



SHASTA COUNTY

BOARD OF SUPERVISORS

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

Supervisor Joe Chimenti, District 1
Supervisor Leonard Moty, District 2
Supervisor Mary Rickert, District 3
Supervisor Steve Morgan, District 4
Supervisor Les Baugh, District 5

AGENDA

REGULAR MEETING OF THE BOARD OF SUPERVISORS

Tuesday, October 22, 2019, 9:00 AM

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

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

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

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

CALL TO ORDER

Invocation: Chaplain Jeff Jones, Shasta County Public Safety Chaplaincy

Pledge of Allegiance: Supervisor Morgan

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.

PRESENTATIONS

R 1 Presentation

Take the following actions: (1) Receive a report on activities during April and September 2019 High School Voter Education Weeks; and (2) recognize the high school students who participated.

No Additional General Fund Impact

No Vote

PUBLIC COMMENT PERIOD - OPEN TIME

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

CONSENT CALENDAR

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

GENERAL GOVERNMENT

C 1 Clerk of the Board

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

No Additional General Fund Impact

Simple Majority Vote

C 2 Clerk of the Board

Approve the minutes of the meeting held on October 15, 2019, as submitted.

No General Fund Impact

Simple Majority Vote

C 3 Clerk of the Board

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

No General Fund Impact

Simple Majority Vote

C 4 Clerk of the Board

As introduced on October 1, 2019, enact an ordinance which adds Chapter 8.10, Defensible Space for Fire Protection, to the Shasta County Code, and amends section 12.12.050, Grading Permit Exemptions, and 16.04.130, Fire Standards and Equipment, of the Shasta County Code.

No Additional General Fund Impact

Simple Majority Vote

C 5 County Counsel

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

No Additional General Fund Impact

2/3 Vote

HEALTH AND HUMAN SERVICES

C 6 Health and Human Services Agency-Children's Services

Approve and authorize the Chairman to sign an agreement with Dunamis Center, Inc. in an amount not to exceed \$100,000 to provide Botvin LifeSkills® Training and counseling services for the period date of signing through June 30, 2020, with one automatic one-year renewal.

No General Fund Impact

Simple Majority Vote

C 7 Housing and Community Action Programs

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

No Additional General Fund Impact

Simple Majority Vote

PUBLIC WORKS

C 8 Public Works

Approve and authorize the Chairman to sign an agreement with Nichols-Melburg & Rossetto, AIA & Associates, Inc., in the amount of \$267,500 (the Public Works Director may amend the agreement to increase total compensation up to 10%

during the term of the agreement) to design accessibility improvements in the Shasta County Jail for the period date of signing through July 31, 2022, or date of the Notice of Completion, whichever comes first.

General Fund Impact

Simple Majority Vote

C 9 Public Works

Approve and authorize the Public Works Director to sign a Notice of Completion for the “2019 Redding Regional Septage Impoundment 1A Cleanout Project,” Contract No. 207527, and record it within 15 days of actual completion of the work.

No General Fund Impact

Simple Majority Vote

C 10 Public Works

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

No General Fund Impact

4/5 Vote

C 11 Public Works

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

No General Fund Impact

Simple Majority Vote

REGULAR CALENDAR, CONTINUED

GENERAL GOVERNMENT

R 2 Administrative Office

(1) Receive a legislative update and consider action on specific legislation related to Shasta County’s legislative platform; (2) approve and authorize the Chairman to sign a letter to the California Public Utilities Commission regarding Public Safety Power Shutoffs; and (3) receive Supervisors’ reports on countywide issues.

No General Fund Impact

Simple Majority Vote

R 3 Support Services-Personnel

Take the following actions: (1) Adopt a resolution, which amends the Shasta County Personnel Rules, Chapter 20, *Travel and Other Expenses – County Charges*; and (2) adopt a salary resolution, effective October 27, 2019, which amends the Shasta County Salary Schedule, Classification Specifications, and Position Allocation List.

General Fund Impact

Simple Majority 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 Professional Peace Officers Association (PPOA) covering the period August 1, 2019 through July 31, 2022; and (2) adopt a salary resolution, effective October 27, 2019, which amends the Salary Schedule for positions in County Service pursuant to the PPOA MOU.

General Fund Impact

Simple Majority Vote

PUBLIC WORKS

R 5 Public Works

Administrative Office

Take the following actions: (1) Receive a report from Nichols-Melburg & Rossetto, AIA & Associates, Inc.; and (2) provide direction to staff regarding County facilities and projected space needs in Downtown Redding.

No Additional General Fund Impact

No Vote

CLOSED SESSION ANNOUNCEMENT

R 6 The Board of Supervisors will recess to a Closed Session to discuss the following item (est. 30 minutes):

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

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

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

CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

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

Initiation of Litigation: One potential case

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

RECESS

REPORT OF CLOSED SESSION ACTIONS

ADJOURN

REMINDERS

Date:	Time:	Event:	Location:
10/29/2019		<i>No Board of Supervisors Meeting Scheduled</i>	
11/05/2019	8:30 a.m.	Air Pollution Control Board Meeting	Board Chambers
11/05/2019	9:00 a.m.	Board of Supervisors Meeting	Board Chambers
11/12/2019		<i>No Board of Supervisors Meeting Scheduled</i>	
11/14/2019	2:00 p.m.	Planning Commission Meeting	Board Chambers

11/19/2019	9:00 a.m.	Board of Supervisors Meeting	Board Chambers
11/26/2019		<i>No Board of Supervisors Meeting Scheduled</i>	

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

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

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

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

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

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: October 22, 2019

CATEGORY: PRESENTATIONS-1.

SUBJECT:

County Clerk/Elections Presentation: High School Voter Education Weeks 2019

DEPARTMENT: Presentation

Supervisory District No. : All

DEPARTMENT CONTACT: Cathy Darling Allen, County Clerk/Registrar of Voters, (530) 225-5730

STAFF REPORT APPROVED BY: Cathy Darling Allen, County Clerk/Registrar of Voters

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

RECOMMENDATION

Take the following actions: (1) Receive a report on activities during April and September 2019 High School Voter Education Weeks; and (2) recognize the high school students who participated.

SUMMARY

N/A

DISCUSSION

In 2014, Assembly Bill (AB) 1817 was signed by Governor Brown designating the last two full weeks of April and September to be High School Voter Education Weeks. The Board adopted a proclamation on April 16, 2019 proclaiming April 14-26, 2019 and September 15-27, 2019 as "High School Voter Education Weeks" in Shasta County. This initiative is supported by California Secretary of State, Alex Padilla.

AB 1817 and the Board's proclamation provided an opportunity for high schools and their students to partner with county elections officials to promote civic education and participation on campus, and to foster an environment that cultivates lifelong voters and active citizens. The activities provided nonpartisan information to high school students to encourage them to participate in the election process. Students learned how to register to vote, how to vote by mail, how to find information about candidates and issues, and how to find election results. Students were also encouraged to become Student Poll Workers for the many special elections that occurred in 2019.

In 2014, Senate Bill (SB) 113 was signed by Governor Brown allowing 16- and 17-year-olds to pre-register to vote. Pre-registration does not change the voting age, but allows those individuals to be automatically registered to vote as soon as they turn 18. Students who participated in High School Voter Education Weeks activities became Voter Registration Coordinators and assisted individuals in pre-registering and registering to vote.

ALTERNATIVES

One of the responsibilities of government leaders is to encourage all eligible citizens to register and vote; therefore, there are no alternatives recommended.

OTHER AGENCY INVOLVEMENT

The County Administrative Office has reviewed the recommendation.

FISCAL IMPACT

The total cost in the current fiscal year for this outreach project is \$2509.32

The source of funding is the General Fund.

The appropriations are included in the current Adopted Budget.

ATTACHMENTS:

Description	Upload Date	Description
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REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: October 22, 2019

CATEGORY: Consent - General Government-1.

SUBJECT:

Commission on Aging Reappointments

DEPARTMENT: Clerk of the Board

Supervisory District No. : All

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

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

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

RECOMMENDATION

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

SUMMARY

N/A

DISCUSSION

Government Code section 31000.1 authorizes the Board of Supervisors to establish commissions of citizens to study problems of general interest and to make reports and recommendations to the Board. Pursuant to that authority, the Board of Supervisors established, by resolution, the Shasta County Commission on Aging.

The Shasta County Commission on Aging is an advisory commission charged with the responsibility to study, review, evaluate, and make recommendations to the Board of Supervisors relative to any and all matters affecting senior citizens in the County of Shasta, including, but not limited to health, nutrition, education, employment, housing, transportation, recreation, and finance.

The Shasta County Commission on Aging is an eight member advisory body. Pursuant to the Commission on Aging Bylaws, Article III, Section 1, five members are appointed by the Board of Supervisors, one from each supervisory district. The cities of Anderson, Redding, and Shasta Lake also appoint one member each.

Pursuant to the Commission on Aging Bylaws, Title III, Section 3, members are appointed for two-year terms. Members appointed from Supervisory Districts 1 and 5 expire in even-numbered years, while members from Supervisory Districts 2, 3, and 4 expire in odd-numbered years.

Supervisors' appointees from Districts 1 and 5 are due for renewal in January 2020. The District 1 and 5 Supervisors would

like to reappoint their current appointees, and Janet Tyrrel, the District 1 appointee, and Larry Mower, the District 5 appointee, have each indicated their willingness to be reappointed to new terms to expire January 3, 2022.

ALTERNATIVES

The Board could choose not to make the reappointments or defer action to a later date.

OTHER AGENCY INVOLVEMENT

N/A

FISCAL IMPACT

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

ATTACHMENTS:

Description	Upload Date	Description
Tyrrel Reappointment Memo	10/9/2019	Tyrrel Reappointment Memo
Mower Reappointment Memo	10/9/2019	Mower Reappointment Memo



SHASTA COUNTY

CLERK OF THE BOARD OF SUPERVISORS

A DIVISION OF THE ADMINISTRATIVE OFFICE

LAWRENCE G. LEES, CEO/CLERK OF THE BOARD

Mary Williams, Chief Deputy Clerk of the Board

1450 COURT STREET, SUITE 308B

REDDING, CALIFORNIA 96001-1680

VOICE - (530) 225-5550

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

FAX - (530) 225-5189

TO: Janet Tyrrel
FROM: Kristin Gulling-Smith, Administrative Board Clerk
DATE: October 3, 2019

SUBJECT: Reappointment to Commission on Aging

Please be advised that your term on Commission on Aging expires 01/01/2020. Your District Supervisor thanks you for your service and would like to reappoint you to another 2-year term to begin January 6, 2020.

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

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

☒ I desire to be considered for reappointment to the Commission on Aging.

☐ I desire to withdraw from consideration of reappointment.


Signature

10/4/19
Date

RECEIVED

OCT 09 2019

CLERK OF THE BOARD



SHASTA COUNTY

CLERK OF THE BOARD OF SUPERVISORS

A DIVISION OF THE ADMINISTRATIVE OFFICE

LAWRENCE G. LEES, CEO/CLERK OF THE BOARD

Mary Williams, Chief Deputy Clerk of the Board

1450 COURT STREET, SUITE 308B

REDDING, CALIFORNIA 96001-1680

VOICE - (530) 225-5550

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

FAX - (530) 225-5189

TO: Larry Mower
FROM: Kristin Gulling-Smith, Administrative Board Clerk
DATE: October 3, 2019

SUBJECT: Reappointment to Commission on Aging

Please be advised that your term on Commission on Aging expires 01/01/2020. Your District Supervisor thanks you for your service and would like to reappoint you to another 2-year term to begin January 6, 2020.

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

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

☒ I desire to be considered for reappointment to the Commission on Aging.

☐ I desire to withdraw from consideration of reappointment.

A handwritten signature in blue ink, appearing to read "Larry Mower", is written over a horizontal line.

Signature

A handwritten date "10-4-2019" in blue ink is written over a horizontal line.

Date

RECEIVED

OCT 09 2019

CLERK OF THE BOARD

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: October 22, 2019

CATEGORY: Consent - General Government-2.

SUBJECT:

N/A

DEPARTMENT: Clerk of the Board

Supervisory District No. : All

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

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

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

RECOMMENDATION

Approve the minutes of the meeting held on October 15, 2019, as submitted.

SUMMARY

N/A

DISCUSSION

N/A

ALTERNATIVES

N/A

OTHER AGENCY INVOLVEMENT

N/A

FISCAL IMPACT

N/A

ATTACHMENTS:

Description

10/15/19 Draft Minutes

Upload Date

10/17/2019

Description

10/15/19 Draft Minutes

October 15, 2019

99

SHASTA COUNTY BOARD OF SUPERVISORS

Tuesday, October 15, 2019

REGULAR MEETING

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

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

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

INVOCATION

Invocation was given by Pastor Bradley Thomas, Neighborhood Church of Redding.

PLEDGE OF ALLEGIANCE

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

REGULAR CALENDAR

BOARD MATTERS

PROCLAMATION: BREAST CANCER AWARENESS MONTH

OCTOBER 2019

By motion made, seconded (Rickert/Chimenti), and unanimously carried, the Board of Supervisors adopted a proclamation which designates October 2019 as “Breast Cancer Awareness Month” in Shasta County. Lori Lumbattis and Runee Gunlogson from Nor-Cal Think Pink were present to accept the proclamation.

Ms. Gunlogson described the efforts of Nor-Cal Think Pink to lower the mortality rate of breast cancer in Shasta County. Ms. Lumbattis listed the upcoming events to honor Breast Cancer Awareness Month.

PROCLAMATION: DOMESTIC VIOLENCE AWARENESS MONTH
OCTOBER 2019

By motion made, seconded (Chimenti/Rickert), and unanimously carried, the Board of Supervisors adopted a proclamation which designates October 2019 as “Domestic Violence Awareness Month” in Shasta County. Angie Mellis, Program Manager from the District Attorney’s Office, was present to accept the proclamation.

PUBLIC COMMENT PERIOD - OPEN TIME

Elizabeth Messick spoke regarding potential issues with lack of housing for employees who may be working on the Fountain Wind turbine project and invited the Board of Supervisors to visit the Hatchet Ridge wind turbines.

In response to questions from Supervisor Rickert, County Counsel Rubin E. Cruse, Jr. addressed the issue of a moratorium on wind turbine projects. Mr. Cruse stated that the Board of Supervisors would need to make a finding of current or immediate threat to public health or welfare. He explained that the environmental review of the Fountain Wind project is still pending, so there would be no basis for such a finding at this time. Mr. Cruse stated that the Board could place the matter on a future agenda.

Mr. Cruse described concerns with potential Brown Act violations if three or more members of the Board of Supervisors gather to discuss or visit the wind turbines.

Roy Vincent spoke in support of the item regarding staggering the terms of members of the Community Advisory Board for County Service Area No. 6-Jones Valley Water.

Kim Moore recognized two County employees at the Woodlands housing project for their positive impact and excellent care.

October 15, 2019

101

Monique Welin described personal experiences with mental illness and local resources.

William Gilbert spoke regarding issues with the Department of Child Support Services.

Edmond Baier expressed concerns with forest land use and treatment of wildlife.

CONSENT CALENDAR

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

Adopted Resolution No. 2019-095 which authorizes a loan from the County's General Fund to Anderson Cemetery District in the amount of \$35,000 to be repaid from the December 2019 secured property tax apportionment. (Administrative Office)

(See Resolution Book No. 63)

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

Approved the minutes of the meeting held on October 1, 2019, as submitted. (Clerk of the Board)

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

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

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

and approved a budget amendment increasing revenue by \$1,848 in the DCSS budget. (Health and Human Services Agency-Regional Services)

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

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

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

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

Approved and authorized the Chairman to sign an agreement with Bullert Enterprises, Inc. dba Big Time Pest Control in an amount not to exceed \$150,000 to provide pest control services at County facilities for a three-year term effective date of signing. (Public Works, County Service Area No. 6-Jones Valley Water)

On behalf of County Service Area (CSA) No. 6-Jones Valley Water, adopted Resolution No. 2019-096 which staggers the terms of members of the Community Advisory Board

October 15, 2019

103

(CAB) for CSA No. 6-Jones Valley Water and announces the Board's intent to appoint those four property owners that receive the most votes in the December 2019 election to two-year terms and the next two property owners to one-year terms to conform to Board Resolution 84-6. (Public Works, County Service Area No. 6-Jones Valley Water)

(See Resolution Book No. 63)

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

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

For the "Fall River Mills Airport, O89 Airfield and Airport Way Pavement Rehabilitation Project," Contract No. 610514, adopted Resolution No. 2109-097 which: Authorizes filing an application for a state Airport Improvement Program (AIP) Matching grant for this project; authorizes acceptance of the allocation of state AIP Matching funds for this project; authorizes the Public Works Director to execute an AIP Matching Grant Agreement for this project, provided it has been reviewed and approved as to form by Risk Management and County Counsel; and authorizes the Public Works Director to sign any documents required to apply for and accept these subject funds on behalf of County. (Public Works)

(See Resolution Book No. 64)

Took the following actions: Awarded the purchase of six pickup trucks with plows and accessories to Crown Motors of Redding, California for a total price of \$332,471.55 (including tax and delivery); approved and authorized the purchase of the six pickup trucks with plows and accessories; and waived the requirement for competitive procurement. (Public Works)

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

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

REGULAR CALENDAR, CONTINUED

GENERAL GOVERNMENT

ADMINISTRATIVE OFFICE/BOARD OF SUPERVISORS

LEGISLATIVE UPDATE/SUPERVISORS' REPORTS

County Executive Officer (CEO) Larry Lees explained that staff had prepared a letter to California Treasurer Fiona Ma based on the Board's discussion at the October 1, 2019, meeting.

By motion made, seconded (Baugh/Morgan), and unanimously carried, the Board of Supervisors approved and authorized the Chairman to sign a letter to California Treasurer Fiona Ma in support of State funding for the Williamson Act.

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

Supervisors reported on issues of countywide interest.

October 15, 2019

105

By consensus, the Board directed staff to prepare a letter to the California Public Utilities Commission to express concerns with the Public Safety Power Shutoffs and to place the letter on the agenda for the meeting on October 22, 2019, for consideration.

MEDICALLY-ASSISTED TREATMENT
SHASTA COUNTY JAIL

Undersheriff Eric Magrini provided an update regarding Medically Assisted Treatment (MAT) at the Shasta County Jail. Undersheriff Magrini explained that the initial target date for implementation was not met due to obstacles, but things are still moving forward. He stated that regular meetings are taking place with various partners and stakeholders.

Undersheriff Magrini updated the Board on the contract with WellPath and explained that the Sheriff's Office is also working with Empire Recovery to play a role in MAT.

In response to questions from Supervisor Moty, Undersheriff Magrini described related meetings and trainings he has recently attended, including a webinar with Maricopa County and a conference in Sacramento County.

CEO Lees explained that the delay in implantation has largely been due to staff efforts to design a more comprehensive solution to implement.

BALLOT ARGUMENT SUPPORTING
PUBLIC SAFETY TRANSACTIONS AND USE TAX ORDINANCE

County Counsel Rubin E. Cruse, Jr. explained that the Board could choose to have a ballot argument prepared regarding the Shasta County Public Safety Transactions and Use Tax Ordinance. Mr. Cruse further stated that the Board could designate one of its members to participate with staff in the process of preparing a ballot argument.

By motion made, seconded (Baugh/Morgan), and unanimously carried, the Board of Supervisors took the following actions: Provided direction to staff to prepare a ballot argument, for the Board of Supervisors' consideration, supporting the Shasta County Public Safety Transactions and Use Tax Ordinance and, if an opposing ballot argument is submitted, to prepare a rebuttal argument for the Board of Supervisors' consideration; and selected Supervisor Chimenti to assist in the preparation of the ballot arguments.

HEALTH AND HUMAN SERVICES

PRESENTATION: VAPING IN SHASTA COUNTY

PUBLIC HEALTH

Health and Human Services Agency-Public Health Interim Branch Director Brandy Isola and Health Officer Dr. Karen Ramstrom provided a presentation regarding the impact of vaping on youth in Shasta County.

Dr. Ramstrom explained health concerns associated with use of flavored tobacco products and described usage statistics at a national level as well as in Shasta County.

Ms. Isola described local policy solutions in cities and counties across California, such as banning flavored tobacco products within sensitive areas, banning flavored tobacco products altogether, or limiting flavored tobacco products to adult-only stores.

Ms. Isola recommended that the Board consider adopting an ordinance banning all flavored tobacco products, including menthol-flavored products, and flavored vaping products in the unincorporated and incorporated areas of Shasta County.

In response to questions from Supervisor Baugh, County Counsel Rubin E. Cruse, Jr. explained that incorporated cities in Shasta County have indicated that they would consent to a County ordinance regulating tobacco products, but this could change down the road.

In response to questions from Supervisor Baugh, Dr. Ramstrom addressed misconceptions regarding the health impacts of vaping. She explained that vaping products are currently unregulated and the effects of the components are unknown.

In response to additional questions from Supervisor Baugh, Dr. Ramstrom clarified that vaping products will not be approved by the Food and Drug Administration, but will undergo a process only for approval to be sold.

In response to questions from Supervisor Rickert, Ms. Isola stated that enforcement of a potential ordinance is still under discussion, but staff have been including the District Attorney's office in the discussion.

In response to questions from Supervisor Rickert, Mr. Lees confirmed that the County does receive tobacco settlement funds. Ms. Isola stated that the County also receives money from the State for tobacco education and prevention.

In response to questions from Supervisor Rickert, Dr. Ramstrom explained that there is an existing concern that the cartridges of related products have a very high concentration of nicotine.

In response to questions from Supervisor Moty, Ms. Isola stated that vaping products are included in the tobacco tax. Supervisor Moty requested that staff research if the County has the ability to tax such products at a higher rate.

October 15, 2019

107

In response to questions from Supervisor Moty, Ms. Isola stated that the sale of tobacco and vaping products to individuals under the age of 21 is currently illegal in the State of California.

In response to questions from Supervisor Chimenti, Mr. Cruse confirmed that staff would prepare a draft ordinance which the Board would have the chance to review and modify prior to adoption.

By motion made, seconded (Baugh/Rickert), and unanimously carried, the Board of Supervisors directed staff to draft an ordinance regarding flavored tobacco and vaping products, based on staff's recommendation, and to bring it back for discussion at a future date to be determined.

PUBLIC WORKS

TERMINATION OF LOCAL EMERGENCY **COUNTY SERVICE AREA NO. 6-JONES VALLEY WATER**

Pat Minturn, Director of Public Works, updated the Board on the status of the pumps providing water to County Service Area (CSA) No. 6-Jones Valley Water. Mr. Minturn stated that the dead pump was successfully replaced. He explained that it was discovered that the pump failure was due to a mechanical failure rather than an electrical failure. There are now two fully operational pumps in CSA No. 6-Jones Valley Water.

Mr. Minturn stated that water service was maintained to CSA No. 6-Jones Valley Water during the recent Public Safety Power Shutoff due to water supply.

In response to questions from Supervisor Moty, Mr. Minturn stated that pumps are not removed for testing during their lifetime due to high cost.

By motion made, seconded (Rickert/Morgan), and unanimously carried, the Board of Supervisors, on behalf of CSA No. 6-Jones Valley Water, adopted Resolution No. 2019-098 which recognizes that: Repairs to Pump #2 have been successfully completed; and the circumstances and factors that led to the October 1, 2019 findings that emergency conditions exist due to needed repair or replacement of Pump #2 no longer exist and that the emergency is hereby terminated.

(See Resolution Book No. 63)

CLOSED SESSION ANNOUNCEMENT

Chairman Moty 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 *Everett Jewett, et al. v. County of Shasta, Global Discoveries LTD. v. County of Shasta, et al.*, and *First Tennessee Bank v. County of Shasta Board of Supervisors, et al.*, pursuant to Government Code section 54956.9, subdivision (d), paragraph (1); and

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

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

Confer with its Labor Negotiator, County Counsel Rubin Cruse, Jr., to discuss the following unrepresented employee: County Executive Officer, pursuant to Government Code section 54957.6; and

Confer with its Labor Negotiators, County Executive Officer Larry Lees, Personnel Director Angela Davis, and Chief Labor Negotiator Gage Dungy, Liebert, Cassidy and Whitmore, to discuss the following employee organizations: Shasta County Management Council Mid-Management Bargaining Unit, General Teamsters Local 137, and United Public Employees of California, Local 792 - General Unit, pursuant to Government Code section 54957.6.

11:04 a.m.: The Board of Supervisors recessed to Closed Session.

1:04 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 and anticipated litigation, a public employee appointment, and labor negotiations, and the following reportable action was taken:

In the matter of *Global Discoveries LTD v. County of Shasta, et al.*, a case involving a claim to excess proceeds arising out of a tax sale, the Board, by a 5-0 vote, gave approval to the County Counsel's Office to defend this action.

October 15, 2019

109

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

There was no other reportable action.

1:06 p.m.: The Board of Supervisors adjourned.

Chairman

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By _____
Deputy

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: October 22, 2019

CATEGORY: Consent - General Government-3.

SUBJECT:

2020 California State Association of Counties Appointments

DEPARTMENT: Clerk of the Board

Supervisory District No. : All

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

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

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

RECOMMENDATION

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

SUMMARY

N/A

DISCUSSION

Annually the Board considers appointments to other agencies' boards as invited, requested, or as a membership requirement. The recommended appointments are consistent with those made in 2019. Additional 2020 appointments for other boards, committees, and commissions will be brought before the Board in January. This appointment was requested to be made in advance so that appointees may attend meetings in early December.

ALTERNATIVES

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

OTHER AGENCY INVOLVEMENT

The County Administrative Office reviewed the recommendation.

FISCAL IMPACT

There is no General Fund impact associated with the recommendation.

ATTACHMENTS:

Description	Upload Date	Description
CSAC BOD Nomination Form	10/17/2019	CSAC BOD Nomination Form



California State Association of Counties
1100 K Street, Suite 101
Sacramento, CA 95814
Phone (916) 327-7500
Facsimile (916) 321-5047

NOMINATION OF CSAC BOARD OF DIRECTORS MEMBER FOR YEAR 2019 – 2020

The Board of Supervisors nominates the following named Supervisor(s) to a position on the CSAC Board of Directors for the 2019 – 2020 Association year beginning Tuesday, December 3rd, 2019.

County Name:

Director:

Alternate(s):

Name of individual completing form:

Does the Board of Directors member plan to attend the CSAC Annual Conference (Dec. 3 – 6, 2019) in San Francisco, San Francisco County?

Yes:

No:

PLEASE RETURN BY NOVEMBER 13, 2019 TO:

Korina Jones
California State Association of Counties
1100 K Street, Suite 101
Sacramento, CA 95814
Email: kjones@counties.org
Fax: (916) 441-5507

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: October 22, 2019

CATEGORY: Consent - General Government-4.

SUBJECT:

Defensible Space Ordinance

DEPARTMENT: Clerk of the Board

Supervisory District No. : All

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

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

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

RECOMMENDATION

As introduced on October 1, 2019, enact an ordinance which adds Chapter 8.10, Defensible Space for Fire Protection, to the Shasta County Code, and amends section 12.12.050, Grading Permit Exemptions, and 16.04.130, Fire Standards and Equipment, of the Shasta County Code.

SUMMARY

N/A

DISCUSSION

At the meeting of October 1, 2019, the Board of Supervisors introduced and waived the reading of an ordinance which adds Chapter 8.10, Defensible Space for Fire Protection, to the Shasta County Code, and amends section 12.12.050, Grading Permit Exemptions, and 16.04.130, Fire Standards and Equipment, of the Shasta County Code.

Notice of the proposed ordinance was published pursuant to Government Code 25124. A certified copy of the full text of the proposed ordinance has been posted and made available to the public in the Office of the Clerk of the Board.

ALTERNATIVES

The Board could choose not to adopt the Ordinance at this time or could direct staff to make changes to the Ordinance.

OTHER AGENCY INVOLVEMENT

County Counsel has reviewed and approved the Ordinance as to form.

FISCAL IMPACT

There is no additional General Fund impact.

ATTACHMENTS:

Description	Upload Date	Description
Defensible Space Ordinance	10/15/2019	Defensible Space Ordinance

ORDINANCE NO. SCC 2019-_____
AN ORDINANCE OF THE BOARD OF SUPERVISORS OF
THE COUNTY OF SHASTA
ADDING CHAPTER 8.10, “DEFENSIBLE SPACE FOR FIRE PROTECTION,”
TO THE SHASTA COUNTY CODE, AND AMENDING SECTION 12.12.050 AND
SECTION 16.04.130 OF THE SHASTA COUNTY CODE

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

SECTION I.

Chapter 8.10 of the Shasta County Code is enacted to read in its entirety as follows:

Chapter 8.10

DEFENSIBLE SPACE FOR FIRE PROTECTION

Sections:

8.10.010	Findings
8.10.020	Definitions
8.10.030	Enforcement Responsibility/Applicability
8.10.040	Prohibitions/Defensible Space Requirements
8.10.050	Removal of Prohibited Materials
8.10.060	Enforcement

8.10.010 Findings

The Board of Supervisors makes the following findings and declarations:

- A. The accumulation of combustible material, including petroleum based products and wildland fuels, on private property in areas subject to higher density development is hereby found to create a condition that is a fire hazard and potentially injurious to the health, safety, and general welfare of the public. Such a fire hazard is of unique concern in areas subject to higher density development due to the potential for greater loss of life, injury, and property damage, as well as the need for clear fire evacuation routes in such areas.
- B. Therefore, the presence of such combustible material on parcels as hereinafter defined in violation of any regulatory or prohibitory provisions of this Chapter is hereby declared to constitute a public nuisance.

Ordinance No.

Page 2 of 9

- C. Nothing in this chapter shall replace or conflict with the authority of the County Agricultural Commissioner to eradicate noxious weeds under applicable sections of the California Food and Agricultural Code.

8.10.020 Definitions

For the purpose of this chapter, the following words and phrases shall have the meanings respectively ascribed to them in this section:

- A. "DEFENSIBLE SPACE" is an area either natural or man-made, where fuel has been treated, cleared or modified to slow the rate and intensity of an advancing wildfire, to create an area for fire suppression operations to occur, and to reduce the risk to improvements from wildfires. The amount of fuel modification necessary shall take into account the flammability of the structure as affected by building material, building standards, location, and type of vegetation. Fuels shall be maintained in a condition so that a wildfire burning under average weather conditions would be unlikely to ignite the structure. The intensity of fuels management may vary within the 100-foot perimeter of the structure, the most intense being within the first 30 feet around the structure.
- B. "ENFORCING OFFICER" means the persons or entities with enforcement responsibility of this chapter under Section 8.10.030 of this Code, as currently enacted and as may hereafter be amended.
- C. "FIRE WARDEN" means the Shasta County Fire Warden established pursuant to Chapter 2.32 of the Shasta County Code, as currently enacted and as may hereafter be amended, or his/her authorized representative.
- D. "FUEL" means any combustible material, including petroleum-based products and wildland fuels.
- E. "IMPROVEMENT" means any building or structure, permanent or temporary, erected for the support, shelter, or enclosure of persons, animals, chattels, or property of any kind located in the unincorporated area of the County of Shasta subject to this chapter and shall include agricultural crops. For purposes of this chapter, the term "improvement" shall not include decks, sheds, gazebos, freestanding open-sided shade structures and similar accessory structures less than 250 square feet and 30 feet or more from a dwelling, and fences more than 5 feet from a dwelling.
- F. "PARCEL" means any contiguous quantity of land in the possession of, or owned by, or recorded as the property of, the same person or entity and which is located in the unincorporated area of the County of Shasta subject to this Chapter.

Ordinance No.

Page 3 of 9

- G. "RESPONSIBLE PARTY" means any private individual, organization, firm, partnership, limited liability company, or corporation owning, renting, leasing, or otherwise controlling any parcel located in the unincorporated area of the County of Shasta subject to this chapter.
- H. "URBAN LANDS" means those lands in the unincorporated area of the County of Shasta located in either (a) a zoning district in which the Shasta County Zoning Plan (Title 17 of the Shasta County Code) permits the creation of parcels that are two acres or less in size or (b) a Planned Development zoning district.

8.10.030 Enforcement Responsibility/Applicability.

- A. This chapter shall be applicable in all unincorporated territory of the County of Shasta, including, but not limited to, (1) unincorporated areas classified as local responsibility, (2) unincorporated areas classified as state responsibility pursuant to section 4125 of the Public Resources Code, as currently enacted and as may hereafter be amended, and (3) unincorporated areas within fire protection districts and other special districts that provide fire protection services.
- B. The Fire Warden and his or her designees shall administer and enforce the provisions of this chapter. Fire protection districts and other special districts that provide fire protection services shall have concurrent authority with the Fire Warden to administer and enforce the provisions of this chapter within their respective districts to the fullest extent authorized by law, but no district shall exercise the powers expressly reserved to the Fire Warden in section 8.10.040(A), section 8.10.040 (B), section 8.10.050 (A), and section 8.10.050 (B) of this Chapter, as currently enacted and as may hereafter be amended, without the agreement of the Fire Warden.
- C. This Chapter shall supplement and shall not supersede or limit any other statute, regulation, or ordinance affecting the subject matter hereof, including but not limited to, other fire prevention and protection statutes, regulations, and ordinances enacted by the state, the county, or any other governmental agency having jurisdiction.

8.10.040 Prohibitions/Defensible Space Requirements.

- A. For any parcel that lies entirely or partially within an Urban Lands area, a responsible party shall maintain defensible space of up to 30 feet from the property line of the responsible party's parcel when the accumulation of fuel on the parcel endangers or encroaches on a defensible space of 100 feet from the exterior perimeter of any improvement on an adjacent property that also lies entirely or partially within an Urban Lands area. The Fire Warden may require a distance greater than 30 feet but not to exceed 100 feet when it is determined that the greater distance is necessary to provide defensible space for improvements on

Ordinance No.

Page 4 of 9

an adjacent property.

- B. Fuel. For purposes of this section, fuel does not include single specimens of trees, fire-resistant ornamental shrubbery, other fire-resistant planting materials or cultivated ground covers which the Fire Warden determines are well-pruned and maintained so as to effectively manage fuels and not form a means of rapidly transmitting fire from other nearby vegetation to a structure or from a structure to other nearby vegetation.
- C. Grading. The provisions of this chapter shall not be construed to authorize grading which does not comply with the Shasta County regulations regarding grading, excavating, filling, clearing and watercourses found in Title 12 of the Shasta County Code, as currently enacted and as may hereafter be amended. In performing actions in compliance with this Chapter, steps shall be taken to prevent erosion.

8.10.050 Removal of Prohibited Materials.

The following are approved methods for the removal of prohibited materials:

- A. The removal of prohibited materials shall be done using methods such as mowing, cutting, grazing and trimming that minimize surface disturbance, leave the plant root structure intact, and otherwise stabilize the soil and prevent erosion. Removed trees shall have the stumps cut no higher than eight inches above the ground. The height of weeds and annual grasses shall not exceed a height of six inches. Any chipping of trees or vegetation that is done on-site may be allowed to remain so long as it is dispersed over an area not to exceed six inches in depth. If the Fire Warden determines that difficult terrain, danger of erosion, or other unusual circumstances make strict compliance with this section undesirable or impractical, enforcement thereof may be suspended and reasonable alternative measures shall be provided as determined by the Fire Warden.
- B. Areas where prohibited materials are removed may be re-planted with single specimens of trees, fire-resistant ornamental shrubbery, and other fire-resistant planting materials or cultivated ground covers which do not form a means of rapidly transmitting fire from native or landscape plants to any improvement or other vegetation, to the Fire Warden's satisfaction. Re-planting may be required for erosion control.
- C. The removal of prohibited materials shall be carried out in conformance with all applicable federal, state and local laws, ordinances, and regulations.

Ordinance No.

Page 5 of 9

8.10.060 Enforcement

- A. Any violation of any regulatory or prohibitory provision of this Chapter shall be a fire hazard and a public nuisance subject to enforcement under Chapter 1.12 (Enforcement), as currently enacted and as may hereafter be amended, and Chapter 8.28 (Nuisances) of this Code, as currently enacted and as may hereafter be amended, and shall be subject to enforcement under any other procedure permitted by law. All remedies provided herein are cumulative and not exclusive, and are in addition to any other remedy or penalty provided by law.
- B. Any violation of any regulatory or prohibitory provision of this Chapter is subject to Chapter 1.08 of this Code. This chapter is a safety and regulatory provision necessary for the protection of the public health, welfare, and safety. Unless otherwise specifically provided in this chapter or by state law, in any criminal prosecution for a violation of this chapter it is not necessary to prove knowledge or criminal intent.
- C. The Board of Supervisors may order that the cost of abating nuisances pursuant to this Chapter be specially assessed against the respective parcels of land pursuant to section 25845 of the Government Code, as currently enacted and as may hereafter be amended. The Board of Supervisors may also cause notices of abatement lien to be recorded against the respective parcels of real property pursuant to section 25845 of the Government Code, as currently enacted and as may hereafter be amended. The Board of Supervisors may also cause notices of abatement lien for the cost of abating nuisances pursuant to this Chapter to be recorded against the respective parcels of land pursuant to section 14931 of the Health and Safety Code, as currently enacted and as may hereafter be amended, which shall have the force, effect, and priority of judgment liens.
- D. Nothing in this Chapter shall be construed as imposing any duty to abate a violation of this Chapter, nor to take any other action with regard to any violation of this Chapter, and neither the Fire Warden, nor any enforcing officer, nor the County of Shasta shall be held liable for failure to abate any violation of this Chapter, nor for failure to take any other action with regard to any violation of this Chapter.
- E. This chapter is intended to protect the interests of the community at large and is not intended to establish a duty of care for the benefit of any particular person or class of persons.

Ordinance No.

Page 6 of 9

SECTION II.

Section 12.12.050 of the Shasta County Code is amended to read in its entirety as follows:

12.12.050 Exemptions

- A. The following activities are exempt from permit requirements of this chapter:
 - 1. Cultivation and production of agricultural products, including but not limited to gardening, forestry regulated by the California Department of Forestry and Fire Protection under an approved Timber Harvest Plan, and the rearing and management of livestock, except as provided in subsection B of this section;
 - 2. Brush clearing in accordance with the provisions of Public Resources Code Section 4291 et seq., as currently enacted and as may hereafter be amended, or pursuant to the provisions of Chapter 8.10 of the Shasta County Code, as currently enacted and as may hereafter be amended, or at the direction of the Fire Warden for fire prevention and safety purposes, except as provided in subsection B of this section;
 - 3. Mining, quarrying, excavating, processing, or stockpiling of rock, sand, gravel, aggregate or clay, as authorized in the zone plan and for which a use permit and reclamation plan have been granted, except as provided in subsection B of this section;
 - 4. Operation of refuse disposal sites for which a valid permit has been issued pursuant to Chapter 8.32, as currently enacted and as may hereafter be amended;
 - 5. Temporary excavation for installation or abandonment of underground storage tanks and associated piping when no permanent change is made in the existing terrain, best management practices are established to minimize erosion and prevent off-site discharge of sediment, and the excavation is refilled and stabilized, except as provided in subsection B of this section;
 - 6. Temporary trench or pit excavation for the purpose of installing underground or overhead utilities where best management practices are established to minimize erosion and prevent off-site discharge of sediment, except as provided in subsection B of this section;

Ordinance No.

Page 7 of 9

7. Subsurface geologic exploration under the supervision of a licensed civil engineer, registered environmental health specialist, engineering geologist or archeologist, except as provided in subsection B of this section;
 8. The construction of pits for the containment of drilling fluids, when well drilling is performed pursuant to Chapter 8.56, as currently enacted and as may hereafter be amended, and when best management practices are established to minimize erosion and prevent off-site discharge of sediment, except as provided in subsection B of this section;
 9. Grading conducted during a civil or hazardous material emergency or natural disaster to relieve or correct conditions caused by such emergency or disaster or to make emergency firebreaks;
 10. The removal and spreading of contaminated earth materials from underground tank excavations performed in compliance with Chapter 8.24, as currently enacted and as may hereafter be amended, and when best management practices are established to minimize erosion and prevent off-site discharge of sediment;
 11. Grading performed on public works projects by a governmental agency.
- B. No exemption provided in subdivisions 1, 2, 3, 5, 6, 7, or 8 of subsection A of this section shall apply to any grading (1) that will, or has the potential to, adversely affect any off-site drainage or aquatic habitat, or (2) that will, or has the potential to, adversely affect the lateral or subjacent support of any property not owned by the owner of the land upon which such grading is performed, or (3) that otherwise violates any regulatory or prohibitory provision of the Shasta County Code or any other law, or (4) that is undertaken to facilitate or otherwise assist any violation of any regulatory or prohibitory provision of the Shasta County Code or any other law.

SECTION III.

1. Subsection (A) of Section 16.04.130 of the Shasta County Code is amended in its entirety to read as follows:

16.04.130 Fire Standards and Equipment

- A. Prior to issuance of a certificate of occupancy for any building or mobile home, or any addition to a building or mobile home, the building official shall require that the building site provide defensible space for a distance of not less than 100 feet on each side of the structure or to the property line, as required by Section 4291 of the Public Resources Code.

Ordinance No.

Page 8 of 9

2. All other provisions in Section 16.04.130 of the Shasta County Code not specifically amended by this ordinance remain in full force and effect.

SECTION IV.

The County finds that this ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to the following categorical exemptions: Sections 15304 (i) (fuel management activities), 15307 (actions taken as authorized by local ordinance to assure protection of natural resources), 15308 (actions taken as authorized by local ordinance to assure protection of the environment) and 15321 (action by agency for enforcement of a law, general rule, standard or objective administered or adopted by the agency, including by direct referral to the County Counsel as appropriate for judicial enforcement) of the CEQA Guidelines. There are no unusual circumstances under CEQA Guideline section 15300.2(c). Each exemption stands as a separate and independent basis for determining that this ordinance is not subject to CEQA.

SECTION V.

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

SECTION VI.

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

SECTION VII.

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

DULY PASSED AND ADOPTED _____, 2019, by the Board of Supervisors, County of Shasta, State of California, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Ordinance No.

Page 9 of 9

RECUSE:

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

ATTEST:

LAWRENCE G. LEES

Clerk of the Board of Supervisors

By: _____
Deputy

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: October 22, 2019

CATEGORY: Consent - General Government-5.

SUBJECT:

Legal Services Agreement with Hawkins Delafield & Wood LLP

DEPARTMENT: County Counsel

Supervisory District No. : All

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

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

Vote Required?	General Fund Impact?
2/3 Vote	No Additional General Fund Impact

RECOMMENDATION

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

SUMMARY

N/A

DISCUSSION

From time to time, the County is in need of advice relating to municipal finance such as issues relating to the issuance and refinancing of bonds or whether certain transactions are in compliance with bond requirements. One such situation recently arose as part of considering an energy retrofit proposal. As part of the financing proposal, it is possible that the financing company would require a security interest in equipment that would be affixed to certain buildings. One of those buildings is the Administration Center which already acts as security 2013 Series A Lease Revenue Bonds. Another building that could be potentially affected is the Juvenile Rehabilitation Facility. It is necessary to obtain advice of bond counsel about the potential effects of the energy retrofit, if any, and to address any issues.

Bond counsel services are a specialized area of law and most attorneys do not provide such services nor do they carry the insurance necessary to provide such services. The Firm is recognized as a leader in this area and the fees are commensurate with those charged for similar services. The County selected the Firm in 2011 as part of a competitive procurement process. At that time, the firm provided bond counsel services to the County when it refinanced the lease revenue bonds referenced above. The Firm again provided advice to the County in 2012 relating to lease of space at the top of the jail for telecommunications purposes. The Firm’s knowledge of these prior transactions, and in particular the refinancing of the lease revenue bonds would make it more efficient for the Firm to provide advice on the present matters compared to a firm that did not have the historical involvement. Additionally, an informal survey of firms with the requisite experience and expertise

revealed that the Firm's rates continued to be competitive for services of this type to public entities.

It is anticipated that the matters assigned to the firm will be specific advice on issues of limited duration similar in nature to the advice provided to the County on the jail telecommunications lease. Because of the specialized nature of the services and because the need for advice arises from time to time, this agreement will allow the County to be able to access these services when the need arises without having to process a new agreement each time. Additionally, the need for the services often arises quickly requiring an expedited response and this agreement allows the County to receive the advice in a timely manner.

ALTERNATIVES

The Board may request changes to the terms or conditions, could require that a request for proposals be issued, or could choose not to approve the agreement which is not recommended because the County would then be unable to provide important and specialized services from experienced counsel with an established relationship with the County when they are needed.

OTHER AGENCY INVOLVEMENT

County Counsel has approved the agreement as to form. Risk Management has approved the agreement. The Recommendation has been reviewed by the County Administrative Office. The Public Works Department and the Auditor-Controller's Office were consulted about the recommendation.

FISCAL IMPACT

For the energy retrofit project, legal services costs will be included in project administrative costs. The administrative costs are charged to the participating departments. If the project costs are not included in a department's current Adopted Budget, a budget amendment will be requested.

ATTACHMENTS:

Description	Upload Date	Description
Executed Agreement Hawkins Delafield & Wood	10/14/2019	Executed Agreement Hawkins Delafield & Wood

AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT, dated October 22, 2019, is made by and between

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

and

HAWKINS DELAFIELD & WOOD LLP
333 SOUTH GRAND AVENUE
LOS ANGELES, CALIFORNIA 90071
(the "FIRM")

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

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

NOW, THEREFORE, COUNTY and FIRM agree as follows:

1. **PERIOD OF PERFORMANCE**

This initial term of this Agreement shall begin September 3, 2019, and shall end the later of September 2, 2024, or the completion of any matter(s) COUNTY, through its County Counsel, assigns to FIRM, or until this Agreement is terminated pursuant to the provisions of paragraph 5 or paragraph 6. The County Counsel may amend this Agreement to extend the term for an additional three year term provided that Firm is currently providing services to County prior to the expiration of any three year term.

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

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

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

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

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

3. **COMPENSATION**

A. **Fees**

FIRM shall provide legal services at the following billing rates:

Partner (Arto Becker):	\$640/hr.
Partner (Diane Quan):	\$525/hr.
Associates:	\$400/hr.

FIRM and COUNTY may negotiate a flat fee for the provision of certain services provided the fee and the service to be provided is memorialized in writing and signed by County Counsel and FIRM. Any such writing shall be deemed to be incorporated into this Agreement and be subject to the terms and conditions of this Agreement.

B. **Expenses**

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

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

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

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

- (a) Consultants' fees.

- (b) Expert witnesses' fees.
 - (c) Expenses for travel outside the counties of Shasta and the County in which the case is filed.
 - (d) Investigative services costs.
 - (e) Other expenses approved in advance by County Counsel.
- 3. Non-reimbursable expenses shall include, but not be limited to:
 - (a) Staff time or overtime for performing secretarial, clerical, or word processing functions.
 - (b) Charges for time spent to provide necessary information for COUNTY audits or billing inquiries.
 - (c) Charges for work performed which had not been authorized by COUNTY. Such work shall be a gratuitous effort by FIRM.

4. **BILLINGS AND PAYMENTS**

A. **Billings**

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

County Counsel
1450 Court Street, Suite 332
Redding, California 96001
- 3. Each billing statement shall be itemized in a time reporting format acceptable to COUNTY and shall include original invoices for reimbursement of expenses. FIRM understands that COUNTY's Auditor/Controller will not reimburse FIRM for expenses unless the original invoice is submitted.
- 4. FIRM shall have and maintain all backup documentation to support all entries included in the monthly billing statement. Such documentation shall be in a form subject to audit and in accordance with generally accepted accounting principles. FIRM shall make such documentation

available to auditors upon request and in accordance with paragraph 10E.

B. **Payments**

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

5. **TERMINATION**

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

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

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

7. **CLOSING REPORT UPON TERMINATION**

Upon COUNTY's request, FIRM shall deliver a closing report to COUNTY concerning any unresolved matters or cases upon termination of this Agreement.

8. **NOTICES**

All notices and required reports shall be written and hand-delivered or mailed by first class, postage prepaid, addressed to COUNTY or FIRM at the addresses below, or at any other address COUNTY or FIRM shall provide in writing to each other:

A. If to COUNTY:

Shasta County Counsel
1450 Court Street, Suite 332

Redding, CA 96001

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

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

B. If to FIRM:

Hawkins Delafield & Wood LLP
333 South Grand Avenue
Los Angeles, CA 90071

9. **ASSIGNMENT**

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

10. **STANDARD TERMS AND CONDITIONS**

A. **Indemnification**

FIRM shall indemnify, defend, and save harmless COUNTY, its agents, officers and employees from and against any and all liability expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to losses resulting from FIRM's professionally negligent errors or omissions), in connection with FIRM'S services arising from, connected with and caused by the FIRM's professionally negligent services performed under this Agreement.

B. **Insurance**

Without limiting FIRM'S duty of defense and indemnification, FIRM and any subcontractor shall obtain, from an insurance carrier authorized to transact business in the State of California, and maintain continuously during the term of this agreement the following insurance:

- 1. Comprehensive General Liability Insurance endorsed for Premises-Operations, Products/Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury with a combined single limit of not

less than \$1,00,000 per occurrence.

If the above insurance is written on a Claims Made Form, the insurance shall be endorsed to provide an extended reporting period of not less than five years following termination of this Agreement.

2. Professional liability insurance with a liability limit of at least \$1,000,000 per claim.

C. **Independent Contractor Status**

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

D. **Governing Laws**

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

E. **Record Retention and Inspection**

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

F. **Communications With COUNTY**

FIRM understands that the County Counsel is the legally empowered legal representative of the COUNTY and its officers and employees and FIRM shall not without specific direction from the County Counsel communicate with, provide advice to or represent the COUNTY, its Board of Supervisors or any

other officers or employees.

G. **Validity**

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

H. **Waiver**

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

I. **Agreement Execution**

This agreement may be executed in one or more counterparts, all of which taken together, shall constitute one and the same instrument when each Party has signed at least one counterpart. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

SIGNATURE PAGE FOLLOWS

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

COUNTY OF SHASTA

Date: _____

ATTEST:

Clerk of the Board of Supervisors
County of Shasta

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

By: _____
Deputy

HAWKINS DELAFIELD & WOOD LLP

Date: 10/10/19

Arto C. Becker
By: ARTO BECKER, PARTNER

Approved as to form:

James R. Ross
James R. Ross
Assistant County Counsel

Approved:

[Signature]
Risk Management 10/14/19

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: October 22, 2019

CATEGORY: Consent - Health and Human Services-6.

SUBJECT:

Agreement with Dunamis Center, Inc.

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

Supervisory District No. : All

DEPARTMENT CONTACT: Nancy Bolen, Branch Director, (530) 225-5705

STAFF REPORT APPROVED BY: Nancy Bolen, Branch Director

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

RECOMMENDATION

Approve and authorize the Chairman to sign an agreement with Dunamis Center, Inc. in an amount not to exceed \$100,000 to provide Botvin LifeSkills® Training and counseling services for the period date of signing through June 30, 2020, with one automatic one-year renewal.

SUMMARY

The proposed agreement will allow Dunamis Center, Inc. (Dunamis) to provide Botvin LifeSkills® training and counseling services to middle school students.

DISCUSSION

The Mental Health Services Act (MSHA) represents a comprehensive approach to the development of a system of community-based mental health services and supports. One of the components of MSHA is Prevention and Early Intervention (PEI).

Shasta County's PEI Plan includes Botvin LifeSkills® (LifeSkills). The LifeSkills program is an evidence-based substance use and violence prevention program for adolescents and young teens. LifeSkills Training is funded by the Mental Health Service Act (MSHA) as outlined in Shasta County's three-year (2018-2020) strategic plan as a prevention and early intervention program to address at-risk middle school students.

The program was administered to 6th-8th grade students attending Shasta Lake Elementary and Anderson Middle School during Fiscal Year 18/19. The program promotes healthy alternatives to risky behavior through activities that help students resist peer pressure to smoke or use drugs and alcohol, develop greater self-esteem and social skills, learn about relaxation techniques to cope with anxiety, and learn about the effects of substance abuse and healthier lifestyle choices.

In Fiscal Year 18/19 the LifeSkills Training Middle School program was implemented in Anderson Middle School and the

program was delivered to more than 260 students in 6th, 7th, and 8th grades. The final report showed anti-drug and life skills knowledge increased across all 6th, 7th, and 8th grades.

After the first year of delivering LifeSkills, HHSA recognized the need of additional services to support middle school students to address students’ adverse childhood experiences and support their ongoing learning and development. Through this agreement, Dunamis will implement one-on-one counseling services, in addition to the LifeSkills training program. Dunamis has historically provided counseling services to local schools including Enterprise, Boulder Creek, and Turtle Bay.

ALTERNATIVES

The Board could choose not to approve this agreement or to approve with modified terms or funding levels.

OTHER AGENCY INVOLVEMENT

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

FISCAL IMPACT

Children’s Services Branch Fiscal Year 2019-20 Adopted Budget includes sufficient appropriation authority for the activities described in this agreement. These services are funded through the Mental Health Services Act Budget (BU 404). Sufficient budget authority will be included in future fiscal year budget requests.

ATTACHMENTS:

Description	Upload Date	Description
Dunamis Agreement	10/11/2019	Dunamis Agreement

**PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF SHASTA AND
DUNAMIS CENTER, INC.**

This agreement is entered into between the County of Shasta, through its Health and Human Services Agency, Children's Services Branch, a political subdivision of the State of California (County) and Dunamis Center, Inc., a California corporation (Consultant) (collectively, the Parties and individually a Party) for the provision of middle school Botvin LifeSkills® Training and counseling services.

Section 1. RESPONSIBILITIES OF CONSULTANT.

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

- A. Provide evidence-based Botvin LifeSkills® Training lessons to middle school students grades 6, 7, and 8 at mutually agreed upon middle school sites/locations in Shasta County. If mutual agreement cannot be reached, then County shall have final sole determination.
- B. Schedule and conduct training lessons during school class periods twice weekly during school hours at mutually agreed middle school site/locations as set forth in Section 1. A. above. Each lesson shall be conducted for up to 20 weeks using the Botvin LifeSkills® Training **STUDENT LESSONS**, herein attached and incorporated as **EXHIBIT B**.
- C. Comply with all statutes, rules, regulations or policies required by any mutually agreed middle school site/locations as set forth in Section 1. A. above including executing any agreements which may be necessary to provide the services as set forth in this agreement.
- D. Maintain and provide staff trained in the Botvin LifeSkills® Training program.
- E. Ensure staff attend all County-required trainings.
- F. Adhere to Botvin LifeSkills® Training fidelity requirements.
- G. Conduct pre- and post- program student surveys using the **STUDENT SURVEY**, herein attached and incorporated as **EXHIBIT C**. Ensure all student confidentiality is maintained pursuant to all statutes, regulations, and policies.
- H. Provide completed de-identified pre- and post-student surveys to County within 30 calendar days after conducting a student survey via email to CSContracts@co.shasta.ca.us or by U.S. Mail to the County's Health and Human Services Agency (HHSA) Children's Services Branch, Attn: Contracts Analyst, 1313 Yuba Street, Redding, CA 96001.

- I. Conduct **PEI PARTICIPANT SURVEY**, herein attached and incorporated as **EXHIBIT D**. Ensure all student confidentiality is maintained pursuant to all Federal and State rules, statutes, regulations, and policies.
- J. Provide completed de-identified participant surveys to County within 30 calendar days after completion via email to CSCContracts@co.shasta.ca.us or by U.S. Mail to the County's HHSA Children's Services Branch, Attn: Contracts Analyst, 1313 Yuba Street, Redding, CA 96001.
- K. Attend annual program evaluation and improvement meetings as determined by County.
- L. Provide individual counseling two days a week for up to four hours a day to students in grades 6-8 referred to Consultant by mutually agreed upon school site. If mutual agreement cannot be reached, then County shall have final sole determination. Counseling services shall include family supports as necessary based on the assessment of student needs.
- M. Provide monthly **COUNSELING STATISTICAL REPORT**, herein attached and incorporated as **EXHIBIT E** to CSCContracts@co.shasta.ca.us by the 10th day of the following month indicating number of new referrals, number of continuing students, number of counseling sessions provided, and grade level.
- N. 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, websites, interviews with the press, flyers, or publications the following statement: "This activity (or program) has been funded by the County of Shasta through the California Mental Health Services Act."

Section 2. RESPONSIBILITIES OF COUNTY.

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

- A. Compensate Consultant as prescribed in sections 3 and 4 of this agreement.
- B. Coordinate required training for Consultants staff.
- C. Coordinate annual program evaluation and improvement meetings.
- D. Monitor and evaluate the performance of Consultant throughout the term of this agreement to assure compliance with the terms and conditions of this agreement including but not limited to:
 - (1) Timely submission of complete and accurate:
 - a. Insurance renewal documentation; and

- b. Student surveys pursuant to Section 1. H; and
 - c. PEI surveys pursuant to Section 1.I.
- E. Evaluate Consultants quality of services and program outcomes based on, but not limited to, the following criteria as determined solely by County:
- (1) Program lesson fidelity checks; and
 - (2) De-identified middle school student outcomes indicated by the results of student surveys.

Section 3. COMPENSATION.

- A. Consultant shall be paid \$20,000 per fiscal year for Botvin LifeSkills® Training.
- B. Consultant shall be paid \$400 a day with a maximum of \$30,000 per fiscal year for counseling services as described in this agreement.
- C. In accordance with the budget as prescribed in the **BUDGET**, herein attached and incorporated as **EXHIBIT A**, County shall pay to Consultant a maximum of \$100,000 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 \$100,000.
- D. Consultant shall be paid via electronic invoice payment; automated clearing house (ACH), County credit card, or Commerce Bank virtual card. ACH payments require submission of the completed Auditor-Controller ACH/Direct Deposit authorization form with first claim for payment.
- E. Consultant's violation or breach of agreement terms may result in fiscal penalties, withholding of compensation, or termination of agreement.

Section 4. BILLING AND PAYMENT.

- A. Consultant shall submit a billhead or invoice regularly used in the conduct of Consultant's business to Fiscal Unit, County's HHSA, Attn: Accounts Payable, P.O. Box 496005, Redding, CA 96049-6005 by the 10th day of each month for services rendered in the preceding month, in accordance with the **BUDGET**, **EXHIBIT A**. County shall make payment within 30 days of receipt of Consultant's correct and approved statement 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 5. TERM OF AGREEMENT.

The initial term of this agreement shall be effective as of the last date it has been signed by both Parties and end June 30, 2020. The term of this agreement shall be extended by County for one additional one-year term at the end of the initial term, under the same terms and conditions, unless written notice of non-renewal is provided by either Party to the other Party at least 30 days prior to the expiration of the initial term or the then current term. Notwithstanding the foregoing, County shall not be obligated for payments hereunder for any future County fiscal year unless or until County's Board of Supervisors appropriates funds for this agreement in County's budget for that County fiscal year. In the event that funds are not appropriated for this agreement, then this agreement shall end as of June 30 of the last County fiscal year for which funds for this agreement were appropriated. For the purposes of this agreement, the County fiscal year commences on July 1 and ends on June 30 of the following year. County shall notify Consultant in writing of such non-appropriation at the earliest possible date.

Section 6. TERMINATION OF AGREEMENT.

- A. If Consultant materially fails to perform Consultant's responsibilities under this agreement to the satisfaction of County, or if Consultant fails to fulfill in a timely and professional manner Consultant's responsibilities under this agreement, or if Consultant violates any of the terms or provisions of this agreement, then County shall have the right to terminate this agreement for cause effective immediately upon the County giving written notice thereof to Consultant. If termination for cause is given by County to Consultant and it is later determined that Consultant was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph B of this section.
- B. County may terminate this agreement without cause on 30 days written notice to Consultant.

- C. County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased during the term of this agreement.
- D. County's right to terminate this agreement may be exercised by the County Executive Officer or his/her designee, the Shasta County HHSA Director (Director) or any HHSA Branch Director designated by the Director.
- E. Should this agreement be terminated, Consultant shall promptly provide to County any and all finished and unfinished reports, data, studies, photographs, charts, and other documents prepared by Consultant pursuant to this agreement.
- F. If this agreement is terminated, Consultant shall only be paid for services satisfactorily completed and provided prior to the effective date of termination.

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

- A. This agreement supersedes all previous agreements relating to the subject of this agreement and constitutes the entire understanding of the Parties hereto. Consultant shall be entitled to no other benefits other than those specified herein. Consultant specifically acknowledges that in entering into and executing this agreement, Consultant relies solely upon the provisions contained in this agreement and no others.
- B. No changes, amendments, or alterations to this agreement shall be effective unless in writing and signed by both Parties. However, minor amendments, 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 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 or appendices, the provisions of this agreement shall govern.

Section 8. NONASSIGNMENT OF AGREEMENT; NON-WAIVER.

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

Section 9. EMPLOYMENT STATUS OF CONSULTANT.

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

Section 10. INDEMNIFICATION.

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

Section 11. INSURANCE COVERAGE.

- A. Without limiting Consultant's duties of defense and indemnification, Consultant and any subcontractor shall obtain, from an insurance carrier authorized to transact business in the State of California, and maintain continuously during the term of this agreement Commercial General Liability Insurance, including coverage for owned and non-owned automobiles, and other 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, \$3 million in the aggregate.
- D. Consultant shall require subcontractors to furnish satisfactory proof to County that liability and workers' compensation and other required types of insurance have been obtained and are maintained similar to that required of Consultant pursuant to this agreement.
- E. With regard to all insurance coverage required by this agreement:
- (1) Any deductible or self-insured retention exceeding \$25,000 for Consultant or subcontractor shall be disclosed to and be subject to approval by the County Risk Manager prior to the effective date of this agreement.
 - (2) If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, Consultant or subcontractor shall maintain such insurance coverage with an effective date earlier or equal to the effective date of this agreement and continue coverage for a period of three years after the expiration of this agreement and any extensions thereof. In lieu of maintaining post-agreement expiration coverage as specified above, Consultant or subcontractor may satisfy this provision by purchasing tail coverage for the claims-made policy. Such tail coverage shall, at a

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

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

"Separation of Insureds.

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

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

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

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

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

Section 13. COMPLIANCE WITH LAWS; NON-DISCRIMINATION.

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

- E. In addition to any other provisions of this agreement, Consultant shall be solely responsible for any and all damages caused, and/or penalties levied, as the result of Consultant's noncompliance with the provisions of this section.

Section 14. ACCESS TO RECORDS; RECORDS RETENTION.

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

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

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

Section 16. LICENSES AND PERMITS.

Consultant, and Consultant's officers, employees, and agents performing the work or services required by this agreement, shall possess and maintain all necessary licenses,

permits, certificates, and credentials required by the laws of the United States, the State of California, the County of Shasta, and all other appropriate governmental agencies, including any certification and credentials required by County. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this agreement and constitutes grounds for the termination of this agreement by County.

Section 17. PERFORMANCE STANDARDS.

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

Section 18. CONFLICTS OF INTEREST.

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

Section 19. NOTICES.

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

If to County: Branch Director
 Children's Services
 Attn: Contracts Unit
 1313 Yuba Street
 Redding, CA 96001
 Tel: (530) 225-5757
 Fax: (530) 225-5190

If to Consultant: Dunamis Center, Inc.
 Attn: Jill Clark, CEO
 748 N Market Street
 Redding, CA 96003
 Tel: (530) 338-0087
 Fax: (530) 745-6053

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

Section 20. AGREEMENT PREPARATION.

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

Section 21. COMPLIANCE WITH POLITICAL REFORM ACT.

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

Section 22. PROPERTY TAXES.

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

Section 23. SEVERABILITY.

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

Section 24. COUNTY'S RIGHT OF SETOFF.

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

Section 25. CONFIDENTIALITY.

During the term of this agreement, both Parties may have access to information that is confidential or proprietary in nature. Both Parties agree to preserve the confidentiality of and to not disclose any such information to any third party without the express written

consent of the other Party or as required by law. This provision shall survive the termination, expiration, or cancellation of this agreement.

Section 26. SCOPE AND OWNERSHIP OF WORK.

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

Section 27. USE OF COUNTY PROPERTY.

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

SIGNATURE PAGE FOLLOWS

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

COUNTY OF SHASTA

Date: _____

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

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By: _____
Deputy

Approved as to form:

RUBIN E. CRUSE, JR.
County Counsel

By: Alan B. Cox
Deputy County Counsel

RISK MANAGEMENT APPROVAL

By: James Johnson
Risk Management Analyst III

CONSULTANT

Date: 10/2/19

Date: 10/2/19

By: Jill Shepherd Piercy Clark, LMFT
Chief Executive Officer

By: Janice Shepherd
Chief Operating Officer

Tax I.D.#: On file

Dunamis Center, Inc
BUDGET- School Counseling and Botvin Life Skills

Shasta County Health & Human Services Agency
 1313 Yuba Street
 Redding, CA 96001

Dunamis Center, Inc
 1485 Victor Ave
 Redding, CA 96003

Multi-Year Service Budgets

Budget Category	Budget Period 2019/2020	Budget Period 2020/2021	Total Budgeted Costs
Personnel/Position	FTE		
	45,000.00	45,000.00	90,000.00
			0.00
			0.00
			0.00
			0.00
Fringe Benefits			0.00
Total Salary and Benefits	45,000.00	45,000.00	90,000.00
Operating Expenses			
Office Expenses/Supplies	500.00	500.00	1,000.00
Equipment			
Rents/Leases			
Utilities/Communications			
Travel			
Software			
Total Operating Expenses	500.00	500.00	1,000.00
Other Expenses			
Capital Assets			0.00
Total Other Expenses	0.00	0.00	0.00
Total Expenses	45,500.00	45,500.00	91,000.00
Administrative Cost (Not to exceed 10% of wages)	4,500.00	4,500.00	9,000.00
Totals	\$50,000.00	\$50,000.00	\$100,000.00

FOR COUNTY USE ONLY:

Cost Center _____

Account Code _____

Project Code _____

Activity Code _____

STUDENT LESSONS

 Botvin LifeSkills Training		Middle School Level 1 Grades 6/7– Scope and Sequence	
Lesson	Lesson Goals	Key Skills	Class Periods
Self-Image & Self-Improvement	To teach what self-image is, how it is formed, how it relates to behavior, and how it may be improved.	Self-analysis; self-improvement; goal-setting; reframing thoughts.	1
Making Decisions	To teach how to make decisions and solve problems independently.	Decision analysis; 3 Cs of effective decision-making (Clarify, Consider, Choose); resisting group pressure.	2
Smoking: Myths and Realities	To teach information about cigarette smoking and other forms of tobacco use to counter common myths and misconceptions.	Analyzing data; checking assumptions; considering pros/cons.	1
Smoking and Biofeedback	To teach some of the immediate physiological effects of smoking.	Measuring heart rate; scientific method.	1
Alcohol: Myths and Realities	To teach information about alcohol to counter common myths and misconceptions.	Analyzing data; checking assumptions; considering pros/cons; separating fact and fiction.	1
Marijuana: Myths and Realities	To teach information about marijuana to counter common myths and misconceptions.	Analyzing data; checking assumptions; considering pros/cons; separating fact from fiction.	1
Advertising	To increase awareness of the techniques employed by advertisers to manipulate consumer behavior and to teach students how to resist these techniques.	Analyzing ads; recognizing techniques; separating fact from fiction – want from needs.	1
Violence and the Media*	To increase awareness of how the media influences student perceptions about violence and to teach them how to check media presentations against reality.	Analyzing perceptions about violence; comparing image and reality; resistance to media distortions.	1
Coping with Anxiety	To teach what anxiety is, common situations which cause it, and techniques for coping with anxiety.	Recognizing anxiety and its physical effects; learning easy and healthy techniques to deal with anxiety; progressive relaxation; mental rehearsal/visualization; breathing.	2
Coping with Anger*	To teach anger recognition and common situations which cause it, and to learn techniques for self-control.	Recognizing anger, its physical effects and multiple consequences; identifying reasons and learning techniques to control anger.	1
Communication Skills	To teach how to communicate effectively.	Using verbal and non-verbal communication; techniques for avoiding misunderstandings; clarifying; asking questions; being specific; paraphrasing.	1
Social Skills	To teach basic social skills in order to develop successful interpersonal relationships. Teach skills pertaining to closer personal relationships, interaction with others, and planning social activities.	Making social contacts; giving and receiving compliments and other feedback; scripting; effective listening; being persistent; having self-awareness; feelings toward others; communication, conversation; creative thinking.	2
Assertiveness	To teach how to become more assertive and resist peer pressure to use drugs.	Reflecting on actions taken, types of responses, consequences; decision-making; awareness of persuasive tactics; repertoire of refusal responses; verbal and non-verbal assertiveness; self-respect; planning; goal-setting.	2
Resolving Conflicts*	To review previous skills as students learn and practice techniques for resolving conflicts.	Analyzing conflict resolution choices; controlling anger; building consensus; problem solving; negotiation and compromise.	1
Total Class Periods			15/18

*optional violence lessons

 Botvin LifeSkills Training		Middle School Level 2	
		Grades 7/8 – Scope and Sequence	
Lesson	Lesson Goals	Key Skills	Class Periods
Drug Abuse and Violence: Causes and Effects	To increase awareness of the social factors promoting drug abuse.	Analyzing observations and data; questioning assumptions; reasoning; causes and effects of drug abuse and violence.	1
Making Decisions	To teach how to make informed decisions that are consistent with what is important to students.	Decision-analysis: individual, group, peer; resisting peer/group pressure.	1
Media Influences	To increase awareness of the techniques used by advertisers to manipulate consumer behavior and to teach students how to resist these techniques.	Media analysis; responding critically to manipulate tactics; consumerism: separating wants from needs; personal needs from product claims.	1
Coping with Anxiety	To teach how to cope with situations producing anxiety.	Recognizing situations that cause anxiety; building repertoire of healthy stress-reduction techniques.	2
Coping with Anger*	To teach reasons and techniques for controlling anger.	Recognizing anger, its physical effects, and multiple consequences; identifying reasons and learning techniques to control anger.	1
Communication Skills	To teach effective communication.	Effective use of verbal and non-verbal communication; sending and receiving skills; active listening; questioning, clarifying, paraphrasing.	1
Social Skills	To teach basic social skills in order to help students develop successful interpersonal relationships.	Overcoming shyness; initiating social contacts; mastering conversational skills; using open-ended questions.	1
Assertiveness	To teach when and how to become more assertive.	Analyzing situations; identifying and practicing effective responses; making requests; reflecting on and expressing personal feelings; verbal and non-verbal skills.	1
Resolving Conflicts*	To review, acquire, and practice the skills needed to successfully resolve conflicts.	Analyzing conflict resolution choices; applying life skills (anxiety and anger reduction, decision-making, communication, social and assertiveness skills) to resolve conflicts.	1
Resisting Peer Pressure	To teach how to resist peer pressures to smoke, drink, or use drugs.	Analyzing and developing repertoire of responses to group pressure; analyzing interpersonal persuasive tactics and practicing resistance or refusal skills.	2
Total Class Periods			10/12

*optional violence lessons

 Botvin LifeSkills Training		Middle School Level 3 Grades 8/9 – Scope and Sequence	
Lesson	Lesson Goals	Key Skills	Class Periods
Drug Abuse: Causes and Effects*	To increase awareness of the causes and consequences of drug abuse.	Analyzing risk factors; personalizing and generalizing information on risk of use and abuse.	1
Making Decisions	To increase ability to make informed and responsible decisions.	Decision analysis; recognizing options; application of decision-making process.	1
Media Influences*	To increase awareness of the influence the media has in shaping attitudes and behavior.	Analyzing and resisting media influences, in general and specific to drug use.	1
Coping with Anxiety	To increase ability to cope with anxiety.	Anxiety self-assessment; building and reinforcing repertoire of healthy stress-reduction techniques.	1
Coping with Anger*	To teach reasons and techniques for controlling anger.	Recognizing anger, its causes, and consequences; identifying reasons and techniques to control anger.	1
Social Skills	To improve general social skills.	Practicing greetings and brief social exchanges; differentiating between superficial, informational, and "deep" conversations, and practicing "deep" conversation skills.	1
Assertiveness	To increase general assertive skills.	Analyzing situations; identifying and practicing effective responses; saying no, making requests, asserting rights, expressing feelings; verbal and non-verbal assertive skills.	1
Resolving Conflicts*	To review, acquire, and practice the skills needed to successfully resolve conflicts.	Analyzing conflict resolution choices; applying life skills (anxiety and anger reduction, decision-making, communication, social, and assertiveness skills) to resolve conflicts.	1
Resisting Peer Pressure	To increase the ability to resist peer pressure to smoke, drink, or use other drugs.	Further practice in applying assertive skills in peer situations; identifying and responding to persuasive tactics.	1
Total Class Periods			9/9

*optional lessons

STUDENT SURVEY



Evidence-Based Prevention Programs for Schools, Families, and Communities

Health Survey**Middle School**

This survey is designed to give us information about your health knowledge, attitudes, and behaviors.

Because a secret student code is used on each survey, no one will know how you answer these questions.

Please answer all of the questions honestly.

Student Code #: _____
School Code #: _____
Date ____ / ____ / ____

Pretest Survey _____
Posttest Survey _____
Follow-Up Survey _____

Note to Data Collector: Prior to distributing this survey, please enter the Student Code #, School Code #, and indicate whether this is a pretest, posttest, or follow-up survey with a check mark in the box above.

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Section A

1. How many years old are you? (Circle One)

8 9 10 11 12 13 14 15 16 17 18

2. Are you: ① Male ② Female ③ _____

3. Who do you live with most of the time? (Pick Only One)

- ① One parent ③ Guardian, foster parent, or relative
② Two parents ④ Other: _____

4. Which of the following best describes you? (Pick All that Apply)

- ① White
② Black or African-American
③ Hispanic/Latino
④ Asian
⑤ American Indian/Alaska Native
⑥ Native Hawaiian or Other Pacific Islander
⑦ More than one race
⑧ Other: _____

5. What grade are you in?

- ① 6th grade ② 7th grade ③ 8th grade ④ 9th grade

6. What grades do you generally get in school? (Pick Only One)

- ① Mostly A's (90-100) ③ Mostly C's (70-79) ⑤ D's or lower (less than 60)
② Mostly B's (80-89) ④ Mostly D's (60-69)

7. About how many days were you absent from school last year? (Pick Only One)

- ① None ② 1-2 days ③ 3-6 days ④ 7-15 days ⑤ 16 or more days

Section B

Directions: Read each statement below and indicate whether you think each is True or False by filling in the appropriate circle.

	True	False
1. Most adults smoke cigarettes.	①	②
2. Smoking a cigarette causes your heart to beat slower.	①	②
3. Few adults drink wine, beer, or liquor every day.	①	②
4. Most people my age smoke marijuana.	①	②
5. Smoking marijuana causes your heart to beat faster.	①	②
6. Most adults use cocaine or other hard drugs.	①	②
7. Cocaine and other hard drugs always make you feel good.	①	②
8. What we believe about ourselves affects the way we act or behave.	①	②
9. It is almost impossible to develop a more positive self-image.	①	②
10. It is important to measure how far you have come toward reaching your goal.	①	②
11. It's a good idea to make a decision and then think about the consequences later.	①	②
12. Smoking can affect the steadiness of your hands.	①	②
13. A stimulant is a chemical that calms down the body.	①	②
14. Smoking reduces a person's endurance for physical activity.	①	②
15. A serving of beer or wine contains less alcohol than a serving of "hard liquor" such as whiskey.	①	②
16. Alcohol is a depressant.	①	②
17. Marijuana smoking can improve your eyesight.	①	②
18. Some advertisers are deliberately deceptive.	①	②
19. Companies advertise only because they want you to have all the facts about their products.	①	②
20. It's a good idea to get all information about a product from its ads.	①	②

	True	False
21. Most people do not experience anxiety.	①	②
22. There is very little you can do when you feel anxious.	①	②
23. Deep breathing is one way to lessen anxiety.	①	②
24. Mental rehearsal is a poor relaxation technique.	①	②
25. You can avoid misunderstandings by assuming the other person knows what you mean.	①	②
26. Effective communication is when both sender and receiver interpret a message in the same way.	①	②
27. Relaxation techniques are of no use when meeting people.	①	②
28. A compliment is more effective when it is said sincerely.	①	②
29. A nice way of ending a conversation is to tell the person you enjoyed talking with him or her.	①	②
30. Sense of humor is an example of a non-physical attribute.	①	②
31. It's better to be polite and lead someone on, even if you don't want to go out with them.	①	②
32. Almost all people who are assertive are either rude or hostile.	①	②

Section C

Directions: Please fill in the circle to show how much you agree or disagree with each statement.

	Strongly Agree	Agree	Neither Agree Nor Disagree	Disagree	Strongly Disagree
1. Kids who drink alcohol are more grown-up.	①	②	③	④	⑤
2. Smoking cigarettes makes you look cool.	①	②	③	④	⑤
3. Kids who drink alcohol have more friends.	①	②	③	④	⑤
4. Kids who smoke have more friends.	①	②	③	④	⑤
5. Drinking alcohol makes you look cool.	①	②	③	④	⑤
6. Smoking cigarettes lets you have more fun.	①	②	③	④	⑤
7. Kids who smoke cigarettes are more grown-up.	①	②	③	④	⑤
8. Drinking alcohol lets you have more fun.	①	②	③	④	⑤

Section D

Directions: Please fill in the circle to show how much you agree or disagree with each statement.

	Strongly Agree	Agree	Neither Agree nor Disagree	Disagree	Strongly Disagree
I would say NO if someone tried to get me to:					
1. Smoke a cigarette.	①	②	③	④	⑤
2. Drink beer, wine, or liquor.	①	②	③	④	⑤
3. Smoke marijuana or hashish.	①	②	③	④	⑤
4. Use cocaine or other drugs.	①	②	③	④	⑤
5. Use a prescription drug that was prescribed for someone else.	①	②	③	④	⑤
6. Vape or smoke an e-cigarette.	①	②	③	④	⑤

	Strongly Agree	Agree	Neither Agree nor Disagree	Disagree	Strongly Disagree
I would:					
7. Tell someone if they gave me less change (money) than I was supposed to get back after paying for something.	①	②	③	④	⑤
8. Say "no" to someone who asks to borrow money from me.	①	②	③	④	⑤
9. Tell someone to go to the end of the line if they try to cut ahead of me.	①	②	③	④	⑤

	Strongly Agree	Agree	Neither Agree Nor Disagree	Disagree	Strongly Disagree
In order to cope with stress or anxiety, I would:					
10. Relax all the muscles in my body, starting with my feet and legs.	①	②	③	④	⑤
11. Breathe in slowly for a count of four, then hold my breath in for a count of four, and slowly exhale for a count of four	①	②	③	④	⑤

	Strongly Agree	Agree	Neither Agree Nor Disagree	Disagree	Strongly Disagree
In general:					
12. If I find that something is really difficult, I get frustrated and quit.	①	②	③	④	⑤
13. I stick to what I'm doing until I'm finished with it.	①	②	③	④	⑤

Thank you for completing this survey!

PEI Participant Survey

Your answers to the following questions will help us understand the diversity of who we are serving.
The information on this form is confidential

Date: _____

1. What is your age? _____ years

☐ Prefer not to answer

2. What is your primary language?

☐ American Sign Language ☐ Hebrew

☐ Arabic ☐ Hmong

☐ Armenian ☐ Ilocano

☐ Cambodian ☐ Italian

☐ Cantonese ☐ Japanese

☐ English ☐ Korean

☐ Farsi ☐ Lao

☐ French ☐ Mandarin

☐ Mien

☐ Polish

☐ Portuguese

☐ Russian

☐ Samoan

☐ Spanish

☐ Tagalog

☐ Thai

☐ Turkish

☐ Vietnamese

☐ Other Chinese Dialects

☐ Other Non-English

☐ Other Sign Language

☐ Other _____

☐ Prefer not to answer

3. What is your race/ethnicity? Please select all that apply.

☐ African/African American Black

☐ African American

☐ African (specify): _____

☐ Other African/Black (specify): _____

☐ Asian

☐ Cambodian

☐ Chinese

☐ Filipino

☐ Hmong

☐ Japanese

☐ Korean

☐ Laotian

☐ Mien

☐ Vietnamese

☐ Other Asian (specify): _____

☐ Pacific Islander

☐ Native Hawaiian

☐ Samoan

☐ Other Pacific Islander (specify): _____

☐ American Indian/Alaskan Native

☐ American Indian (specify): _____

☐ Hispanic/Latino

☐ Caribbean

☐ Central American

☐ Cuban

☐ Dominican

☐ Mexican/Mexican-American/Chicano

☐ Puerto Rican

☐ Salvadoran

☐ South American

☐ Other Hispanic/Latino (specify): _____

☐ White/Caucasian

☐ Chaldean

☐ Eastern European

☐ European

☐ Iraqi

☐ Middle Eastern

☐ Other White/Caucasian (specify): _____

☐ Other (specify): _____

☐ Prefer not to answer

4. What is your military status?

- ☐ Never served in the military
☐ Currently active duty
☐ Currently reserve duty or National Guard
☐ Previously served in the US military and received honorable or general discharge
☐ Previously served in the US military and received entry-level separation or other than honorable discharge
☐ Served in another country's military
☐ Other: _____
☐ Prefer not to answer

5. Do you have any disability? If yes, please select all that apply.

(disability is defined as a physical or mental impairment or medical condition lasting at least six months that substantially limits a major life activity, which is not the result of a severe mental illness.)

- ☐ No, I do not have any of these disabilities
☐ Difficulty seeing
☐ Difficulty hearing or having speech understood
☐ Other communication disability: _____
☐ Learning disability
☐ Developmental disability
☐ Dementia
☐ Other mental disability not related to mental illness: _____
☐ Physical/mobility disability
☐ Chronic health condition/chronic pain
☐ Other: _____
☐ Prefer not to answer

6. What is your gender identity? Select one that best describes you.

- ☐ Male
☐ Female
☐ Transgender male/trans man
☐ Transgender female/trans woman
☐ Genderqueer/gender non-conforming
☐ Questioning/unsure of gender identity
☐ Another gender identity: _____
☐ Prefer not to answer

7. What sex were you assigned on your original birth certificate?

- ☐ Male
☐ Female
☐ Other: _____
☐ Prefer not to answer

8. What is your sexual orientation? Select one that best describes you.

- ☐ Heterosexual or straight
☐ Gay or lesbian
☐ Bisexual/pansexual/sexually fluid
☐ Queer
☐ Questioning/unsure of sexual orientation
☐ Another sexual orientation: _____
☐ Prefer not to answer

FOR STAFF USE ONLY

Specific program type		Participant Cerner ID (if applicable): _____
<input type="checkbox"/> Children Access/Outreach	<input type="checkbox"/> Adult Access/Outreach	Primary Service Provider's Name: _____
<input type="checkbox"/> Triple P	<input type="checkbox"/> Stand Against Stigma	Date: _____
<input checked="" type="checkbox"/> Botvin LifeSkills	<input type="checkbox"/> ACEs Presentation	
<input type="checkbox"/> Early Onset	<input type="checkbox"/> QPR/Suicide Prevention	
	<input type="checkbox"/> Other	

Statistical Report: Dunamis Wellness Counseling Anderson Middle School		Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20
Number of New Referrals Received this Month											
Number of New Students seen this Month											
Number of new students seen in grade 6											
Number of new students seen in grade 7											
Number of new students seen in grade 8											
Total Number of Continuing Students											
Number of continuing students in grade 6											
Number of continuing students in grade 7											
Number of continuing students in grade 8											
Is There a Waitlist? (yes/no)											
Number of Counseling Sessions Provided											
Average length of session (minutes)											
Number of Crisis situations responded to											
Reasons for Student Counseling Needs											
Number of students presenting anxiety											
Number of students presenting depression											
Number of students presenting suicidal ideation											
Number of students presenting family dynamic concerns											
Number of students presenting trauma											
Number of students presenting addiction											
Number of No-Show or Cancellations											
Cancel by Student											
Cancel by Parent											
Cancel by School Staff											
Cancel by Counselor											
No-Show Student											
Number of Students Discharged/Closed											
Number of students closed in grade 6											
Number of students closed in grade 7											
Number of students closed in grade 8											
What is Working Well This month?											
What Challenges are you Experiencing?											
Other Outcomes or relevant Information?											
Report Completed By:											

Statistical Report: Dunamis Wellness: Counseling Anderson Middle School									
Number of New Referrals Received this Month									
Number of New Students seen this Month									
Number of new students seen in grade 6									
Number of new students seen in grade 7									
Number of new students seen in grade 8									
Total Number of Continuing Students									
Number of continuing students in grade 6									
Number of continuing students in grade 7									
Number of continuing students in grade 8									
Is There a Waitlist? (yes/no)									
Number of Counseling Sessions Provided									
Average length of session (minutes)									
Number of Crisis situations responded to									
Reasons for Student Counseling Needs									
Number of students presenting anxiety									
Number of students presenting depression									
Number of students presenting suicidal ideation									
Number of students presenting family dynamic concerns									
Number of students presenting trauma									
Number of students presenting addiction									
Number of No-Show or Cancellations									
Cancel by Student									
Cancel by Parent									
Cancel by School Staff									
Cancel by Counselor									
No-Show Student									
Number of Students Discharged/Closed									
Number of students closed in grade 6									
Number of students closed in grade 7									
Number of students closed in grade 8									
What is Working Well This month?									
What Challenges are you Experiencing?									
Other Outcomes or relevant information?									
Report Completed By:									

Statistical Report: Dunamis Wellness: Counseling Anderson Middle School		Jun-21	TOTAL
Number of New Referrals Received this Month			0
Number of New Students seen this Month			0
Number of new students seen in grade 6			0
Number of new students seen in grade 7			0
Number of new students seen in grade 8			0
Total Number of Continuing Students			0
Number of continuing students in grade 6			0
Number of continuing students in grade 7			0
Number of continuing students in grade 8			0
Is There a Waitlist? (yes/no)			0
Number of Counseling Sessions Provided			0
Average length of session (minutes)			0
Number of Crisis situations responded to			0
Reasons for Student Counseling Needs			0
Number of students presenting anxiety			0
Number of students presenting depression			0
Number of students presenting suicidal ideation			0
Number of students presenting family dynamic concerns			0
Number of students presenting trauma			0
Number of students presenting addiction			0
Number of No-Show or Cancellations			0
Cancel by Student			0
Cancel by Parent			0
Cancel by School Staff			0
Cancel by Counselor			0
No-Show Student			0
Number of Students Discharged/Closed			0
Number of students closed in grade 6			0
Number of students closed in grade 7			0
Number of students closed in grade 8			0
What is Working Well This month?			0
What Challenges are you Experiencing?			0
Other Outcomes or relevant Information?			0
Report Completed By:			0

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: October 22, 2019

CATEGORY: Consent - Health and Human Services-7.

SUBJECT:

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

DEPARTMENT: Housing and Community Action Programs

Supervisory District No. : All

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

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

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

RECOMMENDATION

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

SUMMARY

N/A

DISCUSSION

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

long-term solutions-based approaches to addressing the needs of low-income, for Del Norte County homeless residents (including unaccompanied youth up to 18-25 years of age). Key aspects of these services include interim housing assistance, housing acquisition assistance, housing stabilization assistance, and payments to avoid court-ordered eviction as well as offering limited services to ensure habitability of existing housing to avoid displacement.

ALTERNATIVES

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

OTHER AGENCY INVOLVEMENT

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

FISCAL IMPACT

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

ATTACHMENTS:

Description	Upload Date	Description
HEAP Del Norte County	10/10/2019	HEAP Del Norte County

SUBRECIPIENT AGREEMENT**Between****SHASTA COUNTY THROUGH ITS COMMUNITY ACTION AGENCY****and****DEL NORTE COUNTY THROUGH ITS DEPARTMENT OF HEALTH AND HUMAN SERVICES**

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

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

The maximum amount of this Agreement is: \$ 361,706.33

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

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

TOTAL NUMBER OF PAGES ATTACHED: 25 pages

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

SUBRECIPIENT DEL NORTE COUNTY HEALTH & HUMAN SERVICES	
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Subrecipient's Name:

DEL NORTE COUNTY HEALTH & HUMAN SERVICES



By (Authorized Signature)

10/08/19
Date Signed

Lori L. Cowan, Chair of Board of Supervisors
Printed Name and Title of Person Signing

880 Northeast Dr, Crescent City, CA 95531
Address

SHASTA COUNTY COMMUNITY ACTION AGENCY

By (Authorized Signature)

Date Signed

Printed Name and Title of Person Signing

Address

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

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

2. Purpose


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

3. Definitions

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

4. Scope of Work

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

Subrecipients' Initials 

**SUBRECIPIENT AGREEMENT
EXHIBIT A**

5. Agency Contract Coordinator

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

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


6. Subrecipients Contract Coordinator

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

Subrecipients' Authorized Representative Name:	Heather Snow Executive Director of Health and Human Services
Address:	880 Northcrest Dr. Crescent City, CA 95531
Phone:	707-464-3191
Email:	hsnow@co.del-norte.ca.us

7. Effective Date, Term of Agreement, and Deadlines

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

Subrecipients' Initials 

**SUBRECIPIENT AGREEMENT
EXHIBIT A**

8. Special Conditions

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

Subrecipients' Initials De

**SUBRECIPIENT AGREEMENT
EXHIBIT B**

Budget Detail and Payment Provisions

1. Budget Detail

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

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

A.	Capital Improvements:	\$ -0-
B.	Services: Other than Homeless Youth Set-Aside	\$ 17,592.33
C.	Rental Assistance or Subsidies:	\$ 311,952.00
D.	Homeless Youth Set-Aside:	\$ 32,162.00
TOTAL HEAP AWARD AMOUNT:		\$ 361,706.33

2. General Conditions Prior to Disbursement

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


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

3. Expenditure of Funds

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

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

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

Subrecipients' Initials 

**SUBRECIPIENT AGREEMENT
EXHIBIT B**

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

4. Disbursement of Funds

Within 30 days of the effective date of this Agreement, Subrecipient shall submit a valid and correct Request for Funds (Exhibit E) to SCCAA. The Request for Funds must include the proposed activities and amount of funds proposed for expenditure under each eligible use. HEAP funds will be disbursed promptly to the Subrecipient upon receipt, review and approval of a completed and correct Request for Funds by SCCAA. Once the Request for Funds has been received by SCCAA, SCCAA will disburse the HEAP funds to Subrecipient in a single allocation in the amount of \$361,706.33 (three hundred sixty one thousand, seven hundred six dollars and thirty three cents), which amount is one-hundred percent (100%) of the HEAP grant funds allocated and awarded to Subrecipient under the HEAP application submitted by SCCAA on behalf of Subrecipient. In no event shall the maximum amount disbursed to Subrecipient by SCCAA exceed \$361,706.33. Subrecipient shall ensure that HEAP funds are held in an interest-bearing account. All interest earned must be expended on awarded eligible activities.


5. Budget Changes

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

6. Ineligible Costs

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

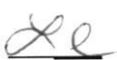
SCCAA reserves the right to request additional information and clarification to determine the reasonableness and eligibility of all costs or expenses to be paid or incurred by Subrecipient with funds made available by this Agreement. If the Subrecipient uses HEAP funds to pay for ineligible activities,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

Subrecipients' Initials 

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

7. Administrative Costs

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

Subrecipients' Initials 


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

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

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

2. Sufficiency of Funds and Termination

- A. If Subrecipient materially fails to perform Subrecipients' responsibilities under this Agreement to the satisfaction of SCCAA, or if Subrecipient fails to fulfill in a timely and professional manner Subrecipients' responsibilities under this Agreement, or if Subrecipient violates any of the terms or provisions of this Agreement, then SCCAA shall have the right to terminate this Agreement for cause effective immediately upon the SCCAA giving written notice thereof to Subrecipient. If termination for cause is given by SCCAA to Subrecipient and it is later determined that Subrecipient was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph B of this section.
- B. SCCAA may terminate this Agreement without cause on 30 days written notice to Subrecipient.

Subrecipients' Initials 

**SUBRECIPIENT AGREEMENT
EXHIBIT C**


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

3. Transfers

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

4. Subrecipients' Application for Funds


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

Subrecipients' Initials 

**SUBRECIPIENT AGREEMENT
EXHIBIT C**

5. Reporting/Audits

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


Subrecipients' Initials 

**SUBRECIPIENT AGREEMENT
EXHIBIT C**

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

6. Access to Records; Records Retention

- A. SCCAA, federal, and state officials shall have access to any books, documents, papers, and records of Subrecipient that are directly pertinent to the subject matter of this Agreement for the purpose of auditing or examining the activities of Subrecipient or SCCAA. This provision shall survive the termination, expiration, or cancellation of this Agreement.
- B. Subrecipient shall maintain appropriate records to insure a proper accounting of all funds and expenditures pertaining to the work performed or the services provided pursuant to this Agreement.
- C. Subrecipient agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate federal, state, or SCCAA audit directly related to the provisions of this Agreement. Subrecipient agrees to repay SCCAA the full amount of payment received for duplicate billings, erroneous billings, audit exceptions, or false or deceptive claims. Subrecipient agrees that SCCAA may withhold any money due and recover through any appropriate method any money erroneously paid under this Agreement if evidence exists of less than full compliance with this Agreement including, but not limited to, exercising a right of set-off against any compensation payable to Subrecipient.

Subrecipients' Initials 

**SUBRECIPIENT AGREEMENT
EXHIBIT C**

7. Retention and Inspection of Records

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

8. Breach and Remedies

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

Subrecipients' Initials SC

**SUBRECIPIENT AGREEMENT
EXHIBIT C**


- C. All remedies available to SCCAA are cumulative and not exclusive.
- D. SCCAA may give written notice to the Subrecipient to cure the breach or violation within a period of not less than 15 days of the written notice date.

9. Nonassignment of Agreement; Non Waiver

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

10. Compliance with Laws; Non-Discrimination

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

Subrecipients' Initials 

**SUBRECIPIENT AGREEMENT
EXHIBIT C**

11. Conflict of Interest


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

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

12. Drug-Free Workplace Certification

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

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

Subrecipients' Initials 

**SUBRECIPIENT AGREEMENT
EXHIBIT C**

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

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

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

Subrecipients' Initials



**SUBRECIPIENT AGREEMENT
EXHIBIT C**

14. Special Conditions – Contractors/Subrecipient

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

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

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

Subrecipients' Initials *xe*


**SUBRECIPIENT AGREEMENT
EXHIBIT C**

16. Inspections

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

17. Litigation

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

Subrecipients' Initials 


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

1. **Special Conditions.**

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

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

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

Subrecipients' Initials 


SUBRECIPIENT AGREEMENT
EXHIBIT E
SPECIAL TERMS AND CONDITIONS
SCCAA

1. Employment Status of Subrecipient

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

2. Indemnification

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

Subrecipients' Initials 

**SUBRECIPIENT AGREEMENT
EXHIBIT E**

3. Insurance Coverage

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

Subrecipients' Initials 

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

"Separation of Insureds.

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

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

Subrecipients' Initials XE

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

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

4. Notice of Claim; Applicable Law; Venue


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

5. Performance Standards

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

6. Notices

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

Subrecipients' Initials 

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

If to Subrecipient: Director
Del Norte County Department of
Health and Human Services
880 Northcrest Drive
Crescent City, CA 95531
Telephone (707) 464-3191

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

7. Agreement Preparation

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

8. Compliance with Political Reform Act

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

9. Property Taxes

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

Subrecipients' Initials xe


10. Severability

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

11. Scope and Ownership of Work

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

Signature Page Follows

Subrecipients' Initials 

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

SCCAA

Date: _____

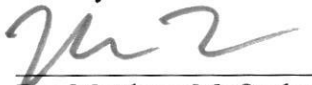
LEONARD MOTY, CHAIRMAN
Board of Supervisors
County of Shasta
State of California

ATTEST:

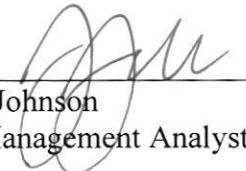
LAWRENCE G. LEES
Clerk of the Board of Supervisors

By: _____
Deputy

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

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

RISK MANAGEMENT APPROVAL


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


SUBRECIPIENT


Date: 10.8.19

By: 
LORI COWAN, CHAIRPERSON
Board of Supervisors
County of Del Norte
State of California

Tax I.D.#: 94-2254126

By: 
Heather Snow
Executive Director of Health and Human Services


Approved As To Form
Del Norte County Counsel

Subrecipients' Initials 

**SUBRECIPIENT AGREEMENT
EXHIBIT E**

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

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

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

Invoice Number:

Subrecipient: Contact Person: Heather Snow

Contact Person Title: Executive Director of Health and Human Services

E-Mail: hsnow@co.del-note.ca.us

Phone Number: 707-464-3258

HOMELESS EMERGENCY AID EXPENDITURES BREAKDOWN

This billing is for the period of _____ to _____.

BUDGET BREAKDOWN		REQUEST
Proposed	Approved	Draw Amount

Services (-Youth Set-Aside)	\$ 17,592.33	
Rental Assistance or Subsidies	\$ 311,952.00	
Capital Improvements	\$ -0-	
Homeless Youth Set-Aside	\$ 32,162.00	
Administrative Costs	\$ -0-	
Other: _____		
Other: _____		
TOTAL	\$ 361,706.33	

CERTIFICATION

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

	10/9/19
---	---------

Name of Authorized Person

Date

	10/9/19
---	---------

Signature of Authorized Person


Date

SCCAA Use Only

SCCAA Use Only	

SCCAA Authorizing Approval Signature

Date

Subrecipients' Initials 

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: October 22, 2019

CATEGORY: Consent - Public Works-8.

SUBJECT:

Jail Accessibility Design Agreement

DEPARTMENT: Public Works

Supervisory District No. : ALL

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

STAFF REPORT APPROVED BY: Pat Minturn, Public Works Director

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

RECOMMENDATION

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

SUMMARY

Accessibility improvements are proposed at the Jail.

DISCUSSION

In 1984, the Jail was constructed to applicable standards. Subsequent regulations have elevated accessibility requirements. In 2013, a class-action suit was filed which sought to require that the jail comply with the American with Disabilities Act (ADA). A settlement was reached wherein the County agreed to, among other things, make certain physical improvements to meet accessibility requirements. Schematic designs have been prepared to comply with the terms of the settlement and the ADA. Final design, bidding and construction shall proceed expeditiously. A proposed agreement for architectural services has been negotiated with Nichols-Melburg & Rossetto, AIA & Associates, Inc. (NMR). They are familiar with the Jail, understand the work and are prepared to proceed.

ALTERNATIVES

The Board may decline to enter into the proposed agreement. The Board may direct staff to renegotiate with NMR or issue a Request for Proposals (RFP). Design and construction will be deferred in the interim.

OTHER AGENCY INVOLVEMENT

The Sheriff's Office has been involved throughout the process. County Counsel has provided counsel throughout the litigation

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

FISCAL IMPACT

The total cost of the project is estimated to be \$3,000,000 to \$5,000,000 depending upon the final scope of improvements. Adequate appropriations for the proposed agreement are budgeted in the Adopted FY 2019/20 Jail budget.

ATTACHMENTS:

Description	Upload Date	Description
NMR Agreement	10/10/2019	NMR Agreement

No Withholding

**PERSONAL SERVICES AGREEMENT
BETWEEN THE COUNTY OF SHASTA AND
NICHOLS-MELBURG & ROSSETTO, AIA & ASSOCIATES, INC.**

This agreement is entered into between the County of Shasta, through its Department of Public Works, a political subdivision of the State of California ("County") and Nichols-Melburg & Rossetto, AIA & Associates, Inc. ("Consultant") for the purpose of providing architectural, engineering and estimating services for accessibility improvements to the Shasta County Justice Center at 1655 West Street, Redding, California (collectively, the "Parties" and individually a "Party").

Section 1. RESPONSIBILITIES OF CONSULTANT.

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

- A. Review and become familiar with the Class Action Settlement Agreement and Release of Claims (Case No. 2:13-cv-0882 MCE AC (PC)) approved by the Court on August 6, 2018 (the Settlement Agreement) and the February 25, 2019, Final Report – Shasta County Sheriff's Office Shasta County Jail ADA Mobility Assessment by Sabot Consulting.
- B. Complete design and construction documents including, but not limited to, all plans, design drawings, and specifications to make accessibility improvements to the Shasta County Justice Center in compliance with the Americans with Disabilities Act, California Code of Regulations Titles 15 and 24 Standards, and other applicable federal, state and local laws, regulations and industry standards with particular attention to those referred to by the California Board of Communities Corrections and the Prison Rape Elimination Act in relation to the Shasta County Justice Center (the "Design and Construction Documents").
- C. In performing the services specified in this section, Consultant's services shall meet the following objectives:
 - 1. Maximize the available inmate capacity existing in the Jail following the modifications contemplated by this Agreement to the extent reasonably possible.
 - 2. Provide a minimum of six accessible inmate beds in housing units for male inmates classified as general population.
 - 3. Provide a minimum of three accessible inmate beds in housing units for female inmates classified as general population.
 - 4. Provide a minimum of eleven additional accessible beds in housing units for inmates not classified as general population. The minimum of eleven additional beds shall be designed and located in a manner to provide the Jail the flexibility

- to maximize the availability of accessible beds while meeting applicable classification requirements.
5. Ensure an accessible path of travel to each accessible modification that is part of this scope of work.
 6. The construction costs shall be minimized to the extent reasonably possible while meeting the other objectives stated in this agreement.
- D. The Parties understand that the services contemplated by this agreement are subject to approval by the California Board of Communities Corrections and must comply with the terms of the Settlement Agreement. In addition, the Parties agree that Construction and Design Documents are for construction of modifications to an existing facility with unique characteristics and operational needs. As a result, preparation of the Construction and Design Documents are not amenable to specific design parameters at the time of the execution of this agreement but shall be prepared in a manner that meets the stated objectives in this agreement.
- E. Upon acceptance of layouts by the County, and approval by the appropriate governing and judicial entities; prepare a cost estimate to complete the modifications reflecting the current construction and bid prices in the Shasta County market.
- F. Cooperate with the review process contained Section III.12.2 of the Settlement Agreement.
- G. Upon acceptance of layouts and estimates by the County, and approval by the appropriate governing and judicial entities; prepare bidding documents in conjunction with the County's preferences for phasing the work, general provisions and bidding documents; assist the County with responses to Requests for Information, a pre-bid walk-through of the Jail and evaluation of bids for selection of the lowest responsive, responsible bidder.
- H. Provide construction services including, but not limited to, attendance and participation in the Pre-Construction Meeting, submittal review, evaluation of requests for information, evaluation of requests for material substitution and notices of potential claim. Provide County access to Consultant's computerized submittal/project management system(s). Provide periodic review of contractor's work and workmanship for compliance with the plans and specifications. Provide review and approval of contractor's requests for payments.
- I. The deliverables by Consultant shall include: 1) Schematic Design; 2) Construction Documents; 3) Bid and Award services; and 5) Construction services. Consultant shall complete the deliverables described in the previous sentence as follows: A) five (5) months from commencement of this agreement for the Design Phase; B) two (2) months from completion of the Design Phase for the Bid and Award Phase;

C) five (5) months from completion of the Bid and Award phase for review by Shasta County, California Board of Communities Corrections, and the Parties to the Settlement Agreement; and D) twenty (20) months from completion of the Bid and Award phase for the Construction Phase.

- J. As required by Government Code section 7550, each document or report prepared by Consultant for or under the direction of County pursuant to this agreement shall contain the numbers and dollar amount of the agreement and all subcontracts under the agreement relating to the preparation of the document or written report. If multiple documents or written reports are the subject of the agreement or subcontracts, the disclosure section may also contain a statement indicating that the total agreement amount represents compensation for multiple documents or written reports. Consultant shall label the bottom of the last page of the document or report as follows: department name, agreement number, and dollar amount. If more than one document or report is produced under this agreement, Consultant shall add: "This [document or report] is one of [number] produced under this agreement."

Section 2. RESPONSIBILITIES OF COUNTY.

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

Section 3. COMPENSATION.

- A. Consultant shall be paid for the services described in section 1 of this agreement as follows: 1) \$56,500 for Schematic Design; 2) \$162,000 for Construction and Design Documents; 3) \$7,000 for Bid and Award services; and 5) \$42,000 for Construction services.
- B. Consultant shall be compensated for extra work or changes in the work shall be performed either on an hourly rate basis or on a negotiated fixed fee basis. The compensation for extra work shall be negotiated using the rates specified in Exhibit A, attached and incorporated herein. These rates shall be used as information to assist in arriving at a negotiated fee for extra work.
- C. Consultant shall be paid via electronic invoice payment; automated clearing house (ACH), County credit card, or Commerce Bank virtual card. ACH payments require submission of the completed Auditor-Controller ACH/Direct Deposit authorization form with first claim for payment.
- D. Consultant's violation or breach of agreement terms may result in fiscal penalties, withholding of compensation, or termination of agreement.

Section 4. BILLING AND PAYMENT.

- A. Consultant shall submit to Shasta County Department of Public Works within five days after completion of the respective services (Schematic Design; 2) Construction Documents; 3) Bid and Award; 5) Construction services, an itemized statement or invoice of services rendered. County shall make payment within 30 days of receipt of Consultant's correct and approved statement or invoice.
- B. Neither County's review, approval of, nor payment for any services required under this agreement shall be construed as a waiver of any rights under this agreement, and Consultant shall be and remain liable to County in accordance with applicable law for all damages to County caused by Consultant's failure to perform any of the services required under this agreement.

Section 5. TERM OF AGREEMENT.

- A. The term of this agreement shall commence on the last date it has been signed by both parties and shall end the earlier of July 31, 2022 or the date of the Notice of Completion for the construction of the modifications provided for in this agreement.
- B. Notwithstanding the foregoing, County shall not be obligated for payments hereunder for any future County fiscal year unless or until County's Board of Supervisors appropriates funds for this agreement in County's budget for that County fiscal year. In the event that funds are not appropriated for this agreement, then this agreement shall end as of June 30 of the last County fiscal year for which funds for this agreement were appropriated. For the purposes of this agreement, the County fiscal year commences on July 1 and ends on June 30 of the following year. County shall notify Consultant in writing of such non-appropriation at the earliest possible date.

Section 6. TERMINATION OF AGREEMENT.

- A. If Consultant materially fails to perform Consultant's responsibilities under this agreement to the satisfaction of County, or if Consultant fails to fulfill in a timely and professional manner Consultant's responsibilities under this agreement, or if Consultant violates any of the terms or provisions of this agreement, then County shall have the right to terminate this agreement for cause effective immediately upon the County giving written notice thereof to Consultant. If termination for cause is given by County to Consultant and it is later determined that Consultant was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph B of this section.
- B. County may terminate this agreement without cause on 30 days written notice to Consultant.

- C. County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased during the term of this agreement.
- D. County's right to terminate this agreement may be exercised by the Shasta County Board of Supervisors, the Shasta County Executive Officer or his or her designee or the County's Public Works Director.
- E. Should this agreement be terminated, Consultant shall promptly provide to County any and all finished and unfinished reports, data, studies, photographs, charts, and other documents prepared by Consultant pursuant to this agreement.
- F. If this agreement is terminated, Consultant shall only be paid for services satisfactorily completed and provided prior to the effective date of termination.

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

- A. This agreement supersedes all previous agreements relating to the subject of this agreement and constitutes the entire understanding of the Parties hereto. Consultant shall be entitled to no other benefits other than those specified herein. Consultant specifically acknowledges that in entering into and executing this agreement, Consultant relies solely upon the provisions contained in this agreement and no others.
- B. No changes, amendments, or alterations to this agreement shall be effective unless in writing and signed by both Parties. However, minor amendments, including retroactive, that do not result in a substantial or functional change to the original intent of this agreement or do not cause an increase to the maximum amount payable pursuant to this agreement in excess of \$26,750 may be agreed to in writing between Consultant and Public Works Director, provided that the amendment is in substantially the same format as the County's standard format amendment contained in the Shasta County Contracts Manual (Administrative Policy 6-101).
- C. The headings that appear in this agreement are for reference purposes only and shall not affect the meaning or construction of this agreement.
- D. If any ambiguity, inconsistency, or conflict exists or arises between the provisions of this agreement and the provisions of any of this agreement's exhibits or appendices, the provisions of this agreement shall govern.

Section 8. NONASSIGNMENT OF AGREEMENT; NON-WAIVER.

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

Section 9. EMPLOYMENT STATUS OF CONSULTANT.

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

Section 10. INDEMNIFICATION.

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

- B. For professional services provided under this agreement, Consultant shall indemnify, defend, and hold harmless County, its elected officials, officers, employees, agents, and volunteers from and against any and all claims, demands, actions, losses, liabilities, damage, and costs, including reasonable attorneys' fees, arising out of or resulting from the negligent performance of the professional services provided under this agreement. Consultant shall also, at Consultant's own expense, defend the County against any suit or action brought against County founded upon any claim, action or proceeding which is based upon the work or the provision of services undertaken pursuant to this agreement. Furthermore, the duty of Consultant includes the duty of defense, inclusive of that set forth in the California Civil Code section 2778, and is subject to any limit provided for in Civil Code section 2782.8(a) of the cost to defend charged to the Consultant. The words "professional services" shall be interpreted as defined in Civil Code section 2782.8, as it may be amended from time to time. The provisions of this paragraph are intended to be interpreted as broadly as permitted by applicable law.

Section 11. INSURANCE COVERAGE.

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

- D. Consultant shall require subcontractors to furnish satisfactory proof to County that liability and workers' compensation and other required types of insurance have been obtained and are maintained similar to that required of Consultant pursuant to this agreement.
- E. With regard to all insurance coverage required by this agreement:
- (1) Any deductible or self-insured retention exceeding \$25,000 for Consultant or subcontractor shall be disclosed to and be subject to approval by the County Risk Manager prior to the effective date of this agreement.
 - (2) If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, Consultant or subcontractor shall maintain such insurance coverage with an effective date earlier or equal to the effective date of this agreement and continue coverage for a period of three years after the expiration of this agreement and any extensions thereof. In lieu of maintaining post-agreement expiration coverage as specified above, Consultant or subcontractor may satisfy this provision by purchasing tail coverage for the claims-made policy. Such tail coverage shall, at a minimum, provide the insurance coverage required hereunder for claims received and reported three years after the expiration date of this agreement.
 - (3) All insurance (except workers' compensation and professional liability) shall include an endorsement or an amendment to the policy of insurance which names *County, its elected officials, officers, employees, agents, and volunteers as additional insureds*. In the event that coverage is reduced or canceled a notice of said reduction or cancellation shall be provided to County within 24 hours. Any available insurance proceeds in excess of the specified minimum limits and coverage pursuant to the terms of this agreement shall be applicable to the Additional Insured. The additional insureds coverage shall be equal to Insurance Service Office endorsement CG 20 10 for on-going operations, and CG 20 37 for completed operations.
 - (4) Each insurance policy (except for workers' compensation and professional liability policies), or an endorsement thereto, shall contain a "separation of insureds" clause which shall read:

"Separation of Insureds.

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

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each suit insured against whom a claim is made or suit is brought."

- (5) Consultant shall provide County with an endorsement or amendment to Consultant's policy of insurance as evidence of insurance protection before the effective date of this agreement.
- (6) The insurance coverage required herein shall be in effect at all times during the term of this agreement. In the event any insurance coverage expires at any time during the term of this agreement, Consultant shall provide County, at least 20 days prior to said expiration date, a new endorsement or policy amendment evidencing insurance coverage as provided for herein for not less than the remainder of the term of this agreement or for a period of not less than one year. In the event Consultant fails to keep in effect at all times insurance coverage as herein provided and a renewal endorsement or policy amendment is not provided within 10 days of the expiration of the endorsement or policy amendment in effect at inception of this agreement, County may, in addition to any other remedies it may have, terminate this agreement upon the occurrence of such event.
- (7) If the endorsement or amendment does not reflect the limits of liability provided by the policy of insurance, Consultant shall provide County a certificate of insurance reflecting those limits.
- (8) Any of Consultant's Excess Insurance shall contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of County.

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

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

Section 13. COMPLIANCE WITH LAWS; NON-DISCRIMINATION.

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

Section 14. ACCESS TO RECORDS; RECORDS RETENTION.

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

- C. Consultant agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate federal, state, or County audit directly related to the provisions of this agreement. Consultant agrees to repay County the full amount of payment received for duplicate billings, erroneous billings, audit exceptions, or false or deceptive claims. Consultant agrees that County may withhold any money due and recover through any appropriate method any money erroneously paid under this agreement if evidence exists of less than full compliance with this agreement including, but not limited to, exercising a right of set-off against any compensation payable to Consultant.

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

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

Section 16. LICENSES AND PERMITS.

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

Section 17. PERFORMANCE STANDARDS.

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

Section 18. CONFLICTS OF INTEREST.

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

Section 19. NOTICES.

- A. Except as provided in section 6.C. of this agreement (oral notice of termination due to insufficient funding), any notices required or permitted pursuant to the terms and provisions of this agreement shall be given to the appropriate Party at the address specified below or at such other address as the Party shall specify in writing Such

notice shall be deemed given: (1) upon personal delivery; or (2) if sent by first class mail, postage prepaid, two days after the date of mailing.

If to County: Shasta County Department of Public Works
1855 Placer Street
Redding, CA 96001
(530) 225-5661; Fax (530) 225-5667

If to Consultant: Kyle Matti
Nichols-Melburg & Rossetto,
AIA & Associates, Inc.
300 Knollcrest Drive
Redding, CA 96002
(530) 222-3300; Fax (530) 222-3538

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

Section 20. AGREEMENT PREPARATION.

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

Section 21. COMPLIANCE WITH POLITICAL REFORM ACT.

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

Section 22. PROPERTY TAXES.

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

Section 23. SEVERABILITY.

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

Section 24. COUNTY'S RIGHT OF SETOFF.

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

Section 25. CONFIDENTIALITY.

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

Section 26. SCOPE AND OWNERSHIP OF WORK.

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

Section 26. 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: _____

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

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By: _____
Deputy

Approved as to form:

RUBIN E. CRUSE, JR
County Counsel

RISK MANAGEMENT APPROVAL

By: _____
David M. Yorton, Jr.
Senior Deputy County Counsel
Assistant

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

CONSULTANT

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

By: _____
Print Name: Kyle Matti
Title: Secretary
Date: 10/9/19

By: _____
Print Name: Wes Melburg
Title: President
Date: 10/9/19

Tax I.D. #: 68-0009012

EXHIBIT A

Hourly Rate & Reimbursable Rate Schedule
(Effective January 1, 2017)

**NICHOLS
MELBURG
ROSSETTO**
ARCHITECTS + ENGINEERS

Principal Architect / Structural Engineer	\$235.00/hour
Associate Principal Architect / Engineer	\$192.00/hour
Senior Associate Architect / Engineer	\$180.00/hour
Associate Architect / Engineer	\$172.00/hour
Structural Engineer	\$168.00/hour
Architect, CASp	\$158.00/hour
Senior Project Architect / Engineer	\$150.00/hour
Project Architect / Engineer / Manager	\$145.00/hour
Architect	\$139.00/hour
Medical Planner	\$133.00/hour
Interior Designer	\$127.00/hour
Project Technician I	\$122.00/hour
Project Technician II	\$116.00/hour
Project Technician III	\$110.00/hour
Administrative Analyst	\$80.00/hour
Technical Assistant	\$69.00/hour
Administrative	\$58.00/hour

REIMBURSABLE EXPENSE RATES:IN-HOUSE REPROGRAPHICS

Prints	12x24, 15x21, 18x24	\$1.75/each
Prints	24x36	\$2.50/each
Prints	30x42	\$3.50/each
Copies	8-1/2x11	\$.10/each
Copies	8-1/2x14	\$.15/each
Copies	11x17	\$.20/each
Color Copies	8-1/2x11	\$.50/each
Color Copies	11x17	\$.75/each
Plots	24x36 Bond	\$4.00/each
Plots	30x42 Bond	\$5.00/each
Color Plots	15x24 Bond	\$12.50/each
Color Plots	24x36 Bond	\$20.00/each
Color Plots	30x42 Bond	\$25.00/each
Presentation Board Materials		\$50.00/each
Scanning	12x24, 15x21, 18x24	\$.55/page
Scanning	24x36	\$1.15/page
Scanning	30x42	\$1.65/page
Scanning	36x48	\$2.15/page

Printing by outside source..... Actual Expense + 10%

Alliance Project Management System:

Server and Database use during Design \$50.00 per month

Server and Database use during Construction \$100.00 per month

TRAVEL EXPENSES

Mileage Current IRS allowed amount

Other Travel Related Expenses Actual Expense + 10%

AGENCY FEES

Approval and Plan Check Fees Actual Expense + 10%

CONSULTANTS

Consultant Billings Actual Expense + 10%

Consultant Reimbursable Expenses Actual Expense + 10%

OTHER PROJECT RELATED ITEMS Actual Expense + 10%

Note: Hourly rates & expenses will be updated on an annual basis throughout the duration of the project and services will be billed at the hourly rates in place at the time service is provided.

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: October 22, 2019

CATEGORY: Consent - Public Works-9.

SUBJECT:

Septage Pond Cleanout Project – 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

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

RECOMMENDATION

Approve and authorize the Public Works Director to sign a Notice of Completion for the “2019 Redding Regional Septage Impoundment 1A Cleanout Project,” Contract No. 207527, and record it within 15 days of actual completion of the work.

SUMMARY

The annual septage pond cleanout project is complete.

DISCUSSION

The Redding Regional Septage Ponds receive waste pumped out of local septic tanks. Solids gradually accumulate in the primary ponds. On May 7, 2019, Santoro Custom Excavating and Landscaping was awarded the contract for the Redding Regional Septage Impoundment 1A Cleanout Project. The project entailed drying and hauling residual solids to Anderson Landfill. The work is complete.

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

This recommendation has been reviewed by the County Administrative Office.

FISCAL IMPACT

The total cost of this project is estimated to be \$276,000. Adequate funds have been included in the Adopted FY 2019/20 Solid Waste budget. Pond operations are funded through septage hauler fees.

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: October 22, 2019

CATEGORY: Consent - Public Works-10.

SUBJECT:

Solid Waste Budget 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?
4/5 Vote	No General Fund Impact

RECOMMENDATION

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

SUMMARY

A budget amendment is proposed for expenses which were anticipated in Fiscal Year (FY) 2018-19 but incurred in FY 2019-20.

DISCUSSION

In September 2018, the Board awarded the construction contract for the West Central Landfill Gas Collection and Control System Expansion project. The total estimated project cost was \$325,000 and sufficient appropriations were included in the FY 2018-19 Solid Waste budget for this purpose. Project completion was anticipated in that fiscal year so project-related appropriations were not included in the FY 2019-20 budget. Excess moisture was encountered during construction and the work was suspended until summer. Work resumed and was completed in FY 2019-20. The total project cost is estimated to be \$316,000 which is within the original cost estimate and budgeted amount for the project.

ALTERNATIVES

The Board may decline to approve the budget amendment. Project expenditures will not be capitalized.

OTHER AGENCY INVOLVEMENT

The recommendation has been reviewed by the County Administrative Office.

FISCAL IMPACT

The original cost estimate was \$325,000 and sufficient appropriations were included in the FY 2018-19 Solid Waste budget. Only \$56,000 of this amount was expended in FY 2018-19. The total cost of this project is estimated to be \$316,000. A budget amendment is recommended to increase appropriations for project expenditures by \$260,000 in the FY 2019-20 Solid Waste budget. Solid waster operations are funded through landfill fees.

ATTACHMENTS:

Description	Upload Date	Description
Solid Waste Budget Amendment Memo	10/14/2019	Solid Waste Budget Amendment Memo

**COUNTY
OF
SHASTA**

DEPARTMENT OF PUBLIC WORKS

Pat Minturn, Director

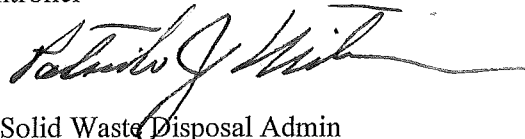
MEMORANDUM

DATE October 10, 2019

FAF 020004

TO Brian Muir, Auditor-Controller

FROM Pat Minturn, Director



SUBJECT Budget Amendment for Solid Waste Disposal Admin

A budget amendment is requested in Solid Waste Disposal Admin Budget Unit 00207. The purpose of this budget amendment is to increase appropriations by \$260,000.

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 October 22, 2019. Thank you for your assistance in this matter.

PJM/kdc

Attachment

email: Jenn Duval, CAO Administrative Analyst

County of Shasta

Budget Amendment**Solid Waste Disposal Admin**

DEPARTMENT NAME

APPROPRIATIONS

INCREASE <DECREASE>

COST CENTER	ACCOUNT	ACCOUNT DESCRIPTION	BUDGET READS	BUDGET SHOULD READ	AMOUNT OF TRANSFER (+/-)
00207	061078	WCL Gas Collection System Expansion	0	260,000	260,000
					-
					-
					-
TOTAL					260,000

REVENUE

INCREASE <DECREASE>

COST CENTER	ACCOUNT	ACCOUNT DESCRIPTION	BUDGET READS	BUDGET SHOULD READ	AMOUNT OF TRANSFER (+/-)
					-
					-
					-
					-
					-
TOTAL					-

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: October 22, 2019

CATEGORY: Consent - Public Works-11.

SUBJECT:

WCL 2019 Slope Liner System – 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

Vote Required?	General Fund Impact?
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 2019 Slope Liner System,” Contract No. 207534, and record it within 15 days of actual completion of the work.

SUMMARY

The slope liner system repair at West Central Landfill is nearly complete.

DISCUSSION

West Central Landfill is owned by the County and operated by the City of Redding. On June 11, 2019, DLB, Inc. was awarded the West Central Landfill 2019 Slope Liner System project. A temporary slope liner was installed to reduce storm water infiltration into active Unit 4A. Repairs were made to a slope anchorage system and two HDPE landfill liners. The work is nearly complete.

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

This recommendation has been reviewed by the County Administrative Office.

FISCAL IMPACT

The total cost of this project is estimated to be \$370,000. Landfill expenditures are fee supported. Adequate budgeted appropriations are included in the Adopted FY 2019/20 Solid Waste budget.

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: October 22, 2019

CATEGORY: Regular - General Government-2.

SUBJECT:

N/A

DEPARTMENT: Administrative Office

Supervisory District No. : ALL

DEPARTMENT CONTACT: Larry Lees, County Executive Officer (530) 225-5550

STAFF REPORT APPROVED BY: Larry Lees, County Executive Officer

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

RECOMMENDATION

(1) Receive a legislative update and consider action on specific legislation related to Shasta County’s legislative platform; (2) approve and authorize the Chairman to sign a letter to the California Public Utilities Commission regarding Public Safety Power Shutoffs; and (3) receive Supervisors’ reports on countywide issues.

SUMMARY

N/A

DISCUSSION

N/A

ALTERNATIVES

N/A

OTHER AGENCY INVOLVEMENT

N/A

FISCAL IMPACT

N/A

ATTACHMENTS:

Description

Upload Date

Description

Letter

10/17/2019

Letter

BOARD OF SUPERVISORS

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

JOE CHIMENTI, DISTRICT 1
LEONARD MOTY, DISTRICT 2
MARY RICKERT, DISTRICT 3
STEVE MORGAN, DISTRICT 4
LES BAUGH, DISTRICT 5

October 22, 2019

President, Marybel Batjer
California Public Utilities Commission
505 Van Ness, Ave.
San Francisco, CA

RE: Public Safety Power Shutoff October 2019

Dear President Batjer:

The week of October 7, 2019 the State of California experienced a major Public Safety Power Shut-off (PSPS). The action taken by Pacific Gas and Electric Company (PG&E) to shut off power to entire communities affected people's lives and businesses. The overall economic losses for individuals, schools, businesses, etc. are immeasurable. Many businesses in the County of Shasta will never be able to recoup the losses experienced during the PSPS.

In a letter written by California Public Utilities Commission (CPUC) President, Marybel Batjer to PG&E Chief Executive Officer, William Johnson directs PG&E to conduct an after-action review in conjunction with corrective actions outlined in the letter. The County of Shasta appreciates the immediate action taken by the CPUC. Timely action and corrections are necessary to ensure these drastic measures do not occur again.

We request future updates to be passed along as they become available.

Sincerely,

Leonard Moty, Chairman
Board of Supervisors
County of Shasta

Cc: Rural Counties Representatives of California
California State Association of Counties

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: October 22, 2019

CATEGORY: Regular - General Government-3.

SUBJECT:

Resolution which amends the Shasta County Personnel Rules, Chapter 20, *Travel and Other Expenses – County Charges* and Salary Resolution which amends the Shasta County Salary Schedule, Classification Specifications, and Position Allocation list for October Personnel Amendments.

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 amends the Shasta County Personnel Rules, Chapter 20, *Travel and Other Expenses – County Charges*; and (2) adopt a salary resolution, effective October 27, 2019, which amends the Shasta County Salary Schedule, Classification Specifications, and Position Allocation List.

SUMMARY

N/A

DISCUSSION

It is appropriate from time to time to update the Shasta County Personnel Rules in order to clarify language, update sections so they are compliant with state and federal laws, and/or to ensure they correctly reflect business practices that have evolved over time. Chapter 20, *Travel and Other Expenses – County Charges*, has been revised to the Director of Support Services, or his/her designee, to approve relocation reimbursement expenses for professional recruitments when, because of the nature of the position or because of a particularly difficult recruitment, it is beneficial for the County to pay for the candidate's relocation expenses.

The proposed recommendations are modifications to the Shasta County Salary Schedule, Classification Specifications, and Position Allocation List. The modifications included in the October Personnel Amendments are items that require attention and will assist County departments in maintaining their current budget and complying with the Personnel Rules, as well as forecasting for the upcoming fiscal year. The departments' current business operational needs require the recommended position allocation changes and classification specification changes. The October Personnel Amendments eliminates the requirement for each department to prepare and present a separate board report. The proposed recommendation is to adopt a Salary Resolution which includes a modification to the Shasta County Salary Schedule increasing the salary range for the County Executive Officer, effective December 29, 2019. Also included is the recommendation to adopt a Salary Resolution,

effective October 27, 2019, which: (1) Amends the County Class Specifications and Salary Schedule as follows: (a) delete Fleet Management Supervisor; (b) delete Housing Programs Specialist; (c) add Assistant Housing Program Specialist; (d) add Auditor-Accountant Associate I/II; (e) add Auditor-Accountant Associate-Confidential I/II (f) add Auditor-Accountant Senior; (g) add Auditor-Accountant Senior-Confidential; (h) add Auditor-Accountant Supervisor; (i) add Auditor-Accountant Technician I/II; (j) add Clerk/Elections Specialist III; (k) add County Information Security Officer; (l) add Hazardous Materials Specialist I/II/III; (m) add Housing Program Specialist I/II/III; (n) add IT O365 Administrator; (o) increase the salary range for Public Health Nurse I/II/III, Staff Nurse I/II, and Supervising Staff Nurse; (p) amend footnote 47: An employee in the classification of Chief Deputy Auditor, Assistant Auditor-Controller, Auditor-Accountant Supervisor, Auditor-Accountant Senior, Auditor-Accountant Senior-Confidential, Auditor-Accountant Associate II, or Auditor-Accountant Associate II-Confidential who possesses a valid Certified Public Accountant (CPA), Certified Public Finance Officers (CPFO), or Certified Government Investment Professional (CGIP) certification shall receive an additional five percent (5%) of base pay; (q) amend footnote 66: An employee in the classification of Auditor-Accountant Technician I shall receive an additional five percent (5%) of base salary when designated by the Auditor-Controller to serve as the lead worker in the Accounts Payable/Receivable area of the Systems and Accounting unit; (r) delete footnote 76: An employee in the classification of Staff Nurse I/II shall receive an additional five percent (5%) of base pay when assigned to a unit performing utilization review activities/duties; (s) delete footnote 77: An employee in the classification of Staff Nurse I/II who performs the emergency room assignment shall receive an additional five percent (5%) of base pay for those hours worked in the emergency department assignment; (t) add footnote 80: An employee in the classification of Hazardous Materials Specialist I/II/III who possesses a valid registration as an Environmental Health Specialist with the California Department of Public Health shall receive an additional five percent (5%) of base salary; and (u) add footnote 81: An employee in the classification of Eligibility Supervisor who is designated by the HHSA Director or HHSA Branch Director to be the on-site supervisor in the Burney, Shasta Lake, Anderson, or Enterprise offices when no manager is housed or near the site, shall receive five percent (5%) above base pay; (2) Amends the County Position allocation list as follows: (a) from 4.0 FTE Accounting Assistant to 4.0 FTE Auditor-Accountant Technician I, from 2.0 FTE Accounting Technician to 2.0 FTE Auditor-Accountant Technician II, from 4.0 FTE Accountant Auditor I/II to 4.0 FTE Auditor-Accountant Associate I/II, from 3.0 FTE Accounting Technician/Accountant Auditor I/II to 3.0 FTE Auditor-Accountant Technician I/II/Auditor-Accountant Associate I/II, from 1.0 FTE Accountant Auditor-Confidential I/II/III to 1.0 FTE Auditor-Accountant Associate-Confidential I/II/Auditor-Accountant Senior-Confidential, from 2.0 FTE Accountant Auditor III to 2.0 FTE Auditor-Accountant Senior, from 1.0 FTE Supervising Accountant to 1.0 FTE Auditor-Accountant Supervisor, from 1.0 FTE Managing Accountant Auditor to 1.0 FTE Chief Deputy Auditor, delete 1.0 FTE Accountant Auditor I/II, and add 1.0 FTE Auditor-Accountant Associate I/II in the Auditor-Controller budget; (b) add 1.0 FTE Lead Personnel Assistant-Confidential in the County Administrative Office – Personnel budget; (c) delete 1.0 FTE Community Organizer in the Community Action Agency budget; (d) from 1.0 Clerk/Elections Specialist I/II to 1.0 FTE Clerk/Elections Specialist I/II/III in the County Clerk budget; (e) From 1.0 FTE Legal Process Clerk I/II (Sunsets 9/30/19) to 1.0 FTE Legal Process Clerk (Sunsets 3/31/20), from 1.0 FTE Senior Victim Advocate to 1.0 FTE Victim Coordinator, from 2.0 FTE Victim Advocate I/II to 2.0 FTE Senior Victim Advocate, from 1.0 FTE Victim Advocate I/II (Sunsets 9/30/19) to 1.0 FTE Victim Advocate I/II (Sunsets 3/31/20), delete 1.0 FTE Victim Advocate I/II (Sunsets 9/30/19), add 1.0 FTE Victim Advocate I/II (Sunsets 3/31/20) in the District Attorney – Victim Witness budget; (f) from 3.0 FTE Clerk/Elections Specialist I/II to 3.0 FTE Clerk/Elections Specialist I/II/III in the Election Administration and Registration budget; (g) delete 1.0 FTE Office Assistant III in the Health Services – HHSA budget; (h) from 1.0 FTE Assistant Social Worker/Social Worker to 1.0 FTE Assistant Social Worker/Social Worker/Senior Social Worker in the Health Services – MHSA budget; (i) delete 1.0 FTE IT Infrastructure Support Engineer I/II, delete 1.0 FTE IT Programmer Analyst I/II/III, add 1.0 FTE County Information Security Officer, add 1.0 FTE IT Application Support Analyst, add 1.0 FTE IT O365 Administrator, add 1.0 FTE IT Supervisor in the Information Technology budget; (j) delete 1.0 FTE Staff Services Analyst I/II and add 2.0 FTE Office Assistant III in the Mental Health budget; (k) from 1.0 FTE Clerk III to 1.0 FTE Assistant Housing Program Specialist, from 3.0 FTE Housing Programs Specialist to 3.0 FTE Housing Programs Specialist I/II in the PHA Housing Assistance budget; (l) delete 2.0 FTE Supervising Public Health Nurse, add 1.0 FTE Community Health Advocate, add 1.0 FTE Disease Investigation Specialist I/II, add 1.0 FTE Public Health Nurse I/II, add 1.0 FTE Staff Services Analyst I/II, add 2.0 FTE Community Development Coordinator/Supervising Public Health Nurse in the Public Health budget; (m) from 1.0 FTE Accountant Auditor I/II to Accountant Auditor III in the Public Works-Facilities Management budget; (n) from 1.0 FTE Fleet Management Supervisor to 1.0 FTE Maintenance Supervisor in the Public Works – Fleet Management budget; (o) delete 1.0 FTE Environmental Health Specialist Trainee/ Environmental Health Specialist and add 1.0 FTE Hazardous Materials Specialist I/II in the Resource Management- Environmental Health budget; (p) from 2.0 FTE Program Manager I/Staff Services Manager to 2.0 FTE HHSA Program Manager, from 1.0 FTE Assistant Social Worker/Social Worker/Senior Social Worker to 1.0 FTE Assistant Social Worker/Social Worker/Senior Social Worker

(Sunsets 9/30/22), delete 1.0 FTE Program Manager I, add 1.0 FTE HHSA Program Manager, and add 1.0 FTE Assistant Social Worker/Social Worker/Senior Social Worker in the Social Services and Benefits Administration budget; (q) add 1.0 FTE Office Assistant I/II/III to the Veterans Service Office budget.

The proposed recommendation also includes a modification to the Shasta County Salary Schedule increasing the salary range for the County Executive Officer, effective December 29, 2019.

ALTERNATIVES

The Board may choose to not approve the recommendations in whole or in part; however, this is not recommended as the items listed are necessary for efficient business operations. Extensive research and analysis was conducted by and between the County Administrative Office, various departments, and the Department of Support Services.

OTHER AGENCY INVOLVEMENT

The departments of the Auditor-Controller, County Clerk/Election, Housing and Community Action Agency, District Attorney, Information Technology, Health and Human Services Agency, Public Works, Resource Management, Support Services, and Veterans Services have requested the recommended modifications. The modifications have been reviewed and approved by the County Administrative Office and the Department of Support Services.

FISCAL IMPACT

The financial impacts of the recommendations are included in each of the requesting department’s FY 2019-20 Adopted budget.

ATTACHMENTS:

Description	Upload Date	Description
Resolution - Chapter 20	10/16/2019	Resolution - Chapter 20
Chapter 20 - Redline	10/16/2019	Chapter 20 - Redline
Chapter 20 - Final	10/16/2019	Chapter 20 - Final
Salary Resolution	10/17/2019	Salary Resolution
Auditor-Accountant Associate I Class Specs	10/15/2019	Auditor-Accountant Associate I Class Specs
Auditor-Accountant Associate I-CONF Class Specs	10/15/2019	Auditor-Accountant Associate I-CONF Class Specs
Auditor-Accountant Associate II Class Specs	10/15/2019	Auditor-Accountant Associate II Class Specs
Auditor-Accountant Associate II-CONF Class Specs	10/15/2019	Auditor-Accountant Associate II-CONF Class Specs
Auditor-Accountant Senior Class Specs	10/15/2019	Auditor-Accountant Senior Class Specs
Auditor-Accountant Senior-CONF Class Specs	10/15/2019	Auditor-Accountant Senior-CONF Class Specs
Auditor-Accountant Supervisor Class Specs	10/15/2019	Auditor-Accountant Supervisor Class Specs
Auditor-Accountant Technician I Class Specs	10/15/2019	Auditor-Accountant Technician I Class Specs
Auditor-Accountant Technician II Class Specs	10/15/2019	Auditor-Accountant Technician II Class Specs

Assistant Housing Programs Specialist Class Specs	10/15/2019	Assistant Housing Programs Specialist Class Specs
Housing Programs Specialist I Class Specs	10/15/2019	Housing Programs Specialist I Class Specs
Housing Programs Specialist II Class Specs	10/15/2019	Housing Programs Specialist II Class Specs
Housing Programs Specialist III Class Specs	10/15/2019	Housing Programs Specialist III Class Specs
County Information Security Officer Class Specs	10/15/2019	County Information Security Officer Class Specs
IT O365 Administrator Class Specs	10/15/2019	IT O365 Administrator Class Specs
Clerk/Elections Specialist III Class Specs	10/15/2019	Clerk/Elections Specialist III Class Specs
Hazardous Materials Specialist I Class Specs	10/15/2019	Hazardous Materials Specialist I Class Specs
Hazardous Materials Specialist II Class Specs	10/15/2019	Hazardous Materials Specialist II Class Specs
Hazardous Materials Specialist III Class Specs	10/15/2019	Hazardous Materials Specialist III Class Specs

RESOLUTION NO. 2019-_____

**A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF SHASTA
AMENDING THE SHASTA COUNTY PERSONNEL RULES,
CHAPTER 20, TRAVEL AND OTHER EXPENSES – COUNTY CHARGES,
AND IMPLEMENTING THE PROVISIONS THEREOF**

WHEREAS, periodically the Board of Supervisors, upon the recommendation of staff, amends the provisions of the Personnel Rules, to update various provisions to ensure compliance with Shasta County Code, state and federal laws, to conform to actual County practice, or to address new business needs; and

WHEREAS, County staff recommends amendments to the Shasta County Personnel Rules, Chapter 20, *Travel and Other Expenses – County Charges*.

NOW, THEREFORE, BE IT RESOLVED that, effective October 22, 2019, the Board of Supervisors of the County of Shasta amends the Shasta County Personnel Rules, Chapter 20, *Travel and Other Expenses – County Charges*, as attached hereto.

BE IT FURTHER RESOLVED that all other sections of the Shasta County Personnel Rules remain unchanged.

DULY PASSED AND ADOPTED this 22nd day of October, 2019, by the Board of Supervisors of the County of Shasta by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
RECUSE:

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

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By _____
Deputy

CHAPTER 20. TRAVEL AND OTHER EXPENSES—COUNTY CHARGES

[. . . .]

SECTION 20.8. TRAVEL AND EXPENSE ~~AND/OR RELOCATION~~ REIMBURSEMENT FOR PROFESSIONAL RECRUITMENTS. The Director of Support Services, or his/her designee, is authorized to approve travel and expense and/or relocation reimbursement for professional recruitments when, because of the nature of a position or because of a particularly difficult recruitment, it is beneficial to the County to pay for the candidate's travel and related expenses in order for the candidate to come to Shasta County for an interview and/or pay for the candidates relocation expenses to Shasta County.

- A. Shasta County will reimburse a candidate for necessary travel, meal and lodging expenses associated with the candidate's interview and/or relocation to Shasta County for a position with Shasta County. This reimbursement includes:
 - 1. Travel: air fare, taxi fare, mileage incurred to ~~or and~~ from ~~the interview~~ Shasta County at a rate consistent with that allowed County employees.
 - 2. Car rental: the use of a rental vehicle for one day and/or moving van or similar vehicle for the duration of the relocation.
 - 3. Lodging: hotel/motel and room charges, including Transient Occupancy Tax (TOT).
 - 4. Meals: food for the applicant consumed during the time it is necessary for the applicant to travel for the interview period and/or relocate to Shasta County, excluding alcoholic beverages.
- B. The following expenses are not reimbursable by the County:
 - 1. Alcoholic beverages;
 - 2. Personal sundry and other non-related expenses;
 - 3. Recreational expenses;
 - 4. In-room movies; and/or;
 - 5. Any expenses for family members.
- C. The Director of Support Services, or his/her designee, is also authorized to approve additional expenses related to the interview and/or relocation process such as, but not limited to, additional meal, lodging or travel expenses which are incurred by the candidate or the candidate's spouse (i.e., additional hotel costs due to travel restrictions, etc.).

- D. If there is any question regarding a potential expense being covered, the department should contact the Director of Support Services, or his/her designee.
- E. After receiving prior approval from the Director of Support Services, or his/her designee, the Department Head, or his/her designee, will provide written verification to the candidate of the approved expenses, prior to commencement of travel and/or relocation to Shasta County.
- F. Wherever possible the recruiting department will arrange for any necessary air travel, lodging, meals, ~~and~~ a rental car and/or moving van or similar vehicle. Such expenses shall be fully documented, using invoices and receipts which will be billed directly to the recruiting department for reimbursement through the Auditor-Controller's Office.
- G. In all cases, Personnel will be required to approve all expenses prior to the Department Head's, or his/her designee, submittal to the Auditor-Controller's Office.
- H. Reimbursement shall be provided to county employees for meal expenses incurred in conjunction with interviews of candidates for professional recruitments as defined in this policy.

[. . . .]

CHAPTER 20. TRAVEL AND OTHER EXPENSES—COUNTY CHARGES

[. . . .]

SECTION 20.8. TRAVEL AND EXPENSE AND/OR RELOCATION REIMBURSEMENT FOR PROFESSIONAL RECRUITMENTS. The Director of Support Services, or his/her designee, is authorized to approve travel and expense and/or relocation reimbursement for professional recruitments when, because of the nature of a position or because of a particularly difficult recruitment, it is beneficial to the County to pay for the candidate's travel and related expenses in order for the candidate to come to Shasta County for an interview and/or pay for the candidates relocation expenses to Shasta County.

- A. Shasta County will reimburse a candidate for necessary travel, meal and lodging expenses associated with the candidate's interview and/or relocation to Shasta County for a position with Shasta County. This reimbursement includes:
 - 1. Travel: air fare, taxi fare, mileage incurred to and from Shasta County at a rate consistent with that allowed County employees.
 - 2. Car rental: the use of a rental vehicle for one day and/or moving van or similar vehicle for the duration of the relocation.
 - 3. Lodging: hotel/motel and room charges, including Transient Occupancy Tax (TOT).
 - 4. Meals: food for the applicant consumed during the time it is necessary for the applicant to travel for the interview period and/or relocate to Shasta County, excluding alcoholic beverages.
- B. The following expenses are not reimbursable by the County:
 - 1. Alcoholic beverages;
 - 2. Personal sundry and other non-related expenses;
 - 3. Recreational expenses;
 - 4. In-room movies; and/or;
 - 5. Any expenses for family members.
- C. The Director of Support Services, or his/her designee, is also authorized to approve additional expenses related to the interview and/or relocation process such as, but not limited to, additional meal, lodging or travel expenses which are incurred by the candidate or the candidate's spouse (i.e., additional hotel costs due to travel restrictions, etc.).

- D. If there is any question regarding a potential expense being covered, the department should contact the Director of Support Services, or his/her designee.
- E. After receiving prior approval from the Director of Support Services, or his/her designee, the Department Head, or his/her designee, will provide written verification to the candidate of the approved expenses, prior to commencement of travel and/or relocation to Shasta County.
- F. Wherever possible the recruiting department will arrange for any necessary air travel, lodging, meals, a rental car and/or moving van or similar vehicle. Such expenses shall be fully documented, using invoices and receipts which will be billed directly to the recruiting department for reimbursement through the Auditor-Controller's Office.
- G. In all cases, Personnel will be required to approve all expenses prior to the Department Head's, or his/her designee, submittal to the Auditor-Controller's Office.
- H. Reimbursement shall be provided to county employees for meal expenses incurred in conjunction with interviews of candidates for professional recruitments as defined in this policy.

[. . . .]

SALARY RESOLUTION NO. _____

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

BE IT RESOLVED that effective October 27, 2019, the following amendments are made to the Shasta County Salary Schedule for positions in County service:

Footnotes

Footnote Language

FROM

- 47 An employee in the classification of Chief Deputy Auditor, Managing Accountant Auditor, or Accountant Auditor III who is required to possess a Certified Public Accountant certificate to perform assigned duties shall receive an additional five percent (5%) of base salary.
- 66 An employee in the classification of Accounting Assistant shall receive an additional five percent (5%) of base salary when designated by the Auditor-Controller to serve as the lead worker in the Accounts Payable /Receivable area of the Systems and Accounting unit.

TO

- 47 An employee in the classification of Chief Deputy Auditor, Assistant Auditor-Controller, Auditor-Accountant Supervisor, Auditor-Accountant Senior, Auditor-Accountant Senior-Conf, Auditor-Accountant Associate II, or Auditor-Accountant Associate II-Conf who possesses a valid Certified Public Accountant (CPA), Certified Public Finance Officers (CPFO), or Certified Government Investment Professional (CGIP) certification shall receive an additional five percent (5%) of base salary.
- 66 An employee in the classification of Auditor-Accountant Technician I shall receive an additional five percent (5%) of base salary when designated by the Auditor-Controller to serve as the lead worker in the Accounts Payable /Receivable area of the Systems and Accounting unit.

DELETE

- 76 An employee in the classification of Staff Nurse I/II shall receive an additional five percent (5%) of base pay when assigned to a unit performing utilization review activities/duties.
- 77 An employee in the classification of Staff Nurse I/II who performs the emergency room assignment shall receive an additional five percent (5%) of base pay for those hours worked in the emergency department assignment.

Salary Resolution

October 22, 2019

Page 2 of 13

ADD

- 80 An employee in the classification of Hazardous Materials Specialist I/II/III who possesses a valid registration as an Environmental Health Specialist with the California Department of Public Health shall receive an additional five percent (5%) of base salary.
- 81 An employee in the classification of Eligibility Supervisor who is designated by the HHSA Director or HHSA Branch Director to be the on-site supervisor in the Burney, Shasta Lake, Anderson, or Enterprise offices when no manager is housed or near the site, shall receive five percent (5%) above base pay.

BE IT RESOLVED that effective December 29, 2019, the following amendments are made to the Shasta County Salary Schedule for positions in County service:

<u>Footnotes</u>	<u>Classification Title</u>	<u>Class. Unclass.</u>	<u>Schedule</u>	<u>Range</u>	<u>Approx. Monthly A Step</u>	<u>Approx. Monthly F Step</u>
<u>FROM</u>						
34,37,51,75	County Executive Officer	U	CEXO	717	14931	18149
<u>TO</u>						
34,37,51,75	County Executive Officer	U	CEXO	757	17283	22059

BE IT RESOLVED that effective October 27, 2019, the following amendments are made to the Shasta County Classification Specifications and Salary Schedule for positions in County service:

<u>Footnotes</u>	<u>Classification Title</u>	<u>Class. Unclass.</u>	<u>Schedule</u>	<u>Range</u>	<u>Approx. Monthly A Step</u>	<u>Approx. Monthly F Step</u>
<u>DELETE</u>						
31,51	Fleet Management Supervisor	C	SUPV	470	4077	5203
	Housing Programs Specialist	C	UPEC	414	3041	3881
<u>ADD</u>						
	Assistant Housing Programs Specialist	C	UPEC	381	2589	3304

Salary Resolution

October 22, 2019

Page 3 of 13

<u>Footnotes</u>	<u>Classification Title</u>	<u>Class. Unclass.</u>	<u>Schedule</u>	<u>Range</u>	<u>Approx. Monthly A Step</u>	<u>Approx. Monthly F Step</u>
60	Auditor-Accountant Associate I	C	UPEC	448	3589	4581
47,60	Auditor-Accountant Associate II	C	UPEC	478	4155	5304
	Auditor-Accountant Associate I-Conf	C	CONF	456	3863	4930
47	Auditor-Accountant Associate II-Conf	C	CONF	486	4472	5708
47,60	Auditor-Accountant Senior	C	UPEC	498	4581	5847
47	Auditor-Accountant Senior-Conf	C	CONF	508	4979	6355
31,47,51	Auditor-Accountant Supervisor	C	SUPV	513	5028	6417
60	Auditor-Accountant Technician I	C	UPEC	400	2840	3625
60	Auditor-Accountant Technician II	C	UPEC	435	3369	4300
	Clerk/Elections Specialist III	C	UPEC	401	2854	3642
20,38,51	County Information Security Officer	U	MGMT	598	7724	9859
80	Hazardous Materials Specialist I	C	UPEC	456	3733	4764
80	Hazardous Materials Specialist II	C	UPEC	486	4321	5515
80	Hazardous Materials Specialist III	C	UPEC	516	5002	6384
	Housing Programs Specialist I	C	UPEC	414	3041	3881
	Housing Programs Specialist II	C	UPEC	424	3193	4075
	Housing Programs Specialist III	C	UPEC	437	3402	4342
	IT O365 Administrator	C	UPEC	517	5026	6415
<u>FROM</u>						
47,60	Accountant Auditor III	C	UPEC	488	4363	5569
20,38,51	Assistant Auditor-Controller	U	MGMT	611	8230	10504
31,51,60	Eligibility Supervisor	C	SUPV	455	3789	4835
20,39,47,51	Managing Accountant-Auditor	U	MGMT	579	7040	8985

Salary Resolution

October 22, 2019

Page 4 of 13

<u>Footnotes</u>	<u>Classification Title</u>	<u>Class. Unclass.</u>	<u>Schedule</u>	<u>Range</u>	<u>Approx. Monthly A Step</u>	<u>Approx. Monthly F Step</u>
	Public Hlth Nurse I	C	PROF	499	4765	6081
	Public Hlth Nurse II	C	PROF	529	5516	7040
	Public Hlth Nurse III	C	PROF	539	5792	7392
12	Registered Nurse (Public Hlth)	C	PROF	501	4811	6141
76,77	Staff Nurse I	C	PROF	511	5052	6448
3,76,77	Staff Nurse II	C	PROF	521	5305	6770
31,51	Suprvsg Public Health Nurse	C	SUPV	555	6172	7877
<u>TO</u>						
60	Accountant Auditor III	C	UPEC	488	4363	5569
20,38,47,51	Assistant Auditor-Controller	U	MGMT	611	8230	10504
31, 51,60,81	Eligibility Supervisor	C	SUPV	455	3789	4835
20,39,51	Managing Accountant-Auditor	U	MGMT	579	7040	8985
	Public Hlth Nurse I	C	PROF	528	5489	7006
	Public Hlth Nurse II	C	PROF	558	6355	8111
	Public Hlth Nurse III	C	PROF	568	6672	8516
12	Registered Nurse (Public Hlth)	C	PROF	530	5543	7075
	Staff Nurse I	C	PROF	540	5820	7429
3	Staff Nurse II	C	PROF	550	6111	7801
31,51	Suprvsg Public Health Nurse	C	SUPV	584	7110	9075

Salary Resolution
October 22, 2019
Page 5 of 13

BE IT FURTHER RESOLVED that effective October 27, 2019 the following amendments are made to the Shasta County Position Allocation List for positions in County service:

<u>Footnotes</u>	<u>Classification Title</u>	<u>Class. Unclass</u>	<u>No. of Positions</u>	<u>FTE</u>	<u>Unique Position Number</u>	<u>Schedule</u>	<u>Range</u>	<u>Approx. Monthly A Step</u>	<u>Approx. Monthly F Step</u>
AUDITOR CONTROLLER – Cost Center 110									
<u>FROM</u>					1909				
66	Accounting Assistant	C	4	4.0	1910 1911 1912	UPEC	400	2840	3625
60	Accounting Technician	C	2	2.0	2622 2624	UPEC	425	3208	4095
60	Accountant Auditor I or	C	4	4.0	1794 1795	UPEC	438	3419	4363
60	Accountant Auditor II	C			3014 3015	UPEC	468	3958	5051
60	Accounting Technician or	C	3	3.0	3339 3340 3341	UPEC	425	3208	4095
60	Accountant Auditor I or	C				UPEC	438	3419	4363
60	Accountant Auditor II	C				UPEC	468	3958	5051
	Accountant Auditor I-Conf or	C				CONF	446	3679	4696
	Accountant Auditor II-Conf or	C	1	1.0	2961	CONF	476	4259	5436
	Accountant Auditor III-Conf	C				CONF	498	4742	6052
47,60	Accountant Auditor III	C	2	2.0	2409 2410	UPEC	488	4363	5569
31,51	Suprvsg Accountant	C	1	1.0	3283	SUPV	503	4789	6112
20,39,47,51	Managing Acct-Auditor	U	1	1.0	2420	MGMT	579	7040	8985
<u>TO</u>									
	Auditor-Acct Technician I	C	4	4.0		UPEC	400	2840	3625
60	Auditor-Acct Technician II	C	2	2.0		UPEC	435	3369	4300

Salary Resolution

October 22, 2019

Page 6 of 13

Footnotes	Classification Title	Class. Unclass	No. of Positions	FTE	Unique Position Number	Schedule	Range	Approx. Monthly A Step	Approx. Monthly F Step
60	Auditor-Acct Associate I or	C	4	4.0		UPEC	448	3589	4581
47,60	Auditor-Acct Associate II	C				UPEC	478	4155	5304
60	Auditor-Acct Technician I or	C	3	3.0		UPEC	400	2840	3625
60	Auditor-Acct Technician II or	C				UPEC	435	3369	4300
60	Auditor-Acct Associate I or	C				UPEC	448	3589	4581
47,60	Auditor-Acct Associate II	C				UPEC	478	4155	5304
	Auditor- Acct Associate I-Conf or	C				CONF	456	3863	4930
47	Auditor-Acct Associate II-Conf or	C	1	1.0		CONF	486	4472	5708
47	Auditor-Acct Senior-Conf	C				CONF	508	4979	6355
47	Auditor-Acct Senior	C	2	2.0		UPEC	498	4581	5847
47	Auditor-Acct Supervisor	C	1	1.0		SUPV	513	5028	6417
20,38,47,51	Chief Deputy Auditor	U	1	1.0		MGMT	579	7040	8985
<u>DELETE</u>									
60	Accountant Auditor I or	C	1	1.0	3292	UPEC	438	3419	4363
60	Accountant Auditor II	C				UPEC	468	3958	5051
<u>ADD</u>									
60	Auditor-Acct Associate I or	C	1	1.0		UPEC	448	3589	4581
47,60	Auditor-Acct Associate II	C				UPEC	478	4155	5304

CAO- PERSONNEL – Cost Center 130ADD

Lead Personnel Assist-Conf	C	1	1.0		CONF	453	3807	4859
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Salary Resolution

October 22, 2019

Page 7 of 13

<u>Footnotes</u>	<u>Classification Title</u>	<u>Class. Unclass</u>	<u>No. of Positions</u>	<u>FTE</u>	<u>Unique Position Number</u>	<u>Schedule</u>	<u>Range</u>	<u>Approx. Monthly A Step</u>	<u>Approx. Monthly F Step</u>
COMMUNITY ACTION AGENCY – Cost Center 590									
<u>DELETE</u>									
	Community Organizer	C	1	1.0	3421	UPEC	406	2925	3733
COUNTY CLERK – Cost Center 221									
<u>FROM</u>									
	Clerk/Elections Specialist I or Clerk/Elections Specialist II	C	1	1.0	2093	UPEC	361	2348	2996
		C				UPEC	381	2589	3304
<u>TO</u>									
	Clerk/Elections Specialist I or Clerk/Elections Specialist II or Clerk/Elections Specialist III	C	1	1.0		UPEC	361	2348	2996
		C				UPEC	381	2589	3304
		C				UPEC	401	2854	3642
DISTRICT ATTORNEY - Victim Witness– Cost Center 256									
<u>FROM</u>									
	Legal Process Clerk I or Legal Process Clerk II (Sunsets 9/30/19)	C	1	1.0	3429	UPEC	361	2348	2996
		C				UPEC	381	2589	3304
31,51	Senior Victim Advocate	C	1	1.0	2154	SUPV	471	4096	5228
	Victim Advocate I or Victim Advocate II	C	2	2.0	1988	UPEC	420	3131	3996
		C			1990	UPEC	450	3625	4626
	Victim Advocate I or Victim Advocate II (Sunsets 9/30/19)	C	1	1.0	3427	UPEC	420	3131	3996
		C				UPEC	450	3625	4626

Salary Resolution

October 22, 2019

Page 8 of 13

<u>Footnotes</u>	<u>Classification Title</u>	<u>Class. Unclass</u>	<u>No. of Positions</u>	<u>FTE</u>	<u>Unique Position Number</u>	<u>Schedule</u>	<u>Range</u>	<u>Approx. Monthly A Step</u>	<u>Approx. Monthly_F Step</u>
<u>TO</u>									
	Legal Process Clerk I or Legal Process Clerk II (Sunsets 3/31/20)	C	1	1.0	3429	UPEC	361	2348	2996
		C				UPEC	381	2589	3304
39,44,51	Victim Coordinator	C	1	1.0		MMBU	499	4788	6111
31,51	Senior Victim Advocate	C	2	2.0		SUPV	471	4096	5228
	Victim Advocate I or Victim Advocate II (Sunsets 3/31/20)	C	1	1.0	3427	UPEC	420	3131	3996
		C				UPEC	450	3625	4626
<u>DELETE</u>									
	Victim Advocate I or Victim Advocate II (Sunsets 9/30/19)	C	1	1.0	3428	UPEC	420	3131	3996
		C				UPEC	450	3625	4626
<u>ADD</u>									
	Victim Advocate I or Victim Advocate II (Sunsets 3/31/20)	C	1	1.0	3428	UPEC	420	3131	3996
		C				UPEC	450	3625	4626

ELECTION ADMIN & REGISTRATION – Cost Center 140FROM

Clerk/Elections Specialist I	C	3	3.0	1968	UPEC	361	2348	2996
or Clerk/Elections Specialist II	C			1969 1970	UPEC	381	2589	3304

TO

Clerk/Elections Specialist I	C	3	3.0		UPEC	361	2348	2996
or Clerk/Elections Specialist II	C				UPEC	381	2589	3304
or Clerk/Elections Specialist III	C				UPEC	401	2854	3642

Salary Resolution
October 22, 2019
Page 9 of 13

<u>Footnotes</u>	<u>Classification Title</u>	<u>Class. Unclass</u>	<u>No. of Positions</u>	<u>FTE</u>	<u>Unique Position Number</u>	<u>Schedule</u>	<u>Range</u>	<u>Approx. Monthly A Step</u>	<u>Approx. Monthly F Step</u>
HEALTH SERVICES-HHSA – Cost Center 502									
<u>DELETE</u>									
60	Office Assistant III	C	1	1.0	3434	UPEC	371	2465	3146
HEALTH SERVICES-MHSA – Cost Center 404									
<u>FROM</u>									
60	Assist Social Worker	C	1	1.0	1008	UPEC	418	3101	3958
60	or Social Worker	C				UPEC	448	3589	4581
<u>TO</u>									
60	Assist Social Worker	C	1	1.0		UPEC	418	3101	3958
60	or Social Worker	C				UPEC	448	3589	4581
60	or Senior Social Worker	C				UPEC	473	4055	5176
INFORMATION TECHNOLOGY – Cost Center 925									
<u>DELETE</u>									
	IT Infrastructure Supp Eng I	C	1	1.0	2087	UPEC	457	3750	4787
	or IT Infrastructure Supp Eng II	C				UPEC	492	4449	5679
	IT Programmer Analyst I	C	1	1.0	2879	UPEC	462	3843	4906
	or IT Programmer Analyst II	C				UPEC	492	4449	5679
	or IT Programmer Analyst III	C				UPEC	507	4787	6110
<u>ADD</u>									
20,38,51	County Info. Security Officer	U	1	1.0		MGMT	598	7724	9859
	IT Application Support Analyst	C	1	1.0		UPEC	507	4787	6110
	IT O365 Administrator	C	1	1.0		UPEC	517	5026	6415

Salary Resolution
October 22, 2019
Page 10 of 13

<u>Footnotes</u>	<u>Classification Title</u>	<u>Class. Unclass</u>	<u>No. of Positions</u>	<u>FTE</u>	<u>Unique Position Number</u>	<u>Schedule</u>	<u>Range</u>	<u>Approx. Monthly A Step</u>	<u>Approx. Monthly F Step</u>
31,51	IT Supervisor	C	1	1.0		SUPV	545	5878	7502
MENTAL HEALTH – Cost Center 410									
<u>DELETE</u>									
60	Staff Services Analyst I or	C	1	1.0	3324	UPEC	425	3208	4095
60	Staff Services Analyst II	C				UPEC	455	3714	4740
<u>ADD</u>									
60	Office Assistant III	C	2	2.0		UPEC	371	2465	3146
PHA – HOUSING ASSISTANCE – Cost Center 593									
<u>FROM</u>									
	Clerk III	C	1	1.0	3451	UPEC	371	2465	3146
	Housing Programs Specialist	C	3	3.0	3452 3453	UPEC	414	3041	3881
<u>TO</u>									
	Assist Housing Programs Spec	C	1	1.0		UPEC	381	2589	3304
	Housing Programs Specialist I or	C	3	3.0		UPEC	414	3041	3881
	Housing Programs Specialist II	C				UPEC	424	3193	4075
PUBLIC HEALTH – Cost Center 411									
<u>DELETE</u>									
31,51	Suprvsg Public Health Nurse	C	2	2.0	2063 3464	SUPV	555	6172	7877
<u>ADD</u>									
59	Community Health Advocate	C	1	1.0		UPEC	391	2718	3469
	Disease Investigation Spec I or	C	1	1.0		UPEC	472	4035	5151
	Disease Investigation Spec II	C				UPEC	488	4363	5569

Salary Resolution

October 22, 2019

Page 11 of 13

<u>Footnotes</u>	<u>Classification Title</u>	<u>Class. Unclass</u>	<u>No. of Positions</u>	<u>FTE</u>	<u>Unique Position Number</u>	<u>Schedule</u>	<u>Range</u>	<u>Approx. Monthly A Step</u>	<u>Approx. Monthly F Step</u>
	Public Hlth Nurse I	C	1	1.0		PROF	499	4765	6081
	or Public Hlth Nurse II	C				PROF	529	5516	7040
60	Staff Services Analyst I	C	1	1.0		UPEC	425	3208	4095
60	or Staff Services Analyst II	C				UPEC	455	3714	4740
31,51	Community Development Coord	C	2	2.0		SUPV	514	5053	6449
31,51	or Suprvsg Public Health Nurse	C				SUPV	555	6172	7877

PUBLIC WORKS-FACILITIES MGMT – Cost Center 955**FROM**

60	Accountant Auditor I	C	1	1.0	2829	UPEC	438	3419	4363
60	or Accountant Auditor II	C				UPEC	468	3958	5051

TO

60	Accountant Auditor III	C	1	1.0		UPEC	488	4363	5569
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PUBLIC WORKS-FLEET MGMT – Cost Center 940**FROM**

31,51	Fleet Management Supervisor	C	1	1.0	1847	SUPV	470	4077	5203
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TO

14,29,31,51,61	Maintenance Supervisor	C	1	1.0		SUPV	492	4539	5792
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RES MGMT-ENVIRONMENTAL HEALTH – Cost Center 402**DELETE**

	Environ Health Specialist Trne	C	1	1.0	3468	PROF	459	3920	5003
	or Environ Health Specialist	C				PROF	489	4538	5792

Salary Resolution

October 22, 2019

Page 12 of 13

<u>Footnotes</u>	<u>Classification Title</u>	<u>Class. Unclass</u>	<u>No. of Positions</u>	<u>FTE</u>	<u>Unique Position Number</u>	<u>Schedule</u>	<u>Range</u>	<u>Approx. Monthly A Step</u>	<u>Approx. Monthly F Step</u>
<u>ADD</u>									
76	Hazardous Materials Spec I	C	1	1.0		UPEC	456	3733	4764
	or								
76	Hazardous Materials Spec II	C				UPEC	486	4321	5515

SOCIAL SERVICES & BEN ADMIN – Cost Center 501

<u>FROM</u>									
26,39,44,51,60	Program Manager I	C	2	2.0	2952	MMBU	520	5305	6771
	or								
39,44,51,60	Staff Services Manager	C			2955	MMBU	520	5305	6771
60	Assist Social Worker	C	1	1.0	3303	UPEC	418	3101	3958
	or								
60	Social Worker	C				UPEC	448	3589	4581
	or								
60	Senior Social Worker	C				UPEC	473	4055	5176
<u>TO</u>									
39,44,51	HHSA Program Manager	C	2	2.0		MMBU	543	5934	7575
60	Assist Social Worker	C	1	1.0		UPEC	418	3101	3958
	or								
60	Social Worker or	C				UPEC	448	3589	4581
	or								
60	Senior Social Worker (Sunsets 9/30/22)	C				UPEC	473	4055	5176

<u>DELETE</u>									
26,39,44,51,60	Program Manager I	C	1	1.0	2392	MMBU	520	5305	6771

<u>ADD</u>									
39,44,51	HHSA Program Manager	C	1	1.0		MMBU	543	5934	7575

Salary Resolution
October 22, 2019
Page 13 of 13

<u>Footnotes</u>	<u>Classification Title</u>	<u>Class. Unclass</u>	<u>No. of Positions</u>	<u>FTE</u>	<u>Unique Position Number</u>	<u>Schedule</u>	<u>Range</u>	<u>Approx. Monthly A Step</u>	<u>Approx. Monthly F Step</u>
60	Assist Social Worker	C				UPEC	418	3101	3958
	or								
60	Social Worker	C	1	1.0		UPEC	448	3589	4581
	or								
60	Senior Social Worker	C				UPEC	473	4055	5176

VETERANS SERVICE OFFICE – Cost Center 570

ADD

60	Office Assistant I	C				UPEC	347	2193	2799
	or								
60	Office Assistant II	C	1	1.0		UPEC	358	2314	2953
	or								
60	Office Assistant III	C				UPEC	371	2465	3146

DULY PASSED AND ADOPTED this 22th day of October, 2019, by the Board of Supervisors of the County of Shasta by the following vote:

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

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

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By: _____
Deputy

AUDITOR-ACCOUNTANT ASSOCIATE I

DEFINITION

Under general supervision, incumbents perform a wide variety of complex professional auditing, accounting, and fiscal functions in the maintenance of financial and accounting records for departments, funds, and budgets. The Auditor-Accountant Associate I will review accounting methods and practices of County departments, special districts, and other agencies; and will report on compliance.

DISTINGUISHING CHARACTERISTICS

This is the journey level position in the Auditor-Accountant series in the Auditor-Controller's office.

An incumbent in this class serves in the Auditor-Controller's office and has the responsibility for completing a wide range of complex auditing and accounting fiscal work. An incumbent is responsible for ensuring that audit plans are followed; ensuring compliance by departments and programs; completing general, cost accounting, or systems accounting work; budget analysis and review; assisting with completion of sections of the financial statements and cost plan; etc. Incumbents in this class are staff auditors and assist in a variety of areas as needed, so duties may be relatively variable and must be adjusted to new and changing conditions. Incumbents may supervise a small unit of professional staff or act as team leaders. Duties assigned require that incumbents have considerable auditing and accounting knowledge and background.

Incumbents serve in the Auditor-Controller's office and are required to have a broad knowledge of the functions of individual County departments and are responsible for the review, audit, correction, and feedback of work submitted by others in the County, cities, schools, or special districts. Training and feedback to members outside of the Auditor-Controller's office is a critical function of all audit positions.

EXAMPLES OF ESSENTIAL DUTIES

Processes and reconciles revenues, expenditures, and technical transactions for the County in compliance with all applicable federal, state, and County rules, regulations, and ordinances; performs highly responsible administrative and professional accounting work and assists in the preparation of annual reports; audits and analyzes technical transactions and financial models to resolve questions and validate data; assures fiscal accountability and fund integrity for all transactions, allocations, distributions, and required documentation; participates in fiscal compliance audits with multiple funding sources and controls; coordinates information and assures effective communications between County departments; clarifies and reconciles issues relating to County funds, budgets, and accounting procedures; provides and explains technical and financial information to external agencies and County financial staff and management; maintains financial information system database; records and approves expenditures; prepares billings and collections; processes and audits journal entries, etc.; reconciles and allocates revenues and expenses/expenditures according to schedules; reconciles and resolves differences; transfers funds

as authorized; assures the accuracy of the financial records; submits recommendations for improving the organization's functions and processes; reviews source documents for compliance to rules and regulations; determines proper handling of financial and technical transactions and approves transactions within designated limits; reviews, investigates, and corrects errors and inconsistencies in statistical models, financial entries, transactions, documents, and reports; monitors compliance with generally accepted accounting principles and County procedures; maintains professional competence in accounting principles and techniques; reviews and applies new or revised laws, regulations, and accounting standards; prepares monthly, quarterly, and year-end budgets, statistical models, and financial and technical statements; assist with research, testing, and implementation of upgrades to the finance and/or payroll modules of the countywide financial system; provides orientation, assistance, and ongoing training for department and special district fiscal staff regarding the County's financial system and procedures; provides technical assistance and accounting support for County departments and special districts; when assigned as a supervisor or lead, plans, prioritizes, and assigns tasks and projects; monitors work, develops staff skills, and evaluates performance; identifies training needs and provides training for staff; performs other related duties as assigned.

EMPLOYMENT STANDARDS

Any combination of education and experience sufficient to directly demonstrate possession and application of the following:

Knowledge of: Generally accepted accounting principles (GAAP) and generally accepted auditing principles related to public sector financial administration; general and cost accounting principles and practices, standard business law, and governmental accounting principles and practices relating to a variety of fund accounting operations; Government Accounting Standards Board (GASB), Financial Accounting Standards Board (FASB), State Controller's Guide to Accounting for Counties, and Government Finance Officers Association (GFOA) standards and recommended practices and policies; project and grant management principles and techniques; principles and practices of accounting and mathematical computations; principles and techniques of statistical modeling and public sector budgets; Shasta County organization, operations, policies, and procedures; Shasta County accounting and budget systems; personal computers utilizing a variety of software applications; office methods, procedures, and equipment; procedures, practices, and terminology used in bookkeeping, financial, and statistical record keeping; business English usage, spelling, grammar, and punctuation; principles and techniques of supervision and training.

Ability to: Read, interpret, understand, and apply accounting standards and procedures, applicable federal rules and regulations and Shasta County policies and procedures; effectively lead, organize, coordinate, direct, delegate, and evaluate the work of subordinates; analyze terms and conditions of contracts and agreements; establish and maintain cooperative working relationships with other departments, cities, schools, special districts, outside agencies, coworkers, and the public; prepare, analyze, and interpret a wide variety of financial reports and statements; correct and update financial and accounting information systems; work under pressure of deadlines and be able to assess and prioritize multiple tasks, projects, and demands; recommend work improvements as necessary; communicate effectively orally and in the development of written documents, reports,

and financial information; train and schedule the work of staff; maintain confidentiality; type and 10-key accurately at a moderate rate of speed; interact with the public, County departments, schools, cities, special districts, and other agencies; handle multiple tasks with shifting priorities.

These standards are typically attained with:

- Two (2) years of experience as an Auditor-Accountant, Technician II with Shasta County
OR
- Associate's degree in Accounting, Public Administration, Business Administration, or related field, with at least 12 units in Accounting courses **AND** three (3) years of professional level accounting, fiscal, or financial record keeping in a position where the duties were comparable to an Auditor-Accountant Technician II **AND** three (3) years of business related computer experience
OR
- Bachelor's degree in Accounting, Public Administration, Business Administration, or related field, with at least 15 units in Accounting courses **AND** two (2) years of professional level accounting, fiscal, or financial record keeping in a position where the duties were comparable to an Auditor-Accountant Technician II **AND** two (2) years of business related computer experience.

Education, professional training, or professional certificates that are directly related to the knowledge and abilities standards may be substituted for the required education on a year-for-year basis.

SPECIAL REQUIREMENT

A valid State of California driver's license is required.

PHYSICAL DEMANDS AND WORK ENVIRONMENT

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to sit and use hands to finger, handle, or feel. The employee frequently is required to talk or hear. The employee is required to speak fluent English. The employee is occasionally required to stand and walk. The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision and color vision.

The noise level in the work environment is usually moderate.

NEW 10/19
CS1196

AUDITOR-ACCOUNTANT ASSOCIATE I-CONFIDENTIAL

DEFINITION

Under general supervision, incumbents perform a wide variety of complex professional auditing, accounting, and fiscal functions in the maintenance of financial and accounting records for departments, funds, and budgets. The Auditor-Accountant Associate I-Confidential will review accounting methods and practices of County departments, special districts and other agencies; and will report on compliance.

This position is the confidential version of its counterpart. This position exists as the payroll supervisor in the Auditor-Controller's office and is a non-management employee who, in the course of his/her duties, is regularly privy to management planning or decision-making regarding the County's administration of employer-employee relations as determined by the Board of Supervisors.

DISTINGUISHING CHARACTERISTICS

This is the journey level position in the Auditor-Accountant series in the Auditor-Controller's office.

An incumbent in this class serves in the Auditor-Controller's office and has the responsibility for completing a wide range of complex auditing and accounting fiscal work. An incumbent is responsible for ensuring that audit plans are followed; ensuring compliance by departments and programs; completing general, cost accounting, or systems accounting work; budget analysis and review; assisting with completion of sections of the financial statements and cost plan; etc. Incumbents in this class are staff auditors and assist in a variety of areas as needed, so duties may be relatively variable and must be adjusted to new and changing conditions. Incumbents may supervise a small unit of professional staff or act as team leaders. Duties assigned require that incumbents have considerable auditing and accounting knowledge and background.

Incumbents serve in the Auditor-Controller's office and are required to have a broad knowledge of the functions of individual County departments and are responsible for the review, audit, correction, and feedback of work submitted by others in the County, cities, schools, or special districts. Training and feedback to members outside of the Auditor-Controller's office is a critical function of all audit positions.

EXAMPLES OF ESSENTIAL DUTIES

Processes and reconciles revenues, expenditures, and technical transactions for the County in compliance with all applicable federal, state, and County rules, regulations, and ordinances; performs highly responsible administrative and professional accounting work and assists in the preparation of annual reports; audits and analyzes technical transactions and financial models to resolve questions and validate data; assures fiscal accountability and fund integrity for all transactions, allocations, distributions, and required documentation; participates in fiscal compliance audits with multiple funding sources and controls; coordinates information and assures

effective communications between County departments; clarifies and reconciles issues relating to County funds, budgets, and accounting procedures; provides and explains technical and financial information to external agencies and County financial staff and management; maintains financial information system database; records and approves expenditures; prepares billings and collections; processes and audits journal entries, etc.; reconciles and allocates revenues and expenses/expenditures according to schedules; reconciles and resolves differences; transfers funds as authorized; assures the accuracy of the financial records; submits recommendations for improving the organization's functions and processes; reviews source documents for compliance to rules and regulations; determines proper handling of financial and technical transactions and approves transactions within designated limits; reviews, investigates, and corrects errors and inconsistencies in statistical models, financial entries, transactions, documents, and reports; monitors compliance with generally accepted accounting principles and County procedures; maintains professional competence in accounting principles and techniques; reviews and applies new or revised laws, regulations, and accounting standards; prepares monthly, quarterly, and year-end budgets, statistical models, and financial and technical statements; assists with research, testing, and implementation of upgrades to the finance and/or payroll modules of the countywide financial system; provides orientation, assistance, and ongoing training for department and special district fiscal staff regarding the County's financial system and procedures; provides technical assistance and accounting support for County departments and special districts; when assigned as a supervisor or lead, plans, prioritizes, and assigns tasks and projects; monitors work, develops staff skills, and evaluates performance; identifies training needs and provides training for staff; performs other related duties as assigned.

EMPLOYMENT STANDARDS

Any combination of education and experience sufficient to directly demonstrate possession and application of the following:

Knowledge of: Generally accepted accounting principles (GAAP) and generally accepted auditing principles related to public sector financial administration; general and cost accounting principles and practices, standard business law, and governmental accounting principles and practices relating to a variety of fund accounting operations; Government Accounting Standards Board (GASB), Financial Accounting Standards Board (FASB), State Controller's Guide to Accounting for Counties, and Government Finance Officers Association (GFOA) standards and recommended practices and policies; project and grant management principles and techniques; principles and practices of accounting and mathematical computations; principles and techniques of statistical modeling and public sector budgets; Shasta County organization, operations, policies, and procedures; Shasta County accounting and budget systems; personal computers utilizing a variety of software applications; office methods, procedures, and equipment; procedures, practices, and terminology used in bookkeeping, financial, and statistical record keeping; business English usage, spelling, grammar, and punctuation; principles and techniques of supervision and training.

Ability to: Read, interpret, understand, and apply accounting standards and procedures, applicable federal rules and regulations, and Shasta County policies and procedures; effectively lead, organize, coordinate, direct, delegate, and evaluate the work of subordinates; analyze terms and

conditions of contracts and agreements; establish and maintain cooperative working relationships with other departments, cities, schools, special districts, outside agencies, coworkers, and the public; prepare, analyze, and interpret a wide variety of financial reports and statements; correct and update financial and accounting information systems; work under pressure of deadlines and be able to assess and prioritize multiple tasks, projects, and demands; recommend work improvements as necessary; communicate effectively orally and in the development of written documents, reports, and financial information; train and schedule the work of staff; maintain confidentiality; type and 10-key accurately at a moderate rate of speed; interact with the public, County departments, schools, cities, special districts, and other agencies; handle multiple tasks with shifting priorities.

These standards are typically attained with:

- Two (2) years of experience as an Auditor-Accountant Technician II with Shasta County
OR
- Associate's degree in Accounting, Public Administration, Business Administration, or related field, with at least 12 units in Accounting courses **AND** three (3) years of professional level accounting, fiscal, or financial record keeping in a position where the duties were comparable to an Auditor-Accountant Technician II **AND** three (3) years of business related computer experience
OR
- Bachelor's degree in Accounting, Public Administration, Business Administration, or related field, with at least 15 units in Accounting courses **AND** two (2) years of professional level accounting, fiscal, or financial record keeping in a position where the duties were comparable to an Auditor-Accountant Technician II **AND** two (2) years of business related computer experience.

Education, professional training, or professional certificates that are directly related to the knowledge and abilities standards may be substituted for the required education on a year-for-year basis.

SPECIAL REQUIREMENT

A valid State of California driver's license is required.

PHYSICAL DEMANDS AND WORK ENVIRONMENT

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to sit and use hands to finger, handle, or feel. The employee frequently is required to talk or hear. The employee is required to speak fluent English. The employee is occasionally required to stand and walk. The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision and color vision.

The noise level in the work environment is usually moderate.

NEW 10/19

CS1197

AUDITOR-ACCOUNTANT ASSOCIATE II

DEFINITION

Under general supervision, incumbents perform a wide variety of complex professional auditing, accounting, and fiscal functions in the maintenance of financial and accounting records for departments, funds, and budgets. The Auditor-Accountant Associate II will review accounting methods and practices of County departments, special districts, and other agencies; and will report on compliance.

DISTINGUISHING CHARACTERISTICS

This is the advanced journey position in the Auditor-Accountant series in the Auditor-Controller's office.

An incumbent in this class serves in the Auditor-Controller's office and has the responsibility for completing a wide range of complex auditing and accounting fiscal work. An incumbent is responsible for ensuring that audit plans are followed; ensuring compliance by departments and programs; completing general, cost accounting, or systems accounting work; budget analysis and review; assisting with completion of sections of the financial statements and cost plan; etc. Incumbents in this class are staff auditors and assist in a variety of areas as needed, so duties may be relatively variable and must be adjusted to new and changing conditions. Incumbents may supervise a small unit of staff or act as team leaders. Duties assigned require that incumbents have considerable auditing and accounting knowledge and background.

Positions in this class are normally filled from the Auditor-Accountant Associate I level and are distinguished from the lower level by having the added requirement for additional experience and education and by the requirement to work more independently and possess an increased leadership role. As this is the advanced journey level class, incumbents will be assigned the more complicated functions listed below and can be assigned to assist in higher-level fiscal areas and coordinate separate or specialized accounting systems and reporting.

Incumbents serve in the Auditor-Controller's office and are required to have a broad knowledge of the functions of individual County departments and are responsible for the review, audit, correction, and feedback of work submitted by others in the County, cities, schools, or special districts. Training and feedback to members outside of the Auditor-Controller's office is a critical function of all audit positions.

EXAMPLES OF ESSENTIAL DUTIES

Processes and reconciles revenues, expenditures, and technical transactions for the County in compliance with all applicable federal, state, and County rules, regulations, and ordinances; performs highly responsible administrative and professional accounting work and assists in the preparation of annual reports; audits and analyzes technical transactions and financial models to resolve questions and validate data; assures fiscal accountability and fund integrity for all transactions, allocations, distributions, and required documentation; participates in fiscal

compliance audits with multiple funding sources and controls; coordinates information and assures effective communications between County departments; clarifies and reconciles issues relating to County funds, budgets, and accounting procedures; provides and explains technical and financial information to external agencies and County financial staff and management; maintains financial information system database; records and approves expenditures; prepares billings and collections; processes and audits journal entries, etc.; reconciles and allocates revenues and expenses/expenditures according to schedules; reconciles and resolves differences; transfers funds as authorized; assures the accuracy of the financial records; submits recommendations for improving the organization's functions and processes; reviews source documents for compliance with rules and regulations; determines proper handling of financial and technical transactions and approves transactions within designated limits; reviews, investigates, and corrects errors and inconsistencies in statistical models, financial entries, transactions, documents, and reports; monitors compliance with generally accepted accounting principles and County procedures; maintains professional competence in accounting principles and techniques; reviews and applies new or revised laws, regulations, and accounting standards; prepares monthly, quarterly, and year-end budgets, statistical models, financial, and technical statements; assists with research, testing, and implementation of upgrades to the finance and/or payroll modules of the countywide financial system; provides orientation, assistance, and ongoing training for department and special district fiscal staff regarding the County's financial system and procedures; provides technical assistance and accounting support for County departments and special districts; when assigned as a supervisor or lead, plans, prioritizes, and assigns tasks and projects; monitors work, develops staff skills, and evaluates performance; identifies training needs and provides training for staff; performs other related duties as assigned.

EMPLOYMENT STANDARDS

Any combination of education and experience sufficient to directly demonstrate possession and application of the following:

Knowledge of: Generally accepted accounting principles (GAAP) and generally accepted auditing principles related to public sector financial administration; general and cost accounting principles and practices, standard business law and governmental accounting principles and practices relating to a variety of fund accounting operations; Government Accounting Standards Board (GASB), Financial Accounting Standards Board (FASB), State Controller's Guide to Accounting for Counties, and Government Finance Officers Association (GFOA) standards and recommended practices and policies; project and grant management principles and techniques; principles and practices of accounting and mathematical computations; principles and techniques of statistical modeling and public sector budgets; Shasta County organization, operations, policies, and procedures; Shasta County accounting and budget systems; personal computers utilizing a variety of software applications; office methods, procedures, and equipment; procedures, practices, and terminology used in bookkeeping, financial, and statistical record keeping; business English usage, spelling, grammar, and punctuation; principles and techniques of supervision and training.

Ability to: Read, interpret, understand, and apply accounting standards and procedures, applicable federal rules and regulations, and Shasta County policies and procedures; effectively lead,

organize, coordinate, direct, delegate, and evaluate the work of subordinates; analyze terms and conditions of contracts and agreements; prepare, analyze, and interpret a wide variety of financial reports and statements; correct and update financial and accounting information systems; work under pressure of deadlines and be able to assess and prioritize multiple tasks, projects, and demands; recommend work improvements as necessary; establish and maintain cooperative working relationships with other departments, cities, schools, special districts, outside agencies, coworkers, and the public; communicate effectively orally and in the development of written documents, reports, and financial information; train and schedule the work of staff; maintain confidentiality; type and 10-key accurately at a moderate rate of speed, interact with the public, County departments, schools, cities, special districts, and other agencies; handle multiple tasks with shifting priorities.

These standards are typically attained with:

- One (1) year of experience as an Auditor-Accountant, Associate I with Shasta County **OR**
- Bachelor's degree in Accounting, Public Administration, Business Administration, or related field, with at least 15 units in Accounting courses **AND** two (2) years of "professional level" accounting, fiscal, or financial record keeping in a position where the duties were comparable to an Auditor-Accountant Specialist II **AND** two (2) years of business related computer experience.

Education, professional training, or professional certificates that are directly related to the knowledge and abilities standards may be substituted for the required education on a year-for-year basis.

SPECIAL REQUIREMENT

A valid State of California driver's license is required.

PHYSICAL DEMANDS AND WORK ENVIRONMENT

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to sit and use hands to finger, handle, or feel. The employee frequently is required to talk or hear. The employee is required to speak fluent English. The employee is occasionally required to stand and walk. The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision and color vision.

The noise level in the work environment is usually moderate.

NEW 10/19
CS1198

AUDITOR-ACCOUNTANT ASSOCIATE II-CONFIDENTIAL

DEFINITION

Under general supervision, incumbents perform a wide variety of complex professional auditing, accounting, and fiscal functions in the maintenance of financial and accounting records for departments, funds, and budgets. The Auditor-Accountant Associate II-Confidential will review accounting methods and practices of County departments, special districts, and other agencies; and will report on compliance.

This position is the confidential version of its counterpart. This position exists as the payroll supervisor in the Auditor-Controller's office and is a non-management employee who, in the course of his/her duties, is regularly privy to management planning or decision-making regarding the County's administration of employer-employee relations as determined by the Board of Supervisors.

DISTINGUISHING CHARACTERISTICS

This is the advanced journey position in the Auditor-Accountant series in the Auditor-Controller's office.

An incumbent in this class serves in the Auditor-Controller's office and has the responsibility for completing a wide range of complex auditing and accounting fiscal work. An incumbent is responsible for ensuring that audit plans are followed; ensuring compliance by departments and programs; completing general, cost accounting, or systems accounting work; budget analysis and review; assisting with completion of sections of the financial statements and cost plan; etc. Incumbents in this class are staff auditors and assist in a variety of areas as needed, so duties may be relatively variable and must be adjusted to new and changing conditions. Incumbents may supervise a small unit of staff or act as team leaders. Duties assigned require that incumbents have considerable auditing and accounting knowledge and background.

Positions in this class are normally filled from the Auditor-Accountant Associate I level and are distinguished from the lower level by having the added requirement for additional experience and education, and by the requirement to work more independently and possess an increased leadership role. As this is the advanced journey level class, incumbents will be assigned the more complicated functions listed below and can be assigned to assist in higher-level fiscal areas and coordinate separate or specialized accounting systems and reporting.

Incumbents serve in the Auditor-Controller's office and are required to have a broad knowledge of the functions of individual County departments and are responsible for the review, audit, correction, and feedback of work submitted by others in the County, cities, schools, or special districts. Training and feedback to members outside of the Auditor-Controller's office is a critical function of all audit positions.

EXAMPLES OF ESSENTIAL DUTIES

Processes and reconciles revenues, expenditures, and technical transactions for the County in compliance with all applicable federal, state, and County rules, regulations, and ordinances; performs highly responsible administrative and professional accounting work and assists in the preparation of annual reports; audits and analyzes technical transactions and financial models to resolve questions and validate data; assures fiscal accountability and fund integrity for all transactions, allocations, distributions, and required documentation; participates in fiscal compliance audits with multiple funding sources and controls; coordinates information and assures effective communications between County departments; clarifies and reconciles issues relating to County funds, budgets, and accounting procedures; provides and explains technical and financial information to external agencies and County financial staff and management; maintains financial information system database; records and approves expenditures; prepares billings and collections; processes and audits journal entries, etc.; reconciles and allocates revenues and expenses/expenditures according to schedules; reconciles and resolves differences; transfers funds as authorized; assures the accuracy of the financial records; submits recommendations for improving the organization's functions and processes; reviews source documents for compliance with rules and regulations; determines proper handling of financial and technical transactions and approves transactions within designated limits; reviews, investigates, and corrects errors and inconsistencies in statistical models, financial entries, transactions, documents, and reports; monitors compliance with generally accepted accounting principles and County procedures; maintains professional competence in accounting principles and techniques; reviews and applies new or revised laws, regulations, and accounting standards; prepares monthly, quarterly, and year-end budgets, statistical models, financial and technical statements; assist with research, testing, and implementation of upgrades to the finance and/or payroll modules of the countywide financial system; provides orientation, assistance, and ongoing training for department and special district fiscal staff regarding the County's financial system and procedures; provides technical assistance and accounting support for County departments and special districts; when assigned as a supervisor or lead, plans, prioritizes and assigns tasks and projects; monitors work, develops staff skills, and evaluates performance; identifies training needs and provides training for staff; performs other related duties as assigned.

EMPLOYMENT STANDARDS

Any combination of education and experience sufficient to directly demonstrate possession and application of the following:

Knowledge of: Generally accepted accounting principles (GAAP) and generally accepted auditing principles related to public sector financial administration; general and cost accounting principles and practices, standard business law, and governmental accounting principles and practices relating to a variety of fund accounting operations; Government Accounting Standards Board (GASB), Financial Accounting Standards Board (FASB), State Controller's Guide to Accounting for Counties, and Government Finance Officers Association (GFOA) standards and recommended practices and policies; project and grant management principles and techniques; principles and practices of accounting and mathematical computations; principles and techniques of statistical modeling and public sector budgets; Shasta County organization, operations, policies,

and procedures; Shasta County accounting and budget systems; personal computers utilizing a variety of software applications; office methods, procedures, and equipment; procedures, practices, and terminology used in bookkeeping, financial, and statistical record keeping; business English usage, spelling, grammar, and punctuation; principles and techniques of supervision and training.

Ability to: Read, interpret, understand, and apply accounting standards and procedures, applicable federal rules and regulations, and Shasta County policies and procedures; effectively lead, organize, coordinate, direct, delegate, and evaluate the work of subordinates; analyze terms and conditions of contracts and agreements; prepare, analyze, and interpret a wide variety of financial reports and statements; correct and update financial and accounting information systems; work under pressure of deadlines and be able to assess and prioritize multiple tasks, projects, and demands; recommend work improvements as necessary; establish and maintain cooperative working relationships with other departments, cities, schools, special districts, outside agencies, coworkers, and the public; communicate effectively orally and in the development of written documents, reports, and financial information; train and schedule the work of staff; maintain confidentiality; type and 10-key accurately at a moderate rate of speed; interact with the public, County departments, schools, cities, special districts, and other agencies; handle multiple tasks with shifting priorities.

These standards are typically attained with:

- One (1) year of experience as an Auditor-Accountant, Associate I with Shasta County **OR**
- Bachelor's degree in Accounting, Public Administration, Business Administration, or related field, with at least 15 units in Accounting courses **AND** two (2) years of "professional level" accounting, fiscal, or financial record keeping in a position where the duties were comparable to an Auditor-Accountant Specialist II **AND** two (2) years of business related computer experience.

Education, professional training, or professional certificates that are directly related to the knowledge and abilities standards may be substituted for the required education on a year-for-year basis.

SPECIAL REQUIREMENT

A valid State of California driver's license is required.

PHYSICAL DEMANDS AND WORK ENVIRONMENT

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to sit and use hands to finger, handle, or feel. The employee frequently is required to talk or hear. The employee is

required to speak fluent English. The employee is occasionally required to stand and walk. The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision and color vision.

The noise level in the work environment is usually moderate.

NEW 10/19

CS1199

AUDITOR-ACCOUNTANT SENIOR

DEFINITION

Under limited supervision, incumbents direct and coordinate a wide variety of complex professional auditing, accounting, and fiscal analysis in the maintenance of financial and accounting records for departments, funds, and budgets. The Auditor-Accountant Senior will review accounting methods and practices of County departments, special districts, and other agencies; and will perform related work as required.

DISTINGUISHING CHARACTERISTICS

This is the professional level position in the Auditor-Accountant series in the Auditor-Controller's office.

An incumbent in this class serves in the Auditor-Controller's office and has the responsibility for assigning tasks, directing staff, and exercising independent judgment, in the absence of technical accounting supervision. Incumbents perform a wide range of auditing and accounting fiscal work and have the responsibility for the most difficult auditing or accounting functions, including: developing and following audit plans; ensuring compliance; completing general, cost accounting, or systems accounting work; budget analysis and review; devising procedures; preparing assigned sections of the financial statements; etc. Incumbents may supervise a small unit of professional staff or act as team leaders.

Incumbents serve in the Auditor-Controller's office and are required to have a broad knowledge of the functions of individual County departments and are responsible for the review, audit, correction, and feedback of work submitted by others in the County, cities, schools, or special districts. Training and feedback to members outside of the Auditor-Controller's office is a critical function of all audit positions.

EXAMPLES OF ESSENTIAL DUTIES

Processes, analyzes, and reconciles accounting and technical transactions for the County in compliance with all applicable federal, state, and County rules, regulations, and ordinances; plans, prioritizes, and assigns tasks and projects; monitors work, develops staff skills, and evaluates performance; identifies training needs and provides training for staff; researches, audits, and analyzes technical transactions and financial models to resolve questions and validate data; assures fiscal accountability and fund integrity for all transactions, allocations, distributions, and required documentation; conducts fiscal compliance audits with multiple funding sources and controls; coordinates information and assures effective communications between County departments; clarifies and reconciles issues relating to County funds, budgets, and accounting procedures; consults with department heads, government officials, business organizations, and other interested parties on auditing and fiscal policy, practice, and methods; provides and explains technical and financial information to external agencies and County financial staff and management; maintains financial information system database, when assigned; develops accounting systems or procedures as needed for control purposes, for monitoring and reporting costs on major capital improvement

projects, and for cost accounting for grants; records and approves allocations and expenditures; makes journal entries and prepares trial balance; reconciles and allocates budgets and cost allocation models; reconciles and resolves differences; transfers funds as authorized; assures the accuracy of the financial records; monitors operations and procedures and submits recommendations for improving the organization's functions and processes; reviews source documents for compliance with rules and regulations; determines proper handling of financial and technical transactions and approves transactions within designated limits; reviews, investigates, and corrects errors and inconsistencies in statistical models, financial entries, transactions, documents, and reports; estimates and forecasts revenues and expenditures; serves as a liaison between the department and various organizations and agencies; serves on committees, task forces, and other groups; monitors compliance with generally accepted accounting principles and County procedures; maintains professional competence in accounting principles and techniques; reviews and applies new or revised laws, regulations, and accounting standards; prepares monthly, quarterly, and year-end budgets, statistical models, and financial and technical statements; provides orientation, assistance, and ongoing training for department and special district fiscal staff regarding the County's financial system and procedures; provides technical assistance and accounting support for County departments and special districts; when assigned as a supervisor or lead, plans, prioritizes, and assigns tasks and projects; monitors work, develops staff skills, and evaluates performance; identifies training needs and provides training for staff; performs other related duties as assigned

EMPLOYMENT STANDARDS

Any combination of education and experience sufficient to directly demonstrate possession and application of the following:

Knowledge of: Generally accepted accounting principles (GAAP) and generally accepted auditing principles related to public sector financial administration; general and cost accounting principles and practices, standard business law, and governmental accounting principles and practices relating to a variety of fund accounting operations; Government Accounting Standards Board (GASB), Financial Accounting Standards Board (FASB), State Controller's Guide to Accounting for Counties, and Government Finance Officers Association (GFOA) standards and recommended practices and policies; project and grant management principles and techniques; principles and practices of accounting and mathematical computations; principles and techniques of statistical modeling and public sector budgets; Shasta County organization, operations, policies, and procedures; Shasta County accounting and budget systems; personal computers utilizing a variety of software applications; office methods, procedures, and equipment; procedures, practices, and terminology used in bookkeeping, financial, and statistical record keeping; business English usage, spelling, grammar, and punctuation; principles and techniques of supervision and training.

Ability to: Read, interpret, understand, and apply accounting standards and procedures, applicable federal rules and regulations, and Shasta County policies and procedures; effectively lead, organize, coordinate, direct, delegate, and evaluate the work of subordinates; analyze problems, identify alternative solutions, project consequences of proposed actions and recommend solutions; develop and monitor budgets for large departments; analyze terms and conditions of contracts and

agreements; effectively perform a variety of difficult and complex governmental and/or cost accounting assignments; prepare, analyze, and interpret a wide variety of financial reports and statements; correct and update financial and accounting information systems; research, develop, and implement major accounting systems, when assigned to the systems and accounting area; plan, coordinate, and initiate actions necessary to implement new policies, methods, and procedures countywide; advise management staff on accounting and fiscal matters; work under pressure of deadlines and be able to assess and prioritize multiple tasks, projects, and demands; make decisions in procedural matters and provide corrective feedback to other County departments or agencies; establish and maintain cooperative working relationships with other departments, cities, schools, special districts, outside agencies, coworkers, and the public; recommend work improvements as necessary; communicate effectively orally and in the development of written documents, reports, and financial information; train and schedule the work of staff; maintain confidentiality; type and 10-key accurately at a moderate rate of speed; interact with the public, County departments, schools, cities, special districts, and other agencies; handle multiple tasks with shifting priorities.

These standards are typically attained with:

- One (1) year of experience as Auditor-Accountant, Associate II with Shasta County
OR
- Bachelor's degree in Accounting, Public Administration, Business Administration, or related field, with at least 15 units in Accounting courses **AND** three (3) years of professional experience performing complex accounting, auditing and/or systems work in a position where the duties were comparable to an Auditor-Accountant, Associate II **AND** three (3) years of business related computer experience.

Education, professional training, or professional certificates that are directly related to the knowledge and abilities standards may be substituted for the required education on a year-for-year basis .

SPECIAL REQUIREMENT

A valid State of California driver's license is required.

PHYSICAL DEMANDS AND WORK ENVIRONMENT

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to sit and use hands to finger, handle, or feel. The employee frequently is required to talk or hear. The employee is required to speak fluent English. The employee is occasionally required to stand and walk. The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision and color vision.

The noise level in the work environment is usually moderate.

NEW 10/19
CS1200

AUDITOR-ACCOUNTANT SENIOR-CONFIDENTIAL

DEFINITION

Under limited supervision, incumbents direct and coordinate a wide variety of complex professional auditing, accounting, and fiscal analysis in the maintenance of financial and accounting records for departments, funds, and budgets. The Auditor-Accountant Senior-Confidential will review accounting methods and practices of County departments, special districts, and other agencies; and will perform related work as required.

This position is the confidential version of its counterpart. This position exists as the payroll supervisor in the Auditor-Controller's office and is a non-management employee who, in the course of his/her duties, is regularly privy to management planning or decision-making regarding the County's administration of employer-employee relations as determined by the Board of Supervisors.

DISTINGUISHING CHARACTERISTICS

This is the professional level position in the Auditor-Accountant series in the Auditor-Controller's office.

An incumbent in this class serves in the Auditor-Controller's office and has the responsibility for assigning tasks, directing staff, and exercising independent judgment, in the absence of technical accounting supervision. Incumbents perform a wide range of auditing and accounting fiscal work and have the responsibility for the most difficult auditing or accounting functions, including: developing and following audit plans; ensuring compliance; completing general, cost accounting, or systems accounting work; budget analysis and review; devising procedures; preparing assigned sections of the financial statements; etc. Incumbents may supervise a small unit of professional staff or act as team leaders.

Incumbents serve in the Auditor-Controller's office and are required to have a broad knowledge of the functions of individual County departments and are responsible for the review, audit, correction, and feedback of work submitted by others in the County, cities, schools, or special districts. Training and feedback to members outside of the Auditor-Controller's office is a critical function of all audit positions.

EXAMPLES OF ESSENTIAL DUTIES

Processes, analyzes, and reconciles accounting and technical transactions for the County in compliance with all applicable federal, state, and County rules, regulations, and ordinances; plans, prioritizes, and assigns tasks and projects; monitors work, develops staff skills, and evaluates performance; identifies training needs and provides training for staff; researches, audits, and analyzes technical transactions and financial models to resolve questions and validate data; assures fiscal accountability and fund integrity for all transactions, allocations, distributions, and required documentation; conducts fiscal compliance audits with multiple funding sources and controls; coordinates information and assures effective communications between County departments;

clarifies and reconciles issues relating to County funds, budgets, and accounting procedures; consults with department heads, government officials, business organizations, and other interested parties on auditing and fiscal policy, practice, and methods; provides and explains technical and financial information to external agencies and County financial staff and management; maintains financial information system database, when assigned; develops accounting systems or procedures as needed for control purposes, for monitoring and reporting costs on major capital improvement projects, and for cost accounting for grants; records and approves allocations and expenditures; makes journal entries and prepares trial balance; reconciles and allocates budgets and cost allocation models; reconciles and resolves differences; transfers funds as authorized; assures the accuracy of the financial records; monitors operations and procedures and submits recommendations for improving the organization's functions and processes; reviews source documents for compliance with rules and regulations; determines proper handling of financial and technical transactions and approves transactions within designated limits; reviews, investigates, and corrects errors and inconsistencies in statistical models, financial entries, transactions, documents, and reports; estimates and forecasts revenues and expenditures; serves as a liaison between the department and various organizations and agencies; serves on committees, task forces, and other groups; monitors compliance with generally accepted accounting principles and County procedures; maintains professional competence in accounting principles and techniques; reviews and applies new or revised laws, regulations, and accounting standards; prepares monthly, quarterly, and year-end budgets, statistical models, financial and technical statements; provides orientation, assistance, and ongoing training for department and special district fiscal staff regarding the County's financial system and procedures; provides technical assistance and accounting support for County departments and special districts; when assigned as a supervisor or lead, plans, prioritizes, and assigns tasks and projects; monitors work, develops staff skills, and evaluates performance; identifies training needs and provides training for staff; performs other related duties as assigned

EMPLOYMENT STANDARDS

Any combination of education and experience sufficient to directly demonstrate possession and application of the following:

Knowledge of: Generally accepted accounting principles (GAAP) and generally accepted auditing principles related to public sector financial administration; general and cost accounting principles and practices, standard business law, and governmental accounting principles and practices relating to a variety of fund accounting operations; Government Accounting Standards Board (GASB), Financial Accounting Standards Board (FASB), State Controller's Guide to Accounting for Counties, and Government Finance Officers Association (GFOA) standards and recommended practices and policies; project and grant management principles and techniques; principles and practices of accounting and mathematical computations; principles and techniques of statistical modeling and public sector budgets; Shasta County organization, operations, policies, and procedures; Shasta County accounting and budget systems; personal computers utilizing a variety of software applications; office methods, procedures, and equipment; procedures, practices, and terminology used in bookkeeping, financial, and statistical record keeping; business English usage, spelling, grammar, and punctuation; principles and techniques of supervision and training.

Ability to: Read, interpret, understand, and apply accounting standards and procedures, applicable federal rules and regulations, and Shasta County policies and procedures; effectively lead, organize, coordinate, direct, delegate, and evaluate the work of subordinates; analyze problems, identify alternative solutions, project consequences of proposed actions, and recommend solutions; develop and monitor budgets for large departments; analyze terms and conditions of contracts and agreements; effectively perform a variety of difficult and complex governmental and/or cost accounting assignments; prepare, analyze, and interpret a wide variety of financial reports and statements; correct and update financial and accounting information systems; research, develop, and implement major accounting systems, when assigned to the systems and accounting area; plan, coordinate, and initiate actions necessary to implement new policies, methods, and procedures countywide; advise management staff on accounting and fiscal matters; work under pressure of deadlines and be able to assess and prioritize multiple tasks, projects, and demands; make decisions in procedural matters and provide corrective feedback to other County departments or agencies; establish and maintain cooperative working relationships with other departments, cities, schools, special districts, outside agencies, coworkers, and the public; recommend work improvements as necessary; communicate effectively orally and in the development of written documents, reports, and financial information; train and schedule the work of staff; maintain confidentiality; type and 10-key accurately at a moderate rate of speed; interact with the public, County departments, schools, cities, special districts, and other agencies; handle multiple tasks with shifting priorities.

These standards are typically attained with:

- One (1) year of experience as Auditor-Accountant, Associate II with Shasta County
OR
- Bachelor's degree in Accounting, Public Administration, Business Administration, or related field, with at least 15 units in Accounting courses **AND** three (3) years of professional experience performing complex accounting, auditing, and/or systems work in a position where the duties were comparable to an Auditor-Accountant Associate II **AND** three (3) years of business related computer experience.

Education, professional training, or professional certificates that are directly related to the knowledge and abilities standards may be substituted for the required education on a year-for-year basis.

SPECIAL REQUIREMENT

A valid State of California driver's license is required.

PHYSICAL DEMANDS AND WORK ENVIRONMENT

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to sit and use hands to

finger, handle, or feel. The employee frequently is required to talk or hear. The employee is required to speak fluent English. The employee is occasionally required to stand and walk. The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision and color vision.

The noise level in the work environment is usually moderate.

NEW 10/19
CS1201

AUDITOR-ACCOUNTANT SUPERVISOR

DEFINITION

Under general direction, to supervise a major auditing and accounting division; to organize, coordinate, and direct the activities of professional accounting staff countywide; to perform highly complex professional accounting work; and to do related work as required to support the activities of the Auditor-Controller's office.

DISTINGUISHING CHARACTERISTICS

This is the professional, supervisory position in the Auditor-Accountant series in the Auditor-Controller's office.

An incumbent in this class serves in the Auditor-Controller's office and supervises staff on the financial reporting and internal audit teams or supervises staff on the systems and accounting team. This class is distinguished from the Auditor-Accountant Senior in that this class has full supervisory responsibility for a major division, whereas the Auditor-Accountant Senior has limited supervision or lead responsibility in a section. The Auditor-Accountant Supervisor, if assigned to the systems and accounting area, is responsible for developing and implementing major accounting systems, while the Auditor-Accountant Senior is responsible for maintaining existing systems.

Incumbents serve in the Auditor-Controller's office and are required to have a broad knowledge of the functions of individual County departments and are responsible for the review, audit, correction, and feedback of work submitted by others in the County, cities, schools, or special districts. Training and feedback to members outside of the Auditor-Controller's office is a critical function of all audit positions.

EXAMPLES OF ESSENTIAL DUTIES

Screens and assigns workload; plans, prioritizes, and assigns tasks and projects; counsels, trains, and coaches accounting staff; assists in developing performance standards; monitors work, develops staff skills, and evaluates performance; identifies training needs and provides training for staff; collects statistical data and compiles reports; updates and assures the accuracy of databases; resolves problems, creates solutions, and assures the quality of the accounting documents and work products; monitors operations and procedures and submits recommendations for improving the organization's functions and processes; reviews, investigates, and corrects errors and inconsistencies in statistical models, financial entries, transactions, documents, and reports; serves as information source and liaison between the department and various organizations and agencies; serves on committees, task forces, and other groups; monitors compliance with generally accepted accounting principles and County procedures; maintains professional competence in accounting principles and techniques; reviews and applies new or revised laws, regulations, and accounting standards; makes decisions on difficult administrative and accounting problems; provides and explains technical and financial information to external agencies and County financial staff and management; processes, analyzes, and reconciles accounting and technical transactions for the County in compliance with all applicable federal, state, and County rules, regulations, and

ordinances; researches, audits, and analyzes technical transactions and financial models to resolve questions and validate data; assures fiscal accountability and fund integrity for all transactions, allocations, distributions, and required documentation; coordinates information and assures effective communications between County departments; clarifies and reconciles issues relating to County funds, budgets, and accounting procedures; provides technical assistance to other auditors, prepares reports and accounting studies, and provides accounting support for County departments and special districts; researches, develops, and implements major accounting systems when assigned to the systems and accounting area; provides orientation, assistance, and ongoing training for department and special district fiscal staff regarding the County's financial system and procedures; assists in developing and implementing departmental policy; performs other related duties as assigned.

EMPLOYMENT STANDARDS

Any combination of education and experience sufficient to directly demonstrate possession and application of the following:

Knowledge of: Generally accepted accounting principles (GAAP) and generally accepted auditing principles related to public sector financial administration; general and cost accounting principles and practices, standard business law, and governmental accounting principles and practices relating to a variety of fund accounting operations; Government Accounting Standards Board (GASB), Financial Accounting Standards Board (FASB), State Controller's Guide to Accounting for Counties, and Government Finance Officers Association (GFOA) standards and recommended practices and policies; principles and practices of accounting and mathematical computations; principles and techniques of statistical modeling and public sector budgets; Shasta County organization, operations, policies, and procedures; Shasta County accounting and budget systems; personal computers utilizing a variety of software applications; office methods, procedures, and equipment; procedures, practices, and terminology used in bookkeeping, financial, and statistical record keeping; business English usage, spelling, grammar, and punctuation; principles and techniques of supervision and training.

Ability to: Read, interpret, understand, and apply accounting standards and procedures, applicable federal rules and regulations, and Shasta County policies and procedures; effectively lead, organize, coordinate, direct, delegate, and evaluate the work of subordinates; analyze problems, identify alternative solutions, project consequences of proposed actions and recommend solutions; develop and monitor budgets for large departments; analyze terms and conditions of contracts and agreements; effectively perform a variety of difficult and complex governmental and/or cost accounting assignments; prepare, analyze, and interpret a wide variety of financial reports and statements; correct and update financial and accounting information systems; research, develop, and implement major accounting systems when assigned to the systems and accounting area; plan, coordinate, and initiate actions necessary to implement new policies, methods, and procedures countywide; advise management staff on accounting and fiscal matters; work under pressure of deadlines and be able to assess and prioritize multiple tasks, projects, and demands; make decisions in procedural matters and provide corrective feedback to other County departments or agencies; establish and maintain cooperative working relationships with other departments, cities, schools, special districts, outside agencies, coworkers, and the public; recommend work improvements as

necessary; communicate effectively orally and in the development of written documents, reports, and financial information; train and schedule the work of staff as required for some assignments; maintain confidentiality; type and 10-key accurately at a moderate rate of speed; interact with the public, County departments, schools, cities, special districts, and other agencies; handle multiple tasks with shifting priorities.

These standards are typically attained with:

- Two (2) years of experience as an Auditor-Accountant, Senior with Shasta County
OR
- Bachelor's degree in Accounting, Public Administration, Business Administration, or related field, with at least 15 units in Accounting courses **AND** four (4) years of professional experience performing complex accounting, auditing, and/or systems work **AND** two (2) years of supervisory experience **AND** three (3) years of business related computer experience.

Education, professional training, or professional certificates that are directly related to the knowledge and abilities standards may be substituted for the required education on a year-for-year basis.

SPECIAL REQUIREMENT

A valid State of California driver's license is required.

PHYSICAL DEMANDS AND WORK ENVIRONMENT

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to sit and use hands to finger, handle, or feel. The employee frequently is required to talk or hear. The employee is required to speak fluent English. The employee is occasionally required to stand and walk. The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision and color vision.

The noise level in the work environment is usually moderate.

NEW 10/19
CS1202

AUDITOR-ACCOUNTANT TECHNICIAN I

DEFINITION

Under close supervision, interpret and process financial or statistical records submitted by County departments, schools, and independent special districts. This includes audit and approval of vendor payments, employee expense reimbursements, purchasing card reconciliations, deposits, and journals to ensure that they are consistent with existing policies and procedures. This position is the subject matter expert in the areas above and assists fiscal staff from other departments, schools, and special districts in learning the requirements for these processes. In addition, under general supervision, this position will perform complex bookkeeping or financial recordkeeping work involving the maintenance of financial and statistical records.

DISTINGUISHING CHARACTERISTICS

This is the entry level position in the Auditor-Accountant series in the Auditor-Controller's office.

An incumbent in this class serves in the Auditor-Controller's office and has the responsibility for the independent maintenance and processing of financial or fiscal records and transactions involving a variety of items submitted in different forms, requiring examination of accounting details and supporting documentation. Work entails solving difficult problems, acting as a final check, and serving as the subject matter expert on the countywide financial system. Incumbents may have extensive contact with employees, departments, special districts, schools, and the public, which entails providing an explanation of, and ensuring that departments follow, government regulations, contract requirements, Shasta County and Auditor-Controller policies, collective bargaining agreements, and generally accepted accounting principles (GAAP).

With considerable latitude, incumbents are responsible for the accuracy and timely processing of vendor payment requests, contract payments, purchasing card payments, deposit postings, and journals. An Auditor-Accountant Technician I may be delegated responsibility to act for the supervisor in that person's absence. Positions in this class may be required to supervise clerical assistants with such supervision usually being limited to the assignment and review of work.

Incumbents serve in the Auditor-Controller's office and are required to have a broad knowledge of the functions of individual County departments and are responsible for the review, audit, correction, and feedback of work submitted by others in the County, cities, schools, or special districts. Training and feedback to members outside of the Auditor-Controller's office is a critical function of all audit positions.

EXAMPLES OF ESSENTIAL DUTIES

Audit, review, and verify various financial transactions for accuracy, correct account coding, and compliance with State Controller guidelines, GAAP, state regulations, County policies, and Auditor-Controller policies; approve financial transactions for posting to ledgers or accounts utilizing automated or manual systems; work with County departments, schools, special districts, and vendors, to research, resolve, reconcile, and make adjustments for discrepancies between

payments, receipts, or various accounts; maintain expenditure and revenue records, including monitoring budgets, conformance to contract terms, checking and balancing records for arithmetic errors, etc.; process employee reimbursements and documentation ensuring they are correct and in the format required for public disclosure; process payroll and personnel related transactions for independent special districts and schools; manage year-end cut-off procedures for accounts payable; audit and appropriately apply coding to transactions for year-end reporting requirements (accruals, 1099-MISC reporting); assist with research, testing, and implementation of upgrades to the finance and/or payroll modules of the countywide financial system; provide orientation, assistance, and ongoing training for department and special district fiscal staff regarding the County's financial system and procedures; provide technical assistance and accounting support for County departments and special district; perform other related duties as assigned.

EMPLOYMENT STANDARDS

Any combination of education and experience sufficient to directly demonstrate possession and application of the following:

Knowledge of: Generally accepted accounting principles (GAAP) and State Controller's Guide to Accounting for Counties; principles and practices of accounting and mathematical computations; Shasta County organization, operations, policies, and procedures; Shasta County accounting and budget systems; personal computers utilizing a variety of software applications; office methods, procedures, and equipment; procedures, practices, and terminology used in bookkeeping, financial, and statistical record keeping; business English usage, spelling, grammar, and punctuation; principles and techniques of supervision and training may be required for certain assignments.

Ability to: Perform difficult clerical accounting work involving independent judgment, accuracy, and speed; assume responsibility for complex records utilizing computerized and/or manual systems; make decisions in procedural matters and provide corrective feedback; assemble and organize data and prepare and maintain accurate and complete financial and statistical records and reports; operate standard office equipment including computerized systems to enter and/or retrieve data; recommend work improvements as necessary; establish and maintain cooperative working relationships with other departments, cities, schools, special districts, outside agencies, coworkers, and the public; communicate effectively orally and in the development of written documents, reports, and financial information; train and schedule the work of staff as required for some assignments; maintain confidentiality; type and 10-key accurately at a moderate rate of speed; interact with the public, county departments, schools, cities, special districts, and other agencies; handle multiple tasks with shifting priorities.

These standards are typically attained with two (2) years of experience preparing, processing, and maintaining accounting documents and records in a position where these activities were the primary duties of the position and which provides the required knowledge and abilities listed above

Education, professional training, or professional certificates that are directly related to the knowledge and abilities standards may be substituted for the required education on a year-for-year basis.

SPECIAL REQUIREMENT

A valid State of California driver's license is required.

PHYSICAL DEMANDS AND WORK ENVIRONMENT

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to sit and use hands to finger, handle, or feel. The employee frequently is required to talk or hear. The employee is required to speak fluent English. The employee is occasionally required to stand and walk. The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision and color vision.

The noise level in the work environment is usually moderate.

NEW 10/19
CS1203

AUDITOR-ACCOUNTANT TECHNICIAN II

DEFINITION

Under close supervision, performs a variety of audit and accounting duties involved in the maintenance of financial and accounting records. The Auditor-Accountant Technician II performs the more difficult and technical para-professional auditing and accounting work required in the examination and maintenance of fiscal and statistical records; prepares and assists in the preparation of financial statements, documents, analysis, and reports; audits and maintains accounting records and reports, using both manual or computer based accounting systems; and examines accounting and financial documents for accuracy and compliance. This position is the subject matter expert in the areas assigned and assists fiscal staff from other departments, schools, and special districts in learning the requirements for these processes.

DISTINGUISHING CHARACTERISTICS

This is the paraprofessional level position in the Auditor-Accountant series in the Auditor-Controller's office.

An incumbent in this class serves in the Auditor-Controller's office and has the responsibility for a variety of audit and accounting support functions. This position is considered a bridge class involving paraprofessional work by an incumbent who has completed two years of the accounting education normally required to enter the professional accounting field. It is distinguished from the next higher professional entry class of Auditor-Accountant Associate I in that the latter has broader or more technical assignments which entail work of a more evaluative and analytical nature and regular application of the knowledge of accounting theories, principles, and systems. It is distinguished from the next lower class in that, in addition to the characteristics listed in the Auditor-Accountant Technician I, the consequence of error is greater, assignments are technically more complex and responsible, and the work requires greater knowledge of accounting practices and principles. Incumbents may supervise a small unit of entry level staff or act as team leads.

Incumbents serve in the Auditor-Controller's office and are required to have a broad knowledge of the functions of individual County departments and are responsible for the review, audit, correction, and feedback of work submitted by others in the County, cities, schools, or special districts. Training and feedback to members outside of the Auditor-Controller's office is a critical function of all audit positions.

EXAMPLES OF ESSENTIAL DUTIES

Processes and reconciles revenues, expenditures, and technical transactions for the County in compliance with all applicable federal, state, and County rules, regulations, and ordinances; reviews source documents for compliance with rules and regulations; determines proper handling of financial and technical transactions and approves transactions within designated limits; coordinates information and communications between the Auditor-Controller's department, other County departments, and external agencies; clarifies issues relating to County funds and accounting; maintains financial information system database; records and approves expenditures;

prepares billings and collections; prepares and audits journal entries; etc.; reconciles and allocates revenues and expenses according to schedules; reconciles and resolves differences; transfers funds as authorized; assures the accuracy of the financial records; monitors compliance with generally accepted accounting principles and County procedures; reviews, investigates, and corrects errors and inconsistencies in financial entries, transactions, documents, and reports; assists in the preparation of monthly, quarterly, and year-end financial and technical statements, such as consolidated financial reports, statements of revenues and expenditures, and fund or grant budgets; independently performs complex and technical audits based on analysis and interpretation of financial information; assists with research, testing, and implementation of upgrades to the finance and/or payroll modules of the countywide financial system; provides orientation, assistance, and ongoing training for department and special district fiscal staff regarding the County's financial system and procedures; provides technical assistance and accounting support for County departments and special districts; when assigned as a supervisor or lead, plans, prioritizes, and assigns tasks and projects; monitors work, develops staff skills and evaluates performance; identifies training needs and provides training for staff; performs other related duties as assigned.

EMPLOYMENT STANDARDS

Any combination of education and experience sufficient to directly demonstrate possession and application of the following:

Knowledge of: Generally accepted accounting principles (GAAP) and State Controller's Guide to Accounting for Counties and Generally Accepted Auditing Principles related to Public Sector financial administration; Government Accounting Standards Board (GASB), Financial Accounting Standards Board (FASB), and Government Finance Officers Association (GFOA) standards, recommended practices and policies; principles and practices of accounting and mathematical computations; Shasta County organization, operations, policies, and procedures; Shasta County accounting and budget systems; personal computers utilizing a variety of software applications; office methods, procedures, and equipment; procedures, practices, and terminology used in bookkeeping, financial, and statistical record keeping; business English usage, spelling, grammar, and punctuation; principles and techniques of supervision and training may be required for certain assignments.

Ability to: Read, interpret, understand, and apply accounting standards and procedures; apply federal, state, and local rules and regulations, and Shasta County policies and procedures; apply audit and accounting principles and standards; correct and update financial and accounting information systems; work under pressure of deadlines and be able to assess and prioritize multiple tasks, projects, and demands; analyze terms and conditions of contracts and agreements; assume responsibility for complex records utilizing computerized and/or manual systems; make decisions in procedural matters and provide corrective feedback; perform paraprofessional accounting work with minimal supervision; assemble and organize data and prepare and maintain accurate and complete financial and statistical records and reports; recommend work improvements as necessary; establish and maintain cooperative working relationships with other departments, cities, schools, special districts, outside agencies, coworkers, and the public; communicate effectively orally and in the development of written documents, reports, and financial information; train and schedule the work of staff as required for some assignments; maintain confidentiality; type and

10-key accurately at a moderate rate of speed; interact with the public, County departments, schools, cities, special districts, and other agencies; handle multiple tasks with shifting priorities.

These standards are typically attained with:

- Associate degree in Accounting, **PLUS** two (2) years of experience in financial recordkeeping comparable to that of an Auditor-Accountant Technician I or higher with Shasta County
- OR**
- Three (3) years of full-time increasingly responsible technical paraprofessional experience in financial, accounting, or statistical record keeping in a position where the duties were comparable to an Auditor-Accountant Technician I.

Education, professional training, or professional certificates that are directly related to the knowledge and abilities standards may be substituted for the required education on a year-for-year basis.

SPECIAL REQUIREMENT

A valid State of California driver's license is required.

PHYSICAL DEMANDS AND WORK ENVIRONMENT

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to sit and use hands to finger, handle, or feel. The employee frequently is required to talk or hear. The employee is required to speak fluent English. The employee is occasionally required to stand and walk. The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision and color vision.

The noise level in the work environment is usually moderate.

NEW 10/19
CS1204

ASSISTANT HOUSING PROGRAMS SPECIALIST

DEFINITION

Under detailed supervision, to learn to perform duties connected with housing assistance programs, departmental organization, and program casework services or duties; to perform limited casework services; assist members of the public with program inquiries; perform a variety of generalized and/or specialized clerical duties; and other assigned duties related to affordable housing, redevelopment, and/or loan programs; and to perform related work as required.

DISTINGUISHING CHARACTERISTICS

The Assistant Housing Programs Specialist is the trainee level in the Housing Programs Specialist series. A position in this class is distinguished from that of the next higher class of Housing Programs Specialist in that the incumbent is given constant and detailed supervision. As experience is gained, employees are assigned limited casework services or duties where consequence of error is minimal while continuing to receive close review. In contrast, the Housing Programs Specialist I/II carries a full caseload, works with greater independence, and normally performs duties related to housing assistance programs, caseload administration, affordable housing, redevelopment, and/or loan programs of average to complex difficulty.

EXAMPLES OF ESSENTIAL DUTIES

The following are job duties typically performed by employees in this classification. Not all the job duties listed are necessarily performed by each incumbent in this classification. For the Assistant Housing Programs Specialist, duties are performed at the trainee level.

Obtain, review, and, compile information and verifications to determine eligibility for affordable housing programs; assist in determining level of assistance in accordance with program rules, regulations, and County procedures; conduct individual and group presentations for program participants and interested community groups; research local rental market trends for rent reasonableness; compile local available units information; negotiate rents with landlords; coordinate leasing process between landlord and tenant; schedule Housing Quality Standards Inspections; prepare leasing documents; monitor participant eligibility for continued assistance; collect and enter data in department software; initiate investigation of suspected fraud and calculate overpayments; maintain extensive case file documentation; provide referral information for supportive services; calculate client escrow accounts and monitor progress in achieving economic self-sufficiency; assist in Fair Housing workshops and complaint processing; participate in related committees.

Duties may include the following: provide support to senior staff on affordable housing and redevelopment projects; assist in the performance of field surveys to gather economic and housing quality data to be used in the preparation of grant applications submitted by Housing and the Community Action Agency; prepare program mailings; prepare routine housing reports and forms; maintain files; maintain outstanding loan files for actions related to property insurance, property taxes, title, foreclosures, and loan compliance; complete payment requests for invoices; arrange

for appraisals, pest inspections, and lead based paint inspections; obtain title documents, credit reports, or other items necessary for a real estate loan; and perform other related duties as assigned. Housing Choice Voucher Caseworker: Incumbent performs a variety of duties related to housing assistance programs. The incumbent works with landlords, tenants, and community agencies to assist low-income families in obtaining affordable rental housing.

Housing Development: Incumbent performs duties related to affordable housing, redevelopment, and loan programs. The incumbent assembles files pertaining to real estate loans.

EMPLOYMENT STANDARDS

Any combination of education and experience sufficient to directly demonstrate possession and application of the following:

Knowledge of: Modern office practices and department specific methods, procedures, policies, and regulations; basic principles and practices of affordable housing programs; redevelopment of local community resources; basic nature of real estate sales processes; real property liens and title issues; modern office procedures and practices; software program skills; and interviewing techniques for obtaining factual information.

Ability to: Answer a variety of questions related to department programs and processes; exercise sound judgment when initiating processes, actions, and alternatives within established procedures and regulations; interpret and explain procedures to others; provide verbal and written instruction to others; exercise sound judgment when prioritizing, organizing, assigning, and monitoring workload; learn housing program regulations and eligibility standards; interpret and enforce regulations and policies; conduct detailed research and accurately calculate assistance; provide accurate reports of expenditures using housing and spreadsheet computer programs; maintain organized, accurate, and complete case files and database information; relate to and communicate with low income, minority, senior, and citizens with disabilities; learn a variety of duties related to servicing affordable housing loans; learn to explain regulations regarding affordable housing programs; deal cooperatively and communicate effectively with co-workers, other county departments, other agencies, and the general public; work well under time constraints; and operate a personal computer and basic office equipment.

These standards are typically attained with two (2) years of full-time experience performing clerical duties in an office environment.

SPECIAL REQUIREMENTS

Possession of a valid California driver license may be required.

PHYSICAL DEMANDS AND WORK ENVIRONMENT

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to stand; walk; climb or balance; and stoop, kneel, crouch, or crawl. The employee is frequently required to sit; use hands to finger, handle, or feel; reach with hands and arms; and talk or hear. The employee must occasionally lift and/or move up to 10 pounds. Specific vision abilities required by this job include close vision, distance vision, and ability to adjust focus.

It is also required for the employee to operate a motor vehicle, computer, telephone, and fax machine on a regular basis; to occasionally remove and replace files from cabinets; and to occasionally speak to large groups.

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is occasionally exposed to outside weather conditions. The noise level in the work environment is usually quiet.

NEW 10/19
CS1205

HOUSING PROGRAMS SPECIALIST I

DEFINITION

Under close supervision, employees in this class perform duties connected with housing assistance programs, departmental organization, and program casework services or duties; to carry out case recommendations and other assigned duties related to affordable housing, redevelopment, and/or loan programs; and to perform related work as required.

DISTINGUISHING CHARACTERISTICS

Housing Programs Specialist I is the entry level in the Housing Programs Specialist series. Employees in this class receive in-service training, and are given detailed instructions in the performance of routine duties related to housing assistance programs, caseload administration, affordable housing, redevelopment, and/or loan programs. As requisite skills and knowledge are developed, greater independence and the full scope of responsibility are exercised.

EXAMPLES OF ESSENTIAL DUTIES

The following are job duties typically performed by employees in this classification. Not all the job duties listed are necessarily performed by each incumbent in this classification. For the Housing Programs Specialist I, duties are performed at the entry level.

Obtain, review, and, compile information and verifications to determine eligibility for affordable housing programs; determine level of assistance in accordance with program rules, regulations, and County procedures; conduct individual and group presentations for program participants and interested community groups; research local rental market trends for rent reasonableness; compile local available units information; negotiate rents with landlords; coordinate leasing process between landlord and tenant; schedule and perform Housing Quality Standards Inspections; prepare leasing documents; monitor participant eligibility for continued assistance; collect and enter data in department software; initiate investigation of suspected fraud and calculate overpayments; maintain extensive case file documentation; provide referral information for supportive services; calculate client escrow accounts and monitor progress in achieving economic self-sufficiency; assist in Fair Housing workshops and complaint processing; participate in related committees.

Duties may include the following: provide support to senior staff on affordable housing and redevelopment projects; perform field surveys to gather economic and housing quality data to be used in the preparation of grant applications submitted by Housing and the Community Action Agency; prepare program mailings; prepare routine housing reports and forms; maintain files; maintain outstanding loan files for actions related to property insurance, property taxes, title, foreclosures, and loan compliance; complete payment requests for invoices; arrange for appraisals, pest inspections, and lead-based paint inspections; obtain title documents, credit reports, or other items necessary for a real estate loan; and perform other related duties as assigned.

Housing Choice Voucher Caseworker: Incumbent performs a variety of duties related to housing assistance programs. The incumbent works with landlords, tenants, and community agencies to assist low-income families in obtaining affordable rental housing.

Housing Development: Incumbent performs duties related to affordable housing, redevelopment and loan programs. The incumbent assembles files pertaining to real estate loans.

EMPLOYMENT STANDARDS

Note: The level and scope of the knowledge and skills listed below are related to job duties as distinguished between the two levels in the Definition section

Any combination of education and experience sufficient to directly demonstrate possession and application of the following:

Knowledge of: Basic principles and practices of affordable housing programs; redevelopment local community resources; basic nature of real estate sales processes; real property liens and title issues; modern office procedures and practices; software program skills; and interviewing techniques for obtaining factual information.

Ability to: Learn housing program regulations and eligibility standards; interpret and enforce regulations and policies; conduct detailed research and accurately calculate assistance; provide accurate reports of expenditures using housing and spreadsheet computer programs; maintain organized, accurate, and complete case files and database information; learn to perform field inspections of housing units for compliance with Housing Quality Standards; relate to and communicate with low-income, minority, senior, and citizens with disabilities; learn a variety of duties related to servicing affordable housing loans; learn to explain regulations regarding affordable housing programs; deal cooperatively and communicate effectively with co-workers,

other county departments, other agencies, and the general public; work well under time constraints; and operate a personal computer and basic office equipment.

These standards are typically attained with two years of experience in a housing-related field, social service program, or community development program **OR** one (1) year experience as an Assistant Housing Program Specialist with Shasta County.

SPECIAL REQUIREMENTS

Possession of a valid California driver license may be required.

PHYSICAL DEMANDS AND WORK ENVIRONMENT

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to stand;; walk;; climb, or balance; and stoop, kneel, crouch, or crawl. The employee is frequently required to sit; use hands to finger, handle, or feel; reach with hands and arms; and talk or hear. The employee must occasionally lift and/or move up to 10 pounds. Specific vision abilities required by this job include close vision, distance vision, and ability to adjust focus.

It is also required for the employee to operate a motor vehicle, computer, telephone, and fax machine on a regular basis; to occasionally remove and replace files from cabinets; and to occasionally speak to large groups.

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is occasionally exposed to outside weather conditions. The noise level in the work environment is usually quiet.

NEW 10/19
CS1206

HOUSING PROGRAMS SPECIALIST II

DEFINITION

Under general supervision, to independently perform routine duties related to housing assistance programs, caseload administration, affordable housing, redevelopment, and/or loan programs; and to perform related work as required.

DISTINGUISHING CHARACTERISTICS

Housing Programs Specialist II is the journey level in the Housing Programs Specialist series. Under the Housing Choice Voucher Caseworker designation, employees are expected to manage a full, multi-program caseload independently, referring non-procedural questions to the supervisor. Positions in this class are normally filled by advancement from the lower level of Housing Programs Specialist I, or if filled from the outside, require prior closely related experience.

EXAMPLES OF ESSENTIAL DUTIES

The following are job duties typically performed by employees in this classification. Not all the job duties listed are necessarily performed by each incumbent in this classification. For the Housing Programs Specialist II, duties are performed at the journey level.

Obtain, review, and compile information and verifications to determine eligibility for affordable housing programs; determine level of assistance in accordance with program rules, regulations, and County procedures; conduct individual and group presentations for program participants and interested community groups; research local rental market trends for rent reasonableness; compile local available units information; negotiate rents with landlords; coordinate leasing process between landlord and tenant; schedule and perform Housing Quality Standards Inspections; prepare leasing documents; monitor participant eligibility for continued assistance; collect and enter data in department software; initiate investigation of suspected fraud and calculate overpayments; maintain extensive case file documentation; provide referral information for supportive services; calculate client escrow accounts and monitor progress in achieving economic self-sufficiency; assist in Fair Housing workshops and complaint processing; participate in related committees.

Duties may include the following: provide support to senior staff on affordable housing and redevelopment projects, perform field surveys to gather economic and housing quality data to be used in the preparation of grant applications submitted by Housing and the Community Action Agency; prepare program mailings; prepare routine housing reports and forms; maintain files; maintain outstanding loan files for actions related to property insurance, property taxes, title, foreclosures, and loan compliance; complete payment requests for invoices; arrange for appraisals, pest inspections, and lead based paint inspections; obtain title documents, credit reports, or other items necessary for a real estate loan; and perform other related duties as assigned.

Housing Choice Voucher Caseworker: Incumbent performs a variety of duties related to housing assistance programs. The incumbent works with landlords, tenants, and community agencies to assist low-income families in obtaining affordable rental housing.

Housing Development: Incumbent performs duties related to affordable housing, redevelopment and loan programs. The incumbent assembles files pertaining to real estate loans.

EMPLOYMENT STANDARDS

Note: The level and scope of the knowledge and skills listed below are related to job duties as distinguished between the two levels in the Definition section

Any combination of education and experience sufficient to directly demonstrate possession and application of the following:

Knowledge of: Basic principles and practices of affordable housing programs; redevelopment local community resources; basic nature of real estate sales processes; real property liens and title issues; modern office procedures and practices; software program skills, and interviewing techniques for obtaining factual information.

Ability to: Learn housing program regulations and eligibility standards; interpret and enforce regulations and policies; conduct detailed research and accurately calculate assistance; provide accurate reports of expenditures using housing and spreadsheet computer programs; maintain organized, accurate, and complete case files and database information; learn to perform field inspections of housing units for compliance with Housing Quality Standards; relate to and communicate with low income, minority, senior, and citizens with disabilities; learn a variety of duties related to servicing affordable housing loans; learn to explain regulations regarding affordable housing programs; deal cooperatively and communicate effectively with co-workers, other county departments, other agencies and the general public; work well under time constraints; and operate a personal computer and basic office equipment.

These standards are typically attained with three (3) years of experience in a housing-related field, social service program, or community development program OR one (1) year experience as a Housing Program Specialist I with Shasta County.

SPECIAL REQUIREMENTS

Possession of a valid California driver license may be required.

PHYSICAL DEMANDS AND WORK ENVIRONMENT

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to stand; walk; climb or balance; and stoop, kneel, crouch, or crawl. The employee is frequently required to sit; use hands to finger, handle, or feel; reach with hands and arms; and talk or hear. The employee must occasionally lift and/or move up to 10 pounds. Specific vision abilities required by this job include close vision, distance vision, and ability to adjust focus.

It is also required for the employee to operate a motor vehicle, computer, telephone, and fax machine on a regular basis; to occasionally remove and replace files from cabinets; and to occasionally speak to large groups.

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is occasionally exposed to outside weather conditions. The noise level in the work environment is usually quiet.

NEW 10/19
CS1207

HOUSING PROGRAMS SPECIALIST III

DEFINITION

Under general supervision, to manage a complex program caseload or duties; to provide lead direction and/or perform specialized technical assignments independently related to housing assistance programs, caseload administration, affordable housing, redevelopment, and/or loan programs; and to perform other related work as required.

DISTINGUISHING CHARACTERISTICS

Housing Programs Specialist III is the advanced journey level in the Housing Programs Specialist series. Employees at this level are expected to handle the more complex and technically difficult assignments. Incumbents in the Housing Programs Specialist III classification receive supervision from a Housing Supervisor or Program Manager. A Housing Programs Specialist III has no responsibility for direct supervision of others but may provide lead direction to other Housing Programs Specialists.

EXAMPLES OF ESSENTIAL DUTIES

The following are job duties typically performed by employees in this classification. Not all the job duties listed are necessarily performed by each incumbent in this classification. For the Housing Programs Specialist III, duties are performed at the advanced journey level.

Obtain, review, and compile information and verifications to determine eligibility for affordable housing programs; determine level of assistance in accordance with program rules, regulations, and County procedures; conduct individual and group presentations for program participants and interested community groups; research local rental market trends for rent reasonableness; compile local available units information; negotiate rents with landlords; coordinate leasing process between landlord and tenant; schedule and perform Housing Quality Standards Inspections; prepare leasing documents; monitor participant eligibility for continued assistance; collect and enter data in department software; initiate investigation of suspected fraud and calculate overpayments; maintain extensive case file documentation; provide referral information for supportive services; calculate client escrow accounts and monitor progress in achieving economic self-sufficiency; assist in Fair Housing workshops and complaint processing; participate in related committees.

Duties may include the following: provide support to senior staff on affordable housing and redevelopment projects; perform field surveys to gather economic and housing quality data to be used in the preparation of grant applications submitted by Housing and the Community Action Agency; prepare program mailings; prepare routine housing reports and forms; maintain files; maintain outstanding loan files for actions related to property insurance, property taxes, title, foreclosures, and loan compliance; complete payment requests for invoices; arrange for appraisals, pest inspections, and lead based paint inspections; obtain title documents, credit reports, or other items necessary for a real estate loan; and perform other related duties as assigned.

Housing Choice Voucher Caseworker: Incumbent performs a variety of duties related to housing assistance programs. The incumbent works with landlords, tenants, and community agencies to assist low-income families in obtaining affordable rental housing.

Housing Development: Incumbent performs duties related to affordable housing, redevelopment, and loan programs. The incumbent assembles files pertaining to real estate loans.

EMPLOYMENT STANDARDS

Note: The level and scope of the knowledge and skills listed below are related to job duties as distinguished between the entry and journey levels in the Definition section.

Any combination of education and experience sufficient to directly demonstrate possession and application of the following:

Knowledge of: Laws, rules, and regulations governing affordable housing programs; principles and practices of affordable housing programs; redevelopment local community resources; nature of real estate sales processes; real property liens and title issues; modern office procedures and practices; software program skills and interviewing techniques for obtaining factual information.

Ability to: Lead, direct, and train other Housing Programs Specialist staff; evaluate and make appropriate recommendations and corrections on selected cases or situations; understand housing program regulations and eligibility standards; interpret and enforce regulations and policies; conduct detailed research and accurately calculate assistance; provide accurate reports of expenditures using housing and spreadsheet computer programs; maintain organized, accurate, and complete case files and database information; learn to perform field inspections of housing units for compliance with Housing Quality Standards; relate to and communicate with low income, minority, senior, and citizens with disabilities; learn a variety of duties related to servicing affordable housing loans; learn to explain regulations regarding affordable housing programs; deal cooperatively and communicate effectively with co-workers, other county departments, other agencies, and the general public; work well under time constraints; and operate a personal computer and basic office equipment.

These standards are typically attained with three (3) years of full-time experience as a Housing Programs Specialist II or comparable experience.

SPECIAL REQUIREMENTS

Possession of a valid California driver license may be required.

PHYSICAL DEMANDS AND WORK ENVIRONMENT

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to stand; walk; climb or balance; and stoop, kneel, crouch, or crawl. The employee is frequently required to sit; use hands to finger, handle, or feel; reach with hands and arms; and talk or hear. The employee must occasionally lift and/or move up to 10 pounds. Specific vision abilities required by this job include close vision, distance vision, and ability to adjust focus.

It is also required for the employee to operate a motor vehicle, computer, telephone, and fax machine on a regular basis; to occasionally remove and replace files from cabinets; and to occasionally speak to large groups.

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is occasionally exposed to outside weather conditions. The noise level in the work environment is usually quiet.

NEW 10/19
CS1208

COUNTY INFORMATION SECURITY OFFICER (CISO)

DEFINITION

Under general direction, is responsible for planning, organizing, implementing, and directing the County's global information security program that includes security awareness, risk assessment and mitigation management, business impact analysis, disaster recovery, business resumption; acts in the Chief Information Officer's (CIO's) and Deputy Director(s)' absence when appropriate; and performs related work as required.

DISTINGUISHING CHARACTERISTICS

This is a senior management class and reports directly to the Chief Information Officer (CIO). This class is responsible to plan, organize, implement, and manage the County's Information Security Program and related activities. The CISO will collaborate with and receive general program direction from the CIO and the Deputy Director(s). The incumbent may exercise direct supervision over subordinate staff; must be a highly communicative and collaborative leader who establishes strong partnerships with internal and external County partners. The position requires a high-quality service delivery orientation with an emphasis on technology security management. Must demonstrate a strong understanding of technology across all disciplines, including: host systems, networking and infrastructure, telecommunications, computer room operations, in-house software development and support, packaged and vendor software support, desktop services, workstation hardware support, and project management.

EXAMPLES OF DUTIES

Duties may include, but are not limited to, the following: develops, secures approval, establishes, implements, and maintains the County's Information Security Program; drafts and maintains the County's Information Security policy in conference with other County agencies and departments for executive management review and approval; participates in Countywide and department specific technology meetings for discussion and dissemination of information security topics and related programs; acts as a consultant to all County IT staff in the review of security policies, computer operations, access controls, system development, and data communications security; provides subject matter expertise to executive management on a broad range of information security standards and best practices; makes verbal and written presentations to the County Board of Supervisors, County Executive Officer, and/or department heads; ensures that security programs are in compliance with applicable laws, regulations, and policies to minimize or eliminate risk and audit findings; develops effective disaster recovery policies and standards; coordinates the development of implementation plans and procedures to ensure that business-critical services are recovered in the event of a declared disaster, and provides direction and in-house consulting in these areas; acts as the central point of contact for the County for Information Technology related security incidents or violations and assists Information Technology staff and others (e.g., Law Enforcement, Auditors) in investigating security violations; maintains records and written reports; conducts security risk assessments and business impact analysis of all county departments to ensure a comprehensive county-wide business resumption plan has been developed; manages

security incidents and events to protect corporate IT assets, including intellectual property, fixed assets, and the company's risk liability; creates and facilitate the information security risk assessment process, including reporting and oversight of remediation efforts to address negative findings; develops and manage information security budgets; provides strategic and tactical security guidance for all IT projects, including the evaluation and recommendation of technical controls; develops business-relevant metrics to measure the efficiency and effectiveness of the program, facilitate appropriate resource allocation, and increase the maturity of the security program; participates in hiring interviews and selection; provides training and evaluates subordinate staff; attends and participates in professional group meetings and stays current on new trends and innovations in the field of information technology; provides and promotes excellence in customer service for both internal and external customers.

EMPLOYMENT STANDARDS

Any combination of education and experience sufficient to directly demonstrate possession and application of the following:

Knowledge of: Principles, frameworks, and methods used in the analysis and development of information security systems and procedures; modern information technology, systems, and software, including records, storage, and handling techniques; risk/threat assessment process and practices; principles of disaster recovery and business continuity planning; principles of effective multifactor identification, and identity management; project management skills; financial/budget management; scheduling and resource management; knowledge of security and control frameworks, such as ISO 17799, CobiT, COSO, and ITIL; principles and practices of supervision and personnel management and training; organization, operations, and procedures of the County Information Technology Department.

Ability to: Understand the benefits and risks of various IT security solutions; develop information security services related policy and strategy; exercise a high degree of initiative and dependability; establish goals and objectives and follow through on them; manage multiple, simultaneous, significant information security related initiatives and responses; demonstrate ability to establish and maintain effective partnerships, through collaboration and teamwork, to assure effective use of information technology in support of the County's business needs; communicate effectively, both orally and in writing; address security needs with flexible, user-friendly solutions; prepare and present effective, clear, and concise policy documents, reports, and correspondence; coordinate department objectives with the general goals of the total organization and its various operations; ensure quality management techniques are used to provide information security services that meet customer needs; provide effective supervision and evaluate assigned staff, including evaluation of staff training needs and making provisions for meeting these needs.

These employment standards are typically attained with:

- A Bachelor's degree in Computer Security, Computer Science, Communications, Information Technology, Business Administration, or related degree **OR** four years of management experience in an Information Technology organization

AND

- Three years of progressively responsible experience in Information Technology management in a local government setting or equivalent in a county Information Technology department or related management experience in private, non-profit, or public sector organization

A current professional security management certification, such as Certified Information Systems Security Professional (CISSP), Certified Information Security Manager (CISM), Certified Information Systems Auditor (CISA), or other similar credentials may be substituted for the required education.

SPECIAL REQUIREMENTS:

Possession of an appropriate California driver license.

PHYSICAL DEMANDS AND WORK ENVIRONMENT

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to sit. The employee is occasionally required to use hands to finger, handle, or feel and talk or hear. The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision and color vision.

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually moderate.

NEW 10/2019
CS 1209

IT O365 ADMINISTRATOR

DEFINITION

Under general direction, provide administration, planning, technical support for, and management of cloud-based solutions (currently Microsoft O365) and related applications at Shasta County; to provide excellent customer service; and to perform related work as required.

DISTINGUISHING CHARACTERISTICS

The IT O365 Administrator is expected to work under general direction to carry out complex assignments and projects and to perform technical support for the County's Microsoft tenant and related online collaboration solutions. The O365 Administrator performs independently and is proficient in all aspects of Office 365 management and administration. The incumbent will have strong interpersonal and communication skills; is capable of explaining procedures in writing or verbally; and possesses good phone skills.

EXAMPLES OF ESSENTIAL DUTIES

This position requires the ability to: perform a variety of complex tasks related to Microsoft Office 365 administration for an enterprise environment, including its identities, security, compliance, and supporting technologies; research and respond to staff and management technical inquiries concerning the Office 365 environment; participate in the evaluation of available hardware, software, and storage options and facilitates adoption discussions; provide input on implementation, training, and other costs; manage County subscriptions and securities; participate in upgrades; provide project and/or team leadership for O365 application implementations; develop, implement, and maintain backup and recovery procedures to ensure data integrity, security, and recoverability of data; prepare and implement business continuity and disaster recovery planning for cloud-hosted solutions; create and maintain performance measuring and reporting systems; analyze performance data to determine need for modification to meet current and future needs; confer and consult with management and other technical staff and vendors as required; create and maintain O365 documentation, including governance frameworks; understand and implement security and security strategies; consider security at each phase of planning and design; represent Office 365 support at meetings; provide technical training as required; work closely with development, networking, and desktop teams to assist with design and implementation of Office 365 services and solutions; assist with interface implementation to other systems; confer with IT Supervisor(s) to ensure that proposed solutions are appropriate; perform other related projects and tasks as required/assigned.

Specific Duties May Include:

- Provide primary management, monitoring, and support for Office 365 services in a hybrid infrastructure;
- Maintain a highly secure system through proper configuration and system access monitoring;
- Assist with the migration of large volumes of data into the cloud platform;
- Maintenance/sustainment of existing client SharePoint sites and sub sites, lists, libraries, and content;

- Maintenance and sustainment of additional complimentary Sharepoint functionality for customer sub sites, lists, libraries, and content;
- Conduct routine monitoring and analysis to include Audit Log Reports evaluation, system and storage utilization reports, site and system usage, growth reports, and manage site collection quota settings;
- Troubleshoot and resolve various issues including connectivity to cloud services and mobility; escalate and track vendor support communications and responses;
- Proactive lifecycle management - Stay current on upcoming changes to cloud platforms, collaboration apps, and service offerings to facilitate and assist with effective configuration, implementation, and ongoing maintenance;
- Monitor and communicate to stakeholders the performance of the services;
- Create and maintain backup and redundancy strategies;
- Assist with the creation of policies and governance around the proper use of Office 365 services and support, utilizing industry standards and best practices;
- Accurately document and record all support activities in the Help desk system to provide performance measurement against service level agreements (SLAs);
- Champion the adoption of Office 365 services as appropriate for County business (SharePoint, One Drive, Teams, Dynamics, etc.);
- Collaborate with other IT team members, including desktop services, networking, security, and data center operation teams to ensure cross training and facilitate effective issue resolution;
- Provide or assist with selection of training resources; assist in developing long-term strategies and capacity planning for meeting future O365 administration, support, and configuration of MS Office O365 for County needs;
- Coach and mentor team members on best practices for cloud-hosted technologies;
- Provide support and suggestions for improving departmental processes;
- Assist in the research and evaluation of support tools and methodologies.

EMPLOYMENT STANDARDS

Any combination of education and experience sufficient to directly demonstrate possession and application of the following:

Knowledge of: Foundational considerations and benefits of adopting cloud services in general and the Software as a Service (SaaS) cloud model; Enterprise level Office 365 administration, management, and troubleshooting tools and techniques; security methodologies and protocols (e.g., STIGs, NIST), object level privileges, RBAC, and other security best practices; identity management thru Active Directory and multi-factor authentication; operations in a multi-platform and/or hybrid environment; access permissions management; working knowledge of networking, server administration, and IT fundamentals such as DNS, Active Directory, and PowerShell; ITSM knowledge and experience; current Microsoft Office 365 product family; Windows operating systems and networking; fundamentals of Server administration and configuration; fundamentals of Networking; performance management and monitoring tools and methods; Powershell scripting

Ability to:

Configure, administer, and manage cloud-based environments and systems; analyze and effectively troubleshoot tenant administration and related application administration issues; assist with defining Active Directory structures and GPO to support cloud security and feature management, as well as promote administrator productivity; export usage and licensing information thru Office 365 reporting toolsets; work effectively with a diverse project team in a highly visible, fast-paced, and changing project environment; perform problem resolution and cause analysis, as well as recommend and implement preventative techniques; analyze, design, implement, and maintain new applications within the O365 environment to support County business needs; create and update technical documentation, including O365 governance and policy creation and periodic reviews; understand, translate, and coordinate requirements into efficient and secure usage of products; demonstrate good time management skills by organizing work and desk space, managing priorities, meeting critical deadlines, and follow up on assignments with a minimal of direction; adhere to and suggest improvements for standards in place at Shasta County for Office 365 solutions; plan and implement changes to cloud-based systems; independently problem-solve; assess causes of failures and initiate corrective action; liaise with the vendor if/as appropriate; establish and maintain effective working relationships with department staff, other County departments, other agencies, and the public; communicate clearly and concisely, both orally and in writing; and handle multiple tasks with shifting priorities.

These employment standards are typically attained with the equivalent of a Bachelor's degree in Computer Science or a related field of study, and at least three years of experience in administering large-scale O365 or hybrid environments. One year of Sharepoint administration experience is desired. Any combination of relevant education and work experience may be substituted for the required education on a year-for-year basis. Current O365 certification(s) is/are preferred.

SPECIAL REQUIREMENTS

Possession of an appropriate California driver license may be required for some positions. Depending upon assignment, an incumbent may need to regularly have access to and utilize a suitable personal vehicle in the course of business (mileage is reimbursed at the IRS rate). Proof of adequate insurance for the vehicle may be required.

PHYSICAL DEMANDS AND WORK ENVIRONMENT

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to sit; use hands to finger, handle or feel objects, tools, or controls; and talk or hear. The employee occasionally is required to stand; walk; reach with hands and arms; and stoop, kneel, crouch, or crawl.

The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision and color vision.

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee occasionally works in outside weather conditions.

The noise level in the work environment is usually moderate.

NEW 10/2019

CS 1210

CLERK/ELECTIONS SPECIALIST III

DEFINITION

Under minimal supervision, coordinate and perform a wide variety of highly responsible, specialized, and technical election activities and information systems tasks; perform special assignments; may serve as a lead worker and provide training and work assignments to a group of Clerk/Elections staff; and perform related work as required.

DISTINGUISHING CHARACTERISTICS

The Clerk/Elections Specialist III is the advanced journey level in the Clerk/Elections Specialist series. Positions at this level differ from the lower level of Clerk Elections Specialist I/II by the complexity and difficulty of the work performed. The Clerk/Elections Specialist III class may provide supervision and training to assigned staff and may participate in special projects such as audits and/or quality control reviews.

EXAMPLES OF DUTIES

Under minimal supervision, employees exercise considerable initiative and judgment in applying, creating, and updating general instructions to a variety of situations requiring detailed knowledge of federal, state, county, and municipal election laws, administrative rules and guidelines, procedures, and policies related to specific aspects of the department.

Oversee, monitor, and participate in the day to day operations of the candidate services section including responsibility for candidate filings; update and prepare candidate guideline manual; administer state mandated programs regarding conflict of interest and campaign disclosures; provide factual information to public regarding election procedures; prepare and control all election files; prepare sample ballots, proof, and mail.

Oversee, monitor, and participate in the day-to-day operations of the election officers and polling place selection, including responsibility for the recruiting of all election officers and polling places within the County; maintain the precinct supplies and supervise packing operations; prepare and present election officers training courses; publish legal notices for elections; understand and utilize geographic information system (GIS) to review and understand district and boundary mapping updates; complete and verify data entry of district code and street index systems.

Oversee and monitor Data Processing Section including responsibility to receive, prepare, and enter source documents and verify accuracy of data entered; maintain records, perform routine audits, and monitoring of coding; accept, process, and maintain the voter registration affidavits; monitor the application of daily transactions to the elections management system; perform systems support functions; trouble shoot operating problems with software or hardware.

Oversee, monitor, and participate in the day to day operations of the Voter Registration/Outreach Section, including responsibility for all voter registration records, backup and maintenance of voter

rolls, purge procedures, signature checking control; issue and receive absentee/mail ballots and process for County.

Oversee, monitor, and participate in the day-to-day operations of the Clerk functions of the office, including act as a passport application acceptance agent; prepare marriage licenses, passport transmittal documents, notary papers; applications for bonded technicians; and demonstrate clear and concise understanding of government and election laws and procedures as they pertain to the department; understand and interpret government laws in order to monitor, audit, review, and update forms, policy, and procedures for accepting and processing applications for marriage licenses, fictitious business names, bonded technician applications, and other legal documents as assigned.

Direct work of and instruct extra help employees on a seasonal basis. File and maintain Grand Jury reports; register process servers and professional photocopiers and issue appropriate identification cards; provide technical assistance to the public and provide appropriate forms. Participate in the maintenance of filing and record keeping systems. Draft independent and non-routine correspondence, reports, communications, memorandums, etc. to provide information, answer inquiries, and/or respond to requests. Other duties as assigned.

EMPLOYMENT STANDARDS

Any combination of education and experience sufficient to directly demonstrate possession and application of the following:

Knowledge of: Modern office methods, procedures, and equipment; relevant statutes and ordinances governing election laws, regulations, and procedures; general laws, regulations, and codes governing clerk operations; record keeping principals and procedures; basic business data processing principles; and office administration practices and procedures including filing and operation of standard office equipment.

Ability to: Perform, monitor, and audit specialized and complex clerk and election support work; organize, research, and coordinate files and databases; use initiative and sound independent judgement within established guidelines and perform detailed clerical work with accuracy and without continuous supervision; understand, explain, and apply legal regulations and procedures; make accurate arithmetic calculations, including percentages and decimals; train, coordinate, and monitor the work of others, including regular and temporary staff doing a variety of detailed clerk and election functions; and deal courteously and tactfully with other employees and public.

These standards are typically attained with two (2) years of experience comparable to a Clerk/Elections Specialist II with Shasta County.

SPECIAL REQUIREMENTS

Possession of a valid California driver license.

PHYSICAL DEMANDS AND WORK ENVIRONMENT

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

On a continuous basis, sit at desk and in meetings for long periods of time. Intermittently twist to reach equipment surrounding desk; perform simple grasping and fine manipulation; use telephone and communicate through written means.

While performing the duties of this job, the employee is regularly required to use hands to finger, hand, or feel object, tools, or controls; reach with hands and arms; and talk or hear. The employee is occasionally required to stand, walk, sit, climb, or balance; and stoop, kneel, crouch, or crawl.

The employee must regularly lift and/or move up to 10 pounds, frequently lift and/or move up to 25 pounds, and occasionally lift and/or move up to 50 pounds. Specific vision abilities required by this job include close vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

NEW 10/19
CS1211

HAZARDOUS MATERIALS SPECIALIST I

DEFINITION

The Hazardous Materials Specialist I is the entry level class for the Hazardous Materials Specialist series. This class receives on-the-job training with respect to the regulation of Hazardous Materials, Hazardous Waste, Underground Storage Tanks, and Aboveground Petroleum Storage Tanks.

DISTINGUISHING CHARACTERISTICS

Initially under supervisory guidance, incumbents perform the more routine field inspection and office assignments related to procedures and specific techniques required by the Certified Unified Program Agency (CUPA) programs. As experience is gained, duties gradually become more diversified and are performed under more general supervision.

EXAMPLES OF ESSENTIAL DUTIES

Conducts routine CUPA inspections; reviews and enters facility and inspection data into the California Environmental Reporting System; reviews, plans, and performs related field and office duties as required.

EMPLOYMENT STANDARDS

Any combination of education and experience sufficient to directly demonstrate possession and application of the following:

Knowledge of: Basic principles of physical, biological, and social sciences used in environmental quality control.

Ability to: Learn and apply provisions of the Health and Safety Code and California Code of Regulations; analyze situations and site conditions accurately and take effective action; establish and maintain cooperative relationships with others; prepare clear and concise reports.

These standards are typically attained with possession of a Bachelor's degree from an accredited college or institution in one or more of the following disciplines: biological, chemical, physical, environmental or geological science, environmental health, environmental or sanitary engineering, toxicology, industrial hygiene, hazardous materials management.

One year of related experience in hazardous material management, regulatory compliance, analysis or research, environmental research, environmental health, monitoring, surveillance or enforcement, or resource recovery is desirable, but not required.

Registration as an Environmental Health Specialist by the California Department of Public Health is desirable, but not required.

SPECIAL REQUIREMENTS

Possession of an appropriate California driver license.

PHYSICAL DEMANDS AND WORK ENVIRONMENT

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to walk and use hands to finger, handle, or feel. The employee is occasionally required to stand; sit; reach with hands and arms; climb or balance; stoop, kneel, crouch, or crawl; and taste or smell. The employee must regularly lift and/or move up to 10 pounds and occasionally lift and/or move up to 50 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus.

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is occasionally exposed to moving mechanical parts, fumes or airborne particles, toxic or caustic chemicals, outside weather conditions, and risk of electrical shock. The noise level in the work environment is usually moderate to loud. The employee may be exposed to snakes, bees, poison oak, and other allergens.

NEW 10/19
CS1212

HAZARDOUS MATERIALS SPECIALIST II

DEFINITION

The Hazardous Materials Specialist II is the journey level position in the Hazardous Materials Specialist series. Under general supervision, incumbents perform moderately complex Certified Unified Program Agency (CUPA) Program inspections, investigations, and enforcement relating to hazardous materials laws and regulatory compliance.

DISTINGUISHING CHARACTERISTICS

Under general supervision, incumbents perform a variety of moderately complex inspection and regulatory duties. Incumbents are also expected to assist businesses in the development and implementation of emergency response programs.

EXAMPLES OF ESSENTIAL DUTIES

Performs a variety of assignments which require interpreting and implementing hazardous materials laws and regulations; provides information services to the public; performs inspections of regulated facilities to determine compliance with applicable environmental laws; conducts investigations, gathers evidence, and analyzes data to properly assess regulatory compliance; conducts routine CUPA inspections; reviews and enters facility and inspection data into the California Environmental Reporting System; reviews, plans, and performs related field and office duties as required.

EMPLOYMENT STANDARDS

Any combination of education and experience sufficient to directly demonstrate possession and application of the following:

Knowledge of: Basic principles of physical, biological, and social sciences used in environmental quality control.

Ability to: Learn and apply provisions of the Health and Safety Code and California Code of Regulations; analyze situations accurately and take effective action; establish and maintain cooperative relationships with others; prepare clear and concise reports.

These standards are typically attained with possession of a Bachelor's degree from an accredited college or institution in one or more of the following disciplines: biological, chemical, physical, environmental or geological science, environmental health, environmental or sanitary engineering, toxicology, industrial hygiene, or hazardous materials management AND one year of related experience in hazardous material management, regulation, analysis or research, environmental research, environmental health, monitoring, surveillance or enforcement, or resource recovery is required.

Registration as an Environmental Health Specialist by the California Department of Public Health is desirable, but not required.

SPECIAL REQUIREMENTS

Possession of an appropriate California driver license; certification in Aboveground Petroleum Storage Tank Inspections and ICC Inspector certification for Underground Storage Tanks.

PHYSICAL DEMANDS AND WORK ENVIRONMENT

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to walk and use hands to finger, handle, or feel. The employee is occasionally required to stand; sit; reach with hands and arms; climb or balance; stoop, kneel, crouch, or crawl; and taste or smell. The employee must regularly lift and/or move up to 10 pounds and occasionally lift and/or move up to 50 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus.

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is occasionally exposed to moving mechanical parts, fumes or airborne particles, toxic or caustic chemicals, outside weather conditions, and risk of electrical shock. The noise level in the work environment is usually moderate to loud. The employee may be exposed to snakes, bees, poison oak, and other allergens.

NEW 10/19
CS1213

HAZARDOUS MATERIALS SPECIALIST III

DEFINITION

The Hazardous Materials Specialist III is the senior professional level position in the Hazardous Materials Specialist series. Under limited supervision, independently performs lead duties, coordinates, and conducts the more difficult, complex regulatory Certified Unified Program Agency (CUPA) Program inspections, investigations, and enforcement of hazardous materials laws and regulatory compliance.

DISTINGUISHING CHARACTERISTICS

This position is distinguished in the HMS series by its responsibility for performing complex and technical investigations relating to all CUPA Programs. Similar level investigation in other areas of environmental health and enforcement duties may be conducted as required by the Director of Environmental Health.

EXAMPLES OF ESSENTIAL DUTIES

Performs more specific assignments which require the ability to conduct more difficult hazardous materials investigations; provides referrals for and oversees enforcement activities related to facility compliance; conducts California Accidental Release Prevention Program inspections and Tiered Permitting inspections including plan review; and related tasks. Conducts routine CUPA inspections; reviews and enters facility and inspection data into the California Environmental Reporting System; performs a variety of assignments which require interpreting and implementing hazardous materials laws and regulations; provides information services to the public; performs inspections of regulated facilities to determine compliance with applicable environmental laws; conducts investigations, gathers evidence, and analyzes data to properly assess regulatory compliance; reviews, plans, and performs related field and office duties as required.

EMPLOYMENT STANDARDS

Any combination of education and experience sufficient to directly demonstrate possession and application of the following:

Knowledge of: Basic principles of physical, biological, and social sciences used in environmental quality control and methods and techniques of inspections and investigations.

Ability to: Learn and apply provisions of the Health and Safety Code and California Code of Regulations; analyze situations accurately and take effective action; establish and maintain cooperative relationships with others; prepare clear and concise reports.

These standards are typically attained with possession of a Bachelor's degree from an accredited college or institution in one or more of the following disciplines: biological, chemical, physical, environmental or geological science, environmental health, environmental or sanitary engineering, toxicology, industrial hygiene, hazardous materials management AND three years of related experience in hazardous material management, regulation, analysis or research, environmental research, environmental health, monitoring, surveillance or enforcement, or resource recovery.

Registration as an Environmental Health Specialist by the California Department of Public Health is desirable, but not required.

SPECIAL REQUIREMENTS:

Possession of an appropriate California driver license; certification in Aboveground Petroleum Storage Tank Inspections and ICC Inspector certification for Underground Storage Tanks.

PHYSICAL DEMANDS AND WORK ENVIRONMENT:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to walk and use hands to finger, handle, or feel. The employee is occasionally required to stand; sit; reach with hands and arms; climb or balance; stoop, kneel, crouch, or crawl; and taste or smell. The employee must regularly lift and/or move up to 10 pounds and occasionally lift and/or move up to 50 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus.

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is occasionally exposed to moving mechanical parts, fumes or airborne particles, toxic or caustic chemicals, outside weather conditions, and risk of electrical shock. The noise level in the work environment is usually moderate to loud. The employee may be exposed to snakes, bees, poison oak, and other allergens.

New 10/19
CS1214

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: October 22, 2019

CATEGORY: Regular - General Government-4.

SUBJECT:

Resolution Adopting the Memorandum of Understanding between the Professional Peace Officers Association 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 Professional Peace Officers Association (PPOA) covering the period August 1, 2019 through July 31, 2022; and (2) adopt a salary resolution, effective October 27, 2019, which amends the Salary Schedule for positions in County Service pursuant to the PPOA MOU.

SUMMARY

N/A

DISCUSSION

Negotiations with PPOA began in May of 2019. The MOU current at that time was due to expire on July 31, 2019. 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 July 31, 2022.

The most significant aspect of the successor MOU are the following stipulations:

1. Effective the pay period beginning on October 27, 2019, unit employee salaries will be increased by two and one half percent (2.5%),
2. Effective the pay period beginning on August 2, 2020, unit employee salaries will be increased by three percent (3%); and
3. Effective the pay period beginning on August 1, 2021, 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 PPOA 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 bargaining process in which both the PPOA bargaining unit and the 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). The Auditor-Controller’s office also reviewed the proposal. Gage Dungy, Partner of Liebert Cassidy Whitmore, served as the County’s Chief Labor Negotiator during this process.

FISCAL IMPACT

The approximate three-year aggregate cost increase for salaries and benefits to Probation is \$482,000. The Probation Department’s Fiscal Year 2019-20 Adopted Budget includes funds appropriated for this increase and the department will include appropriate funding in future requested budgets. The Probation Department is funded by a wide variety of local, state, and federal funds including General Fund, Proposition 172, AB109 Realignment, grants, fines, and fees. The cost will be distributed equitably among all funding streams based on the programs Probation staff are assigned.

CCs:

- Larry Lees, County Executive Officer
- Terri Howat, County Chief Financial Officer
- Jenn Duval, Administrative Analyst I
- Brian Muir, Auditor – Controller
- Erin Bertain, Chief Fiscal Officer
- Shelley Forbes, Assistant Director of Support Services
- Kari Hallstrom, Personnel Analyst II
- Linda Mekelburg, Agency Staff Services Analyst II – Confidential
- Melissa Mansfield, Agency Staff Services Analyst II – Confidential
- Gage Dungy, Chief Negotiator for the County
- Jerry Camous, Chief Negotiator for PPOA

ATTACHMENTS:

Description	Upload Date	Description
Resolution	10/14/2019	Resolution
Salary Resolution	10/14/2019	Salary Resolution
PPOA MOU - Redline	10/14/2019	PPOA MOU - Redline
PPOA MOU - Final	10/14/2019	PPOA MOU - Final

RESOLUTION NO.

**A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF SHASTA
ADOPTING THE COMPREHENSIVE MEMORANDUM OF
UNDERSTANDING WITH THE
PROFESSIONAL PEACE OFFICERS ASSOCIATION
AND IMPLEMENTING THE PROVISIONS THEREOF**

BE IT RESOLVED that the Shasta County Board of Supervisors adopts the comprehensive Memorandum of Understanding with the Professional Peace Officers Association governing the period commencing August 1, 2019 and ending July 31, 2022, 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 22nd day of October, 2019 by the Board of Supervisors of the County of Shasta by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
RECUSE:

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

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By _____
Deputy

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 October 27, 2019, the following amendments are made to the Shasta County Salary Schedule for positions in County service:

<u>Footnotes</u>	<u>Classification Title</u>	<u>Class.</u> <u>Unclass.</u>	<u>Schedule</u>	<u>Range</u>	<u>Approx.</u> <u>Monthly</u> <u>A Step</u>	<u>Approx.</u> <u>Monthly</u> <u>F Step</u>
<u>FROM</u>						
40	DEPUTY PROBATION OFFICER I	C	PPOA	433	3403	4343
40	DEPUTY PROBATION OFFICER II	C	PPOA	453	3751	4789
40	DEPUTY PROBATION OFFICER III	C	PPOA	468	4037	5153
	JUVENILE DETENTION OFFICER I	C	PPOA	FLAT	2940	2940
7	JUVENILE DETENTION OFFICER II	C	PPOA	413	3086	3939
32	SUPRVSG JUVENILE DETENTION OFC	C	PPOA	433	3403	4343
40	SUPRVSG PROBATION OFFICER	C	PPOA	488	4451	5681
<u>TO</u>						
40	DEPUTY PROBATION OFFICER I	C	PPOA	433	3488	4451
40	DEPUTY PROBATION OFFICER II	C	PPOA	453	3845	4908
40	DEPUTY PROBATION OFFICER III	C	PPOA	468	4138	5281
	JUVENILE DETENTION OFFICER I	C	PPOA	FLAT	3013	3013
7	JUVENILE DETENTION OFFICER II	C	PPOA	413	3164	4038
32	SUPRVSG JUVENILE DETENTION OFC	C	PPOA	433	3488	4451
40	SUPRVSG PROBATION OFFICER	C	PPOA	488	4562	5823

Salary Resolution

October 22, 2019

Page 2 of 4

BE IT FURTHER RESOLVED that effective August 2, 2020, the following amendments are made to the Shasta County Salary Schedule for positions in County service:

<u>Footnotes</u>	<u>Classification Title</u>	<u>Class.</u> <u>Unclass.</u>	<u>Schedule</u>	<u>Range</u>	Approx. Monthly <u>A Step</u>	Approx. Monthly <u>F Step</u>
<u>FROM</u>						
40	DEPUTY PROBATION OFFICER I	C	PPOA	433	3488	4451
40	DEPUTY PROBATION OFFICER II	C	PPOA	453	3845	4908
40	DEPUTY PROBATION OFFICER III	C	PPOA	468	4138	5281
	JUVENILE DETENTION OFFICER I	C	PPOA	FLAT	3013	3013
7	JUVENILE DETENTION OFFICER II	C	PPOA	413	3164	4038
32	SUPRVSG JUVENILE DETENTION OFC	C	PPOA	433	3488	4451
40	SUPRVSG PROBATION OFFICER	C	PPOA	488	4562	5823
<u>TO</u>						
40	DEPUTY PROBATION OFFICER I	C	PPOA	433	3593	4585
40	DEPUTY PROBATION OFFICER II	C	PPOA	453	3961	5055
40	DEPUTY PROBATION OFFICER III	C	PPOA	468	4262	5440
	JUVENILE DETENTION OFFICER I	C	PPOA	FLAT	3104	3104
7	JUVENILE DETENTION OFFICER II	C	PPOA	413	3258	4159
32	SUPRVSG JUVENILE DETENTION OFC	C	PPOA	433	3593	4585
40	SUPRVSG PROBATION OFFICER	C	PPOA	488	4699	5997

Salary Resolution

October 22, 2019

Page 3 of 4

BE IT FURTHER RESOLVED that effective August 1, 2021, the following amendments are made to the Shasta County Salary Schedule for positions in County service:

<u>Footnotes</u>	<u>Classification Title</u>	<u>Class.</u> <u>Unclass.</u>	<u>Schedule</u>	<u>Range</u>	Approx. Monthly <u>A Step</u>	Approx. Monthly <u>F Step</u>
<u>FROM</u>						
40	DEPUTY PROBATION OFFICER I	C	PPOA	433	3593	4585
40	DEPUTY PROBATION OFFICER II	C	PPOA	453	3961	5055
40	DEPUTY PROBATION OFFICER III	C	PPOA	468	4262	5440
	JUVENILE DETENTION OFFICER I	C	PPOA	FLAT	3104	3104
7	JUVENILE DETENTION OFFICER II	C	PPOA	413	3258	4159
32	SUPRVSG JUVENILE DETENTION OFC	C	PPOA	433	3593	4585
40	SUPRVSG PROBATION OFFICER	C	PPOA	488	4699	5997
<u>TO</u>						
40	DEPUTY PROBATION OFFICER I	C	PPOA	433	3664	4677
40	DEPUTY PROBATION OFFICER II	C	PPOA	453	4040	5157
40	DEPUTY PROBATION OFFICER III	C	PPOA	468	4347	5549
	JUVENILE DETENTION OFFICER I	C	PPOA	FLAT	3166	3166
7	JUVENILE DETENTION OFFICER II	C	PPOA	413	3324	4242
32	SUPRVSG JUVENILE DETENTION OFC	C	PPOA	433	3664	4677
40	SUPRVSG PROBATION OFFICER	C	PPOA	488	4793	6117

DULY PASSED AND ADOPTED this 22nd day of October, 2019, by the Board of Supervisors of the County of Shasta by the following vote:

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

Salary Resolution

October 22, 2019

Page 4 of 4

LEONARD MOTY, 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

PROFESSIONAL PEACE OFFICERS ASSOCIATION



August 1, 201~~9~~⁶ through July 31, ~~2019~~²⁰²²

TABLE OF CONTENTS

<u>ARTICLE 1. PARTIES AND DEFINITIONS</u>	<u>3</u>
<u>ARTICLE 2. AUTHORIZED AGENTS</u>	<u>3</u>
<u>ARTICLE 3. RECOGNITION</u>	<u>4</u>
<u>ARTICLE 4. TERM</u>	<u>4</u>
<u>ARTICLE 5. ASSOCIATION RIGHTS</u>	<u>4</u>
<u>ARTICLE 6. COUNTY RIGHTS AND RESPONSIBILITIES</u>	<u>10</u>
<u>ARTICLE 7. NON-DISCRIMINATION AND AMERICANS WITH DISABILITIES ACT ..</u>	<u>11</u>
<u>ARTICLE 8. WAGES</u>	<u>12</u>
<u>ARTICLE 9. HOURS OF WORK.....</u>	<u>14</u>
<u>ARTICLE 10. HEALTH AND WELFARE BENEFITS</u>	<u>18</u>
<u>ARTICLE 11. RETIREMENT</u>	<u>25</u>
<u>ARTICLE 12. PAID LEAVES</u>	<u>25</u>
<u>ARTICLE 13. UNIFORMS AND ALLOWANCES FOR WORK-RELATED EXPENSES</u>	<u>31</u>
<u>ARTICLE 14. PROBATIONARY PERIOD</u>	<u>33</u>
<u>ARTICLE 15. DISCIPLINARY ACTION.....</u>	<u>34</u>
<u>ARTICLE 16. MISCELLANEOUS PROVISIONS.....</u>	<u>39</u>
<u>ARTICLE 17. GRIEVANCE PROCEDURE.....</u>	<u>41</u>
<u>ARTICLE 18. PEACEFUL PERFORMANCE.....</u>	<u>43</u>
<u>ARTICLE 19. PERSONNEL RULES</u>	<u>44</u>
<u>ARTICLE 20. FULL UNDERSTANDING, MODIFICATION AND WAIVER</u>	<u>45</u>
<u>ATTACHMENT A</u>	<u>48</u>
<u>ATTACHMENT B</u>	<u>49</u>
<u>ATTACHMENT C</u>	<u>50</u>
<u>ATTACHMENT D</u>	<u>51</u>

ARTICLE 1. PARTIES AND DEFINITIONS

1.1 This Agreement is entered into by and between the County of Shasta (hereinafter referred to as “County”) and the Professional Peace Officers Association (hereinafter referred to as “Association”) as the exclusively recognized bargaining agent for the Probation Unit (also herein referred to as “Unit”).

1.2 DEFINITIONS.

Appointing Authority. As used in this Agreement, the Appointing Authority means any person or group of persons having the power by law or ordinance to make appointment to any position in a specific department for the County of Shasta.

Department Head. As used in this Agreement, Department Head means the head of an established office or department, or his/her designee, having supervision of such department or office, and also includes all elected officers.

Day. 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 designees have been identified:

2.1 County’s principal authorized agent shall be:

County Executive Officer
County of Shasta
1450 Court Street, Suite 308 A
Redding, CA 96001
Telephone: (530) 225-5561
FAX: (530) 225-5189

2.2 Association’s principal authorized agent shall be:

Shasta County
Professional Peace Officers Association
c/o Mastagni Law Firm
1912 I Street
Sacramento, CA 95811
Telephone: (916) 446-4692
FAX: (916) 447-4614

ARTICLE 3. RECOGNITION

The County recognizes the Association as the exclusive collective bargaining agent for the Unit which includes all regular full-time and part-time employees (half time or more) in the job classifications of Supervising Probation Officer, Deputy Probation Officer I/II/III, Juvenile Detention Officer I/II, and Supervising Juvenile Detention Officer, excluding extra help employees. (Refer to Attachments for list of job classifications and salary ranges.)

ARTICLE 4. TERM

4.1 TERM.

The term of this Agreement is from August 1, ~~2016~~2019, to and inclusive of July 31, ~~2019~~2021 as ratified by the Unit on ~~July 6, 2016~~ October 9, 2019 and adopted by the Board of Supervisors at their meeting of ~~July 19, 2016~~ October 22, 2019. 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. During the month of May of the last 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 thirty (30) days prior to the term of this Agreement or on a later date by mutual agreement.

4.2 REOPENERS.

- A. Should it come to the attention of either party that there is an existing rule, practice, or policy that is not covered by the Memorandum of Understanding; upon notice the parties will meet to discuss the issue in an effort to clarify the position of each party and to resolve the matter informally.
- B. To the extent possible, any of the above reopeners shall be combined for consideration at the same meet and confer sessions.

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 Association's Board of Directors.
- B. **Representatives.** The Association's Board of Directors shall be recognized as Representatives of the Association. A County employee who is designated as a Representative 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 Representative 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 with employees represented by the Association that 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.

The 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 designee.

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, service 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 ~~acceptable to the County Auditor-Controller provided and maintained by the Association.~~ The County shall make ~~the any such authorized employee~~ deductions based on the 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.

A. INDEMNIFY AND HOLD HARMLESS. The Association fully indemnifies and holds harmless and agrees to defend the County, its officers, agents, 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.

B. 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.

~~**5.5 AGENCY SHOP.**~~

~~All regular employees in job classifications in the Unit must, as a condition of employment, be a dues-paying member of the Association or shall pay a service fee which shall not exceed the regular membership dues. An employee who elects to become a member shall remain a member during the term of this Agreement.~~

~~**A. REPRESENTATION.** The Association agrees that it has a duty to provide fair and nondiscriminatory representation to all employees in job classifications in the Unit regardless of whether or not they are dues paying members of the Association.~~

~~**B. PAYROLL DEDUCTION.** An employee hired into a job classification in the Unit shall complete the County approved form authorizing payroll deduction and return the form to the Payroll Office. If the form authorizing payroll deduction is not returned prior to the date of hire to the Payroll Office, the County shall commence making a service fee deduction from the employee's paycheck effective the first full pay period after the date of hire.~~

~~In the event an employee does not join or withdraws membership in the Association, then the sole remedy shall be involuntary payroll deductions of a service fee from such employee's paycheck.~~

~~If an employee is successful through court action or other means in avoiding the payment of dues or a service fee, the County will take no action against such employee. The Association may seek enforcement through the courts.~~

~~**C. RELIGIOUS OBJECTION.** Any employee who is a member of a bona fide religion, body, or sect which has historically held conscientious objection to joining or financially supporting public employee organizations shall not be required to join or financially support the Association as a condition of employment. Such an employee shall authorize a payroll deduction in an amount equal to the service fee to a non-religious, non-labor, charitable organization exempt from taxation under Section 501 (c) (3) of the Internal Revenue Code. Payroll deductions under this section shall only be authorized for such organizations which~~

~~have been approved by the County Auditor in accordance with Section 3502.5(a) of the Government Code.~~

~~Each person requesting exemption from payment of the service fee under this provision shall file a claim with the Association on a form provided by the Association and approved by the County. A claim for religious exemption must be filed within thirty (30) days of the hire date of an employee into a job classification in the Unit or within thirty days (30) of the effective date of the transfer, demotion, or promotion of an employee into a job classification in the Unit. Claims received after the thirty (30) day period will not be considered.~~

~~Should an employee request an exemption from payment of the service fee because he/she asserts he/she has become a member of a bona fide religion, body, or sect which has historically held conscientious objection to joining or financially supporting public employee organizations, the employee must file a claim for religious objection within thirty (30) days on a form provided by the Association and approved by the County.~~

~~The Association shall review all claims for religious exemption and notify the employee and the Payroll Office of approval or denial of the claim within thirty (30) days of receipt by the Association. An employee's sole remedy for reconsideration shall be with the Association.~~

~~**D. ELECTION TO RESCIND AGENCY SHOP.** This article may be rescinded by a majority vote of all employees voting who are in classes in the Unit, or both, and covered by the article provided that:~~

~~A request for such election is supported by a petition submitted to the County Personnel Director containing the signatures of at least thirty percent (30%) of the employees in classes covered by this article. An employee signature will be counted only if the employee is in paid status at the time the petition is submitted and the signature is dated within the thirty (30) calendar day period prior to the date of submission of the petition.~~

~~The vote is by secret ballot of employees in paid status on the last day of the pay period preceding the election.~~

~~Such election may be taken at any time during the term of this Agreement, but in no event shall there be more than one election during such term.~~

~~The election shall be conducted by the State Conciliation Service, and the cost of the election, if any, shall be paid by the proponents. The proponents shall post a \$500.00 bond with the County Personnel Director at the time of filing the petition(s) requesting a vote to rescind the article unless the County agrees to waive this provision.~~

~~**5.5. FINANCIAL REPORT.** The Association shall maintain an adequate itemized record of its expenditures and financial transactions, and shall make available annually to the County and to the employees in job classifications in the Unit a detailed written financial report thereof, in the form of a balance sheet and operating statement. Such financial report shall be made available within sixty (60) days after the end of its fiscal year and shall be certified as to its accuracy by the Association president~~

~~and treasurer or by a certified public accountant. The Association shall comply with any other legally required financial reporting.~~

~~E. **ENFORCEMENT/SEVERABILITY.** In the event that the service fee provision of the article is declared by a court of competent jurisdiction to be illegal or unenforceable, the parties agree to reopen that provision of this article for the purposes of implementing modified agency shop provisions.~~

~~F. **INDEMNIFY AND HOLD HARMLESS.** The Association 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.~~

~~5.6 **ASSOCIATION INFORMATION TO NEW EMPLOYEES.**~~

~~The County will distribute to new employees represented by the Association an information packet regarding Association membership, provided by the Association. With reasonable advance request, the County will, to the extent practicable, provide the Association with the New Hires and Termination Listings.~~

5.5. **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.

5.76 ASSOCIATION TIME BANK.

The County has established a voluntary time bank to be used for Associations business, which was implemented in 2003.

- A. Association members may voluntarily donate vacation leave credits or compensatory time off credits to an Association Time Bank (Time Bank) by designating the type and amount of leave

credit on a card provided to the County for that purpose by the Association. All such donation cards shall be signed by the member. Donations shall be in the whole hour increments and a member may not request withdrawal of any hours so donated. Additionally, all vacation hours not accrued by an employee as a result of exceeding the maximum vacation accrual limit will be put into the Vacation Donation Bank.

- B. Association members designated by the Association shall be eligible to use the Time Bank to perform Association business. Such use is subject to reasonable advance request by the Association and approval by the Department Head which should not unreasonably be denied. Should a request be granted which requires using a fill-in employee on an overtime basis to replace the employee released from duty on the time bank leave, then the additional one half (1/2) time shall also be deducted from the time bank.
- C. Approved time off will be in whole hour increments. Members may not use Time Bank hours in excess of the accrual balance in the Time Bank.
- D. The County agrees to implement such administrative procedures as are necessary in order to implement the transfer of leave credits and tracking the bank balance. Reasonable fees may be charged by the County for the administration of this program.
- E. The parties agree this Time Bank program is separate from and not governed by the time off provision as provided in Section 3505.3 of the Government Code.
- F. The parties agree that this Time Bank program is in lieu of any program authorized by any time bank or similar law enacted by the State of California. The parties each expressly waive the provisions of any such law for the duration of this Agreement.

ARTICLE 6. COUNTY RIGHTS AND RESPONSIBILITIES

6.1 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 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;
- Q. To take whatever action necessary to prepare for and operate in an emergency.

6.2 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.

6.3 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 7. NON-DISCRIMINATION AND AMERICANS WITH DISABILITIES ACT

7.1 NON-DISCRIMINATION.

The County and Association agree that:

- A. 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.

- B. 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.
- C. 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.

7.2 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) and the California Fair Employment and Housing Act (CFEHA), and any other applicable non-discrimination 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.

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 8. WAGES

8.1 GENERAL WAGES.

The County’s current wage/range table is referenced in Attachment A.

Salary Increases as follows:

- A. Effective the pay period ~~after beginning August 1~~ after beginning August 27, 2016 ~~2019~~, the County will provide a ~~three-two and one-half~~ three and one-half percent (32.5%) increase to base salary (Attachment B).
- B. Effective the pay period ~~after beginning August 21, 2017~~ after beginning August 21, 2017 ~~2020~~, the County will provide a three percent (3%) increase to base salary (Attachment C).
- C. Effective the pay period ~~after beginning August 1, 2018~~ after beginning August 1, 2018 ~~2021~~, the County will provide a two percent (2%) increase to base salary (Attachment D).

8.2 WORK ABOVE CLASSIFICATION

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:

- A. Be assigned in writing by the Department Head with the approval of the Personnel Office;
- B. Be assigned for other than training purposes;
- C. Perform the full regular duties of the higher position;
- D. 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.)
 - (1) 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.
 - (2) 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.
- E. Reestablish his/her eligibility for a higher rate by meeting the above criteria on a semi-annual basis.
- F. 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.
- G. Same or Lower Level Duties. If the work temporarily assigned is normally assigned to a position at or below the employee's salary rate, the employee shall continue to receive his/her regularly established rate.
- H. Maximum Period. Working in a vacant higher level position, for which there is no incumbent, may not normally exceed a six (6) month period. However, the ~~County Personnel Director~~ Director of Support Services may approve an additional period on a case-by-case basis.
- I. 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.

8.3 PREMIUM PAY

- A. An employee in the job classification of Juvenile Detention Officer II who is designated by management, in writing, to perform the duties of Officer-in-Charge (OIC) when the only other employees on shift are in a non-supervisory job classification, shall receive an additional five percent (5%) of base salary for the shift when such duties are actually performed.
- B. An employee in the job classifications of Juvenile Detention Officer I/II, Supervising Juvenile Detention Officer, Deputy Probation Officer I/II/III or Supervising Probation Officer who is trained, assigned, and performing certified training classes for the County shall receive an additional five percent (5%) of base wage on an hour for hour basis when actually involved in training others.

8.4 SHIFT DIFFERENTIAL

- A. **Swing Shift.** Employees who are regularly assigned to the second shift (swing) shall receive, in addition to their base pay, an additional seventy cents (\$0.70) 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. **Graveyard Shift.** Employees who are regularly assigned to the third shift (graveyard) shall receive, in addition to their base pay, an additional ninety-five cents (\$0.95) 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. **Alternate Work Shifts.** An employee who works a graveyard or swing shift of other than eight (8) hours shall receive an additional seventy cents (\$0.70) for each hour worked between 4:00 p.m. and midnight, and an additional ninety-five cents (\$0.95) for each hour worked between midnight and 8:00 a.m.
- D. **Regularly Assigned.** Regularly Assigned shift means the shift an employee is normally assigned to, excluding overtime hours or additional shifts.
- E. **No Shift Differential Paid for Time Not Worked.** 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 9. HOURS OF WORK

9.1 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.

9.2 ALTERNATE WORK SCHEDULES

- A. An alternate work schedule is defined as a variation of the standard workweek, which for most employees is five eight-hour 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 40 hours per week or 80 hours biweekly.
- B. The establishment of alternate work schedules shall be subject to the following:
 - (1) An alternate schedule shall be established and approved in writing by the Department Head and the County Executive Officer with notice to the Personnel Office and the 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 an 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 ten (10) hours sick leave for that day.

9.3 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 County Executive Officer, 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 share assignment shall be treated as a regular full-time employee for purposes of determining insurance benefit eligibility.

9.4 REST PERIODS. When practical, employees shall be granted a fifteen (15) minute paid rest period during each half of a work shift of four (4) 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.

9.5 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 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.

9.6 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 time worked, adjusted to the nearest increment of six (6) minutes. "Time worked" shall be deemed to include: only those hours actually worked, vacation, credit holiday time off, jury duty hours served, and paid travel time. This 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 the purposes of overtime compensation. A supervisor shall not change the employee's work schedule solely for the purpose of avoiding payment of overtime.
- D. Eligible employees shall be entitled to compensatory time off 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. Compensatory time off shall accrue and may be used upon approval of the Department Head, or his/her designee. Compensatory time off may be accumulated up to sixty (60) hours (forty hours at time-and-one-half). The Department Head

may, upon the request of an employee and with the concurrence of the ~~County Personnel Director~~Director of Support Services, extend the limit on accumulated compensatory time off in excess of sixty (60) hours. Hours accumulated in excess of the maximum accruals shall be paid in cash at the appropriate overtime rate.

- E. Accumulated compensatory time off 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 compensatory time off 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 a.m.) and each workday shall be begin daily at midnight (12:01 a.m.).

9.7 STANDBY

- A. A Department Head may assign employees to standby. Unit employees assigned standby shall be compensated at a rate of \$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 callbacks during scheduled standby time unless the employee 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.

9.8 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 one (1) hour. Such time worked shall not include travel time between an employee’s residence and his/her regularly assigned work location.

9.9 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.

9.10 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.

9.11 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, or his/her designee, for a period not to exceed eighty (80) working hours upon the approval of the ~~County 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 ~~County Personnel Director~~Director of Support Services up to a maximum of twelve (12) months.

ARTICLE 10. HEALTH AND WELFARE BENEFITS

10.1 MEDICAL PLAN.

A covered employee is eligible for receipt of retirement health benefit allowances from CalPERS Health as provided in Articles 10.4.B and 10.4.C of this Memorandum of Understanding at the level such CalPERS Health benefits are otherwise provided at the time of retirement where the employee leaves active service from the County of Shasta to take a CalPERS retirement. The employee leaving active

service from the County of Shasta to take a CalPERS retirement must accept any such CalPERS Health retirement health benefit allowances within one hundred and twenty (120) days of CalPERS retirement from the County of Shasta or as otherwise provided by law. Employees who leave active service from the County of Shasta and do not directly seek a CalPERS retirement following their service from the County or who do not retire from the County of Shasta within one hundred and twenty (120) days of leaving active service with the County will not be eligible for receipt of retirement health benefits allowances from CalPERS Health as provided in Articles 10.4.B and 10.4.C of this Memorandum of Understanding. Nothing in this paragraph is intended to create a vested right to retiree health benefits but rather is intended to describe the current qualifications for covered employees to receive retirement health benefit allowances from CalPERS Health as provided by law based on the County's current benefit plans.

10.2 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 \$5.00 ~~annually for employee only and by up to \$5.00 for an employee with dependents~~ effective with the first paycheck of June 2016, up to a like amount in subsequent years of this contract, pay period which includes January 1st each year should the dental premium increase. Rate increases greater than those amounts will be absorbed by the employee.

10.3 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 in this article, 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.

10.4 COUNTY CONTRIBUTIONS TO MEDICAL AND DENTAL PLANS.

The County maximum health contributions to the medical and the County maximum dental contributions during the term ~~shall be~~ available online at https://www.co.shasta.ca.us/index/support_index/personnel/benefits/medical_rates.aspx.

Category	Monthly Medical Contribution For 2016	Monthly Dental Contribution
Employee Only	\$676.23	\$28.14
Employee + 1	\$1034.24	\$45.67
Employee + Family	\$1344.51	\$59.91

- 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. For covered employees hired prior to January 1, 2017 who retire from active County service and have not elected to be covered under Article 10.11; 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.

C. 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.

D. 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 10 – 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 10 of the Agreement.

Except as otherwise provided in this article, any additional contributions necessary for the medical and dental plans fee shall be paid by the employee through payroll deduction. 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.

The parties will continue to explore an alternative method of 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.

The parties agree that they will jointly support a modification to the California Government Code that will allow modifications to the PERS 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.

10.5 ELIGIBILITY FOR RETIREE HEALTH BENEFITS.

For employees hired prior to August 1, 2008, and serve as County employees thereafter until retirement (unless otherwise required by the medical provider's contract), 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 percent (10%) 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.

10.6 VISION PLAN.

The County will provide a vision plan for all regular full-time employees and regular part-time employees using the California Vision Plan A (\$15 deductible) as the minimum standard. The County shall pay the premiums for all regular 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.

10.7 LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE.

The County shall pay the premium for a \$25,000 life insurance policy and a \$25,000 AD&D insurance policy for each employee in the Unit. Employees may purchase additional life or AD&D insurance under the County's policy or purchase coverage of life or AD&D insurance for qualified dependents. Purchase of additional insurance shall be subject to the terms and conditions of the County's policy with the insurance carrier.

10.8 DISABILITY INSURANCE.

Effective June 2015, the employees in this bargaining unit transitioned back into the California's State Disability Insurance program ("SDI"). Each employee shall pay for the SDI plan through payroll deductions and will be eligible for benefits as determined by EDD's procedure.

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,

compensatory time off, 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.

10.9 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, the California Pregnancy Disability Leave Act, and the California Family Rights Act.
- B. In cases where an employee who does not yet qualify for FMLA coverage but who suffers from an otherwise FMLA-qualifying 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 coverage. Application for such continuation shall be made to the ~~County Personnel Director~~Director of Support Services.

10.10 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 County of employees medical and dental insurance premiums and flexible 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 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.

10.11 401(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 10.4.B, 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 10.4.B. If the employee voluntarily elects to participate in the 401(a) Plan in lieu of receiving the benefit under Article 10.4.B, 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 10.4.B 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:

<u>Years of COUNTY Service</u>	<u>Portion of Account Value Vested</u>
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.

10.12 INOCULATIONS.

Inoculations for Hepatitis "A" and "B" (series), as well as TB tests will be made available to Unit employees as determined by the Probation Department Labor/Management Committee.

10.13 EMPLOYEE ASSISTANCE PROGRAM.

When an Employee Assistance Program (EAP) covers other employees in the County, this Unit will be covered as well. Members of this Unit shall be entitled to utilize the services contained in this program as offered and paid for by the County.

ARTICLE 11. RETIREMENT

11.1 CalPERS.

Effective January 15, 2001, the County provided 2% @ 50 safety retirement for all eligible employees in the Unit. The County shall pay all of the employer contributions associated with this formula as determined by CalPERS. Employees newly hired after May 8, 2011 are covered under the CalPERS 2% @ 55 safety retirement formula. Employees hired on January 1, 2013 and thereafter shall be enrolled in the 2% @ 57 formula or the 2% @ 55 formula as determined by CalPERS in compliance with California state law.

Should the County be required by law, arbitration award or any other cause (except voluntary agreement by the County to a valid Memorandum of Understanding with this or any other County bargaining unit) to enhance the safety retirement formula to one greater than 2% @ age 50, the parties agree to reopen this Agreement and any future agreement between the parties in an effort to adjust salaries and/or benefits provided herein or therein in order to offset any additional costs resulting from the required change. If agreement cannot be reached by meeting and conferring within a reasonable time period, the parties agree that the County may implement its final offer in complete and final resolution of the issue.

11.2 CalPERS - EMPLOYEE CONTRIBUTIONS.

Employee contributions towards the retirement system shall be made by contributing, through payroll deductions, the full employee contribution on wages subject to CalPERS contributions.

The employee paid portion of CalPERS contributions is made on a pre-tax (tax deferred) basis.

11.3 DETERMINATION OF FINAL COMPENSATION. Unless otherwise required by CalPERS, eligible employees shall have their final compensation determined based on the average monthly compensation for the highest consecutive thirty-six (36) months.

ARTICLE 12. PAID LEAVES

12.1 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
- (12) December 25th

B. **Annual Holiday Schedule.** The annual holiday schedule shall be announced by the ~~County Personnel Director~~Director of Support Services 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 Saturday and Sunday 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 as full compensation

for the official holiday. At the employee's choice, the time and one-half 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 Saturday and Sunday 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 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 Saturday and Sunday as normal days off.

G. **Holiday Compensation.**

- (1) Those employees working a five (5) day per week schedule with Saturday and Sunday 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 Saturday and Sunday 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 Compensatory Time Off (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 ~~County 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.

12.2 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-child, step-sister, step-brother, step-grandchild, foster child, 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.

12.3 SICK LEAVE RETENTION INCENTIVE PAYMENT.

Upon separation or termination, other than discharge for cause, a regular full-time or regular part-time employee shall become entitled to payment for accrued sick leave as follows, such payment not to exceed the maximum amounts indicated:

Years of Service	% of Accrual Eligible	Maximum Cash Payment
5 through 9	10%	\$3,500
10 through 14	25%	\$4,500
15 through 19	37 ½%	\$6,000
20 or more	50%	\$6,000

12.4 SICK LEAVE - PERS SERVICE CREDIT CONVERSION.

An employee may convert some or all of his/her accumulated but unused sick leave to PERS service credit upon retirement. Any sick leave utilized for cash payment as provided in the above shall not be available for such conversion.

12.5 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 12.3. If having elected such option and subsequently recalled, such employee shall not be eligible for sick leave accrual balance restoration, unless the employee repays to the County immediately upon return the full cash payoff amount received at the time of layoff.

12.6 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 or 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 registered domestic partner, husband, wife, father, mother, son, daughter, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparent, grandchild, step-parent, step-child, step-sister, step-brother, step-grandparent or step-grandchild.
- 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.

12.7 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) the employee 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.
- ~~C.D.~~ Employees who work shifts outside normal court hours of operation will not be assigned to such work shifts on work days when assigned to jury duty and will be compensated for eight (8) hours of pay as provided in Subsection A above.

12.8 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.

Years of Continuous Service	Vacation Hours Accrued per Hour	Equivalent Days per Year	Maximum Hours Accrued
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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.

(2)(3) 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, or who is granted military leave of absence, other than temporary military leave for a period not exceeding six months, shall be paid off for any accrued but unused vacation.

(2) Annual Payment. During each calendar year, Beginning in 2017 for the 2018 calendar year and going forward with each subsequent calendar year, an employee may choose elect to receive payment for up to twenty-five (25) hours – in five (5) whole hour increments - of accrued vacation leave or compensatory time 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 31st of the calendar year prior to the calendar year in which the accrued vacation leave or compensatory time is to be cashed out.

Where an employee has properly elected an intent to cash out accrued vacation or compensatory time 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) Compensatory time
- 2) 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 31st of the calendar year prior to the calendar year in which the accrued vacation or compensatory time 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) . Such payment shall be made based on the employee's base hourly rate, without shift differential or any other add-ons. Such payment shall be made once either during the month of November or December and will be granted only if the employee has taken at least forty (40) hours of vacation or compensatory time during the 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 or her paid vacation, except as may be authorized by the appointing authority.

ARTICLE 13. UNIFORMS AND ALLOWANCES FOR WORK-RELATED EXPENSES

13.1 UNIFORM

- A. Upon initial hire, Juvenile Detention Officers shall be provided with five (5) uniform shirts. Shirts will be replaced by the Department when they are no longer serviceable. Shirts damaged through neglect shall be replaced by the employee. Upon termination, all shirts shall be returned to the County.
- B. Upon initial hire, Juvenile Detention Officers assigned to the Juvenile Hall shall also be provided with five (5) pair of uniform trousers. Trousers will be replaced by the Department when they are no longer serviceable. Trousers damaged through neglect shall be replaced by the employee. Upon termination, all trousers shall be returned to the County.
- C. Shirts and trousers may only be worn by employees during commute to and from work and/or on duty. Employees shall not allow unauthorized use by non-employees. Employees may not conduct personal business off duty while wearing a Probation Department shirt or other

garments with Department insignia(s), unless the shirt or other garment is covered by an outer garment.

13.2 COUNTY PROPERTY AND SAFETY EQUIPMENT

A. Each Department of represented employees shall issue and maintain necessary safety equipment. Issued safety equipment shall be determined by the Department Head, and items may be added from time to time as a need arises. Safety equipment may include:

(1) Deputy Probation Officers:

- i. Badge and identification card with case
- ii. Body Armor
- iii. Handcuffs and key
- iv. OC Pepper Spray with holster

(2) Juvenile Detention Officers:

- i. Handcuffs and key
- ii. OC Pepper Spray with holster

(3) Armed Probation Officers:

- i. Weapon with holster, 2 magazines and pouch and ammunition
- ii. Handcuffs and key
- iii. OC Pepper Spray with holster
- iv. Badge and identification card
- v. 50 Rounds of practice ammunition per month
- vi. Body Armor

B. All uniforms and other equipment issued by the County for personal use by an employee shall remain County property and immediately returned upon termination or upon demand by the Chief Probation Officer or his/her designee.

ARTICLE 14. PROBATIONARY PERIOD

14.1 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.

14.2 PROMOTIONAL PROBATION.

Upon promotion to a 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 classification without cause or right of appeal, provided the employee had successfully attained permanent status in the previous class.

14.3 DEPUTY PROBATION OFFICER I.

Supervising Juvenile Detention Officers who accept a position as a Deputy Probation Officer I shall serve a twelve (12) month probationary period, during which time the employee may be returned to his/her previous classification without cause or right of appeal, provided the employee had successfully attained permanent status in the previous class. The exceptions of this section to the County Personnel Rules do not extend to any employee any other rights or waivers of Personnel Rules, nor create any additional obligations of the County other than specifically identified in this section.

14.4 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.

14.5 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.

14.6 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 15. DISCIPLINARY ACTION

15.1 GENERAL

- A. 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.
- B. 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 County Board of Supervisors.
- C. 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.
- D. 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.

15.2 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:

- A. Absence without leave.
- B. Misfeasance, malfeasance, nonfeasance or neglect of duty.
- C. Incompetence.
- D. Inefficiency.
- E. Violation of any lawful or reasonable regulation or order made or given by a superior officer.
- F. Negligent or willful damage to public property.
- G. Waste or misuse of public supplies or equipment.
- H. Discourteous treatment of members of the public or public officers or employees while on duty.

- I. 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.
- J. Use of alcohol or controlled substances which interferes with the employee's ability to perform his or her duties.
- K. Conviction of any criminal act involving moral turpitude.
- L. 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.
- M. 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.
- N. 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.
- O. Dishonesty, including but not limited to falsifying official records, embezzlement or theft.
- P. Fraud in obtaining County employment.
- Q. Violation of any of the provisions of the personnel –rules or any rule, policy, or regulation adopted pursuant to this contract or law.
- R. Violation of the County's Sexual Harassment Policy.

15.3 BASIS FOR OTHER TERMINATION FOR CAUSE

- A. 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. (Not disciplinary in nature.) An employee whose employment is subject to termination under this section shall have the ability to appeal if it were an Intermediate Disciplinary Action under 15.4.
- B. An employee who voluntarily quits employment through unauthorized absence of three work days or more shall be considered to have resigned his/her position. Employees terminated under this section shall have the availability of subsections 15.5 A, B, and introductory paragraph of C only. After the use of these sections, should the ~~Personnel Director~~Director of Support Services find that the reason for absence is acceptable and the employee is ready, able and available to resume work, the employee may be reinstated at the employee's prior pay and benefit levels. (Not disciplinary in nature.)

15.4 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 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, reduction in base pay or demotion shall be afforded the opportunity to clear him/herself through the notice and response provisions of Section 15.5 A. and B. below. Further appeal shall be limited to the Board of Employee Appeals procedure contained in the Personnel Rules.
- 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 15.3 above shall be afforded the procedural protections of Section 15.5 below.

15.5 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 subsection 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 the employee, 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 the 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.

- (1) The Arbitrator shall be selected by requesting a list of nine (9) labor arbitrators from the State Mediation and Conciliation Service 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, the respondent may be called and examined as if under cross-examination. Every witness shall declare by oath or affirmation that the witness 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. The Arbitrator 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 (1) session without the mutual consent of the County and the Association.

- (8) 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.

15.6 SUMMARY SUSPENSION

- A. Concurrently with or at any time after service of a notice of proposed action under section 15.5.A above, the affected employee may be temporarily suspended without pay or temporarily reduced in rank by the appointing authority pending the determination of the allegations if the conduct alleged in the notice, if proven true, would threaten or injure the public peace, health, safety, welfare, or for other good cause.

However, an Appointing Authority may orally order the immediate suspension of an employee if the employee's conduct or condition is deemed by the Appointing Authority to constitute a threat of direct and immediate injury to the health, safety, or property of another. The appointing authority shall thereafter prepare and serve a notice of proposed action under 15.5.A as soon as practicable.

- B. If the appointing authority does not order imposition of a personnel action after the hearing, or the Board of Employee Appeals revokes an order imposing a personnel action, the employee shall be compensated for the period of temporary suspension or reduction in rank as if the employee had worked the employee's regularly assigned shift in the employee's proper rank.

If a personnel action is ordered and if appealed, confirmed, no compensation shall be paid for any period of temporary suspension or reduction in rank, unless the order provides otherwise.

15.7 RIGHT TO REPRESENTATION.

An employee subject to a meeting or an investigation that may result in disciplinary action, a pre-disciplinary 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 16. MISCELLANEOUS PROVISIONS

16.1 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 the Association to afford an opportunity for prompt and timely discussion of the decision's impact on Unit employees.

16.2 RE-EMPLOYMENT 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 job classification 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 reemployment shall not count toward seniority.

16.3 PROBATION DEPARTMENT LABOR/MANAGEMENT COMMITTEE.

The County and the Association agree to form and participate in departmental level Labor/Management Committees. The Committees may address quality of services, productivity, customer service, workplace safety, workplace efficiency (including but not limited to alternate work schedules, shift schedules, and shift assignments), training recommendations, cost saving opportunities, and other issues of common concern to employees and management.

- A. The Committee shall be comprised of the Department Head, or his/her designee, the Association President, or Vice-President and two (2) department employees represented by the Association.
- B. The Committee will meet on a quarterly basis unless, by mutual agreement, the parties schedule additional meetings or elect to forego a meeting.
- C. Items to be discussed must be submitted by either party at least one (1) week prior to the date of the meeting and those mutually agreed upon shall be placed on the agenda. Additional items may be added by mutual agreement during the Committee meeting.
- D. Committee members shall not be subject to loss of pay resulting from time spent in performing Committee duties.
- E. Committee discussions and recommendations are not intended to detract from, interfere with, or in any way replace the normal meet and confer process. No amendment to this Agreement shall be entertained nor agreed to at these Committee meetings. Further, the actions or inaction of a Department Head upon recommendations of the Committee shall not be subject to the grievance procedure of this Agreement.

16.4 LEAVES OF ABSENCE WITHOUT PAY.

(Per Personnel Rules Chapter 14 - Leaves) A Leave of Absence shall be limited to a maximum of twelve months and requires the approval of the County ~~Personnel Director~~Director of Support Services. Such leave shall not extend beyond twelve (12) months except in cases to comply with external legal requirements such as for medical or disability accommodation.

16.5 RESTRICTIONS ON PROMOTIONS.

Only employees who have completed initial probation may be promoted to a higher classification, except with Department Head and ~~Personnel Director~~Director of Support Services approval for extraordinary reasons.

16.6 JOINT ISSUES FORUM.

A member of the Association 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.

16.7 EDUCATIONAL EXPENSES.

For members of the Association, Section 20.10.C of the Personnel Rules will be applied with the following changes: "Upon the department head's approval, the County will pay for or reimburse an employee for actual, reasonable, and necessary costs of other classes, seminars, or workshops related to the employee's current employment and which are not taken for the purpose of qualifying for another position or non-County employment."

ARTICLE 17. GRIEVANCE PROCEDURE

17.1 DEFINITIONS

- A. **Grievance.** A grievance is a claimed violation, misapplication, or misinterpretation of a specific provision of this Agreement or one 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.

17.2 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 the employee 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.

17.3 FORMAL PROCESS

- A. **Step 1:** If a grievant is not satisfied with the resolution proposed at the informal level, the grievant 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, un-budgeted expenditure. In those instances, actions by the Board of Supervisors may include modifications or reversals.

17.4 GRIEVANCE BOARD

- A. The Grievance Board shall consist of three (3) members as follows who shall act as neutrals:
 - (1) A Department Head, or his/her designee, of a County department other than that in which the aggrieved employee is assigned, to be appointed by the County Executive Officer;
 - (2) A County employee represented and designated by the Association; and
 - (3) The ~~County 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.

17.5 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 ~~County 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 County 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 County Personnel Office.

ARTICLE 18. PEACEFUL PERFORMANCE

18.1 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.

18.2 DISCIPLINE.

Any employee who participates in any activity prohibited by section 18.1 of this article shall be subject to discharge or any less discipline as the Employer shall determine. Such discharge or discipline shall be subject to Article 15, Disciplinary Action.

18.3 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 18.1 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 19. PERSONNEL RULES

19.1 Additional rules, regulations, policies, and general working conditions governing employment for employees covered by this agreement are set forth in the County Personnel Rules.

19.2 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 consult on any proposed substantive changes. Should the Association choose to meet and consult, 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 consult in a timely manner. If an agreement is not reached the County reserves the right to unilaterally implement in accordance with the law.

19.3 The following provisions of the County Personnel Rules are covered by this article:

- A. Voluntary Time Off Without Pay;
- B. Leaves of Absence;
- C. Drug/Alcohol Testing Policy;
- D. Salary administration provisions dealing with reclassification; anniversary dates;
- E. Layoff Provisions;
- F. Travel Policy;
- G. Performance Evaluation Policy (Chapter 34, Personnel Rules, procedure only).

The above provisions which are contained in the County Personnel Rules are the proper subject of the Grievance Procedure.

ARTICLE 20. FULL UNDERSTANDING, MODIFICATION AND WAIVER

20.1 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.

20.2 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.

20.3 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 County's Board of Supervisors.
- 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.

20.4 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.

20.5 CONTROLLING AUTHORITY.

This Memorandum of Understanding shall supersede any documents unilaterally adopted by the County where conflicts exist regarding a subject covered herein.

20.6 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 re-negotiate the provision or provisions so affected.

To memorialize that the foregoing terms and conditions of employment have been agreed to by authorized representatives of the parties to this Agreement and are recommended to their respective principals, the negotiating team members have signed below:

For the County:

For the Association

Gage Dungy
Chief Negotiator

~~Chuck Flesher~~ Jerry Camous
Chief Negotiator

Angela Davis
Director of Support Services

Eric Faxon
PPOA President

Shelley Forbes
Team Member

Jesse Trammel
Member

Kari Kibler
Personnel Analyst II

Jason Schwerdt
Member

Date

Date

ATTACHMENT A**PPOA SALARY FOR MOU TERM**

-	-	Current	
Job Classification	Range	A Step	F Step
DEPUTY PROBATION OFFICER I	433	3145	4013
DEPUTY PROBATION OFFICER II	453	3467	4425
DEPUTY PROBATION OFFICER III	468	3731	4761
JUVENILE DETENTION OFFICER I	FLAT	2717	2717
JUVENILE DETENTION OFFICER II	413	2852	3640
SUPRVSG JUVENILE DETENTION OFC	433	3145	4013
SUPRVSG PROBATION OFFICER	488	4113	5249

ATTACHMENT A**PPOA SALARY FOR MOU TERM**

-	-	<u>Current as of 08/01/2019</u>	
<u>Job Classification</u>	<u>Range</u>	<u>A Step</u>	<u>F Step</u>
<u>DEPUTY PROBATION OFFICER I</u>	<u>433</u>	<u>3403</u>	<u>4343</u>
<u>DEPUTY PROBATION OFFICER II</u>	<u>453</u>	<u>3751</u>	<u>4789</u>
<u>DEPUTY PROBATION OFFICER III</u>	<u>468</u>	<u>4037</u>	<u>5153</u>
<u>JUVENILE DETENTION OFFICER I</u>	<u>FLAT</u>	<u>2940</u>	<u>2940</u>
<u>JUVENILE DETENTION OFFICER II</u>	<u>413</u>	<u>3086</u>	<u>3939</u>
<u>SUPRVSG JUVENILE DETENTION OFC</u>	<u>433</u>	<u>3403</u>	<u>4343</u>
<u>SUPRVSG PROBATION OFFICER</u>	<u>488</u>	<u>4451</u>	<u>5681</u>

ATTACHMENT B**PPOA SALARY FOR MOU TERM**

Job Classification	Range	Beginning with Pay Period 08/07/2016	
		A Step	F Step
DEPUTY PROBATION OFFICER I	433	3239	4134
DEPUTY PROBATION OFFICER II	453	3571	4558
DEPUTY PROBATION OFFICER III	468	3843	4904
JUVENILE DETENTION OFFICER I	FLAT	2799	2799
JUVENILE DETENTION OFFICER II	413	2938	3749
SUPRVSG JUVENILE DETENTION OFC	433	3239	4134
SUPRVSG PROBATION OFFICER	488	4236	5407

ATTACHMENT B**PPOA SALARY FOR MOU TERM**

Job Classification	Range	Beginning with Pay Period 10/27/2019	
		A Step	F Step
<u>DEPUTY PROBATION OFFICER I</u>	<u>433</u>	<u>3488</u>	<u>4451</u>
<u>DEPUTY PROBATION OFFICER II</u>	<u>453</u>	<u>3845</u>	<u>4908</u>
<u>DEPUTY PROBATION OFFICER III</u>	<u>468</u>	<u>4138</u>	<u>5281</u>
<u>JUVENILE DETENTION OFFICER I</u>	<u>FLAT</u>	<u>3013</u>	<u>3013</u>
<u>JUVENILE DETENTION OFFICER II</u>	<u>413</u>	<u>3164</u>	<u>4038</u>
<u>SUPRVSG JUVENILE DETENTION OFC</u>	<u>433</u>	<u>3488</u>	<u>4451</u>
<u>SUPRVSG PROBATION OFFICER</u>	<u>488</u>	<u>4562</u>	<u>5823</u>

ATTACHMENT C**PPOA SALARY FOR MOU TERM**

Job Classification	Range	Beginning with Pay Period 08/06/2017	
		A Step	F Step
DEPUTY PROBATION OFFICER I	433	3336	4258
DEPUTY PROBATION OFFICER II	453	3678	4694
DEPUTY PROBATION OFFICER III	468	3958	5051
JUVENILE DETENTION OFFICER I	FLAT	2882	2882
JUVENILE DETENTION OFFICER II	413	3026	3862
SUPRVSG JUVENILE DETENTION OFC	433	3336	4258
SUPRVSG PROBATION OFFICER	488	4363	5569

ATTACHMENT C**PPOA SALARY FOR MOU TERM**

Job Classification	Range	Beginning with Pay Period 08/02/2020	
		A Step	F Step
DEPUTY PROBATION OFFICER I	433	3593	4585
DEPUTY PROBATION OFFICER II	453	3961	5055
DEPUTY PROBATION OFFICER III	468	4262	5440
JUVENILE DETENTION OFFICER I	FLAT	3104	3104
JUVENILE DETENTION OFFICER II	413	3258	4159
SUPRVSG JUVENILE DETENTION OFC	433	3593	4585
SUPRVSG PROBATION OFFICER	488	4699	5997

ATTACHMENT D**PPOA SALARY FOR MOU TERM**

Job Classification	Range	Beginning with Pay Period 08/05/2018	
		A Step	F Step
DEPUTY PROBATION OFFICER I	433	3403	4343
DEPUTY PROBATION OFFICER II	453	3752	4788
DEPUTY PROBATION OFFICER III	468	4037	5152
JUVENILE DETENTION OFFICER I	FLAT	2940	2940
JUVENILE DETENTION OFFICER II	413	3086	3939
SUPRVSG JUVENILE DETENTION OFC	433	3403	4343
SUPRVSG PROBATION OFFICER	488	4451	5681

ATTACHMENT D**PPOA SALARY FOR MOU TERM**

Job Classification	Range	Beginning with Pay Period 08/01/2021	
		A Step	F Step
DEPUTY PROBATION OFFICER I	433	3664	4677
DEPUTY PROBATION OFFICER II	453	4040	5157
DEPUTY PROBATION OFFICER III	468	4347	5549
JUVENILE DETENTION OFFICER I	FLAT	3166	3166
JUVENILE DETENTION OFFICER II	413	3324	4242
SUPRVSG JUVENILE DETENTION OFC	433	3664	4677
SUPRVSG PROBATION OFFICER	488	4793	6117

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

COUNTY OF SHASTA

AND THE

SHASTA COUNTY

PROFESSIONAL PEACE OFFICERS ASSOCIATION



August 1, 2019 through July 31, 2022

TABLE OF CONTENTS

ARTICLE 1. PARTIES AND DEFINITIONS.....	3
ARTICLE 2. AUTHORIZED AGENTS.....	3
ARTICLE 3. RECOGNITION	4
ARTICLE 4. TERM	4
ARTICLE 5. ASSOCIATION RIGHTS	4
ARTICLE 6. COUNTY RIGHTS AND RESPONSIBILITIES.....	8
ARTICLE 7. NON-DISCRIMINATION AND AMERICANS WITH DISABILITIES ACT	9
ARTICLE 8. WAGES	10
ARTICLE 9. HOURS OF WORK.....	12
ARTICLE 10. HEALTH AND WELFARE BENEFITS	16
ARTICLE 11. RETIREMENT	23
ARTICLE 12. PAID LEAVES.....	23
ARTICLE 13. UNIFORMS AND ALLOWANCES FOR WORK-RELATED EXPENSES	29
ARTICLE 14. PROBATIONARY PERIOD.....	30
ARTICLE 15. DISCIPLINARY ACTION.....	31
ARTICLE 16. MISCELLANEOUS PROVISIONS.....	37
ARTICLE 17. GRIEVANCE PROCEDURE.....	39
ARTICLE 18. PEACEFUL PERFORMANCE.....	41
ARTICLE 19. PERSONNEL RULES.....	41
ARTICLE 20. FULL UNDERSTANDING, MODIFICATION AND WAIVER	42
ATTACHMENT A	45
ATTACHMENT B	46
ATTACHMENT C	47
ATTACHMENT D	48

ARTICLE 1. PARTIES AND DEFINITIONS

1.1 This Agreement is entered into by and between the County of Shasta (hereinafter referred to as "County") and the Professional Peace Officers Association (hereinafter referred to as "Association") as the exclusively recognized bargaining agent for the Probation Unit (also herein referred to as "Unit").

1.2 DEFINITIONS.

Appointing Authority. As used in this Agreement, the Appointing Authority means any person or group of persons having the power by law or ordinance to make appointment to any position in a specific department for the County of Shasta.

Department Head. As used in this Agreement, Department Head means the head of an established office or department, or his/her designee, having supervision of such department or office, and also includes all elected officers.

Day. 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 designees have been identified:

2.1 County's principal authorized agent shall be:

County Executive Officer
County of Shasta
1450 Court Street, Suite 308 A
Redding, CA 96001
Telephone: (530) 225-5561
FAX: (530) 225-5189

2.2 Association's principal authorized agent shall be:

Shasta County
Professional Peace Officers Association
c/o Mastagni Law Firm
1912 I Street
Sacramento, CA 95811
Telephone: (916) 446-4692
FAX: (916) 447-4614

ARTICLE 3. RECOGNITION

The County recognizes the Association as the exclusive collective bargaining agent for the Unit which includes all regular full-time and part-time employees (half time or more) in the job classifications of Supervising Probation Officer, Deputy Probation Officer I/II/III, Juvenile Detention Officer I/II, and Supervising Juvenile Detention Officer, excluding extra help employees. (Refer to Attachments for list of job classifications and salary ranges.)

ARTICLE 4. TERM

4.1 TERM.

The term of this Agreement is from August 1, 2019, to and inclusive of July 31, 2021 as ratified by the Unit on October 9, 2019 and adopted by the Board of Supervisors at their meeting of October 22, 2019. 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. During the month of May of the last 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 thirty (30) days prior to the term of this Agreement or on a later date by mutual agreement.

4.2 REOPENERS.

- A. Should it come to the attention of either party that there is an existing rule, practice, or policy that is not covered by the Memorandum of Understanding; upon notice the parties will meet to discuss the issue in an effort to clarify the position of each party and to resolve the matter informally.
- B. To the extent possible, any of the above reopeners shall be combined for consideration at the same meet and confer sessions.

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 Association's Board of Directors.
- B. **Representatives.** The Association's Board of Directors shall be recognized as Representatives of the Association. A County employee who is designated as a Representative 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 Representative 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 with employees represented by the Association that 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.

The 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 designee.

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, service 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 the 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.

- A. **INDEMNIFY AND HOLD HARMLESS.** The Association fully indemnifies and holds harmless and agrees to defend the County, its officers, agents, 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.
- B. **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.

5.5. 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.

5.6 ASSOCIATION TIME BANK.

The County has established a voluntary time bank to be used for Associations business, which was implemented in 2003.

- A. Association members may voluntarily donate vacation leave credits or compensatory time off credits to an Association Time Bank (Time Bank) by designating the type and amount of leave credit on a card provided to the County for that purpose by the Association. All such donation cards shall be signed by the member. Donations shall be in the whole hour increments and a member may not request withdrawal of any hours so donated. Additionally, all vacation hours not accrued by an employee as a result of exceeding the maximum vacation accrual limit will be put into the Vacation Donation Bank.

- B. Association members designated by the Association shall be eligible to use the Time Bank to perform Association business. Such use is subject to reasonable advance request by the Association and approval by the Department Head which should not unreasonably be denied. Should a request be granted which requires using a fill-in employee on an overtime basis to replace the employee released from duty on the time bank leave, then the additional one half (1/2) time shall also be deducted from the time bank.
- C. Approved time off will be in whole hour increments. Members may not use Time Bank hours in excess of the accrual balance in the Time Bank.
- D. The County agrees to implement such administrative procedures as are necessary in order to implement the transfer of leave credits and tracking the bank balance. Reasonable fees may be charged by the County for the administration of this program.
- E. The parties agree this Time Bank program is separate from and not governed by the time off provision as provided in Section 3505.3 of the Government Code.
- F. The parties agree that this Time Bank program is in lieu of any program authorized by any time bank or similar law enacted by the State of California. The parties each expressly waive the provisions of any such law for the duration of this Agreement.

ARTICLE 6. COUNTY RIGHTS AND RESPONSIBILITIES

6.1 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 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;
- Q. To take whatever action necessary to prepare for and operate in an emergency.

6.2 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.

6.3 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 7. NON-DISCRIMINATION AND AMERICANS WITH DISABILITIES ACT

7.1 NON-DISCRIMINATION.

The County and Association agree that:

- A. 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.
- B. 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.

- C. 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.

7.2 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) and the California Fair Employment and Housing Act (CFEHA), and any other applicable non-discrimination 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.

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 8. WAGES

8.1 GENERAL WAGES.

The County’s current wage/range table is referenced in Attachment A.

Salary Increases as follows:

- A. Effective the pay period beginning October 27, 2019, the County will provide a two and one-half percent (2.5%) increase to base salary (Attachment B).
- B. Effective the pay period beginning August 2, 2020, the County will provide a three percent (3%) increase to base salary (Attachment C).
- C. Effective the pay period beginning August 1, 2021, the County will provide a two percent (2%) increase to base salary (Attachment D).

8.2 WORK ABOVE CLASSIFICATION

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:

- A. Be assigned in writing by the Department Head with the approval of the Personnel Office;
- B. Be assigned for other than training purposes;
- C. Perform the full regular duties of the higher position;
- D. 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.)
 - (1) 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.
 - (2) 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.
- E. Reestablish his/her eligibility for a higher rate by meeting the above criteria on a semi-annual basis.
- F. 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.
- G. Same or Lower Level Duties. If the work temporarily assigned is normally assigned to a position at or below the employee's salary rate, the employee shall continue to receive his/her regularly established rate.
- H. Maximum Period. Working in a vacant higher level position, for which there is no incumbent, may not normally exceed a six (6) month period. However, the Director of Support Services may approve an additional period on a case-by-case basis.
- I. 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.

8.3 PREMIUM PAY

- A. An employee in the job classification of Juvenile Detention Officer II who is designated by management, in writing, to perform the duties of Officer-in-Charge (OIC) when the only other employees on shift are in a non-supervisory job classification, shall receive an additional five percent (5%) of base salary for the shift when such duties are actually performed.

- B. An employee in the job classifications of Juvenile Detention Officer I/II, Supervising Juvenile Detention Officer, Deputy Probation Officer I/II/III or Supervising Probation Officer who is trained, assigned, and performing certified training classes for the County shall receive an additional five percent (5%) of base wage on an hour for hour basis when actually involved in training others.

8.4 SHIFT DIFFERENTIAL

- A. **Swing Shift.** Employees who are regularly assigned to the second shift (swing) shall receive, in addition to their base pay, an additional seventy cents (\$0.70) 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. **Graveyard Shift.** Employees who are regularly assigned to the third shift (graveyard) shall receive, in addition to their base pay, an additional ninety-five cents (\$0.95) 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. **Alternate Work Shifts.** An employee who works a graveyard or swing shift of other than eight (8) hours shall receive an additional seventy cents (\$0.70) for each hour worked between 4:00 p.m. and midnight, and an additional ninety-five cents (\$0.95) for each hour worked between midnight and 8:00 a.m.
- D. **Regularly Assigned.** Regularly Assigned shift means the shift an employee is normally assigned to, excluding overtime hours or additional shifts.
- E. **No Shift Differential Paid for Time Not Worked.** 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 9. HOURS OF WORK

9.1 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.

9.2 ALTERNATE WORK SCHEDULES

- A. An alternate work schedule is defined as a variation of the standard workweek, which for most employees is five eight-hour 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 40 hours per week or 80 hours biweekly.
- B. The establishment of alternate work schedules shall be subject to the following:
- (1) An alternate schedule shall be established and approved in writing by the Department Head and the County Executive Officer with notice to the Personnel Office and the 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 an 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 ten (10) hours sick leave for that day.

9.3 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 County Executive Officer, 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 share assignment shall be treated as a regular full-time employee for purposes of determining insurance benefit eligibility.

9.4 REST PERIODS. When practical, employees shall be granted a fifteen (15) minute paid rest period during each half of a work shift of four (4) 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.

9.5 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 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.

9.6 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 time worked, adjusted to the nearest increment of six (6) minutes. "Time worked" shall be deemed to include: only those hours actually worked, vacation, credit holiday time off, jury duty hours served, and paid travel time. This 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 the purposes of overtime compensation. A supervisor shall not change the employee's work schedule solely for the purpose of avoiding payment of overtime.
- D. Eligible employees shall be entitled to compensatory time off 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. Compensatory time off shall accrue and may be used upon approval of the Department Head, or his/her designee. Compensatory time off may be accumulated up to sixty (60) hours (forty 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 compensatory time off in excess of sixty (60) hours. Hours accumulated in excess of the maximum accruals shall be paid in cash at the appropriate overtime rate.

- E. Accumulated compensatory time off 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 compensatory time off 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 a.m.) and each workday shall be begin daily at midnight (12:01 a.m.).

9.7 STANDBY

- A. A Department Head may assign employees to standby. Unit employees assigned standby shall be compensated at a rate of \$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 callbacks during scheduled standby time unless the employee 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.

9.8 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 one (1) hour. Such time worked shall not include travel time between an employee’s residence and his/her regularly assigned work location.

9.9 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.

9.10 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.

9.11 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, or his/her designee, 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.

ARTICLE 10. HEALTH AND WELFARE BENEFITS

10.1 MEDICAL PLAN.

A covered employee is eligible for receipt of retirement health benefit allowances from CalPERS Health as provided in Articles 10.4.B and 10.4.C of this Memorandum of Understanding at the level such CalPERS Health benefits are otherwise provided at the time of retirement where the employee leaves active service from the County of Shasta to take a CalPERS retirement. The employee leaving active service from the County of Shasta to take a CalPERS retirement must accept any such CalPERS Health retirement health benefit allowances within one hundred and twenty (120) days of CalPERS retirement from the County of Shasta or as otherwise provided by law. Employees who leave active service from the County of Shasta and do not directly seek a CalPERS retirement following their service from the County

or who do not retire from the County of Shasta within one hundred and twenty (120) days of leaving active service with the County will not be eligible for receipt of retirement health benefits allowances from CalPERS Health as provided in Articles 10.4.B and 10.4.C of this Memorandum of Understanding. Nothing in this paragraph is intended to create a vested right to retiree health benefits but rather is intended to describe the current qualifications for covered employees to receive retirement health benefit allowances from CalPERS Health as provided by law based on the County's current benefit plans.

10.2 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 \$5.00 annually effective with the first pay period which includes January 1st each year should the dental premium increase. Rate increases greater than those amounts will be absorbed by the employee.

10.3 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 in this article, 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.

10.4 COUNTY CONTRIBUTIONS TO MEDICAL AND DENTAL PLANS.

The County maximum health contributions to the medical 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.

- 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. For covered employees hired prior to January 1, 2017 who retire from active County service and have not elected to be covered under Article 10.11; 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.
- C. 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.
- D. 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 10 – 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 10 of the Agreement.

Except as otherwise provided in this article, any additional contributions necessary for the medical and dental plans fee shall be paid by the employee through payroll deduction. 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.

The parties will continue to explore an alternative method of 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.

The parties agree that they will jointly support a modification to the California Government Code that will allow modifications to the PERS 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.

10.5 ELIGIBILITY FOR RETIREE HEALTH BENEFITS.

For employees hired prior to August 1, 2008, and serve as County employees thereafter until retirement (unless otherwise required by the medical provider's contract), 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 percent (10%) 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.

10.6 VISION PLAN.

The County will provide a vision plan for all regular full-time employees and regular part-time employees using the California Vision Plan A (\$15 deductible) as the minimum standard. The County shall pay the premiums for all regular 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.

10.7 LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE.

The County shall pay the premium for a \$25,000 life insurance policy and a \$25,000 AD&D insurance policy for each employee in the Unit. Employees may purchase additional life or AD&D insurance under the County's policy or purchase coverage of life or AD&D insurance for qualified dependents. Purchase of additional insurance shall be subject to the terms and conditions of the County's policy with the insurance carrier.

10.8 DISABILITY INSURANCE.

Effective June 2015, the employees in this bargaining unit transitioned back into the California's State Disability Insurance program ("SDI"). Each employee shall pay for the SDI plan through payroll deductions and will be eligible for benefits as determined by EDD's procedure.

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, compensatory time off, 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.

10.9 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, the California Pregnancy Disability Leave Act, and the California Family Rights Act.

- B. In cases where an employee who does not yet qualify for FMLA coverage but who suffers from an otherwise FMLA-qualifying 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 coverage. Application for such continuation shall be made to the Director of Support Services.

10.10 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 County of employees medical and dental insurance premiums and flexible 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 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.

10.11 401(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 10.4.B, 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 10.4.B. If the employee voluntarily elects to participate in the 401(a) Plan in lieu of receiving the benefit under Article 10.4.B, 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 10.4.B 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:

<u>Years of COUNTY Service</u>	<u>Portion of Account Value Vested</u>
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.

10.12 INOCULATIONS.

Inoculations for Hepatitis "A" and "B" (series), as well as TB tests will be made available to Unit employees as determined by the Probation Department Labor/Management Committee.

10.13 EMPLOYEE ASSISTANCE PROGRAM.

When an Employee Assistance Program (EAP) covers other employees in the County, this Unit will be covered as well. Members of this Unit shall be entitled to utilize the services contained in this program as offered and paid for by the County.

ARTICLE 11. RETIREMENT

11.1 CalPERS.

Effective January 15, 2001, the County provided 2% @ 50 safety retirement for all eligible employees in the Unit. The County shall pay all of the employer contributions associated with this formula as determined by CalPERS. Employees newly hired after May 8, 2011 are covered under the CalPERS 2% @ 55 safety retirement formula. Employees hired on January 1, 2013 and thereafter shall be enrolled in the 2% @ 57 formula or the 2% @ 55 formula as determined by CalPERS in compliance with California state law.

Should the County be required by law, arbitration award or any other cause (except voluntary agreement by the County to a valid Memorandum of Understanding with this or any other County bargaining unit) to enhance the safety retirement formula to one greater than 2% @ age 50, the parties agree to reopen this Agreement and any future agreement between the parties in an effort to adjust salaries and/or benefits provided herein or therein in order to offset any additional costs resulting from the required change. If agreement cannot be reached by meeting and conferring within a reasonable time period, the parties agree that the County may implement its final offer in complete and final resolution of the issue.

11.2 CalPERS - EMPLOYEE CONTRIBUTIONS.

Employee contributions towards the retirement system shall be made by contributing, through payroll deductions, the full employee contribution on wages subject to CalPERS contributions.

The employee paid portion of CalPERS contributions is made on a pre-tax (tax deferred) basis.

11.3 DETERMINATION OF FINAL COMPENSATION. Unless otherwise required by CalPERS, eligible employees shall have their final compensation determined based on the average monthly compensation for the highest consecutive thirty-six (36) months.

ARTICLE 12. PAID LEAVES

12.1 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
- (12) December 25th

B. Annual Holiday Schedule. The annual holiday schedule shall be announced by the Director of Support Services 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 Saturday and Sunday 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 as full compensation

for the official holiday. At the employee's choice, the time and one-half 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 Saturday and Sunday 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 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 Saturday and Sunday as normal days off.

G. Holiday Compensation.

- (1) Those employees working a five (5) day per week schedule with Saturday and Sunday 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 Saturday and Sunday 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 Compensatory Time Off (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.

12.2 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-child, step-sister, step-brother, step-grandchild, foster child, 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.

12.3 SICK LEAVE RETENTION INCENTIVE PAYMENT.

Upon separation or termination, other than discharge for cause, a regular full-time or regular part-time employee shall become entitled to payment for accrued sick leave as follows, such payment not to exceed the maximum amounts indicated:

Years of Service	% of Accrual Eligible	Maximum Cash Payment
5 through 9	10%	\$3,500
10 through 14	25%	\$4,500
15 through 19	37 ½%	\$6,000
20 or more	50%	\$6,000

12.4 SICK LEAVE - PERS SERVICE CREDIT CONVERSION.

An employee may convert some or all of his/her accumulated but unused sick leave to PERS service credit upon retirement. Any sick leave utilized for cash payment as provided in the above shall not be available for such conversion.

12.5 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 12.3. If having elected such option and subsequently recalled, such employee shall not be eligible for sick leave accrual balance restoration, unless the employee repays to the County immediately upon return the full cash payoff amount received at the time of layoff.

12.6 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 or 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 registered domestic partner, husband, wife, father, mother, son, daughter, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparent, grandchild, step-parent, step-child, step-sister, step-brother, step-grandparent or step-grandchild.
- 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.

12.7 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) the employee 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.
- D. Employees who work shifts outside normal court hours of operation will not be assigned to such work shifts on work days when assigned to jury duty and will be compensated for eight (8) hours of pay as provided in Subsection A above.

12.8 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.

Years of Continuous Service	Vacation Hours Accrued per Hour	Equivalent Days per Year	Maximum Hours Accrued
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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) 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, or who is granted military leave of absence, other than temporary military leave for a period not exceeding six months, shall be paid off for any accrued but unused vacation.
- (2) **Annual Payment.** Beginning in 2017 for the 2018 calendar year and going forward with each subsequent calendar year, an employee may elect to receive payment for up to twenty-five (25) hours – in five (5) whole hour increments - of accrued vacation leave or compensatory time 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 31st of the calendar year prior to the calendar year in which the accrued vacation leave or compensatory time is to be cashed out.

Where an employee has properly elected an intent to cash out accrued vacation or compensatory time 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) Compensatory time
- 2) 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 31st of the calendar year prior to the calendar year in which the accrued vacation or compensatory time 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 or her paid vacation, except as may be authorized by the appointing authority.

ARTICLE 13. UNIFORMS AND ALLOWANCES FOR WORK-RELATED EXPENSES

13.1 UNIFORM

- A. Upon initial hire, Juvenile Detention Officers shall be provided with five (5) uniform shirts. Shirts will be replaced by the Department when they are no longer serviceable. Shirts damaged through neglect shall be replaced by the employee. Upon termination, all shirts shall be returned to the County.
- B. Upon initial hire, Juvenile Detention Officers assigned to the Juvenile Hall shall also be provided with five (5) pair of uniform trousers. Trousers will be replaced by the Department when they are no longer serviceable. Trousers damaged through neglect shall be replaced by the employee. Upon termination, all trousers shall be returned to the County.
- C. Shirts and trousers may only be worn by employees during commute to and from work and/or on duty. Employees shall not allow unauthorized use by non-employees. Employees may not conduct personal business off duty while wearing a Probation Department shirt or other garments with Department insignia(s), unless the shirt or other garment is covered by an outer garment.

13.2 COUNTY PROPERTY AND SAFETY EQUIPMENT

A. Each Department of represented employees shall issue and maintain necessary safety equipment. Issued safety equipment shall be determined by the Department Head, and items may be added from time to time as a need arises. Safety equipment may include:

(1) Deputy Probation Officers:

- i. Badge and identification card with case
- ii. Body Armor
- iii. Handcuffs and key
- iv. OC Pepper Spray with holster

(2) Juvenile Detention Officers:

- i. Handcuffs and key
- ii. OC Pepper Spray with holster

(3) Armed Probation Officers:

- i. Weapon with holster, 2 magazines and pouch and ammunition
- ii. Handcuffs and key
- iii. OC Pepper Spray with holster
- iv. Badge and identification card
- v. 50 Rounds of practice ammunition per month
- vi. Body Armor

B. All uniforms and other equipment issued by the County for personal use by an employee shall remain County property and immediately returned upon termination or upon demand by the Chief Probation Officer or his/her designee.

ARTICLE 14. PROBATIONARY PERIOD

14.1 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.

14.2 PROMOTIONAL PROBATION.

Upon promotion to a 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 classification without cause or right of appeal, provided the employee had successfully attained permanent status in the previous class.

14.3 DEPUTY PROBATION OFFICER I.

Supervising Juvenile Detention Officers who accept a position as a Deputy Probation Officer I shall serve a twelve (12) month probationary period, during which time the employee may be returned to his/her previous classification without cause or right of appeal, provided the employee had successfully attained permanent status in the previous class. The exceptions of this section to the County Personnel Rules do not extend to any employee any other rights or waivers of Personnel Rules, nor create any additional obligations of the County other than specifically identified in this section.

14.4 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.

14.5 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.

14.6 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 15. DISCIPLINARY ACTION

15.1 GENERAL

- A. 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.
- B. 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 County Board of Supervisors.

- C. 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.
- D. 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.

15.2 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:

- A. Absence without leave.
- B. Misfeasance, malfeasance, nonfeasance or neglect of duty.
- C. Incompetence.
- D. Inefficiency.
- E. Violation of any lawful or reasonable regulation or order made or given by a superior officer.
- F. Negligent or willful damage to public property.
- G. Waste or misuse of public supplies or equipment.
- H. Discourteous treatment of members of the public or public officers or employees while on duty.
- I. 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.
- J. Use of alcohol or controlled substances which interferes with the employee's ability to perform his or her duties.
- K. Conviction of any criminal act involving moral turpitude.
- L. 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.

- M. 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.
- N. 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.
- O. Dishonesty, including but not limited to falsifying official records, embezzlement or theft.
- P. Fraud in obtaining County employment.
- Q. Violation of any of the provisions of the personnel –rules or any rule, policy, or regulation adopted pursuant to this contract or law.
- R. Violation of the County's Sexual Harassment Policy.

15.3 BASIS FOR OTHER TERMINATION FOR CAUSE

- A. 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. (Not disciplinary in nature.) An employee whose employment is subject to termination under this section shall have the ability to appeal if it were an Intermediate Disciplinary Action under 15.4.
- B. An employee who voluntarily quits employment through unauthorized absence of three work days or more shall be considered to have resigned his/her position. Employees terminated under this section shall have the availability of subsections 15.5 A, B, and introductory paragraph of C only. After the use of these sections, should the Director of Support Services find that the reason for absence is acceptable and the employee is ready, able and available to resume work, the employee may be reinstated at the employee's prior pay and benefit levels. (Not disciplinary in nature.)

15.4 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 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, reduction in base pay or demotion shall be afforded the opportunity to clear him/herself through the notice and response provisions of Section 15.5 A. and B. below. Further appeal shall be limited to the Board of Employee Appeals procedure contained in the Personnel Rules.
- 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 15.3 above shall be afforded the procedural protections of Section 15.5 below.

15.5 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 Director of Support Services and County Counsel. Upon mutual written agreement the response meeting may be delayed beyond the date set in subsection 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 the employee, 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 the 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.

- (1) The Arbitrator shall be selected by requesting a list of nine (9) labor arbitrators from the State Mediation and Conciliation Service 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, the respondent may be called and examined as if under cross-examination. Every witness shall declare by oath or affirmation that the witness 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. The Arbitrator 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 (1) session without the mutual consent of the County and the Association.
- (8) 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.

15.6 SUMMARY SUSPENSION

- A. Concurrently with or at any time after service of a notice of proposed action under section 15.5.A above, the affected employee may be temporarily suspended without pay or temporarily reduced in rank by the appointing authority pending the determination of the

allegations if the conduct alleged in the notice, if proven true, would threaten or injure the public peace, health, safety, welfare, or for other good cause.

However, an Appointing Authority may orally order the immediate suspension of an employee if the employee's conduct or condition is deemed by the Appointing Authority to constitute a threat of direct and immediate injury to the health, safety, or property of another. The appointing authority shall thereafter prepare and serve a notice of proposed action under 15.5.A as soon as practicable.

- B. If the appointing authority does not order imposition of a personnel action after the hearing, or the Board of Employee Appeals revokes an order imposing a personnel action, the employee shall be compensated for the period of temporary suspension or reduction in rank as if the employee had worked the employee's regularly assigned shift in the employee's proper rank.

If a personnel action is ordered and if appealed, confirmed, no compensation shall be paid for any period of temporary suspension or reduction in rank, unless the order provides otherwise.

15.7 RIGHT TO REPRESENTATION.

An employee subject to a meeting or an investigation that may result in disciplinary action, a pre-disciplinary 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 16. MISCELLANEOUS PROVISIONS

16.1 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 the Association to afford an opportunity for prompt and timely discussion of the decision's impact on Unit employees.

16.2 RE-EMPLOYMENT 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 job classification 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 reemployment shall not count toward seniority.

16.3 PROBATION DEPARTMENT LABOR/MANAGEMENT COMMITTEE.

The County and the Association agree to form and participate in departmental level Labor/Management Committees. The Committees may address quality of services, productivity, customer service, workplace safety, workplace efficiency (including but not limited to alternate work schedules, shift schedules, and shift assignments), training recommendations, cost saving opportunities, and other issues of common concern to employees and management.

- A. The Committee shall be comprised of the Department Head, or his/her designee, the Association President, or Vice-President and two (2) department employees represented by the Association.
- B. The Committee will meet on a quarterly basis unless, by mutual agreement, the parties schedule additional meetings or elect to forego a meeting.
- C. Items to be discussed must be submitted by either party at least one (1) week prior to the date of the meeting and those mutually agreed upon shall be placed on the agenda. Additional items may be added by mutual agreement during the Committee meeting.
- D. Committee members shall not be subject to loss of pay resulting from time spent in performing Committee duties.
- E. Committee discussions and recommendations are not intended to detract from, interfere with, or in any way replace the normal meet and confer process. No amendment to this Agreement shall be entertained nor agreed to at these Committee meetings. Further, the actions or inaction of a Department Head upon recommendations of the Committee shall not be subject to the grievance procedure of this Agreement.

16.4 LEAVES OF ABSENCE WITHOUT PAY.

(Per Personnel Rules Chapter 14 - Leaves) A Leave of Absence shall be limited to a maximum of twelve months and requires the approval of the County Director of Support Services. Such leave shall not extend beyond twelve (12) months except in cases to comply with external legal requirements such as for medical or disability accommodation.

16.5 RESTRICTIONS ON PROMOTIONS.

Only employees who have completed initial probation may be promoted to a higher classification, except with Department Head and Director of Support Services approval for extraordinary reasons.

16.6 JOINT ISSUES FORUM.

A member of the Association 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.

16.7 EDUCATIONAL EXPENSES.

For members of the Association, Section 20.10.C of the Personnel Rules will be applied with the following changes: "Upon the department head's approval, the County will pay for or reimburse an employee for actual, reasonable, and necessary costs of other classes, seminars, or workshops related to the employee's

current employment and which are not taken for the purpose of qualifying for another position or non-County employment.”

ARTICLE 17. GRIEVANCE PROCEDURE

17.1 DEFINITIONS

- A. **Grievance.** A grievance is a claimed violation, misapplication, or misinterpretation of a specific provision of this Agreement or one 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.

17.2 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 the employee 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.

17.3 FORMAL PROCESS

- A. **Step 1:** If a grievant is not satisfied with the resolution proposed at the informal level, the grievant 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, un-budgeted expenditure. In those instances, actions by the Board of Supervisors may include modifications or reversals.

17.4 GRIEVANCE BOARD

- A. The Grievance Board shall consist of three (3) members as follows who shall act as neutrals:
- (1) A Department Head, or his/her designee, of a County department other than that in which the aggrieved employee is assigned, to be appointed by the County Executive Officer;
 - (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.

17.5 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 County 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 County Personnel Office.

ARTICLE 18. PEACEFUL PERFORMANCE

18.1 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.

18.2 DISCIPLINE.

Any employee who participates in any activity prohibited by section 18.1 of this article shall be subject to discharge or any less discipline as the Employer shall determine. Such discharge or discipline shall be subject to Article 15, Disciplinary Action.

18.3 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 18.1 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 19. PERSONNEL RULES

19.1 Additional rules, regulations, policies, and general working conditions governing employment for employees covered by this agreement are set forth in the County Personnel Rules.

19.2 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 consult on any proposed substantive changes. Should the Association choose to meet and consult, 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 consult in a timely manner. If an agreement is not reached the County reserves the right to unilaterally implement in accordance with the law.

19.3 The following provisions of the County Personnel Rules are covered by this article:

- A. Voluntary Time Off Without Pay;
- B. Leaves of Absence;
- C. Drug/Alcohol Testing Policy;
- D. Salary administration provisions dealing with reclassification; anniversary dates;
- E. Layoff Provisions;
- F. Travel Policy;
- G. Performance Evaluation Policy (Chapter 34, Personnel Rules, procedure only).

The above provisions which are contained in the County Personnel Rules are the proper subject of the Grievance Procedure.

ARTICLE 20. FULL UNDERSTANDING, MODIFICATION AND WAIVER

20.1 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.

20.2 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.

20.3 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 County's Board of Supervisors.
- 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.

20.4 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.

20.5 CONTROLLING AUTHORITY.

This Memorandum of Understanding shall supersede any documents unilaterally adopted by the County where conflicts exist regarding a subject covered herein.

20.6 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 re-negotiate the provision or provisions so affected.

To memorialize that the foregoing terms and conditions of employment have been agreed to by authorized representatives of the parties to this Agreement and are recommended to their respective principals, the negotiating team members have signed below:

For the County:

Gage Dungy
Chief Negotiator

Angela Davis
Director of Support Services

Shelley Forbes
Team Member

Kari Kibler
Personnel Analyst II

Date

For the Association

Jerry Camous
Chief Negotiator

Eric Faxon
PPOA President

Jesse Trammel
Member

Jason Schwerdt
Member

Date

10/14/19

For the County:

Gage Dungy
Chief Negotiator

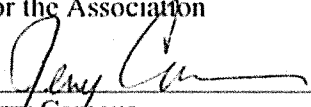
Angela Davis
Director of Support Services

Shelley Forbes
Team Member

Kari Kibler
Personnel Analyst II

Date

For the Association



Jerry Camous
Chief Negotiator

Eric Faxon
PPOA President

Jesse Trammel
Member

Jason Schwerdt
Member

Date

ATTACHMENT A			
PPOA SALARY FOR MOU TERM			
		Current as of 08/01/2019	
Job Classification	Range	A Step	F Step
DEPUTY PROBATION OFFICER I	433	3403	4343
DEPUTY PROBATION OFFICER II	453	3751	4789
DEPUTY PROBATION OFFICER III	468	4037	5153
JUVENILE DETENTION OFFICER I	FLAT	2940	2940
JUVENILE DETENTION OFFICER II	413	3086	3939
SUPRVSG JUVENILE DETENTION OFC	433	3403	4343
SUPRVSG PROBATION OFFICER	488	4451	5681

ATTACHMENT B			
PPOA SALARY FOR MOU TERM			
Job Classification	Range	Beginning with Pay Period 10/27/2019	
		A Step	F Step
DEPUTY PROBATION OFFICER I	433	3488	4451
DEPUTY PROBATION OFFICER II	453	3845	4908
DEPUTY PROBATION OFFICER III	468	4138	5281
JUVENILE DETENTION OFFICER I	FLAT	3013	3013
JUVENILE DETENTION OFFICER II	413	3164	4038
SUPRVSG JUVENILE DETENTION OFC	433	3488	4451
SUPRVSG PROBATION OFFICER	488	4562	5823

ATTACHMENT C			
PPOA SALARY FOR MOU TERM			
Job Classification	Range	Beginning with Pay Period 08/02/2020	
		A Step	F Step
DEPUTY PROBATION OFFICER I	433	3593	4585
DEPUTY PROBATION OFFICER II	453	3961	5055
DEPUTY PROBATION OFFICER III	468	4262	5440
JUVENILE DETENTION OFFICER I	FLAT	3104	3104
JUVENILE DETENTION OFFICER II	413	3258	4159
SUPRVSG JUVENILE DETENTION OFC	433	3593	4585
SUPRVSG PROBATION OFFICER	488	4699	5997

ATTACHMENT D			
PPOA SALARY FOR MOU TERM			
Job Classification	Range	Beginning with Pay Period 08/01/2021	
		A Step	F Step
DEPUTY PROBATION OFFICER I	433	3664	4677
DEPUTY PROBATION OFFICER II	453	4040	5157
DEPUTY PROBATION OFFICER III	468	4347	5549
JUVENILE DETENTION OFFICER I	FLAT	3166	3166
JUVENILE DETENTION OFFICER II	413	3324	4242
SUPRVSG JUVENILE DETENTION OFC	433	3664	4677
SUPRVSG PROBATION OFFICER	488	4793	6117

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: October 22, 2019

CATEGORY: Regular - Public Works-5.

SUBJECT:

Downtown Facility Planning Workshop

DEPARTMENT: Public Works
Administrative Office

Supervisory District No. : All

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

STAFF REPORT APPROVED BY: Pat Minturn, Public Works Director / Terri Howat, County Chief Financial Officer

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

RECOMMENDATION

Take the following actions: (1) Receive a report from Nichols-Melburg & Rossetto, AIA & Associates, Inc.; and (2) provide direction to staff regarding County facilities and projected space needs in Downtown Redding.

SUMMARY

A workshop is proposed to discuss County facilities and projected space needs in Downtown Redding.

DISCUSSION

Downtown Redding is the County Seat. Key facilities include the Administration Center, Courthouse, Jail, Probation, District Attorney, Fleet and other County offices. Space studies have been undertaken to plan for pending developments. On May 1, 2018, the Board entered into an agreement with Nichols-Melburg & Rossetto AIA and Associates, Inc. (NMR), to evaluate its space needs in the next ten to twenty years with an eye to centralizing in the Downtown area. On September 11, 2018, the Board amended the agreement to include other potential tenants in the Downtown area. A workshop is proposed for NMR to present information and garner Board input.

ALTERNATIVES

The Board may decline to receive an update at this time. The agreement goes through December 31, 2019.

OTHER AGENCY INVOLVEMENT

This recommendation has been reviewed by the County Administrative Office.

FISCAL IMPACT

Departments potentially affected by this study have funded its development. Adequate funds have been included in the Adopted FY 2019/20 budgets for the respective departments.