fire on the same lot and with no change in use.

**Repair.** Repair of a structure damaged by the Carr Fire with no change in use.

**Recreational vehicle.** A motor home, travel trailer, truck camper or camping trailer that is (1) self-contained and designed for human habitation for recreational or emergency occupancy; (2) self-propelled, truck-mounted, or permanently towable on California roadways; and (3) a California Department of Motor Vehicles licensed vehicle; or a similar vehicle or structure as determined by the director.

**Temporary Dwelling.** For purposes of this title, a temporary dwelling includes a recreational vehicle, a manufactured home, a mobile home, or a movable tiny house.

## **Chapter 19.04 – Use of Temporary Dwellings and Cargo Storage Containers**

### **19.04.010 Standards of Temporary Dwellings and Cargo Storage Containers**

- A. Initial use of temporary dwellings in residential and non-residential areas. For a period of 60 days from the Effective Date, residential use and occupancy of temporary dwellings on any parcel in any zoning district shall be allowed without county approval, zoning, or building permit, provided that such parcels and/or temporary dwellings have temporary septic holding capacity; portable toilets that are serviced through routine

pumping services; or use of dump stations and which otherwise complies with other applicable laws and requirements.

- B. Temporary dwellings and use of a single cargo storage container per parcel in residential zones after initial use period. The use of temporary dwellings and one cargo storage container per parcel in any residential zoning district during the term of this title shall be allowed, subject to county approval and permit as applicable, for use by persons displaced by the Carr Fire, subject to the requirements in Sections 19.04.010.C, D, and E.
- C. Standards. Other than as provided in Section 19.04.010.A, all residential use of temporary dwellings and cargo storage containers shall meet the following standards.
  - 1. The property owner or the property owner's authorized agent shall obtain all county permits for all temporary dwellings and cargo storage containers. Written consent of the property owner is required in all cases.
  - 2. Residential use of temporary dwellings is limited to those not on a permanent foundation and used to house displaced persons during the Effective Period set forth in Section 19.02.040.
  - 3. Use of a single cargo storage container shall be for storage of personal and household belongings only.
  - 4. Residential use of temporary dwellings and cargo containers shall be located outside the boundaries of any recorded easements, road or driveway, designated flood hazard location, or areas prone to landslide or debris flow.
  - 5. The temporary dwelling shall be connected to an approved source of water meeting one of the following criteria:
    - a. Public water supply;
    - b. Existing well provided that it has been approved by the Environmental Health Division as safe for domestic consumption; or
    - c. Other water source approved by the Environmental Health Division.
  - 6. The temporary dwelling shall be connected to an approved sewage disposal system meeting one of the following criteria:
    - a. Public sewer system;
    - b. Existing on-site sewage disposal system that has been approved by the Environmental Health Director to be intact, adequately sized, and functioning following the disaster;

- c. Temporary holding tank with a contract with a pumping company for regular pumping. A copy of the contract shall be provided to the Environmental Health Division or;
  - d. Other method of sewage disposal approved by the Environmental Health Division.
- 7. The temporary dwelling shall be connected to an approved source of electricity meeting one of the following criteria:
  - a. Permitted electrical service hook-up; or
  - b. Other power source approved by the Environmental Health Director.
- 8. Residential use of temporary dwellings and cargo storage containers under this title shall not be allowed in areas with health and safety hazards as determined by the director.
- 9. Temporary dwellings and use of a cargo storage container for residential use on fire-damaged parcels shall meet the following additional standards:
  - a. Residential use of temporary dwellings and cargo storage containers located on fire-damaged parcels shall be permitted on parcels where a previously established residence was destroyed, or damaged and rendered uninhabitable as determined by the director as a result of the Carr Fire. Proof that a destroyed or damaged residence was previously established shall be verified by the director based on prior final building permit or assessor's records, or other documentation satisfactory to the director.
  - b. Except as provided herein, no county approval or permit for residential use of a temporary dwelling or cargo storage container shall be issued until the site is approved for reconstruction by the county, CalOES, CalRecycle, or FEMA.
  - c. Temporary dwellings may be located within Zoning Ordinance setback areas other than riparian setbacks, such that placement of the temporary dwelling will allow for unobstructed debris removal and reconstruction on the site.
- 10. Temporary dwelling for residential use on lots which are not fire-damaged shall comply with all Zoning Ordinance setback requirements.
- 11. Parking of licensed personal vehicles shall comply with all applicable on-street parking restrictions.

- D. Removal and disconnection. Every temporary dwelling placed on any site for residential use as permitted by this title shall be disconnected from sewer, septic, water and/or power connections and removed from the parcel on which it is located no later than the expiration date of this title or within 30 days of issuance of certificate of occupancy, whichever is earliest.
- E. Removal of cargo storage container. Every cargo storage container placed on any parcel for residential use as permitted by this title shall be removed from the parcel on which it is located no later than the expiration date of this title or within 30 days of issuance of certificate of occupancy, whichever is earliest.

**19.04.050 Temporary Dwellings in Non-Residential Zones**

- A. Subject to the approval of an administrative permit in accordance with section 17.92.050 of this code, temporary dwellings may be utilized for temporary residential uses by displaced persons on parcels not affected by the Carr Fire within all zone districts with the exception of the Designated Floodway (F-1), Public Facilities (PF), and Timber Production (TP) districts.
- B. At a minimum, the use shall comply with the standards set forth in Section 19.04.010.C. Additional requirements, as applicable, may be imposed as conditions of approval of the administrative permit by the director.

**19.04.060 Expansion of Existing Mobile Home Parks**

Existing legally established mobile home parks may expand within the existing permitted site to a maximum permitted residential density of one hundred thirty five percent (135%) of the density established by the zoning map, subject to issuance of a zoning permit.

**19.04.070 Standards for Residential Use of Manufactured Homes and Recreational Vehicles**

Governor Brown's Executive Order B-53-18 provides in part that, "[T]he Department of Housing and Community Development (HCD) and local enforcement agencies, including those with delegated disaster authority, will jointly develop permitting, operating and construction standards to maintain reasonable health and safety standards for the disaster survivors, the residents and the surrounding communities in the impacted areas in Lake, Mendocino, Shasta, and Siskiyou Counties." Upon the adoption of such standards by HCD and the county, any use as defined herein and allowed pursuant to this title shall be subject to such standards, unless different and equally protective FEMA standards apply, in which case the FEMA standards shall apply.

## **Chapter 19.05 – Additional Housing and Recovery Provisions**

### **19.03.010 Rental of Existing Guest Houses**

Notwithstanding any contrary provision in this code, existing guest houses as defined in Section 17.02.245 may be rented as interim housing for persons displaced by the Carr Fire, but shall remain subject to all other existing regulations and limitations.

### **19.05.020 Use and Rental of Certain Existing Dwellings on Agricultural Parcels**

Notwithstanding any contrary provision in this code, or the contrary terms of any agricultural easement or land conservation contract made pursuant to this code, existing main or primary dwellings and farm family dwellings on agricultural parcels may be used by or rented to persons displaced by the Carr Fire, provided that such use or rental does not displace agricultural employees or farm workers.

### **19.05.030 Temporary Suspension of Development Impact Fees**

- A. Purpose. The code currently requires payment of development impact fees in connection with applications for new accessory dwelling units (ADUs). Notwithstanding any contrary provision in this code, for fire-damaged parcels, new ADU applications shall be eligible for a temporary suspension of those development impact fees that are imposed by the County of Shasta in accordance with this section. Development impact fees for new ADUs that are imposed by agencies other than the County of Shasta are not affected by this code.
- B. Attached ADUs. When a reconstructed single-family dwelling is build, development impact fees shall be temporarily suspended for an accessory dwelling unit (ADU) that is incorporated into the interior of the dwelling. The ADU shall conform with all other applicable codes and standards and shall be identified in the application submittal.
- C. Detached ADUs. For any new detached ADU, the development impact fee shall be temporarily suspended provided the new ADU is consistent with zoning and meets all other applicable codes and standards for ADUs.

### **19.05.040 Temporary Suspension of County Use Permit Requirement for Relocation of Damaged Child Care and Educational Facilities**

Notwithstanding any contrary provision in this code, relocation of any day care center, child care facility, elementary school, junior high school, high school or institution of higher education housed in premises made uninhabitable by the Carr Fire may be relocated to existing buildings in the Community Commercial (C-2), Office Commercial (C-O), Commercial Light-Industrial (C-M), and Public Facilities (PF) zone districts or to any site with an existing educational or religious facility, subject only to a zoning permit, and if required, a building permit for renovations. Nothing in this title waives or affects any State law requirements applicable to such facilities.

**19.05.050      Legal Nonconforming Uses and Structures**

Notwithstanding any contrary provision of this code, the director may waive the requirements of [Chapter 17.90](#) of the Shasta County Code, that prohibits the replacement, repair or reconstruction of a non-conforming building or use that has been destroyed in the Carr Fire, provided the director has determined that the requirements of Chapter 2.72.100.C.2(a) – (f), have been met.

**Chapter 19.06 -- Extensions of Specified Land Use Approvals**

**19.06.010      Tentative Maps**

Notwithstanding any contrary provision of this Code, any tentative map for parcels that was approved on or after July 23, 2016, and has not already been granted an extension of time is hereby extended by one year beyond its current expiration date. As used in this chapter, the term "tentative map" refers to tentative maps, tentative parcel maps, and vesting tentative maps.

**19.06.020      Concurrent Land Use Approvals**

Notwithstanding any contrary provisions of this code, for tentative maps extended pursuant to Section 19.06.010 above, any separate discretionary land use approval that was granted in conjunction with the tentative map approval is hereby extended consistent with the extended tentative map.

**19.06.030      Lot Line Adjustments**

Notwithstanding any contrary provisions of this code, any lot line adjustment approved on or after July 23, 2016 and that has not already been granted an extension of time is hereby extended one year.

**19.06.040      Other Approvals**

Any use permit, zoning permit, variance or design review approval granted under this code that was approved on or after July 23, 2016 and that has not already been granted an extension of time is hereby extended for one year.