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ADMINISTRATIVE MANUAL		1-100
SECTION:	General Administration	Administrative Manual
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PURPOSE

1. To clearly state and compile within one manual, administrative policies and procedures which have countywide or interdepartmental application.
2. To establish a standard format and an orderly process for the development, review, and distribution of policies and procedures which are to be included in the Administrative Manual.

BACKGROUND

The County Executive Officer is the agent of the Board of Supervisors and is responsible for supervising and coordinating the administration and operation of the County organization. Written policies and procedures established by the Board of Supervisors to govern general activities throughout the County will contribute to the more efficient and effective achievement of County objectives. The County Executive Officer has been designated by the Board of Supervisors to "... administer policies established by the Board of Supervisors and promulgate rules and regulations necessary to implement those policies." The Administrative Manual is designed to incorporate additional policies and procedures as they become necessary.

DEFINITION

Unless otherwise stated in any section of the Administrative Manual, the term "department" includes all County agencies and departments, and the term "department head" includes an agency director or department head.

POLICY

1. The Administrative Manual is established to contain policies and procedures which have County organization-wide applications. The Administrative Manual will be regulated by the Board of Supervisors and will not contain policies or procedures which are internal to particular departments.
2. The County Administrative Office, as well as general administration and support departments, may draft policies and procedures which have countywide application for consideration and incorporation in the Administrative Manual by the Board of Supervisors.

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3. The format of all Administrative Manual items will be standardized. An item will include a policy and/or procedure as appropriate. A policy provides general guidelines for action, while a procedure defines the specific steps to be taken to fulfill stated purposes.
4. Each department head is responsible for ensuring that staff is utilizing the current Administrative Manual.

PROCEDURE

The following procedure should be used when a department wants to propose a new policy or procedure or update an existing policy.

1. The department head (or his/her designee) will discuss a new policy with the County Executive Officer. Once the concept is approved, the department will draft the new policy using a prescribed format which includes the following: (1) heading, (2) purpose, (3) background, (4 & 5) proposed policy and/or procedure, (6) sunset date (if appropriate), (7) responsible departments, and (8) references. The department will coordinate with all general administration and support departments which may be affected by the proposed policy or procedure.
2. A completed copy of the proposed policy or procedure will be submitted to the County Executive Officer for approval with a cover memo briefly explaining the reasons for the new procedure and listing the departments with which the item has been coordinated.
3. After proper approvals, the item will be numbered and issued for inclusion in the Administrative Manual. Any proposed or updated policy, rule, or regulation established to implement Board of Supervisors' policies shall be submitted to the Board for its approval prior to inclusion in the manual. Additionally, an electronic copy of the policy (in a word processing format as determined by the Clerk of the Board Division) must be submitted to the Clerk of the Board Division. The Clerk of the Board is responsible for distributing new and updated policies and procedures to departments and the Board of Supervisors via email as well as posting the updated or new policies on the County's Intranet site in an expeditious manner.
4. Notwithstanding section 3 above, the County Executive Officer is delegated the authority to make non-substantive modifications to any and all provisions of the Administrative Manual, such as, but not limited to, format, grammar, references, and title changes, without the necessity of a policy resolution approved by the Board of Supervisors. The County Executive Officer will

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modify the “Latest Revision Date” (effective date) in the affected policy, and add a modification date to the “References” section of the affected policy. The Clerk of the Board Division will distribute the update as indicated in section 3 above.

On an annual basis, the responsible departments listed at the end of each item should review those items within their responsibility to determine if they continue to reflect current practices. Modifications and deletions should follow the above procedure.

RESPONSIBLE DEPARTMENTS

County Administrative Office/Clerk of the Board

REFERENCES

- Administrative Update--07/13/2012
- BOS Policy Resolution No. 2012-01--02/07/12 (Amended)
- BOS Policy Resolution No. 2008-02--3/4/08 (Renumbered from 1-305 to 1-100)
- BOS Policy Resolution No. 2003-3--11/25/03 (Amended)
- BOS Policy Resolution No. 93-5--6/1/93 (Amended)
- BOS Policy Resolution No. 91-7--10/15/91 (Amended)
- Chapter Sections: 2.12.010 - 2.12.090 (1988)

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PURPOSE

To outline the rules for the operation of and conduct of business before the Shasta County Board of Supervisors (Board). This Administrative Policy also applies to any board in which the entire Shasta County Board of Supervisors acts as the governing board, including, but not limited to, the In-Home Supportive Services Public Authority, the Shasta County Water Agency, and the Shasta County Housing Authority.

The Board incorporates, by reference, as part of this Administrative Policy, the Ralph M. Brown Act (the “Brown Act”), beginning at section 54950 of the Government Code. To the extent any provisions in this Administrative Policy conflict with the Brown Act, the provisions in the Brown Act shall govern.

POLICY/PROCEDURE

RULE 1. ELECTION OF OFFICERS.

The Board shall elect a chairman and vice-chairman from among its members at its first meeting after the first Monday in January of each year, or as soon thereafter as practical.

RULE 2. DUTIES OF OFFICERS.

- A. The chairman shall preside over, preserve order and decorum, and announce each action of the Board at all Board meetings. Unless otherwise provided by these rules, the chairman shall decide all questions of order and procedure, subject to appeal by any Board member to the Board as a whole.
- B. The chairman, at the direction of the Board, shall appoint in a timely manner all committees of the Board necessary or convenient for conduct of the Board's business, provided that the Board may direct that committee members be nominated by one or more Board member and confirmed by the Board.
- C. The chairman may make or second a motion on any matter, without relinquishing the chair. The chairman should normally make a motion only if the chairman is convinced that no other Board member wishes to do so. The chairman may discuss and vote upon any matter as a member of the Board without relinquishing the chair.

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- D. If the chairman is absent or unable to act, the vice-chairman shall assume the role of chairman.
- E. The chairman is authorized, on behalf of the Board, to execute all contracts, resolutions, ordinances, and other official actions of the Board. When the chairman is absent or otherwise unable to act, the vice-chairman shall have such authority.

RULE 3. MEETINGS; NOTICE OF MEETINGS.

- A. Regular meetings of the Board shall generally be held on Tuesdays beginning at 9:00 a.m. However, in order to accommodate particularly heavy agendas, or for other good cause, the chairman may alter the time at which a particular Board meeting will be called to order. The Clerk of the Board will give notice of the date and time the meeting is scheduled to begin as required by the Brown Act. All regular meeting dates shall be determined by an annual meeting calendar, adopted, and amended by the Board each year.
- B. Special meetings may be called pursuant to the provisions of Government Code section 54956. Any meeting may be adjourned or continued as provided in Government Code sections 54955 and 54955.1.
- C. Notice of a special meeting will be given by the Clerk of the Board of any gathering at which County business may be discussed if a quorum of the Board may wish to attend. Notice is not required for the Board's attendance at events exempt from the Brown Act under subdivision (c) of Government Code section 54952.2, as it now exists and as it may be amended.

RULE 4. LOCATION OF MEETINGS/TELECONFERENCING.

- A. Regular meetings of the Board shall be held at the County Administration Center, 1450 Court Street, Room 263, Redding, California, unless the annual meeting calendar, as adopted or amended, identifies another location within the County for a particular regular meeting. This location shall be referred to as the "Board Room"

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or the “Board Chambers.” Regular and special meetings shall be held within the County except as otherwise authorized under the Brown Act.

- B. It is the Board’s policy that all meetings of the Board be conducted in-person, regardless of provisions in the Brown Act authorizing members of the Board, County staff, and members of the public, to participate in meetings via telephonic or electronic methods.
1. Except upon the approval of a majority of the Board, members of the Board shall not participate in meetings using teleconferencing.
 2. Except upon the approval of a majority of the Board, County staff and/or members of the public shall not participate in meetings of the Board using teleconferencing. However, outside consultants providing reports or making presentations to the Board may appear by teleconferencing upon prior approval of the County Executive Officer.
 3. The term “teleconferencing” has the same meaning as “teleconference” in the Brown Act, and also includes the ability for either County staff or members of the public to participate in a meeting of the Board by any telephonic or electronic methods.
- C. Individual members of the Board may use the Board Chambers, as well as the foyer and rooms adjacent to the Board Chambers, in furtherance of County business and operations. No Board member shall be restricted in such use, except where such restriction is authorized by a majority vote of the Board.

RULE 5. CANCELLATION OF MEETINGS.

- A. Any future meeting of the Board may be canceled in advance by the Board. The chairman (or vice-chairman when the chairman is absent or unable to act) may also cancel a future meeting under the following circumstances:

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- (1) When a majority of the members of the Board have confirmed, either in open session at a previous meeting or independently in writing, their unavailability to attend a future meeting.
- (2) When staff advises the chairman that there are five or fewer items requesting action by the Board to be scheduled on the proposed agenda for a future meeting.

RULE 6. ORDER OF BUSINESS. The regular order of business of the Board is:

- A. Call to Order
- B. Invocation
- C. Pledge of Allegiance
- D. Regular Calendar
 - (1) Board Matters
 - (2) Presentations
- E. Public Comment Period - Open Time
- F. Consent Calendar
- G. Regular Calendar, Continued
 - (1) General Government
 - (2) Health and Human Services
 - (3) Law and Justice
 - (4) Public Works
 - (5) Resource Management
 - (6) Other Departments
- H. Scheduled Hearings
- I. Closed Session (if needed)
- J. Adjournment

Note: The regular order of business of the Board for a particular meeting may be altered by the chairman prior to the posting of the agenda, in accordance with the Brown Act, for that meeting. However, the Public Comment Period – Open Time shall always precede the consent calendar.

RULE 7. AGENDA.

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- A. General. The agenda for each Board meeting shall be prepared by the Clerk of the Board and shall include matters that come before the Board in the ordinary course of business or which are placed upon the agenda at the direction of the Board or the chairman. Requests for special appearances before the Board or for consideration of matters that would not normally come before the Board in the ordinary course of business shall be considered and determined by the chairman. The Board or the chairman may change the order in which agenda items are considered by it during any meeting. However, the Public Comment Period – Open Time shall always precede the consent calendar.
- B. Agenda Preparation and Schedule. Except as otherwise approved by the County Executive Officer, departmental requests, i.e., staff reports, for items to be placed on the agenda must be fully approved in the County’s agenda management system no later than 9:00 a.m. Tuesday for the following Tuesday’s meeting and must include all supporting documents and materials. Departments are encouraged to submit agenda items to the County Administrative Office as far in advance of the deadline as possible.
- C. Staff Reports for Agenda Items.
- (1) Agenda items, excluding some outside agency items, presentations, or proclamations as approved by the Clerk of the Board, shall be accompanied by a staff report, which should not be more than three pages long, from the requesting department in the format determined by the Clerk of the Board.
 - (2) Outside agencies who request an agenda item: (a) must obtain approval from the chairman for action items under Rule 7.A or must obtain approval from either the County Executive Officer or the chairman for presentation items under Rule 7.H; and (b) may be required to work with a County department as assigned by the County Executive Officer to submit a staff report in the format as described in Rules 7.A. and 7.B.
 - (3) Every staff report recommending an action that would change existing policy or practice shall clearly identify the existing policy or practice, the

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proposed change(s), the effect of the recommendation on that policy or practice, and shall explain why the recommendation should be approved.

- (4) It is the responsibility of the requesting department to ensure staff work is completed prior to submitting a staff report in the County's agenda management system requesting that an item be placed on the agenda. Departments proposing agenda items that overlap the responsibilities or impact the administration of other County departments are requested to coordinate such items prior to submission and to note that coordination under "Other Agency Involvement" in the staff report.
- (5) When two or more departments jointly make a proposal to the Board or the recommended action affects the financing or otherwise significantly impacts any other department(s), all affected department heads must approve the staff report.

D. Agenda and Staff Report Availability.

- (1) The Clerk of the Board shall cause a copy of the Board's agenda to be posted at least 72 hours in advance of each regular Board meeting by a direct link on the County's primary Internet Homepage ("Homepage") and at one or more places freely accessible to the public. The Clerk of the Board shall make copies of the agenda available to interested persons at each Board meeting. A copy of the agenda will be mailed to individuals who so request and who submit stamped, self-addressed envelopes to the Clerk of the Board, or upon request, will be sent via e-mail.
- (2) The agenda and staff reports are typically posted on the Homepage by 5:00 p.m. the Friday before the meeting.
- (3) Documents which are distributed to at least a majority of the Board for consideration at a Board meeting are public records which must be made available to the general public for inspection and copying without delay; provided, however, any documents exempt from disclosure under the Public Records Act need not be disclosed.

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E. Items Outside the Purview of the Board.

- (1) Unless otherwise allowed by law or exception as approved by County Counsel, no position shall be considered or taken by the Board concerning candidates for public office, propositions on the ballot, or other issues which will come before the voters.
- (2) Nothing in this section shall be construed to limit the ability of the Board to take action in support of, or opposition to, federal or state legislation affecting the operation of county government.

F. Public Comment Period - Open Time.

- (1) Pursuant to Government Code section 54954.3 of the Brown Act, members of the public may directly address the Board on any agenda item on the regular calendar before or during the Board's consideration of the item. In addition, the Board provides the members of the public with a Public Comment Period -Open Time, 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.
- (2) Persons requesting appearance during a regular agenda item or during Public Comment Period - Open Time should obtain, complete, and submit a "Request to Speak Before the Shasta County Board of Supervisors (or Other Board)" form from the Clerk of the Board. The contents of that form shall be established by the Clerk of the Board.
- (3) Speakers will be limited to three minutes unless the chairman determines that all speakers will be allowed a shorter or longer period of time.
- (4) Brown Act provisions do not allow action or Board discussion on unagendized items, except that Board members or staff may briefly respond to statements made or questions posed by Open Time speakers. A Board member may ask a question for clarification, refer the matter to an

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appropriate department for follow-up, and/or request to schedule the matter for a presentation or action at a future Board meeting. When a referred matter is resolved at the staff level, the department head shall notify the Clerk of the Board informing them of the resulting action.

G. Board Room Rules of Order.

- (1) In order to ensure that business is conducted in an orderly fashion and that all have an equal opportunity to observe and participate in the proceedings, the following rules of order shall apply to all meetings covered by this policy.
- (2) Signs, placards, or posters that exceed a size of 18” x 24” shall not be brought into the Board Room and shall not be brought into the enclosed foyer in front of the Board Room. Signs, placards, or posters shall not be affixed to the walls or windows in the Board Room and shall not be affixed to the walls or windows in the enclosed foyer in front of the Board Room.
- (3) County audio-visual equipment is reserved for use for County business and for presentations authorized by this policy. Such equipment is not available for other purposes with the following exception: The overhead projector in the Board Room may be used by members of the public to display images while providing public comment. Any such display shall not employ images which disrupt, disturb, or otherwise impede the orderly conduct of the Board meeting and the Chair may order such a display to be removed or discontinued.
- (4) Unless addressing the Board or entering or leaving the meeting chamber, all persons in the audience shall remain sitting in the seats provided or standing along the back wall of the Board Room. No person shall block the doorways or otherwise block ingress and egress. Media representatives may stand and use equipment to record proceedings in certain areas so designated by the County Executive Officer, which do not block ingress and egress or disrupt, disturb, or otherwise impede the orderly conduct of the proceedings.

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- (5) Unreasonable and excessive cheering, yelling, whistling, hand clapping, or foot stamping which disrupts, disturbs or otherwise impedes the orderly conduct of the proceedings is prohibited.
- (6) Eating or drinking, with the exception of beverages in containers with secure lids or tops, is prohibited in the Board Room.
- (7) Each person who addresses the Board of Supervisors shall not use loud, threatening, profane, or abusive language which disrupts, disturbs, or otherwise impedes the orderly conduct of the Board meeting. Any such language or any other disorderly conduct which disrupts, disturbs, or otherwise impedes the orderly conduct of the Board meeting is prohibited.
- (8) The Chair may order removed from the Board Room any person who commits any act which disrupts, disturbs, or otherwise impedes the orderly conduct of the Board meeting.

H. Board Matters.

Proclamations that require Board action will be placed under the “Board Matters” heading, unless otherwise directed by the County Executive Officer.

I. Presentations.

- (1) Presentations on matters of interest or concern to the Board which require discussion but no action will be placed on the Board’s agenda under the heading “Presentations.” These presentations may be placed on the agenda by direction of the Board at a Board meeting or by the County Executive Officer or by the chairman. An individual Board Member may also place a presentation item on the Board’s agenda for a future Board meeting. County department heads, a governmental entity, group, or individual may place a presentation item on the Board’s agenda with approval of the County Executive Officer or approval of the chairman. During the course of discussion, should the Board determine that action will be necessary, the matter will be scheduled for a future meeting and placed on that meeting agenda under the appropriate heading.

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- (2) Other non-action items which may be placed under the “Presentations” section of the agenda include presentations of Certificates of Recognition, Commendation, or Appreciation and other types of special recognition.

J. Board Members’ Reports.

- (1) Any member of the Board may make a brief report on his or her activities. The activities reported on are limited to those of county-wide significance. If discussion appears necessary on a topic raised during Board Members’ Reports, the topic may be agendaized for a future meeting by direction of the Board or by the chairman.
- (2) Board Members’ Reports will appear on the agenda for each regular meeting under the Regular Calendar, “General Government,” heading.

RULE 8. ORDER OF PROCEDURE FOR HEARINGS.

The order of procedure for hearings before the Board is:

- A. The chairman calls agenda items by subject or title. For appeal hearings, the chairman announces the scope of the hearing.
- B. Any Board member voluntarily or involuntarily disqualified from making or participating in the making of the decision shall follow the procedures set forth in Rule 11.
- C. The chairman shall acknowledge receipt of any documents offered as evidence and filed with the Clerk of the Board prior to the hearing.
- D. The staff report shall be given, including recommended environmental action and, if appropriate, recommended conditions of approval
- E. The chairman shall open the public testimony phase and the Board shall receive testimony from persons seeking approval or a recommendation for approval of the

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matter before the Board. The applicant or proponent, if any, may speak first if he or she so requests. In cases of an appeal, the appellant shall speak first.

- F. Public testimony shall be received from persons opposed to the matter before the Board.
- G. A summation may be made by the applicant, proponent or appellant, at the discretion of the chairman. A summation may be limited to five minutes.
- H. Rebuttal and surrebuttal shall be allowed at the discretion of the chairman and shall be limited to matters already raised by prior evidence and testimony.
- I. The chairman shall close the public testimony phase of the hearing.
- J. Staff may clarify or modify its recommendation, if necessary.
- K. Environmental findings shall be made, if required and appropriate.
- L. A motion for disposition shall be called for; discussion on the motion shall be permitted; and the Board shall vote on the action, including findings.
- M. The chairman shall announce the action of the Board.

Note: The chairman may alter the foregoing order of procedure as circumstances warrant.

Note: A Board member may ask a question of any person at any time during a hearing.

RULE 9. DOCUMENTARY AND PHYSICAL EVIDENCE FOR HEARINGS.

- A. Letters, petitions, and written, printed, or photographic materials, and other physical evidence intended to be used as evidence before the Board shall be provided to the Clerk of the Board prior to the time of the hearing or presented to the Board at the hearing. The Clerk of the Board shall cause each piece of such evidence received by the Board to be adequately identified in the minutes of the hearing and shall include the evidence received in the Clerk of the Board's file of

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the matter under consideration by the Board. Documents distributed to the Board during a meeting must be made available to the public immediately if prepared by County staff or as soon as possible after the meeting if prepared by someone else.

- B. This rule does not apply to technical and other documents kept as public records by any County department, officer, or employee in the ordinary conduct of County business.

RULE 10. TESTIMONY.

Any person desiring to address the Board shall, when recognized by the chairman, approach the rostrum.

RULE 11. VOTING.

- A. Voice Vote. The Board shall act by voice vote on matters before it. The chairman shall verbally state the name of the Board member who made the motion and the name of the Board member who made the second. The roll need not be called in voting unless requested by a Board member or the County Executive Officer. Any Board member present who does not vote audibly shall be recorded as voting “yes.” Unless a greater number is otherwise required by law, an affirmative vote of three members is necessary for the Board to take action.
- B. Abstentions and Disqualifications. An abstention or disqualification from voting on the merits of any matter shall be announced audibly and shall count as a non-vote. The Board member shall state the reason for the abstention or disqualification, and in the case of a financial conflict of interest, the Board member shall identify the financial interest that gives rise to the conflict of interest in detail sufficient to be understood by the public. However, disclosure of a financial conflict of interest does not require the Board member to disclose the exact street address of a residence.
- (1) If the reason for a Board member's abstention is an actual or perceived conflict of interest, that Board member shall disqualify himself or herself from taking part in the discussion and voting on the item and, in the case of a financial conflict of interest, leave the board chambers until after the

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discussion, vote, and any other disposition of the item is concluded. However, in the case of a financial conflict of interest, if the matter before the Board is on (and remains on) the consent agenda, the Board member with the financial conflict of interest is not required to leave the board chambers so long as the minutes reflect that the Board member has disqualified himself or herself from discussing and voting on the particular agenda item. Nevertheless, when a Board member has a financial conflict of interest and has disqualified himself or herself, he or she may speak on the issue during the time that the general public speaks on the issue.

- C. Tie Vote. Regardless of how a motion is stated, a tie vote on a motion affecting the merits of any matter shall be deemed to be a denial of approval of the matter, or a recommendation for such denial, as appropriate.

- D. Motion to Reconsider. A final vote on any matter before the Board may be reconsidered only during the same meeting as when the original vote was taken or, if agendized, at the next regular meeting. A motion to reconsider a final vote may be made only by a Board member who voted “yes” or “no” on the prevailing side in the final vote proposed for reconsideration. If any person who addressed the Board on the matter is no longer present and the Board approves a motion to reconsider, the matter shall be continued to another meeting and notice of the reconsideration and the time and place thereof shall be given in the same manner as notice of the consideration of the matter was originally given. If a motion to reconsider passes, the original matter will be brought back before the Board and will be considered as if it were before the Board for the first time. A motion to reconsider shall not be in order when something has been done as a result of the vote which is impossible to undo.

RULE 12. ABSENCE FROM HEARING.

A Board member who was absent from all or part of a hearing may vote on the matter heard if the Board member states he or she has reviewed all evidence received during the absence and listened to the recording or has read an available transcript of the proceedings occurring during their absence.

RULE 13. ACTION.

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All actions of the Board on the merits of any matter before it shall be taken by ordinance, resolution, or minute order.

RULE 14. DISQUALIFICATION.

- A. A Board member shall disqualify himself or herself from making or participating in the making of any decision when so required by the Shasta County Conflict of Interest Code or other law. No Board member is required to disqualify himself or herself on any matter which cannot legally be acted upon or decided by the Board without his or her participation.

- B. To ensure that a Board member will hear a matter with an open mind and is not committed to a certain decision or position prior to hearing and considering all the evidence, a Board member shall disqualify himself or herself from making or participating in the making of any decision on a matter which he or she has appeared or intends to appear in support of, or in opposition to, the matter before the Board of Employee Appeals, the Planning Commission, or any other body whose decision may be appealed to the Board.

- C. In accordance with Rule 11, a disqualified Board member shall leave the meeting while the item concerning the matter for which the Board member is disqualified is being considered.

RULE 15. SUSPENSION OF RULES.

Except as limited by law, the Board may temporarily suspend, by the affirmative vote of three Board members, the operation of all or part of these rules to facilitate the conduct of the Board's business.

RULE 16. ROSENBERG'S RULES OF ORDER.

If these rules do not specifically address a point of order or procedural question which arises during a Board meeting then Rosenberg's Rules of Order will govern. However, failure to follow Rosenberg's Rules of Order or the rules outlined in this Administrative Policy shall not invalidate any action taken.

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RULE 17. ADMINISTRATIVE PROCEDURES.

The County Executive Officer may establish procedures or forms for the purpose of carrying out this policy subject to review and approval by the chairman.

RULE 18. AMENDMENT OF RULES.

The Board may from time to time amend these rules by resolution.

RULE 19. PUBLICATION OF RULES.

The Clerk of the Board shall cause these rules and any amendments to them to be available for public inspection at the Clerk of the Board's office and may distribute copies to persons who so request upon payment of any charge for reproduction pursuant to the Clerk of the Board's fee schedule.

COUNTY OF SHASTA ADMINISTRATIVE MANUAL		Number
		1-101
SECTION:	General Administration	Operation and Conduct of Business Before the Board of Supervisors
INITIAL ISSUE DATE:	April 9, 1991	
LATEST REVISION DATE:	April 19, 2022	
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RESPONSIBLE DEPARTMENTS

County Administrative Office
Clerk of the Board
County Counsel

REFERENCES

BOS Policy Resolution No. 2022-02 – 04/19/22 (Amended)
BOS Policy Resolution No. 2022-01 – 03/15/22 (Amended)
BOS Policy Resolution No. 2021-02 – 05/25/21 (Amended)
BOS Policy Resolution No. 2019-03 – 11/19/19 (Amended)
Administrative Update--07/13/2012
BOS Policy Resolution No. 2010-01--4/6/10 (Amended; effective May 27, 2010)
BOS Policy Resolution No. 2009-04--10/06/09 (Amended)
BOS Policy Resolution No. 2007-7--8/14/07 (Amended)
BOS Policy Resolution No. 2007-2--4/24/07 (Amended)
BOS Policy Resolution No. 2005-6--8/02/05 (Amended)
BOS Policy Resolution No. 2004-4--7/27/04 (Amended)
BOS Policy Resolution No. 2003-3--11/25/03 (Amended)
BOS Policy Resolution No. 2002-3--11/26/02 (Amended)
BOS Policy Resolution No. 2001-11--8/14/01 (Amended)
BOS Policy Resolution No. 98-6--12/29/98 (Amended)
BOS Policy Resolution No. 94-8--9/20/94 (Amended)
BOS Policy Resolution No. 94-6--7/26/94 (Amended)
BOS Policy Resolution No. 94-3--5/3/94 (Amended)
BOS Policy Resolution No. 93-5--6/1/93 (Amended)
BOS Policy Resolution No. 91-7--10/15/91 (Amended)
BOS Policy Resolution No. 91-4--4/9/91
BOS Policy Resolution No. 90-4--2/13/90 (Amended)
BOS Policy Resolution No. 89-2--7/18/89 (Amended)
BOS Policy Resolution No. 1-1--2/2/88 (Superseded)
BOS Policy 1-6-1--1/17/84 (Rescinded)

COUNTY OF SHASTA		Number
ADMINISTRATIVE MANUAL		1-103
SECTION:	General Administration	Delegation of Authority
INITIAL ISSUE DATE:	February 13, 1990	
LATEST REVISION DATE:	July 13, 2012	
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PURPOSE

The Board of Supervisors wishes to delegate administrative and budgetary responsibility in an effort to simplify the budget process and also wishes to simplify the agenda process.

POLICY

Pursuant to Government Code Section 29125, which provides for the delegation of authority to a designated official to approve transfers and revision of appropriations within a budget unit, the Board has amended Resolution 87-201 to designate the County Executive Officer or his assigned deputy to approve such transfers.

Pursuant to Government Code Section 25355, which allows the Board of Supervisors to delegate the authority to accept donations on behalf of the County, the Board authorizes department heads to accept such donations up to the amount of \$2,500. Any donation above this limit shall be brought before the Board of Supervisors for formal acceptance.

Pursuant to Government Code Section 29741, which allows the Board of Supervisors to authorize expenditures by order of the Board, the Board authorizes the Social Services Director to approve issuance of foster care payroll.

Pursuant to Government Code Section 25502.3, the Board of Supervisors has enacted Shasta County Code Section 3.04.010, which delegates to the County Executive Officer, as the Purchasing Agent, the authority to engage independent contractors to a maximum total cost not to exceed \$50,000. Either the County Executive Officer or the Purchasing Division is authorized to exercise this authority.

Reference is made to Policy [6-101](#), *The Contracts Manual*, by which County department heads are authorized to enter into specified personal services contracts at a total cost not to exceed \$10,000.

Further, it is desirable for the Board agenda process to be simplified; therefore, the Board requires claims of liability, upon filing with the Clerk of the Board, to be immediately transmitted to Risk Management for proper disposition.

Further, the Board of Supervisors has stated its intent to allow department heads, in conjunction with the County Executive Officer, to investigate and identify additional budgetary and agenda responsibilities which may appropriately be delegated.

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Further, the Board of Supervisors has delegated to the Social Services Director in the name of the County and the State the authority pursuant to Welfare and Institutions Code Section 17109 to accept the transfer or grant of property or interest in property or lien thereon from General Assistance recipients as a condition of their receipt of aid; to make the investigations and determinations required by Section 17407; and to sell personal property, release or subordinate the lien, or reconvey the interest or estate as provided in Section 17400 et seq. The Director shall execute any necessary instruments and shall do so in the name of the County and the State of California.

RESPONSIBLE DEPARTMENTS

County Administrative Office
Support Services - Purchasing Division
Support Services - Risk Management Division
Social Services Department
Auditor-Controller

REFERENCES

Administrative Update--07/13/2012
BOS Policy Resolution No. 2008-02--3/4/08 (Renumbered from 1-205 to 1-103)
BOS Policy Resolution No. 2007-2--4/24/07 (Amended)
BOS Policy Resolution No. 2004-4--7/27/04 (Amended)
BOS Policy Resolution Nos. 2001-10 and 2001-12--8/14/01 (Amended)
BOS Policy Resolution No. 96-6--8/6/96 (Amended)
BOS Policy Resolution No. 94-3--5/3/94 (Amended)
BOS Policy Resolution No. 93-5--6/1/93 (Amended)
BOS Resolution No. 1-62--2/2/88 (Valid)
Govt. Code Sections 25355, 29125, 29741, 25502.3
BOS Resolution No. 87-201

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ADMINISTRATIVE MANUAL		1-105
SECTION:	General Administration	Board/County Staff Relations
INITIAL ISSUE DATE:	February 13, 1990	
LATEST REVISION DATE:	July 13, 2012	
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PURPOSE

To document the respective roles of County department heads, the County Executive Officer, and the Board of Supervisors.

BACKGROUND

Definition: When the phrase "Board of Supervisors" or "Board" is used, it is to be taken as the Board sitting as a body. This is to be distinguished from the phrase "individual member of the Board" or "member" or "Supervisor," which designates an individual without the power of the Board as a whole.

The Board of Supervisors is the governing body of the County and has general supervisory authority over all county officers (Government Code Section 25303). Note: The District Attorney, in his/her capacity as public prosecutor, is considered a state officer under the direction of the Attorney General; therefore, the Board does not have supervisory authority over the District Attorney in his/her prosecutorial capacity and may not conduct an investigation in that regard. However, the County functions of the District Attorney may be investigated. Similarly, the Sheriff, with regard to law enforcement (but not correctional or custodial duties), acts as a state officer under the supervision of the Attorney General; the same limitations apply. (Government Code Section 25303). In carrying out its responsibilities, the Board will from time-to-time direct department heads either directly or through the County Executive Officer to provide information and recommendations relating to various matters under the department head's charge. The Board may also issue directives to the various department heads of the County to implement policies adopted by the Board. These actions may be formally taken during meetings of the Board.

The Board of Supervisors may inquire into the policies and practices of a county officer to determine whether the officer is properly performing the officer's duties. The Board of Supervisors may not, however, direct or control the day-to-day operations of County departments or otherwise circumscribe the exercise of discretion vested by law in a particular officer.

The Board has, among others, the following specific powers and duties:

1. Audit the accounts of County officers (Government Code Section 25250).
2. Provide for regular inventories of County property (Government Code Section 24051).
3. Require the Auditor/Controller to audit the accounts and records of any department (Government Code Section 26883).

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4. Employ experts to examine the books and accounts of County officers (Government Code Section 31000).
5. Do and perform all other acts and things required by law not enumerated in the statutes, or which are necessary to the full discharge of the duties of the legislative authority of County government (Government Code Section 25207).
6. Issue subpoenas to examine any officer of the County in relation to the discharge of the officer's official duties (Government Code Section 25170), and require that the officer's testimony be given under oath (Code of Civil Procedure Section 2093) (See Government Code Section 24057, oath to be administered by Clerk of the Board.).

POLICY

The following are policies regarding the respective roles of County department heads, the County Executive Officer, and the Board of Supervisors:

1. Department heads have a clear responsibility to respond to any lawful order or direction of the Board of Supervisors, and shall consider such a request or direction to be a matter of priority attention.
2. As a general policy, unless compliance with the request would significantly disrupt the department's administration, department heads shall respond to requests for information or assistance from individual Board members. A response shall be provided regardless of the department head's personal or professional opinion, although the department head should ordinarily make the Board member aware of his or her professional opinion and reasons therefore, if different from the Board member's opinion. Copies of any resulting documents shall also be routinely provided by the department head to other Board members when they impact or could impact the exercise of their individual, and the Board's collective, responsibilities. Additionally, copies should be provided to the County Executive Officer. To the extent a Board member's request may conflict with official Board direction, a department head should not comply with the request but should advise the Board member of the existence and nature of the conflict. The Board member may seek concurrence from a majority of the Board if the member still wishes to pursue the matter, or if a department head on his or her own initiative requests Board clarification before responding.
3. Department heads shall respond directly to the Board when requested to do so by the Board or the County Executive Officer. Department heads shall comply with any

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requests or direction of the County Executive Officer issued pursuant to authority delegated to the County Executive Officer by the Board of Supervisors. No individual Board member may interfere with or countermand any proper direction given to department heads by the County Executive Officer when such action is within the scope of authority and responsibility delegated to the County Executive Officer by the Board.

4. When a Board member brings a matter to the Board, a department head whose department may be affected by the matter shall be given an opportunity to provide an independent determination or policy recommendation on the matter to the Board.
5. The Board recognizes that the department heads, both elected and appointed, have the responsibility to administer their departments and to run the day-to-day operations thereof. The Board will deal with the departments for administrative and other functions through the County Executive Officer or the department head. The Board's right to inquire into the operations of a department will not be limited by this policy.
6. While the foregoing policy statement is intended to clarify the framework for Board/Staff relationships, it nonetheless should be liberally interpreted in order to provide flexibility for the Board, individual Board members, and department heads to respond to unique circumstances requiring the exercise of sound judgment and common sense.

RESPONSIBLE DEPARTMENTS

County Counsel
County Administrative Office

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REFERENCES

- Administrative Update--07/13/2012
- BOS Policy Resolution No. 2001-10--8/14/01 (Amended)
- BOS Policy Resolution No. 94-3--5/3/94 (Amended)
- BOS Policy Resolution No. 93-5-- 6/1/93 (Amended)
- BOS Policy Resolution No. 1-89 or (No. 1-2)--3/14/89 (Valid)
- Government Code Section 25303
- Government Code Section 25250
- Government Code Section 24051
- Government Code Section 26883
- Government Code Section 31000
- Government Code Section 25207
- Government Code Section 25170
- Government Code Section 24057

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ADMINISTRATIVE MANUAL		1-110
SECTION:	General Administration	Board of Supervisors Membership on Committees, Agencies, and Associations
INITIAL ISSUE DATE:	January 22, 1991	
LATEST REVISION DATE:	April 11, 2023	
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PURPOSE

To identify the various liaison assignments, committees, agencies, and associations to which individual members of the Board of Supervisors are appointed. This Administrative Policy also applies to any board in which the Shasta County Board of Supervisors acts as the governing board, including, but not limited to, the In-Home Supportive Services Public Authority, the Shasta County Water Agency, and the Shasta County Housing Authority.

BACKGROUND

The Board of Supervisors makes various appointments of individual Board members to various committees, agencies, and associations. This is usually done annually via the Chair’s Appointments, pursuant to Rule 2(B) of Administrative Policy 1-101, which are approved by the Board at a regular meeting near the beginning of each calendar year, but can also be done on an as-needed basis. This policy identifies each of the liaison assignments of the Board as well as other on-going groups on which individual Board members serve.

POLICY

The following policy has been developed to clarify and specify the number of Board appointments to various committees, agencies, and associations. In addition to these groups, the Board of Supervisors, at its discretion, may form ad hoc or working committees to address specific needs. These committees can be distinguished from the Board liaison assignments and other agencies and associations in that they are created with a specific objective in mind and will cease to exist once that objective has been accomplished. In all cases, the need for specific ad hoc committees will be re-evaluated on an annual basis.

APPOINTMENT TERMS AND VACANCIES

Unless otherwise specifically provided by the constitution or bylaws of an association or agency, appointments are made annually for a one-year term. Board members shall serve in these appointed positions until the appointment of a successor. Unless otherwise specifically provided by the constitution or bylaws of an association or agency, each Board member serves in his or her appointments at the pleasure of the Board and may be removed from any assignment by the Board at any time.

If the office of a Board member becomes vacant, an appointed alternate member may serve and vote in place of the former Board member until the new appointment of a current Board member is made. Appointments to committees shall be considered vacant if an individual ceases to be a Board member during his or her term.

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When permitted by a committee or board’s bylaws or rules governing membership composition, non-Board members may be appointed in place of Board members and shall serve in the same manner.

In addition, unless specifically prohibited by the constitution or bylaws of an association or agency, the Board of Supervisors may appoint one or more alternate members to any of the groups or committees referenced in this policy.

BOARD LIAISONS

Each Board member will be appointed liaison to one or more groups of inter-related County departments and will have corollary CSAC committee assignments.

The main purpose of the liaison system is to promote communication between the Board and County departments. The system will allow each Board member to become knowledgeable about the goals and operations of those departments which provide overlapping or related services within a functional area. The liaison will be able to bring to the full Board's attention information obtained from the department or the CSAC committee concerning major developments or potential problems in the liaison's functional areas.

The liaison system will also allow department heads and staff to have the benefit of an individual Board member's experience and perspective when making operational decisions.

Dissemination of Critical Information: When any board member becomes aware of critical information (such as a natural disaster, serious injuries or property damage involving County personnel or facilities, or other newsworthy events), the Board member shall immediately notify the County Executive Officer, who will disseminate the information to the other Board members and to appropriate County Staff.

<u>ADMINISTRATION OF JUSTICE</u>	<u>HEALTH AND HUMAN SERVICES</u>
Child Support Services	Housing/Community Action Agency
District Attorney	Health and Human Services Agency
Probation Office	Administration
Public Defender	Behavioral Health & Social Services
Sheriff	Economic Mobility
	Public Health
<u>GENERAL GOVERNMENT</u>	
Assessor-Recorder	<u>LAND USE</u>
Auditor-Controller	Agricultural Commissioner
Clerk of the Board	Farm Advisory
County Administrative Office	Fire Warden

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County Clerk/Elections	Public Works
County Counsel	Resource Management
Information Technology	Environmental Health
Support Services	
Treasurer-Tax Collector-Public Administration	<u>VETERANS AFFAIRS</u>
	Veterans Service Office

APPOINTED BOARDS, COMMISSIONS, COMMITTEES, AND OTHER AGENCIES

STATEWIDE AND REGIONAL ASSOCIATIONS

California State Association of Counties (CSAC)
 Environmental Services Joint Powers Authority
 Golden State Connect Authority
 Golden State Finance Authority
 Northern Rural Training and Employment Consortium Governing Board (NorTEC)
 Northern Sacramento Valley Integrated Regional Water Management Governing Board
 Planning and Service Area 2 Area Agency On Aging
 Rural County Representatives of California (RCRC)
 Sierra Nevada Conservancy
 Sierra-Sacramento Valley Emergency Medical System JPA Board
 Superior California Economic Development District (SCEDD)
 Sustainable Forest Action Coalition

LOCAL AGENCIES AND ASSOCIATIONS

Air Pollution Control Board
 Airport Land Use Commission (ALUC)
 Enterprise-Anderson Groundwater Sustainability Agency: No term per MOU
 Local Agency Formation Commission: 4-year term or until replaced
 Public Law Library Board of Trustees
 Redding Area Bus Authority (RABA)
 Shasta County Children and Families First Commission: 3-year term; HHS liaison
 Shasta County Fire Safe Council: 4-year term
 Shasta Regional Transportation Agency

LOCAL COMMITTEES

Community Action Board: 1 year minimum term

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Community Corrections Partnership
 Deferred Compensation Advisory Committee
 Emergency Food and Shelter Program Board
 Fire Department Qualifications Review Commission
 Juvenile Justice Coordinating Council
 Mental Health, Alcohol and Drug Advisory Board: 3-year term
 Remote Access Network (RAN) Board
 Shasta County Consolidated Oversight Board
 Youth Violence Prevention Council of Shasta County: 3-year term

SHASTA COUNTY WATER AGENCY APPOINTMENTS

Northern California Water Association Governing Board: 2-year terms
 Redding Area Water Council Policy Advisory Committee

RESPONSIBLE DEPARTMENT

Clerk of the Board of Supervisors

REFERENCES

BOS Policy Resolution No. 2023-02--04/11/23
 Administrative Update--07/13/2012
 BOS Policy Resolution No. 2007-2--4/24/07 (Amended)
 BOS Policy Resolution No. 2001-10--8/14/01 (Amended)
 BOS Policy Resolution No. 98-6--12/29/98 (Amended)
 BOS Policy Resolution No. 94-4--5/17/94 (Amended)
 BOS Action 1/25/94 (Amended)
 BOS Action 1/18/94 (Amended)
 BOS Policy Resolution 93-5--6/1/93 (Amended)
 BOS Action 6/1/93 (Amended)
 BOS Policy Resolution No. 91-1--1/22/91
 Board Action 2/13/90 (Amended)

COUNTY OF SHASTA		Number
ADMINISTRATIVE MANUAL		1-115
SECTION:	General Administration	Communications Received by the Board of Supervisors
INITIAL ISSUE DATE:	January 22, 1991	
LATEST REVISION DATE:	May 3, 1994	
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PURPOSE

To outline the policy regarding communications received by the Board of Supervisors.

BACKGROUND

The Board of Supervisors adopted this policy on July 22, 1980, which was comprised of a compilation of earlier Board of Supervisors' policies.

POLICY/PROCEDURE

The Clerk of the Board or Deputy Clerk of the Board of Supervisors opens all mail addressed to the Board of Supervisors or Chairman of the Board of Supervisors as it arrives in the Clerk of the Board's Office. Each piece of official communication will be stamped with the date, communication, and distribution stamps. The communications will then be placed in the Board's communication file.

All communications to the Board, except those exempt from public disclosure according to State law, shall be made available to the public in the office of the Clerk of the Board at the same time as the regular prepared agenda is available to the public.

Communications received by the Board of Supervisors, which are determined to be unsigned, unintelligible, or libelous communications will be placed in a separate file in the office of the Clerk of the Board.

The Grand Jury is authorized to have access to the file containing unsigned, unintelligible, or libelous communications.

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RESPONSIBLE DEPARTMENTS

Clerk of the Board of Supervisors

REFERENCES

- BOS Policy Resolution No. 94-3--5/3/94
- BOS Resolution No. 7--7/22/80
- BOS Resolution--3/18/63 (Amended 6/3/80)
- BOS Resolution No. 70-107--8/3/70 (Amended 6/3/80)
- BOS Resolution (3/18/78); BOS Resolution (5/15/78);
- BOS Resolution No. 72-383--Repealed on 7/22/80)

COUNTY OF SHASTA		Number
ADMINISTRATIVE MANUAL		1-116
SECTION:	General Administration	Procedures for Responding to Complaints From Members of the Public
INITIAL ISSUE DATE:	March 14, 1995	
LATEST REVISION DATE:	July 13, 2012	
PAGE NO:	Page 1 of 3	

PURPOSE

To provide procedures to be followed when the Board of Supervisors receives a written complaint from the public.

POLICY

It is the policy of the Shasta County Board of Supervisors that all County officers and employees should provide prompt, efficient and courteous service to the public.

PROCEDURES

The following sets forth the procedures to be followed when a written complaint is received by the Board of Supervisors:

1. Distribution of Complaint
 - (a) When a written complaint is received by the Clerk, it will be “date stamped” but will not be listed as a communication item since complaints generally deal with personnel issues. The term “Clerk,” as used in this policy, refers to the Chief Deputy Clerk of the Board of Supervisors or his or her designee(s).
 - (b) A copy of the complaint will be sent to the affected department head(s), under confidential cover, with direction that the matter be investigated.
 - (c) If the complaint threatens legal action, a copy of it will be forwarded to County Counsel.
 - (d) If the complaint relates to access to County buildings, facilities, services, programs, or activities by persons with disabilities, a copy of the complaint shall be forwarded to the County’s ADA Coordinator and the County Counsel.
 - (e) Copies of the complaint will also be forwarded to the County Executive Officer/Clerk of the Board and the Board of Supervisors with a notation that the complaint has been forwarded to the appropriate department head(s) for investigation and response.

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(f) The Clerk will place the original copy of the complaint in a “confidential” complaint file along with a notice as to when the response is expected.

2. Investigation

- (a) If the complaint relates to access to County buildings, facilities, programs, services, or activities, the complaint shall be addressed in accordance with Administrative Policy [1-117](#), *Rights of Persons With Disabilities; Complaint Procedures*.
- (b) If the complaint relates to an issue not involving the rights of persons with disabilities, the head of the department(s) against which the complaint has been made will investigate the complaint and provide a written response to the complainant within ten (10) days of receipt of the complaint, with a copy to the Clerk.

3. Distribution of Responses

- (a) A copy of the response(s) will be forwarded under confidential cover to the County Executive Officer/Clerk of the Board and the Clerk.
- (b) The Clerk will provide a copy of the response(s) to the County Executive Officer/Clerk of the Board and to the Board of Supervisors and attach a copy of the original complaint.
- (c) It will be the responsibility of the Clerk to follow up as necessary when responses are not received in the required time.

4. Access to File

The Grand Jury is authorized to have access to the file containing the complaints and the responses. Other access to the file is subject to the provisions of the Public Records Act (Government Code section 6250, *et seq.*).

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RESPONSIBLE DEPARTMENTS

County Administrative Office/Clerk of the Board
County Counsel
Support Services

REFERENCES

Administrative Update--07/13/2012
BOS Policy Resolution No. 2005-3--5/24/05
BOS Policy Resolution No. 95-4--3/14/95

COUNTY OF SHASTA		Number
ADMINISTRATIVE MANUAL		1-117
SECTION:	General Administration	Rights of Persons With Disabilities; Complaint Procedures
INITIAL ISSUE DATE:	May 24, 2005	
LATEST REVISION DATE:	July 13, 2012	
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PURPOSE

To provide procedures to be followed when the County receives a written complaint about access to County buildings, facilities, services, programs, or activities by persons with disabilities.

POLICY

It is the policy of the Shasta County Board of Supervisors that the County does not discriminate on the basis of disability in admission to, access to, or operations of its buildings, facilities, programs, services, or activities. The County does not discriminate on the basis of disability in its hiring or employment practices.

The Board of Supervisors has appointed the Director of Support Services to act as the County’s Americans With Disabilities Act (“ADA”) Coordinator to oversee the County’s anti-discrimination efforts.

County departments will take reasonable steps to make their buildings, facilities, services, programs, and activities equally accessible to all members of the public. The law requires that each public service, program, or activity conducted by a public entity, when viewed in its entirety, be readily accessible to and useable by individuals with disabilities. However, a public entity is not necessarily required to make each of its existing facilities fully accessible. Conversely, making facilities accessible does not necessarily insure that programs and services are accessible, as there are other aspects of program accessibility. These include materials or auxiliary aids to allow a person with a disability to fully participate in or take advantage of programs or services offered by the various Shasta County departments.

The County will make reasonable modifications to policies and programs to ensure that members of the public who have disabilities have an equal opportunity to utilize County programs, services, and activities. However, the law does not require the County to take any action that would fundamentally alter the nature of its programs or services, or impose an undue financial or administrative burden.

The County will generally, upon request, provide appropriate aids and services to facilitate communication for qualified persons with disabilities so they can participate equally in the County’s programs, services, and activities, including sign language interpreters, and other ways of making information and communications accessible to people who have speech, hearing, or vision impairments. Anyone who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in a County program, service, or activity, should contact the

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affected office or department for assistance as soon as possible, but not later than 48 hours before the scheduled event. When necessary, the County will also make documents available in braille, but securing a braille version of a document may take several weeks.

The County will not place a surcharge on an individual with a disability or any group of individuals with disabilities to cover the cost of providing auxiliary aids/services or reasonable modifications of policy, such as retrieving items from locations that are open to the public, but are not accessible to persons who use wheelchairs or other assistive devices.

Complaints that a County building, facility, program, service, or activity is not accessible to persons with disabilities should be directed to the ADA Coordinator at 1450 Court Street, Suite 348, Redding, California 96001-1676; telephone (530) 225-5515; California Relay 711 or 1-800-735-2922; fax (530) 225-5345; e-mail ADAcoordinator@co.shasta.ca.us. The Complaint Form that is attached to this policy must be used for complaints about accessibility.

This policy is not applicable to complaints which are addressed through established administrative procedures, including, but not limited to, fair hearings or code enforcement proceedings.

PROCEDURES

The following sets forth the procedures to be followed by all County departments:

1. Complaint Form
 - (a) Every County department shall keep copies of this policy and the attached Complaint Form on hand to provide to any member of the public who wishes to submit a complaint about access to County buildings, facilities, services, programs or activities by persons with disabilities.

2. Distribution of Complaint
 - (a) When a written complaint is received by a County department head or manager, it will be immediately "date stamped."
 - (b) Copies of the complaint shall be immediately forwarded to the County's ADA Coordinator and the County Counsel.

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- (c) Copies of the complaint will also be forwarded to the County Executive Officer/Clerk of the Board and the Board of Supervisors.

3. Investigation

- (a) If the complaint relates to access to County buildings or facilities by persons with disabilities, the ADA Coordinator, in consultation with the Director of Public Works and the County Counsel, will promptly investigate the complaint and determine if a modification to a County facility is necessary and, when appropriate, will schedule the modification in the County’s Barrier Removal/Transition Plan, in consultation with the head of the department occupying the building or facility. A response will be sent to the complainant as soon as reasonably possible.
- (b) If the complaint relates to access by persons with disabilities to County programs, services or activities, the ADA Coordinator, in consultation with the County Counsel and the head of the department against which the complaint was made, will promptly investigate the situation, determine if any accommodation should be made, and then provide a written response to the complainant as soon as reasonably possible.

4. Distribution of Responses

- (a) A copy of the response(s) will be forwarded under confidential cover to the County Executive Officer/Clerk of the Board and Chief Deputy Clerk of the Board.
- (b) The Chief Deputy Clerk of the Board, or his or her designee, will provide a copy of the response(s) to each member of the Board of Supervisors.

5. Access to File

The Grand Jury is authorized to have access to the complaints and the responses. Other access is subject to the provisions of the Public Records Act (Government Code section 6250, *et seq.*).

Attachment: Form: Complaint Regarding Access to Buildings, Facilities, Programs, Services or Activities of the County of Shasta.

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RESPONSIBLE DEPARTMENTS

County Administrative Office/Clerk of the Board
County Counsel
Support Services
Public Works
Resource Management

REFERENCES

Administrative Update--07/13/2012
BOS Policy Resolution No. 2005-3--5/24/05

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ATTACHMENT A

**COMPLAINT REGARDING ACCESS TO BUILDINGS,
FACILITIES, PROGRAMS, SERVICES OR ACTIVITIES OF THE
COUNTY OF SHASTA**

Shasta County is committed to making all of its buildings, facilities, programs, services and activities accessible to everyone, including persons with disabilities. If you believe that a County building or facility is not accessible to you because of a disability, or that a County program, service or activity is inaccessible to you because of the way the program, service or activity is conducted, please fill out and submit this form to the County's Americans with Disabilities Act ("ADA") Coordinator.

Contact information for person making this complaint:

Your Name _____

Address _____

Phone/Fax _____

E-mail _____

Today's date: _____

Please identify the particular County building, facility, program, service or activity to which you were denied access, or to which your access was impaired or limited:

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If not stated above, please indicate where this took place (address or description of County building or facility): _____

On what date(s) did this occur? _____

Describe the condition of the County building or facility, or the manner in which the program, service or activity was offered or conducted, that made access difficult or impossible: _____

What do you suggest that the County should do to make the building, facility, program, service or activity accessible to you or to other persons with disabilities? _____

If you discussed the lack of access or impairment of access with a County employee, please state his/her name or job title: _____

Please use the back of this form if you wish to provide any additional information.

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Please note that this Complaint Form is to be used for complaints about County buildings and facilities, and the programs, services or activities offered by the County of Shasta, and not those owned or offered by the state, a city, the Shasta County Office of Education, a school, or a private business.

After completing this form, please submit it to Shasta County's ADA Coordinator:

ADA Coordinator
1450 Court Street, Suite 348
Redding, California 96001-1676
Fax (530) 225-5345
ADAcoordinator@co.shasta.ca.us

Alternate formats of this Complaint Form can be obtained by contacting the ADA Coordinator.

Copies of the County's Administrative Policy 1-117, *Rights of Persons With Disabilities; Complaint Procedures*, can also be obtained from the ADA Coordinator.

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PURPOSE

To outline the rules for processing requests for proclamations and certificates of appreciation or commendation.

POLICY/PROCEDURE

The Board of Supervisors is frequently requested to sign, and sometimes to present, proclamations or certificates of appreciation or commendation.

DEFINITIONS

A proclamation declares recognition of a special day, week, or month in honor of or to acknowledge a group or activity. Proclamations are issued by formal action of the Board of Supervisors and must be placed on the Board's agenda.

A certificate of appreciation or commendation honors a group or an individual for a service or accomplishment, such as volunteer service or heroism and valor. The issuance of a certificate does not require formal Board action and may be accomplished informally, rather than at a Board meeting. On the other hand, in certain circumstances, certificates may be considered and presented during a Board meeting.

SUBMISSION OF REQUESTS

Anyone, including a member of the general public, a department head, or a member of the Board of Supervisors, may request the issuance of a proclamation or certificate. The request shall be made in writing using one of the forms attached as Exhibits 1 and 2. All of the information called for in the form must be provided or the form will not be accepted.

The form must be submitted to the Clerk of the Board of Supervisors for processing. A request made less than 10 days before the proclamation or certificate is needed may be rejected by the Clerk for untimeliness.

The Clerk shall reject any request when the proclamation or certificate would further a commercial, political, or religious interest or if the Clerk finds that the proclamation or certificate would not serve the

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public interest. If a request is rejected, the Clerk will provide a copy of the request and the reason for the rejection to the Board members.

The County Executive Officer may solicit nominations from department heads and other appropriate persons for a proclamation recognizing a Volunteer of the Year, establish a process for identifying the most deserving individual, and make the necessary presentation to the Board.

PROCESSING OF REQUESTS

The Clerk will prepare all proclamations and certificates.

The certificates will be circulated among the members of the Board for signature. A Board member may request that a certificate be placed on the Board's agenda for presentation during a Board meeting under the criteria listed below. If no such request is made, the Clerk of the Board will forward the signed certificate to the requestor after all Board members have signed it.

Individual supervisors will not request that a certificate be placed on the agenda unless the certificate honors a present or retiring County employee, a high-ranking government official, or a person or group that has made a contribution of County-wide significance in a field directly related to the County's business.

Proclamations will ordinarily be placed on the regular agenda. The department that requests a proclamation must prepare the Board Report for the agenda. At times, a department will be asked to prepare the Board Report for a non-County group or agency that provides services complimentary to those provided by the department. On those rare occasions when no department has a connection to the recipient of the proclamation, a Board member will be asked to sponsor the proclamation, and no Board Report is required. The proposed proclamation should be e-mailed to the Clerk of the Board, whose staff will make sure that it is in the correct format.

Certificates are ordinarily not placed on plaques, except those for retiring employees who have worked for the County for at least 25 years. The Personnel Division will prepare the plaques for the Employee of the Month and Employee of the Year. Certificates which are not placed on the Board's agenda will not be affixed to a plaque unless a Board member or the requestor provides the plaque at his or her own expense.

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**REQUEST TO CLERK OF THE BOARD OF SUPERVISORS FOR ISSUANCE OF
PROCLAMATION OR CERTIFICATE OF APPRECIATION/COMMENDATION
(COUNTY REQUESTOR)**

Name and telephone number of requestor: _____

Organization to be honored: _____

If the person(s) to be honored are not current County employees, explain who they are and why the Board should issue the proclamation or certificate: _____

Document requested: Proclamation or Certificate

Date the proclamation or certificate is needed: _____

YOU SHOULD E-MAIL YOUR PROPOSED PROCLAMATION OR CERTIFICATE TO THE CLERK OF THE BOARD. THE CLERK OF THE BOARD STAFF WILL PROVIDE A FORMAT FOR YOU TO USE. YOU MAY CONTACT THE CLERK AT (530) 225-5550.

Proclamations are placed on the consent agenda, rather than on the Board's regular agenda. All items on the consent agenda are approved in one motion and are not discussed individually. Unless they honor someone who has provided service to County government, certificates are not placed on the Board's agenda or presented during the Board Meeting. Instead, most certificates are signed as a ministerial action by each Board member and then mailed to the requestor.

If you wish your proclamation or certificate to be considered by the Board as part of its regular agenda (and those that honor current or retired County employees are generally placed on the regular agenda), the Clerk of the Board will submit your request to the Chairman for approval. A board report must be prepared by the department head or (for Board-initiated matters) the Clerk of the Board. If you wish to have the matter placed on the regular agenda, please state how the person or group to be honored has made a contribution of County-wide significance in a field related to the County's business: _____

_____.

If you want a Supervisor to present the document at a presentation ceremony or other gathering, you must make arrangements with the Supervisor yourself. You should contact the Supervisor in the district in which the person or organization to be honored lives or does business.

Under certain circumstances, the Clerk of the Board will provide a frame or plaque for the document. If he/she cannot, you may provide a frame or plaque for the 8½" x 11" certificate or proclamation.

NOTE: A MINIMUM NOTICE OF 10 DAYS IS NECESSARY TO PREPARE THESE DOCUMENTS. YOUR REQUEST MAY BE REJECTED BY THE CLERK FOR UNTIMELINESS.

Date: _____

Signature of Requestor

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**REQUEST TO CLERK OF THE BOARD OF SUPERVISORS FOR ISSUANCE OF
PROCLAMATION OR CERTIFICATE OF APPRECIATION/COMMENDATION
(NON-COUNTY REQUESTOR)**

Name of organization and person requesting proclamation or certificate: _____

Description of the organization and its sponsors, members, or proponents: _____

Address and telephone number of the organization and the person requesting the proclamation or certificate: _____

Document requested: Proclamation or Certificate

Date the proclamation or certificate is needed: _____

Person or organization to be honored: _____

YOU SHOULD E-MAIL YOUR PROPOSED PROCLAMATION OR CERTIFICATE TO THE CLERK OF THE BOARD, WHOSE STAFF WILL PROVIDE A FORMAT FOR YOU TO USE. YOU MAY CONTACT THE CLERK AT (530) 225-5550.

Proclamations are placed on the consent agenda, rather than on the Board's regular agenda. All items on the consent agenda are approved in one motion and are not discussed individually. In most cases, certificates are not placed on the Board's agenda or presented during a Board meeting. Instead, certificates are signed as a ministerial action by each Board member and then mailed to the requestor.

If you wish your proclamation or certificate to be considered by the Board as part of its regular agenda, the Clerk of the Board will submit your request to the Chairman for approval, and a proclamation will be prepared by the Administrative Secretary to the Board. If you wish to have the matter placed on the regular agenda, please state why you believe the matter has County-wide significance in a field directly related to the County's business: _____

If you want a Supervisor to present the document at a presentation ceremony or other gathering, you must make arrangements with the Supervisor yourself. You should contact the Supervisor in the district in which the person or organization being honored lives or does business.

If you wish, you may provide a frame or plaque for the 8½" by 11" certificate or proclamation. The County is unable to provide frames or plaques for these documents.

NOTE: A MINIMUM NOTICE OF 10 DAYS IS NECESSARY TO PREPARE THESE DOCUMENTS. YOUR REQUEST MAY BE REJECTED BY THE CLERK FOR UNTIMELINESS.

Date: _____

Signature of Requestor

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RESPONSIBLE DEPARTMENTS

Clerk of the Board of Supervisors

REFERENCES

Administrative Update--07/13/2012
 BOS Policy Resolution No. 2008-02--3/4/08 (Amended)
 BOS Policy Resolution No. 2004-4--7/27/04 (Amended)
 BOS Policy Resolution No. 93-5--6/1/93 (Amended)
 BOS Policy Resolution No. 91-5--6/25/91

COUNTY OF SHASTA		Number
ADMINISTRATIVE MANUAL		1-120
SECTION:	General Administration	County Seal and Emblem
INITIAL ISSUE DATE:	June 1, 1993	
LATEST REVISION DATE:	July 13, 2012	
PAGE NO:	Page 1 of 2	

PURPOSE

That the Shasta County Seal and Emblem are described as a matter of County policy and recorded as such.

BACKGROUND

The Board of Supervisors adopted Resolution No. 90-61 establishing a County Seal and No. 90-62 establishing a County Emblem in March 1990. Those resolutions were in conformance with Government Code Section 25004 establishing a County Seal and Emblem.

POLICY

1. The official County Seal is described below:

“Circular in form, and having a diameter of approximately one and three-quarters inch in diameter, inside circumference of the Seal to bear the words, ‘Board of Supervisors, Shasta County, Cal.’, and in the center of the Seal to be a design of a mountain scene with the mountain in the center and the sun beginning to rise from behind the mountain in a sunburst fashion, and two pine trees shown in the foreground on each side of the seal.”

2. The official County Emblem is described below:

“Circular in form, the inside circumference bears the words, ‘County of Shasta’ around the top, and ‘California’ below, or ‘1850’ (the year the County was formed). In the center of the Emblem is a scene, commonly known as ‘the three Shastas,’ depicting Shasta Lake in the center, snow-capped Mt. Shasta in the background, and Shasta Dam displayed in a tree-studded valley in the foreground. A single pine tree is shown in the right foreground, extending from the bottom of the circle to its top.”

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RESPONSIBLE DEPARTMENTS

Board of Supervisors
County Administrative Office/Clerk of the Board
County Counsel

REFERENCES

Administrative Update--07/13/2012
BOS Policy Resolution No. 2001-10--8/14/01 (Amended)
BOS Policy Resolution No. 93-3--6/1/93
Board Resolutions No. 90-61 and No. 90-62
Government Code Section 25004

COUNTY OF SHASTA		Number
ADMINISTRATIVE MANUAL		1-203
SECTION:	General Administration	Organizational Chart
INITIAL ISSUE DATE:	February 13, 1990	
LATEST REVISION DATE:	September 18, 2015	
PAGE NO:	Page 1 of 2	

PURPOSE

To clearly present the organizational structure and lines of authority of County departments.

BACKGROUND

It is desirable for government to succinctly define and illustrate its organizational structure.

POLICY/PROCEDURE

The Shasta County Organizational Chart is diagrammed in Exhibit “A” to this policy. The County Executive Officer is authorized to amend the chart when necessary, without having the Board of Supervisors amend this policy. The Clerk of the Board will insert the amended chart into the on-line Administrative Manual.

RESPONSIBLE DEPARTMENTS

County Administrative Office
Clerk of the Board

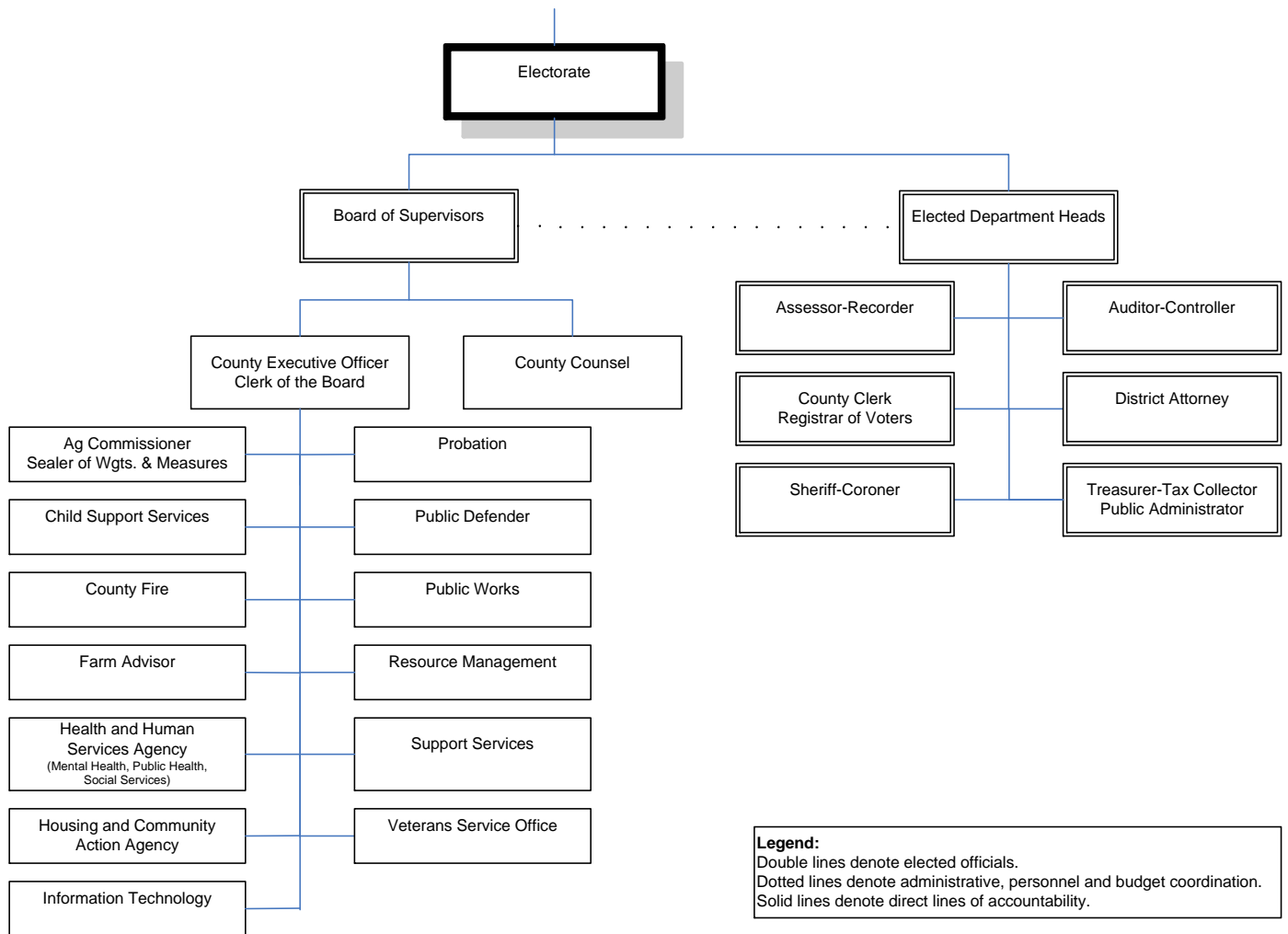
REFERENCES

- Administrative Update--09/18/2015
- Administrative Update--07/13/2012
- BOS Policy Resolution No. 2008-02--3/4/08 (Amended)
- Chart Amended 2/05
- Chart Amended 11/03
- Chart Amended 6/98
- Chart Amended 6/96
- Chart Amended 3/95
- BOS Policy Resolution No. 93-5--6/1/93 (Amended)
- Chart Amended--6/3/91 and 6/1/93
- Organizational Chart--11/1/88
- BOS Policy Resolution No. 2-1--1/15/86 (Superseded)

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Exhibit "A"

County of Shasta
Organizational Chart
May 2015



COUNTY OF SHASTA		Number
ADMINISTRATIVE MANUAL		1-500
SECTION:	General Administration	Records Retention Schedules
INITIAL ISSUE DATE:	August 4, 1995	
LATEST REVISION DATE:	March 11, 2014	
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PURPOSE

To ensure the proper maintenance, retention, preservation, and disposal of County records.

BACKGROUND

Record retention schedules should be adopted to ensure the efficient and economical maintenance, retention, preservation, and disposal of County records.

POLICY

Official Records of the Board of Supervisors and Clerk of the Board

The attached schedule sets forth the types of official Board records and the schedule for retention and/or disposal of each type of record.

Records Maintained by County Departments

The Board of Supervisors has adopted, by resolution, records retention schedules for the following departments:

- Agricultural Commissioner: Resolution No. 2006-207
- Assessor-Recorder: Resolution No. 2010-054
- Auditor-Controller: Resolution No. 2008-055
- Child Support: Resolution No. 2004-87
- County Administrative Office: Resolution No. 2008-124
- County Clerk: Resolution No. 2013-133
- County Counsel: Resolution No. 2008-066
- CSA #1 County Fire: Resolution No. 2008-126
- District Attorney: Resolution No. 2008-046
- Housing/Community Action: Resolution No. 2007-33
- Information Technology: Resolution No. 2010-028
- Intermountain Fair: Resolution No. 2010-031
- Mental Health: Resolution No. 2009-016
- Probation: Resolution No. 2008-036
- Public Health: Resolution No. 2009-054

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Records Retentions Schedules by Resolutions, Continued:

- Public Defender: Resolution No. 2008-154
- Public Works: Resolution No. 2008-056
- Resource Management: Resolution No. 99-166
- Sheriff: Resolution No. 2007-57
- Social Services: Resolution No. 2004-61
- Support Services: Resolution No. 2004-102
- Treasurer/Tax Collector-Public Administrator: Resolution No. 2004-66
- Veterans Service Office: Resolution No. 2006-107

Only those departments which have a Board-adopted records retention schedule may dispose of public records.

All proposed records retention schedules shall be reviewed by County Counsel before they are submitted to the Board for adoption.

Other Policies Referring to Records Retention

Administrative Policy [8-400](#), the *HIPAA Privacy Policy*, requires those departments which are “covered components” under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) to retain certain documents for six years from the date of creation or the date the documents were last in effect.

The Shasta County Personnel Rules, *Personnel Files Policy*, provides for the retention and disposal of the County’s “official personnel files” and payroll records. That policy authorizes departments to dispose of duplicate personnel records (except for official medical files) upon an employee’s separation from the department, with certain exceptions.

RESPONSIBLE DEPARTMENT

Clerk of the Board
County Counsel

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REFERENCES

Administrative Update--03/11/14
Administrative Update--03/15/13
Administrative Update--07/13/12
BOS Policy Resolution No. 2011-03--3/8/11 (Amended)
BOS Policy Resolution No. 2008-02--3/4/08 (Amended)
BOS Policy Resolution No. 2007-2-- 4/24/07 (Amended)
BOS Policy Resolution No. 2004-4--7/27/04 (Amended)
Board Policy Resolution 2001-10--8/14/01 (Amended)
Board Policy Resolution 95-9--7/25/95

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RECORDS RETENTION SCHEDULE ABBREVIATIONS

<u>Retention</u>	<u>Explanation Found in Remarks Column of Retention Schedule</u>
AC	After close or after completion
ACTIVE	Retain records during active use in office
ADOPT	After adoption of resolution
AI	After issuance
AS	After Settlement
AUDIT	After Audit settled
CAL	Retain until end of calendar year (Dec. 31)
EXP	Expiration of contract, agreements, etc.
FY	Retain until end of fiscal year (July 30)
LIFE	Life of program or project or life of ownership of an asset such as a building, car, or equipment
NOTE	Explanation of retention period found in remarks column
OBS	Retain records until obsolete
PERMANENT	Permanent Retention (<i>Retain forever. Has historical value</i>)
REVIEW	Review record on regular basis and purge obsolete materials
SUP	Retain records until superseded
SUP/OBS	Superseded or obsolete
TERM	Termination of employee or contract
YR(S)	Year(s)
<u>Record Type</u>	<u>Explanation Found in Remarks Column of Retention Schedule</u>
DUP	Duplicate Record
NON	Non-record
OFF	Official Record
<u>Conf.</u>	<u>Explanation Found in Remarks Column of Retention Schedule</u>
C	Confidential Record
<u>Vit.</u>	<u>Explanation Found in Remarks Column of Retention Schedule</u>
V	Vital Record (<i>Records necessary to open emergency county services during a disaster or to reconstruct basic county activities after a disaster.</i>)
<u>Arch.</u>	<u>Explanation Found in Remarks Column of Retention Schedule</u>
A	Archival Record (must be able to maintain document 100 years or more)

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SHASTA COUNTY
BOARD OF SUPERVISORS AND CLERK OF THE BOARD
RECORDS RETENTION SCHEDULE

ITEM	DESCRIPTION	OFFICE RETEN. PERIOD	ARCH. RETEN. PERIOD	TOTAL RETEN. PERIOD	TYPE OF RECORD	C V A O I R N T C	REMARKS
Advisory Board Files	Records concerning advisory boards, committees, commissions, districts, and councils appointed by the Board of Supervisors. Includes Maddy lists, Maddy files, authority of agencies, reports, oaths of office, correspondence, membership lists, and changes. Arranged alphabetically.	Calendar + Two (2) Years	Perm.	Perm.	Official	A	
Advisory Board Files	Computer disk	Active		Active	Official		Current information is updated on disk.
Affidavits of Publication and Notices of Posting	Affidavits of publication and notices of posting (aka proof of publication). Includes correspondence, notice of clippings, affidavit of posting, and certification. Arranged by chronologically.	Calendar + Two (2) Years	Perm.	Perm.	Official	V	
Agendas	Agendas of the meetings and hearings of the Board of Supervisors and special districts. Includes agendas for special districts and other agencies governed by the Board of Supervisors. Arranged chronologically.	Calendar + Two (2) Years		Calendar + Two (2) Years	Official		All agenda information is included in the minutes.
Agendas - Clerk's Marked Agendas	Agendas contain handwritten notes of the Clerk of the Board of Supervisors	Calendar + Two (2) Years		Calendar + Two (2) Years	Official		
Agreements, Contracts, and Leases	Original contracts, agreements, and leases approved by the Board of Supervisors. Includes notices, accepted bid documents, terms of agreements, plans, specifications, reports, studies, proof of insurance, change orders, extensions, and modifications. (From 1960 to present.)	AC + Three (3) Years from date of execution	Perm.	Perm.	Official		Records are transferred to the archives four years after the execution of the contract.
Agricultural Preserves	Includes applications, correspondence, actions of Board of Supervisors, and requests for withdrawals.	Ten (10) Years	Perm.	Perm.	Official		
Assessment Appeals Board - Files	Assessment Appeals Board hears appeals on property tax assessments (formerly Board of Equalization). Includes applications for change in property assessment, statements, arguments, memos, correspondence, notices, stipulations, maps, reapportionment reports, appraisals, and findings of fact.	Calendar + Two (2) Years	Three (3) Years	Calendar + Five (5) Years	Official		Per GC section 25105.5, records may be destroyed after three (3) years if filmed.
Assessment Appeals Board - Files	Disk	Active		Active	Official		Current information is updated on disk.
Assessment Appeals Board - Hearings - Minutes	Minutes of the meetings and hearings of the Assessment Appeals Board (From 1962 to present). Arranged chronologically.	Perm.		Perm.	Official	V A	Prior to 1970, minutes are found in the general minute books of the Board of Supervisors.
Assessment Appeals Board - Hearings - Tape Recordings	Audio tape recordings of hearings of the Assessment Appeals Board.	Calendar + Four (4) Years	Three (3) Years	Calendar + Seven (7) Years	Official		
Assessment Appeals Board - Hearings - Transcripts	Transcripts of some of the audio recordings made during hearings of the Assessment Appeals Board (maintained with hearing files).	Calendar + Four (4) Years	Three (3) Years	Calendar + Seven (7) Years	Official		
Audits	Audits of County Offices filed with the Board of Supervisors. Filed chronologically, then by department.	Calendar + One (1) Year	Perm.	Perm.	Official	A	If department no longer wants to retain records, they should be sent to archives for permanent retention.
Background Information Files	Background information pertaining to matters before the Board of Supervisors. Includes feasibility studies, receipts, maps, plans, correspondence, environmental impact report proposals, legal opinions, ordinances, and resolutions from other political agencies, etc.	Calendar + Two (2) Years	Perm.	Perm.	Official	A	Records are transferred to archives two (2) years after the matter is acted upon by the Board of Supervisors.

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ITEM	DESCRIPTION	OFFICE RETEN. PERIOD	ARCH. RETEN. PERIOD	TOTAL RETEN PERIOD	TYPE OF RECORD	C V A O I R N T C	REMARKS
Bid and Proposal Documents - Unaccepted	Includes proposals, statements, notices, cost allocations, bidders forms, schedules for bids received, data sheets, bond and insurance check list, bonds, proof of insurance, certification of affirmative action requests, lists of sub-contractors. Filed alphabetically by subject.	Calendar + Two (2) Years	Three (3) Years	Calendar + Five (5) Years	Official		GC section 26202.1 allows destruction of unaccepted bids after five (5) years; GC section 60202 allows destruction of unaccepted bids for special district projects after two (2) years
Board of Supervisors - Agenda Item Transmittal Reports	Requests for Board of Supervisors action. Items are used to prepare the agenda. Includes reports, forms, etc., arranged chronologically by meeting date and then agenda item number.	Calendar + One (1) Year		Calendar + One (1) Year	Official		
Board of Supervisors - Appeals	Records of appeals made to the Board of Supervisors, includes correspondence, reports, notices, maps and plans, protests of decisions, petitions, appraisals, forms, transcripts, grievances, applications, variances. Filed by meeting date and then agenda item number.	Calendar + Two (2) Years	Perm.	Perm.	Official	V A	
Board of Supervisors - Hearings - Minutes	Bound volumes (from 1858 to present), also known as "Minute Books." Minutes of the regular meetings and hearings of the Shasta County Board of Supervisors. Includes vote count, dates of meetings, actions taken, etc.	Perm.		Perm.	Official	V A	If Department no longer wants to retain records, they should be sent to archives for permanent retention.
Board of Supervisors - Hearings - Minutes	Disks.	Active		Active	Official		Current information is update on disks.
Board of Supervisors - Hearings - Rough Minutes (Shorthand Notes)	Handwritten minutes (shorthand notes) of the regular meetings and hearings of the Board of Supervisors. Kept in chronological order by meeting date.	Calendar + Two (2) Years		Calendar + Two (2) Years	Official		Board of Supervisors minutes are transcribed from rough minutes.
Board of Supervisors - Hearings - Tape Recordings	Audio and video tape recordings of hearings of the Board of Supervisors. Maintained in chronological order.	Calendar + Two (2) Years		Calendar + Two (2) Years	Official		See also minutes and transcripts.
Board of Supervisors - Hearings - Transcripts	Transcripts of some of the audio recordings made during hearings of the Board of Supervisors	Perm.		Perm.	Official	V A	If Department no longer wants to retain records, they should be sent to archives for permanent retention.
Board of Supervisors - Ordinances	Original ordinances of Shasta County adopted by the Board of Supervisors. Includes date adopted, title, text, ordinance number, zoning maps, and the vote count of supervisors. Arranged chronologically.	Perm.		Perm.	Official	V A	
Board of Supervisors - Resolutions	Original resolutions adopted by the Board of Supervisors (from 1958 to present). Includes resolution numbers, titles, text, and vote count. Arranged chronologically by year, then numerically.	Perm.		Perm.	Official	V A	
Board of Supervisors - Resolutions	Bound volumes (Minute Books) (from 1858 to 1958).	Perm.		Perm.	Official	V A	Prior to 1958, resolutions were included in the Minute Books. If department no longer wants to retain records, they should be sent to archives for permanent retention.
Board of Supervisors - Summary Actions	Summaries provide brief overview of board actions taken during board meetings	Calendar + One (1) Year		Calendar + One (1) Year	Official		
Bonds and Tax Anticipation Notes	Records pertaining to bonds, apportionment, and tax anticipation notes. Includes receipt for bonds, evidence of payment, prospectuses, orders to sell bonds, correspondence, reports, schedules, notices, and filings. Arranged chronologically by subject.	Calendar + Two (2) Years	Active + Five (5) Years	Active + Five (5) Years	Official		GC sections 26205.1 and 25907.1--Records destroyed five years after cancellation of bond and after microfilming. GC sections 29940-29942 permits Board of Supervisors to destroy unused bonds two years after election authorizing their issuance.

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SECTION:	General Administration	Records Retention Schedules
INITIAL ISSUE DATE:	August 4, 1995	
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ITEM	DESCRIPTION	OFFICE RETEN. PERIOD	ARCH. RETEN. PERIOD	TOTAL RETEN PERIOD	TYPE OF RECORD	C V A O I R N T C	REMARKS
Bonds/Coupons - County Schools or Special Districts	Records relating to issuance of County Schools or Special District bonds or coupons.	Calendar + Two (2) Years	Active + Five (5) Years		Official		GC sections 26205.1 and 25907.1--Records destroyed five years after cancellation of bond and after microfilming. GC sections 29940-29942 permits Board of Supervisors to destroy unused bonds two years after election authorizing their issuance.
Budgets - Final	Final budgets adopted by the Board of Supervisors for all County Offices and Special Districts. Filed chronologically.	Five (5) Years	Perm.	Perm.	Official	A	If department no longer wants to retain records, they should be sent to archives for permanent retention.
Budgets - Proposed	Proposed budgets adopted by the Board of Supervisors provide appropriations for normal maintenance and operating expenses until the adoption of a final budget. Includes budgets, schedules for hearings, and related backup. Filed chronologically.	One (1) Year		One (1) Year	Official		Replaced by Final Budget.
City Selection Committee - Hearings - Minutes	Minutes of regular meetings of City Selection Committee. Committee includes representatives from local cities and selects appointees to several county commissions. Includes date and time of meetings, members attending, internal organizational matters, etc.	Calendar + Four (4) Years	Perm.	Perm.	Official	A	If department no longer wants to retain records, they should be sent to archives for permanent retention.
Claims against the County	Records of claims and summary and complaints filed against the County. Includes correspondence, claim forms, estimates, bills, invoices, summonses, complaints, reports, legal opinions, and settlements. Arranged chronologically.	Calendar + Two (2) Years	Perm.	Perm.	Official	A	Some records are also kept by County Counsel and Risk Management Offices. GC section 15105.5 authorizes destruction of claims against the County or special districts five (5) years after final action.
Easements	Easements granted to members of the public, special districts, and service districts by the Board of Supervisors. Includes street and highway easements, copy of action granting easement, certificate of acceptance, plans, reports, and correspondence.	Calendar + Two (2) Years	Perm.	Perm.	Official	A	If Board of Supervisors no longer wants to retain records, they should be sent to archives for permanent retention.
Elections	Election records filed with the Board of Supervisors. Includes Statements of votes and election certifications. (Canvass of Elections)	Calendar	Perm.	Perm.	Official	A	Election records are kept by the Registrar of Voters. If Board of Supervisors no longer wants to retain records, they should be sent to archives for permanent retention.
Indexes	Indexes to the actions and ordinances of the Board of Supervisors and special districts governed by the Board of Supervisors.	Perm.		Perm.	Official	V A	If Board of Supervisors no longer wants to retain records, they should be sent to archives for permanent retention.
Indexes	Disk	Perm.		Perm.	Official	V	
Litigation Matters	Decisions and opinions of regulatory agencies involving Shasta County. Includes consent decrees, settlements, and opinions.	After Resolution of matter + Two (2) Years	Perm.	Perm.	Official	C A	Records are transferred to records center two years after resolution of litigation. If department no longer wants to retain records, they should be sent to archives for permanent retention.
Memorandums of Understanding (MOU's) - Labor	Records of all negotiated labor contracts between unions and County. Arranged chronologically.	Expiration + One (1) Year	Perm.	Perm.	Official	V A	If department no longer wants to retain records, they should be sent to archives for permanent retention.

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Oaths of Office	Oaths of office for individuals in various county departments.		Perm.	Perm.	Official	A	Currently, only oaths of office for advisory commissions and some appointed officials are on file with Board of Supervisors. Oaths of office for elected officials are on file with County Clerk. If department no longer wants to retain records, they should be sent to archives.
Office Administrative Files	Administrative files related to routine office expenditures, payroll, and personnel matters, arranged by subject, then chronologically.	Current Year + Five (5) years					Maintain minimum of current calendar year plus five previous years of records
Office Operation Files	Information used to maintain and administer the office. Includes office reports, distribution of documents, files, correspondence, memos, forms, and office procedures. Arranged alphabetically.	Retain Records Until Obsolete + Two (2) Years		Obs. + Two (2) Years	Official		Destroy two years after obsolete.
Permits and Licenses	Records pertaining to the permits, licenses, and waivers approved by the Board of Supervisors. Includes conditions of permit or license, license or permit agreements, franchise files, maps, plans, correspondence, renewal and transfers, applications. Arranged chronologically by subject.	Expir.	Perm.	Perm.	Official	V A	Records are transferred to the records center after the expiration of permit, license, or waiver. If department no longer wants to retain records, they should be sent to archives for permanent retention.
Petitions	Petitions sent to the Board of Supervisors protesting or requesting Board action. Includes signed petitions verified by County Clerk. Filed by subject.	Calendar + Two (2) Years	Perm.	Perm.	Official	A	If department no longer wants to retain records, they should be sent to archives for permanent retention.
Planning Department Reports	General Plans, area plans, specific plans, amendments, and updates adopted by the Board of Supervisors. Includes plans and related backup. Filed by meeting date and agenda item number.	Three (3) Years	Perm.	Perm.	Official	A	If department no longer wants to retain records, they should be sent to archives for permanent retention.
Policies, Rulings, and Bylaws	Policies, rulings, and bylaws established or approved by the Board of Supervisors includes bylaws, statements, clippings, correspondence, reports, guidelines, rules and regulations, standards, and orders amending policies.	Adoption + Two (2) Years or Superseded or Obsolete	Perm.	Perm.	Official	A	Records are transferred to the records center two years after the policy, ruling, or bylaw is adopted by the Board of Supervisors. If department no longer wants to retain records, they should be sent to archives for permanent retention.
Policies, Rulings, and Bylaws	Disk.	Active		Active	Official		Current information is update on disk.
Proclamations and Declarations	Proclamations and declarations pertaining to Shasta County issued by other political agencies. Includes proclamations of state of emergency, election days, etc. arranged by subject.	Calendar + Two (2) Years	Perm.	Perm.	Official	A	If department no longer wants to retain records, they should be sent to archives for permanent retention.
Real Property - Acquired, Exchanged, Purchased, and Sold	Records tracking real property acquired, exchanged, purchased, sold, and held by the County of Shasta. Includes transfer of property, relinquishments of right of ways, notices, deeds, easements, orders of condemnation, release of liens, certifications, statements, correspondence, and maps.	Calendar + Two (2) Years	Perm.	Perm.	Official	A	Records are maintained in the office during the life of ownership of the property. Copies of some records are kept by Recorder or Public Works. If Department no longer wants to retain records, they should be sent to archives for permanent retention.
Reference Material	Reference material kept by the Board of Supervisors. Includes newsletters, periodicals, pamphlets, journals, bulletins, etc. Kept in meeting files chronologically.	Obsolete One (1) Year, then Destroy		Obsolete			Destroy when obsolete.

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Reports - Official	Official County reports requiring Board of Supervisors approval, retention, or response. Includes reports, correspondence, etc. Arranged by subject, then chronologically.	Five (5) Years	Perm.	Perm.	Official	V A	If department no longer wants to retain records, they should be sent to archives for permanent retention.
Road Matters	Board of Supervisors records that pertain to County Roads. Includes vacations (abandonments), applications, maps, reports, notices, conveyances of land, indexes, descriptions, etc. Arranged by subject.	After Close - Completion + Two (2) Years	Perm.	Perm.	Official	V A	Records are transferred to the records center two years after the completion of the road project. If department no longer wants to retain records, they should be sent to archives for permanent retention.
Road Matters	Includes correspondence, contracts, and rights of way.		Perm.	Perm.	Official	A	If department no longer wants to retain records, they should be sent to archives for permanent retention.
School District Files	Board of Supervisors records pertaining to County School Districts. Includes notices, requests, correspondence, apportionment information, mitigation reports, waivers, reports of the superintendent, statements etc.	Calendar + Two (2) Years	Perm.	Perm.	Official	A	If department no longer wants to retain records, they should be sent to archives for permanent retention.
Shasta County Air Pollution Control Board - Minutes	Hearings of the Air Pollution Control Board (APCB). Includes date and time of meetings, members attending, affidavits, petitions, motions, notices, findings, requests, vote, etc.	Perm.		Perm.	Official	V A	If department no longer wants to retain records, they should be sent to archives for permanent retention.
Shasta County Air Pollution Control Board - Tape Recordings	Audio Tape recordings of the hearings of the Shasta County APCB.	Calendar + Two (2) Years		Calendar + Two (2) Years	Official		
Shasta County Air Pollution Control Board - Transcripts	Transcripts of audio tape recordings of APCB.	Perm.		Perm.	Official	V A	If department no longer wants to retain records, they should be sent to archives for permanent retention.
Special Districts - Actions	Original resolutions and summary actions adopted by the Board of Supervisors sitting as the governing body of various special districts, committees, commissions, authorities, etc.	Perm.		Perm.	Official	V A	If department no longer wants to retain records, they should be sent to archives for permanent retention.
Special Districts - Hearings - Minutes	Minutes of the regular meetings and hearings of the Board of Supervisors sitting as the governing body of various special districts, committees, commissions, authorities, and agencies.	Calendar	Perm.	Perm.	Official		
Special Districts - Rough Minutes	Handwritten minutes of the regular meetings and hearings of the Board of Supervisors sitting as the governing body of special districts.	Calendar + Two (2) Years		Calendar + Two (2) Years	Official		
Special Districts - Hearings - Transcripts	Audio tape recordings of the regular meetings and hearings of the Board of Supervisors sitting as the governing body for special districts.	Perm.		Perm.	Official	V A	If department no longer wants to retain records, they should be sent to archives for permanent retention.
Special Districts - Ordinances	Original Ordinances of Shasta County adopted by the Board of Supervisors sitting as the governing body to a variety of special districts. Includes title, text, ordinance number, and vote.	Perm.		Perm.	Official	V A	If department no longer wants to retain records, they should be sent to archives for permanent retention.
Special Service District Files	Records pertaining to special service districts made up of members who are either elected or appointed by the Board of Supervisors. Includes correspondence, lists of members, reports, and organization number.	Calendar + Two (2) Years	Five (5) Years	Calendar + Seven (7) Years	Official		

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Records Retention Schedules		

ITEM	DESCRIPTION	OFFICE RETEN. PERIOD	ARCH. RETEN. PERIOD	TOTAL RETEN PERIOD	TYPE OF RECORD	C V A O I R N T C	REMARKS
Statements of Economic Interest	Original Filed statements	Calendar + One (1) Year	Five (5) Years	Calendar + Six (6) Years	Official		After two years on file, statements may be placed on microfilm or other space saving device. GC section 81009 states 730's may be destroyed after seven (7) years whether filmed or not.
Zoning Files	Records pertaining to changes in zoning ordinances, recommendations, notices, correspondence, reports, zoning change applications, petitions, and maps.	Adoption + Two (2) Years	Perm.	Perm.	Official	A	Records are transferred to the records center two years after the changes in the zoning ordinances have been adopted. If department no longer wants to retain records, they should be sent to archives for permanent retention.

COUNTY OF SHASTA		Number
ADMINISTRATIVE MANUAL		2-101
SECTION:	Finance and Budget	Budgetary Policies and Controls
INITIAL ISSUE DATE:	February 13, 1990	
LATEST REVISION DATE:	May 3, 2016	
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PURPOSE

To outline the budgetary policies and controls adopted by the Board of Supervisors.

BACKGROUND

In accordance with Government Code section 29125(a), transfers and revisions to the adopted appropriations may be made by an action formally adopted by the Board of Supervisors at a regular or special meeting as follows:

1. If between funds, by a four-fifths vote.
2. If transfers from appropriation for contingencies, by a four-fifths vote.
3. If between budget units within a fund if overall appropriations are not increased, by a majority vote.

Further, Government Code section 29125(b) allows the Board of Supervisors to designate the County Executive Officer or the County Auditor-Controller to approve transfers and revisions of appropriations within a budget unit if overall appropriations of the budget unit are not increased.

To expedite financial transactions for the on-going operation of County business, the Board of Supervisors delegates certain responsibilities to the County Executive Officer and/or the County Auditor-Controller

POLICY

The County Executive Officer is authorized to approve the following type of budget changes and exercise the following budget controls over the Adopted Budget:

1. The County Executive Officer is authorized to approve transfers and revisions of appropriations within a budget unit up to \$75,000, including any new capital assets or augmentation of existing capital assets, provided such approval does not increase the overall appropriations of the budget unit.
2. The County Executive Officer will request department heads to submit periodic budget summaries including a mid-year budget review estimating expenditures, revenues, and net county cost for their budget unit(s). Such estimates are needed to ensure timely and accurate assessment of the county's financial position.

ATTACHMENT A
POLICY RESOLUTION 2016-01
May 3, 2016

COUNTY OF SHASTA		Number
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The County Auditor-Controller is authorized to:

1. Control each budget unit by object level rather than by specific line item, except for the object level of capital assets which is controlled by line item.
2. Implement and maintain appropriate accounting and budget controls and systems to ensure that departments operate within adopted budgetary guidelines.
3. Make appropriate technical adjustments to the Adopted Budget contingencies to balance out each fund.
4. Deny all claims for payments from outside vendors for Information Technology services including hardware, software, personal computers, and peripheral equipment which do not have Information Technology approval.

Department Heads are required to:

1. Limit all expenditures to ensure that they remain within each object level in the Adopted Budget. In the event of emergencies or other unforeseen situations which require additional appropriations, Department Heads are directed to communicate their needs to the County Executive Officer as soon as possible.
2. Be responsible for revenues in the Adopted Budget. Notify the County Executive Officer in the event of any revenue shortfall.
3. Reduce spending as necessary to remain within the Adopted Budget Net-County-Cost.

Policy Concerning Receipt of State Mandate Reimbursements

Pursuant to section 6 of Article XIII B of the California Constitution and related statutes and regulations, the State of California is required to make certain reimbursements to the County for the costs associated with certain State mandated programs and services ("State Mandate Reimbursements").

The County has historically not received the State Mandate Reimbursements in the fiscal year in which the programs and services are provided by certain County departments. As a result, the County General Fund fronts the cost to those County departments in performing those State mandated programs and services for that fiscal year. This may take the form of a department either incurring a Net County Cost for that fiscal year, or receiving a General Fund Contribution for that fiscal year.

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When State Mandate Reimbursements are received from the State for various State mandated programs or services provided in a prior fiscal year, the Auditor-Controller is authorized to deposit the State Mandate Reimbursements in the General Revenue budget unit, instead of the particular budget units of the departments that performed the State mandated programs or services, when the General Fund had previously fronted the cost to the departments of providing those State mandated programs and services in that fiscal year, either in the form of a Net County Cost or as a General Fund Contribution.

RESPONSIBLE DEPARTMENTS

County Administrative Office
Auditor-Controller

REFERENCES

- BOS Policy Resolution No. 2016-01—5/3/16
- BOS Policy Resolution No. 2015-02--9/15/15 (Amended)
- Administrative Update-03/12/13
- Administrative Update-07/13/12
- BOS Policy Resolution No. 2011-01--3/1/11 (Amended)
- BOS Policy Resolution No. 2010-04--4/27/10 (Amended)
- BOS Policy Resolution No. 2007-2--4/24/07 (Amended)
- BOS Policy Resolution No. 2004-4--7/27/04 (Amended)
- BOS Policy Resolution No. 93-5--6/1/93 (Amended)
- BOS Policy Resolution No. 92-2--2/4/92 (Amended)
- Resolution No. 89-195--8/29/89 (Valid)
- Shasta County Ordinance Code 2.12.060
- BOS Policy Resolution No. 1-62--2/2/88 (Valid)

COUNTY OF SHASTA		Number
ADMINISTRATIVE MANUAL		2-102
SECTION:	Finance and Budget	Extensions of Budget Process Deadlines
INITIAL ISSUE DATE:	August 25, 1992	
LATEST REVISION DATE:	July 13, 2012	
PAGE NO:	Page 1 of 2	

PURPOSE

To permanently extend the budget deadlines referred to in Government Code sections 29066, 29080, 29081, 29088, and 29093, which will give the Board greater flexibility in its budget process.

BACKGROUND

Government Code sections 29066, 29080, 29081, 29088, and 29093 regarding county budgets, specify deadlines and time frames for accomplishing various tasks. These code sections also give the Board of Supervisors the option of extending these deadlines. The Code provides that the Board may implement these extension options on either a permanent basis or for a limited period.

The extensions will not necessarily be needed every year or in every instance. However, the Board, by adopting Policy Resolution Number 92-7, established these extensions of budget deadlines, on a permanent basis, to be utilized as needed, in order to give the Board greater flexibility in its budget process.

POLICY/PROCEDURE

1. Pursuant to Government Code Section 29066, the deadline for publication of the budget hearing notice is extended from August 10 to September 8.
2. Pursuant to Government Code Section 29080, the deadline for commencing the budget hearing is extended from August 20 to September 18.
3. Pursuant to Government Code Section 29081, the number of days for the continuance of the budget hearing is extended from 10 to 14 days.
4. Pursuant to Government Code Section 29088, the final date for the adoption of the budget is extended from August 30 to October 2.
5. Pursuant to Government Code Section 29093, the final date for filing a copy of the budget with the Clerk of the Board and the office of the State Controller is extended from November 1 to December 1.

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RESPONSIBLE DEPARTMENTS

Auditor-Controller
County Administrative Office/Clerk of the Board

REFERENCES

Administrative Update--07/13/2012
BOS Policy Resolution No. 93-5--6/1/93 (Amended)
BOS Policy Resolution No. 92-7 (8/25/92)

COUNTY OF SHASTA		Number
ADMINISTRATIVE MANUAL		2-103
SECTION:	Finance and Budget	Budgetary Reserves
INITIAL ISSUE DATE:	December 4, 2007	
LATEST REVISION DATE:	August 20, 2019	
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PURPOSE

To outline the policies and procedures adopted by the Board of Supervisors regarding provisions for budgetary reserves.

BACKGROUND

Governments should maintain a prudent level of financial resources to protect against reducing service levels or incurring debt because of temporary revenue shortfalls or unpredicted one-time expenditures.

POLICY

The County shall maintain a budget unit for the purpose of designating funds to be held in reserve for cash flow purposes, revenue shortfalls, or unpredicted one-time expenditures.

1. A General Reserve cash fund has been established in the County General Fund.
2. In accordance with the Government Finance Officer's Association (GFOA) recommendation for low to moderate level of risk, the General Reserve shall have a target balance of 17-25% of projected General Fund expenditures.
3. In years where the General Reserve is less than the target balance, the County Executive Officer may recommend increases to the Reserve from unanticipated one-time resources.
4. Once the target balance is achieved, the General Reserve shall be maintained at a minimum balance of \$10 million at all times for cash-flow purposes and can be spent down over three years, with no more than 40% of the reserve being utilized in any one year.
5. In the event that the General Reserve is spent down, it will be replenished over the same number of years, beginning in the next fiscal period after it was last used.
6. Except in cases of a legally declared emergency, as defined in Government Code section 29127, the General Reserve may only be established, canceled, or decreased at the time of adopting the budget as provided in Government Code section 29088. The General Reserve may be increased any time during the fiscal year by a four-fifths vote of the Board of Supervisors.
7. The General Reserve fund shall be the last resort in balancing the County budget.

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8. The General Reserve may be used as a resource for "dry-period" financing for special districts under the Board of Supervisors, as well as select districts and/or agencies in the county at any time upon written request.
9. Requests for loans for "dry-period financing" for special districts under the Board of Supervisors as well as select districts and agencies in the county shall be reviewed by the County Executive Officer; approval requires a four-fifths vote of the Board of Supervisors.

RESPONSIBLE DEPARTMENTS

County Administrative Office
Auditor-Controller
Treasurer-Tax Collector

REFERENCES

BOS Policy Resolution No. 2019-02--08/20/19
Administrative Update--07/13/2012
BOS Policy Resolution No. 2011-07--09/13/11
BOS Policy Resolution No. 2007-09--12/4/07
Government Code sections 23010, 29085, 29086, 29088, 29127
Education Code section 42620

COUNTY OF SHASTA		Number
ADMINISTRATIVE MANUAL		2-104
SECTION:	Finance and Budget	Fund Balance Policy for Financial Statement Reporting
INITIAL ISSUE DATE:	March 1, 2011	
LATEST REVISION DATE:	July 13, 2012	
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PURPOSE

To outline the policies and procedures adopted by the Board of Supervisors regarding provisions for identifying and classifying fund balances in accordance with Government Accounting Standards Board Statement 54.

BACKGROUND

Government entities should maintain a prudent level of financial resources to protect against reducing service levels or incurring debt because of temporary revenue shortfalls or unpredicted one-time expenditures. To this end, the Board adopted *Administrative Policy 2-103, Budgetary Reserves* on December 4, 2007. In addition to the General Reserve, fund balances in the General Fund and non-General Fund budgetary units are comprised of classifications and balances of monies set aside for a specific purpose, or funds that are unrestricted and available for use as circumstances dictate, including being used each year to balance the budget.

Currently, the fund balance is divided into three basic classifications for accounting and tracking purposes: designations, reserves, and unreserved/undesignated. The unreserved/undesignated fund balance is the official title for what has previously been described as “fund balance” in the County of Shasta’s budget reports and discussions and is available for those uses the Board of Supervisors deems necessary. Reserves are legally restricted funds established for a future specific use and are not available for general appropriation. Designations have been set aside by the Board of Supervisors for a specific purpose.

The Government Accounting Standards Board (GASB) issued Statement No. 54, Fund Balance Reporting and Governmental Fund Type Definitions, to become effective for financial statements with periods beginning after June 15, 2010 (Statement 54). Statement 54 is designed to improve financial reporting by establishing fund balance classifications that are easier to understand and apply. Basically, a hierarchy has been established clarifying the constraints that govern how a government entity can use amounts reported as fund balance. Statement 54 establishes the following five new fund balance classifications: Nonspendable, Restricted, Committed, Assigned, and Unassigned.

A Nonspendable Fund Balance includes amounts that are not in a spendable form or are legally or contractually required to be maintained intact (such as inventories or prepaid amounts).

A Restricted Fund Balance includes amounts that can be spent only for specific purposes stipulated by external parties (such as creditors, grant providers, or contributors) or by law.

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A Committed Fund Balance includes amounts that can be used only for the specific purpose determined by the Board of Supervisors. Commitments may be changed or lifted only by the Board of Supervisors taking the same formal action that imposed the constraint originally. The formal action must occur prior to the end of the reporting period. The amount which will be subject to the constraint may be determined in the subsequent period.

An Assigned Fund Balance is comprised of amounts intended to be used by the government entity for specific purposes that are neither restricted nor committed. Intent can be expressed by the Board of Supervisors or by an official or body to which the Board delegates the authority. Assigned fund balance can be used to eliminate a projected budgetary deficit in the subsequent year's budget.

An Unassigned Fund Balance is the residual classification for the General Fund and includes all amounts not contained in the other classifications. Unassigned amounts are technically available for any purpose.

POLICY/PROCEDURE

Fund Balances

1. To maintain the County's credit rating and meet seasonal cash flow shortfalls, economic downturns or a local disaster, the budget shall provide for an anticipated balance for general government and enterprise fund types.
2. Fund balance will be maintained to provide the County with sufficient working capital and a comfortable margin of safety to address emergencies and unexpected declines in revenue without borrowing.
3. The upper goal for the unreserved/undesignated General Fund balance is 50 percent, but not less than 20 percent of the average final budgeted General Fund appropriations for the preceding three fiscal years. Effective the fiscal year ending June 30, 2011, this category will be identified as Unassigned Fund Balance.
4. A designation for debt service that is equal to one year of debt service payments will be maintained. Effective the fiscal year ending June 30, 2011, this category will be in the Assigned Fund Balance.

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5. Funds in excess of the upper goal may be considered for the following one-time or short-term purposes:
 - a. Restore funds advanced from the General Reserve in prior fiscal years;
 - b. Increase the General Reserve to its minimally approved level;
 - c. Capital and technology improvements;
 - d. Reduction of unfunded liabilities, including Retirement and Retiree Health obligations;
 - e. Debt retirement;
 - f. Productivity enhancements;
 - g. Cost avoidance projects;
 - h. Litigation;
 - i. Local match for grants involving multiple departments;
 - j. Other purposes deemed to be fiscally prudent for the County as identified and recommended by the County Executive Officer and approved by the Board of Supervisors.

Classification of Fund Balances

1. The Auditor-Controller is authorized to evaluate existing fund balance classifications (designations, reserves and unreserved/undesignated) and reclassify them in accordance with GASB Statement 54, for implementation effective the fiscal year ending June 30, 2011.
2. For funds that are determined to fall within the “Committed Fund Balance” classification, the Board of Supervisors shall adopt a resolution before fiscal year-end to establish or re-establish the specified purpose for the funds. Committed Fund Balances must be re-established annually before fiscal year-end.

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GASB 54 Classifications		Examples
Nonspendable Fund Balance	Not in spendable form; legally or contractually required to be maintained intact	Inventories Prepaid amounts Advances to other funds
Restricted Fund Balance	Constrained for a specific purpose; changed only with consent of outside party; legally enforceable	Grants Bond Proceeds Highway user tax Prop 36 Mental Health Building permit fees Impact fees
Committed Fund Balance	Established by Board of Supervisors for specified purpose (by resolution); must be established before fiscal year-end; requires Board action to appropriate; commitment survives budget.	General Reserve Accumulated Capital Outlay
Assigned Fund Balance	Established by governing body or delegated representative; less formal (minutes, memo, purchase order, budget document); may be established after fiscal year-end; may expire at any time by any action	General Fund Transfers Out Capital Projects Purchase Orders Encumbrances Delegated authority to amend budgets, contracts or purchase orders
Unassigned Fund Balance	Residual fund balance after deducting non-spendable, restricted, committed and assigned fund balance	Only the General Fund can report positive unassigned fund balance

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Funding Flow Assumptions

This policy considers restricted amounts to be spent before unrestricted fund balance when an expenditure is incurred for purposes for which both restricted and unrestricted (committed, assigned and unassigned) amounts are available. Similarly, within unrestricted fund balance, committed, assigned then unassigned amounts in that order will be spent when an expenditure is incurred for a purpose for which amounts in any of those unrestricted fund balance classifications could be used.

RESPONSIBLE DEPARTMENTS

County Administrative Office
Auditor-Controller

REFERENCES

Administrative Update--07/13/2012
BOS Policy Resolution No. 2011-02--3/1/11 (Adopted)
Government Accounting Standards Board Statement No. 54

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ADMINISTRATIVE MANUAL		2-108
SECTION:	Finance and Budget	Policy Towards Certain Legislation Not Providing Funding
INITIAL ISSUE DATE:	February 13, 1990	
LATEST REVISION DATE:	June 1, 1993	
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PURPOSE

To outline the Board of Supervisors' policy regarding certain legislation not providing funding.

BACKGROUND

The Board of Supervisors has established this policy because it has acknowledged that many services and public assistance programs require a sharing of responsibility by Federal, State, and local government.

POLICY

The Board of Supervisors of the County of Shasta has resolved that, to the extent locally possible, in each instance in which financial support furnished by the Federal and/or State governments for services and public assistance programs is reduced or eliminated, a corresponding reduction or elimination must likewise be made by the County of Shasta.

The Board of Supervisors shall oppose any new legislation not providing funding to county government necessary to carry out the mandated services of the legislation or which legislation carries with it an SB 90 disclaimer.

RESPONSIBLE DEPARTMENTS

County Administrative Office

REFERENCES

- BOS Policy Resolution No. 93-5--6/1/93 (Amended)
- BOS Policy Resolution No. 1-24-1--4/17/84 (Valid)

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PURPOSE

In order to efficiently and expeditiously process claims, it is necessary for the Shasta County Board of Supervisors (Board) to delegate approval authority for certain claims to the Auditor-Controller (Auditor).

POLICY

A. General Terms and Conditions

1. The Board of Supervisors of the County of Shasta (the “Board”) authorizes the Auditor to pay claims as provided in Government Code section 29741.
2. In addition, the Board authorizes the Auditor to audit, allow, or reject all claims for monies properly submitted to the Auditor, in lieu of submitting those claims to the Board; under the following circumstances:
 - a. Claims are for legal County charges and Board approval is not legally required.
 - b. Charges are normal and customary business expenses for the proper operation of a County department.
 - c. Reissues of stale-dated checks in accordance with Government Code section 29802.
 - d. Invoices submitted by the Department of Housing and Community Action Programs related to construction contracts initiated by the Director, or his or her designee, between construction contractors for housing rehabilitation or community facilities projects, and program recipients.
3. When invoices are submitted for payment that do not adhere to purchasing policies set forth in Administrative Policy [6-101](#), *Shasta County Contracts Manual*, the Auditor will require the department to make every reasonable attempt necessary to correct the violation.
4. Pursuant to Government Code section 29705, the Board hereby approves the County’s financial management system electronic invoice and the paper Authorization for Release

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of Funds forms for use when submitting claims (copies attached hereto) and authorizes the Auditor to make non-substantive changes to either form without further Board action.

5. As authorized by Resolution No. 2003-190 and Government Code section 25102, the Auditor need not maintain an allowance book.

B. Auditor Approval for Payments of Goods or Products

1. Invoice payments for goods or products may be authorized by the Auditor as provided in Government Code section 29741.
2. When violations of internal County policy exist, departments must make every reasonable attempt to remedy the violations first. If violations cannot be remedied, the Auditor may expeditiously audit and approve the payment to the vendor for goods or products already received in order to keep Shasta County's credit in good standing.
 - a. A list of invoices approved under this section that are in violation of purchasing policy will be forwarded to the CEO each week for review and any appropriate action.

C. Auditor Approval for Payments of Services, Leases, or Other Contract Items

1. Requests for contract payments for services, leases or other contract items may be authorized by the Auditor as provided in Government Code section 29741.
2. Administrative Policy [6-101](#), *Shasta County Contracts Manual*, provides for the use of non-standard contract formats. The attached purchase order for services agreement may be used for services totaling \$5,000 or less, which are not ongoing or repetitive, and fall into one of the following categories:
 - a. Carpet cleaning
 - b. Courier services
 - c. Design and layout services for print advertising or clothing
 - d. Dry cleaning

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- e. Employee physicals and drug testing for services not included in current contract
 - f. Filter cleaning
 - g. Fire alarm inspection (for services not included in current contract)
 - h. Gunsmith
 - i. Lab analysis (for services not included in current contract)
 - j. Locksmith
 - k. Medical copy services
 - l. Pest services
 - m. Sanitation pumping
 - n. Title reports
 - o. Towing
 - p. Transcription services
 - q. Veterinary services
 - r. Other services as approved by the County Executive Officer or his or her designee
3. When violations of internal County policy exist, departments must make every attempt to remedy the violations first.
- a. See the *Shasta County Contracts Manual* for instructions on the retroactive approval process.

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b. See chart below for additional instructions on remedying contract violations.

Violation	Total Contract Amount	Remedy
No contract	\$1-\$5,000.00 (per invoice)	<p>Department forwards the invoice to the Auditor along with an explanation of why the policy could not be followed. The Auditor will review the item to ensure that the violation is not repetitive or recurring. If the violation is not found to be repetitive or recurring, the Auditor will forward the invoice to the CEO for approval of an invoice totaling \$5,000 or less without a contract. With CEO approval, the Auditor may authorize payment of the invoice.</p> <p><i>Note: If the violation is found to be repetitive or recurring, the invoice will be rejected and the department will be required to obtain a retroactive contract or amendment or to seek approval for payment from the Board of Supervisors.</i></p>
No contract or amendment	\$5,000.001 and over	Department drafts a retroactive agreement or amendment and presents it for approval as provided in Administrative Policy 6-101 or seeks approval from the Board of Supervisors.

D. CEO Approval for Payments of Items That Are Not Normal and Customary

If the Auditor deems that items on an invoice are not normal and customary business expenses for the proper operation of a County department, and the invoice total is \$5,000 or less, the invoice will be forwarded to the CEO for review and approval as to necessity. Invoices over

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\$5,000 require Board approval. The CEO may, in his or her discretion, decline to approve any invoice in which case Board approval is necessary.

E. CEO Approval of Claims for Money or Damages up to \$50,000 Presented for Payment More Than a Year After a Service or Product Has Been Provided

Pursuant to Government Code section 935.4 and Administrative Policy 3-100, authority to approve, compromise, or settle, in accordance with law, claims for money or damages up to \$50,000 presented more than a year after a service or product has been provided is delegated to the CEO. The CEO, in his or her discretion, may decline to exercise this delegation of authority on any particular claim, in which case Board approval is required.

F. Claims List

1. The Claims List shall include the Auditor-Controller's certification and the Chairman of the Board of Supervisor's signature, as required by Government Code section 29705.
2. The Claims List will be accompanied by copies of supporting documentation, the department's explanation, and the Auditor's reason for submitting the claim to the Board for approval.
3. Per Government Code sections 910 and 911.2, all claims for money or damages in excess of \$50,000 presented by a claimant for payment more than one year after a service or product has been provided, require Board approval. These invoices will be presented to the Board for approval on a claims list.

RESPONSIBLE DEPARTMENTS

Auditor-Controller

REFERENCES

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 Administrative Update--07/13/2012
 BOS Policy Resolution No. 2011-06--6/28/11 (Amended, effective 7/1/11)
 BOS Policy Resolution No. 2008-02--3/4/08 (Amended)
 BOS Policy Resolution No. 2007-2-- 4/24/07 (Amended)
 BOS Policy Resolution No. 2006-2--5/9/06 (Amended)
 BOS Policy Resolution No. 2005-4--7/26/05 (Amended)
 BOS Policy Resolution No. 2004-5--10/5/04 (Amended)
 BOS Policy Resolution No. 1-45--2/12/85 (Valid)
 Article 2, chapter 4, division 3, title 3 of the Government Code (Section 29741-29749, et seq.)
 BOS Policy Resolution No. 77-224--8/22/77 (Superseded)

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SHASTA COUNTY PURCHASE ORDER AGREEMENT - SERVICES	
<p>By the signature of its Purchasing Agent appearing below, Shasta County retains the services of _____ of _____, _____ (Contractor) to provide the services and associated materials, if any, for the prices or at the rates, and within the time period, specified below or in the attached quote:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>	
<p>_____</p> <p>Department Head or Designee</p>	
<p>Dated: _____ Purchase Order No: _____</p>	
<p>All services and materials must be delivered within 120 days of the above date, after which this contract will be void. Contractor's provision of such services and materials is subject to the terms and conditions set forth on the reverse side of this Agreement.</p>	
<p>Send invoices to: _____</p> <p>_____</p> <p>_____</p> <p>_____</p>	
<p>Accepted:</p> <p>_____</p> <p>Contractor</p>	

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The Purchase Order Agreement ("PO") is made by and between the County of Shasta ("County") and the party to which this PO is addressed ("Contractor"), effective as of the date set forth above.

1. Contractor shall provide to County all services and any associated materials (the "Services") as provided in this PO for the compensation stated within the time period specified in this PO.
2. County shall compensate Contractor for the Services provided within thirty (30) days after its receipt of an accurate, itemized written statement or invoice from Contractor.
3. Contractor shall comply with all applicable laws in the provision of the Services. Further, Contractor shall obtain and maintain any and all licenses and permits, or other authorizations, required for it to provide the Services in accordance with the terms of this PO.
4. Contractor waives any right to, and shall deliver possession and title to County of, all publications, computer programs, inventions, or other property arising out of Contractor providing the Services pursuant to this PO unless otherwise expressly agreed in writing by County in this PO.
5. Contractor shall, and shall require its agents, officers, subcontractors and employees to, maintain the confidentiality of any and all proprietary, privileged, or otherwise confidential information in County's possession and obtained by Contractor as the result of providing the Services, and shall refrain from disclosing or using such information without County's written consent.
6. Contractor shall maintain workers' compensation insurance to the extent required by law, and shall maintain continuously Commercial General Liability Insurance, including coverage for owned and non-owned automobiles, and other insurance necessary to protect the County and the public with limits of liability of not less than \$1 million combined single limit bodily injury and property damage in the provision of services and associated materials, if any, as called for by this PO.
7. Contractor shall indemnify and hold harmless County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses, audit exceptions (including, but not limited to, reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, litigation costs, and investigation costs), damages, judgments, or decrees by reason of any person's or persons' loss or injury, including death, or property loss or damage (including property of County) arising from the negligent acts, willful acts, or errors or omissions of Contractor or any of Contractor's subcontractors, any person employed under Contractor, or under any subcontractor, or in any capacity during the progress of the work or the provision of services undertaken pursuant to this PO, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of County. Contractor shall also, at Contractor'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 PO.
8. Contractor shall prepare and maintain such records as may be required by law or this PO regarding the Contractor's provision of the Services, pursuant to this PO, and shall make such records available, upon request, for inspection by County and other authorized entities and persons for reasonable requested audit or evaluation purposes.
9. Contractor 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. Contractor shall provide to County all warranties for any materials provided pursuant to this PO which are impliedly or expressly provided by law or which the manufacturer customarily provides to purchasers or users.
10. This PO may be terminated by County upon 10 days prior written notice. Contractor shall be entitled to payment for services and associated materials, if any, satisfactorily provided, in accordance with terms and condition of this PO, prior to the date of the notice of termination. County may terminate this PO immediately if Contractor is in violation of the terms and conditions of this PO.
11. This PO may be amended only by mutual written consent of the parties. This PO is intended as the entire agreement between the parties, superseding all previous agreements between them. If any portion of this PO is determined to be invalid, the remaining portions shall continue in full force and effect.
12. This PO is governed by California law. Venue for any legal proceeding arising out of or related to it shall be in Shasta County, California. If either party initiates legal proceedings against the other party with respect to the PO, the non-prevailing party shall pay the prevailing party's costs and expenses (including reasonable attorney's fees).
13. The parties are independent contractors, and the employees, officers, and agents of one party shall not be deemed to be employees of the other party for any purpose.
14. Contractor's signature represents that he/she has the authority to execute this PO and to bind Contractor to the terms and conditions of this PO.
15. It is agreed and understood by the parties that this PO has been arrived at through negotiation and that neither party is to be deemed the party which created any uncertainty in this PO within the meaning of section 1654 of the Civil Code.
16. Contractor shall perform the work or services required by this PO in accordance with the industry and/or professional standards applicable to Contractor's work or services.
17. If Contractor receives notice of any claim for damages or any lawsuit concerning Contractor's performance under this PO and that in any way affects or might reasonably affect County, Contractor shall give notice thereof to County within 10 days.
18. 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 Contractor in writing of such non-appropriation at the earliest possible date.
19. In the event of a conflict between the terms and conditions of this PO and any other document attached or incorporated into this PO, the terms and conditions of this PO shall control.

_____ Contractor's initials constitute a representation that I have read and understood these terms and conditions

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County's financial management system electronic invoice form:

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SECTION:	Finance and Budget	Department Responsibility for Cost Recovery
INITIAL ISSUE DATE:	September 19, 2017	
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PURPOSE

To establish department responsibility to recover full cost, to the extent allowed by law, for services provided to agencies or individuals outside the County of Shasta organization through fees and to inform the Board of Supervisors of the full cost of new or proposed services and the reason for any difference between full cost and anticipated recovery.

BACKGROUND

The Shasta County Board of Supervisors recognizes that, generally, as a matter of equity whenever possible the cost of county services should be charged to the agencies or individuals that receive a direct benefit and not to all taxpayers. This policy provides guidelines for departments to follow when setting fees for services.

POLICY

A. GENERAL

1. Departments will seek to recover the full cost of all services they provide to agencies or individuals outside the County of Shasta organization.
 - a. In the case of the County providing contract services to cities pursuant to Government Code 51350, unless otherwise provided by law, the County will recover all those costs incurred in providing the services so contracted or authorized. Costs that are attributable to services made available to all portions of the County (where the Board of Supervisors determines by resolution that such services are made available to all portions of the County), shall not be charged to cities as direct or indirect overhead charges. County overhead, as defined in Code of Federal Regulations (CFR) Title 2, Subtitle a, Chapter 2, Part 200 (formerly Federal Budget Circular A-87), will not be charged to cities.
2. When setting fees, funding sources that will require a revenue match from the County General Fund shall be limited to the designated match level mandated as a condition of funding.
3. Approval for initiation or revision of fees and charges must be done in accordance with applicable law and generally requires approval by the Board of Supervisors. Fees whose amounts are fixed by statute with no Board of Supervisors discretion as to amount do not require approval of

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the Board of Supervisors. Board of Supervisors approval is not required to reduce fees if reduction of the fee is compelled by State law.

4. Full cost is defined as the sum of direct costs plus departmental overhead costs plus external indirect costs as calculated pursuant to the CFR Title 2, Subtitle a, Chapter 2, Part 200 cost plan (the "A-87 Cost Plan").

B. FEES

Departments shall:

1. Establish all fees or charges, and subsequent changes to fees or charges, by ordinance. Unless otherwise provided by law, there is generally a minimum 30 day waiting period between adoption of a fee or fee increase, and its effective date. The Clerk of the Board shall issue all public notices required by law.
2. Maintain a documented record of all fees or charges established and collected including a brief description of each type of fee, authority for establishing the fee or charge, the data for the amount of the fee or charge, revenue account code, amount of fee or charge, date of last revision and other data as required by the Auditor-Controller.
3. Provide a copy of all fee calculation worksheets and substantiation to the Auditor-Controller.
4. Review all fee schedules annually, or more frequently if warranted, and make recommendations to the Board of Supervisors for changes to recover full cost.

PROCEDURE

1. The department providing the service, after meeting the policy or other review requirements of the CEO and Auditor-Controller, shall complete and submit an Auditor and Controller Rate/Fee Packet including sufficient documentation to support the calculation of all costs to the Auditor-Controller at least three weeks prior to the anticipated Board of Supervisors' meeting date.
2. The Board of Supervisors shall review all proposed fee changes at a properly noticed public meeting and, in those cases where it determines that no fee or a reduced fee is

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appropriate, advise the CEO of the revenue source to be used to offset the loss of fee income.

3. Departments shall pursue the prompt collection of all fee revenues and collect and report revenue within the guidelines established by law and policies set by the Board of Supervisors, and in accordance with the standards and procedures established by the Auditor-Controller. Departments may not waive the collection of fees once fees are set by the Board of Supervisors.
4. At least annually, the Auditor-Controller shall bring a report of proposed new or revised fees to the Board of Supervisors. However if an emergent need arises, a department may take new fees to the Board of Supervisors directly at an earlier interval, provided the Rate/Fee Packet including sufficient supporting documentation to support the calculation of all costs, is provided to the Auditor-Controller at least three weeks prior to the anticipated Board of Supervisors' meeting date.

REFERENCES

- Government Code §51350
- Government Code §54985 through §54988
- Government Code §66016 through §66019
- Code of Federal Regulations Title 2, Subtitle a, Chapter 2, Part 200
- Government Finance Officers Association Best Practice: Establishing Government Charges and Fees

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SECTION:	Finance and Budget	Department Signature Authorizations
INITIAL ISSUE DATE:	June 15, 1993	
LATEST REVISION DATE:	November 25, 2003	
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PURPOSE

To establish a standardized signature policy for all County departments and special districts under control of the Board of Supervisors.

BACKGROUND

Signature authority by department heads for transactions executed by the Auditor-Controller's Office have taken various forms. This has resulted in many departments giving signature authority that breach the internal control concepts of segregation of duties and limited access to assets.

Only batch-issued payroll checks and other approved bulk issued checks can be picked up by an authorized alternate. It is the policy of the Auditor-Controller that individual checks are to be issued directly to the payee. Exceptions to this policy are only allowed upon approval of the Auditor-Controller or Assistant Auditor-Controller. Vendor checks are mailed directly to the vendors. At the option of the vendor, payment can be issued by direct deposit.

The formal policy and forms provided herein limit the number of individuals authorized by each department/org key to approve and receive fiscal documents.

POLICY

Each department head will complete a "Department Signature Authorizations" form for each department or org key for which they are responsible. The original copy of this form will be forwarded to the Auditor-Controller's Office. Submission of this form will supersede any previous signature authorities on file for the departments.

A new form must be completed in its entirety whenever signature authority needs to be changed:

For long-term changes, when the Auditor-Controller's Office receives a new form, the old form will be deleted.

For short-term temporary changes, the form must clearly indicate the time period when signature authority will be in effect. This form will be deleted and authority will revert back to the long-term form at the end of the period. If no time period is indicated, the Auditor-Controller will treat the authorization as long-term.

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An alternate can be authorized to EITHER sign OR pick-up checks. Do not authorize the same alternate the authority to do both.

RESPONSIBLE DEPARTMENTS

Auditor-Controller

REFERENCES

- BOS Policy Resolution No. 2003-3--11/25/03 (Amended)
- BOS Policy Resolution No. 2001-10--8/14/01 (Amended)
- BOS Policy Resolution No. 93-6--6/15/93

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COUNTY OF SHASTA
DEPARTMENT SIGNATURE AUTHORIZATIONS

DEPARTMENT NAME

ORG KEY

DEPARTMENT HEAD

SIGNATURE
(Indicates authorization for all alternates)

TITLE

DATE

Authorized to sign claims, journal entries, and payroll documents.

1st Alternate Name

SIGNATURE

2nd Alternate Name

SIGNATURE

Authorized to pick-up payroll checks and other bulk issued checks. (See Note Below)

1st Alternate Name

SIGNATURE

2nd Alternate Name

SIGNATURE

An alternate can be authorized to sign **OR** pick-up. **DO NOT** authorize the same alternate the authority to do both.

This authorization supersedes all prior notices.

NOTE: It is the policy of the Auditor-Controller that checks are to be issued directly to the payee. Exceptions to this policy are only upon approval of the Auditor-Controller.

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PURPOSE

The purpose of this Grants Policy (Policy) is to ensure that the County Administrative Office is provided with complete information and adequate time to review all proposed grant applications to ensure that all proposed grant applications are consistent with the policies of the Board of Supervisors prior to their submission to outside agencies.

SUMMARY

This Policy is not intended to discourage department heads from resourcefully and aggressively seeking grant funding. Its intent is to ensure that the County Executive Officer has full knowledge of, and concurrence in, proposed grant applications before they are submitted to funding agencies. This Policy is also intended to ensure that adequate fiscal and program information is submitted to the County Administrative Office for review and consideration prior to making a decision which may have lasting impacts on County operations and/or future financial obligations.

For the purpose of this Policy, a grant is generally defined as a financial subsidy from a source other than the County which is intended to fund a specific use, program, or project, typically has a defined term, and requires the County to administer the grant and/or carry out the defined use, program, or project. For the purposes of this Policy, the definition of a grant does not include ongoing state and federal subventions.

Complying with the timelines in this Policy allows sufficient time for the department to take an application to the Board of Supervisors for consideration at the request of the County Executive Officer or as required by the grantor.

For the purpose of this Policy, any authority granted herein to the County Executive Officer is also granted to any management staff in the County Administrative Office as determined by the County Executive Officer.

POLICY/PROCEDURE

1. The County Administrative Office shall develop the Shasta County Grant Application Data Sheet for department completion. The Shasta County Grant Application Data Sheet shall include, at a minimum, the requirement for departments to provide the grant project title, description, funding source(s), whether additional staff will be needed, method to be used in evaluating project

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success, and how continuation of the project will be funded when the outside funding has been exhausted. The County Executive Officer, at his or her discretion, may modify the Shasta County Grant Application Data Sheet provided that it contains the minimum information set forth in this paragraph.

2. Departments shall use the current Shasta County Grant Application Data Sheet provided on the County Administrative Office Intranet page.
3. At least three weeks prior to the deadline for filing the application, the completed proposed grant application applicable to this Policy, any supporting documentation, and the completed Shasta County Grant Application Data Sheet shall be electronically submitted via email to the County Administrative Office with an emailed copy to the Auditor-Controller's Office as indicated on the form.
4. In the event that the application-filing deadline is within thirty days of the first notice to the department that a grant is available, the three-week requirement under Item 3 above may be waived by the County Executive Officer upon request of the department head.
5. The County Executive Officer may either approve or deny a request to submit a grant application. If the County Executive Officer gives approval to submit a grant application, the County Executive Officer shall determine, at his or her own discretion, whether the Board of Supervisors, the County Executive Officer, or the department head will sign the grant application on behalf of the County.

Note: If a grantor requires Board of Supervisors (also sometimes referred to as Governing Board, Board of Directors, and/or Authorizing Board) approval for grant application submission, grant acceptance, and/or grant agreement execution, then the department will comply with the grantor's requirements after receiving approval to apply for the grant from the County Executive Officer.

6. In the event the County Executive Officer requires that the grant application be approved by the Board of Supervisors prior to submission or the grantor requires Board of Supervisors approval for the application, at a minimum, the Board Report shall address the following:
 - a. The purpose and benefit of the grant: i.e., how the grant will enhance an existing program or current resources or generate cost savings;

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- b. If applicable, the amount of the County match and the fund from which it will be financed;
 - c. The fiscal and program impacts, if any, the grant program or project will have on County Departments, other agencies (both public and private), and/or other County programs and projects;
 - d. Whether the grant itself and/or the decision to apply for the grant were/was made as a direct result of a legislative or judicial mandate;
 - e. Whether the grant program or project will include, or result in long-term financial support from non-County sources;
 - f. Whether the grant proposal is for a one-time program or project;
 - g. Whether the program or project funded by the grant will necessitate the addition of County staff, and if so, the annualized cost of that staff and a description of the funding sources for all costs attributable to the additional staff; and
 - h. Whether the grant agreement includes an obligation or commitment to continue the program or project after the end or termination of the grant agreement, and whether the grant will ultimately result in long-term commitment of County resources past the grant's initial duration.
7. If the grant is awarded, then the department will follow County Administrative Policy 6-101, *Shasta County Contracts Manual*, regarding signature authority to sign the grant agreement unless the Board of Supervisors has previously authorized the County Executive Officer or the department head to sign the grant agreement.
 8. Grant funds awarded must be appropriated; when not included in the department's Adopted Budget, a budget amendment must be approved by the Board of Supervisors.
 9. Nothing in this Policy shall be construed to limit or expand the authority of department heads to execute revenue agreements in accordance with County Administrative Policy 6-101, *Shasta County Contracts Manual*.
 10. Unless otherwise permitted by the County Executive Officer, whenever the County administers a multi-agency grant as the lead agency and then executes an agreement with another person or

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entity where that person or entity receives grant funds as a sub-grantee, the agreement shall include provisions that provide as follows: (i) the sub-grantee shall only be compensated or reimbursed upon County receipt of a written request and receipt of documentation sufficient to satisfy the terms and conditions of the grant to the County and any government audit; (ii) the sub-grantee will only be compensated or receive reimbursement after the County has received grant funds from the grantor sufficient to compensate or reimburse the sub-grantee; and (iii) the sub-grantee shall be responsible for any audit exception which is attributable to the action or inaction of the sub-grantee and that the sub-grantee shall indemnify, defend, and hold harmless the County of Shasta from any such audit exception even if the sub-grantee's claim for payment or reimbursement was approved, processed, and/or made by Shasta County.

RESPONSIBLE DEPARTMENTS

County Administrative Office

REFERENCES

- BOS Policy Resolution No. 2014-05--10/14/14 (Amended)
- Administrative Update--07/13/2012
- BOS Policy Resolution No. 2010-06--10/12/10 (Amended)
- BOS Policy Resolution No. 2008-02--3/4/08 (Amended)
- BOS Policy Resolution No. 2007-2--4/24/07 (Amended)
- BOS Policy Resolution No. 99-5--3/16/99 (Amended)
- BOS Policy Resolution No. 98-3--6/23/98 (Amended)
- BOS Policy Resolution No. 93-5--6/1/93 (Amended)
- BOS Action--10/30/90
- Grants Manual Resolution No. 79-264--11/13/79 (Superseded)

[Note: The Shasta County Grant Application Data Sheet previously included as part of this policy will be removed as part of the October 2014 amendment.]

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ADMINISTRATIVE MANUAL		2-401
SECTION:	Finance and Budget	Acceptance of Donations
INITIAL ISSUE DATE:	June 28, 2011	
LATEST REVISION DATE:	June 28, 2011	
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PURPOSE

To establish a procedure for the County to accept donations.

POLICY

A “donation” refers to any gift to the County, whether of money or of any other type of property, and whether made outright, conditionally, or in trust. Department heads may accept donations having a value of \$2,500 or less on behalf of the County. Only the Board of Supervisors can accept a donation having a value over \$2,500. In addition, one or more donations from a single source exceeding a total of \$2,500 in any 12-month period must be approved by the Board (Government Code section 25355).

If the donor does not put any restrictions on the use of the item donated, the item and any income produced by the item may be put to any use that the Board of Supervisors directs. If the donor states the uses to be made of the item, or uses to which the donor does not want the item put, the County must comply with those restrictions on its use; the same applies to any restrictions placed on use of any income produced by the donated property (Government Code section 25356).

RESPONSIBLE DEPARTMENTS

County Counsel
County Administrative Office

REFERENCES

BOS Policy Resolution No. 2011-06--6/28/11 (Removed from Policy 6-101; effective 7/1/11)

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SECTION:	General Administration	Shasta County Debt Management Policy
INITIAL ISSUE DATE:	October 14, 2014	
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PURPOSE

The debt management policy is used to provide the general framework for planning and reviewing debt proposals and managing continuing disclosure requirements.

BACKGROUND

The Shasta County Board of Supervisors recognizes there are no absolute rules or easy formulas that can substitute for a thorough review of all information affecting the County's debt position. Debt decisions should be the result of deliberative consideration of all factors involved.

POLICY

A. General Debt Policy

1. Except in extreme emergencies, long-term debt shall not be issued to finance ongoing operational costs.
2. When possible, the County shall pursue alternative sources of funding, such as pay as you go or grant funding to limit debt.
3. Whenever possible the County shall use self-supporting debt instead of General Fund obligated debt.
4. The aggregate annual general fund contribution to debt service, including certificates of participation but excluding self-supporting debt, shall not exceed 10% of annual General Fund discretionary revenue.
5. The County shall seek to maintain and, if possible, to improve its bond rating so borrowing costs are minimized and access to credit is preserved. It is imperative that the County demonstrate to rating agencies, investment bankers, creditors, and taxpayers that County officials are following a prescribed financial plan. The County will follow a policy of full disclosure by communicating with bond rating agencies to inform them of the County's financial condition.
6. Every future bond issue proposal will be accompanied by an analysis demonstrating conformity to the debt policies adopted by County Board of Supervisors. The Deputy

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County Executive Officer and Auditor-Controller will review and comment on each bond issue proposal regarding conformance with existing debt and financial policies, and specific aspects of the proposed financing package and its impact on the County's creditworthiness.

7. The County recognizes that it is of the utmost importance that elected and appointed County officials, and all others associated with the issuance of County debt, not only avoid the reality of a conflict of interest, but the appearance thereof as well. County officials must conduct themselves in a fashion consistent with the best interests of the County and taxpayers. Elected and appointed County officials should avoid even the appearance of linkages between politics and public finance that can erode the confidence of taxpayers, ratepayers, and voters. This includes avoiding gratuities, and political contributions of more than nominal value from service providers and the disclosure of all possible conflicts of interest shall be provided in writing and filed with the County Clerk.

B. Taxpayer Equity

Shasta County's property taxpayers and citizens who benefit from projects financed by bonds should be the source of the related debt service funding. This principle of taxpayer equity should be a primary consideration in determining the type of projects selected for financing through bonds. Furthermore, the principle of taxpayer equity shall be applied for setting rates in determining net revenues for bond coverage ratios.

C. Uses of Debt Proceeds

1. Debt proceeds should be limited to financing the costs of planning, design, land acquisition, buildings, permanent structures, attached fixtures or equipment, and movable pieces of equipment, such as fire engines, or other costs as permitted by law. Acceptable uses of debt proceeds can be viewed as items which can be capitalized. Non-capital furnishings and supplies will not be financed from debt proceeds. Bond proceeds may be used to establish a debt service reserve. Refunding bond issues designed to restructure currently outstanding debt are an acceptable use of bond proceeds.
2. Recognizing that bond issuance costs add to the total interest costs of financing; bond financing should not be used if the aggregate cost of projects to be financed by the bond issue does not exceed \$2,500,000.

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D. Decision Analysis

1. Whenever the County is contemplating a possible bond issue, information will be developed concerning the following four categories commonly used by rating agencies assessing the County's creditworthiness. The subcategories are representative of the types of items that may be considered. This information will be presented by the Deputy County Executive Officer and Auditor-Controller to the Board of Supervisors.

Debt Analysis

- Debt capacity analysis
- Purpose for which debt is issued
- Debt structure
- Debt burden
- Debt history and trends
- Adequacy of debt and capital planning
- Obsolescence of capital plant

Financial Analysis

- Stability, diversity, and growth rates of tax or other revenue sources
- Trend in assessed valuation and collections
- Current budget trends
- Appraisal of past revenue and expenditure trends
- History and long-term trends of revenues and expenditures
- Evidence of financial planning
- Adherence to generally accepted accounting principles
- Audit results
- Fund balance status and trends in operating and debt funds
- Financial monitoring systems and capabilities
- Cash flow projections

Governmental and Administrative Analysis

- Government organization structure
- Location of financial responsibilities and degree of control
- Adequacy of basic service provision
- Intergovernmental cooperation/ conflict and extent of duplication
- Overall County planning efforts

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Economic Analysis

- Geographic and location advantages
- Population and demographic characteristics
- Wealth indicators
- Housing characteristics
- Level of new construction
- Types of employment, industry, and occupation
- Evidence of industrial decline
- Trend of the economy

2. The County may use the services of qualified internal staff and outside advisors to assist in the analysis, evaluation, and decision process, including bond counsel and financial advisors. Recognizing the importance and value to the County's creditworthiness and marketability of the County's bonds, this policy is intended to ensure that potential debt complies with all laws and regulations, as well as sound financial principles.

E. Debt Planning

1. General obligation bond borrowing should be planned, and the details of the plan must be incorporated into a Shasta County Capital Improvement Plan.
2. General obligation bond issues should be included in the Capital Improvement Plan for at least two years prior to the year of the bond sale. The first inclusion should contain a general description of the project, its timing, and financial limits; subsequent inclusions should become increasingly specific.

F. Communication and Disclosure

1. Significant financial reports affecting or commenting on the County will be forwarded to the rating agencies. The Municipal Securities Rulemaking Board's EMMA website shall be used to disclose all material events within 10 days of occurrence including principal and interest payment delinquencies; non-payment related defaults; unscheduled draws on credit enhancements reflecting financial difficulties; substitution of credit or liquidity providers or their failure to perform; adverse tax opinions or events affecting the tax-exempt status of the security; modifications to the rights of the security holders; bond calls and tender offers; defeasances; release substitution or sale

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of property securing repayment of the securities; rating changes; incurrence of a financial obligation of the issuer or obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the issuer or obligated person, any of which affect security holders, if material; default, event of acceleration, termination event, modification of terms, or other similar events under the terms of the financial obligation of the issuer or obligated person, any of which reflect financial difficulties; and bankruptcy, insolvency, or receivership. Each bond prospectus will follow the disclosure guidelines of the Government Finance Officers Association of the United States and Canada.

2. The County should attempt to develop coordinated communication processes with all other jurisdictions with which it shares a common property tax base concerning collective plans for future debt issues. Reciprocally-shared information on debt plans including amounts, purposes, timing, and types of debt will aid each jurisdiction in its debt planning decisions.
3. Prior to authorizing issuance of bonds with a term greater than 13 months the County shall disclose the information required by Government Code Section 5852.1 at a meeting open to the public.
4. No later than 21 days after issuing debt, the County shall submit the final sale report required by Government Code Section 8855(j) to the California Debt and Investment Advisory Commission (CDIAC).
5. No later than seven months after the end of any fiscal year during which the County issues debt and for every fiscal year thereafter, the County shall submit the annual report required by Government Code Section 8855(k) to the California Debt and Investment Advisory Commission (CDIAC).

G. General Obligation Bonds

1. Every project proposed for financing through general obligation debt should be accompanied by a full analysis of the future operating and maintenance costs associated with the project.

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2. Generally, bonds cannot be issued for a longer maturity schedule than a conservative estimate of the useful life of the asset to be financed. The County will attempt to keep the average maturity of general obligation bonds at or below 12.5 years.
3. Whenever possible, the County will finance capital projects by using self-supporting revenue bonds. Revenue bonds assure the greatest degree of equity because those who benefit from a project and those who pay for a project are most closely matched.

H. Revenue Bonded Debt

1. It will be a long-term goal that any utility or enterprise will ensure future capital financing needs are met by using a combination of current operating revenues and revenue bond financing. Therefore, a goal is established that 15% of total project costs should come from operating funds of the utility or enterprise.
2. It is County policy that each utility or enterprise should provide adequate debt service coverage. A specific factor is established by County Board of Supervisors that projected operating revenues in excess of operating expenses less capital expenditures, depreciation and amortization in the operating fund should be at least 1.25 times the annual debt service costs. Below is an example of the debt coverage calculation.

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Debt Coverage Example:

Operating Revenues	\$ 3,903,000
Operating Investment Income	<u>80,000</u>
Total Operating Revenue	\$ 3,983,000
Operating Expenses	\$ 3,840,000
Less: Depreciation and Amortization	<u>310,000</u>
Subtotal	\$ 3,530,000
Net Revenue Available for	
Debt Service	\$ 453,000 (1•)
Principal	\$ 75,000
Interest	<u>37,500</u>
Total Debt Service	\$ 112,500 (2*)
Debt Coverage Ratio (1* divided by 2*)	4.03

I. Short Term Financing/Capital Lease Debt

- I. Short-term financing or capital lease debt will be considered to finance certain equipment and rolling stock purchases when the aggregate cost of equipment to be purchased exceeds \$25,000. Adequate funds for the repayment of principal and interest must be included in the requesting department's approved budget.
2. The term of short-term financing will be limited to the usual useful life period of the vehicle or equipment, but in no case will exceed ten years.
3. Departments requesting capital financing must have a budget appropriation approved by the Board of Supervisors. Departments shall submit documentation for approved purchases to the Deputy County Executive Officer each year within ten days after the annual budget is adopted. The Deputy County Executive Officer will consolidate all requests and may solicit competitive or negotiated proposals for capital financing to insure the lowest possible interest costs.

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J. Bi-Annual Review

The Deputy County Executive Officer and the Auditor-Controller will schedule the Debt Policy for review and updating by the Board of Supervisors biennially.

RESPONSIBLE DEPARTMENTS

County Administrative Office
Auditor-Controller

REFERENCES

Administrative Update--12/06/2022
BOS Policy Resolution No. 2018-03 (Amended)
BOS Policy Resolution No. 2016-03 (Amended)
BOS Policy Resolution No. 2014-06 (Amended)

COUNTY OF SHASTA		Number
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SECTION:	Finance and Budget	Post-Issuance Compliance Policy for Bond Issues
INITIAL ISSUE DATE:	February 28, 2012	
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PURPOSE

The purpose of this policy is to ensure that the County of Shasta (the “County”) complies with applicable requirements of bond documents and applicable federal tax law necessary to preserve the tax-exempt status of interest on tax-exempt obligations issued by the County. This policy is designed to set forth compliance procedures so that the County utilizes the proceeds of all issues of bonds, certificates of participation, bond anticipation notes, and tax and revenue anticipation notes (collectively referred to as “Bonds”) in accordance with applicable federal tax requirements, and complies with all other applicable federal requirements with respect to Bond issues.

To comply with applicable federal tax requirements, the County must confirm that the requirements are met at the time Bonds are issued and throughout the term thereof. Generally, compliance should include retention of records sufficient to establish compliance with applicable federal tax requirements, including records related to periods before the Bonds are issued (e.g., in the case of reimbursement of prior expenditures) until six (6) years (or, if longer, such other time period provided in the tax certificate related to an issue of Bonds) after the final maturity or redemption date of any issue of the Bonds.

The County may at times undertake capital projects which are funded by the State of California via a lease-revenue bond structure, whereby the State sells Bonds. The State may at times award the County federal “pass-through” funding for capital projects. The County will include record-retention for all such capital projects under this policy.

POLICY/PROCEDURE

A. Responsible Official. The Administrative Fiscal Chief of the County will identify the officer or other employee(s) who will be responsible for each of the procedures listed below, notify the current holder of that office of the responsibilities, and provide that person a copy of these procedures. Upon employee transitions, the Administrative Fiscal Chief of the County will advise the new personnel of their responsibilities under these procedures and will ensure they understand the importance of these procedures. If employee positions are restructured or eliminated, the Administrative Fiscal Chief of the County will reassign responsibilities as necessary.

B. Issuance of Bonds.

Bond Counsel. The County will retain a firm of nationally-recognized bond counsel (“Bond Counsel”) to deliver a legal opinion upon issuance of Bonds. The County will consult with Bond

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Counsel and other legal counsel and advisors, as needed, following issuance of Bonds to ensure that applicable post-issuance requirements in fact are met, so that interest on all Bond issues will be excluded from gross income for federal income tax purposes so long as any Bonds remain outstanding.

Documentation of Tax Requirements. The federal tax requirements relating to each issue of Bonds will be set forth in the Tax Certificate or other similar document (“Tax Certificate”) executed in connection with each issue, which will be included in the closing transcript for each issue. The certifications, representations, expectations, covenants, and factual statements set forth in the Tax Certificate relate primarily to the restriction on use of the Bond-financed facilities by persons or entities other than the County, changes in use of assets financed or refinanced with Bond proceeds, restrictions applicable to the investment of Bond proceeds and other moneys relating to the Bonds, arbitrage rebate requirements, and economic life of the Bond-financed assets.

Information Reporting. The County will confirm that the IRS Form 8038-G or other similar IRS form (“Form 8038-G”) is timely filed with respect to all Bond issues, including any required schedules and attachments. The Form 8038-G filed with the IRS, together with an acknowledgement copy (if available) or IRS Notice CP152, will be included as part of the closing transcript for each Bond issue, or kept in the records related to the appropriate issue of Bonds.

C. Application of Bond Proceeds.

Timely Expenditure of Bond Proceeds. At the time of issuance of Bonds (or any portion thereof) issued to fund original expenditures, the County must reasonably expect to spend at least 85% of all proceeds expected to be used to finance such expenditures (which proceeds would exclude proceeds in a reasonably required reserve fund) within three (3) years of issuance.¹ In addition, for such Bonds, the County must have incurred or expect to incur within six months after issuance original expenditures of not less than 5% of such amount of proceeds, and must expect to complete the Bond-financed project (the “Project”) and allocate Bond proceeds to costs with due diligence.² Satisfaction of these requirements allows project-related Bond proceeds to be invested at an unrestricted yield for three (3) years. Bonds issued to refinance outstanding obligations are subject to separate expenditure requirements, which shall be outlined in the Tax Certificate relating to such bonds. The County’s

¹ In the case of short-term working capital financings, such as tax and revenue anticipation notes, the County’s actual maximum cumulative cash flow deficit as of the close of the six-month period commencing on the issue date must be at least equal to 100% of the issue price of the notes (under the six-month rebate exception, excluding the reasonable working capital reserve) or 90% of the issue price of the notes (under the statutory safe harbor exception) in order for the notes to be exempt from the rebate requirements.

² These requirements do not apply to refinancings or short-term working capital financings, such as tax and revenue anticipation notes.

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finance staff will monitor the appropriate capital project accounts (and, to the extent applicable, working capital expenditures and/or refunding escrow accounts) and ensure that Bond proceeds are spent within the time period(s) required under federal tax law.

Capital Expenditures. In general, proceeds (including earnings on original sale proceeds) of Bonds issued to fund original expenditures, other than proceeds deposited in a reasonably required reserve fund or used to pay costs of issuance, should be spent on capital expenditures.³ For this purpose, capital expenditures generally mean costs to acquire, construct, or improve property (land, buildings, and equipment), or to adapt the property to a new or different use. The property financed or refinanced must have a useful life longer than one (1) year. Capital Expenditures include design and planning costs related to the Project, and include architectural, engineering, surveying, soil testing, environmental, and other similar costs incurred in the process of acquiring, constructing, improving, or adapting the property. Capital Expenditures do not include operating expenses of the Project or incidental or routine repair or maintenance of the Project, even if the repair or maintenance will have a useful life longer than one (1) year.

D. Use of Bond-Financed Assets.

Ownership and Use of Project. For the life of the Bond issue (including any refinancing thereof), the Project must be owned and operated by the County (or another state or local governmental entity). At all times while the Bond issue is outstanding, no more than 10% (or \$15,000,000, if less) of the Bond proceeds or the Project may be used, directly or indirectly, in a trade or business carried on by a person other than a state or local governmental unit (“Private Use”). Generally, Private Use consists of any contract or other arrangement, including leases, management contracts, operating agreements, guarantee contracts, take or pay contracts, output contracts, or research contracts, which provides for use by a person who is not a state or local government on a basis different than the general public. The Project may be used by any person or entity, including any person or entity carrying on any trade or business, if such use constitutes “General Public Use.” General Public Use is any arrangement providing for use that is available to the general public at either no charge or on the basis of rates that are generally applicable and uniformly applied.

Management or Operating Agreements. Any management, operation, or service contracts whereby a non-exempt entity is using assets financed or refinanced with Bond proceeds must relate to portions of the Project that fit within the above-mentioned 10% allowable Private Use or the contracts must meet the IRS safe harbor for management contracts. Any replacements of or changes to such

³ Proceeds of working capital financings, such as tax and revenue anticipation notes, need not be spent for capital expenditures.

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contracts should be reviewed by Bond Counsel. The County shall contact Bond Counsel if there may be a lease, sale, disposition, or other change in use of assets financed or refinanced with Bond proceeds.

Useful Life Limitation. The weighted average maturity of the Bond issue cannot exceed 120% of the weighted average economic life of the assets financed or refinanced with Bond proceeds. In other words, the weighted average economic life of the Project must be at least 80% of the weighted average maturity of the Bond issue (including any refinancing thereof).

E. Investment Restrictions; Arbitrage Yield Calculation; Rebate.

Investment Restrictions. Investment restrictions relating to Bond proceeds and other moneys relating to the Bonds are set forth in the Tax Certificate. The County’s finance staff will monitor the investment of Bond proceeds to ensure compliance with yield restriction rules.

Arbitrage Yield Calculation. Investment earnings on Bond proceeds should be tracked and monitored to comply with applicable yield restrictions and/or rebate requirements. The County is responsible for calculating (or causing the calculation of) rebate liability for each Bond issue, and for making any required rebate payments. Any funds of the County set aside or otherwise pledged or earmarked to pay debt service on Bonds should be analyzed to assure compliance with the tax law rules on arbitrage, invested sinking funds and pledged funds (including gifts or donations linked to the Bond-financed assets).

Rebate. The County will retain an arbitrage rebate consultant to perform rebate calculations that may be required to be made from time to time with respect to any Bond issue. The County is responsible for providing the arbitrage rebate consultant with requested documents and information on a prompt basis, reviewing applicable rebate reports and other calculations, and generally interacting with the arbitrage rebate consultant to ensure the timely preparation of rebate reports and payment of any rebate.

The reports and calculations provided by the arbitrage rebate consultant will assure compliance with rebate requirements, which require the County to make rebate payments, if any, no later than the fifth (5th) anniversary date and each fifth (5th) anniversary date thereafter through the final maturity or redemption date of a Bond issue. A final rebate payment must be made within sixty (60) days of the final maturity or redemption date of a Bond issue.

The County will confer and consult with the arbitrage rebate consultant to determine whether any rebate spending exception may be met. Rebate spending exceptions are available for periods of

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6 months, 18 months, and 2 years. The County will review the Tax Certificate and/or consult with the arbitrage rebate consultant or Bond Counsel for more details regarding the rebate spending exceptions.

In the case of short-term working capital financings, such as tax and revenue anticipation notes, if there is concern as to whether or not the County has met its requisite maximum cumulative cash flow deficit with respect to its short-term working capital notes, the services of a rebate analyst should be engaged to determine whether either the six-month spending exception or the statutory safe harbor exception to the rebate rules is met (in which case no rebate would be owed) or whether the proceeds of the notes are subject, in whole or in part, to rebate.

Copies of all arbitrage rebate reports, related return filings with the IRS (i.e., IRS Form 8038-T), copies of cancelled checks with respect to any rebate payments, and information statements must be retained as described below. The Responsible Official of the County described in Subsection A of this Policy will follow the procedures set forth in the Tax Certificate entered into with respect to any Bond issue that relate to compliance with the rebate requirements.

F. Record Retention.

Allocation of Bond Proceeds to Expenditures. The County shall allocate (spend) Bond proceeds to expenditures for assets, and shall trace and keep track of the use of Bond proceeds and property financed or refinanced therewith.

Copies of all relevant documents and records sufficient to support that the tax requirements relating to a Bond issue have been satisfied will be maintained by the County for the term of a Bond issue plus six (6) years (or, if longer, such other time period provided in the tax certificate related to an issue of Bonds), including the following documents and records:

- Bond closing transcript;
- All records of investments, arbitrage reports, returns filed with the IRS and underlying documents;
- Construction contracts, purchase orders, invoices, and payment records;
- Documents relating to costs reimbursed with Bond proceeds;
- All contracts and arrangements involving Private Use of the Bond-financed property;

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- All reports relating to the allocation of Bond proceeds and Private Use of Bond-financed property;
- Itemization of property financed with Bond proceeds; and
- In the case of short-term working capital financings, such as tax and revenue anticipation notes, information regarding the County’s revenue, expenditures, and available balances sufficient to support the County’s maximum cumulative cash flow deficit.
- Such records may be kept in any combination of paper or electronic form.

POST-ISSUANCE COMPLIANCE

A. In General. The County will conduct periodic reviews of compliance with these procedures to determine whether any violations have occurred so that such violations can be remedied through the “remedial action” regulations (Treas. Reg. Section 1.141-12) or the Voluntary Closing Agreement Program (VCAP) described in IRS Notice 2008-31 (or successor guidance). If any changes to the terms or provisions of a Bond issue are contemplated, the County will consult Bond Counsel. The County recognizes and acknowledges that such modifications could result in a “reissuance” for federal tax purposes (i.e., a deemed refunding) of the Bond issue and thereby jeopardize the tax-exempt status of interest on the Bonds after the modifications.

B. Private Use. The County will maintain records identifying the assets or portion of assets that are financed or refinanced with proceeds of a Bond issue, including the uses and the users (including terms of use and type of use) thereof. Such records may be kept in any combination of paper or electronic form. In the event the use of Bond proceeds or assets financed or refinanced with Bond proceeds is different from the covenants, representations, or factual statements in the Tax Certificate, the County will promptly contact and consult with Bond Counsel to ensure that there is no adverse effect on the tax-exempt status of the Bond issue and, where appropriate, will remedy any violations through the “remedial action” regulations (Treas. Reg. Section 1.141-12), the Voluntary Closing Agreement Program (VCAP) described in IRS Notice 2008-31 (or successor guidance), or as otherwise prescribed by Bond Counsel.

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COMPLIANCE WITH LAWS

The Administrative Fiscal Chief of the County is delegated the authority to modify this policy if the modification is required to comply with changes in law including, but not limited to applicable IRS regulations or guidance.

RESPONSIBLE DEPARTMENTS

County Executive Officer
County Counsel
Auditor-Controller
Department of Public Works
Treasurer-Tax Collector

REFERENCES

BOS Policy Resolution No. 2014-06--10/14/14 (Renumbered from 2-302 to 2-502)
Administrative Update--7/13/2012
BOS Policy Resolution No. 2012-04--2/28/12
Internal Revenue Code §§141 through 150

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PURPOSES

1. To provide timely and thorough management of claims related to civil causes of action and workers’ compensation;
2. To provide timely legal representation of the County and its officers and employees in civil and administrative proceedings;
3. To minimize County losses;
4. To maintain close staff communication and cooperation to insure the best representation for the County; and
5. To clarify staff roles and responsibilities for administering claims and representing the County and its officers and employees in civil and administrative actions.

PROCEDURES

1. Acceptance of Service of Process

a. Service on the County.

From time to time, a lawsuit seeking damages or an injunction is brought against the County and/or against one or more County officers or employees. Claims or suits which are being served on the County as a defendant, including the presentation of an amendment to a claim, an application for leave to file a late claim, or a petition to excuse claim filing, shall ordinarily be accepted only by the Clerk of the Board of Supervisors or his or her deputy. However, the County Counsel may accept service of process of suits against the County, or County officers or employees, upon determining that doing so would be in the County’s best interests. No other officer or employee is authorized to accept service on behalf of the County.

b. Service on a County Officer or Employee.

A lawsuit might be served on an officer or employee by “personal service” (handing the paperwork to the individual) or by “substitute service” (leaving a copy of the summons and complaint during usual working hours at the defendant’s office with a person who is apparently in charge of the office, followed by mailing a copy of the documents to the same office). Any officer or employee who is served with a petition

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or complaint related to acts or omissions within the course and scope of County employment shall immediately note on the document his or her name and the date of service and shall telephone County Counsel to advise of the service. The document shall be delivered to the County Counsel's office within 24 hours of service.

c. Mailed Service.

Any officer or employee who receives any petition or complaint through the mail shall immediately note on the document his or her name and the date of receipt and shall telephone County Counsel to advise of receipt of the document. The document shall be delivered to the County Counsel's office within 24 hours of receipt.

The officer or employee shall **not** sign or return an acknowledgment of receipt for any legal document. An officer or employee who receives a claim by mail shall immediately forward the claim to the Clerk of the Board.

2. Handling of Claims

a. With regard to claims filed pursuant to the Tort Claims Act (Government Code Sections 810 et. seq.), amendments to such claims, or applications for leave to file a late claim, the Clerk of the Board of Supervisors shall:

- (1) Note on the document the date, time, and by whom received;
- (2) Insert a copy of the document into the Clerk's public access file; and
- (3) Forward copies of the document to Risk Management and County Counsel.

b. A copy of any claim received directly by Risk Management shall be forwarded to the Clerk of the Board for the Clerk's public access file.

c. All claims, amendments to claims, and applications for leave to file a late claim received by Risk Management shall be reviewed with an attorney from the County Counsel's office and, when appropriate, the Public Works Director or other county staff. This review shall take place whenever necessary, but no less frequently than once each month. A copy of any claim which the Risk Manager determines may present a substantial risk of liability exposure to the County in excess of \$50,000 shall be forwarded to and reviewed with County Counsel within 24 hours after that determination is made.

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- d. Risk Management may send to the claimant notice of rejection or denial of the claim, amendment to a claim, or an application for leave to file a late claim, as appropriate.
- e. The Risk Manager may, by written contract, retain investigators where necessary to investigate incidents which, in the Risk Manager’s opinion, pose a substantial risk of loss to the County.
- f. Upon the request or concurrence of the Risk Manager, and, upon authorization or ratification by the Board of Supervisors, County Council may retain outside counsel at the claim stage for cases which County Counsel determines pose a significant risk of legal exposure. A copy of each contract for legal services will be provided to the Risk Manager. Outside counsel will confer with both the Risk Manager and County Counsel as to the status of those matters and as to any settlement offers or proposals.
- g. The Risk Manager shall promptly review and process any billing statements for legal or related services received from County Counsel and notify County Counsel and the County Administrative Office of any funding problems or potential reserves transfers.
- h. The Risk Manager shall monitor all claims and place Public Risk Innovation, Solutions, and Management (also known as PRISM, or PRISM Risk) on notice of each claim in accordance with their reporting guidelines.

3. Handling of Other Legal Documents

- a. With regard to petitions to excuse claim filing, civil summonses, and civil or administrative complaints or petitions, the Clerk of the Board shall:
 - (1) Note on the document the date, time, and by whom received;
 - (2) Immediately notify County Counsel by telephone of receipt of the document;
 - (3) Cause the document to be hand-delivered to or picked up by County Counsel within 24 hours of service or receipt; and
 - (4) Forward a copy of the document to Risk Management within 24 hours of service or receipt.

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- b. The Clerk of the Board shall forward any documents related to workers' compensation matters to Risk Management upon receipt.
- c. With regard to any suit served upon County Counsel, copies of the summons and complaint shall be forwarded to the Clerk of the Board and Risk Management within 24 hours of receipt.
- d. County Counsel shall determine which civil or administrative cases are to be handled by County Counsel staff attorneys and which should be referred to outside counsel upon Board approval. If the County does not have a legal services contract with the attorney or firm to which the case is assigned, County Counsel shall promptly prepare a contract for the Board's consideration.
- e. County Counsel may retain necessary investigators and experts and shall authorize payment of all litigation-related costs. County Counsel shall consult with the Risk Manager regarding the retention and estimated cost of investigators and experts.
- f. County Counsel shall promptly advise the Board of Supervisors of any civil legal/administrative proceeding which may pose a substantial risk of loss to the County.
- g. County Counsel shall provide litigation oversight on all cases with the exception of workers' compensation cases, for which Risk Management shall provide oversight. Risk Management shall provide status reports regarding workers' compensation cases to County Counsel as County Counsel may request. Risk Management shall immediately provide notification to County Counsel of any workers' compensation case filed by a County department head or in which the claimant alleges that a personnel action or an internal affairs investigation resulted in compensable stress to the claimant. Similar notification will be given to the claimant's appointing authority.
- h. County Counsel shall immediately forward to Risk Management all original billings received from outside counsel and other service providers for litigation-related expenses. The Risk Manager shall promptly review and process all billing statements.
- i. County Counsel shall provide to Risk Management copies of all status reports written by County Counsel staff attorneys or outside counsel which relate to the County's liability or the value of cases being handled by County Counsel or outside counsel to allow Risk Management to adequately advise PRISM.

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SETTLEMENT AUTHORITY

The Risk Manager shall manage and oversee all outstanding workers’ compensation claims and cases and is authorized to settle those claims and cases for up to \$50,000 and to pay all necessary medical and rehabilitation expenses, investigative and adjusting costs, and witness and attorneys’ fees (see Policy 3-110). The Risk Manager may also settle Tort Claims Act claims up to \$50,000.

The County Counsel shall represent the County and its officers and employees in civil actions, other than workers’ compensation cases, and shall manage and oversee those cases for which outside counsel has been retained. County Counsel is authorized to settle civil cases for up to \$50,000.

In addition, the County Executive Officer is authorized to deny, allow, compromise, or settle claims or suits against the County, its officers, or employees for up to \$50,000.

The County Auditor shall issue warrants on those claims allowed, compromised, or settled by the Risk Manager, County Counsel, or County Executive Officer. Warrants shall be issued and released within two days of the Auditor’s receipt of a written request for the warrant if the request is marked “Priority.”

REPORTS TO BOARD OF SUPERVISORS

Cases which in the judgment of County Counsel or the Risk Manager should be brought to the Board of Supervisors’ attention shall be reported to the Board at a closed session held at the next available regularly scheduled board meeting.

As to all pending claims and suits where the potential exposure exceeds \$50,000, Risk Management and County Counsel will provide confidential status reports to the Board of Supervisors on an annual basis, or more frequently if appropriate.

The status reports for civil actions and workers’ compensation cases will be presented in a format approved by the Board.

RESPONSIBLE DEPARTMENTS

- Clerk of the Board
- County Counsel
- Support Services -- Risk Management

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REFERENCES

- BOS Policy Resolution No. 2020-044 (Amended)
- BOS Policy Resolution No. 2014-03 (Amended)
- Administrative Update--07/13/2012
- BOS Policy Resolution No. 2008-02--3/4/08 (Renumbered to 3-100 from 1-400; amended)
- BOS Policy Resolution No. 2004-4--7/27/04 (Amended)
- BOS Policy Resolution No. 2001-10--8/14/01 (Amended)
- BOS Policy Resolution No. 95-4--3/14/95 (Amended)
- BOS Policy Resolution No. 94-3--5/3/94 (Amended)
- BOS Policy Resolution No. 93-5--6/1/93 (Amended)
- BOS Policy Resolution No. 92-1--1/28/92
- BOS Policy No. 3-110

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PURPOSE

To specify the authority and responsibility of the Risk Management Program to control, wherever possible, fortuitous loss of County assets and resources.

BACKGROUND

In 1978, Shasta County assumed a self-funded retention for Workers' Compensation and General Liability and purchased excess insurance above the retention levels from the CSAC-Excess Insurance Authority. The administration of these self-funded programs, as well as purchased insurance programs, were assigned to Risk Management. In 2020, CSAC-Excess Insurance Authority changed its name to Public Risk Innovation, Solutions, and Management (also known as PRISM, or PRISM Risk).

By Policy Resolution No. 2007-10, the Board of Supervisors established an 80 percent confidence level for reserves in the Workers' Compensation and General Liability Programs.

DEFINITIONS

1. Broker - A solicitor of insurance who represents the buyer of coverage and places orders for coverage designated by the buyer with companies of the buyer's choosing.
2. PRISM - , a joint powers authority implemented to gain mass-purchase and self-insurance advantages in the insurance marketplace for the benefit of the participating counties and public agencies.
3. Excess Insurance - As commonly used, an amount of insurance in excess of a self-funded retained limit of the insured--in this case, the County. The term also applies to standard insurance coverage provided by an insurer that is non-admitted to the State. Non-admitted insurers may insure in any state by paying the state premium tax on a policy-by-policy basis and posting a guarantee bond that they will comply with state statutes.
4. General Liability - A broad coverage to the County against tort liability claims filed by persons for an alleged loss based on a specific cause.
5. Risk Management - A process to minimize the adverse effects of the risk of a loss by risk identification, risk elimination, risk reduction, risk transfer, implementation of risk treatment, and monitoring or evaluating the treated risk.
6. Risk Manager - Director of Support Services or designee.

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7. Self-Funded - A system whereby moneys are set aside to provide loss payments for specific perils identified by the County as economically advantageous to the County to assume in lieu of the cost of a formal insurance program.
8. Self-Funded Retention - Commonly referred to as self-insured retention (SIR). A system whereby moneys are set aside to provide loss payments up to a specific amount, all loss amounts above the specified amount being covered by a formal insurance coverage. Analogous to a deductible.
9. Self-Insured - See "self-funded."
10. Workers' Compensation - Provides coverage to workers for injury or death arising from an accident within the course and scope of their employment (AOE/COE) as provided by state law.

POLICY/PROCEDURE

1. Objective

The objective of Risk Management is to minimize the adverse effects of loss or the chance of loss to the assets and resources of Shasta County. This objective shall be met by one or more of the following:

- a. Identification of loss or chance of loss;
- b. Elimination of risk of loss where possible;
- c. Reduction of the risk of loss to acceptable levels; and
- d. Assignment of the risk of loss through:
 - (1) contract,
 - (2) the purchase of insurance, or
 - (3) retention of the risk by County where the County can prudently assume the fiscal responsibility of such a loss.

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2. Evaluation of and Limiting Loss Exposure

Risk Management shall aid and assist all County departments and program managers in identifying and analyzing loss exposures and evaluating alternative activities, processes, contract language, the purchase of insurance by a contractor, or other programs and financial mechanisms which would minimize the chance of loss to the County.

Risk Management shall review all contracts for services and leases to assure, where possible, that no unnecessary risks are assumed by the County or that the risk of loss is appropriately transferred. This shall include but not be limited to the requirements outlined in Administrative Manual Policy [6-101](#), Shasta County Contracts Manual (Chapter 7.0, Insurance and Indemnity Provisions For All Contracts).

3. Purchase of Insurance

a. General Requirements

The Risk Manager shall review the needs and availability of insurance for the County. The Risk Manager is authorized to purchase insurance and retain all insurance records (including, but not limited to, property, boiler, miscellaneous liability, tenant-user, special event, inland marine, and bonds as required) for Shasta County. The Risk Manager will:

- (1) Assure that all insurance policies are uniform and consistent with other policies that may be in place and minimize duplication in coverage;
- (2) Determine if the purchased insurance is an appropriate transfer of risk at a cost advantageous to the County;
- (3) Purchase insurance with limits equal to the maximum foreseeable loss when such insurance is available and it is fiscally advantageous to the County;
- (4) Audit all premium billings and make payment from the appropriate Risk Management fund;
- (5) Allocate all premiums, cost of losses, and other associated costs to the appropriate budget units;

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- (6) Obtain Board of Supervisors approval for increases in Self-Insured Retention (SIR) levels or changes in any coverage program that is new to the County or will have a significant impact on the amount of coverage and/or premium paid; and
- (7) Retain and secure all insurance policies, bonds, and records, making such available for review as may be required.

For risks insured under any policies paid for by the County, the Risk Manager is authorized to file claims against such insurers to recover damages covered by such policies. The Risk Manager is further authorized to pay any deductible amounts under such policies for the affected department, where applicable, in accordance with Administrative Policy [3-105](#), Self-Insurance Deductibles, or any other subsequent policy.

b. Available PRISM Coverage

The Risk Manager shall, whenever possible, purchase insurance through PRISM and its broker when such purchase is fiscally advantageous to the County.

c. PRISM Coverage Not Available

If an insurance program is not provided by PRISM and its broker, the Risk Manager will undertake the following competitive selection process for the Board of Supervisors to appoint a Broker of Record who can provide the insurance coverages sought.

- (1) Brokers will be surveyed to determine if they are willing to provide the needed services and coverages.
- (2) Invitations for proposal will be forwarded to those surveyed who can provide the needed services and coverages as well as a list of insurance markets they have available to them.
- (3) Proposals will be submitted to the County for their services without approaching the insurance marketplace.

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- (4) Proposals will then be evaluated based on quality and cost of service and on oral interviews, and service for cost.
- (5) Insurance specifications will then be provided to the brokers, and insurance markets they are to approach will be assigned.
- (6) Premium and coverage quotations will then be evaluated.
- (7) A Broker of Record for the insurance program will be recommended to the Board of Supervisors, as well as the coverage program sought.

In the event that the time it would take to place coverage through the above process would create a risk detrimental to the County, the Risk Manager, with the approval of the County Executive Officer, shall purchase the preferred insurance from any source determined to be in the best interest of the County.

Further, in the event the selected broker does not provide the needed services satisfactorily or the coverages provided by the broker become available through PRISM, the Risk Manager, with the concurrence of the County Executive Officer, is authorized to terminate the Broker of Record and purchase the insurance from any source, including PRISM, determined to be in the best interest of the County.

Selection of coverage by the Risk Manager will be based on cost, quality of service, and coverage.

4. Self Insurance--Auto Liability, General Liability, Errors and Omissions, Medical Malpractice

The Board of Supervisors has authorized the Risk Manager to purchase PRISM excess coverage for automobile liability, general liability, errors and omissions, and medical malpractice and to self-fund the retained limits. The Risk Manager, as delegated in accordance with Section 31000.8 of the California Government Code, is responsible for the administration of automobile liability, general liability, errors and omissions, and medical malpractice, which includes but is not limited to:

- a. Investigating and adjusting of all claims and bringing them to a conclusion;
- b. Working cooperatively with department heads to resolve issues within the department attributable to any claim to bring the matter to a satisfactory closure;

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- c. Seeking all legal means to recover moneys paid by the County for injury or property damage that are the result of negligent acts of third parties;
- d. Responding to all claims filed pursuant to the Tort Claims Act (Government Code §§910 et seq.) with the Clerk of the Board of Supervisors. Procedures for handling claims and litigation involving Shasta County and its officers, agents, and employees shall be in accordance with Administrative Policy [3-100](#), Procedures for Handling Claims and Litigation Involving Shasta County and its Officers, Agents, and Employees; and
- e. Allowing, compromising, or settling any claim or suit within the \$50,000 Risk Manager's authority as specified in Administrative Policy [3-100](#), Procedures for Handling Claims and Litigation Involving Shasta County and its Officers, Agents, and Employees.

5. Self-Insurance--Workers' Compensation

The Board of Supervisors has authorized the Risk Manager to purchase PRISM excess coverage for workers' compensation and to self-insure the retained limits. The Risk Manager, as delegated in accordance with Section 31000.8 of the California Government Code and in accordance with the California Labor Code, shall be responsible for the efficient management of the County's self-insured Workers' Compensation Program. The Risk Manager is authorized to:

- a. Receive all initial reports of work-related illnesses or accidents;
- b. Investigate each claim;
- c. Deny any claim that is not job related;
- d. Monitor each claim for appropriate medical treatment of the employee;
- e. Pay all benefits and obligations for medical aid, loss of earnings, rehabilitation, judicial awards (Compromise and Release, Stipulations and Awards), and other related costs in accordance with established County policy and the State of California Labor Code;
- f. Assign all claims within the scope of workers' compensation to appropriately experienced legal counsel where it is believed to be in the best interest to preserve the resources of the County;

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- g. Work cooperatively with department heads to resolve issues within the department attributable to any claim to bring the matter to a satisfactory closure;
- h. Allow, compromise, or settle any claim or suit within the \$50,000 Risk Manager's authority as specified in Administrative Policy [3-100](#), Procedures for Handling Claims and Litigation Involving Shasta County and its Officers, Agents, and Employees; and
- i. Seek, by all legal means, the recovery of all payments made by the County as workers' compensation benefits that are the result of willful or negligent acts of third parties.

6. Loss and Claim Adjusting and Settlement

The Board of Supervisors has authorized the Risk Manager to self-insure or purchase insurance where it is economically to the advantage of the County. The Risk Manager, as delegated in accordance with Section 31000.8 of the California Government Code, is responsible for rendering investigation, administration, and claims adjusting services to public liability and real or personal property loss claims against the County, which includes but is not limited to:

- a. Investigating the loss of County property and claims against the County, adjusting damages, and bringing them to a conclusion;
- b. Working cooperatively with department heads and legal counsel to resolve issues within the departments attributable to a loss to bring the matter to satisfactory closure;
- c. Seeking all legal means to recover moneys paid by the County for property damaged as a result of negligent acts of third parties.

7. Miscellaneous Insurance and Bonds

The Board of Supervisors has authorized the Risk Manager to purchase miscellaneous insurance coverage, including (but not limited to) assets and exposures to the County's buildings, contents, and equipment; airports; special districts; crime and employee blanket bonds; public officials bond; and other miscellaneous bonds that may be required for the county to perform its legal obligations. The Risk Manager, as delegated in accordance with Section 31000.8 of the California Government Code, is responsible for the administration of such programs, which includes but is not limited to:

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- a. Investigating all losses;
- b. Filing the necessary claims and proofs of loss with the appropriate insurance carrier;
- c. Working with department heads and legal counsel to resolve issues within the department attributable to the loss; and
- d. Seeking all legal means to recover from the insurer or bonding company all monies owed under the policy agreement.

8. Benefits - Medical, Dental, Life, Accidental Death & Dismemberment, Vision, and Disability Income Insurance and Other Miscellaneous Coverages

The Risk Manager shall review the needs and availability of all insurance coverage or health plans which the Board of Supervisors has authorized as employee benefits for County employees and their dependents. The purchase of those benefit programs shall be the responsibility of the Risk Manager (except for any PERS-provided program in which the County participates). These benefit programs shall be made available to County employees only upon specific approval of the Board of Supervisors. The Risk Manager is authorized to:

- a. Negotiate with brokers, with PRISM or its broker, or with insurers for coverages;
- b. Purchase available insurance on a cost, benefit, and competitive basis;
- c. Administer coverage programs that are put in place;
- d. File for and/or assist employee beneficiaries to receive benefits accrued them from coverage in place to which they have subscribed; and
- e. Audit premium billing and make payments from the appropriate Risk Management fund.

9. Safety and Loss Control

On July 1, 1991, the Board of Supervisors adopted the Shasta County Injury and Illness Prevention Plan to comply with Labor Code Section 6401.7 and California Code of Regulation, Title 8, Sections 1509(2) and 3203.

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The Injury and Illness Prevention Plan, which is maintained by Risk Management, emphasizes the reduction, modification, or elimination of conditions and practices that may cause loss. Each Department Head shall be responsible to see that his/her operations conform to Federal, State, and County safety standards. Each Department Head shall be responsible for all County property in his or her charge (buildings, contents, equipment, vehicles, etc.) and shall exercise all reasonable care to protect such from any and all exposure to loss.

Risk Management will be responsible for oversight and coordination of the Workplace Safety Program. The Program includes a designated Safety Coordinator in each department, and a plan to meet the specific safety standards required of each department. Risk Management will provide training, consultation, and assistance for departments in order to comply with the requirements of the Workplace Safety Plan. In order to consistently apply the required safety standards and avoid state and federally imposed fines and penalties, departments should contact Risk Management immediately in the event that an OSHA or CalOSHA complaint is received or an inspector arrives at the worksite. Risk Management will assist by taking the lead in the inspection process and complaint response.

RESPONSIBLE DEPARTMENTS

Support Services -- Risk Management

REFERENCES

Board Policy Resolution No. 2020-044 (Amended)
 Administrative Update--07/13/2012
 Board Policy Resolution No. 2008-02--3/4/08 (Amended)
 Board Policy Resolution No. 2003-3--11/25/03 (Amended)
 Board Policy Resolution No. 2001-14--8/14/01 (Amended)
 Board Policy Resolution No. 98-6--12/19/98 (Amended)
 Board Policy Resolution No. 96-5--7/2/96

COUNTY OF SHASTA		Number
ADMINISTRATIVE MANUAL		3-105
SECTION:	Risk Management	Self-Insurance Deductibles
INITIAL ISSUE DATE:	February 13, 1990	
LATEST REVISION DATE:	July 13, 2012	
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PURPOSE

To set forth the deductible amounts for certain claims covered by the County's self-insurance program.

BACKGROUND

As with other insurance programs, the County must charge concerned County departments a deductible amount in order to maintain a viable program.

The County instituted its self-insurance program in July 1978. Initially, the Risk Management Department provided "first dollar" coverage. Effective May 20, 1981, the involved County departments became responsible for a deductible amount involving certain claims.

POLICY

The concerned departments are responsible for the first \$500 of any loss involving physical damage to county vehicles, equipment, and boats per Administrative Board Policy 3-101.

For insurance which is purchased for specific risk categories; i.e., fire, theft, boiler insurance, etc., the maximum deductible charged to any department in connection with damage or loss of County property shall not exceed the deductible specified in the applicable insurance policy per loss.

RESPONSIBLE DEPARTMENTS

Support Services - Risk Management

REFERENCES

- Administrative Update--07/13/2012
- BOS Policy Resolution No. 2005-6--8/02/05 (Amended)
- BOS Policy Resolution No. 2001-15--8/14/01 (Amended)
- BOS Policy Resolution No. 92-6--8/18/92 (Amended)
- Resolution No. 89-18--2/21/89 (Valid)
- Risk Management Policy No. 8-2--5/20/81 (Superseded)

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SECTION:	Risk Management	Reporting of Work-Related Injury/Illness Claims
INITIAL ISSUE DATE:	February 13, 1990	
LATEST REVISION DATE:	April 11, 2023	
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PURPOSE

To set forth the policy and procedure for the reporting of work-related injury/illness claims.

BACKGROUND

The prompt, accurate, and thorough reporting of work-related injury/illness claims is critical to assure their proper handling. California law requires the reporting of all work-related injuries/illnesses. The proper reporting of claims is necessary to minimize the cost and severity of injuries/illnesses.

POLICY/PROCEDURE

1. All work-related injuries and illnesses will be reported by employees to their supervisors. Forms provided to the department by Risk Management will be given to the injured worker. The injured worker may complete the form and return it to his or her supervisor;
2. Accidents alleged to have occurred on the job will be evaluated by the supervisor to determine the cause(s) and to establish steps or processes to take place which will prevent similar accidents from taking place in the future;
3. All employees who suffer work-related injuries or illnesses will be offered medical treatment from their designated treating physician or the County's approved occupational medical provider. Supervisors shall phone Risk Management to report any injury/illness requiring treatment or when the employee has completed and returned the claim form;
4. At the end of every pay period, the department Payroll Clerk will report any lost work days incurred by employees who have suffered work-related injuries/illnesses, and this report will be sent to Risk Management on the Lost Time Report;
5. All employee injury/illness reports will be reviewed monthly by the department head or his assistant to identify management changes necessary to minimize accidents and injuries.

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RESPONSIBLE DEPARTMENTS

Support Services -- Risk Management

REFERENCES

- BOS Policy Resolution No. 2023-01--04/11/23 (Amended)
- BOS Resolution No. 2020-044--05/12/2020 (Amended)
- Administrative Update--07/13/2012
- BOS Policy Resolution No. 2008-02--3/4/08 (Amended)
- BOS Policy Resolution No. 2001-10--8/14/01 (Amended)
- BOS Policy Resolution No. 96-6--8/6/96 (Amended)
- BOS Policy Resolution No. 95-4--3/14/95 (Amended)
- BOS Policy Resolution No. 94-3--5/3/94 (Amended)
- BOS Policy Resolution No. 23--4/21/81 (Valid)

COUNTY OF SHASTA		Number
ADMINISTRATIVE MANUAL		3-120
SECTION:	Risk Management	Personal Property Reimbursement Policy
INITIAL ISSUE DATE:	February 13, 1990	
LATEST REVISION DATE:	July 13, 2012	
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PURPOSE

Because of the complicated rules governing personal property reimbursement, it is necessary to outline the policies, procedures and payments, which may be received by an employee when items are lost or damaged in the line of duty.

BACKGROUND

The following policy and procedure is in accordance with section 53240 of the Government Code and County Personnel Manual.

POLICY

In accordance with Section 53240 of the Government Code, the County of Shasta shall provide payment of the costs of replacing or repairing property or prostheses of an employee, such as eyeglasses, hearing aids, dentures, watches, or articles of clothing necessarily worn, used, or carried by the employee when such items are lost or damaged in the line of duty without fault or negligence of the employee, subject to the following conditions:

1. Claims must be submitted in writing to Risk Management within thirty (30) calendar days of the loss or the employee's knowledge of the loss in order to be considered.
2. No claim under twenty dollars (\$20.00) per incident shall be considered.
3. The County shall not provide reimbursement for damage to an employee's private vehicle used on County business. Reimbursement for the use of an employee's private vehicle on County business is provided for in the County's mileage/reimbursement ordinance, which includes maintenance, repair, and insurance costs.
4. Claims based on cash losses or losses due to stolen credit cards shall not be considered.
5. No reimbursement shall be granted for decorative or jewelry items.
6. No reimbursement shall be granted for normal wear or depreciation of property, tools, or equipment.

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7. No reimbursement shall be granted for losses fully covered by some other source, allowance, insurance policy, or agency.
8. Except where stated elsewhere in this policy, the maximum amount of reimbursement for replacement or repair for loss or damage will be four hundred dollars (\$400.00) per incident and at the depreciated value when depreciation can be determined. This does not apply to trades or crafts tools.
9. Reimbursement only for catastrophic loss by fire, explosion, flood, or theft (theft where there is visible evidence of forced entry) of trades or crafts tools required or customarily used in work will be of like kind or quality without depreciation and shall be limited to those items which appear on a written inventory of tools on file with the appointing authority. A catastrophic loss shall mean a loss in excess of two hundred dollars (\$200.00).

If stolen tools are recovered in an undamaged condition and replacement tools have been obtained, the employee shall return to the County the duplicate replacement tools.

10. Reimbursement for personal prostheses, such as hearing aids or corrective lenses, will be replacement cost of like kind and quality for such items damaged beyond repair or the repair cost of such items that are repairable. The amount of reimbursement shall not include the cost of fittings or examinations. As to corrective lenses and frames, the employee is to first seek the benefits available through the vision plan. Risk Management will then reimburse the employee the deductible amount and any documented difference of like kind and quality of damaged material and that provided by the vision plan. If the vision benefits have been exhausted, Risk Management will pay the employee the documented value of like kind of quality frames and lenses lost. Damaged items shall be submitted to Risk Management for determination if such items are to be repaired or replaced.
11. Reimbursement for damaged or lost watches shall be limited to the functional value of the watch, not to exceed seventy-five dollars (\$75.00). A ten-dollar (\$10.00) deductible shall be applied to the value of the watch.
12. The Risk Manager will review all claims and supporting documentation and evidence. Upon the Risk Manager's satisfaction of the evidence presented, the claim will be approved or denied. All documentation and evidence becomes the property of Shasta County. Damaged articles for which reimbursement is granted by the Risk Manager

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become the property of Shasta County and will be disposed of by the Risk Manager as salvage. Damaged articles where no reimbursement is granted will be returned to the owner upon his/her reclamation of said article within thirty (30) days of claim denial.

13. The employee must prove that the article was damaged or destroyed by presenting to the Risk Manager satisfactory evidence of loss, such as the damaged article or a photograph of it or witnesses' written statements. The employee must also prove the value of the article by means of a purchase receipt, advertisements for the sale of similar or identical items, or a written estimate by the seller or manufacturer of the article. Failure of the employee to submit documentation, evidence, or the damaged article to the satisfaction of the Risk Manager within 30 days of submitting a claim is basis for denial without further action.
14. The amount of reimbursement for damaged articles of clothing will be determined by the following tables based on the comparable replacement cost, the age, the life expectancy, and the condition of the damaged article, subject to a maximum reimbursement amount of seventy-five dollars (\$75.00) per article, not to exceed two hundred fifty dollars (\$250.00) per incident

PROCEDURE

1. Employee completes Personal Property Claim Form and submits all copies, along with supporting documentation and such other evidence, including the damaged article, to the Risk Manager.
2. Risk Manager approves or denies the claim upon his satisfaction of the evidence presented.
3. Risk Manager determines the amount of reimbursement to be paid, if any.
4. Risk Manager forwards all copies of claim to concerned parties.
5. Auditor-Controller pays claim, if appropriate.

All documentation and/or evidence become the property of Shasta County. Where reimbursement is granted, damaged articles become the property of Shasta County and will be disposed of as salvage. Where no reimbursement is granted, damaged articles

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will be returned to the owner if reclaimed within thirty (30) days of claim denial. Items will be disposed of if not reclaimed.

STEP-BY-STEP USE OF TABLES

1. Determine the cost of replacing the article. "Replacement cost" is the cost of acquiring a new article of like kind and quality. The original cost is not taken into account except as may be necessary as a guide for establishing quality.
2. Determine the actual age of the article in months.
3. Determine the actual condition of the article.

Excellent condition--having the appearance of an exceptionally well-cared-for article, which belies its age.

Average condition--having an appearance expected of an article, which has had reasonable use considering its age.

Poor condition--having the appearance of extensive use but not of abuse. Evidence of repairs, the presence of well-worn areas and permanent discoloration, provided they do not destroy the usefulness of the article, are considered to be signs of poor condition.

4. From Table I, select the life expectancy rating of the article.
5. Refer to the column in Table II at the top of which is shown the life expectancy rating selected in Step 4. Read down in this column to the box showing the actual age and across to the reimbursement value.
6. In Table II, select the box under reimbursement values, which applies according to the condition of the article.
7. Multiply the percent figure given in Table II by the replacement cost figure determined in Step 1. This will be the reimbursement value.

a. Example 1

Man's slacks. Replacement cost = \$30.00; life expectancy = 4 years; actual age = 24 months; condition is average. Reimbursement value = 60 percent or \$18.00.

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b. Example 2

Lady's dress. Replacement cost = \$50.00; life expectancy = 5 years; actual age = 14 months; condition is excellent. Reimbursement value = 75% or \$37.50.

TABLE I.

LIFE EXPECTANCY RATES

MEN'S WEAR		WOMEN'S WEAR	
Item	Rate (Years)	Item	Rate (Years)
Coats and Jackets	4	Blouses	3
Leather and Suede	5		
Hats	2	Coats and Jackets	4
		Leather and Suede	5
Neckties	2	Dresses	5
Rainwear		Rainwear	
Plastic	2	Plastic	2
Fabric	4	Fabric	4
Shoes	3	Shoes	2
Shirts	3	Shirts	5
Slacks	4	Slacks	3
Sport Coats	5	Suits	5
Suits	4	Sweaters	4
Underwear	2	Underwear	
		Slips	2
Work Clothes	3	Foundation Garments	1
		Panties	1

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TABLE II.

CALCULATION OF CLAIMS REIMBURSEMENT VALUES

Life Expectancy Rating of Article					Percent of Replacement Cost		
1 Year	2 Years	3 Years	4 Years	5 Years	Exc.	Avg.	Poor
Age of Article in Months							
0-4	0-4	0-4	0-4	0-4	100	100	100
4-7	4-7	4-10	4-13	4-16	75	75	60
7-9	7-13	10-19	13-25	16-31	70	60	45
9-11	13-19	19-28	25-37	31-46	50	40	30
11-13	19-25	28-37	37-49	49-61	30	20	15
13+	25+	37+	49+	61+	20	15	10

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COUNTY OF SHASTA
Personal Property Claim

Risk Mgmt. File # _____

1. Employee Name: _____ Title: _____
Mailing Address: _____ Department: _____
_____ Budget Unit: _____
Today's Date: _____ Date of Loss: _____
Daytime Phone #: _____
2. Description of Damaged or Lost Item(s) _____

3. Description of Incident and Damage _____

4. Purchase Date & Cost (please attach receipts): _____
5. Replacement/Repair Cost Request (attach receipts or estimates if available): _____

I certify that the information provided is correct and that the loss claimed is not covered by any other source, allowance, insurance policy, or agency.

Claimant Signature Date

PLEASE FORWARD ALL COPIES TO RISK MANAGEMENT

This Section for Risk Management Use

1. Is the Personal Property claimed a necessary item for the conduct of County business?
Yes No
 2. Was the property damaged, destroyed, or lost in the line of duty without fault of the employee?
Yes No
- If not, please state why: _____

Approved in the amount of \$ _____ Denied
Reason: _____

Risk Manager Signature Date

Original: Risk Manager
Yellow Copy: Department
Pink Copy: Employee
Blue Copy: Auditor Controller

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RESPONSIBLE DEPARTMENTS

Support Services -- Risk Management

REFERENCES

Administrative Update--07/13/2012
 BOS Policy Resolution No. 2008-02--03/04/08 (Amended)
 BOS Policy Resolution No. 2001-10--8/14/01 (Amended)
 BOS Policy Resolution No. 96-6--8/6/96 (Amended)
 Amended--10/2/90
 Board Policy Resolution No. 8-6--3/18/86 (Valid)
 Government Code Section 53240
 County Personnel Manual

COUNTY OF SHASTA		Number
ADMINISTRATIVE MANUAL		3-125
SECTION:	Risk Management	Workers' Compensation Designated Treating Physician
INITIAL ISSUE DATE:	February 13, 1990	
LATEST REVISION DATE:	April 11, 2023	
PAGE NO:	Page 1 of 3	

PURPOSE

To set forth the designation of a treating physician for job-related injuries or illnesses to comply with California Labor Code Section 4600.

BACKGROUND

Under California Labor Code Section 4600, an employer can assume medical control of an employee's on-the-job injury or illness for the first 30 days.

On March 3, 1987, upon direction of the Board of Supervisors, Risk Management assumed medical control of all on-the-job injuries/illnesses for the first 30 days as permissible under Labor Code Section 4600. Pursuant to Board order, all employees have the right to select their treating physician prior to an injury/illness.

The County's designated occupational medical facilities provide care for industrial injuries. They have full knowledge of the Workers' Compensation reporting requirements. They are responsive to the employer of an injured employee. Medically, if the injury/illness requires specialized treatment, they refer the patient for immediate care.

Employees who require treatment for an industrial injury/illness and who have not filed a "Personal Physician Statement" with Risk Management designating their personal physician **prior to an industrial injury/illness** are directed to seek medical care from the closest County designated occupational medical facility listed in the workers' compensation chapter of the County's Injury and Illness Prevention Program (IIPP).

POLICY

1. In accordance with California Labor Code §4600, Shasta County assumes medical control by designating physicians to treat injured employees for the initial 30 days following any job-related injury or illness. After 30 days, the employee may choose his or her own treating physician or chiropractor.

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2. Any employee who has on file with the Risk Management Division, **prior to an injury**, a "Personal Physician Statement," as attached, signed by a physician who meets the definition of "personal physician" under California Labor Code §4600 may be treated by only that physician for a job-related injury or illness, unless otherwise approved by Risk Management. If the pre-designated physician is a personal chiropractor, the employee must first seek medical treatment from his/her pre-designated doctor of medicine or osteopathy and then request a change of treating physician to his/her personal chiropractor on file.
3. Should the "personal physician's" trained specialty be inappropriate for the injury or illness incurred, or should the physician be unavailable or refuse to provide treatment, Risk Management will designate a treating physician.
4. Should the employee not wish to be treated by the designated personal physician or be dissatisfied with the physician designated by the County, the employee may apply to Risk Management for a change of physician as permitted by California Labor Code §4601.

RESPONSIBLE DEPARTMENTS

Support Services -- Risk Management

REFERENCES

BOS Policy Resolution No. 2023-01--04/11/23 (Amended)
Administrative Update--07/13/2012
BOS Policy Resolution No. 2008-02--3/4/08 (Amended)
BOS Policy Resolution No. 2005-6--8/2/05 (Amended)
BOS Policy Resolution No. 2003-3--11/25/03 (Amended)
BOS Policy Resolution No. 2001-10--8/14/01 (Amended)
BOS Policy Resolution No. 95-4--3/14/95 (Amended)
BOS Policy Resolution No. 94-3--5/3/94
BOS Policy Resolution No. 92-5--8/18/92
Minute Order dated March 3, 1987 (valid)

COUNTY OF SHASTA		Number
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SECTION:	Risk Management	Industrial Leave
INITIAL ISSUE DATE:	August 18, 1992	
LATEST REVISION DATE:	July 13, 2012	
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PURPOSE

To provide full wage or salary compensation for an employee who is absent from work as a result of an industrially related illness or injury where Section 4652 of the Labor Code is applicable. (This policy is also in the Personnel Rules as Section 13.3.)

POLICY

For an employee to receive industrial leave, he or she must apply for workers' compensation benefits and supply supportive medical evidence that there was an industrial injury or disease contracted in the course and scope of employment, which prevents the employee from performing his or her duties.

Such compensation shall be applied to wage loss for the date of injury and subsequent workdays lost during the thirty (30) days immediately following the date of injury. In no event shall compensation exceed 32 hours.

On the fourth consecutive calendar day following the date of injury or illness, provided the employee remains off work, temporary disability benefits will then be paid in accordance with Labor Code §4653.

Beginning with the date temporary disability benefits are applicable (Labor Code §4653) and every day of covered absence thereafter, in the following order, an employee's compensatory time off, sick leave, administrative leave, and vacation may be charged to assure that, when added to temporary disability benefits paid under workers' compensation, the employee will receive as near to but not exceeding his or her full salary or wage. The employee, at his or her option, may elect any order of application of compensatory time, sick leave, administrative leave, vacation, or none of the preceding benefits if he or she notifies Risk Management in writing within 14 days of the date of injury.

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RESPONSIBLE DEPARTMENTS

Support Services -- Risk Management
Auditor-Controller

REFERENCES

Administrative Update--07/13/2012
Board Policy Resolution No. 2001-10--8/14/01 (Amended)
Board Policy Resolution No. 95-4--3/14/95 (Amended)
Board Policy Resolution No. 92-4--8/18/92
Personnel Manual Section 1172 (repealed)
California Labor Code Section 4653

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SECTION:	Risk Management	County Utilization of Volunteers
INITIAL ISSUE DATE:	January 12, 1993	
LATEST REVISION DATE:	October 23, 2012	
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PURPOSE

- A. Establish a policy that no County volunteer shall be considered to be a County employee for any purpose, except for those specific County volunteers deemed County employees by action of the Board of Supervisors solely for the purposes of workers’ compensation coverage.
- B. Establish a policy for those specific County volunteers deemed County employees by action of the Board of Supervisors for the purposes of workers’ compensation coverage. Such persons shall not be considered County employees for any purpose other than workers’ compensation coverage.
- C. Set criteria for the use of volunteers who provide service to the County through non-profit agencies.
- D. Establish alternative insured accident medical coverage insurance for volunteers who would not be covered by workers’ compensation.
- E. Identify groups of volunteers which are not covered under either the workers’ compensation program or the accident medical insurance.
- F. Set criteria for the use of Sheriff’s Jail inmates and Annex inmates.
- G. Establish criteria for use of interns or job trainees.
- H. For purposes of this policy, the term “volunteer” shall mean the following:
 1. An individual who performs services to the County for civic, charitable, or humanitarian reasons, without promise, expectation, or receipt of compensation for services rendered (except for reasonable expenses, benefits and nominal fees as allowed by law, which are not compensation for services rendered). This includes, but is not limited to, volunteer firefighters and reserve deputies; or
 2. An individual who performs services for that individual’s personal purpose or benefit and that do not result in immediate advantage to the County. This includes, but is not limited to, interns, job trainees, Opportunity Center clients, and General Assistance recipients; or

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3. An individual in the Sheriff’s Office or the Probation Department’s custody who performs services for the County. This includes, but is not limited to, inmate workers, juvenile wards, Sheriff work release participants, and Probation work program participants.

I. For purposes of this policy, the term “volunteer” shall not mean the following:

1. County employees who are completing an internship or training directly related to their County employment or for which wages are otherwise required to be paid by law, (e.g., Licensed Clinical Social Worker candidates).
2. Any individual otherwise employed by the County to perform the same type of services as those for which the individual proposes to volunteer.

BACKGROUND

Various County departments have engaged in the use of volunteers for many years. The County is required by statute and case law to cover certain volunteers under its workers’ compensation program. Labor Code provisions require the Board of Supervisors to adopt a resolution determining certain other volunteers to be County employees for the purposes of workers’ compensation insurance coverage. The excess workers’ compensation insurance coverage purchased by the County excludes coverage for volunteers unless they are deemed employees by resolution of the Board of Supervisors. This policy has been developed to clearly define by Board of Supervisors’ resolution the volunteers to be deemed County employees for purposes of workers’ compensation coverage and to address a minimal insurance coverage program for those volunteers not deemed County employees for purposes of workers’ compensation coverage.

POLICY

- A. All County volunteers to be covered under the County's workers’ compensation program will be classified and registered.
- B. The County assumes no liability for volunteers who are unclassified or unregistered for the County's workers’ compensation program or accident medical insurance.

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- C. Departments will register all volunteers with the Department of Support Services under all circumstances who are required to be registered pursuant to this policy using forms approved by the Department of Support Services.
- D. Individuals who serve as volunteers only for a specific one-time event without providing continuing volunteer service shall be required to sign an approved registration form (provided by the Department of Support Services). Such persons shall not be eligible for workers' compensation coverage.
- E. The Department of Support Services will coordinate and administer all countywide intern and job trainee contracts, unless specifically delegated by the Director of Support Services.
- F. To the extent required by law or County contractual obligations, assignment of volunteer(s) shall not displace existing workers or decrease existing contracts for services, including partial displacement by reducing hours or employment benefits.
- G. All volunteers must be provided volunteer orientation and safety training as part of their participation.
- H. If applicable to the position, volunteers will complete all department, agency, and/or industry standard training as directed by County, including, but not limited to, confidentiality and Health Insurance Portability and Accountability Act (HIPAA) training.
- I. The Department of Support Services, in consultation with department heads or their designees, may perform appropriate background checks, including but not limited to reviews of criminal histories, on volunteers in their departments that are suitable for the nature of the services to be performed.
- J. For any volunteer under the age of 18, the parents of the minor shall be required to complete all necessary forms and registrations for the minor volunteer.
- K. Volunteers Covered by the County's Workers' Compensation Program

Only those volunteer workers who are classified and registered, as defined below, shall be deemed to be employees of Shasta County for purposes of workers' compensation while performing such voluntary service without pay for the County as authorized by Labor

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Code §3363.5. Volunteer workers who are not classified and not registered shall not be deemed employees of the County for purposes of workers' compensation under Labor Code §3363.5.

1. Classifications: Any additions or deletions from the following classifications for the purpose of workers' compensation coverage must be approved in advance by the Board of Supervisors prior to utilization.
 - a. Volunteer firefighters affiliated with a regularly organized fire department or company of the Shasta County Fire Department/County Service Area #1 administered by the County Fire Warden.
 - b. Tactical Medical Specialists authorized by the Sheriff to work with the Special Weapons And Tactics (SWAT) team and who are either a California Licensed Physician or resident physician in a residency program accredited by the American Council of Graduate Medical Education (ACGME), certified Paramedic, or Registered Nurse.
 - c. Those clients engaged at the Opportunity Center of the Health and Human Services Agency (HHSA).
 - d. All juveniles assigned by order of the Juvenile Court or by a designated representative of the Probation Department to a work project on public property within the jurisdiction of any governmental entity, to perform community service, or to complete a project for the purposes of diversion from high risk activities (Labor Code §3364.55, 3364.6).
 - e. Participants in the Probation Department's adult work program when the work is performed for the purposes of paying a fine.
 - f. General Assistance workers assigned by HHSA to work on projects on public property within the jurisdiction of any governmental entity.
 - g. Reserve deputies of the Sheriff's Department, only while in uniform and logged in on assignment.
 - h. Sheriff's work release participants, if required by law when assigned to and injured at a non-profit organization worksite (Penal Code §4024.2, et seq.).

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- i. HHSA Smallpox Response Team volunteers approved to act as volunteers by the County's Health Officer or HHSA Director, or his/her designee.

2. Registration:

- a. County Departments shall only register, as classified under Item K1 above, volunteer workers who are described in Items a through i. above.
- b. To be "registered," a person must be listed on the County's roster of volunteer workers. The County departments that employ persons listed in Classifications above as volunteers must provide the Department of Support Services-Risk Management Division (Risk Management) with a completed roster (on a form provided by Risk Management) of all registered volunteers.
- d. Departments shall provide a renewal roster or registration forms to Risk Management each 12 month period or the registration will expire.
- e. Whenever there are any new volunteers, their registration will be submitted to the Department of Support Services within two working days.
- f. The roster shall contain the volunteer worker's name, address, email address, telephone number, position title, nature of the work to be performed, the approximate time during which such volunteer work is performed, and any additional information required by the Department of Support Services.

L. Volunteers Covered by Workers' Compensation Coverage From Other Than County Sources

- 1. The following organizations assume the workers' compensation responsibility for persons associated with the organization while they provide services to the County:
 - a. CalWORKs (California Work Opportunity and Responsibility to Kids);
 - b. R.O.P. (Regional Occupational Program);

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- c. Any private or public entity that sponsors or provides interns, job trainees or other volunteers providing services to the County unless other arrangements are approved in Section O(1)(d) of this Policy; and
 - d. Any other non-County entity, public or private, required by law to assume the workers' compensation responsibility.
2. Registration: A copy of the volunteer service agreement and proof of insurance must be filed by the department with Risk Management, establishing the terms and conditions of the volunteer service to be provided and a roster (form provided by Risk Management) of all registered and unclassified volunteers providing the service. A complete roster will be provided to Risk Management every twelve months or whenever there are any additional volunteers to the project or agreement, whichever comes first. The departments shall provide a renewal volunteer roster with proof of insurance at the end of each twelve-month period; otherwise, registration will expire. Shasta County accepts no workers' compensation responsibility for these volunteers, except as may be specifically authorized in writing pursuant to Section O(1)(d) of this Policy.

M. Volunteers Covered by Accident Medical Insurance

- 1. Volunteers who are not described in K or L above will be registered as unclassified and covered by the accident medical insurance provided by the County except as otherwise noted in this policy. Workers' compensation from the County is only available to volunteers described in section K above. To defray the risk of accident or injury, the County will provide accident medical insurance coverage for volunteers listed in section M, if registered, in amounts and at costs currently available to the County from the insurance marketplace. The responsibility for the premium payment will be the County department accepting these volunteers. Such volunteers shall be limited to the following:
 - a. Sheriff's Department volunteers including chaplains; and persons assisting in administration in all divisions; Search and Rescue which includes dive team, flying posse, jeep patrol, man trackers, mounted posse, mountain rescue, and Explorer Scouts; Citizen Volunteer Patrol; or others who are not acting as employees of the department or who are not otherwise covered under the Office of Emergency Services.

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- b. Interns or other volunteers in the District Attorney’s Office, County Counsel’s Office, Public Defender’s Office, and Probation Department, or any other County department.
 - c. HHSVA volunteers while performing work for the County, except as provided for in Sections K and L.
 - d. Sheriff’s work release participants and Probation Department’s adult work program participants not covered by workers’ compensation. Sheriff’s work release participants are covered for workers’ compensation when assigned to and injured at a non-profit organization’s worksite.
 - e. Sheriff’s work release participants and Probation Department’s adult work program participants, when the work performed is exclusively for the purposes of community service and not in lieu of a court-ordered fine.
 - f. Non-Firefighter Fire Department volunteers while performing work for the County.
 - g. Registrar of Voter’s Office Poll Workers while performing work for the County during elections.
 - h. Veteran’s Service Office Veteran’s Remains Officer (California Military and Veterans code sections 940-950).
 - i. One-time volunteers as described in section D.
2. Registration: All volunteers will complete either (1) a registration form, which will provide the volunteer's name, address, e-mail address, telephone number, position title, nature of work performed, and the dates volunteer services will be provided, or (2) such other registration form approved by the Department of Support Services. The registration forms are to be forwarded to the Department of Support Services within two working days. The department¹ registering the volunteer will be responsible to pay to the Department of Support Services the premium for the accident medical coverage for the time period covered by the registration.

¹ The term “department” includes all County agencies, branches, and departments.

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3. The accident medical insurance plan is not available for Sheriff's Jail inmates, Annex inmates, or other similar programs.
4. The accident medical insurance and the workers' compensation coverage are not applicable to any citizen advisory board such as the Mental Health, Alcohol and Drug Advisory Board the Probation Neighborhood Accountability Board, Neighborhood Watch, etc.

N. Sheriff's Jail Inmates and Annex Inmates

1. Use of Sheriff's Office Jail inmates and Annex inmates is permissible without registration; they are not covered by either workers' compensation or the accident medical insurance. Medical treatment for injury of these individuals is provided by the Jail's medical services contract.
2. Further, the accident medical insurance and the workers' compensation coverage are not applicable to any juvenile probation ward placed in the Juvenile Hall regardless of the location of the work performed under any work program. For these purposes, the juveniles are treated as "inmates" and medical treatment is provided by the Juvenile Hall medical services contract.
3. Those individuals described in Sections K(1)(d), (e), and (h) and Sections M(1)(d) and (e) of this policy, are not Jail or Annex inmates for the purposes of this policy.

O. Interns, Job Trainees and Other Volunteers from Third Party Entities

1. Acceptance of interns, job trainees, or other volunteers from other governmental agencies, educational institutions, or private organizations is permissible only when there is a written contract between the County and the private or public entity that contains, at a minimum, the following;
 - a. Acknowledgement that the interns, job trainees or other volunteers are not County employees and are not entitled to any wages or benefits from the County. The private or public entity agrees to defend and indemnify the County from and against any and all claims for such wages or benefits.

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- b. Acknowledgement that the interns, job trainees or other volunteers are not entitled to coverage under the County's workers' compensation program and any obligation to provide workers' compensation coverage is assumed by the private or public entity. The private or public entity agrees to defend and indemnify the County from and against any and all injuries suffered by the interns or job trainees that would be subject to workers' compensation.
- c. The public or private entity agrees to defend and indemnify the County from and against any and all claims for injuries or loss resulting from conduct by the interns, job trainees, or other volunteers, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of the County.
- d. Any of the clauses identified in sections O(1)(a), (b), or (c) above may be modified or removed upon the written approval of County Counsel and the Department of Support Services.
- e. The contract has been reviewed and approved by County Counsel and the Department of Support Services -- Personnel and Risk Management Divisions.
- f. The contract has been approved by the County Executive Officer or the Board of Supervisors. Department Heads do not have independent authority to approve these contracts.

P. Termination of Volunteer Service

- 1. The County, through the Department of Support Services, reserves the right to terminate the voluntary service of any individual volunteer without cause. The County reserves the right to withdraw, without cause, the status of classified and registered volunteers, either individually or as a class, by terminating either their classified or registered status, or both.
- 2. Departments must notify the Department of Support Services within two working days when a volunteer, intern, or job trainee ends his or her assignment with the County.

Note: For more information, please contact the Department of Support Services.

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RESPONSIBLE DEPARTMENTS

Support Services -- Risk Management

REFERENCES

- BOS Policy Resolution No. 2012-06--10/23/12 (Amended)
- Administrative Update--07/13/2012
- BOS Policy Resolution No. 2008-02--3/4/08 (Amended)
- BOS Policy Resolution No. 2007-8--11/6/07 (Amended)
- BOS Policy Resolution No. 2003-1--1/28/03 (Amended)
- BOS Policy Resolution Nos. 2001-10 and 2001-17--8/14/01 (Amended)
- BOS Policy Resolution No. 98-6--12/29/98 (Amended)
- BOS Policy Resolution No. 94-3--5/3/94 (Amended)
- BOS Policy Resolution No. 93-8--9/28/93
- BOS Policy Resolution No. 93-1--1/12/93 (Superseded)
- California Labor Code Sections 3363.5, 3364, 3364.55, and 3364.6
- California Penal Code Section 4024.2, et. seq.
- California Military and Veterans Code Sections 940-950

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SECTION:	Risk Management	Procedures for County Vehicle Damage Repair
INITIAL ISSUE DATE:	June 1, 1993	
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PURPOSE

1. Obtaining prompt vehicle damage repairs of County Vehicles is essential to the continuing function of County services.
2. Quality workmanship of vehicle damage repairs is essential to the preservation of the value of County assets and their safe operation.
3. The County desires to have vehicle damage repairs completed at the most competitive cost possible.

POLICY

This administrative policy authorizes the Department of Public Works (Public Works) to provide or obtain repair services for County Vehicles.

For reference in this administrative policy, County Vehicles (as defined in County Administrative Policy [8-103](#)) are all vehicles, no matter the funding source utilized to procure the vehicle, for which the County, and its dependent entities (i.e., County Service Areas-CSA's), holds the vehicle title. This includes boats, trailers, and other specialized vehicles utilized by County departments in performing County business. Unless otherwise specifically stated, the term "vehicle" in this policy shall refer to a County Vehicle.

1. All damaged County Vehicles, except those in County Fire and specialized vehicles within the Sheriff's Office that require repair expertise not provided within the County, in need of repair are under the direct administration of the Department of Public Works.
2. The Director of Public Works, or his/her designee, is authorized to determine the best process for repairing County Vehicles that receive body or other damage outside of normal maintenance and associated repairs. The process may include completing repairs by County staff who are educated/trained in such repairs or procuring services through Personal Services Agreements in compliance with County Administrative Policy [6-101](#).
3. If it is determined that damaged County Vehicles will be repaired by an outside vendor, then the Director of Public Works, or his/ her designee, is authorized to negotiate and execute Personal Service Agreements (PSA)(consistent with the requirements in County Administrative

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Policy [6-101](#)) for the repair of County Vehicles with collision repair businesses that meet the following conditions. The vehicle repair business shall:

- a. Have a secure area for storage of vehicles;
 - b. Maintain no less than two qualified auto body mechanics on staff;
 - c. Maintain and make use of an auto body paint spray booth certified as meeting Shasta County air quality standards;
 - d. Maintain all licenses, permits, qualifications, and approvals required to provide collision damage repair services;
 - e. Provide insurance certification in accordance with the terms specified in the PSA requirements set forth in County Administrative Policy [6-101](#); and
 - f. Maintain a good and valued reputation with the County and the local community.
4. In cooperation with Department of Support Services Purchasing Unit (Purchasing) and in compliance with County policies, Public Works may advertise for and procure Personal Services Agreements with vehicle repair businesses who comply with this administrative policy.
 5. Departments shall verbally report damage to County Vehicles to Public Works and Department of Support Services-Risk Management Unit (Risk Management) as soon as practical, preferably within twenty-four hours of knowledge. A written report of vehicle damage is to follow within one week of knowledge of damage and verbal report. Public Works will arrange for repair in cooperation with the affected department and Risk Management. In cases where outside party causes damage to County Vehicle, Risk Management will administer applicable processes related to subrogation and/or other insurance requirements. Applicable deductibles will be obtained by the department accordingly and repairs not recoverable and/or not covered by insurance will be charged directly to the department through appropriate procedures. Any department that fails to report damaged vehicles in writing within thirty (30) days to either Risk Management or Public Works will be charged the full cost of repairs from that department's budget.
 6. If using an outside vendor, two (2) vehicle repair cost estimates will be obtained from vehicle repair businesses, who comply with this policy, to assist Risk Management, when applicable, to recover damage claim reimbursements/settlements from the adverse driver(s) and/or his/her

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insurer(s) (as applicable). The PSA for repair services will be awarded to the procured repair business (as determined by Public Works). When applicable, Risk Management may, at its discretion, conduct an independent appraisal to verify costs. If vehicle repairs are completed at by County staff, an estimate of repair costs shall be forwarded to Risk Management in order to recover damage claim reimbursements/settlements from the adverse driver(s) and/or his/her insurer(s).

7. All damage to County Vehicles will be repaired, except for those vehicles where the estimated cost to repair the vehicle exceeds the fair market value of a comparable vehicle in safe condition, i.e., the vehicle is determined to be a total loss. The determination that a vehicle is damaged beyond repair will only be made after obtaining two vehicle repair cost estimates from contracted vehicle repair business(es), or one vehicle repair cost estimate from a contracted vehicle repair business and one from Public Works as well as an independent appraisal by Risk Management. The final decision as to who will repair the damaged vehicle will be made by Risk Management after consultation with Public Works as applicable.

8. Requests for payment for vehicle damage repairs (as applicable) will be tendered to Risk Management for payment from the appropriate Risk Management fund. Risk Management will make payments only for those amounts in excess of the \$500 countywide insurance deductible. Countywide deductible amounts are the responsibility of the department to whom the vehicle was assigned at the time of damage. Should the insurance deductible amount be recovered from the responsible party(ies) and/or or his/her insurance carrier(s), the \$500 deductible amount will be returned to the department by Risk Management.

9. In the event a vehicle is a total loss, as described in Section 7 of this policy, Risk Management will obtain a vehicle cost replacement appraisal and salvage bids from an independent appraiser. Public Works or in the case of a vehicle that is not part of the Replacement Fund (as defined in Administrative Policy [8-103](#)), the appropriate department, will be paid the appraised value of the vehicle. Risk Management will collect the \$500 countywide insurance deductible from the appropriate department and will retain the amount received from the salvage buyer. Public Works will then relinquish the vehicle title to the Department of Motor Vehicles in exchange for a salvage certificate and dispose of said salvaged vehicle to the highest indicated salvage buyer.

In the alternative, if Public Works makes the determination to retain the vehicle in order to strip all usable parts, the affected department will be paid the appraised value of the vehicle less the salvaged value. Purchasing, may then sell the hulk to the highest salvage bidder . Risk Management is authorized to collect the \$500 countywide insurance deductible from the affected department.

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RESPONSIBLE DEPARTMENTS

Support Services Department -- Risk Management
Support Services Department -- Purchasing
Public Works Department

REFERENCES

BOS Policy Resolution No. 2013-02--04/16/13 (Amended) (effective 07/01/13)
Administrative Update--07/13/12
BOS Policy Resolution No. 2007-2--4/24/07 (Amended)
BOS Policy Resolution 2001-10--8/14/01 (Amended)
BOS Policy Resolution 93-4
Board Resolution 88-236 (superseded)

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SECTION:	Risk Management	Defensive Driver Training
INITIAL ISSUE DATE:	February 28, 1994	
LATEST REVISION DATE:	June 14, 2022	
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PURPOSE

Through Defensive Driver Training, reduce the severity and frequency of vehicle incidents and their impact upon the County's human and fiscal resources.

BACKGROUND

One of the elements of a good employee safety program is the promotion of defensive driving. It is the desire of the Board of Supervisors to promote safe driving among Shasta County employees, thereby reducing the County's liability, vehicle repair, and workers' compensation costs.

POLICY

A. Policy

1. All County employees and other persons, whose duties involve operating a vehicle an average of three or more times per month while conducting County business, shall complete and pass a Defensive Driver Training course that has been approved by the Risk Manager or his/her designee, prior to being granted authorization to operate a vehicle in performance of their duties, and every three years thereafter, unless the requirement is waived by the Risk Manager or his/her designee.
2. All employees and volunteers involved in an adverse incident when operating a vehicle while conducting County business will complete and pass Defensive Driver Training, before driving again on County business, unless the requirement is waived by the Risk Manager or his/her designee.

B. Exceptions to Policy

1. Safety officers having successfully completed the Vehicle Operations domain of the California Commission on Peace Officer Standards and Training (P.O.S.T.) program. Affected departments may enroll safety officers for Defensive Driver Training on an as-needed basis.
2. Members appointed to boards or commissions by the Board of Supervisors who drive vehicles in the performance of their duties.

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C. Conditions

When a driver subject to Section A of this policy is involved in an adverse incident while operating a vehicle in the course of conducting County business, and has not passed Defensive Driver Training as required by that section, the department permitting the vehicle use will be responsible for the following:

- a. All damage to the involved County-owned vehicle;
- b. Up to \$2,500 of any bodily injury/property damage liability cost; and
- c. \$5,000 of any resulting workers' compensation cost.

Such charges will be payable directly from the department's operating budget without assistance of funds and/or reserves held by Risk Management for this purpose. The RiskManager will charge the responsible department's funds upon written notification to the department.

D. Records

A record of all those completing the required Defensive Driver Training will be maintained by each department for a minimum of three years from the date of completion and assure full participation.

RESPONSIBLE DEPARTMENTS

Support Services -- Risk Management

REFERENCES

- BOS Policy Resolution No. 2022-03 -- 6/21/22
- Administrative Update--07/13/2012
- BOS Policy Resolution No. 2008-02--3/4/08 (Amended)
- BOS Policy Resolution No. 2001-10--8/14/01 (Amended)
- BOS Policy Resolution No. 94-1 (Valid)

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SECTION:	Risk Management	Drug and Alcohol Testing Policy for Positions Requiring a Commercial Driver's License
INITIAL ISSUE DATE:	January 2, 1996	
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See Shasta County Personnel Rules

RESPONSIBLE DEPARTMENTS

Agricultural Department
Department of Public Works
Support Services -- Risk Management

REFERENCES

Administrative Update--07/13/2012
BOS Policy Resolution No. 2001-10--8/14/01 (Amended)
BOS Policy Resolution No. 96-2 (1-2-96)
49 CFR Parts 382, 653 et al.

COUNTY OF SHASTA		Number
ADMINISTRATIVE MANUAL		3-205
SECTION:	Risk Management	Waiver of Liability
INITIAL ISSUE DATE:	June 28, 2011	
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PURPOSE

To protect the County against claims for personal injury or property damage by members of the public who participate in County-sponsored activities or events.

POLICY

All activities conducted by the County involve some risk of injury or property damage (however slight). With respect to injuries to its employees, the County protects itself through the workers' compensation system. However, in order to protect the County against claims for personal injury or property damage by members of the public who participate in County-sponsored activities or events, it is prudent to require participants to sign a release or waiver of liability. This is especially so when children are the participants.

Attached to this policy as Attachment A is a standard format Waiver of Liability. It allows members of the public to take part in a County-sponsored activity or event and waives claims against the County for personal injury or property damage, except when the County has been grossly negligent or has engaged in willful misconduct.

Department heads are authorized to sign this Waiver of Liability form on behalf of the County. County Counsel is authorized to provide modified waivers of liability for departments, based on department needs.

RESPONSIBLE DEPARTMENTS

County Counsel
Support Services-Risk Management

REFERENCES

BOS Policy Resolution No. 2011-06--6/28/11 (Removed from Policy [6-101](#); effective 7/1/11)

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Attachment A

**WAIVER OF LIABILITY
RELEASE, HOLD HARMLESS, AND AGREEMENT NOT TO SUE**

I, _____ (name of participant), request to voluntarily participate in _____ (the event) on _____ (date) that is sponsored by the County of Shasta at the _____ (location), all of which is referred to as the "Activity."

I consent to participation in the Activity and acknowledge that I understand my participation may involve risk of serious injury, death, or property damage, including losses which may result not only from my own actions, inactions, or negligence, but also from the actions, inactions, or negligence of others, the condition of the facilities, equipment, or areas where the event or Activity is being conducted, and/or the manner the Activity is being conducted.

Knowing and understanding the risks involved, and in consideration for being permitted to participate in the Activity, I hereby voluntarily assume responsibility for all risks and dangers associated with my participation in the Activity and release, discharge, hold harmless, and agree not to sue, and to indemnify Shasta County, its elected officials, officers, employees, agents, and volunteers (hereinafter "Releasees") from any and all demands, actions, suits, and claims which I have or that might accrue to me and from any and all damages which may be sustained by me or for any injury, death, or damage to or loss of personal property arising out of, or in connection with, my participation in the Activity from whatever cause, including the active or passive negligence of Releasees or any other participants in the Activity, except for injury, death, or damage to or loss of personal property arising from the established sole gross negligence or willful misconduct of the Releasees.

I have carefully read this Release and understand its contents. I am aware that this Release is a full release of all liability and voluntarily execute it. My signature on this document is intended to bind not only myself, but also my heirs, administrators, executors, and assigns. The undersigned expressly agrees that this Release is intended to be as broad and inclusive as permitted by California law.

Participant's Signature

Date

Participant's Name (print)

(area code) Phone Number

I am the parent or legal guardian of _____ ("Child"). I have read and understand the above Release. In consideration of allowing Child to participate in the Activity, I agree to this Release and all of the above provisions, and agree that it shall bind me, Child, and our heirs, administrators, executors, and assigns. I promise not to make a claim or to sue Releasees regarding any claim arising from Child's participation in the Activity.

Parent/Legal Guardian's Signature

Date

Parent/Legal Guardian's Name (print)

(area code) Phone Number

Date: _____

Department Head's signature

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SECTION:	Risk Management	Administrative Policy and Procedures for Medical, Dental, Life, Vision, and Disability Income Plans
INITIAL ISSUE DATE:	February 13, 1990	
LATEST REVISION DATE:	July 13, 2012	
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PURPOSE

To establish procedures in the administration of the County Life, Long-Term Disability, Dental, Medical, and Vision benefit programs.

PROCEDURE

A. Eligibility

1. Employees and Dependents

a. Life Insurance

Life insurance is provided by the County to all employees in a regular full-time or part-time position (20 hours of work per week or more) under the terms of the life insurance policy in effect. Optional additional life and dependent life is available separately to management and confidential employees or to other employees as provided for in bargaining unit Memoranda of Understanding (MOU) on the same eligibility basis as the above County plan at the employee's cost and under enrollment terms of the policy in effect. The employee must participate in the Optional Additional Life to be eligible to participate in the Dependent Life.

b. Vision Coverage

Vision coverage is provided by the County to employees in a regular full-time or part-time position (20 hours of work per week or more). Employees' dependents be included at the expense of the employee under the terms of the vision policy currently in effect.

c. Disability Income Coverage

Disability income coverage is provided by the County to all management employees only under the terms of the policy currently in effect. Optional buy-up on the coverage limit in the basic plan when made available will be at the employee's cost.

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d. Dental Coverage

County-sponsored dental coverage is provided to employees in a regular full-time or part time position (20 hours of work per week or more) subject to the terms and conditions of the bargaining unit MOU or resolution adopted by the Board of Supervisors. Dependents may be included with a shared cost by the employee subject to the terms and conditions of the bargaining unit MOU or resolution adopted by the Board of Supervisors. Participation for employees and dependents is under the terms of the dental policy and laws currently in effect.

e. Medical Coverage

County-sponsored medical coverage is provided to employees in a regular full-time or part-time position (20 hours of work per week or more) subject to the terms and conditions of the bargaining unit MOU or resolution adopted by the Board of Supervisors. Dependents may be included with a shared cost subject to the terms and conditions of the bargaining unit MOU or resolution adopted by the Board of Supervisors. For medical plans provided under contract with CalPERS, participation terms are established by PERS and the medical plan of participation by the employee and employees' dependents. For other medical plans, participation for employees and dependents is under the terms of the group health policy and laws currently in effect.

2. Retirees and Their Dependents

a. Life Insurance

The life coverage discontinues at termination or retirement. Application may be made to the insurer for individual conversion coverage at termination under the terms of the life policy in effect. Optional additional and dependent life coverage is not available to retirees or their dependents.

b. Vision Coverage

Retirees and their dependents may participate in the vision coverage provided by the County under the terms of the vision policy currently in effect. The full cost of coverage is at the expense of the retiree. To qualify for retiree coverage, an employee and their dependents must be enrolled in coverage at the time of

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retirement. There cannot be a lapse in coverage between employment status and retiree status.

Retirees or their dependents who voluntarily terminate Vision Plan coverage will not be allowed to re-enter the plan at a later date.

c. Disability Income Coverage

Disability Income Coverage discontinues at termination or retirement, and conversion to an individual continuation policy is not available.

d. Dental Coverage

Retirees and their dependents may participate in County-sponsored dental coverage with share of costs determined by the employee's class at the time of retirement. Participation is under the terms of the dental policy and laws currently in effect. To qualify for retiree coverage, an employee and their dependents must be enrolled in coverage at the time of retirement. There cannot be a lapse in coverage between employment status and retiree status.

Retirees or their dependents who voluntarily terminate Dental Plan coverage will not be allowed to re-enter the plan at a later date.

e. Medical Coverage

Retirees and their dependents may participate in the County-sponsored medical coverage with share of costs determined by the employee's class at the time of retirement. For medical plans provided under contract with CalPERS, participation terms are established by PERS and the medical plan of participation by retiree and retiree's dependents. For other medical plans, participation by retiree and retiree's dependents is under the terms of the group health policy and laws currently in effect.

The retiree must apply for coverage at the time of separation from County employment by way of retirement. Coverage will remain in effect only so long as the retiree makes continuous and timely individual premium payments. Retiree dependents are ineligible without the enrollment of the retiree.

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B. Enrollment

1. Life Insurance

Life insurance is provided to all eligible County employees at no cost to the employee. An enrollment card must be completed upon employment to establish the proper beneficiary or beneficiaries. Management and confidential employees wishing to participate in the Optional Additional Life and Dependent Life must complete a separate enrollment form.

2. Vision Coverage

The vision benefit is provided by the County to the employee. An employee may enroll dependents at their own expense. Enrollment must take place within 31 days of employment.

3. Disability Income

Long-term disability income insurance is available to management employees only. Enrollment is automatic with employment as a manager or promotion to a managerial position. No formal enrollment is required. Those management employees wishing to increase their base coverage when it becomes available must complete a supplemental enrollment form.

4. Dental Coverage

Enrollment in the Dental plan must take place within the first 31 days of employment. Late enrollments and open enrollment periods will be coordinated with the open enrollment for the PERS medical plan.

Those dependents who have lost their dental benefits from another employer may enroll in the County Dental Plan within 30 days of the termination from the other plan. The employee dependent must show proof of loss of the other employer plan to gain enrollment in the County plan. Under the current Delta Dental policy, dependents who have been dropped from coverage cannot reenroll in the plan.

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5. Medical Coverage (PERS)

Enrollment in the Medical plan must take place within the first 31 days of employment. Late enrollments, if allowed, must meet criteria set by PERS. Open enrollment periods are declared by PERS, and appropriate announcements will be provided.

C. Premium Payments

The employee's share of premium for a current County employee and his or her dependents is deducted from the employee's paycheck. The following persons must make premium payments to maintain coverage as they do not receive paychecks from the County.

1. Retirees

a. Dental Benefits

A retiree's individual premium payment for dental benefits is due and payable on the tenth (10th) working day of each month at 5:00 p.m.

b. Vision Benefits

A retiree's premiums payments will be paid quarterly and must be paid fifteen (15) days prior to the beginning of the quarter. Quarters begin July 1, October 1, January 1, and April 1.

A retiree's first premium payment must be made on or before the date of separation from County employment. All later payments must be made on time or coverage will be canceled.

Failure to make the premium payments on the required dates will result in termination of coverage. Reinstatement will not be allowed.

A retiree wishing to make more than one premium payment in advance must make arrangements with the Payroll Division.

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2. Persons on Leave of Absence, Suspension, or COBRA Status

Suspended employees and those on leave of absence must make individual premium payments which are due and payable by the first working day of each month. A former employee with COBRA status must make payment by the first working day of the month.

Coverage terminates if the premium is not paid and current. Unless payment is continuous from the date that non-pay status begins, coverage will be canceled.

RESPONSIBLE DEPARTMENTS

Support Services -- Risk Management
Auditor-Controller

REFERENCES

Administrative Update--07/13/2012
 BOS Policy Resolution No. 2003-3--11/25/03 (Amended)
 BOS Policy Resolution No. 2001-10--8/14/01 (Amended)
 BOS Policy Resolution No. 96-6--8/6/96 (Amended)
 BOS Policy Resolution No. 96-3--2/6/96
 BOS Policy Resolution No. 95-5--5/23/95 (Amended)
 Amended by BOS--12/18/90 (Amended)
 Board Policy Resolution No. 90-5--7/29/90 (Amended)
 Risk Management Policy No. 8-8--5/17/88 (VALID) Replaced No. 8-8--1/13/87

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SECTION:	Risk Management	Electronic Message Retention
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PURPOSE

To outline the policies and procedures adopted by the Board of Supervisors regarding retention of electronic mail.

BACKGROUND

Generally, messages sent to a user’s mailbox are temporary communications which are non-vital and should be discarded routinely. However, depending on the content of the message, it may be considered public record. Accordingly, employees have the same responsibilities for their mailbox messages as they do for any other public record, and must distinguish between records and non-record information.

POLICY/PROCEDURE

Electronic Mail: Generally, messages sent to a user’s mailbox are temporary communications which are non-vital and should be discarded routinely. However, depending on the content of the message, it may be considered public record. Accordingly, employees have the same responsibilities for their mailbox messages as they do for any other public record, and must distinguish between records and non-record information.

Back up: Electronic mail should be considered a communication tool, not a storage mechanism. Back up tapes are for disaster recovery purpose only. However, the County does access backup tapes periodically to restore data. Retention is the responsibility of the sender of the message, not the back up process. Back up copies performed by Information Technology staff are *not* records retention. Back up tapes should be retained no more than six months.

Legal Proceedings: Regardless of retention requirements, electronic mail and all other electronic or paper documents pertaining to threatened or actual legal proceedings must be retained until the litigation is finally concluded pursuant to the County's litigation hold policy.

Retention of Record Electronic Mail: The definition of public records includes any writing containing information relating to the conduct of the public's business prepared, owned, used or retained by the County. The definition includes electronic records, including e-mail, voicemail or fax messages sent to the same mailbox. The definition does *not* include preliminary drafts, notes, or interagency or intra-agency memoranda that are not retained by the County in the ordinary course of business. Personal correspondence and interdepartmental and intradepartmental messages should routinely be

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deleted unless either the sender or the recipient would have retained the writing had it been sent in any other form. Messages received from outside the County should be retained by the recipient if he or she would have retained the document if it had been sent in any other form.

Responsibility for Retention: The sender of the message, regardless of message type, is responsible for ensuring proper retention of messages sent within the County. All other copies are duplicates and may be deleted. However, if a record message was sent by an outside agency, a member of the public or anyone outside the County, the recipient is responsible for retention.

Method of Retention: Message records that have not met their retention period should be saved by one of the following methods:

- Print the e-mail or e-mail based fax and store the hard copy in the appropriate file.
- Electronically store the message on a shared network drive. Note: When there is doubt about the ability to retrieve an electronic record over its life span, the record should be printed and maintained in a hard copy format.
- Voice messages may be transcribed, printed, and saved to a shared network drive.

Each department shall select the method of retention for that department.

Retention Period for Record Messages: E-mail, e-mail based voicemail and e-mail based faxes sent to the same mailbox are themselves not considered a record series or category; it is a means of transmission of messages or information. Retention or disposition of these messages must be related to the information they contain or the purpose they serve. Thus, the retention period is determined by the content of the message, not the medium. Record messages may be deleted upon expiration of the statutory retention period (or after two years if there is no statutory retention period) upon authorization of the Board of Supervisors pursuant to Government Code section 26202. When in doubt about the legally appropriate retention period, consult the County Counsel's Office.

Electronic Message Attachments: Attachments should be retained or disposed of according to the content of the attachment itself, not the message which transmits the attachment. Thus, attachments should be retained if they constitute a document which the recipient or the sender would ordinarily retain in the course of business.

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RESPONSIBLE DEPARTMENTS

Information Technology

REFERENCES

BOS Policy Resolution No. 2011-10--11/15/2011 (Adopted)

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SECTION:	Risk Management	Litigation Hold
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PURPOSE

To outline the policies and procedures adopted by the Board of Supervisors regarding retention of electronic information relating to litigated matters.

BACKGROUND

This policy addresses the need to preserve and disclose electronically stored information in accordance with the Federal Rules of Civil Procedure and the California Discovery Act.

POLICY

Regardless of retention requirements, e-mail and all other electronic or paper documents pertaining to threatened or actual legal proceedings must be retained until the litigation is finally concluded. In the event of threatened or actual legal proceedings, the Office of the County Counsel shall immediately upon notice of the threatened litigation or service of a pleading initiating litigation, notify the affected department(s) of the litigation, and advise the department(s) to retain all e-mail and other electronic or paper documents pertaining to the legal proceedings until the litigation is finally concluded. If outside counsel is retained to represent the County with respect to threatened or actual legal proceedings, the attorney assigned to the matter shall comply with the provisions of this policy following acceptance of the assignment of the matter. E-mail and other electronic documents must be retained in a separate file, including relevant documents generated after litigation was threatened or filed.

As a general rule, the preservation obligation does not extend to backup tapes which are maintained solely for disaster recovery. However, the County does access backup tapes periodically to restore data. If the affected department(s) can identify where particular documents are stored on backup tapes, then the department must extract the pertinent data from those backup tapes and separately store that data on permanent media.

It is counsel's obligation to oversee compliance with the litigation hold in accordance with the following:

1. Issue a litigation hold at the outset of litigation or whenever litigation is reasonably anticipated. The litigation hold should be periodically re-issued so that new employees are aware of it, and so that it is fresh in the mind of all employees.

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2. Communicate directly with the “key players” in the litigation, and advise them of the duty to preserve documents. Periodically remind them of the preservation obligation.
3. Instruct all employees to produce electronic copies of their relevant active files. Assure that all backup media required to be retained is identified, segregated, and stored in a safe place.

RESPONSIBLE DEPARTMENTS

County Counsel
Support Services--Risk Management

REFERENCES

Administrative Update--07/13/2012
BOS Policy Resolution No. 2011-10--11/15/2011 (Adopted)

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PURPOSE

To outline general County policies and procedures related to the function of the Information Technology Department (IT).

BACKGROUND

Shasta County is committed to the use of current computer and communications technologies as a means of effectively managing and utilizing its resources.

The Information Technology Department’s mission is “To provide a complete range of *information technology* products, services and solutions that are of the highest overall value, to meet the business needs of our customers.” In order to meet the mission, it is essential that the development and operation of *information technology* in the various County *departments* be accomplished in an organized and cohesive manner. The most efficient means of implementing *information technology* systems is by placing responsibility for, and the control of, the products, services, and solutions under the Shasta County Information Technology Department.

SCOPE

All County *departments* under the direction and control of the Board of Supervisors.

DEFINITIONS

1. County Communications Infrastructure (network) - The physical hardware used to interconnect computers and users within the *County network*. Infrastructure includes the transmission media, including fiber, wiring, telephone lines, wireless devices, routers, switches, and other devices that control transmission paths; in addition to the software used to send, receive, manage, and secure traffic.
2. County Desktop Computer Systems - The hardware and software associated with a computer used by County employees to perform their work. This includes laptops, peripheral devices, and

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hardware such as printers and scanners. This does not include computer furniture, keyboard drawers, document stands, printer ink cartridges, pointing devices, or monitor screen shields.

3. Custom Software Applications - Any software *information system* developed and maintained by the Systems and Programming division of IT.
4. Data Center - The main facility within Shasta County, which houses County *information systems* and the core *County communications infrastructure*.
5. Department - Includes all County agencies, branches, and *departments*.
6. Department Head - Includes any agency director, a branch manager, or *Department Head*.
7. Department Head Designee or Designee - The County employee(s) specifically authorized by the *Department Head* to act on behalf of the *Department Head*. *Department Head* provides such authorization by notifying the Chief Technology Officer (CTO).
8. Geographic Information System (GIS) - An *information system* that captures, stores, analyzes, manages, and presents data that is linked to a location.
9. Information Systems - Includes software, hardware, and data. There are various types of *information systems*, for example: transaction processing, decision support, knowledge management, database management, document management, and office information.
10. Information Technology - The development, implementation, support, or management of computer-based information systems, particularly software applications and computer hardware. *Information technology* is a general term that describes any technology that helps to produce, process, store, communicate, and/or disseminate information. When computer and communications technologies are combined, the result is *information technology*. *Information technology* includes more than the conventional personal computer and network technology, and includes the integration of other technologies.
11. Network Connectivity - Any hardware that has been configured to gain access to *information systems* via the *County communications infrastructure*.

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12. Non-supported - Mainly for the purposes of capital asset ownership, is hardware that IT does not cover under a monthly support rate, but shall charge an hourly professional service rate if a *department* requests service. (Examples include: printers, scanners, computers without County *network connectivity*, and specialized hardware requiring vendor specific expertise.)
13. Remote Access - The various access methods used to connect to the *County network* via a public or other network. Authorized access is provided for County business needs, such as telecommuting and casual access (i.e. business trips) as authorized in accordance with County policies.
14. Supported - Mainly for the purposes of capital asset ownership, is hardware that IT covers under a monthly maintenance/support rate.
15. Telecommunication Services - The services provided by any system used for voice communications, voicemail, telephones, overhead paging and pagers, and the storage of voice messages.
16. Vendor Software Applications - Any *information system* acquired from a vendor, which provides a business solution for a County *department(s)*. This includes systems implemented in Shasta County, which are provided by another government agency.

POLICY/PROCEDURE

The IT department provides an array of *information technology* services for Shasta County. In order for IT to be effective in its role, the following policies and procedures are in place.

1. Information Technology Related Purchases - Policies related to the acquisition of *information technology* related products and services are covered in the Shasta County Contracts Manual (Administrative Policy 6-101).
2. Electronic Assets and Information Security - Policies related to County Employees' (contractors, consultants, and other workers) usage and security of electronic assets and information is covered in the Shasta County Personnel Rules.

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3. Accuracy of Electronic Information - It is the responsibility of each user *department* to establish the necessary management controls and procedures to ensure the accuracy of the information they maintain on any systems subject to this policy.
4. Use of Non-County Hardware - It is prohibited for non-County owned hardware to connect directly to the *County network* either via a network jack or wireless access point. With permission, IT shall provide a remote connection through secured access for employees who work remotely on non-County equipment. *Remote access* will be provided as long as the employee's hardware complies with County security requirements.
5. Capital Asset Ownership - IT shall own all computer related equipment, which qualifies as a capital asset and is *supported* by IT. If a capital asset falls under the category of *non-supported*, then the *department* that uses the equipment shall maintain ownership. Examples of *non-supported* capital assets includes: high-end scanners or printers and specialized hardware, which requires vendor specific expertise.
6. Public Record Act Requests - IT supports County *information systems* and as a result is the custodian of the electronic data contained within these systems. If IT receives a Public Records Act Request, IT shall work with the *department* responsible for the electronic records. IT shall notify County Counsel of the request and shall proceed under their recommendation. If as a result of involvement, IT incurs costs, IT shall pass these costs on to the *department* who has primary responsibility for the electronic records.
7. Requests for IT Service - IT shall provide a Call Center, which handles requests for service from County users. IT may also provide an alternate self-service method for *departments* who desire to allow their staff to input *department* service requests directly into an automated service request system.
 - A. IT has the following responsibility:
 1. MANAGE – calls made to the Call Center and process self-serve electronic requests in a timely manner, during standard IT work hours.

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2. TRACKING SYSTEM

- a. Document all pertinent information for a service request within an electronic tracking system.
- b. Provide *departments* and IT management a mechanism to electronically view the status of service requests.
- c. The electronic tracking system shall include escalation for priority and overdue service requests.

3. COMMUNICATE – Provide information to County users whenever a planned or unexpected interruption or noticeable change occurs to a service which IT provides, subject to this policy.

4. SERVICE LEVEL AGREEMENT OR MEMORANDUM OF UNDERSTANDING - Upon a *department's* request, IT shall establish a Service Level Agreement (SLA) or Memorandum of Understanding (MOU) for any service where a *department* desires a response level higher than they currently receive from IT.

B. *Departments* have the following responsibility:

1. DESIGNATE

- a. Those employees who are authorized to contact the IT Call Center.
- b. Those employees who are approved to authorize IT work that will result in additional monetary charges for the *department*.

2, COMMUNICATE - Provide all relevant information to the Call Center to assist IT in the completion of work.

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3. NOTIFY

- a. IT management in writing, if the *department* would like to enter into a SLA or MOU, which would cover services at a higher response level than they are currently receiving from IT.
- b. The IT Call Center when a new employee is hired or when an employee shall be separating from County employment; and provide the information necessary to add or remove access to the *County network* and relevant *information systems*.

8. Analysts – IT assigns analysts to work with *departments*, to coordinate and manage their IT projects and services.

A. IT has the following responsibility:

1. DESIGNATE - an IT analyst to assist a *department* in both their day-to-day IT issues, as well as *information technology* related projects.
2. COMMUNICATE - in advance, the reassignment of IT Analysts.
3. PROCESS - requests from *Department Heads* or *designees* granting *remote access* to County employees for telecommuting or casual access as authorized in accordance with County policies.

B. *Departments* have the following responsibility:

1. COMMUNICATE - with their assigned IT analyst, whenever they are considering implementation of a new *information technology*. In addition, communication shall occur for changes in existing services, or to resolve issues.
2. REMOTE ACCESS - *Department Head* or *designee* shall submit a request, to allow *remote access* for a County employee, for the purposes of telecommuting or casual access.

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9. Control and Direction of the County Communications Infrastructure (network)

A. IT has the following responsibility:

1. ACQUISITION - of all hardware and software associated with the *County network* regardless of funding source, unless the equipment is being supplied by a state or federal agency.
2. INSTALLATION, OPERATION AND MAINTENANCE - of the hardware, software, and wiring associated with the *County network*.
3. SECURITY - Implementation of security measures which minimize the risk of cyber attacks, compromise the integrity of data, or physical harm to the *County Communications Infrastructure*, or compromise the integrity of County data.
4. REVIEW AND APPROVAL - of all requests, to allow outside entities to gain access to *information systems*, within the *County network*.
5. ACCESS CONTROL - Management of the systems that control which employees gain access to which segments of the network. This includes *remote access* via secured protocols.

B. *Departments* have the following responsibility:

1. REQUIRMENTS – Provide IT in advance, with requirements for necessary communications at new or existing locations, which require *County network connectivity*.
2. COMMUNICATION CLOSETS – Provide necessary space in buildings for IT to access, install and maintain the *County network*. Restrict and control access to *County network* equipment closets. Grant access to only those who require access in order to perform their job. Notify IT if there is a need to change locks or relocate a communications closet.
3. NOTIFY – IT if you suspect any security breaches that might have compromised the integrity of the *County network*.

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4. AUTHORIZE – Provide IT with pre-authorization for County employees who require *remote access* to the *County network* for business purposes.

10. Control and Direction of Vendor Software Applications

A. IT has the following responsibility:

1. REVIEW AND APPROVAL - IT shall review *department* requests to implement software applications from a vendor, regardless of where the application is hosted. IT shall review system and other technology related requirements. IT shall verify that the vendor supplying the software application is providing an appropriate level of support and maintenance. If a vendor does not provide full support, IT shall determine and advise what role IT can fill for non-supported areas; the determination shall be based on available resources and technologies being considered.
2. ACQUISITION - Manage the purchase or acquisition of all hardware and operating system software required for the *vendor software application* to function, unless the system is being provided by a state or federal agency.
3. DATA CENTER SUPPORT - IT shall provide monitoring, backups and restores, hardware upgrades, and operating system support for systems installed in the *Data Center* or other secured County location, unless the vendor provided system does not have access to the *County Communications Infrastructure*. For systems that do not have access to the *County Communications Infrastructure*, IT will provide requested services, not provided by the software vendor, at the IT professional services hourly rate.
4. ACCESS CONTROL - IT shall review requests being made to allow a vendor access via the *County communications infrastructure* to support a *vendor software application*. IT will provide the *department* with a written approval or denial.
5. DATABASE SUPPORT - In the event the vendor support agreement does not include database support, IT will review and determine if IT has the resources available to provide database support. If IT determines it cannot support the

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vendor database, then IT will make a recommendation to the *department* for vendor database support.

B. *Departments* have the following responsibility:

1. INVOLVE IT - in discussions, at the beginning of the process of acquiring a *vendor software application*.
2. PROVIDE IT -- with a copy of the agreement (for review and consideration of approval) to purchase/acquire a *vendor software application*, regardless of where the application will be hosted. This includes systems provided by another government agency. The policy is covered under the Shasta County Contracts Manual.
3. BOARD OF SUPERVISORS APPROVAL - Once IT has reviewed the usage of the software application, the primary user *department* is responsible to prepare and present requests for approval to the County Executive Officer (CEO) or Board of Supervisors (BOS), based on County policy. IT is to be listed in the "Other Agency Involvement" section of the Board report.
4. MANAGE - support agreement(s) associated with the *vendor software application*, including routing renewal agreements by IT for review and approval.

11. Control and Direction of *Custom (In-house) Software Application Development*

A. IT has the following responsibility:

1. DEVELOPMENT ENVIRONMENT - IT shall determine which development environment best suits software development for Shasta County *departments*. This environment shall include development tools and databases.
2. ESTIMATES - IT shall provide an estimate and receive *department* approval prior to the development of a *custom software application*.
3. DEVELOP AND SUPPORT - IT shall design, program, test, implement, and support *custom software applications*.

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4. DATABASE SUPPORT - IT shall provide support for the databases related to the *In-house Software Applications*.
5. DATA CENTER SUPPORT - includes, monitoring, backups and restores, hardware upgrades, and operating system support.

B. *Departments* have the following responsibility:

1. REQUIREMENTS - Meet with IT and provide all of the requirements necessary for IT to provide the *department* with custom software solutions.
2. FEEDBACK - Provide feedback to IT during and after implementation of software solutions.

12. Control and Direction of the Shasta County *Data Center*

A. IT has the following responsibility:

1. ACCESS CONTROL - *Data Center* security is required to provide protection for the assets contained within the *Data Center*. Permission for card key access is granted to those who require access as a part of their job duties, including Facilities Management staff, and have been approved by the CTO. Authorized IT employees shall escort all visitors.

B. *Departments* have the following responsibility:

1. COORDINATE - with IT whenever vendor access is necessary to provide support for an *information system* housed in the Shasta County *Data Center*.

13. Control and Direction of County-wide *Information Systems*

A. IT supports a broad range of *information systems*, which are available for County-wide use. Examples include: data file storage, print services, e-mail, document management, *GIS*, Blackberry services, County Internet and Intranet sites, Internet access, *remote access*, and File Transfer Protocol (FTP) services. IT has the following responsibility:

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1. ACCESS CONTROL - for the various systems Access control includes but is not limited to, physical security for areas where systems reside; login and password protection on systems, with permissions set based on roles and responsibilities; and access logging where required or practical.
2. ACQUISITION - IT shall manage and/or approve the purchase of all hardware and software required to provide the infrastructure necessary for County-wide *information systems*.
3. SECURITY - IT maintains the current version of virus checking on the various systems.
4. LICENSES - IT acquires and tracks required licenses.
5. *DATA CENTER* SUPPORT - perform the necessary installations, maintenance and support, which includes, monitoring, backups and restores, hardware upgrades, and operating system support.
6. MONITOR AND REVIEW - of the various systems for errors, high usage, proper function, and resource utilization including, but not limited to disk space, central processing unit (CPU), bandwidth, and memory. IT has the authority to notify and shutdown any service that is interfering with or impacting other users of County systems.

B. *Departments* have the following responsibility:

1. IMPLEMENTATION - of policies and/or procedures, which encourage the removal of unused, out-of-date, or duplicate files.
2. NOTIFY - the IT Call Center, if a service is unavailable or not functioning as expected.
3. ACQUISITION - of any County provided personal devices, which are used by County users to access services, provided as a part of County-wide *information systems* (such as Smartphones).

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14. Control and Direction of County Desktop Computer Systems

A. IT has the following responsibility:

1. REVIEW/APPROVE - In order to assure that the purchase of hardware and software is cost effective and compatible for use in the County, IT shall review and approve all products which require County *network connectivity*, either directly attached to the network or via a computer system (such as a printer directly connected to a workstation)
2. ACQUISITION - IT shall process purchase requests and invoices related to both computer hardware and software. This includes acquiring quotes, placing orders, and receiving goods. When equipment is being supplied by a state or federal agency, IT does not need to process the acquisition, but needs the equipment delivered to IT so that it is processed for inventory and licensing as needed.
3. LICENSES - IT shall maintain records for software licenses. As required, IT shall register products with vendors. IT shall track available and installed software licenses.
4. INSTALLATION - All *desktop computer systems* subject to this policy shall be configured and installed by IT.
5. INVENTORY - IT shall track pertinent information, such as serial number, for the main unit of each *desktop computer system*. IT shall affix an Information Technology Identification Number (IT ID) to the main components that comprise a *desktop computer system*.
6. MONITOR - IT shall randomly monitor desktop computer systems, which are connected to the *County network* to ensure that systems have not been altered, that non-authorized products are not installed and that the system is not being used for purposes other than those originally intended. The CTO will be notified of any non-compliance of this policy and, depending upon the situation will refer the matter to one or more of the following: *Department Head*, CEO, Personnel Director, and County Counsel.

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7. SUPPORT/MAINTENANCE - IT shall manage and perform hardware and software support and maintenance.
8. SECURITY - IT shall provide virus checking and updates for County computers that have been authorized access to the *County network*.
9. DISPOSAL - IT shall handle the disposal of hardware.

B. *Departments* have the following responsibility:

1. PURCHASE REQUESTS - All *desktop computer systems* subject to this policy shall be acquired in accordance with Shasta County Contracts Manual. *Departments* shall provide their IT analyst with the business requirements for the intended purchase.
2. SECURITY
 - a. *Departments* shall establish physical safeguards against unauthorized access/usage of County computers.
 - b. *Departments* shall establish policies and procedures for removable media to protect against unauthorized transport of County data and to protect against unauthorized software installation.
3. SOFTWARE LICENSE AGREEMENTS - It is the responsibility of each *department* to establish the necessary controls and procedures to ensure that employees are adhering to software license agreements and are not duplicating, modifying, or using software on more than one computer at the same time, except as expressly provided for in the manufacturer's license agreement.
4. NOTIFY - IT to request the relocation of desktop computer equipment, which has been assigned an Information Technology Identification Number.

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5. DATA BACKUPS - Users are responsible to backup data that has been stored on the hard drive of a *desktop computer system* and data stored on removable media. (IT performs backups for data stored within the Shasta County *Data Center* and on approved remote site computers.)

15. Control and Direction of *Telecommunication Services*

A. IT has the following responsibility:

1. PAGERS

- a. IT shall manage the lease or purchase of all pager devices and related support and service.
- b. IT shall manage the vendor bills for pager services.

2. TELEPHONE LAND LINES - For other than specific exceptions as authorized by the CTO, IT shall manage additions, changes, and deletions for all telephone land lines.

3. VOICEMAIL

- a. For other than specific exceptions as authorized by the CTO, IT shall manage configuration changes, adds, and deletes for voicemail boxes.
- b. For other than specific exceptions as authorized by the CTO, IT shall manage the vendor bills for voicemail services.

4. DESKTOP PHONE DEVICES - For other than specific exceptions as authorized by the CTO, IT shall acquire, install, and track moves for all phone numbers.

5. SMARTPHONES (Blackberry, iPhone, etc.)

- a. IT shall assist *departments* on deciding what device best suits the *department's* requirements.

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- b. IT shall assist *departments* in configuring devices to access County e-mail, and other resources for which the employee has been authorized to access.

6. SPECIALIZED AND DEDICATED TELECOMUNICATION SYSTEMS

- a. IT shall review for approval *department* requests to implement specialized or other dedicated telecommunications systems.

B. *Departments* have the following responsibility:

1. CONTACT - the IT Call Center to:

- a. Report the loss of or damage to a County owned or leased device in a timely manner.
- b. Request that IT add/change or delete services for an employee (as well as FAX or alarm lines).
- c. Request a new desktop phone device.

2. LONG DISTANCE PHONE BILLS

- a. Manage the vendor bill associated long distance charges incurred by a *department*.

3. CELL and SMARTPHONE DEVICES, PLANS, AND BILLS

- a. *Departments* shall work with vendors to determine the make/model for devices and the phone plan that meets employees' needs.
- b. For Smartphones, prior to purchase, *departments* shall check with IT to make sure the particular phone is supported.
- c. *Departments* shall manage the vendor bills associated with the services provided.

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16. Logs and Information Available within County *Information Systems* - As a part of daily business practices, IT maintains logs, has access to data that resides within County *information systems* and data that travels via the *County communications infrastructure*. This information includes Internet traffic, e-mail activity, and access logs.

A. At the request of a *Department Head* or *designee*, IT shall provide available information, relevant to the investigation of computer activities of a County employee(s). The time spent in research, recovery, and report generation shall be charged to the requesting *department* at an hourly rate. The following procedures are to be followed for investigations:

1. *Department Head* or *designee* from requesting *department* is to contact the CTO or *designee* and request/authorize specific information be provided. If the investigation involves employees from multiple *departments*, all involved *Department Heads* must give authorization for their respective employees.
2. Data output (reports or files) or access to systems with selected data; which is the result of an investigation, shall only be provided to specific named individual(s) pre-authorized by the *Department Head* or *designee*.

16. Charges For IT Services

- A. As a part of the County budget process, IT shall provide an “Information Technology Service Charges” packet. Included in this packet shall be a description, charge method, and rate for each IT service, along with estimates by Cost Center of each of the IT services.
- B. IT Rates are established based on labor time studies, historical usage, and projected expenses. Cost Center budget projections are based on historical usage and known factors. Any material difference in expense to revenue is handled through adjusted rates.
- C. Throughout a fiscal year, IT shall charge *departments* via monthly journal entries posted to their cost center via the financial system.
- D. For each billing cycle, IT shall provide a statement of charges, which shall show units and rate for each service provided.

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- E. Details regarding a specific charge shall be made available to a *department* via an on-line system, phone call request, or e-mail.

- F. *Departments* are responsible to notify IT if they do not agree with a specific charge. If it is agreed that an error has been made, IT shall process an adjustment during the next billing cycle.

RESPONSIBLE DEPARTMENTS

Information Technology Department

REFERENCES

- BOS Policy Resolution No. 2012-05--10/2/12 (Amended)
- BOS Policy Resolution No. 2007-2--4/24/07 (Amended)
- BOS Policy Resolution No. 2003-3--11/25/03 (Amended)
- BOS Policy Resolution No. 99-9--12/28/99 (Amended)
- BOS Policy Resolution No. 4-2--9/20/88 (Valid)
- BOS Policy Resolution No. 20-2--12/2/86 (Repealed & Superseded)

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The Board of Supervisors recognizes that, due to available technology, communications, agreements and other documents are frequently composed and executed within an electronic system. In order to utilize the available technologies to improve County efficiencies the Board of Supervisors hereby establishes the following procedures for the use of digital signatures:

I. USE OF FACSIMILE SIGNATURE

The use of a facsimile signature or signature transmitted by pdf of the Chairperson of the Board is authorized for use on all copies of resolutions, orders, ordinances, letters, contracts, minutes, and records of this Board, upon which the Chairperson has been authorized, empowered or instructed to sign by order or resolution of the Board, or by ordinance or statute. The Chairperson may delegate the affixing of his/her facsimile signature or digital signature to the Clerk of the Board of Supervisors or his/her duly qualified deputies, by executing a document approved as to form by the County Counsel reciting the delegation and setting forth what shall be considered his/her signature.

II. DIGITAL OR ELECTRONIC SIGNATURES

1. DEFINITIONS

- A. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record. The Uniform Electronic Transaction Act (UETA) authorizes use of an electronic signature for transactions and contracts where at least one party is located in California, including a government agency (Cal. Civ. Code §1633.1-1633.17) (for the purposes of this policy that one party in California shall be Shasta County), and the contract has a choice of law provision indicating that the interpretation of the contract is to be in accordance with California law.
- B. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (h) of Section 1633.2 of the Civil Code.

2. DIGITAL SIGNATURES

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The Uniform Electronic Transaction Act (UETA) authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency, when both parties agree to its use. (Cal. Civ. Code Section 1633.1 – 1633.17). The electronic signature must be supported by evidence that the signature is the act of the intended person. An agreement executed with an electronic signature has the same legal enforceability as a wet signature, subject to documents that are exempt.

A digital signature is a type of electronic signature with strict security requirements that may be used to execute certain written communications and agreements with the County if it satisfies the requirements found in Cal. Gov. Code § 16.5, et. seq. and Title 2, division 7 Chapter 10 of the California Code of Regulations. (2 CCR §2200022005)

The signatures must be:

1. Unique to the person using it;
2. Capable of verification;
3. Under the sole control of the person using it; and
4. Must be linked to the data in such a way that if the data is changed the signature will be invalidated.

III. PROCEDURES FOR USE OF ELECTRONIC OR DIGITAL SIGNATURES

- A. System Approval: The system used for the creation of the electronic signature must be approved by County of Shasta Information Technology Department and in accordance with state law.

Express Agreement: When the parties to an agreement desire to use electronic signatures for executing the agreement, a term shall be included in the agreement to memorialize the use of electronic signatures for the agreement or substantially similar language provided County Counsel determines that execution of the document electronically complies with the California Uniform Electronic Transaction Act (CUETA). Absent such terms in an agreement, the agreement must have a wet signature.

- B. Submission for Approval and Execution: Once the electronic agreement is complete and has been digitally signed by the duly authorized representative of the other parties, it may be

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submitted for execution by the Board of Supervisors or the individual who has the delegated authority to bind the County for that contract type.

- C. Retention: The executed electronic agreement must be maintained pursuant to the Administrative Policy 1-500, *Records Retention Schedules*, or statute within a County approved secure retention process. The secure method of retention of the final agreement must lock the document, preventing any changes to the final executed agreement.

IV. CHANGE OR ERROR IN ELECTRONIC RECORD

If a change is needed or an error is being corrected within the electronic record of the fully executed agreement, those actions will comply with the requirements of Cal. Civ.Code § 1633.10 or will be addressed through a contract amendment.

V. EXEMPTIONS

Electronic signatures may not be used in all situations. Documents that may not be completed using electronic signature include, but are not limited to:

1. Laws governing the creation and execution of wills, codicils, or testamentary trusts;
2. Certain transactions governed by the Uniform Commercial Code; laws requiring specifically that identifiable text or disclosures in a record or portion of a record be separately signed, including initialed, from the record; and
3. Certain transactions governed by the Business and Professions Code. (Cal. Civ. Code § 1633.3)

A list of documents that may not be signed with an electronic or digital signature pursuant to statute is incorporated herein as Attachment 1.

RESPONSIBLE DEPARTMENTS

Information Technology
County Counsel
County Administrative Office

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REFERENCES

BOS Policy Resolution No. 2022-06 – 09/13/22
 BOS Policy Resolution No. 2020-01—04/21/20

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ATTACHMENT I
LIST OF EXCLUDED DOCUMENTS

1. Civil Code

- a. Creation and execution of wills, codicils, or testamentary trusts (Civil Code §1633.3(b)(1).)
- b. Documentation required for the foreclosure of a mortgage or deed of trust (Civil Code, §§ 2924b, 2924c, 2924f, 2924i, 2924j, 2924.3, and 2937.)
- c. When a law requires that specifically identifiable text or disclosures must be signed or initialed separately. (Civil Code § 1633.3(b)(4).)
- d. Requests to obtain medical information (Civil Code § 56.11.)
- e. Genetic test results (Civil Code § 56.17.)
- f. Notices related to the Mobile Home Residency Law (Civil Code § 798.14.)
- g. Notice of Blanket Encumbrance on Real Property (Civil Code § 1133.)
- h. Statement of Defects in a transfer of real property (Civil Code § 1134.)
- i. Cancellation or Rescission of a home solicitation contract or offer (Civil Code §§ 1689.6, 1689.7, 1689.13.)
- j. Home Equity Sales Contracts (Civil Code § 1695.)
- k. Debit or credit obligations (Civil Code § 1720.)
- l. Consumer Credit Reporting Agencies documents (Civil Code §§ 1785.15, 1789.14, 1789.16, or 1793.23.)
- m. Retail Installment Contracts (Civil Code § 1801 et seq.)
- n. Notices for sales from non-payment of judgement or unclaimed property (Civil Code §§ 1861.24, 1862.5.)
- o. Loans (Civil Code §§ 1917.712, 1917.713.)
- p. Rental applications with credit reports and notices (Civil Code §§ 1950.6, 1983.)
- q. Liens on Vehicles (Civil Code § 3017.5.)
- r. Common Interest Developments (Civil Code § 4000.)
- s. Commercial and Industrial Common Interest Developments (Civil Code §\6500.)

2. Uniform Commercial Code: Documents described in Division 1, 3, 4, 5, 8, 9, and 11 of the Uniform Commercial Code.

- a. Transactions subject the General Provisions, Division 1 of the UCC commencing with § 1101
- b. Negotiable Instruments subject to Division 3 of the UCC commencing with §3101
- c. Bank Deposits and Collections subject to Division 4 of the UCC commencing with § 4101
- d. Letters of Credit subject to Division 5 of the UCC commencing with § 5101

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- e. Investment Securities subject to Division 8 of the UCC commencing with §8101
- f. Secured Transactions subject to Division 9 of the UCC commencing with §9101
- g. Funds Transfers subject to Division 11 of the UCC commencing with § 11101
- 3. Telephone solicitation (Business and Professions Code §17511.5.)
- 4. Financial Code
 - a. Certain Provisions of Premium Finance Agreements/ right to cancel (Financial Code § 18608 (b).)
 - b. Liens on moto vehicles and disposition of repossessed vehicles (Financial Code §22328.)
- 5. Health Care Service Plan documents (Health and Safety Code §§ 1358.15, 1365, 1368.01, 1368.1, 1371, 18035.5.)
- 6. Individual and group disability policies (Insurance Code §786.)
- 7. Termination of utility service for nonpayment. (Public Utilities Code §§ 779.1, 10009.1, 10010.1, 12823.1, 16482.1.)
- 8. Brokering agreements for manufacturers, transporters and dealers of vehicles (Vehicle Code §11738.)
- 9. Any notice that is required to be sent when obtaining possession of Real Property (Code of Civil Procedure §1162.)

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PURPOSE

The County of Shasta has a business need to augment traditional communication methods with the use of social media channels. The use of social media presents opportunity and risk to the County and individual County departments. In general, the County endorses the secure use of social media technology to enhance communication and information exchange to further County and department missions and goals.

APPLICABILITY

This policy applies to all County of Shasta employees and approved volunteers, consultants, service providers and contractors performing business on behalf of a department.

Section 4 of this Policy also applies to members of the public that post on County social media sites.

POLICY AND PROCEDURES

Section 1. County Social Media Technology Use

A. Definitions:

1. “Social media” means content created by individuals, using accessible, expandable, and upgradable publishing technologies, through and on the internet. Examples of social media include, but are not limited to, Facebook, Twitter, Blogs, RSS, YouTube, LinkedIn, Delicious, and Flickr.
2. “Posts” or “postings” mean information, articles, pictures, videos, or any other form of content published on a County social media site. These terms also include comments or the use of digital icons that express reactions to communications made.
3. “County social media sites” means social media sites which the County establishes and maintains, and over which it has control over all postings, except for advertisements or hyperlinks by the social media site’s owners, vendors, or partners.

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B. Compliance with laws generally:

1. In addition to all County policies and procedures, County departments shall use social media technology only as governed by this policy.
2. The department’s use of Social Media shall comply with all applicable federal, state, and county laws, regulations, and policies including, but not limited to, copyright, records retention, California Public Records Act (“PRA”) (Government Code §§6250 et seq.), First Amendment, privacy laws, employment-related laws, and County-established policies.

C. The County’s official website at www.co.shasta.ca.us (or any domain owned by the County) will remain the County’s primary means of internet communication.

1. County social media usage shall support the information found on County department websites.
2. County social media sites shall supplement, and not replace, the County’s required notices and standard methods of communication.

D. Content posted to social media sites shall contain links directing users back to the primary County websites for in-depth information, forms, related documents, or on-line services designed to facilitate business with the County.

E. The Department of Information Technology will maintain a list of approved social media sites which may be reviewed and amended from time to time.

Section 2. Department Management Requirements

A. The department’s decision to use social media shall be a risk-based business decision. In conducting an assessment of when to use social media, the department head shall be able to articulate a strong business case that considers:

1. The need for the department to communicate to the public efficiently, often, and effectively.
2. The department’s mission and goals;
3. The reputational risks and benefits to the County;
4. The technical requirements and impacts on County systems;

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5. Employee productivity;
 6. Cost to implement, maintain, and monitor the social media; and
 7. The potential for misuse of the social media either by the public or employees through the exposure or leakage of sensitive or protected information.
- B. The department head must receive approval from the County Executive Officer (CEO) or his or her designee(s) prior to using social media. The department head will submit to the CEO a summary of the business case which includes the items described in Section 2.A. of this Policy.
 - C. Each department may only utilize established social media sites and formats which appear on the County's list of approved social media sites as stated in Section 1(E) of this Policy.
 - D. Each department must comply with the County's contracts policies and procedures before accepting any site's terms and conditions of use.
 - E. Any County social media site (which includes any website funded and/or managed by the County or a county collaborative effort) must comply with this Policy.
 - F. Each department shall maintain a list of all social media sites utilized by the department. The list should include the date of the site was established and, if applicable, the date the site was terminated.
 - G. The department head, or his or her designee, is responsible for monitoring on a regular basis each of the social media sites maintained by their department for compliance with this Policy.
 - H. Should a social media site be out of compliance with this Policy, the department head shall take immediate steps to correct the non-compliance or shut down the social media site. Any incidents of non-compliance shall be reported to the CEO.
 - I. Department heads are responsible for determining who is authorized to use social media on behalf of the Department, and for designating appropriate access levels.
 - J. Department heads shall provide authorized users a copy of this Policy and have the user sign a copy of the current policy to acknowledge his or her understanding and acceptance via wet signature or e-signature. The copy shall be kept in the user's personnel file with the department.

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K. The department head, or his or her designee, is responsible for the creation, administration, and deactivation of social media accounts.

Section 3. Technical and Content Requirements

- A. If there is a government option available through the social media host, the department shall choose this option when setting up the social media site.
- B. Each site shall conform to the following requirements:
1. Be identified as sponsored by the County.
 2. Contain a link to the County’s Legal Disclaimer (found at www.co.shasta.ca.us).
 3. Contain contact information for the County program.
 4. Comply with the provisions of the Americans with Disabilities Act.
 5. Comply with section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), Subpart B, 1194.22.
 6. Conform to the Web Content Accessibility Guidelines found at www.w3.org.
 7. Comply with all applicable federal, state, and county laws, regulations, and policies including, but not limited to, copyright, records retention, California Public Records Act (PRA), First Amendment, privacy laws, employment-related laws, and County- established policies.
 8. Will not contain postings in support of, or opposition to, political campaigns, candidates, or ballot measures.
 9. Will not contain information that may tend to compromise the safety or security of the public or public systems.
 10. Will not contain content that violates a legal ownership interest of any other party.

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C. Because proper representation of the County is important in the use of social media, employees shall follow the following guidelines in developing, maintaining, and monitoring social media and county websites:

1. All County social media sites shall utilize authorized County contact information for account set-up, monitoring and access. The use of personal email accounts or phone numbers by any County employee is not allowed for the purpose of setting-up, monitoring, or accessing a County social media site.
2. All employees posting information to a social media site in their role with the County of Shasta and as part of their designated job responsibilities shall identify themselves in an appropriate manner as a County representative.
3. Employees will not disclose confidential or proprietary information.
4. Employees shall post or publish correction of errors or inaccurate information within 24 hours of notification or discovery of incorrect or inaccurate information and shall report errors or violations of this Policy to the department head immediately.
5. Employees shall ensure that the County has full permission or rights to any content posted by the County, including for example logo's, brandnames, photographs, and videos.

Section 4. Social Media Comments Policy

- A. The purpose of Shasta County's official social media platforms is to provide information of public interest to the county's residents, business community, visitors and other members of the general public. The County allows persons to engage their local government through social media by submitting comments and questions regarding the posted topics and by sharing the county's information with others. Shasta County's Social Media Comments Policy provides people who choose to communicate with the county via its official social media platforms with guidelines for engagement. Shasta County assumes no liability for any inaccuracies County social media sites may contain and does not guarantee that County social media sites will be uninterrupted, permanent, or error-free.
- B. The posts expressed on the County social media sites by members of the public do not reflect the opinions and position of Shasta County government or its officers and employees.

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- C. Communications made through County social media sites in no way constitute a legal or official notice or comment to the County of Shasta (for example, a post or comment that asks for public records will not be considered a public records request). To make official comments about a specific County project or program, persons are to contact the appropriate department.
- D. Privacy Policy and Disclaimer
1. Any individual accessing, browsing and using a County Social Media site accepts without limitation or qualification, the County’s Social Media Comments Policy. These terms and conditions apply only to the County social media sites. The County of Shasta maintains the right to modify the County’s Social Media Comments Policy without notice. Any modification is effective immediately upon posting the modification on the Shasta County Social Media Comments Policy page unless otherwise stated. Continued use of a County social media site following the posting of any modification signifies acceptance of such modification.
 2. All users of a County Social Media site are also subject to the site's own Privacy Policy. The County of Shasta has no control over a third party site's privacy policy or their modifications to it. The County of Shasta also has no control over content, commercial advertisements or other postings produced by the Social Media site that appear on County Social Media sites as part of the site's environment.
 3. Users should be aware that all content on County social media sites may be subject to disclosure, inspection, or copying under the Public Records Act, unless an exemption in law exists.
- E. Comment Removal
1. Shasta County considers its social media sites to be moderated online discussion sites. As a result, the county reserves the right to remove posts that contain:
 - a. Illegal Conduct or encouragement of illegal activity
 - b. Content that promotes, fosters or perpetuates discrimination or harassment against protected classes
 - c. Content that violates a legal ownership interest of any other party, such as copyright or trademark infringement
 - d. Information that may tend to compromise the safety or security of the public or public systems.

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- e. Profane language or content
 - f. Political statements, including comments that endorse or oppose political candidates or ballot propositions
 - g. Obscene or Sexual content
 - h. Solicitations of commerce or advertisements promoting products or services
 - i. Spam or comments that include links to external online sites
 - j. Content that is clearly unrelated to the posted topics
 - k. Confidential or non-public information
2. Violators of this policy may have their posts removed from the county social media sites. Continued or egregious violations of this policy may prompt the county to further restrict an individual’s commenting on county social media sites. All posts and comments to County Social Media sites will be regularly reviewed. Staff will endeavor to be consistent in their treatment of comment material and will not discriminate based on a user’s viewpoint. Staff should consult with County Counsel prior to removing posts or imposing restrictions under this section.
3. Shasta County further reserves the right to establish social media sites that limit the ability to post only to County employees or County affiliates and to not permit public comment.

F. Links and Embedded Content

- 1. The County of Shasta may select links to other Social Media sites and outside websites that offer helpful resources for users as provided in the County’s Hypertext Links Use Policy. Once an individual links to another page or site, the County’s policies no longer apply and a person become subject to the policies of that page or site.
- 2. The County ‘s Social Media sites are intended specifically to share information about County programs, events and services and to promote the social and economic welfare of Shasta County. The County of Shasta is not responsible for the content that appears on these outside links and provides these links as a convenience only. Users should be aware that these external pages and sites and the information found on those pages and sites are not controlled by, provided by or endorsed by the County of Shasta. The County reserves

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the right to delete links posted by outside individuals that violate the County’s Social Media Comments Policy at any time without notice.

3. It is not necessary to get advance permission to link to County Social Media sites; however, entities and individuals linking to County Social Media sites should not in any way suggest that the County of Shasta has any relationship or affiliation with that organization or that the County endorses, sponsors or recommends the information, products or services of that site.
4. It is not necessary to get advance permission to embed County Social Media site content; however, entities and individuals embedding content must not present County of Shasta content as their own or otherwise misrepresent any of the County’s Social Media site content. Furthermore, they shall not misinform users about the origin or ownership of County Social Media site content. Embedded content from County Social Media sites should not in any way suggest that the County of Shasta has any relationship or affiliation with that organization or that the County endorses, sponsors or recommends the information, products or services of that site.

G. Copyright Policy

1. All information and materials generated by the County of Shasta and provided on County Social Media sites are the property of the County of Shasta. The County retains copyright on all text, graphic images and other content that was produced by the County of Shasta and found on the page. Persons may print copies of information and material for their own non-commercial use, provided that they retain the copyright symbol or other such proprietary notice intact on any copyrighted materials they copy. A credit line shall be included reading: "credit: County of Shasta Facebook (or Twitter or YouTube) Page" or "Courtesy of County of Shasta."
2. Commercial use of text, County logos, photos and other graphics is prohibited without the express written permission of the County of Shasta. Use of the County logo is prohibited for any non-governmental purpose. Any person reproducing or redistributing a third party copyright must adhere to the terms and conditions of the third party copyright holder. If a person is a copyright holder and believes that the County of Shasta did not use an appropriate credit line, the person is to notify the County Executive Officer with detailed information about the circumstances, so that the copyright information can be added or the material in question can be removed.

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H. Posting of the County Social Media Comments Policy

1. The County’s Social Media Comments Policy shall be posted prominently on the County’s main webpage.
2. All County social media sites that permit public comment shall prominently display a link to the County Social Media Comments Policy, and a link to the County’s Legal Disclaimer (found at www.co.shasta.ca.us), and to the extent space is available, also include the following language.

Comment Policy:

The County of Shasta welcomes your comments. The purpose of this discussion is to present information relevant to the stated purpose of this site, regarding matters of public interest in the County of Shasta. We encourage you to submit your comments, but please note this is a moderated online discussion site.

Please note that the comments expressed on this site do not necessarily reflect the opinions or positions of the County its officers, agents, affiliates, or employees. If you have any questions concerning the operation of this online moderated discussion site, please contact us at scinfo@co.shasta.ca.us.

By posting anything to this site, you agree to follow the published guidelines as outlined in the County’s Social Media Comments Policy found here.

If you have any questions or concerns about the County’s Social Media Comments Policy or its implementation, please contact scinfo@co.shasta.ca.us.

RESPONSIBLE DEPARTMENTS

Information Technology
County Counsel
County Administrative Office

REFERENCES

BOS Policy Resolution No. 2020-03--12/15/20 (Revised)
BOS Policy Resolution No. 2012-08--12/11/12

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PURPOSE

This document establishes Countywide hypertext links use policies, protocols and procedures.

APPLICABILITY

This policy applies to all County of Shasta employees and approved volunteers, consultants, service providers and contractors performing business on behalf of a department. Departments using hypertext links prior to the implementation of this Hypertext Links Use Policy shall achieve full policy compliance within 90 days of the date this policy becomes effective.

POLICY AND PROCEDURES

Summary

As a method of promoting the social and economic welfare of Shasta County, the official County of Shasta Website (www.shastacounty.gov) and other websites and printed media established or maintained by the County of Shasta, including County social media sites as defined and established under Administrative Policy 4-301 *Social Media Policy*, (collectively, “County Affiliated Sites”) contain a limited number of hypertext links to external media that provide information about government, Shasta County, and about services and programs designed to meet the social needs of the Shasta County community. The County of Shasta is not responsible for the subject matter or accessibility of these external media. External links are provided as a convenience for users of the County Affiliated Sites.

This policy applies to hypertext links that the County is able to establish and control on its County Affiliated Sites. It does not apply to hypertext links posted by the individuals or entities that own or control the underlying social media platforms on which County social media sites may be established.

The terms “hypertext link” and “link” in this policy shall be construed as broadly as possible to refer to any information on a County Affiliated Site that would direct, in any manner, any visitor from a County Affiliated Site to an external site or other source of information not maintained by the County. The terms “hypertext link” and “link” include, but are not limited to, Quick Response (QR) Codes that may exist on either printed or electronic media.

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Unless a third party has contracted with the County to provide or assist the County in providing goods or services to meet the social needs of the Shasta County community, links shall not display a third party's logo, trademark, or other intellectual property.

Linking Criteria

The Shasta County Department of Information Technology and the County Administrative Office review the need for hypertext links on County Affiliated Sites. Determination of whether to establish a link to an external site is made on a case by case basis by the County Executive Officer (or his/her designee(s)), in consultation with the Chief Information Officer (or his/her designee(s)). The requested link must not substantively duplicate information on County Affiliated Sites or provided through an existing external link.

In order to ensure the County is able to effectively convey the information as noted above, the County Executive Officer (or his/her designee(s)), in consultation with the Chief Information Officer (or his/her designee(s)), may limit the total number of site links on any County Affiliated Site.

Each link to an external site must be maintained by a governmental entity, a non-profit corporation or organization, news media, or an entity contracted with the County of Shasta to provide goods or services to meet the social needs of the Shasta County community. The term "maintained" includes social media (as defined in Administrative Policy 4-301, *Social Media Policy*) sites established and maintained by any of the aforementioned entities. The term "news media" means a newspaper, magazine, wire service, book publisher, or radio or television program or station engaged in the gathering of information for distribution to the public by print, broadcast, or electronic means.

Each link must also meet at least one of the following criteria, as determined by the County Executive Officer (or his/her designee(s)), in consultation with the Chief Information Officer (or his/her designee(s)):

1. The site is a County Affiliated Site that is maintained by the County of Shasta.
2. The site is an official website of other government entities, including local, regional, state, and federal government agencies, public educational institutions, and special districts.

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3. The site provides utility or transit service information to County residents.
4. The site provides emergency information, such as flood management, river conditions, weather & travel conditions, road & traffic conditions, homeland security and emergency assistance and aid.
5. The site contains useful health related information or alerts, as well as important health emergency information.
6. The site provides information, services, or programs, to meet the social needs of the Shasta County community, including but not limited to, the areas of health, law enforcement, public safety, rehabilitation, welfare, education, and legal services, and the needs of physically, mentally, and financially disabled persons and aged persons.
7. The site provides information on laws and regulations.
8. The site contains recognition involving Shasta County with respect to achievement awards or noteworthy accomplishments and activities.
9. The site contains information related to doing business in Shasta County, working in Shasta County, or living in Shasta County.
10. The site provides a community guide for the Shasta County and surrounding area.

Prohibited Links

Under no circumstances can an external link appear to a site that meets any of the following prohibitions as determined by the County Executive Officer (or his/her designee(s)), in consultation with the Chief Information Officer (or his/her designee(s)).

1. The site contains sexually explicit material unrelated to health and medical information.
2. The site is detrimental to the image, dignity and decorum of Shasta County government.
3. The site supports, or opposes, political campaigns, candidates, or ballot measures.

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4. The site promotes the use of alcohol, tobacco or any controlled substance.
5. The site promotes illegal activities.
6. The site is in essence a personal homepage.
7. The site is primarily a chat room or bulletin board.
8. The site is essentially a commercial retail site promoting products or services.
9. The site is primarily editorial in nature.
10. The site is primarily religious worship, instruction or proselytization.

Requesting an External Link – Department Head

In order to facilitate the mission of a Shasta County department, a department head can request that an external link be included on a County Affiliated Site. As the County Affiliated Sites are intended to convey information about government, Shasta County, and about services and programs designed to meet the social needs of the Shasta County community, only County department heads may make such requests.

The department head must submit to the Chief Information Officer (or his/her designee(s)) a request describing the services provided by the site and the URL (website address) to be added to a County Affiliated Site.

All requests from a department head will be reviewed by the Chief Information Officer (or his/her designee(s)) and the County Executive Officer (or his/her designee(s)). Only links that satisfy the criteria identified above, as determined by the County Executive Officer (or his/her designee(s)), in consultation with the Chief Information Officer (or his/her designee(s)), may be added to a County Affiliated Site.

The department head is responsible for monitoring County Affiliated Sites associated with his or her department for broken links and removing or updating them in a timely manner. If an

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external site becomes non-operational, the department head should remove the link. The Chief Information Officer (or his/her designee(s)), may also remove the link.

If a link no longer complies with this policy, as determined by the County Executive Officer (or his/her designee(s)), in consultation with the Chief Information Officer (or his/her designee(s)), the appropriate department head will be contacted and the link will be removed by the Chief Information Officer (or his/her designee(s)).

Any and all links to external sites that are on County Affiliated Sites as of the date of adoption of this policy shall be submitted to the County Executive Officer (or his/her designee(s)) and the Chief Information Officer (or his/her designee(s)) for review and approval as outlined above.

RESPONSIBLE DEPARTMENTS

Information Technology
County Counsel
County Administrative Office

REFERENCES

BOS Policy Resolution No. 2015-01--04/28/15

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PURPOSE

County of Shasta recognizes the need to establish uniform countywide standards to ensure that official records of the County of Shasta, when maintained electronically, comply with the trusted system requirements, are true and accurate representations of the original information, and remain accessible for the duration of the records’ applicable retention period.

This policy is adopted in consideration of the provisions of Government Code sections 26205 and 26205.1 (destruction of records); Government Code section 12168.7 (standards for recording permanent and nonpermanent documents in electronic media and trusted system); Title 2, California Code of Regulations (CCR), Division 7, sections 22620.1 through 22620.8 (Chapter 15 “Trustworthy Electronic Document or Records Preservation”); and County Administrative Manual, Section 1.500 (Records Retention Schedules).

Government Code sections 26205 and 26205.1 allows the Board of Supervisors, at the request of a department head, to authorize the destruction of any official record that is not expressly required to be filed and preserved if the official record is electronically recorded on a trusted system that does not permit modifications, alterations, or deletion of the original record images during the record’s applicable retention period, is produced in compliance with Government Code section 12168.7, and 2 CCR 22620.1-22620.8, accurately reproduces the original record, and is conveniently accessible.

APPLICABILITY

This policy regarding trustworthy official electronic record preservation applies to all County departments that:

1. Create or store electronic documents as the official records of the County;
2. Intend on destroying the original hardcopy and maintaining the electronic documents as the official records of the County; or
3. Maintain electronically originated documents as the official records of the County.

All such departments shall comply with this policy and implement or exceed the minimum standards established herein.

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DEFINITIONS

As used in this Policy, the following definitions shall apply:

1. “AIIM” means the Association for Information and Image Management.

2. “AIIM ARP1-2009” refers to the AIIM ARP1-2009 Analysis, Selection, and Implementation of Electronic Document Management Systems approved on June 5, 2009. AIIM ARP1-2009 may be downloaded directly from AIIM at www.aiim.org/standards, or from the California Secretary of State at <https://www.sos.ca.gov/administration/regulations/current-regulations/technology/trustworthy-electronic-document-or-record-preservation/>.

3. “ANSI” means the American National Standards Institute

4. “CCR” means California Code of Regulations.

5. EDMS means Electronic Document Management System, and includes, but is not limited to, the following electronic technologies:
 - a. Document imaging technologies that are used to convert hardcopy into electronic format;

 - b. Document or library services technologies that are used to manage electronically originated documents;

 - c. Business process management or workflow technologies that are used to automate work processes including the creation, routing, tracking, and management of information being processed;

 - d. Enterprise report management technologies that are used to store electronic formatted reports;

 - e. Forms processing technologies that are used to incorporate interactive forms and manage related forms data;

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- f. Optical character recognition or intelligent character recognition technologies; and
 - g. Various applications also considered as add-ons such as records management applications, legacy systems, and integration tools.
6. “Electronically originated documents” includes any document or record created without first having originated in hardcopy format. It includes all documents or records generated through electronic submissions.
 7. “Electronic documents” means electronically originated documents or hardcopy documents or records that have been scanned or otherwise converted into electronic format.
 8. “Official records” shall include official documents or official records that are: (i) defined as such in applicable statutes and in the business practices of County departments that are responsible for retaining said documents or records; (ii) identified in County Administrative Manual, Section 1.500 (Records Retention Schedules); or (iii) identified in the Board of Supervisors’ approved departmental records retention schedules.
 9. “Official electronic records” are electronic documents that are created or stored by County departments as the official records of the County.
 10. “PDF/A” means Portable Document Format/Archive, which is an electronic file format whereby documents are self-contained allowing them to be reproduced with all of the document coding embedded within the file.
 11. “TIFF” means Tagged Image File Format.
 12. “Trusted System” means a combination of techniques, policies, and procedures for which there is no plausible scenario in which a document retrieved from or reproduced by the system could differ substantially from the document that is originally stored and is further defined in Section 5.3.3 of AIIM ARP1-2009.

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13. “Trusted system requirements” means the following requirements:

- a. Government Code sections 25105, 26205, 26205.1, 26205.5, 26907, 27001, and 27322.2 and Welfare & Institutions Code section 10851, as applicable.
- b. Government Code section 12168.7, including but not limited to the minimum standards or guidelines, or both, as recommended by the American National Standards Institute or AIIM for recording of permanent records or nonpermanent records.
- c. State of California Title 2, Division 7, Chapter 15 Sections 22620.1 through 22620.8 “Trustworthy Electronic Document or Record Preservation.”
- d. The following sections of AIIM ARP1-2009:
 - (i) Section 5.3.3 – Trusted system and legal considerations;
 - (ii) Section 5.4.1.4 – Image formats;
 - (iii) Section 5.4.2.4 – Document image compression;
 - (iv) Section 6.2 – Recommended project steps; and
 - (v) Section 6.17 – Business practices documentation.
- e. The concepts contained in International Organization for Standardization 15801 on Electronic Imaging – Information stored electronically – Recommendations for trustworthiness and reliability.

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POLICY AND PROCEDURES

A. Responsibility of Department Heads

It is the responsibility of department heads to determine if their departmental documents are required to be stored in a trusted system pursuant to all applicable present and future federal laws, state laws, local laws, codes, rules, policies, regulations, and/or orders and that the departmental policy/procedures are in compliance with the trusted system requirements.

For purpose of this policy, “trusted system” means a combination of techniques, policies, and procedures for which there is no plausible scenario in which a document retrieved from or reproduced by the trusted system could differ substantially from the document that is originally stored and is further defined in Section 5.3.3 of AIIM ARP1-2009.

B. Prohibited Destruction of Certain Official Records

Departments shall not destroy: (i) official records that are expressly required by law to be filed and preserved; and/or (ii) official records that are required by law to be retained in hardcopy format. This policy shall not be construed to allow a department to maintain such official records electronically in place of the original hardcopy.

C. Official Record Storage Using Electronic Technologies

1. Electronic Document Management System

Electronic Document Management System (“EDMS”) means any electronic technology implemented to create, store, manage, and/or reproduce official electronic records, and includes, without limitations, the electronic technologies identified in the definitions section item 5. of this policy.

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2. Implementation of New EDMS

A department that implements a new Electronic Document Management System on or after the effective date of this policy must:

- a. Ensure its EDMS is designed in accordance with Section 6.2 of AIIM ARP1-2009;
- b. Comply with this policy; and
- c. Secure the pre-approval of the Chief Information Officer and County Counsel.

D. Departmental Compliance

1. Trusted System Requirements

A department that maintains official electronic records must:

- a. Ensure the EDMS is a trusted system that does not permit additions, deletions, or changes to the original official records.
- b. Produce the official electronic records in compliance with the trusted system requirements, as defined in the definitions section item 13. of this policy.
- c. Use EDMS technology that accurately reproduces the original official records in all details and does not permit modification, alteration, or deletion of the original official record images.
- d. Ensure that the official electronic records in the EDMS are conveniently accessible and ensure provisioning is made for preserving, examining, and using such records for the duration of the records' applicable retention period.
- e. Separately maintain a duplicate copy of the official electronic records contained in the EDMS that does not permit modification, alteration, or deletion of the original record images for the

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duration of the records' applicable retention period.

2. Additional Requirements Pursuant to Other Applicable Law

If the official records and/or official electronic records of the department are subject to additional requirements pursuant to other applicable laws, the department must ensure compliance with such additional requirements.

E. Procedural Standards for Official Electronic Records

1. Business Practices Procedures

- a. The department must develop and implement departmental procedures documenting its business practices on the creation, management, and storage of official electronic records in a trusted system that are consistent with this policy, 2 CCR 22620.5 Business Practice Documentation, and in conformance with Section 6.17 of AIIM ARP1-2009.
- b. Before implementing its documents into an EDMS, the department must prepare its business practices and procedures for a trusted system. Such business practices and procedures shall include, at a minimum, the following information:
 - (i) Description of how original hardcopy of official records will be scanned, indexed, and verified;
 - (ii) If applicable, description of how electronically originated official records will be captured, indexed, and verified;
 - (iii) Description of how the EDMS will be secured from unauthorized access;
 - (iv) Description of how official electronic records will be secured from unauthorized modification, alteration, or deletion;
 - (v) Description of how authorized modification of official electronic records will be

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managed, including audit trail information and ability to retrieve any previous version required to be maintained;

- (vi) Description of how notes and annotations (if any) will be stored and managed, if they are part of the official electronic records;
 - (vii) Description of how this policy and the departmental practices and procedures for a trusted system will be followed;
 - (viii) Description of how the EDMS will adhere to County Administrative Manual, Section 1.500 (Records Retention Schedules);
 - (ix) Description of how functional roles of departmental personnel are separated to ensure compliance and a regular review for errors; and
 - (x) Description of how department will rectify any non-compliance or errors.
- c. The department must update its departmental procedures on trusted system to reflect any modifications of its EDMS. Such departmental procedures, when updated, must clearly state when the modifications took effect and what areas were affected.
- d. The department shall require all personnel using County EDMS to follow this policy and its departmental practices and procedures for a trusted system.
- e. For all financial documents the Auditor-Controller’s Office must approve the departmental procedures, and all future updates, on the trusted system prior to implementation

2. Quality Control for Scanning and Indexing

To ensure quality control for scanning and indexing official records, the department shall require all personnel performing scanning and indexing to:

- a. Check and validate the complete scanning and indexing process;

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- b. Facilitate the re-scanning and indexing process;
- c. Verify readability of each page or each document;
- d. Verify proper indexing of each document;
- e. Verify accurate page counts for each document; and
- f. Verify search and access success for each batch or individual scan.

3. Quality Control for Electronically Originated Official Records

To ensure quality control for electronically originated official records, the department shall require all personnel performing indexing to:

- a. Check and validate the complete indexing process;
- b. Facilitate the re-indexing process;
- c. Verify the proper indexing (accuracy) of each record; and
- d. Verify search and access success for each batch or individual scan.

4. Departmental Records Retention Schedule Requirement

The department must evaluate its current recordkeeping and records retention as follows:

- a. Conduct an inventory of the official records of each division and section;
- b. Identify all disposable official records pursuant to the applicable records retention schedules;

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- c. Identify all official records to be retained pursuant to the applicable records retention schedules; and
- d. Destroy any backlog of outdated non-records, as allowed by applicable records retention schedules.

Unless all official records of the department are subject to County Administrative Manual, Section 1.500 (Records Retention Schedules), the department must secure the Board of Supervisor’s approval of its Departmental Records Retention Schedule.

5. Accessibility of Official Electronic Records

- a. Official electronic records are subject to the records’ applicable retention periods as provided in the County Administrative Manual, Section 1.500 (Records Retention Schedules), or the Board-approved Departmental Records Retention Schedule.
- b. The department must ensure that official electronic records maintained in an EDMS remain conveniently accessible during the records’ applicable retention period.

6. Suspending Deletion of Official Electronic Records

Official electronic records that are scheduled to be deleted pursuant to the records’ retention period shall be suspended by the department if:

- a. The department receives notice of pending litigation, reasonably anticipated litigation, an audit, or records request prior to the expiration of such records’ retention period; and
- b. Such official electronic records are relevant to the litigation, audit, or records request.

The deletion of such official electronic records will be suspended until the final resolution of the litigation, audit, and/or records request.

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F. Technology Standards for Official Electronic Records

1. Two Separate Official Electronic Records

The department must ensure at least two (2) separate official electronic records are created that meets all of the conditions of a trusted system as required by 2 CCR 22620.7 Trusted Storage of Official Electronic Documents or Records and as identified in Section 5.3.3 of AIIM ARP1-2009, including:

- a. *Prevent Unauthorized Modification.* The EDMS must utilize both hardware and media storage methodologies to prevent unauthorized additions, modifications, or deletions during the official electronic record’s retention period.
- b. *Verifiable Through Independent Audit.* The EDMS must be verifiable through independent audit processes ensuring that there is no plausible way for the official electronic record to be modified, altered, or deleted during such record’s retention period.
- c. *Stored in a Safe and Separate Location.* The EDMS must write at least one copy of the official electronic record into electronic media that does not permit unauthorized additions, deletions, or changes to the original and that is stored and maintained in a safe and separate location.

The department must ensure every official electronic record maintained in the County EDMS is considered to be a true and accurate copy of the original information received.

2. Image File Formats for Converted Official Records

- a. The department must comply with 2 CCR 22620.8 Electronic File Format for Preservation of Converted Official Documents or Records, and use industry standard (non-proprietary) image file formats for all official records that are scanned or otherwise converted into electronic format.
 - (i) Current industry standard image file formats include JPEG, JBIG, JPEG 2000, PDF/A or TIFF, under certain conditions detailed in subsection c. below.

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- b. If PDF/A is chosen as the image file format for long-term storage of official electronic records, the department should follow “ANSI/AIIM/CGATS/ISO 19005-1:2005, Document Management – Electronic Document File Format for Long-Term Preservation - Part 1 Use of PDF 1.4 (PDF/A-1),” approved as ANSI Standards on June 15, 2008.
- c. The use of TIFF is only permissible within existing EDMS, as defined in Section C.2. of this policy. Departments that use TIFF image file format must comply with all of the following conditions:
 - (i) Exercise caution when using TIFF and resolve all risks and problems associated with TIFF, including those identified in Section 5.4.1.4 of AIIM ARP1-2009 and specific to its EDMS.
 - (ii) Ensure compensating controls are in place to maintain a trusted system, and fully document:
 - (1) The structures, color maps and compensation methods to ensure the TIFF file created is accurate; and
 - (2) All compensating controls that secure the TIFF file from unauthorized modification or deletion.
- d. The use of any other image file format not specified herein is prohibited, unless the department obtains the vendor’s certification pursuant to Section F.7. of this policy that such image file format is industry standard (non-proprietary) and complies with Section 5.4.1.4 of AIIM ARP1-2009 or as subsequently amended.

3. Document Image Compression

The department must comply with 2 CCR 22620.6 Electronic File Compression, and use image compression/decompression that supports ITU Group 4, LZW, JPEG, JPEG 2000, or JBIG. The use of any other image compression technology not specified herein is prohibited, unless the department obtains the vendor’s certification pursuant to Section F.7. of this policy that such technology:

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- a. Supports output format standards with no proprietary alterations of the algorithms;
- b. Does not include extraneous information unsupported by relevant industry standards; and
- c. Complies with Section 5.4.2.4 of AIIM ARP1-2009.

4. Image Quality Requirement

The department must use at least the minimum scanning resolution of 300 dots per inch (dpi) to ensure image quality for official electronic records.

5. Sufficient Data Storage Capacity

The department must ensure the data storage capacity of the EDMS is sufficient for accurate reproduction of the official electronic records.

6. Data Migration

Prior to the implementation of data migration, the department with County Information Technology (IT) involvement, must create a specific migration plan to integrate official electronic records from older to newer hardware and software platforms to ensure proper integration without adversely affecting the official electronic records managed by the older EDMS technology.

7. Vendor Certification

Department must obtain the vendor's written certification that its technology is in compliance with the applicable technology standards of Section F. of this policy. A copy of this certification must be provided to the Information Technology Department as part of the assessment process. This includes any software solutions that retain records/documents and is considered the official repository for those records/documents.

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G. Conditions for Destruction of Official Records

Department heads with custody of departmental official records may cause the original hardcopy of such official records to be destroyed and may maintain such official records electronically only if all of the following conditions are satisfied:

1. Destruction Is Not Prohibited by Law

The official records are not expressly required by law to be filed and preserved, and/or required by law to be retained in hardcopy format.

2. Process/ Procedures

- a. At least two (2) separate official electronic records are created in the EDMS meeting all of the conditions of a trusted system; and
- b. The official electronic records maintained are considered to be true and accurate copies of the original information received.

3. Department Head Ensures Compliance

The department head shall ensure departmental compliance with the trusted system requirements; this policy; the departmental procedures on trusted system; and County Administrative Manual, Section 1.500 (Records Retention Schedules).

4. Departmental Records Retention Schedule

The department head shall ensure that the Departmental Records Retention Schedule is current and approved by the Board of Supervisors.

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5. Board Approval and Resolution

The department head shall have secured the Board of Supervisors’ approval and a resolution adopted by the Board of Supervisors pursuant to Government Code section 26205.1(a) authorizing the department head to destroy the original hardcopy and maintain the official records electronically in the EDMS.

The conditions set forth in Paragraphs 1 through 4 above must first be satisfied before the department head may secure the necessary approval and resolution from the Board of Supervisors pursuant to Paragraph 5.

RESPONSIBLE DEPARTMENTS

Information Technology
County Counsel
County Administrative Office

REFERENCES

COUNTY OF SHASTA		Number
ADMINISTRATIVE MANUAL		5-105
SECTION:	Purchasing	Function of the Purchasing Agent
INITIAL ISSUE DATE:	February 13, 1990	
LATEST REVISION DATE:	October 5, 1993	
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See Ordinance Code Section 3.04.010-3.04.120 for information relating to the duties and functions of the County Purchasing Agent.

REFERENCES

Board Policy No. 93-9--10/5/93

COUNTY OF SHASTA		Number
ADMINISTRATIVE MANUAL		5-107
SECTION:	Purchasing	Authorization for the Department of General Services of the State of California to Purchase Certain Items on Behalf of Shasta County
INITIAL ISSUE DATE:	February 13, 1990	
LATEST REVISION DATE:	July 13, 2012	
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PURPOSE

To state the Board of Supervisors' policy regarding certain purchases by the State of California on behalf of the County.

BACKGROUND

The Shasta County Board of Supervisors has previously authorized the purchase of various supplies and equipment from the State of California at the lowest possible cost. This procedure has been satisfactory and the County has subsequently followed this procedure whenever the State Procurement Officer has made it available. The County has need from time to time for numerous items available through the State of California at considerable savings.

POLICY

The Board of Supervisors authorizes the Office of Procurement, Department of General Services of the State of California, to purchase various supplies and equipment, as requested by the Shasta County Purchasing Agent pursuant to Section 14814 of the Government Code. The County Director of Support Services or designee is authorized and directed to sign and deliver all requests and related documents necessary to effectuate this policy for and on behalf of the County of Shasta.

SUNSET DATE

This policy shall remain in effect for each fiscal year with July 1-resolution resubmittals to the State of California Department of General Services.

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RESPONSIBLE DEPARTMENTS

Support Services -- Purchasing

REFERENCES

Administrative Update--07/13/2012
 BOS Policy Resolution No. 2001-10--8/14/01 (Amended)
 BOS Policy Resolution No. 93-9--10/5/93
 BOS Policy Resolution No. 89-6--9/26/89 (Superseded)
 Government Code Section 14814

COUNTY OF SHASTA		Number
ADMINISTRATIVE MANUAL		5-201
SECTION:	Purchasing	Disposition of Surplus Property
INITIAL ISSUE DATE:	June 28, 2011	
LATEST REVISION DATE:	March 19, 2013	
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PURPOSE

To establish a procedure for the County for disposing of surplus property.

POLICY

Subject to certain exceptions explained below, it is the policy of the Board of Supervisors that personal property of the County that is not required for the County's use (i.e., "surplus property") will be sold or leased at public auction to the highest bidder. Purchasing is in charge of arranging for the auctioning of surplus property.

Notwithstanding this policy, Purchasing may dispose of any surplus vehicle (including an automobile, truck, heavy equipment, or boat) which it estimates has a value of \$10,000 or less, and other personal property which it estimates has a value of \$6,000 or less, either by auction or by direct sale, lease, or trade, or by discarding valueless items. However, the Board of Supervisors must specifically approve the disposal of articles of furniture manufactured before 1940, as well as the disposal of other surplus property items exceeding the amounts noted above.

When purchasing personal property for which formal bidding is not required, the purchasing agent must endeavor to secure a trade-in allowance for any surplus property which is being replaced which has a scrap value of less than \$10,000 (Government Code, section 25503; Shasta County Code, section 3.40.010).

By a four-fifths vote, the Board of Supervisors may donate surplus property to certain public entities. Notice must be published in the newspaper at least one week before the donation takes place (Government Code, section 25365). County property (even if surplus property) may not be donated to individuals or businesses (even non-profit, charitable organizations). However, surplus property may be loaned or leased at nominal cost to persons or entities not listed in section 25365 of the Government Code when to do so would be in the public interest; those loan agreements or leases, approved as to form by County Counsel, may be executed by the County Executive Officer (CEO).

With the approval of the Sheriff, K-9 officers (canine/s), who will be retired from service, may be offered for sale to their handler, or the handler's family if the handler is deceased at the time of canine's retirement, for the nominal sum of \$1.00. The person taking ownership of the retired canine shall enter into a "Canine Retirement Agreement" with the County for the purpose of relinquishing the County of further title, ownership, and liability. The Canine Retirement Agreement is to be approved as to form by County Counsel, approved by Risk Management, and approved by the County Executive Officer (or

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his/her designee) in his or her capacity as purchasing agent and will comply with Administrative Policy [6-101](#).

This Chapter does not apply to the Sheriff's disposition of unclaimed or found property pursuant to Civil Code sections 2080-2080.10 or the disposition of property obtained through judicially ordered asset forfeitures.

All computer equipment must be surplussed through the Information Technology Department.

Procedures for the disposition of capital assets.

A department head who wishes to dispose of a *capital asset* that is obsolete or no longer needed should send a memo or e-mail to all other department heads advising of its availability. If another department wants that capital asset, the originating department must:

- Fill out and sign a capital asset transaction form;
- Arrange delivery of the item to the receiving department (the Purchasing Division maintains a list of movers on contract with the County);
- Have the receiving department head sign the form upon receipt of the item; and
- Forward the original signed capital asset transaction form to the Auditor-Controller.

A copy of the capital asset transaction form must be retained on file by the originating and receiving departments.

If no other department is interested in taking possession of the capital asset, the originating department should fill out a capital asset transaction form indicating that the asset will be auctioned, and forward the form to the Purchasing Division. The originating department should remove all metal County ID tags and affix the tags to the capital asset transaction form. If the Purchasing Division determines that the capital asset is valueless, it may authorize the destruction of the item, allow the item to be dismantled for parts, or authorize the disposal of the item in any other manner deemed appropriate.

The manner of disposition must be indicated on the capital asset transaction form. The transaction form must be signed by the department head (or the authorized designee) of the transferring department. If the item is auctioned, the transaction form will be signed by the designated employee of the auction company. If the Purchasing Division determines the item is valueless, the designated employee of the Purchasing Division will sign the form after the department head and forward it to the Auditor-Controller for further processing.

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If the capital asset is sold, the Purchasing Agent will deposit the proceeds with the County Treasurer. A copy of the sales receipt must accompany the deposit. Unless directed by the Board of Supervisors, the proceeds will be credited to the budget of the originating department.

On the original (white copy) of the capital asset transaction form, the Purchasing Division will note the date of sale, reference the deposit permit number, and instruct the Auditor-Controller's office to remove the item from the County inventory.

If a department head finds that a capital asset has been lost or destroyed (except when destroyed with the authorization of the Purchasing Division), the department head must seek relief of accountability from the Board of Supervisors for that capital asset.

After the Board of Supervisors has taken action to relieve a department head of accountability, the department must complete a capital asset transaction form indicating that the item should be deleted from the County's inventory. A copy of the Board's action (a minute order or a copy of the summary of action) should be attached to the transaction form when it is forwarded to the Auditor-Controller's office.

Procedures for the disposition of other personal property.

Like capital assets, non-capital assets may be disposed of by transfer to another department. The department should send a memo or e-mail message to other departments advising of the availability of the item.

If no other County department is interested in the item, the department should advise the Purchasing Division of its need to dispose of the item. The item will be posted on the County intranet system's "electronic surplus center" so that departments may see a list of what surplus property is available and make arrangements to transfer possession of the item. If no other department takes possession of the item within a reasonable period of time, the Purchasing Division will sell the item by direct sale or arrange to have it auctioned.

All items of personal property which had any significant value at the time of acquisition, even if that value was below \$5,000 (the current capital asset limit), must be accounted for by the department head who has possession of them. Each department should keep its own inventory of personal property items, other than routine supplies or capital assets (the Auditor-Controller maintains the inventory of capital assets). The department's inventory should describe each item and if the item is no longer in the department's possession, the disposal date and method of disposal. All records of transactions involving

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an item that has been transferred, sold, discarded, or otherwise disposed of should be kept on file for five years after disposition.

Only the Board of Supervisors or the Purchasing Agent (the County Executive Officer or Purchasing Staff) have the authority to determine that an item of personal property (other than routine supplies) has no value and should be disposed of. Department heads should contact Purchasing before throwing away any capital asset or any other item which originally had significant value.

Limits on purchases by persons affiliated with the County or the sale.

The following County employees, officials, and officers may not bid on or purchase items at any sale or auction of County surplus property:

- Members of the Board of Supervisors;
- County Executive Officer and staff;
- The Purchasing Agent, including Purchasing Staff;
- Anyone associated with the preparation or set-up of the auction or sale;
- Anyone working at the auction or sale; and
- Any County employee, officer, or official who has used, operated, or maintained the piece of equipment which is for sale.

Computer-related equipment may not be purchased by any employee of the Information Technology Department. Further, any employee of another department who acts as information technology staff for that department, or who helped decide which computer equipment to surplus, may not purchase any computer equipment at a County auction or sale.

RESPONSIBLE DEPARTMENTS

Support Services -- Purchasing

REFERENCES

- BOS Policy Resolution No. 2013-01--3/19/13 (Amended)
- Administrative Update--03/12/13
- Administrative Update--07/13/12
- BOS Policy Resolution No. 2011-06--6/28/11 (Removed from Policy 6-101; effective 7/1/11)

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ADMINISTRATIVE MANUAL		5-203
SECTION:	Purchasing	Bidding and Purchasing Limitations for County Employees, Officers, and Officials at County Auctions and Sales
INITIAL ISSUE DATE:	February 13, 1990	
LATEST REVISION DATE:	July 13, 2012	
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PURPOSE

To clarify limitations regarding purchases by County employees, officers, and officials at sales or surplus auctions conducted or sponsored by the County.

DEFINITION

“County Auction” as that term is used in this policy means any sale of personal property, whether or not owned by the County, or surplus auction conducted by or on behalf of the County or sponsored by the County.

POLICY

The following employees, officials, and officers shall not bid upon or purchase any item at any County Auction:

1. Members of the Board of Supervisors
2. County Administrative Office staff
3. Purchasing Agent and Surplus Property Officer
4. Anyone associated with the preparation or set up of a County Auction.
5. Anyone working at a County Auction.

Other County employees, officials, and officers may bid upon or purchase items at a County Auction, except that they may not bid upon or purchase any item they used, operated, or maintained in the course of their employment. Any County employee, official, or officer whose job involves deciding whether to surplus County personal property or who sets the price for that property may not bid upon or purchase any items sent to the County Auction by his or her department. Employees whose job specifications require them to purchase or maintain computers may not bid upon or purchase computers or related equipment at any County Auction.

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RESPONSIBLE DEPARTMENTS

Support Services -- Purchasing

REFERENCES

- Administrative Update--07/13/2012
- BOS Policy Resolution No. 2008-02--3/4/08 (Amended)
- BOS Policy Resolution No. 2004-4--7/27/04 (Amended)
- BOS Policy Resolution No. 2001-10--8/14/01 (Amended)
- BOS Policy Resolution No. 93-5--6/1/93 (Amended)
- BOS Policy Resolution No. 85-115 or (No. 7-6)--5/7/85 (Valid)

COUNTY OF SHASTA		Number
ADMINISTRATIVE MANUAL		5-205
SECTION:	Purchasing	Food Reimbursement Policy
INITIAL ISSUE DATE:	February 14, 1995	
LATEST REVISION DATE:	July 13, 2012	
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PURPOSE

To establish a policy to govern reimbursement for payment for food and beverages consumed by County employees during the course of meetings, trainings, or other Department- or County-sponsored employee functions.

BACKGROUND

This policy establishes guidelines for the payment of food and beverages that are consumed by County employees at Department- or County-sponsored training sessions, meetings, or other work-related functions during breaks where it is impractical for employees to leave the training site to purchase such food and beverages at other locations. This policy is intended to cover the cost of break-time refreshments such as beverages and snacks (pastries, rolls, bagels, or other similar items) for such events but is not intended to provide refreshments for regular staff meetings. The policies for meal reimbursements for employees are not covered under this policy but are included in Chapter 21 of the Personnel Rules. Meal or food expenditures for other types of functions or where food or meals are provided to other than County employees need Board approval.

POLICY/PROCEDURE

The Board of Supervisors adopts the following policy:

Whenever a Department- or County-sponsored training session, meeting, or other work-related function is held in which County employees attend, the Department Head is authorized to provide refreshments, such as beverages and snacks, to be consumed by County staff during breaks. The Department Head is authorized to pay for such expenses from petty cash or the food account in the budget of the department. Such expenses shall not exceed \$250.00.

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INITIAL ISSUE DATE:	February 14, 1995	
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RESPONSIBLE DEPARTMENTS

Support Services -- Personnel

REFERENCES

- Administrative Update--07/13/2012
- BOS Policy Resolution No. 2008-02--3/4/08 (Renumbered from 8-300 to 5-205)
- BOS Policy Resolution No. 2002-2--5/7/02 (Amended)
- BOS Policy Resolution No. 2001-10--8/14/01 (Amended)
- BOS Policy Resolution No. 99-1--2/16/99 (Amended)
- BOS Policy Resolution No. 95-3--2/14/95

COUNTY OF SHASTA		Number
ADMINISTRATIVE MANUAL		6-101
SECTION:	Contracts	Shasta County Contracts Manual
INITIAL ISSUE DATE:	July 23, 1991	
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The Board of Supervisors has adopted the accompanying document, the *Shasta County Contracts Manual* (Manual), for use by County staff.

The Manual was formerly referred to as Policy 5-101, *Purchasing, Leasing and Contracting Policies and Procedures*. In 2003, it was amended to incorporate Policy 6-101, *Delegation of Contract Authority*, and Policy 3-201, *Insurance Requirements for Contractors and County-Funded Entities*, and to make other changes, and was renamed and given a new policy number. At that time, Policy 6-101, *Delegation of Contract Authority*, was repealed and readopted, and Policy 3-301, *Insurance Requirements for Contractors and County-Funded Entities*, was repealed. In 2008, Policy 5-305, *Contracts to Provide Work to Private Companies and Government Entities by the Opportunity Center*, was repealed, and its text was inserted into the Manual. In 2011, Chapter 7, Section 7.7, *Waivers of Liability*, was moved to Policy 3-205; Chapter 8, *Disposition of Surplus Property*, was moved to Policy 5-201; and Chapter 9, *Acceptance of Donations*, was moved to Policy 2-401.

RESPONSIBLE DEPARTMENTS

County Counsel
County Administrative Office

REFERENCES (Policy 6-101, Shasta County Contracts Manual)

BOS Policy Resolution No. 2022-08 – 09/13/22 (Amended)
 BOS Policy Resolution No. 2021-05 – 12/14/21 (Amended)
 BOS Policy Resolution No. 2020-01 – 8/18/20 (Amended)
 Administrative Update – 10/21/19 (non-substantive changes)
 Administrative Update – 8/16/19 (real property lease agreement template section 6.3.3 and personal services agreement template section 10.B)
 BOS Policy Resolution No. 2018-05—12/11/18 (Amended)
 BOS Policy Resolution No. 2017-02—10/3/2017 (Amended)
 Administrative Update 07/12/17 (non-substantive changes)
 Administrative Update 05/22/17 (personal services agreement template)
 Administrative Update--01/30/15 (indemnification/insurance coverage clauses)

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BOS Policy Resolution No. 2014-02--04/22/14 (Amended)
 BOS Policy Resolution No. 2013-05--08/27/13 (Amended)
 BOS Policy Resolution No. 2013-02--04/16/13 (Amended) (effective 07/01/13)
 Administrative Update--07/13/2012
 BOS Policy Resolution No. 2012-02--2/7/12 (Amended)
 BOS Policy Resolution No. 2011-09--10/11/11 (Amended)
 BOS Policy Resolution No. 2011-05--6/28/11 (Amended, effective 7/1/11)
 BOS Policy Resolution No. 2010-03--4/27/10 (Amended)
 BOS Policy Resolution No. 2008-03--3/4/08 (Amended)
 BOS Policy Resolution No. 2007-1--4/27/07 (Amended)
 BOS Policy Resolution No. 2006-1--5/2/06 (Amended)
 BOS Policy Resolution No. 2005-7--8/2/05 (Amended)
 BOS Policy Resolution No. 2004-4--7/27/04 (Amended)
 BOS Policy Resolution No. 2004-1--3/16/04 (Amended)
 BOS Policy Resolution No. 2003-3--11/25/03 (Repealed and readopted)

REFERENCES (Former Policy 5-101, Purchasing, Leasing and Contracting Policies and Procedures)

BOS Policy Resolution No. 2003-3--11/25/03 (Repealed)
 BOS Policy Resolution No. 2002-1--3/26/02 (Amended)
 BOS Policy Resolution No. 99-9--12/28/99 (Amended)
 BOS Policy Resolution No. 99-2--3/2/99 (Amended)
 BOS Policy Resolution No. 96-6--8/6/96 (Amended)
 BOS Policy Resolution No. 95-8--7/25/95 (Amended)
 BOS Policy Resolution No. 95-4--3/14/95 (Amended)
 BOS Policy Resolution No. 94-7--8/2/94
 BOS Policy Resolution No. 93-9--10/5/93 (Repealed by Policy Resolution No. 94-7)

REFERENCES (Former Policy 3-201, *Insurance Requirements for Contractors and County-Funded Entities*)

BOS Policy Resolution No. 2003-3--11/25/03 (Repealed)
 BOS Policy Resolution No. 2001-13--8/14/01 (Amended)

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BOS Policy Resolution No. 98-6--12/29/98 (Amended)
Board Action--4/10/90
BOS Policy Resolution No. 90-3--2/13/90 (Amended)
Risk Management Policy No. 8-1--11/1/85 (Amended 2/13/90)

REFERENCES (Former Policy 6-101, *Delegation of Contract Authority*)

BOS Policy Resolution No. 2003-3--11/25/03 (Repealed and readopted)
BOS Policy Resolution No. 2001-12--8/14/01 (Amended)
BOS Policy Resolution No. 96-6--8/06/96 (Amended)
BOS Policy Resolution No. 93-5--6/01/93 (Amended)
BOS Policy Resolution No. 91-6--7/23/91

REFERENCES (Former Policy 5-305, *Contracts to Provide Work to Private Companies and Government Entities by the Opportunity Center*)

BOS Policy Resolution 2008-02--3/4/08 (Repealed)N0. 2022-xx – x/x/2022
BOS Policy Resolution No. 2004-4--7/27/04 (Amended)
BOS Policy Resolution No. 2001-10--8/14/01 (Amended)
BOS Policy Resolution No. 1-58--1/7/85

SHASTA COUNTY

CONTRACTS MANUAL
(Including Policies and Procedures for
Leasing and Purchasing)



Administrative Policy 6-101
Effective September 13, 2022

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Chapter 1.0 GENERAL PROVISIONS

Section 1.1 Purpose of these policies and procedures

This Contracts Manual (Manual)* is a compilation of the policies and procedures to be followed when County department or agency heads or managers obtain personal services by agreement or contract;** purchase materials, equipment, supplies or furnishings; lease or rent buildings, office or storage space or equipment; perform minor remodeling or repair projects; or enter into public works contracts.

This Manual applies to all entities of which the Board of Supervisors is the governing body (for example, the IHSS Public Authority and Air Pollution Control Board).

This Manual prescribes who (either the department head or the County Executive Officer/Purchasing Agent) has been delegated by the Board of Supervisors the authority to undertake the tasks identified in this Manual and under what circumstances that authority may be exercised.***

Included as attachments to this Manual are a Real Property Lease Agreement (**ATTACHMENT A**), a Personal Services Agreement (**ATTACHMENT B**), a Withholding Waiver Request Form (**ATTACHMENT C**), an Addendum to Contract/Agreement (HIPAA Business Associate Agreement) (**ATTACHMENT D**), a Sample Agreement Amendment (**ATTACHMENT E**), a Public Works Construction Contract (**ATTACHMENT F**), a Hold

* This Manual was first adopted in 1991, and has been revised nearly every year thereafter. In 2003, it was revised to combine three policies, former Policies 5-101, *Purchasing, Leasing, and Contracting Policies and Procedures*; 6-101, *Delegation of Contract Authority*; and 3-201, *Insurance Requirements for Contractors and County-Funded Entities*. This Manual is posted on the County's Intranet. The reader should refer to the County's Intranet for the latest revision.

** For the purposes of this Manual, the terms "agreement" and "contract" are synonymous and may be used interchangeably. As a general rule, however, "agreement" will refer to personal services and "contract" will refer to purchases or public works construction projects.

*** The County Executive Officer (CEO) is the County's Purchasing Agent. Unless otherwise indicated, wherever the term "Purchasing Agent" is used in this Manual, it refers to the CEO and to the staff of the Department of Support Services, Purchasing Division, (who act as Deputy Purchasing Agents). The term "department" includes all County agencies, branches, and departments. The term "department head" includes an agency director, a branch director, and an assistant or deputy agency or department head.

Harmless Addendum (ATTACHMENT G), and a Request for Personal Services Agreement Review/Approval (ATTACHMENT H).

1.2 Sources of authority; priorities in case of conflict.

Pursuant to section 23500 of the Government Code, “[a] county may exercise its powers only through the board of supervisors or through agents and officers acting under authority of the board or authority conferred by law.” Thus, as a general rule, County officers and employees have only that contracting and purchasing authority expressly delegated to them by the Board of Supervisors, and if they act without that authority, they may be held personally liable for any monetary damages resulting from a transaction undertaken without such express delegation.

Throughout this Manual, reference will be made to state laws and County ordinances or resolutions. Should there be any conflict between this Manual and a state law or County ordinance or resolution, the state law, County ordinance, or County resolution will govern, in that order.

1.3 Policies and procedures that apply generally.

This section of the Manual describes the responsibilities and procedures that apply generally to contracts, including leases and contracts for the purchase of goods or equipment. In the event of a conflict between this section and another more specific provision of this Manual, the more specific provision should be followed.

1.3.1 Definition of a contract.

The Civil Code defines a contract as “an agreement to do or not to do a certain thing.” (Civil Code, section 1549) A contract gives rise to an obligation or legal duty, enforceable in an action at law. (Civil Code, sections 1427 & 1428) It sets forth terms, conditions, and a description of the work to be performed or things to be purchased.

A legally valid contract has four elements. “It is essential to the existence of a contract that there should be: (1) parties capable of contracting; (2) their consent; (3) a lawful object; and (4) a sufficient cause or consideration.” (Civil Code, section 1550)

Note that contracts may be titled “contract,” “agreement,” “grant agreement,”* “memorandum [or letter] of understanding (MOU or LOU),” or something similar. No matter what the document is called, if it includes the essential elements set forth in section 1550 of the

* See Administrative Policy 2-301, *Grants Policy*, which includes special procedures for processing grant applications and agreements.

Civil Code, it is a contract and if the proper procedures to enter into a contract have been followed, it constitutes a legally binding obligation of the County.

Unless otherwise specifically authorized by this Manual, **all** County contracts regardless of compensation amount must be in writing and signed on behalf of the County by the Board of Supervisors or by a County agent or officer delegated authority in writing by the Board of Supervisors. Oral contracts are not permitted.

1.3.2 Initiating contracts and amendments.

Contracts, including leases, are initiated by the department that requires the service, goods, office space, etc. Each department is responsible for making sure that all its contracts comply with applicable state and federal legal requirements (including, but not limited to, applicable grant requirements); comply with County ordinances, resolutions, policies, and procedures; and are based on sound business practices.

The department head is responsible for obtaining the proper signatures and for the administration of a County contract once it is signed. Given that the enforceability of an agreement executed electronically is fact specific, the CEO and Department Heads may electronically sign an agreement that does not contain the County's standard the California Uniform Electronic Transactions Act ("CUETA") language or substantially similar language provided County Counsel determines that execution of the document electronically complies with the CUETA, and Administrative Policy 4-204, *Acceptance and Use of Electronic Signatures and Digital Signatures*, is otherwise complied with. So long as one party, Shasta County, is located in California and the contract has a choice of law provision indicating that the interpretation of the contract is to be in accordance with California law (see Section 12.B. of the standard PSA), then our existing PSA language will suffice as to allow both parties to sign electronically.

The department head must also prepare and process any needed contract amendments and see to the termination of the contract in accordance with its terms in appropriate cases. See Sections 5.15 and 5.16, respectively, for more information about amending and terminating contracts.

1.3.3 Role of the County Counsel, County Executive Officer, Risk Manager, and Auditor-Controller.

Four County officials or their designees -- the County Counsel, the CEO, the Risk Manager,** and the Auditor-Controller -- will routinely play a role in the processing of County contracts.

With the exception of certain pre-approved standard contracts and other specified low-risk contracts identified in this Manual (see e.g., Section 5.6), all contracts must be reviewed and signed for approval as to form by County Counsel. Approval of a contract by County Counsel only means that it has been determined that the essential clauses are included and that the contract is legally enforceable. County Counsel approval as to form does not mean that the contract contains all clauses which may be advisable, that the language clearly expresses the intent of the parties, or that the best deal has been negotiated.

County Counsel provides legal advice to all County departments on contract procurement, negotiations, and drafting. For contracts already in effect, County Counsel may interpret language, provide advice in contract disputes, participate in dispute resolution procedures (such as mediation or arbitration), and litigate contract issues. Although there are charges for contract related services, County Counsel does not directly charge attorneys' fees to a particular department for those services so cost concerns should not impede a department's consultation with County Counsel. Further, this manual is not intended to be a substitute for consultation with the County Counsel's Office, as specific circumstances may require unique procedures or contract clauses.

County Counsel also develops standard form agreements or contract provisions for general use.

The CEO's role depends on the type of contract, the duration of the contract, and the amount of compensation. As discussed in Sections 5.6.1 and 6.2, the CEO, as the County's Purchasing Agent, may sign certain personal services agreements and public works construction contracts, as well as inter-department agreements. In addition, the CEO reviews all of the contracts which are submitted to the Board of Supervisors.

** As used in this policy, "Risk Manager" means that employee of the Department of Support Services or his/her designee who is assigned the responsibilities of the Risk Manager (or his/her delegee) as defined in state law and County ordinances, resolutions, and policies.

The Risk Manager (who manages the County's insurance program) must approve and sign all County contracts except those standard format contracts which department heads or the CEO can independently sign. However, the Risk Manager must approve and sign all contracts and amendments in which the standard insurance clause or indemnification clause is modified. (See Section 5.6.)

The Auditor-Controller may only pay claims related to: (1) expenditures that have been authorized by contract, ordinance, resolution, or order of the Board of Supervisors; (2) expenditures that have been authorized by Purchase Orders properly issued by the Purchasing Agent or the Board of Supervisors; (3) expenditures under any statute authorizing payment of public aid or assistance that have been ordered by the Board of Supervisors; (4) expenditures for charges incurred by the County pursuant to Government Code section 29600; and (5) refunds of unearned business license fees, permit fees, and similar fees authorized by the Board of Supervisors. (Government Code, section 29741.)

Therefore, all County contracts executed under delegated authority must be submitted to the Auditor-Controller prior to payment. The name and job description of any subordinate to whom the department head has delegated authority to execute contracts must be submitted in writing to the Auditor-Controller before the delegation is effective. That delegation remains in effect unless a written notice is submitted to the Auditor-Controller changing or rescinding the delegation or until the person to whom such authority has been delegated no longer holds the job classification specified in the delegation.

The County is also responsible for reporting to the State of California Employment Development Department certain information about payments made to sole proprietors. Copies of the reports must be provided to the Auditor-Controller. (See Section 5.13.)

1.3.4 Preference for competitive procurement.

When contracting for services, purchasing goods, or leasing or remodeling facilities, the County should always take steps to get the best price, as well as the most appropriate service, product, or facility (See Sections 2.7 and 5.3 for policies regarding competitive procurement).

The responsibility for obtaining the best terms (i.e., price, quantity, quality, warranty, delivery, setup, or training) is placed on the County employee charged with the negotiation process. That person will ordinarily be the department head or department contract administrator

(for personal services agreements and minor purchases), a member of the Purchasing Division staff (for major purchases and leases of personal property), or a member of the County Administrative Office staff (for leases of real property).

The best terms are usually achieved through competitive procurement practices. These practices range from rather simple efforts (such as calling three or four vendors to get the best price for a minor purchase), to issuing a Request for Proposals (RFP) or a Request for Quotes (RFQ) (for a major new program), or a Request for Bids (for the purchase of a major capital asset). A department head must be prepared to justify not using competitive procurement practices.

Note that a better price can usually be negotiated if the department does not reveal to a potential seller, contractor, or lessor information regarding the amount of money the department has available or is prepared to spend for the purchase, service, or lease. When the seller, contractor, or lessor is advised that comparison shopping will take place, a better price can often be obtained. A major point in the County's favor when negotiating prices is that the County is a good customer; it pays its bills on time, and is generally easy to work with.

See Section 2.7 regarding competitive procurement for purchases and Section 5.3 for competitive procurement for services.

Regardless of whether a competitive procurement is used to procure goods and services, it is the policy of the Board of Supervisors that such procurements should be economical and should not involve the using or expending of resources carelessly, extravagantly, or to no purpose.

It is never permissible to split a contract or project to evade bidding or other procurement requirements or compensation limits.

1.3.5 Negotiating and administering the contract.

Regardless of what type of purchase, service, or lease is contemplated, there are several basic concepts which should be kept in mind when negotiating a contract.

Before entering the market place, it is important to know with specificity what must be acquired or accomplished. Without a clearly defined need or objective, it is impossible to negotiate the best terms for the County. (See Section 5.3).

A purchase contract should include provisions describing how a product will perform, particularly if representations as to performance were made during negotiations. Terms that a seller is reluctant to put in writing may never be honored. Beware of the seller who is in too big

a hurry to close a deal. If something sounds too good to be true, it probably is. Ask for, and follow up on, references.

If the contract is for the purchase of equipment, or some other item of personal property, the department should insist that the vendor not waive or limit warranties, or limit the County's ability to recover damages. When the County is buying equipment -- a computer, a large printer, etc. -- the department's contract should require "acceptance testing" to demonstrate that the equipment works to the department's satisfaction. The contract should provide that if the item does not meet the department's standards for operation, the vendor will remove the equipment at the vendor's expense and return the entire purchase price.

The person negotiating the contract on behalf of the department should always advise the other party that the contract is subject to approval by the department head, County Counsel, the Risk Manager, the Chief Information Officer, the County Executive Officer, and/or the Board of Supervisors, as may be required, and is subject to the appropriation of funds by the Board of Supervisors. If County Counsel, Risk Manager, or Chief Information Officer approval is necessary, it should always be obtained **before** the contract is submitted to the vendor, consultant, or contractor for signature.

At the beginning of negotiations, the department should find out whether the other party is a corporation, a limited liability company (LLC), a partnership, someone "doing business as," an individual, or some other legal entity. If the other party is a corporation, an LLC, a partnership, or some such entity, the department should find out where its headquarters is located (is it in another state?) and verify that whomever is signing has the legal authority to negotiate on behalf of, and bind the company to, the contract (with respect to the authority to sign on behalf of a corporation, see Section 5.17, item <21>). The California Secretary of State's online business website is a good place to find out about a company, including whether it is authorized to do business in California.

One of the goals of contract negotiation is to assign the risk of failure, loss, or non-performance to the vendor, consultant, or contractor, since the vendor, consultant, or contractor is in control of production or retail distribution of the item, or provides the service. Risk is assigned by use of indemnity and insurance provisions. The department is responsible for ensuring that insurance policy endorsements or amendments, certificates of insurance, and bonds required by the contract are complete, received and remain in effect during the life of the contract. Insurance

policy endorsements or amendments, certificates of insurance, and bonds should have been received prior to the time the contract is to be executed by the County.

Contracts should be signed by the vendor, consultant, or contractor **before** being signed by the department head or the County Executive Officer, or submitted to the Board of Supervisors for approval and signature, as may be required. If approval and signature by the Board of Supervisors is required, the department must provide the Clerk of the Board of Supervisors with the appropriate number of originals of the contract signed by the vendor, consultant, or contractor (usually three originals, depending on the distribution requirements for the contract).

If a contract is signed by the Chairman or Vice-Chairman of the Board of Supervisors, one original will be kept by the Clerk of the Board. If a contract is signed by the CEO or a department head, the department will maintain the original in a manner prescribed by the Auditor Filing Standards and consistent with the department's records retention schedule. A scanned electronic copy of every signed contract will be entered by the department into the county financial management system.

The department is required to monitor the progress of the work or services to be provided, and the quality and functioning of purchased items. Monitoring the contract includes confirming compliance with any performance measures included in the contract and any grant requirements. Each department should devise and use an internal procedure, suited to the needs of the department, to continually monitor the progress of the work or services to be provided, the quality and functioning of purchased items, the amount of funds expended, and the renewal and expiration dates of all the department's contracts. Monitoring is necessary to assure performance as intended, to allow for timely contract amendment in response to unforeseen circumstances, to renew a contract (if renewal is not automatic), or to terminate the contract if necessary. Performance monitoring facilitates detection of problems at the earliest possible stage, prevents costly overruns and scheduling difficulties, and allows the department to identify and address unacceptable performance. The department must also monitor the vendor's, consultant's, or contractor's performance of all required services, whether bills should be paid or disputed, whether a formal evaluation of services should be made, whether services should be continued or stopped, whether a purchased item is functioning properly, and in what ways the terms of the contract (or subsequent contracts of a similar nature) can be improved.

Departments should start work on amendments or new contracts early enough to avoid lapses in service or the need to have retroactive contracts approved. (See Section 5.2 regarding retroactive contracts.)

1.3.6 Advance payments to contractors/consultants are discouraged.

A personal services agreement may provide for advance payments by the County to a consultant or contractor before the County obtains products or services only if the advance payments are first specifically approved by the Board of Supervisors or the County Executive Officer. Advance payments may not be authorized by department heads. State regulations may also limit cash advances for certain contracted services.

Advance payments are discouraged because of the potential for the consultant's, or contractor's default after receipt of the advance payment, but before the service is performed. Advance payments for services should only be made if such payments are essential for the implementation of a necessary program. If advance payments are appropriate, the total of advance payments should not be more than 25 percent of the total contract amount. In addition, each advance payment should be based on actual services to be rendered.

Any contract which includes an advance payment must include a clause in which the contracting party warrants that advance payments will be used only for providing services. The contract must also require the return of any unexpended advance payments should the contract be terminated. Furthermore, the contract must provide that any advance payment over \$10,000 is to be deposited in an interest-bearing account and that any interest earned is to be used to reduce the contract price; however, the Board of Supervisors may waive this requirement. If a contract with advance payment(s) requires approval by the Board of Supervisors, the Board Report must justify the need for the advance payment(s) and state the amount and timing of any advance payment.

The County Executive Officer, Auditor-Controller, or Risk Manager may condition an advance payment on the acquisition of performance and fidelity bonds naming the County as loss payee. Any such condition must be reflected in the language of the contract. The bonds must accompany the contract when it is delivered to the Board of Supervisors for its consideration or when it is delivered to the County Administrative Office, as applicable.

1.4 Agreements not covered by this Manual

Certain contracts are governed by state or federal law; those provisions of law prevail over this Manual. Further, agreements for legal brief printing, legal notices, road construction or maintenance work, insurance services, or reimbursement for ordinary travel expenses are not covered by this Manual. Court-ordered expenditures, and purchases from the Inmate Welfare Fund (maintained by the Sheriff’s Office) are not covered by this Manual. Agreements by the the Shasta Area Safety Communications Agency (SHASCOM), and the Shasta Interagency Narcotics Task Force (SINTF) are not covered by this Manual. Questions about agreements not covered in this Manual should be directed to County Counsel.

1.5 Chart: Determining the correct procedure for acquiring property or obtaining services.

The following chart indicates who is authorized to negotiate and sign the necessary documents for various kinds of contractual transactions and refers to the relevant provisions of this Manual (or to the Shasta County Code (SCC)) regarding the procedures that must be followed.

Because this chart indicates only basic information, the references should always be consulted to be sure that County procedure is followed.

Purpose	Monetary or Other Limitations	Who Has Authority	Reference
1. Buy routine materials, supplies, furnishings, or equipment	Items available from Blanket Purchase Order vendor.	Department orders directly from vendor, under the Blanket Purchase Order.	Manual Section 2.3
2. Buy materials, supplies, furnishings, or equipment	Each item or group of items costs \$3,000 or less. Items <u>not</u> available from Blanket Purchase Order vendor.	Department orders directly from vendor.	Manual Section 2.4
3. Buy materials, supplies, furnishings, or equipment	Items over \$3,000. Items not covered by Blanket Purchase Order.	Department sends Requisition to Purchasing, which issues Purchase Order to vendor.	Manual Section 2.5
4. Buy materials, supplies, furnishings, or equipment	When department wants assistance from Purchasing in locating best product at best price. No \$ limit.	Department sends Requisition to Purchasing, which orders item. Purchasing conducts formal bid if over \$25,000.	Manual Sections 2.1, 2.5, and 2.7

Purpose	Monetary or Other Limitations	Who Has Authority	Reference
5. Buy capital asset	Item costing \$5,000 or more (capital asset) which is budgeted.	Department sends Requisition to Purchasing, which conducts formal bidding if over \$25,000. Purchasing issues Purchase Order to vendor.	Manual Section 2.5
6. Buy computer hardware or software; obtain software license	<i>All</i> such purchases, regardless of price.	Requires IT advance approval every time. If \$3,000 or more, department sends Requisition to Purchasing. If under \$3,000, department makes direct purchase.	Manual Section 2.5.3
7. Lease or rent equipment (photocopiers, microfiche equipment, tools, vehicles, etc.)	<i>All</i> leases and rentals of equipment or other personal property (may include maintenance of the leased or rented item). Can be an aggregate lease.	Purchasing prepares, negotiates, and signs rental/lease agreements. CEO signs if aggregate leases. Goes to Board of Supervisors if over \$50,000 over the entire term.	Manual Chapter 3.0
8. Lease office or storage space or other real property for use by County	Rent does not exceed \$7,500/month and term, with any extensions including any hold over period, is no more than 5 years.	Property located by County Administrative Office staff. Lease approved by County Counsel and Risk Manager and signed by CEO.	Manual Chapter 4.0
9. Lease office or storage space or other real property for use by County	Rent exceeds \$7,500/month or term, with extensions, is more than 5 years.	Property located by County Administrative Office staff. Lease approved by County Counsel and Risk Manager and signed by Board of Supervisors.	Manual Chapter 4.0
10. Obtain equipment maintenance services (maintenance of photocopiers, typewriters, etc.)	<i>All</i> ongoing equipment maintenance agreements.	Contract negotiated by Purchasing. Signed by CEO or approved by the Board of Supervisors, depending on amount. County Counsel and the Risk Manager must approve.	Manual Section 5.10

Purpose	Monetary or Other Limitations	Who Has Authority	Reference
11. Repair, upgrades, or service to tools, vehicles, boats, large equipment, and laboratory equipment	Repair or servicing, no more than \$10,000.	Department head arranges for repair. Submits claim to Auditor-Controller.	Manual Section 5.6.4
12. Obtain personal services	Compensation from \$0 to \$10,000.	Department head can sign (but only if complying with Section 5.6.3). Please note that for select services totaling \$5,000 or less, a simplified PO for services form may be used if the service meets the criteria cited in Administrative Manual 2-201.	Manual Section 5.6.3
13. Obtain personal services	Compensation over \$10,000 but not over \$50,000 over entire term. Uses standard agreement format and complies with Sections 5.6.1 and 5.6.2.	Department prepares using standard format. CEO signs.	Manual Sections 5.6.1 and 5.6.2
14. Obtain personal services	Compensation from \$0 to \$50,000 over entire term and does <i>not</i> use standard agreement format.	Department negotiates and drafts agreement. Approved by County Counsel, Risk Manager, and CAO Staff. Signed by CEO. See Section 5.6.2 for those agreements under \$50,000 which must go to Board of Supervisors.	Manual Section 5.6.1, SCC Section 3.04.010
15. Obtain personal services	Over \$50,000.	Department negotiates and drafts agreement. Reviewed by County Counsel, Risk Manager and County Administrative Office staff. Approved by Board of Supervisors.	Manual Section 5.6.1, Manual Chapter 6.0, Various

Purpose	Monetary or Other Limitations	Who Has Authority	Reference
16. Obtain a series of related services (“aggregate personal services agreement”)	Not more than \$50,000 for aggregate of all services, including any travel or materials costs, over entire term.	Department negotiates agreement. County Counsel and Risk Manager approve. Signed by CEO. Administered by department.	Manual Section 5.9
17. Revenue agreements	a. \$100,000/FY or FFY; 36 consecutive months maximum term b. \$500,000/FY or FFY; 60 consecutive months maximum term	a. Department Heads b. CEO	Manual Section 5.6.4
18. IT-related agreements	Various	With IT approval, CEO or Department Head	Manual Section 5.6.5
19. Take part in a fair, symposium, etc.	Consideration under \$3,000, limited term, other conditions.	Department head signs space lease, entry fee agreement, etc.	Manual Section 5.6.4
20. Real property maintenance services	<i>All</i> real property (building or fixtures) maintenance agreements.	Negotiated by Public Works. Signed by CEO if up to \$60,000 over entire term; if over \$60,000, Board of Supervisors approves. County Counsel and the Risk Manager approve.	Manual Chapter 6.0
21. Construct small public works project (remodel, repairs to structures or fixtures, minor construction)	Not more than \$60,000, including labor and materials. May be “aggregate public works contract.” Not applicable to maintenance contracts.	Public Works or IT as permitted by this Manual negotiate contract. Approved by County Counsel and Risk Manager. Signed by Public Works Director or Chief Information Officer as permitted by this Manual if under \$10,000, by CEO if \$10,000-\$60,000.	Manual Chapter 6.0
22. Construct public works projects	In excess of \$60,000.	Bidding and contract handled by Public Works. Contract approved by County Counsel and Risk Manager, reviewed by County Administrative Office Staff and approved by Board of Supervisors.	Not covered by this Manual

Purpose	Monetary or Other Limitations	Who Has Authority	Reference
23. Obtain printing or copying services	Up to \$3,000.	Use of Opportunity Center recommended for copying. Should obtain quotes for printing. Department orders directly.	Manual Section 2.4.3
24. Obtain printing or copying services	\$3,000 or more.	Use of Opportunity Center recommended for copying. For printing, 3 quotes required. Requisition to Purchasing, which places order.	Manual Section 2.4.3
25. Purchase advertising space or services	Varies by department and type of advertising.	Limited authority to department heads and CEO.	Manual Section 5.11
26. Pay for memberships, licenses, permits, or certifications	Varies.	Limited authority to department heads and CEO.	Manual Section 2.4.2

Chapter 2.0 PURCHASES OF SUPPLIES, EQUIPMENT, AND OTHER PERSONAL PROPERTY

Section 2.1 Purchasing Division's role in the purchase of personal property.

This Chapter deals with the purchase of materials, supplies, furnishings, equipment, and any other kind of “personal property” (property which is movable -- not permanently affixed to a building or to the ground), even if part of the purchase price includes a separate charge for incidental services such as fabrication, delivery, set-up, installation, testing, or training.*

This Chapter does *not* apply to agreements for expert or professional services or other personal services, or public works projects. (See Chapter 5.0 for personal services agreements and Chapter 6.0 for public works contracts costing less than \$60,000.)

Except as otherwise provided by law, by the provisions of this Manual, or by action of the Board of Supervisors, **all** purchases of materials, supplies, furnishings, or equipment required by any department shall be made on behalf of the County by or under the direction of the Purchasing Agent in accordance with the procedures prescribed in this Manual. The County Executive Officer is the County’s Purchasing Agent. (Shasta County Code, Section 3.04.010) The Director of Support Services and the staff of the Support Services Purchasing Division are hereby designated deputy purchasing agents.

Departments may only make direct purchases from vendors when the vendor has a “blanket purchase” arrangement with the County (see Section 2.3) or when purchasing goods costing \$3,000 or less (see Section 2.4). All other purchases must go through the Purchasing Division.

The Purchasing Agent retains **sole** authority to establish, amend, or close all accounts with vendors, including credit card accounts.

County employees are not authorized to enter into “oral contracts” to purchase personal property. All purchases must be accompanied by written or electronic documentation, except for:

* The test for determining whether the County is making a purchase of goods rather than acquiring services is the end product sought. If the County is getting a product (even though some incidental labor is involved), use the purchasing procedure. If the contract is primarily aimed at acquiring a consultant’s or contractor’s specialized skills (even though those skills may be used in connection with improving personal property owned by the County), use the procedure for personal services agreements. If in doubt, contact County Counsel. If the Department is acquiring goods costing over \$3,000 and incidental services cost are not more than 25 percent of the total cost being charged by the vendor, see Section 2.5.5 of this Manual. Otherwise, charges for ongoing maintenance can be paid only if a maintenance (personal services) agreement is executed in accordance with Chapter 5.0 of this Manual.

(1) utility and fuel purchases (Section 2.12), (2) purchases from petty cash accounts (Section 2.13), and (3) certain emergency purchases (Section 2.10). The department must use one of the following for the purchase of materials, supplies, furnishings, equipment, or other goods in an amount over \$2,000:

- A Requisition Form (completed by the department to request a purchase order);
- A Purchase Order (completed by Purchasing Division staff using the department's requisition form); or
- A properly executed contract.

The Requisition Form and Purchase Order and their uses are described in detail in Sections 2.5.1 through 2.5.6. Note that departments are prohibited from using any Requisition Form or Purchase Order form other than the forms approved by the Purchasing Division except that departments may generate an informal purchase order via the County's financial management system if the purchase is under \$3,000.

In addition to issuing Purchase Orders and negotiating contracts with vendors for the purchase of goods and equipment, Purchasing Division staff consult with departments in order to assist with the purchasing process. Purchasing Division staff have specialized knowledge of a large variety of products, product specifications, and vendors. If a department is unaware of the identity of a vendor for a particular product, Purchasing Division staff will locate an appropriate vendor. If the department has already identified a vendor, Purchasing Division staff will either approve the vendor or help the department select an alternate vendor whose product may be a better value to the department.

2.2 Limitations on items which may be purchased.

State law limits the things that a County may purchase. In general terms, a County, acting through its Board of Supervisors, or through an official to whom contracting authority has been delegated, may purchase only those items *necessary* to carry out the *authorized* activities of the county. Consequently, purchases of unauthorized items will not be reimbursed by the Auditor-Controller unless the purchase is ratified by formal action by the Board of Supervisors upon a finding that the purchase was necessary and appropriate.

Before requesting or making a purchase, departments should be sure that state law, a County ordinance or resolution, applicable grant conditions, or this Manual authorize the purchase.

If the purchase is not already specifically authorized, advance approval by the Board of Supervisors must be obtained; if not, the person making the purchase could be held *personally* liable for paying the vendor's charges.

Approval for purchase of the following items has been delegated to the County Executive Officer. Departments must obtain CEO approval of these items in advance of authorizing any purchase:

- Promotional items (T-shirts, hats, banners, table decorations);
- Food and drink dispensed to guests or volunteers;
- Plaques or other mementos to volunteers or other non-employees (although plaques or mementos of nominal value may be purchased for Board-appointed members of subordinate or advisory boards); and
- Plaques or other mementos to employees exceeding \$150. (See the Shasta County Personnel Rules, Section 36.8.)

The Board of Supervisors may, upon a department's request, adopt a resolution allowing for purchases of the above items without CEO approval. The resolution can be open-ended to allow for future purchases. The department proposing the resolution should specify the type of item to be purchased and the maximum to be spent. See Administrative Policy 5-205 regarding providing refreshments for County employees at County-sponsored trainings or meetings.

Note also that departments are not authorized to pay for promotional events such as department picnics, banquets, or awards ceremonies; prior approval by the Board of Supervisors is required. On the other hand, a department head may enter into a personal services agreement to take part in a health fair, parade, or public program to disseminate information or provide services to the public, if the cost will not exceed \$3,000 per County fiscal year (July 1 through June 30) and certain other conditions are met. (See Section 5.6.4.)

2.3 Acquisition under a County Blanket Purchase Order.

Blanket Purchase Orders are contracts with selected vendors that supply specific goods which can be bought in quantity (such as office supplies and paper products) and are often substantially discounted. Using Blanket Purchase Orders reduces overall administrative costs and expedites the delivery of goods.

When a Blanket Purchase Order number has been issued by the Purchasing Division, departments may order *directly* from that vendor without going through the Purchasing Division.

In order to obtain the discounts given by Blanket Purchase Order vendors, the County usually agrees to use those vendors exclusively for the purchase of all the items covered by the Blanket Purchase Order. The Purchasing Division will advise departments when Blanket Purchase Order numbers have been issued and will provide updated information concerning their use. After making a purchase, the department submits an electronic Authorization for Release of Funds that contains scanned copies of original invoices and any other supporting documents that references the blanket purchase order.

Blanket Purchase Orders may not ordinarily be used to acquire a capital asset (that is, an item or group of related items having a useful life exceeding one year and costing over \$5,000).

2.4 Acquisition by department's direct order to the vendor.

When there is no Blanket Purchase Order covering a specific item or related groups of items, the department head can purchase the item(s) directly from the vendor without going through the Purchasing Division, so long as the total cost is less than \$3,000 (including tax, delivery, and set-up charges). “Invoice splitting,” that is, dividing an order into invoices of less than \$3,000 each in order to avoid having to use a requisition, is prohibited.

In order to assist departments with tracking these types of purchases, the County’s financial management system allows for the pre-encumbrance of purchases of less than \$3,000, at the discretion of the department, using “informal purchase orders,” which are created for memo purposes only. Departments may print copies of their own informal purchase orders from the County’s financial management system. The informal purchase order is clearly identified as only being “valid on purchases for less than \$3,000.” The informal purchase order may never be used as a Purchase Order (that is, a Purchase Order for items costing \$3,000 or more), because a formal Purchase Order must originate from the Purchasing Division, requires original signatures, and is a legal and binding contract. (See Section 2.5.)

To avoid a conflict of interest, direct purchases from County employees, their spouses, registered domestic partners, or dependents are prohibited. Department staff should make purchases from recognized, responsible vendors only and cannot have an economic interest in the transaction.

This section also applies to the rent or lease of items with total consideration of less than \$3,000. This would include the rent or lease of items such as small equipment, but excludes copiers, postage machines, or any other items covered by an existing agreement entered into by the County.

2.4.1 Advance payments for purchases of goods or equipment.

With regard to most purchases of goods, payment is made to the vendor after the department has received the goods and has processed the invoice electronically via workflow (see Section 2.3). However, some vendors (notably book publishers) will not deliver their goods unless payment is made in advance. To avoid requiring County employees to pay for goods and then seeking reimbursement after delivery, the following authority is delegated to department heads and to the Auditor-Controller. Except as allowed by this subsection 2.4.1, advance payments for the purchase of goods must be approved by the Board of Supervisors.

Upon written request of the department head, the Auditor-Controller may issue a County check for the advance payment for goods under the following conditions:

- The cost of the goods, including tax, shipping and set-up is less than \$5,000;
- The acquisition or use of the goods is normal and customary for the department; and
- The department head has not split the purchase in order to keep the total purchase price below the allowed maximum.

Otherwise, requests for advance payments of \$5,000 or more submitted by a department will be included on the weekly Claims List or presented by Board Report to the Board of Supervisors for its approval. When a Purchase Order is required, the Purchasing Division shall make note of the Board-approved advance payment on the Purchase Order before it is issued.

Within 10 days of the department's receipt of the goods costing less than \$5,000 and paid for in advance pursuant to this subsection, the department head shall forward to the Auditor-Controller written proof of receipt of the items, such as a packing slip or proof of delivery.

Advance payments for routine and customary items such as prepaid books and magazine and newspaper subscriptions, including on-line subscriptions (see Section 2.5.3), will be expensed at the time of payment and will not be treated as an advance payment.

This Section 2.4.1 does not authorize advance payments for services or for public works construction projects.

2.4.2 Memberships, licenses, range fees, certifications, and permits.

Many departments, department heads, or their delegated representatives are members of professional associations (such as the Child Support Directors' Association, the California District Attorneys Association, or the California Association of Treasurers/Tax Collectors), which have as their primary purpose the advancement of the interests of their members. Many of these associations are affiliated with or sponsored by the California State Association of Counties (CSAC). These professional associations ordinarily provide continuing education, training, and other professional services. Annual memberships in these associations may be paid by the Auditor-Controller upon the submission of a request for payment and invoice submitted electronically via workflow by the department if the total membership fees for that department are \$10,000 or less, provided that the Auditor-Controller determines the expenditure is normal and customary. If the annual membership fees for the department are more than \$10,000, or if the Auditor-Controller determines that the expenditure is not normal and customary, County Executive Officer approval is required.

Many County employees are required to have a license or certification in order to perform their work for the County. For example, attorneys must be licensed by the State Bar of California and Waste-Water Operators and Public Health Microbiologists must have a license or certification. If authorized by a Memorandum of Understanding with a labor organization, or by other action of the Board of Supervisors, the Auditor-Controller may process payments for those required licenses or certifications upon the department's submission of a request for payment form or invoice submitted electronically via workflow.

The District Attorney, Public Defender, County Counsel, and Director of the Department of Child Support Services are authorized to submit and process electronic requests for payments to the California State Bar for annual State Bar Dues for the attorneys in their respective offices.

The Sheriff, District Attorney, Public Defender, and Chief Probation Officer are authorized to submit and process electronic requests for payments for firing range fees for sworn personnel who are required to carry a weapon on duty.

Permits issued by an agency of the state or federal government, and required for a routine activity of the department, may be submitted for payment and processed electronically by the department if the fee for the permit is less than \$2,000. If the fee for the permit is between

\$2,000 and \$10,000, it may be submitted and processed electronically if previously approved by the County Executive Officer.

Any other membership, license, certification, or permit fee must be presented to the Board of Supervisors for approval for payment, either by placement on the weekly Claims List, or as a specific agenda item.

2.4.3 Printing or copying services.

Department heads are authorized to order specific printing or copying jobs costing less than \$3,000 directly from the printing or copying company. The department should obtain quotes from two or more vendors before placing the order. When payment is due, the department must submit an electronic request for payment.

If the printing or copying job will cost \$3,000 or more, three quotes are required. The department must then forward the quotes, with the Requisition Form or submit the quotes and requisition electronically via workflow, to the Purchasing Department, which will place the order.

Note that the Opportunity Center provides photocopying and binding services to County departments. Departments are encouraged to use the Opportunity Center for projects of any size. Soliciting quotes from other providers is not required if a department uses the Opportunity Center for these services.

2.4.4 Elections materials and polling places.

The Registrar of Voters may directly authorize payment by an Authorization for Release of Funds form and invoice submitted electronically via workflow, rather than Purchase Order, for postage, delivery/courier services, and printed paper goods (such as ballots, ballot inserts, and envelopes needed for the conduct of any election.

The Registrar of Voters may also directly authorize payment by an Authorization for Release of Funds form and invoice submitted electronically via workflow for the items (such as extension cords, writing supplies, posters, and flags) needed for the conduct of any election. In addition, the Registrar of Voters may sign short-term licenses or agreements for space to be used as a polling place where the space is to be used for fewer than thirty days.

2.5 Requisition Forms and Purchase Orders.

2.5.1 When to use a Requisition Form.

A Requisition Form must be used when purchasing an item of goods or group of related items of goods costing more than \$3,000 for which a Blanket Purchase Order is not available, or when purchasing a capital asset. Requisition Forms and Purchase Orders must be issued prior to the department placing the order (See Section 2.10 regarding emergency purchases).

A capital asset is any individual item of goods or group of related items of goods having a useful life exceeding one year which costs \$5,000 or more (including tax, delivery costs, and all costs to put it in place in working condition). The Purchasing Division buys capital assets on behalf of departments pursuant to requests made on a County-approved Requisition Form by which the department asks for the purchase of supplies, materials, furnishings, or equipment.* The only way to acquire these items is by using the Requisition Form method. There is no other method. Acquisition of these items must be accomplished by the Purchasing Division, and not the department staff, even if the items are to be leased, lease/purchased, or rented. (See, however, Section 2.3, which allows the Sheriff, Fire Warden, the Director of Support Services, and the Director of Public Works to use a Blanket Purchase Order to pay for upgrades to vehicles, boats, and large equipment; and Chapter 3.0 regarding leasing or renting equipment or other personal property.)

Requisition Forms for capital assets should be submitted as early in the County fiscal year as possible (but after the adopted budget is approved by the Board of Supervisors) to ensure timely delivery, as well as to facilitate bidding of orders for groups of similar products.

When submitting a Requisition Form for a capital asset, any available trade-in item should be described fully on the Requisition Form (by County inventory number, make, model, condition, location, etc.). If the item being replaced is to be disposed of by other than trade-in, refer to Administration Policy 5-201, "Disposition of Surplus Personal Property."

"Invoice splitting" in order to avoid the need for a Requisition Form is prohibited.

2.5.2 Preparing the Requisition Form.

* Note that most routine non-capital-asset purchases are made by the departments themselves. See Section 2.3 of this Manual for purchases under a Blanket Purchase Order, and Section 2.4 for direct orders to vendors for items or groups of items of less than \$2,000 when no Blanket Purchase Order covers the item to be purchased.

The Requisition Form is available electronically in the County's financial management system or from the Purchasing Division in hard copy or by e-mail. The Requisition Form provides a record of the purchase and approval of the commitment of funds.

The department prepares the Requisition Form. One copy is sent to the Purchasing Division either by hard copy or submitted electronically via workflow and one copy is retained by the department. If the Requisition Form is submitted by e-mail, the department must follow-up by sending a hard copy of the Requisition Form to the Purchasing Division.

The description of each item of goods in the Requisition Form must be sufficient to enable the Purchasing Division to proceed without asking for more information. Items of goods should be described by their common names, supplemented by size, catalog number, or other identifying data. A catalog page or other supporting documentation should be attached to the Requisition Form.

In some instances, the Requisition Form should be accompanied by a sample. For example, a Requisition Form for special folders which must be of a certain weight or style or have fasteners in specified locations, must be accompanied by a sample or a sufficiently detailed description of the goods.

When requesting the purchase of a specialized item of goods, the department must avoid using a "closed" description or specification which describes the goods of only one manufacturer, thereby preventing competition. Specifications should not be based upon a particular brand, but rather upon a performance standard. If the department is convinced its needs can be met only by a particular supplier, written justification must accompany the Requisition Form.

The department should provide a **specific** delivery date; terms such as "ASAP," "rush," or "urgent" are inadequate. "ASAP" to a vendor might mean two months, but 10 days to the department. It is the responsibility of the department to advise the Purchasing Division if the shipment does not arrive by the date specified. (See Section 2.6.1.)

Both the vendor and the Purchasing Division appreciate adequate lead-time in filling an order. The department should consider such factors as the urgency of need, the quantity on hand, and the rate of anticipated use and should allow for adequate time for procurement. If there is a question concerning the length of time required to assure delivery, the Purchasing Division should be consulted. Departments should allow a few extra days for unforeseen circumstances, such as mail or shipment delays.

All capital asset purchases made for a department are encumbered to a specific line item assigned by the Auditor-Controller. The signer of the Requisition Form (the department head or designee) certifies that the goods requested are necessary for the operation of the department and that sufficient unencumbered funds are available in the designated account. The automated Purchase Order system will not approve the printing of a Purchase Order unless funds are available in the proper Budget Unit. When a funds transfer is needed, the department may not submit the Requisition Form pending the transfer; the department must wait until the Auditor-Controller has registered the funds transfer before submitting the Requisition Form to the Purchasing Division.

Whenever possible, the Purchasing Division will consolidate the Requisition Forms of a number of County departments into bulk purchases to be offered to vendors for bid. As a result, the Purchasing Division may hold a department's Requisition Form until receipt of similar Requisition Forms from other departments. The urgency of need as indicated on the Requisition Form will determine how long a Requisition Form will be held. The Purchasing Division will contact the department if a Requisition Form is being held beyond the normal processing time.

2.5.3 Purchases of computer hardware/software.

A County department may not purchase computer hardware or software or enter into a database access agreement or software support/maintenance or licensing agreement without the prior approval of the Information Technology Department (IT). IT must also approve any subscription to an online service that requires the installation of a browser or other software onto a County computer.

All purchases, regardless of the dollar amount, of computer hardware and/or software, including switches and cabling, or photocopiers or facsimile machines which are capable of being connected to the County network or a computer, must be approved by IT either on paper or submitted electronically via workflow prior to submission to the Purchasing Division. When a hard copy Requisition Form is utilized an IT approval stamp with an authorized signature must be on the Requisition Form for the Purchasing Division to accept it. This applies to both IT supported and non-supported computer equipment.

However, the District Attorney and Sheriff need not obtain IT approval for the purchase of computer hardware or software, or the execution of software licensing/support agreements, to be used in connection with the investigation or prosecution of specific instances of a suspected criminal offense. Nevertheless, if the suspected criminal offense involves a County

computer, the District Attorney and/or Sheriff must consult with the Chief Information Officer or the County Executive Officer before installing or using the computer hardware or software or before removing any computer hardware or software from a County computer.

Prior to entering into a contract for software support or maintenance or an online service that requires installation of a browser or other software onto a County computer, the department must obtain the approval of IT. Approval must be indicated by an IT approval stamp with authorized signature or by having the Chief Information Officer, or his/her authorized designee, sign off on the agreement itself. (With respect to the signing authority for computer-related agreements, see Section 5.6.1.)

When the department is negotiating a contract for the purchase of software, the department must consult with IT as to the advisability of requiring the vendor to place the source code into escrow (and authorizing County access to the code), or allowing the County to retrieve data stored with the vendor. This “side agreement” must be approved as to form by IT and County Counsel.

2.5.4 Using a Purchase Order.

As stated in Section 2.3, a department may order items (except for capital assets) directly from a vendor under a Blanket Purchase Order. If the needed item is not available, Section 2.4 allows the department to order items for less than \$3,000 directly from another vendor. Except as provided in Section 2.5.5, personal services may not be obtained using a Purchase Order.

For purchases of \$3,000 or more (tax, delivery, and set-up included), the Purchasing Division must be utilized. The Purchasing Division will issue a Purchase Order after a vendor has been selected. The Purchase Order names the ordering department, provides a “ship-to” point, states payment terms and delivery charges, if any, and certifies sufficient funds have been encumbered for payment to the vendor. The Purchase Order constitutes a binding contract between the County and the vendor.

The Purchasing Division will distribute Purchase Order copies to the appropriate parties, including the department (if submitted on paper). If submitted electronically, the department can look up the Purchase Order form in the County’s financial management system.

The Purchasing Division does not ordinarily issue Purchase Orders for purchases amounting to less than \$3,000 (tax, delivery, and set-up included). For those purchases, the department may use an “informal purchase order” when filling the order (see Section 2.4). However,

if a vendor requires a formal purchase order, one may be requested using the same process as outlined in Section 2.5.1 and after attempting to utilize the informal purchase order process.

2.5.5 Using a Purchase Order for incidental services.

Sometimes, when a vendor is providing goods for \$3,000 or more, the vendor will also be providing one or more incidental services (such as fabrication, delivery, set-up, installation, testing, maintenance, support, or incidental training) with the goods. If the price of all incidental services is no more than 25 percent of the total cost, or if there is no additional charge for the incidental services, then a Purchase Order may be used to purchase the incidental services along with the goods. If the incidental services will be provided at a County worksite, the Hold Harmless Addendum (**ATTACHMENT G**) must be signed by the vendor and department head and attached to the Purchase Order. If the charge for all of the incidental services is over 25 percent of the total cost, the department must process a separate personal services agreement for the incidental services. Notwithstanding the above, standard maintenance, warranty, and support for IT hardware and software purchases shall not contribute to the 25% incidental services limit, and may still be procured using a Purchase Order.

A department head may also execute subsequent renewals for the services described in this section, using a Purchase Order, as long as all of the following requirements are met:

- 1) The cost of the incidental services do not increase more than 10 percent over the previous period (for example, compare the cost of one-year of services to the cost of one-year of the same services during the renewal period), or there was no additional charge on original purchase;
- 2) The vendor provides a quote or agreement that includes:
 - ♦ The beginning and end dates (renewal period not to exceed three years) for the incidental services.
 - ♦ The total cost or a “not to exceed” cost for the services.
 - ♦ A description of the services to be provided;
- 3) All applicable approvals from Information Technology, Facilities Management, Fleet Management, or Risk Management have been obtained;
- 4) If the incidental services will be provided at a County worksite, the Hold Harmless Addendum (**ATTACHMENT G**) must be signed by the vendor and the department head and attached to the Purchase Order.

This section does not apply to certain heavy equipment, boat, and vehicle servicing and repairs. (See Section 5.6.4).

With regard to the purchase or lease of personal property with total consideration of less than \$3,000, no Hold Harmless Addendum or personal services agreement is needed, so long as the object of the transaction is to acquire goods rather than obtain a service. (See Section 2.6.3.)

Splitting orders to avoid having to obtain a Purchase Order is prohibited.

2.5.6 Canceling a Purchase Order.

The department and a vendor may agree that a Purchase Order should be canceled. The department should promptly notify the Purchasing Division of the decision to cancel the Purchase Order.

The Purchasing Division must be notified at once by the department of any difficulty with a Purchase Order and the Purchasing Division will notify the department of any vendor problem. If it is agreed by the department and the Purchasing Division that cancellation of the Purchase Order is appropriate, the department must send a memo to the Purchasing Division, stating the reason(s) for cancellation. The Purchasing Division will cancel the Purchase Order and notify both the vendor and the Auditor-Controller of the cancellation. The Auditor-Controller will eliminate the purchase from the schedule of encumbrances.

2.6 Post-acquisition activities.

2.6.1 Returns, exchanges, and repairs.

With regard to goods purchased by the Purchasing Division on behalf of a department, the Purchasing Division should be advised immediately of any problems that arise, including late shipments, wrong goods, damaged goods, defective goods, or breakdown of goods under warranty. The Purchasing Division will arrange for returns or exchanges and repairs.

Under no circumstances should a department return goods costing more than \$2,000 without first consulting the Purchasing Division. In the case of returned goods, a Return Authorization (RA) number must be obtained from the vendor by the ordering department.*

For goods ordered directly by the department, the department is responsible for resolving all problems which may arise.

* The department should note that a “restocking” fee may be incurred for returned goods.

2.6.2 Payment of invoices of \$3,000 or more.

When a department receives an invoice from a vendor, the department must confirm that the purchase price on the invoice is the same as the price on the Purchase Order, provided no previous arrangement has been made for a change due to an increase or decrease in the quantity ordered or for other good cause. If the price on the invoice does not correspond to the amount on the Purchase Order (or the modified amount), the invoice must be referred back to the Purchasing Division for correction or approval before payment is made. However, a referral back to the Purchasing Division is not required in the case of invoices for printing or copying, when there is a variance of 10 percent or less in the quantity of documents supplied.

The department must also verify the amount of sales tax on all invoices. Goods picked up in other counties are assessed the sales tax that is in effect in that county. Goods purchased at a price for delivery in Shasta County are assessed the Shasta County sales tax rate. Sometimes when out-of-state vendors are used, sales tax is not charged. However, California requires the County to pay a use tax on such purchases. For untaxed purchases, two additional lines must be added to the electronic request for payment. The first additional line, for sales tax, must debit the same Cost Center and expenditure account used to pay the invoice. The second additional line will be a credit (bracketed) to 00961-007400, Use Tax Payable. Both lines, when added together, will equal zero and the description will be County Use Tax.

Contact the Auditor-Controller for current sales or use tax rates.

Delivery charges are customarily added to the invoice. However, if the Purchase Order indicates "FOB Destination," no delivery charges should be added.

Departments should process invoices on a timely basis, particularly when a discount is offered for prompt payment. "Net 30" offers no discount, but "5%/20" means the department may deduct five percent of the invoice (excluding any freight charges) if the vendor receives payment within 20 days of the invoice date or 20 days after acceptance of delivery, whichever is later. If the vendor offers a discount of "2%-10th prox," two percent may be deducted if the invoice is paid by the 10th of the following month.

2.6.3 Payment of invoices less than \$3,000.

When the department receives an invoice of less than \$3,000, the department must submit an electronic request for payment form to the Auditor-Controller for payment. Any invoice for purchase of computer hardware or software, or subscription to an on-line service that requires the installation of a browser or other service onto a County computer, must be pre-approved by IT (see Section 2.5.3).

2.7 Competitive procurement for the purchase of goods.

Ordinarily, the best price for any goods can be obtained by using competitive procurement practices (including, but not limited to, bids or quotations). In fact, most County purchases are made by way of such competitive procurement practices. For example, the Purchasing Division solicits bids, or formal or informal quotes, when buying goods. Blanket Purchase Orders are ordinarily put into place only after a competitive procurement process (usually formal bidding) has been completed, so departments need not be concerned about competitive procurement when making orders under a Blanket Purchase Order.

When a department intends to make a purchase directly from a vendor, the department should check prices with three or more potential vendors, depending on the likely cost of the goods. The amount of effort devoted to competitive procurement efforts should be proportionate to the potential savings to be realized. The competitive procurement process utilized should be noted in the Board Report when the Board of Supervisors' approval for the purchase is required.

Chapter 3.04 of the Shasta County Code governs the County's competitive procurement practices for the purchase of personal property. That Chapter should be referred to for specific information. However, in general terms, the provisions of Chapter 3.04 of the Shasta County Code can be summarized as follows:

- The general rule is that all purchases should be based on competitive procurement practices, including formal or informal bids and quotes.
- Purchases of \$25,000 or less may be made on the open market without using formal bids or quotes. However, whenever possible, the Purchasing Division will solicit informal quotes or proposals for all major purchases of \$25,000 or less. An informal solicitation may be made in writing or by telephone.
- The Purchasing Division may waive competitive procurement practices if there are limitations on the source of supply or restrictions on specifications, when there is an urgency to prevent loss of life or damage to property, or when another substantial

reason for waiving the practices exists. However, if the cost of the purchase would or could exceed \$50,000, only the Board of Supervisors may waive competitive procurement practices.

- As specified in Shasta County Code Chapter 3.04, formal bidding procedures must be used if the cost of a purchase of related items of goods commonly sold by a class of vendors would or could exceed \$25,000.
- The award of any bid for over \$50,000 requires advance approval of the Board of Supervisors.

2.8 Local preference.

The Shasta County Code grants a five percent preference, not to exceed \$10,000, to local vendors who submit bids when formal, sealed bids are solicited by the Purchasing Division (Shasta County Code, Section 3.04.045). In other words, in determining the lowest bid, a local bidder's bid will be deemed to be five percent lower than it is. Note that the local preference applies to the purchase of goods only, and not to public works contracts, leases, or personal service agreements. The local preference also does not apply when determining the lowest bid for items purchased with federal or state grant funds unless applicable federal statutes mandate or encourage a geographic preference. (45 C.F.R. §92.36)

2.9 Preference for environmentally sensitive products.

It is the policy of Shasta County that departments purchase and use recycled/renewable products whenever the fitness, quality, and price of the product is otherwise equal to or better than the non-recycled or non-renewable alternative. Special emphasis should be placed on the purchase of products manufactured with post-consumer recycled materials. Departments must require their vendors, contractors, and consultants to use and specify recycled and other environmentally preferable products in fulfilling contractual obligations whenever practicable.

Factors that should be considered when determining if goods are an environmentally preferable product include, but are not limited to:

- Minimization of virgin material use in product life cycle
- Maximization of recycled products used in product life cycle
- Environmental cost of entire product life cycle
- Reuse of existing products or materials in product life cycle

- Recyclability of product
- Minimization of packaging
- Reduction of energy/water consumption
- Toxicity reduction or elimination
- Elimination of uncertified hardwoods in product life cycle
- Durability and maintenance requirements
- Ultimate disposal of the product

As required by section 10409 of the Public Contract Code, departments must purchase lubricating oil and industrial oil from the vendor whose oil product contains the greater percentage of recycled oil, if the availability, fitness, quality, and price of the recycled oil product is otherwise equal to, or better than, virgin oil products. However, section 10409 does not prohibit the purchase of virgin oil products for exclusive use in vehicles whose warranties expressly prohibit the use of products containing recycled oil.

The Purchasing Division is required to coordinate the implementation of section 10409. Vendors, both private and public, are to be encouraged to make recyclable products and unbleached paper products available for purchase. The Purchasing Division is required to establish and maintain a list of those recycled products that should be purchased by all departments whenever practicable. New products containing recycled material must be added to the recycled products list as they become available. The Purchasing Division is required to make available to all departments the specifications of products on the recycled products list and their suggested uses. The Purchasing Division is also required to work with departments to establish minimum recycled content standards for designated recycled products to maximize recycled product availability, recycled content, and competition.

It is also the County's policy to integrate the concept of resource conservation into its environmental programs by making resource conservation an integral part of its waste reduction and recycling programs, by decreasing the amount of waste of consumable materials by reducing the consumption of consumable materials wherever possible, by fully utilizing all materials prior to disposal, and by minimizing the use of non-biodegradable products wherever possible.

Departments shall cooperate with, and participate in, recycling efforts being made by any city within the County. As systems for recovering waste and recycling develop, departments shall participate by appropriately separating and allowing recovery of recyclable waste products.

Representatives of the County shall actively advocate, where appropriate, for resource conservation practices to be adopted at the local, regional, and national levels. The County will promote the use of recycled products by publicizing this procurement policy whenever practicable.

The Director of Support Services will be responsible for the annual review of this section of the Manual.

2.10 Emergency purchases.

An emergency exists when an item must be purchased or a service must be procured in order to ensure the continued operation of the office, department, or election, or when necessary for the preservation of life or property. (See Shasta County Code, Section 3.04.120.)

During regular working hours, any purchase of goods or services totalling \$3,000 or more, which is required to alleviate an emergency, must be made by advising the Purchasing Agent (the CEO is the Purchasing Agent for Shasta County) of the circumstances constituting the emergency and requesting approval for the payment. Such requests may be made by telephone, but must be immediately followed by a memo in writing. The memo with CEO approval must be attached to the invoice when it is submitted for payment. Emergency purchases of \$3,000 or more may be made directly from a vendor if the Purchasing Division is not open. Such purchases and the facts constituting the emergency must accompany the department's memo, which must be forwarded to the CEO for approval the next working day.

A department head is authorized to make emergency purchases of less than \$3,000 without going through the Purchasing Division.

Note: In order for the Auditor-Controller to pay for capital asset items (items or related items costing \$5,000 or more and having a useful life exceeding one year) purchased on an emergency basis, the department must retroactively obtain the approval the Board of Supervisors (for capital assets costing more than \$25,000).

2.11 Purchase of goods through state or multi-agency purchase programs.

The Purchasing Division is authorized to purchase supplies and equipment as needed for and on behalf of the County from the State of California Department of General Services, Office of Procurement, or other governmental or multi-agency programs which have competitively bid,

and/or comply with bidding and purchasing procedures required by law, for those supplies or equipment. This includes purchases from the “Cooperative Purchasing” program, surplus property program, and other similar programs administered by the State of California Department of General Services, as well as programs of the California Multiple Award Schedule, and California State Association of Counties (“CSAC”).

When purchases are made through one of these programs, formal and informal bid procedures need not be followed as the sponsoring governmental entity, as part of the program, has complied with bidding and purchasing procedures required by law.

2.12 Payment of routine utility and vehicle fuel bills.

Payments for periodic and routine utility and vehicle fuel charges may be authorized by department heads and reimbursed by way of electronically submitting a request for payment, provided that purchases are within the limits of the appropriated budget item. Gasoline or diesel for County vehicles should, when possible, be purchased with a County credit card. When such purchases are made with an employee's cash or credit card an electronic request for payment may be submitted to the Auditor-Controller's office for payment.

Except in emergencies, vehicle repair costs and purchases of items for County vehicles must be approved in advance by Fleet Management Division of Public Works. (See Administrative Policy 8-103, Fleet Management Program.)

2.13 Purchases from petty cash accounts.

The Auditor-Controller is authorized to establish petty cash (revolving fund) accounts for individual departments. These accounts, usually ranging from \$25 to \$500, may be used for authorized purchases of small items or services (e.g., stamps or shipping), or for reimbursement of such expenditures, only when the department has an urgent need that prevents the department from utilizing the regular claim process. Petty cash funds may not be used to make change or to pay for employee travel-related expenses.

The Auditor-Controller has developed a standard reconciliation form, called a Petty Cash or Revolving Fund Reconciliation Form, which departments must use to document expenditures from, and to replenish the money in, the department's petty cash account. The form must be accompanied by original receipts.

The petty cash account system does not give a department or department head any additional purchasing or contracting authority. The Auditor-Controller will deny any request for payment or invoice submitted electronically via e-mail for the purchase of goods or services, using a petty cash or revolving fund account, which is not in conformance with County policy. It is a violation of state law and this policy to use petty cash funds to cash personal checks or to give “loans” to employees.

Chapter 3.0 LEASES AND RENTALS OF PERSONAL PROPERTY.

Section 3.1 Types of personal property leases and rentals.

Sometimes it may not be practical or cost-effective for the County to purchase personal property outright. On those occasions, the County may lease or rent needed items of personal property. (“Personal property” is any property that is *not* land, buildings, or fixtures -- such as equipment, tools, copying machines, and furniture.)

With respect to personal property lease agreements, generally, there are two types: (1) a “straight” lease and (2) a lease that is part of a financing arrangement. Under a straight lease, the “user/lessee” uses the personal property for a specified time and pays a predetermined amount. Unless the lease is renewed, the parties expect that the leased personal property will be returned to the “owner/lessor” when the lease expires.

A lease may also be used in certain types of financing transactions in which the parties do not intend that the user/lessee will return the personal property to the owner/lessor. These transactions usually make the leased personal property subject to a security interest of the owner/lessor. Upon expiration of the lease, the user/lessee becomes the owner of the personal property. The so-called “lease-option” and “sale-and-leaseback” transactions are examples.

Any department having a question about the terms of a particular personal property lease or rental agreement should contact County Counsel.

All personal property leases and rental agreements extending beyond the current County Fiscal Year (from July 1 through June 30 of the next calendar year) must contain a fiscal “funding-out” clause which allows the County to terminate the lease/rental agreement should funding cease or be materially decreased.

3.2 Who may enter into a “straight” personal property lease or rental agreement.

The Purchasing Division has the authority to lease or rent personal property on behalf of the County after receiving a proper Requisition Form. (See Government Code, section 25501 and Shasta County Code, Section 3.04.010.)

The process is initiated by the department forwarding a Requisition Form for the lease or rental of personal property to the Purchasing Division. However, if the lease or rental is for computer hardware or software, or for a photocopier or facsimile machine that is capable of being connected to the County network or County computer, the Requisition Form must be approved by IT before it is sent to the Purchasing Division.

The County may also enter into Aggregate Rental Agreements for rentals of tools and equipment. Aggregate Rental Agreements are useful if a department frequently needs to rent tools or equipment. For example, Public Works may need to rent various types of construction tools several times a year and it is more cost effective to rent than to purchase those tools. Another department may need to rent tables and chairs on a number of occasions. An Aggregate Rental Agreement allows a department to rent personal property without writing a separate rental agreement each time. Aggregate Rental Agreements must be signed by the County Executive Officer if \$50,000 or less, or be signed by the Board of Supervisors if more than \$50,000.

Note that more than one department might enter into an Aggregate Rental Agreement with the same individual or company. If the second Aggregate Rental Agreement brings the total that may be payable to more than \$50,000, the second, and all subsequent Aggregate Rental Agreements with that individual or company, must be signed by the Board of Supervisors. Departments must check with the Auditor-Controller's Office to see if other Aggregate Rental Agreements exist before submitting an Aggregate Rental Agreement to the County Executive Officer.

3.3 Procedures for "straight" leases and rentals of personal property.

After receiving a department's Requisition Form for the lease or rental of personal property, the Purchasing Division will negotiate and, in most circumstances, sign the lease or rental agreement. However, the Board of Supervisors must sign any lease or rental agreement for personal property when the total rent payment is more than \$50,000 over the entire term of the lease or rental agreement.

For personal property leases and rental agreements with total payments over the entire term of the agreement of less than \$25,000, the Purchasing Division has the discretion to lease or rent the personal property without obtaining competitive bids or quotes. For personal property leases and rental agreements of related items commonly sold by a class of vendors totaling \$25,000 or more over the entire term of the lease or rental agreement, the Purchasing Division must mail a request for formal sealed bids (Request for Bids or RFB) to persons or businesses known to rent or lease the type of item needed. Or, instead of mailing the RFB, the Purchasing Division may post a notice of the RFB in its office, or on a public bulletin board, or publish the notice in a local newspaper. (See Shasta County Code, Sections 3.04.010, 3.04.020, and 3.04.030.)

The RFB issued by the Purchasing Division should state any specifications required as to the personal property to be leased or rented or indicate where a copy of the specifications may be

obtained. The RFB must also indicate where and when the bids will be opened. In addition, Section 3.04.030 of the Shasta County Code requires that the RFB include the following statement:

“A bidder who attempts to influence the bid process by interfering or colluding with other bidders, or with any County officer, employee or agent, or who deviates from the bid process as set forth in this invitation may be disqualified at any time from further participation in this bid.”

3.4 Procedures for sale and leaseback of personal property.

Subject to the approval of the Board of Supervisors, the Purchasing Division may enter into a sale-and-leaseback agreement to provide the County with any type of personal property. Notice must first be published in a local newspaper and the Board of Supervisors must approve the sale-and-leaseback transaction by resolution. (See Government Code, section 25504.5; and Shasta County Code, Section 3.40.010.) Otherwise, the procedures are the same as the procedures for traditional personal property leases or rental agreements.

Chapter 4.0 LEASES OF REAL PROPERTY.

Section 4.1 Definition of “real property.”

“Real property” includes land, buildings, space within buildings, and other structures (such as mini-storage units).

However, for the purposes of this chapter, those “space leases,” which a department head is authorized to sign, are not considered leases of real property. (See Section 5.6.4.)

Any questions regarding whether a particular lease agreement is for real or personal property, or whether a “space lease” is subject to the provisions of this chapter, should be addressed to County Counsel. County Counsel should also be consulted when the property in question is a mobile home or similar portable structure.

4.2 Procedures when the County is the tenant.

Pursuant to section 25350.51 of the Government Code, the Board of Supervisors hereby delegates to the County Executive Officer and to his/her designee the power to sign leases, permits, and licenses for land, buildings, office space, parking lots or parking lot spaces, mini-storage units, easements, or other real property for use by the County as tenant, permittee, or licensee, under the following conditions:

- The total term of the lease, permit, or license, including any extensions or options to renew, will not exceed five years;
- The rental amount does not exceed \$7,500 per month;
- A notice of intention to consummate the lease, permit, or license is posted in a public place for five working days prior to consummation of the lease, permit, or license, which notice shall describe the property proposed to be leased, permitted, or licensed; the terms of the lease, permit, or license; and that the County Executive Officer and his/her designee is the County officer authorized to execute the lease, permit, or license; and
- The lease, permit, or license is approved and signed as to form by the County Counsel and Risk Manager.

In addition, the Board of Supervisors hereby delegates to the County Executive Officer and to his/her designee the power to sign amendments to an existing lease, permit, and license for land, buildings, office space, parking lots or parking lot spaces, mini-storage units, easements, or other

real property for use by the County as tenant, permittee, or licensee, one time, under the following conditions:

- The amendment may increase the rent over the remaining term, provided that the amendment does not result in a rental amount in excess of \$7,500 per month;
- The amendment is for the purpose of making improvements or alterations to the premises;
- The amendment does not extend the existing term of the lease, permit, or license beyond five years; and
- The amendment is approved and signed as to form by the County Counsel and Risk Manager.

Any lease, permit, or license of real property, or amendment to a lease, permit, or license for land, buildings, office space, parking lots or parking lot spaces, mini-storage units, easements, or other real property, which does not meet the conditions listed above must be signed by the Board of Supervisors. If the County is holding over on a lease pursuant to the hold-over provision in the lease and the total term of the lease including any options and the hold-over period, exceeds five years, the lease must be presented to the Board of Supervisors for ratification. Holding over should not be used as way to extend the lease term. Holding over should be an exceptional circumstance. The holding over language is included in leases merely to provide some protection to the County in the event a new lease is not executed prior to the termination or the County does not vacate the premises.

Furthermore, the Board of Supervisors hereby delegates to the Director of Public Works, and to his/her designee, the authority to execute, on behalf of the County, licenses (including easements and permits) for the use of real property in connection with a public works construction project or on-going maintenance of roads and other County facilities, under the following conditions:

- The license, including any extensions, is for a term not to exceed two years;
- The rental amount does not exceed \$500 per month; and
- The license is approved as to form by the County Counsel and Risk Manager.

The Board of Supervisors also hereby delegates to the Director of Public Works, and to his/her designee, the power to amend an existing license (including an easement and permit) for

the use of real property in connection with a public works construction project or on-going maintenance of roads and other County facilities, one time, under the following conditions:

- The amendment does not result in a rental amount in excess of \$500 per month;
- The amendment is for the purpose of making improvements or alterations to the real property;
- The amendment does not extend the existing term of the license beyond two years; and
- The amendment is approved as to form by the County Counsel and Risk Manager.

When a department head needs to lease office space, he or she should contact their County Administrative Office Analyst who handles leases regarding the department's needs pertaining to square footage, preferred location, cost, parking, network and phone needs, other special requirements, etc. The County Administrative Office Analyst and department head will initially determine if there is space available in any building currently owned or leased by the County. If not, the County Administrative Office Analyst will, working in conjunction with the department's staff, locate one or more suitable properties for the department head's inspection and approval. The department head must have the Facilities Management Division of the Department of Public Works inspect the premises, before the lease is negotiated, to determine if there are mold or asbestos problems and to ascertain compliance with the Americans with Disabilities Act ("ADA") and Title 24 of the California Code of Regulations (the "California Building Code"). Using the standard format Real Property Lease Agreement (**ATTACHMENT A**), the County Administrative Office Analyst will negotiate the provisions of the lease. Prior to finalization, County Administrative Office staff will submit the lease and Facilities Management Division's report to County Counsel, the Risk Manager, and the department head for review.

The lease must require the landlord to remove any asbestos, mold, or other contaminants from the premises prior to the date that County occupancy begins, or in accordance with a schedule approved by the CEO. The Board of Supervisors authorizes the CEO to waive these provisions under certain circumstances including, but not limited to, storage leases, land leases, and communications equipment shelter leases.

The lease must also require the landlord to comply with laws and regulations requiring access for persons with disabilities. If the premises need to be modified in order to be accessible to persons with disabilities, the lease must require the modifications to be completed before County

occupancy, unless the County's ADA Coordinator and the County Executive Officer give prior approval to include language in the lease to allow the landlord to make the modifications in accordance with a specific schedule of improvements. The Board of Supervisors authorizes the County Executive Officer and County's ADA Coordinator to waive these provisions under certain circumstances including, but not limited to, storage leases, land leases, and communications equipment shelter leases.

If the lease requires the landlord to clean, repair, or remodel the premises before County occupancy, it is the obligation of the department to follow the progress of the work, inspect the work when it is completed, and approve the work before County occupancy. If a dispute arises as to the scope or quality of the work, the department should contact the County Administrative Office and County Counsel.

If the premises to be leased are within the incorporated territory of a city, the Board of Supervisors or the County Administrative Office, if the intended lease is within the County Executive Officer's authority to execute, must give 60 days written notice to the city clerk of the city wherein the premises are located of the County's intent to lease (Government Code, section 25351).

An option to renew a lease, permit, or license that was signed by the County Executive Officer (or a license signed by the Director of Public Works) may be exercised by the County Executive Officer or his/her designee (or in the case of a license signed by the Director of Public Works, by the Director of Public Works or his/her designee) unless the renewal would extend the lease or license past the maximum term permitted under the power delegated to the County Executive Officer or the Director of Public Works pursuant to this Chapter. Notwithstanding the previous, the County Executive Officer, at his/her discretion, may exercise options to extend lease terms when the County of Shasta is the tenant and the lease has been approved by the Board of Supervisors.

"Contract splitting" in order to avoid the need for approval by the County Executive Officer or the Board of Supervisors, as appropriate, violates this policy and is prohibited.

Those leases and licenses which are to be approved by the Board of Supervisors must be accompanied by a Board Report prepared by the department proposing execution of the lease or license.

The provisions of this section apply even if there is no monetary compensation for use of the real property. A lease, permit, or license must still be executed. Any question about whether a lease, permit, or license is required for the use of real property should be directed to County Counsel.

In the case of the rental or lease of real property, the department head may sign the claim for payment of rent on behalf of the non-County party of the lease, permit, or license in order to certify that the department will occupy the premises during the rental period being paid for and the non-County party of the lease, permit, or license is justly due the rent payment. In the case of multi-departmental tenancy, the department head of the department managing the monthly claims may sign the claim for payment as the other participating department heads will approve the subsequent journal entry in the County's financial management system.

4.3 Procedures when the County is the landlord.

Only the Board of Supervisors may lease the County's real property to a third party (Government Code, section 25521). Under most circumstances, before leasing the County's real property, the Board of Supervisors must adopt a resolution, by a 2/3 vote, that states the Board of Supervisors' intention to lease the real property. The resolution must describe the property, the minimum rent, and the terms of the lease. The resolution must also designate a date for a future meeting of the Board of Supervisors, to be held at least three weeks later, at which sealed proposals to lease the property from the County will be received and considered. Notice of the resolution and meeting must be posted in at least three public places at least 15 days before the date of the meeting at which bids will be received. The notice must also be published in a local newspaper once a week for three weeks. The Board of Supervisors may also advertise the request for bids in any other newspapers or magazines. (Government Code sections 25526 and 25528.)

At the noticed meeting, the Board of Supervisors must call for any oral bids before opening the sealed bids. If one or more oral bids are at least five percent higher than the highest sealed bid, the highest oral bid shall be accepted over the sealed bids (Government Code, section 25531). The Board of Supervisors may, if it deems such action to be for the best public interest, reject any and all bids, and withdraw the offer to lease the real property (Government Code, section 25534).

Section 26227 of the Government Code relieves the County of some of the foregoing procedural requirements when the Board of Supervisors leases County property to another public agency or to a non-profit corporation or association, if the lease is for the purpose of meeting the

“social needs” of the County, as that term is defined. Section 26227 allows for these leases “upon terms and conditions determined by the board to be in the best interest of the county,” which presumably means that the rent can be less than market value, even if another person or entity would lease the property, for other purposes, at a higher rent.

Section 26227 also permits the Board of Supervisors to finance or assist in the financing of the acquisition or improvement of real property and furnishings for these “social needs,” through a lease, installment sale, or other transaction, without complying with any other provision of the Government Code relating to acquiring, improving, leasing, or granting the use of, or otherwise disposing of, County property.

In all cases, the person or entity leasing the County’s real property must carry insurance and provide appropriate proof of coverage. (See Sections 7.1 and 7.3.5.)

For each lease of County real property, the Board of Supervisors will designate which department will administer the lease and collect the rent.

4.3.1 Emergency conveyance of an easement, license, or permit for use of County real property.

Pursuant to section 25526.6 of the Government Code, the Board of Supervisors hereby delegates to the County Executive Officer, and to his/her designee, authority to execute the conveyance of an easement, license, or permit for the use of County real property to the state; any county, city, district, or public agency or corporation; and any public utility corporation; upon a determination by the County Executive Officer, or his/her designee, that an emergency exists, that the conveyance is in the public interest, and that the interest conveyed will not substantially conflict or interfere with the use of the property by the County.

For the purposes of this Section 4.3.1, an emergency exists whenever the conveyance is necessary to ensure the continued operation of a County office or department, or when necessary for the preservation of life or property and includes, but is not limited to, conveyances to federal and state fire suppression agencies.

A conveyance executed by the County Executive Officer or his/her designee pursuant to this provision shall be presented to the Board of Supervisors at its next scheduled meeting (whether a regular, special, or emergency meeting) for ratification. Should the conveyance not be ratified, the conveyance executed by the County Executive Officer or his/her designee pursuant to

this provision shall nevertheless be deemed a legally binding conveyance until the Board of Supervisors fails to ratify the conveyance.

4.4 Retroactive leases.

A department that submits to the Board of Supervisors for approval a lease, the term of which has already commenced (i.e., a “retroactive” lease), must explain in the Board Report why the lease could not have been presented to the Board of Supervisors before its effective date.

Chapter 5.0 AGREEMENTS FOR SERVICES.

Section 5.1 Definitions; general principles and policies.

At times, the need arises for special services which are not provided by the County's regular work force. In addition, sometimes a source of funding (such as a grant agreement with the state or federal government) requires that the funded program be contracted out. For these and other reasons, the Board of Supervisors has been given the statutory authority to enter into agreements for the provision of specified types of personal services on behalf of the County.

However, state law limits the Board of Supervisors' power to enter into personal services agreements to those for specific special services and then only with persons/entities specially trained, experienced, and competent to perform such services (Government Code (GC) section 31000). Whether services are "special" requires a consideration of factors such as the nature of the services, the qualifications of the person/entity furnishing them, and the availability of the services from public sources. Services may be special because of the specialized skill or expertise of the person/entity furnishing them.

There are many types of services for which the County may enter into personal service agreements, including, but not limited to: financial, economic, accounting, engineering, environmental, land surveying, construction project management, legal, medical, therapeutic, administrative, architectural, landscape architectural, training, airport or building security, and laundry or linen services (GC sections 4526 and 31000).

However, the Board of Supervisors may enter into agreements for site maintenance or custodial services only if the site is remote from County employee resources and it would be more cost effective for the work to be done by an outside person or entity (GC section 31000).

The Board of Supervisors also may enter into agreements with temporary help firms for temporary workers during any peak load, temporary absence, or emergency other than a labor dispute for a period of 90 days or less if the Board of Supervisors determines that it is in the economic interest of the County to provide such temporary help through a personal services agreement, rather than hiring or employing persons for such purposes (GC section 31000.4).

For the purposes of this Manual, a "personal services agreement" is an agreement (or "contract") which engages the time and effort of a "consultant" or "contractor" for the primary purpose of performing specific functions or tasks rather than furnishing a tangible end product.

For example, a contract to construct a building is not a “personal services agreement” since there is a specific and tangible end product, i.e., a new building. On the other hand, an agreement with a trainer is a “personal services agreement,” even if the trainer prepares a training manual, because the focus is on the trainer’s time and talents.

An agreement with a professional such as an architect or engineer for services related to undertaking a public works project would be considered a “personal services agreement” and would be governed by this chapter of the Manual, as would a contract for the maintenance of County buildings or grounds.

On the other hand, a construction contract to repair a County building is a “public works contract,” not a “personal services agreement.”

The distinction between a personal services agreement and a public works contract is sometimes difficult to make, particularly when the distinction is between the maintenance and the repair of buildings. (See Chapter 6.0 regarding public works contracts.)

The correct contract format, whether a personal services agreement or a public works contract, must be used because each type of contract includes unique and particular provisions which protect the County, its employees, and the public against the different types of risks inherent in the work undertaken under the contract. If there is any question about whether a contract is for personal services or a public works project, County Counsel should be consulted.*

5.2 Retroactive agreements.

The County *cannot* compensate a consultant or contractor: (1) for services rendered if there is no written personal services agreement signed on behalf of the County by the Board of Supervisors or by a County agent or officer delegated authority in writing by the Board of Supervisors; (2) if the agreement does not specifically delineate and define the services to be rendered; or (3) if some or all of the services have been rendered prior to the effective date of the agreement. If any of these defects exist, a personal services agreement must be drafted or an existing agreement must be amended and the agreement (or amendment) must be ratified by the Board of Supervisors, or, in appropriate circumstances, the County Executive Officer (CEO). However, no

* Purchase Order forms do not include certain provisions, such as indemnity, insurance, or termination clauses, which protect the County. For this reason, Purchase Orders are only to be used to buy goods (although incidental services may be included), and may not be used to procure personal services. See Section 2.5.4. of this Manual.

personal services agreement (whether retroactive or not) can be ratified if beyond the powers of the Board of Supervisors, or when the parties have not reached agreement as to the terms and conditions of the services which were provided.

Therefore, if a retroactive agreement or amendment is an agreement or amendment for any period of time whereby: (1) there is no monetary compensation, or (2) there is only an exchange of in-kind services or goods of equal value as consideration, with a value of any amount, it may be signed by the CEO, so long as the agreement or amendment is otherwise within the signing authority of the CEO. The CEO may also sign retroactive agreements or retroactive amendments for agreements that are limited to one or more of the following services: teleconferencing or videoconferencing services, computer and related equipment software licenses, support and maintenance agreements, computer and related equipment hardware support and/or maintenance services, electronic filing services or database access and confidentiality agreements. (See certain services as outlined in Section 5.6.1.

Except in the case of agreements with the state or federal governments (which are frequently tardy in processing agreements), a department that submits a retroactive agreement or amendment to the Board of Supervisors must briefly explain in the Board Report why the agreement or amendment could not have been presented before its effective date.

5.3 Preference for competitive procurement.

While state law generally does not require bidding or other competitive procurement practices when the County is negotiating personal services agreements, departments are *strongly encouraged* to use competitive procurement practices when choosing the consultant or contractor who will provide the services, and should always use competitive procurement if the agreement is for a controversial or unique project, or for a project that is of particular interest to the Board of Supervisors or to the public. The Board Report, with respect to any personal services agreement, should describe the department's competitive procurement efforts (and if the agreement was "sole sourced," it must contain a brief justification for doing so).

Sometimes, simply telephoning prospective consultants/contractors will be sufficient to ensure that the department has found the best service provider at the best price. In other circumstances, the department should use an RFQ (request for quotes) or an RFP (request for proposals) for personal services agreements. Issuing an RFQ or an RFP can help achieve two goals: getting the right kind of services and getting those services for the best price. In addition, competitive

procurement assures the public that all prospective consultants/contractors have had an equal and fair opportunity to be considered.

An RFP is a request by the County for a proposal, including the price thereof, to perform a service which will meet *certain generally delineated specifications, requirements, and/or outcomes*. The focus of an RFP is upon how the person or entity submitting a proposal (“the Responder”) proposes to provide the service desired by the County. An RFP is particularly useful where the County knows the objectives it wants to achieve but wants to allow the Responder the flexibility to describe how it will achieve the outcomes (possibly at a lower cost). The County is not required to accept the lowest priced proposal.

An RFQ is an invitation by the County for a quote to provide a particular service(s), *meeting specific criteria*. The primary focus of an RFQ is upon the price a person or entity submitting a quote (the “Responder”) proposes to charge for the particular service the County desires. While the price is a primary factor with an RFQ, it is not the only factor. The County may also consider the Responder’s qualifications, response timeline, and other relevant matters, and is not required to enter into an agreement with the Responder who submits the lowest quote.

Essentially, the RFP format would be used primarily for obtaining services where the goals and requirements are more general in nature. In contrast, an RFQ would ordinarily be used to obtain services where we have certain specific criteria in mind and would be ***primarily price driven***. In other words, an RFQ is used when a department knows exactly what services it wants to procure and intends to choose the consultant by price and qualifications. An RFP is used if a department intends to negotiate the scope of work based on the proposals submitted. The RFP process requires the responder to devise certain aspects of the program or services to be provided.

Note: An RFB (request for bids) should not ordinarily be used for personal services agreements because under the RFB process, the agreement is awarded based solely on price and not on the qualifications and/or how services will be rendered or a particular project undertaken (see Shasta County Code Chapter 3.04).

The decision to engage in competitive procurement by issuing an RFQ or an RFP (rather than more informal efforts) often depends on whether doing so is likely to be cost effective. There are a number of questions to consider. Does the funding agency require competitive procurement? (For example, state regulations require that specific procurement procedures be used by the Departments of Public Works and Health and Human Services Agency agreements to which the State

Department of Social Services regulations apply). Is it possible that the County will get a better service or program because the procurement process encourages creativity and innovation? Will the County get the service or program at a lower cost? Are there two or more potential consultants/contractors who are qualified and willing to provide the service? What is the time frame? Is the proposed service complex or simple? Are there any substantial justifications for not engaging in competitive procurement?

If a department decides not to issue an RFQ or an RFP, at least informal telephone inquiries should be made. If competitive procurement measures are not used, the department must explain to the County Administrative Office (CAO) upon request or to the Board of Supervisors (in the Board Report) why the decision not to use competitive procurement practices was appropriate.

If an RFQ or an RFP is used, a sufficient number of prospective vendors should be invited to participate in order to elicit adequate competition and responses. Furthermore the RFQ or RFP should be published on the County's and/or the department's Internet website and a brief notice published in the local newspaper if appropriate.

5.3.1 RFQ and RFP contents.

The amount of detail to be included in the RFQ or RFP depends on the type of service needed. Less information is needed if the service is of a type which is routinely provided. Department staff can obtain RFP and RFQ templates, and process/timeline checklists, from the Purchasing Unit of the Support Services Department. The templates can also be downloaded from the County's Intranet website on the Support Services Department, Purchasing Unit's webpage.

The following elements may be included in a RFQ or RFP:

- A. Department's name and address.
- B. Date of issuance.
- C. Date, hour, and location submissions are due.
- D. A description of the services to be furnished in sufficient detail to permit full and free competition.
- E. Any requirements as to when the services must be delivered.
- F. A description of any reporting requirements and any performance or outcome measures.
- G. The County's standard Personal Services Agreement (**ATTACHMENT B**).

- H. Instructions concerning preparation and submission of responses; e.g., required format and contents, etc.
- I. A requirement that the Responder provide a description of the Responder's qualifications to provide the services, including prior similar work, public entity references, information about related litigation or debarment, and proof of any required licensure.
- J. A requirement that the Responder describe the personnel to be used to provide each of the services, the Responder's timetable for implementation of each element of the services, and a certification that all statements in the response to the RFQ/RFP are true and that if any statements are false, the County may terminate the personal services agreement made as a result of the quote.
- K. A statement that if only one Responder submits a letter of intent or responds to the RFQ/RFP, the County may, at its sole discretion, enter into negotiations with that Responder or reject that quote.
- L. A statement that the County may reject any and all responses and may waive any irregularities in any response, in its sole discretion.
- M. Unless the department is awarding the contract based solely on lowest price, a statement that the County is not required to award a contract to the Responder with the lowest price.
- N. A statement that the County may cancel the RFQ/RFP process at any time.
- O. A statement that responses will become the sole property of the County and that after the RFQ/RFP process is complete, the responses will be public records, and a statement regarding the handling of items identified as trade secrets.
- P. A statement that the County reserves the right to use any ideas in a response regardless of whether the individual or firm submitting the response is selected to provide the service.
- Q. A statement that the County will not be liable for the costs of work performed in the preparation and production of a response.
- R. A process for considering/handling protests or appeals.

- S. A list of the factors to be considered in evaluating responses received.
- T. An explanation of the evaluation/selection process.
- U. A statement of the department's goals and objectives for the program or services to be provided and its proposed performance measures.

The foregoing elements are not exhaustive or universally applicable. Moreover, each department may have specific procurement requirements (as is the case with the County's Health and Human Services Agency- contracts pursuant to the State of California Department of Social Services Manual of Policies and Procedures).

The content of an RFQ or an RFP is also a function of the type of solicitation, the expected price or compensation, and the type of service to be provided. The Purchasing Unit shall be consulted for assistance in drafting the RFP or RFQ. The Purchasing Unit shall also assist with the evaluation and award process, and will be informed and may assist in negotiation of the agreement. Advance review of RFPs and RFQs by County Counsel is not required; however, County Counsel should be consulted whenever a legal issue arises.

5.3.2 Competitive procurement for certain federal- or state-funded agreements.

Agreements funded in whole or part by federal grants, inter-governmental cooperative agreements, or sub-awards to or by state or local governments may be subject to the procurement rules contained in Part 18, *Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments*, of Subtitle A of Title 49 of the Code of Federal Regulations ("Part 18"). Those rules take precedence over the provisions of this Manual. Each department is responsible for determining from the grantor whether Part 18 applies to an agreement.

In addition, a grant may require the County to include specific provisions in an agreement funded by the grant. State or federal law may also require the County to include specific provisions in an agreement. It is the responsibility of the applicable department to make sure that those specific provisions are included in the agreement. If specific provisions are required, and are added to the approved standard format Personal Services Agreement (**ATTACHMENT B**), then that agreement is still considered to be a "standard format" for purposes of determining whether the Department Head or the CEO may sign the agreement. The Personal Services Agreement (**ATTACHMENT B**) is used for expenditure and revenue agreements.

5.4 Drafting a personal services agreement.

The process of entering into a personal services agreement is initiated by the department seeking the services. The Personal Services Agreement (**ATTACHMENT B**) standard format should be applicable to most personal service arrangements. For a select list of services totaling \$5,000 or less, a simplified purchase order for services form may be used *if* the services are not ongoing or repetitive (Administrative Manual 2-201; see also section 5.18 in this Manual). As noted in Section 5.6 of this Manual, many agreements require review by County Counsel and the County Risk Manager. To avoid delays inherent in the review process, it is strongly recommended the department consider using the approved standard format whenever possible. Further, the Request for Personal Services Agreement Review/Approval (**ATTACHMENT H**) document shall be used to speed the review, approval, and County signature process.

The Department Head or the department's contract administrator will ordinarily negotiate the agreement on behalf of the County.

The first step in that process is to determine the legal status/name of the consultant who will be providing the service. Is the potential consultant an individual person, a person doing business under a “fictitious name,” a corporation, a limited liability company (“LLC”), a partnership, or some other legal entity? If the potential consultant is a corporation or an LLC, check the status of the company on the California Secretary of State’s online business website to confirm that the corporation is qualified to do business in the State of California. The department must then determine if the person with whom it is negotiating has the legal authority to sign the agreement. In that regard, see Section 5.17, item <21>.

Negotiations should then proceed using the approved standard format Personal Services Agreement (**ATTACHMENT B**).

The approved standard format agreement contains several blanks that must be filled in. One of the most important blanks to fill in is Section 1, the responsibilities provision, which is that part of the agreement, usually prepared by the department during negotiations, which describes what the department wants the potential consultant to accomplish. The description of the services to be provided may either be included as part of Section 1 itself, or can be included in a separate document (perhaps the proposal or “scope of work” submitted or prepared by the consultant), which may be referred to in Section 1 and attached. If the description of the services to be provided (or any other document referred to in the body of the agreement) is contained in an electronic

document on a website, a hardcopy must be printed and attached to the agreement to memorialize its terms.

The Department Head or the department's contract administrator may find it useful to request input from staff, other departments, government agencies, or the Purchasing Unit in drafting the responsibilities provision.

The importance of the language used in the responsibilities provision cannot be overemphasized. If a dispute arises, any ambiguity caused by an ill-chosen word or phrase (or even a mistake in punctuation) may be interpreted against the County. Ambiguous and inaccurate language and punctuation or unaddressed issues can require more administrative attention and result in higher costs. The contract drafter should strive to have each sentence be direct, concise, and lucid. Avoid jargon, redundancy, and vagueness. Use terms consistently. Define acronyms. Read the responsibilities provision critically, looking for any loopholes.

Whether the language used in the responsibilities provision should be broad and general or more task-specific and tightly worded will largely depend on the objective of the agreement. For example, a statement of services to be provided for an agreement to create software for a particular purpose will be more specific than a statement of services to be provided for an agreement to recommend ways to improve departmental efficiency.

The next step should be to decide whether the consultant will be responsible for results or for methods, or both. It is usually preferable to require specific *outcomes* (for example, requiring the consultant to show how many people taking a class will achieve a particular goal) rather than *outputs* (requiring the consultant to teach a class to a certain number of people). Achieving outcomes can be encouraged by linking achievement to compensation (i.e., the better the result, the higher the pay).

In order to determine if the consultant has achieved a goal (in other words, to assess outcome), the language of the agreement should include a mechanism to monitor performance outcomes. Sometimes, the monitoring method is specified by the federal or state agency that is funding the service to be provided under the agreement; otherwise, it is up to the department to devise a method for monitoring performance. Depending on the type of service, and the outcome desired, the monitoring mechanism could consist of observation records, field diaries, audits, user surveys, or data from other governmental agencies (crime or enrollment statistics, for example). The consultant can often help the department develop the monitoring mechanism to be used.

The measurement of outcomes should assess some aspect of the effect, result, or quality of the service to be provided (rather than efforts expended or resources consumed). For example, the measurement of outcomes could be based upon reliable information regarding the number or percentage of people who were helped to a significant extent; the number or percentage of people who report satisfaction with the consultant's/contractor's services; the response time or length of wait for services; or the number of complaints about the program.

Regardless of the methodology, performance measures should be quantifiable, time specific, and verifiable. They should provide information about cost, productivity, quality, user satisfaction, effectiveness, and efficiency. Thus, when writing performance measures language, avoid imprecise terms such as "maximize" or "appropriate." Use action verbs such as "respond," "obtain," "issue," "furnish," and "provide." Use specific quantities or other measurements if possible. Also, establish beginning and ending dates/timeframes.

In developing performance measurements, cost efficiency should also be kept in mind. The more costly the agreement, the more emphasis should be put on requiring the consultant to demonstrate that services have been effective.

When writing the responsibilities provision, keep in mind that its length and complexity will depend in large part on the nature of the services to be provided and the purpose of the agreement.

Here is a suggested format for more complex agreements:

- A. Scope - describes the purpose or end product of the work or services;
- B. Requirements -- includes tasks, response times, deliverables, and/or end results required and any schedules or due dates;
- C. A listing of any documents which describe the work or services;
- D. Staffing/personnel levels, staff qualifications, and coordination;
- E. Evaluation, verification, and acceptance procedures; and
- F. Performance/Outcome Measurements - defines the consultant's/contractor's reporting obligations and performance requirements.

Remember: *The consultant is only obligated to do what is specifically called for in the agreement.* The department should never assume that a consultant will perform additional tasks beyond those strictly required by the agreement, even if they are logically related to the work or services to be performed/undertaken. If the task or duty is desired at all, it should be spelled out

in writing. The department cannot rely on any oral promises or representations of the consultant. All promises and representations must be put in writing. Remember that if a dispute arises, it is likely that the consultant will point to the language in the agreement as being the limits of the consultant's/contractor's responsibilities. Look for loopholes. Consider what the department would do if the work or services were not provided in the manner or within the time expected. Consider the possibility of an abrupt termination. Are there specific documents, activities, or data that need to be addressed in the agreement language? The agreement should be written to avoid problems which are foreseeable and to provide a method to solve problems when they arise.

If the task of writing specific language becomes too cumbersome, consider having the consultant draft proposed language to describe exactly what work or services the consultant will provide and the desired performance outcome goals and performance/outcome measurements.

The department must include any provisions in the agreement which may be required by the terms of a state or federal grant which is funding the agreement. Failure to do so could result in a breach by the County of the grant agreement.

Finally, keep in mind that the agreement represents the County of Shasta. Carefully proof-read it for both content and style. Make sure it is logical and clear. Conform your language throughout (for example, do not call the contractor a "consultant" in one place and the "provider" elsewhere). Make sure the agreement is formatted properly. A professionally prepared document sets the right tone in dealings with the consultant.

5.5 Tax treatment of consultants.

In any agreement for services under federal and state employment tax law, the County must resolve the basic question of whether to treat the consultant as an employee or as an independent contractor *for tax purposes*.

The general rule is that a consultant who/that performs services for the County will be treated as an employee for tax purposes if it clearly is established that the County controls the manner and means by which the consultant accomplishes the work. Where it is not clearly established that the County controls the manner and means by which the consultant accomplishes the work, a consultant may still be treated as an employee for tax purposes. Therefore, a consultant that, in fact, is a true "independent contractor" may nonetheless still be treated as an employee strictly for tax purposes. In no event should a decision to treat a consultant as an employee for tax

purposes be considered a decision that the consultant is an employee for any other purpose and is not a true independent contractor.

The consultant's tax status (employee or independent contractor) determines how the County will *report* to other government agencies about the payments made to the consultant. These government agencies include the Internal Revenue Service ("IRS"), the State of California Franchise Tax Board ("FTB"), and the State of California Employment Development Department ("EDD").

The status of the consultant also determines whether the County must *withhold* compensation under the agreement from the consultant for direct payment to the IRS and FTB and whether the County must pay additional employment taxes pursuant to the Federal Insurance Contributions Act ("FICA") and Medicare. If a consultant's/contractor's status for tax purposes is that of employee, rather than independent contractor, the County must withhold federal income tax, Social Security, and Medicare taxes; pay federal unemployment tax; issue an annual W-2; and report wages to the IRS.

In addition, if taxes must be withheld, the department must pay the "employer's share" of Social Security and Medicare.

If the County will be withholding taxes, the department must verify the consultant's/contractor's identity so that a Form W-2 can be issued. The department should make a photocopy of the consultant's/contractor's Social Security card (or Individual Taxpayer Identification Number ["ITIN"] or Employer Identification Number ["EIN"]) and picture identification (such as a driver's license or passport). The department must also obtain a completed Form W-4 (Employee's Withholding Allowance form) and submit it to the Auditor-Controller, with the executed agreement, proof of identity, a direct deposit form, and a check marked "void" from the consultant's/contractor's bank account, with the first claim for payment. The consultant will be paid by direct deposit into the consultant's/contractor's bank account, through the County's financial management system.

The tax status of the consultant must be indicated on the top right corner of the first page of the agreement. If the consultant is not to be treated as an employee for tax purposes, write or stamp "No Withholding" on the agreement. If the consultant is to be treated as an employee for tax purposes, write or stamp "Withholding." The Auditor-Controller will review the recommen-

dation and determine how to process payments and apply appropriate withholding. If the consultant is not registered with the California Secretary of State or is an out-of-state consultant, then confer with the Auditor-Controller about withholding status. If a withholding waiver has been issued by County Counsel (see Section 5.5.1), a copy must be attached to the agreement. The Auditor-Controller will review and determine required withholding as applicable with Revenue and Taxation Code (RTC).

The failure to withhold when required can result in the imposition of significant penalties on the County.

These are the criteria for determining whether to withhold:

- A. The Five-or-More Employees Rule. If the consultant has five or more full-time employees, the consultant is treated for tax purposes as an independent contractor. In other words, taxes will *not* be withheld from the consultant's/contractor's compensation. The first paragraph under *Employment Status of Consultant* in the Personal Services Agreement (**ATTACHMENT B**) should be used. Special rules apply to a non-resident consultant (including out-of-state corporations and other such business entities). If the consultant is not a resident of California, see Section 5.5.4.
- B. Small Consultants/Contractors. If the consultant has fewer than five employees, then the consultant must be treated as an employee for tax purposes (that is, taxes *will* be withheld) *unless* the department requests and obtains a withholding waiver from County Counsel. (See Section 5.5.1.) If no request is made, or if County Counsel determines that a waiver of withholding is not appropriate, use the alternate language in the paragraph *Employment Status of Consultant* of the Personal Services Agreement (**ATTACHMENT B**) when describing the service provider's status. Note that the standard format agreement still refers to the consultant as an independent contractor (as explained in Section 5.5 above), but also provides that the County will withhold taxes.
- C. Waivers. If County Counsel has given a waiver, and the Auditor-Controller concurs, a consultant with fewer than five employees shall be treated as an independent contractor and taxes will not be withheld from the consultant's/contractor's compensation. Use the first paragraph in Section 9, under *Employment Status of Consultant* of the Personal Services Agreement (**ATTACHMENT B**).

- D. When dealing with a sole proprietor, make sure to also comply with the EDD reporting requirements described in Section 5.13.

5.5.1 Waiver requests.

When a consultant with fewer than five employees appears to meet the criteria for treatment as an independent contractor and wants to avoid withholding, the department should submit a Withholding Waiver Request Form (**ATTACHMENT C**) to County Counsel. If the consultant has five or more employees, it is not necessary to submit a Withholding Waiver Request Form to County Counsel because the consultant is presumed to be an independent contractor. The Withholding Waiver Request Form will be evaluated by County Counsel using the criteria listed in Section 5.5.2. County Counsel will approve the waiver based upon the review of the agreement and any other relevant documentation the department may provide.

If independent contractor status is desired, particular attention should be paid to defining the scope of the work or services clearly, completely, and accurately. The more the agreement allows the County to exercise control over the day-to-day activities of the consultant, the more likely the consultant will be treated like an employee for tax purposes. On the other hand, the agreement should reflect the true intentions of the parties, and no language should be changed or reworded in order to achieve a particular tax status if the revision is inconsistent with the parties' intent or the true working relationship of the parties. Such conduct would raise the question of tax evasion, for which there are severe civil and criminal penalties.

If County Counsel does not approve the waiver, the agreement must provide for the withholding of taxes with the concurrence of the Auditor-Controller.

The determination as to whether a consultant is an employee for the purposes of withholding applies not just to agreements with individuals, but also to agreements with business entities (such as corporations, limited liability companies ("LLC's"), and partnerships).

5.5.2 Determining tax status.

The basic rule in determining employment status for tax withholding purposes, is that the consultant should be treated as an employee (and taxes withheld) if the County has the *right* to direct and control the manner and means by which the work or service is performed. This is true even though the County does not actually exercise that "right of control" during the performance of the agreement. This is the "common law" test for employment, and it applies to the determination of employment status generally, not just for tax withholding purposes.

The Internal Revenue Service (“IRS”) has published a list of factors to consider in ascertaining whether the principal to an agreement exercises sufficient control to warrant finding that the consultant should be treated as an employee for tax withholding purposes. No one factor is necessarily conclusive. Rather, the factors probe the nature of the relationship between the “principal” (i.e., the County) and the consultant in order to determine whether the principal could or does control the means and methods of performing the work.

The written terms and conditions of the agreement between the County and the consultant are evidence of the provider’s tax status. However, when the written terms of the agreement are at odds with the actual facts and practices, the real relationship between the County and the consultant is what counts. For example, the agreement may say explicitly that the consultant is an “independent contractor” and receives no direction concerning the manner or means whereby the work is accomplished or the services are provided. Yet, if the County actually does provide such direction, or, if it is understood that the County *could* provide such direction, the consultant should be treated as an employee for tax purposes regardless of language in the agreement to the contrary. These types of contractual relationships should be avoided.

5.5.3 The IRS factors.

In determining whether a consultant should be treated as an independent contractor for purposes of withholding, the IRS focuses upon the issue of control versus independence. If the factors weigh on the side of control, then the consultant is an employee and not an independent contractor; if the factors weigh on the side of independence, then the consultant may be considered an independent contractor and not an employee.

The facts that provide evidence on the issue of control vs. independence fall into three categories -- Behavioral Control, Financial Control, and the Type of Relationship itself.

Behavioral Control covers facts that show whether the County has a right to direct or control how the work is done or the services provided through instructions, training, or other means.

Financial Control covers facts that show whether the County has a right to direct or control the financial and business aspects of the consultant’s/contractor’s work/services. This includes:

- A. The extent to which the consultant has unreimbursed business expenses;
- B. The extent of the consultant's/contractor's investment in the facilities used in performing services;
- C. The extent to which the consultant's/contractor's services are made available to the relevant market;
- D. How the County pays the consultant (e.g., by the hour vs. a lump sum for completing the work/services); and
- E. The extent to which the consultant can realize a profit or incur a loss.

Type of Relationship covers facts that show how the parties perceive their relationship. This includes:

- A. Provisions in the agreement describing the relationship the parties intend to create;
- B. The extent to which the consultant is available to perform services for other businesses or entities;
- C. Whether the County provides the consultant with employee-type benefits, such as insurance, a pension plan, vacation pay, or sick pay;
- D. The permanency of the relationship; and
- E. The extent to which the work or services performed by the consultant are a key aspect of the regular business of the County.

Many of the foregoing IRS factors are self-explanatory. The following constitutes an explanation of those which are the most important and perhaps most difficult to understand:

Behavioral control - The principal confusion arising with this factor concerns the right to give instructions vs. actually giving the instructions. In many instances, the County might not give any instructions at all to a consultant. While that fact may be indicative of independent contractor status, it is not determinative. The real question is whether, under the terms of the agreement, the County *could* instruct the consultant as to where, when, or how to do the work or provide the services.

A “key aspect” of the regular business of the County - This factor asks whether the work being performed is part of the regular business activities of the County. Are the services routinely conducted in order for the County to carry out its mission? If so, then the work or services

would normally be considered an integral part of the County's business. This is indicative of status as an employee.

The permanency of the relationship - This factor looks at whether the consultant has established an ongoing relationship with the County. What is the historical record of the relationship? How many times has the consultant entered into agreements with the County? How frequently? Even intermittent contracting may form grounds for finding a continuing employee/employer relationship.

Making a profit or a loss - If the agreement poses no risk of financial loss to the consultant, this factor will weigh in favor of finding an employment relationship. For example, if the County provides the facilities where the work is to be performed or the services provided; pays for all of the materials, expenses, and costs of the consultant to attend to and perform the work or services; and pays the consultant an hourly rate for the work or services, the risk of loss to the consultant is small or non-existent and is indicative of an employment relationship. On the other hand, for example, if the County hired a trainer who was paid a per pupil rate or a lump sum, who had to cover all expenses and costs, and who had to provide the training facilities, then there would clearly be a much greater risk of a loss or potential for making a profit, which is indicative of independent contractor status.

Remember, no one factor is determinative. However, unless a review of these factors indicates that a consultant is an independent contractor, the agreement must treat the consultant as an employee for tax withholding purposes.

5.5.4 Special tax rule for out-of-state consultants/contractors.

State law requires the County to withhold seven percent (7%) of all income paid to certain consultants/contractors (including corporations and other business entities) who do not "reside" in California (RTC section 18662; California Code of Regulations, title 18, sections 18662-1 to 18662-14). The provisions do not apply if the consultant is a corporation with a principal place of business in California; a partnership with a permanent place of business in California; or a corporation qualified through the Secretary of State to do business in California.

A nonresident consultant can apply to the State of California Franchise Tax Board ("FTB") for a waiver of this withholding requirement. An FTB withholding waiver will generally be granted when the nonresident consultant has a current history of filing State of California tax returns and/or is currently making estimated tax payments to the FTB. An FTB waiver request is

made on FTB Form 588, which the consultant can fax to the FTB at (916) 845-4831. Be sure to use the correct language for out-of-state contractors in the paragraph of Section 9, entitled *Employment Status of Consultant* of the Personal Services Agreement (**ATTACHMENT B**).

The department negotiating the agreement is responsible for determining whether this rule applies to a consultant. In addition, the department should not shorten the standard time period of 30 calendar days for paying an out-of-state consultant after receiving the consultant's/contractor's invoice without prior approval of the Auditor-Controller.

5.6 Who has authority to execute (sign) personal services agreements on behalf of the County.

The Board of Supervisors has delegated limited authority to the CEO, as the County's Purchasing Agent, and Department Heads to execute (sign) personal services agreements. There are a number of conditions that must be met before this delegated authority can be exercised. It is important that the department correctly identify who will sign the agreement on behalf of the County; an agreement signed by a person lacking authority to sign will be void or voidable.

This Manual uses term and compensation amounts involved as primary factors in determining delegation of signature authority. In addition, some agreements can be executed without review and approval by County Counsel and Risk Management. However, it is important to understand that the length of time a contract is in place or the amount of compensation involved does not always reflect the actual risk involved. For example, an agreement to remove hazardous waste from a particular area might be of limited duration and be for a relatively small amount of compensation. However, the ramifications if there is a breach could be significant. The department should consider the potential risk involved in determining whether to proceed without County Counsel or Risk Management review.

5.6.1 Authority of the County Executive Officer.

Subject to Section 5.6.2, the CEO, as the County's Purchasing Agent is authorized to sign, on behalf of the County, personal services agreements prepared by County departments *without prior approval of County Counsel and the County Risk Manager* as long as all of the following criteria are met unless specifically required as set forth below:

- A. The non-revenue agreement is primarily for personal services rather than the purchase of goods (although the agreement can provide for incidental purchases, such as the purchase of training materials).

- B. The agreement is for a term of no more than a total of three years (for example, a one-year initial term and a maximum of two one-year extensions/renewals of the initial term exercisable by the County or automatic).
- C. Total compensation, including reimbursable costs, over the entire term of the agreement, will not exceed \$50,000. (See also Section 5.6.4 pertaining to the authority of Department Heads to sign certain agreements.)
- D. Current year compensation is already budgeted for in the department's current budget or the preliminary budget.
- E. To the knowledge of the CEO, the consultant is not a current County employee; not the spouse, registered domestic partner, or dependent of a current County employee; and the consultant is not related to any person employed in the department for which the work or services will be performed, or after consultation with County Counsel, it is determined that the relationship is so remote as to not affect the validity of the agreement.
- F. The format and language of the agreement conform *exactly* to the format attached to this Manual as the Personal Services Agreement (**ATTACHMENT B**). If the format and language of the agreement do not conform exactly to the language and format of the Personal Services Agreement (**ATTACHMENT B**), and/or any references to Health Insurance Portability and Accountability Act (HIPAA) or Health Information Technology for Economic and Clinical Health Act (HITECH) are included in the agreement, the CEO may nevertheless sign the agreement so long as it has the prior approval of County Counsel and the County Risk Manager and otherwise meets the criteria of this Section 5.6.

If only the insurance clause in the agreement varies from the insurance clause language in the Personal Services Agreement (**ATTACHMENT B**), the CEO may sign the agreement if the County Risk Manager also approves it and the rest of the agreement conforms exactly to the Personal Services Agreement (**ATTACHMENT B**); approval of County Counsel is not required.

If the indemnification clause varies from the language in the Personal Services Agreement (**ATTACHMENT B**), the CEO may sign it, but both the County Risk Manager and County Counsel must also approve the agreement.

Notwithstanding the foregoing delegation of authority, the CEO may decline to execute any agreement that the CEO believes should be presented to the Board of Supervisors or where the CEO believes that review by County Counsel and/or the County's Risk Manager is appropriate.

5.6.2 Agreements requiring special handling.

Certain agreements require special handling:

- A. Agreements for legal services. Agreements for legal services can only be signed by the Board of Supervisors no matter how minimal the compensation and requires a 2/3 vote of all the members of the the Board (pursuant to GC section 25203).
- B. Agreements for the construction or remodeling of, or modifications to, County-owned or County-leased buildings. A "public works contract" must be used to obtain these types of services. (See Chapter 6.0 for delegated authority in connection with public works contracts.)
- C. Agreements for the installation or maintenance of security or alarm systems or the maintenance, cleaning, or repair of County-owned or County-leased buildings. These agreements must be processed by Facilities Management (not by individual Department Heads). They are signed by the Director of Public Works, the CEO, or the Board of Supervisors, as appropriate. Department Heads are authorized to sign municipal alarm system (fire or burglar) monitoring permit application agreements without County Counsel, the County Risk Manager, or CEO approval.
- D. Agreements for the rental of vehicles. Individual vehicle rental agreements with a County authorized vehicle rental agency may be signed by authorized personnel traveling on County related business. Invoices are received in

and approved by the Department of Support Services, Purchasing Unit and then forwarded onto the appropriate department for payment. No individual vehicle rental may exceed \$5,000 without the approval of the Purchasing Unit. Any vehicle rentals that qualify as Aggregate Rental Agreements shall be subject to Section 3.2 of this Manual. (See also the Shasta County Personnel Rules, Chapters 20, 33, and Administrative Policy 8-103, Section C.15 regarding vehicle rentals.)

- E. Leases of buildings or real property are ordinarily processed by the CAO and are signed by the Board of Supervisors. However, the CEO (not Department Heads) may sign leases, where the County is the tenant, if the monthly rent does not exceed \$7,500 and other conditions are met. (See Section 4.2.)
- F. Agreements for the purchase of goods, including capital assets. (See Chapter 2.0.)
- G. Agreements for services or goods, or short-term rentals, related specifically and solely to the investigation, prosecution, or defense of a specific crime or crimes, may be drafted and executed by the Sheriff, District Attorney, or Public Defender, in accordance with Resolution No. 2005-148.
- H. Retroactive agreements. (See Sections 5.2 and 5.6.1)
- I. Agreements with a term in excess of three years. (See Section 5.6.1)
- J. Aggregate agreements. (See Section 5.9)

5.6.3 Authority of Department Heads to sign personal services agreements.

County Department Heads, as the designees of the CEO/Purchasing Agent, are authorized to draft and sign personal services agreements without prior approval of the CEO, County Counsel, and the County Risk Manager as long as *all* of the criteria in Sections 5.6.1 and 5.6.2 are met, except that total compensation, including reimbursable costs, may not exceed \$10,000. However, if the agreement references HIPAA or HITECH, County Counsel approval as to form is required.

If any one of the criteria provided for in Sections 5.6.1 and 5.6.2 is not met, then the CEO or the Board of Supervisors must sign the agreement, as appropriate. However, if the

only deviation from the standard language involves the insurance clause, the Department Head may still sign the agreement if the County Risk Manager approves the agreement as modified; County Counsel and CEO approval are not required. If the only deviation from the standard language involves the indemnification clause, the Department Head may still sign the agreement if both the County Risk Manager and County Counsel approve the agreement; approval by the CEO is not required.

Agreements that deviate from the standard format may be signed by Department Heads if the total compensation does not exceed \$10,000, the total term of the agreement does not exceed three years, if County Counsel approves the agreement as to form and, if the deviation is from the standard insurance and indemnification provisions, the County Risk Manager approves the agreement.

Department Heads also have the authority to enter into and sign or electronically “sign”, without County Counsel or the County Risk Manager review and approval, standard extended warranties, extended service agreements, extended maintenance agreements that are normally offered by a vendor when a product is purchased. For the purposes of this section, an extended warranty, extended service agreement, or extended maintenance agreement, is a prolonged warranty offered on items at the time of purchase. Extended warranties may be offered by the original retailer, the manufacturer, or third party. Section 2.5.5 grants Department Heads the authority to sign and renew these types of agreements if the department makes the initial purchase using a purchase order, whereas this policy will allow departments to purchase these same types of agreements outside of the original purchase process. In order to qualify under this section; total compensation over the entire term of the agreement cannot exceed \$10,000; the agreement term may not be in excess of three years; and the agreement cannot be retroactive (see Agreements requiring special handling Section 5.6.2).

Departments are prohibited from splitting or separating work or services into smaller units to evade the monetary or maximum term limitations.

See Section 5.11 regarding the procedures to be used when obtaining advertising spots or production services.

When drafting a personal services agreement, the Department Head or the department’s contract administrator should follow the instructions at Section 5.17. Those instructions are for the use of the Personal Services Agreement (**ATTACHMENT B**).

5.6.4 Authority of County Executive Officer and Department Heads to sign revenue agreements and other agreements.

The CEO has the authority to sign, *without* approval of County Counsel or the County Risk Manager as to form, revenue agreements, including retroactive, so long as: (1) the agreement is in the County's standard format; (2) compensation over the entire term of the agreement (the base term plus any option terms) does not exceed a total of \$500,000 per fiscal year or federal fiscal year; and (3) the term of the agreement, including all authorized extensions or options, will not exceed 60 consecutive months. The CEO has the authority to sign revenue agreements meeting criteria (2) and (3) listed above that are not in the County standard format with the County Risk Manager approval and County Counsel approval as to form.

Notwithstanding the limitations set forth in Section 5.6.3., Department Heads also have the authority to sign, without the County Risk Manager approval and County Counsel approval as to form, revenue agreements, including retroactive, so long as: (1) the agreement is in the County's standard format; (2) compensation over the entire term of the agreement (the base term plus any option terms) does not exceed a total of \$100,000 per fiscal year or federal fiscal year; and (3) the term of the agreement, including all authorized extensions or options, will not exceed 36 consecutive months.

Department Heads have the authority to sign revenue agreements meeting criteria (2) and (3) listed above that are not in the County standard format with Risk Manager approval and County Counsel approval as to form. If you have any questions about how to convert the Personal Services Agreement (ATTACHMENT B) template from an expenditure agreement to a revenue agreement, contact you CAO analyst.

Notwithstanding the limitations set forth in Sections 5.6.1. and 5.6.3, the County Executive Officer and Department Heads also have the authority to sign, without County Risk Manager approval or County Counsel approval, those routine renewal agreements (which may be called a "memorandum of understanding," a "protocol," an "order for services," or a "letter agreement"), which are drafted by the State of California or the federal government, for on-going payments to the County to provide continuous (not intermittent) state or federal services or programs, so long as: (1) the agreement is for payment to the County for on-going services and the Board of Supervisors has, in a previous year, approved the program; (2) compensation over the entire term of the renewal agreement (the base term plus any option terms) does not exceed a total of

\$100,000 per fiscal year or federal fiscal year for Department Head authority and \$500,000 per fiscal year or federal fiscal year for CEO authority; (3) the term of the renewal agreement, including all authorized extensions or options, will not exceed 60 consecutive months; and (4) the anticipated revenue is budgeted. Because these state or federal services renewal agreements use the state's or federal government's contract formats, the Department Head should carefully review the agreement provisions to be sure they are not detrimental to the County and that the department is able to comply with all the terms. The advice of County Counsel should be sought if the Department Head has any question about the agreement language or whether there is any concern regarding the ability to comply with all the terms of the agreement.

Because the County's standard format is not used in these circumstances, the Department Head should carefully review the agreement to be sure its provisions are not detrimental to the County. If all the criteria in this paragraph are not met, the agreement should be processed like any other agreement. Department Heads are also authorized to sign, without County Counsel approval as to form, non-standard agreements by which the department undertakes promotional or educational activities (such as providing immunization or blood pressure clinics, or participating in a health fair, symposium, or parade) in order to disseminate information or provide services directly to the general public at a location other than on County property. The Department Head may sign such an agreement without County Counsel review, only when: (1) the activity is connected with a routine department activity, function, or service; (2) the total amount payable by the County during the entire term of the agreement is clearly listed in the agreement and does not exceed \$3,000, and the department is not obligated to provide anything else of value as consideration; (3) the term of the agreement does not exceed one month; and (4) the County Risk Manager approves the insurance and indemnification provisions or authorizes the waiver or absence of those provisions.

Department Heads also have the authority to sign renewal agreements not originally negotiated on a purchase order (see Section 2.5.5) for routine and ongoing maintenance and/or support for equipment submitted in non-standard format if: (1) the non-standard agreement was previously approved by County Counsel and the County Risk Manager; (2) language has not deviated from original agreement other than term dates and compensation; (3) compensation has not increased by more than 10% of the previous agreement's maximum compensation; (4) agreement

term does not exceed three years; and (5) agreement does not exceed \$10,000 maximum compensation.

The Director of Public Works may sign state agreements to use California Department of Forestry and Fire Protection (CAL FIRE) inmates to perform brush clearing, litter removal, and other tasks. The Director of Public Works is also authorized to sign agreements with property owners for road or drainage work to be performed within County easements, and under which the owners would pay some or all of the cost of materials for the job, so long as the cost of the job does not exceed \$10,000, the term (duration) of the agreement does not exceed three years, and the Director of Public Works uses a standard agreement format pre-approved each year by County Counsel and the County Risk Manager.

The Agricultural Commissioner is authorized to enter into similar agreements (i.e., less than \$10,000 and for a term of less than three years), using a standard agreement format pre-approved by County Counsel and the County Risk Manager, under which the property owners would pay for some or all of the project cost to eradicate noxious weeds or pests on public or private property. Agreements for weed and pest control spraying or eradication not executed by the Agricultural Commissioner must be reviewed by the Agricultural Commissioner and approved by County Counsel and the County Risk Manager.

The Director of Support Services is authorized to coordinate and administer all countywide intern and job trainee contracts, unless specifically delegated by the Director of Support Services. All intern and job trainee contracts must be reviewed and approved by County Counsel and the Director of Support Services. Only the CEO or the Board of Supervisors is authorized to sign intern and job trainee contracts; Department Heads do not have independent authority to approve these contracts. (See Administrative Policy 3-140). The Director of Support Services, or designee is also authorized to approve invoices for payment of employee occupational medical services and drug testing, as required for fit for duty examinations, out of town pre-employment physical examinations, and other non-recurring specialty medical services for prospective and current employees, not to exceed \$5,000 per occurrence.

Department Heads also have the authority to obtain repairs, upgrades, and servicing, including parts and labor and towing services, or equipment (including lab equipment), tools, vehicles, boats, heavy equipment, or other items of personal property, at a cost not to exceed

\$10,000 using a claim form. No written agreement is required, even though personal services are being provided.

The County is required by law to provide comprehensive health care, dental care, and mental health services, hereinafter referred to as “medical care” to individuals detained in the custody of the Shasta County detention facilities. When catastrophic medical care costs exceed the limit in place on the contract with the contracted medical provider, the Auditor-Controller is authorized to pay invoices submitted for payment.

The Chief Probation Officer is authorized to sign agreements with other counties to place youth at facilities located in California, using an agreement format approved by County Counsel and the County Risk Manager. The CEO, or his/her designee, is authorized to sign agreements to place other California counties’ juvenile court wards at the Shasta County Juvenile Rehabilitation Facility, using an agreement format that is substantially similar to the agreements approved by the Board on August 23, 2016, so long as they are approved by County Counsel and the County Risk Manager.

The Health and Human Services Agency (HHSA) Director or any HHSA Branch Director as designated by the HHSA Director may execute prospective and retroactive (a maximum of 45 calendar days) County standard agreements and non-standard agreements, with County Counsel and the County Risk Manager approval, to provide mental health treatment services, group homes, respite care, 24-hour residential treatment facility services, inpatient treatment, or day care services, provided the contract will not exceed \$50,000 and provided it does not exceed three years in duration.

The HHSA Director, or any HHSA Branch Director as designated by the HHSA Director, may sign work experience/community services agreements for CalWORKs participants that use a format approved by County Counsel.

The HHSA Director or the Public Health Branch Director is authorized to obtain, and pay for by claim, laboratory testing for specimens for the purpose of providing treatment to an individual patient or to investigate an outbreak of disease.

The County Counsel is authorized to sign agreements, without the County Risk Manager’s approval, by which County Counsel provides legal services to special districts within Shasta County or to joint powers agencies of which the County is a member. The County Counsel is also authorized to sign agreements or submit requests for payment, without the County Risk

Manager's approval, for expenditures related to civil or administrative proceedings, provided total compensation for each agreement or claim does not exceed \$10,000 and the agreement is for a term of no more than a total of three years. Such expenditures may include, but are not limited to, service of process fees, expert witness fees and expenses, investigator or interpreter fees and expenses, laboratory fees, transcription and copying fees, and the costs for any other litigation-related service or item.

Regardless of who is authorized to sign an agreement, the Department Head retains the principal responsibility for negotiating and drafting the agreement, and monitoring the consultant's/contractor's performance. While not *required*, use of the standardized Personal Services Agreement (**ATTACHMENT B**) format is *highly recommended*. This will greatly simplify the review process.

If the Board of Supervisors has delegated signing authority to a Department Head and/or the CEO to execute an agreement or amendment to an agreement, the Department Head must still comply with the provisions of this Manual, and shall forward a copy of the agreement or amendment to the Clerk of the Board within 10 calendar days of execution, and note the Board meeting date the authorization was approved.

5.6.5 Information technology-related agreements.

Notwithstanding anything in this Section 5.6 to the contrary, upon approval by the Information Technology Department (IT) as required, the CEO may sign or electronically "sign," or authorize a Department Head (and in letter E below, also the County Health Officer) to sign or electronically "sign" agreements that are limited to one or more of the following services:

- A. Teleconferencing or Videoconferencing services.
- B. Computer and related equipment software licenses, support and/or maintenance services.
- C. Computer and related equipment hardware support and/or maintenance services.
- D. Electronic filing services (such as the Netfile system in which Form 700s are filed with the Fair Political Practices Commission).
- E. Database Access agreements (such as Westlaw or LexisNexis in which only data or information is accessed), these agreements are also sometimes referred to as data application agreements, data user agreements, application

to purchase data files, data custodian agreements, request for data, or data sharing agreements.

If the above-referenced agreement or software license contains any other minor information technology-related services, upon concurrence of the County Information Officer (CIO) and the CEO, the signing authority exemption may also be applied to the agreement or license.

If the above-referenced agreement or license is retroactive, the term (duration) of the agreement or license cannot exceed three years and the total compensation for the agreement or license cannot exceed \$50,000.

If the above-referenced agreement or license term (duration) of the agreement or license exceeds three years, the annual (each consecutive twelve-month period) compensation cannot exceed \$25,000.

Agreements for computer-related services or products must be approved in advance by IT. They are then signed by the Department Head, CEO, or are approved by the Board of Supervisors, as appropriate. The CEO may authorize the Department Head of a department purchasing computer software to accept the licensing provisions. Department Heads are authorized to approve relevant staff to accept online Terms and Conditions (T&Cs) to access online services pursuant to agreements that have been approved by the CEO or Board. (See Section 2.5.3.)

Online Hosted Services Agreements and Agreements for Services Requiring an Online Approval Process. This type of agreement is an agreement whereby Terms and Conditions (T&C) must be accepted online usually by clicking on an “I Agree” button. The service is obtained and provided completely online. The T&Cs cannot be negotiated and the vendor will not agree to use the County’s Personal Services Agreement (**ATTACHMENT B**). Usually there are no indemnity or insurance protections for the County, the term of the agreement is evergreen, and there is no compensation. If the department wants to process an online hosted service agreement whereby the County is purchasing services, i.e., there is compensation to the vendor, then the department must adhere to the signature authority requirements delineated in this chapter of the Manual.

The process to obtain approval for non-compensated online hosted services agreements is as follows:

(1) The department contact downloads and prints all T&Cs for the online hosted services provider, including all T&Cs for privacy, security, trademarks, etc. The department must

ensure they have captured every T&C before proceeding to the next step; (2) The department contact provides the T&Cs to the CEO's designee, along with a department justification for use of and benefit to the department and the County regarding the use of the online hosted services; (3) If the CEO's designee approves, then the department contact provides the T&Cs and department justification to the CIO for Information Technology review and approval; (4) If the CIO approves, then the department contact provides the T&Cs to County Counsel and the County Risk Manager for their review and approval; (5) If the Chief Information Officer, County Counsel, and the County Risk Manager all approve the T&Cs, then the department contact provides the final T&Cs and all comments and approvals from the Chief Information Officer, County Counsel, and the County Risk Manager to the CEO designee for final approval; (6) If the online hosted services agreement receives final approval from the CEO's designee, then the department is responsible to ensure the department is fully complying with the T&Cs and must notify the CEO's designee if there are changes to the T&Cs. If the T&Cs change significantly, then the department contact may be required to start this process over again in order to continue to use and access the online hosted services; and (7) If the CEO approves the department's use of and access to an online hosted service agreement, then the Department Head is also approved to authorize select staff (this approval should be documented) to electronically accept (i.e., click 'yes', 'I agree', or 'I accept') the online T&Cs. If the online hosted service is not unique to one department, and could be useful to all departments (such as Shutterstock[®]), as determined by the CEO, then these approved online hosted services T&Cs may be added to the IT Intranet page indicating approval for use by all departments. If and when the online T&Cs change, the process listed above in steps 1 through 7 must be repeated, regardless if the online hosted service is used by one department or is used countywide.

For the purposes of this Manual, to "execute" or "sign" an agreement also means to take other steps necessary to bring the agreement into effect, such as, for example, by pressing a key on a computer to "accept" the terms and conditions of a software licensing agreement, online hosted service, or to access a web based service. In such cases, always make a "hard copy" of the agreement and before clicking "accept" or "I agree" obtain written approval of County Counsel, the County Risk Manager, IT, and the CEO, as may be required.

Department Heads are authorized, with advance approval from the CIO, to obtain minor, one-time services for information technology-related software and hardware fixes, patches, adjustments, remedies, or repairs, at a cost not to exceed \$5,000. No written agreement is required,

even though personal services are being provided. After the work is completed, the department must submit a claim to the Auditor-Controller for payment; the claim form must indicate IT's approval.

If a personal services agreement affects the County network, a County computer or network-connected device, or is for a subscription to an online service (this does not include online hosted services), and if the subscription requires the installation of a browser or other software onto a County computer or network-connected device, IT must also approve the agreement. If the agreement is not in the Personal Services Agreement (Attachment B) format or the insurance clauses are modified, the County Risk Manager must approve. If the indemnity clause is modified, both County Counsel and the County Risk Manager must approve.

The CIO is authorized to sign or electronically "sign" or to delegate to County personnel the authority to sign or electronically "sign" end-user software license agreements without County Counsel or the County Risk Manager's review and approval.

Notwithstanding anything in this Section 5.6 to the contrary, the CIO is authorized to sign non-standard agreements for annual Maintenance and/or Support (also known as Maintenance/Support Agreements) without County Counsel and the County Risk Manager's review and approval if: (1) the annual Maintenance and/or Support Agreement renews or continues support or maintenance for existing County infrastructure software or hardware to ensure that such software or hardware remains operational and in compliance; (2) the cost of such annual maintenance or support agreement does not exceed \$50,000 and is budgeted within an IT Cost Center; and (3) the term of the agreement, including all authorized extensions or options, will not exceed three years. With respect to the term "Maintenance and/or Support Agreement" and for purposes of this section, (a) the terms "Maintenance" and "Support", as those terms are defined within the information technology industry, are used interchangeably; (b) the terms "Maintenance" and "Support" generally mean and include technical information technology assistance and services rendered to the County by a vendor or third party with respect to a specific information technology product, hardware, or software. Such support or maintenance may be performed on-site or remotely, may include advanced replacement of hardware, may include preventative measures and practices to prevent product or services failures, and may include other similar services and measures intended to extend the useful life and benefit of equipment and information technology products or services.

5.7 The consultant's signature.

The department must obtain the signature of the consultant (or the officers of the consultant) before the agreement is signed by the County (whether by the Board of Supervisors, CEO, or Department Head), unless the consultant provides a compelling reason not to sign prior to County. For agreements that are to be approved by the Board of Supervisors, the department can attach copies of the agreement with the consultant to the Board Report in the County's Board Report/agenda online management system, so long as the original is received and forwarded to the Clerk of the Board (and it is exactly the same original attached to the Board Report in County's Board Report/agenda online management system) by the deadline imposed by the Clerk of the Board or the department provides an explanation at the Board meeting, satisfactory to the Board, as to why the original signature could not be provided prior to the Board meeting.

In some circumstances, agreements with state or federal agencies must first be signed by the County's duly authorized representative(s). In these circumstances, it is the department's responsibility to forward a signed original to the Clerk of the Board or the CEO within 10 calendar days of department's receipt of the agreement that has been executed by the representative(s) of the state or federal agency.

There are special signature requirements when the consultant is a corporation, limited liability company, or a partnership. (See item <21> of Section 5.17) In addition, although not recommended, agreements may be signed in counterpart (that is, there may be two "originals" of the agreement, with the County's signature on one and the consultant's/contractor's signature on the other) provided the agreement includes a provision permitting counterpart signatures.

5.8 Use of personal services agreement review/approval (ATTACHMENT H).

Departments shall use the Request for Personal Services Agreement Review/Approval (ATTACHMENT H) form either in digital or hard copy when seeking review by County Counsel, the County Risk Manager, and/or IT. Provide the completed Request for Personal Services Agreement Review/Approval (ATTACHMENT H) to your CAO analyst when requesting any reviews unless other arrangements have been made. The Personal Services Agreement Review/Approval (ATTACHMENT H) provides an easy checklist for the information County Counsel and the County Risk Manager look for when reviewing agreements. Departments shall use the Request for Personal Services Agreement Review/Approval (ATTACHMENT H) form as a cover sheet when submitting hard copy agreements to County Counsel, the County Risk Manager, or IT for signature. Departments shall use the Request for Personal Services Agreement Review/Approval

(ATTACHMENT H) as a cover sheet when submitting agreements to the CAO for the CEO's consideration of signing. A Word® version of the document can be obtained from the County's Intranet. The Request for Personal Services Agreement Review/Approval (ATTACHMENT H) form can be modified to add fields but current fields may not be modified or deleted.

5.9 Aggregate personal services agreements.

An "aggregate personal services agreement" commits a consultant to perform a series of related services during the term of the agreement for a set hourly or unit price, if and when called upon to do so by a Department Head. Examples include agreements for pest control services, property appraisals, laboratory services, or maintenance of equipment. If the stated maximum compensation payable under an aggregate personal services agreement over its entire term (not to exceed three years) does not exceed \$10,000, the Department Head may sign the agreement, or, if it does not exceed \$50,000, the CEO, as Purchasing Agent, may sign the agreement. The agreement may be negotiated by the department and the Purchasing Unit, with the assistance of County Counsel as requested.

In order to confirm who has signature authority for an aggregate personal services agreement, the department must check in the County's financial management system to see if the consultant is currently under an agreement with the County for similar services (Purchasing Unit can assist in determining whether the services are similar or not).

As with other agreements, the department administers the aggregate agreement. If the Department Head signed the aggregate agreement, it is essential that the compensation not exceed \$10,000 for all the services provided to the County. If it appears that total compensation will exceed \$10,000, an amendment to the aggregate agreement must be prepared for approval by the CEO or Board of Supervisors as required. If the CEO signed the aggregate agreement, it is essential that the compensation not exceed \$50,000 for all the services provided to the County. If it appears that total compensation will exceed \$50,000, an amendment to the aggregate agreement must be prepared for approval by the Board of Supervisors.

If the aggregate contract is a public works contract -- for example, if the contract is with a contractor to perform minor alterations or repairs to County buildings as requested during the year, the rules for public works contracts in Chapter 6.0 must be followed.

5.10 Personal property maintenance agreements.

As used in this section, a “maintenance agreement” is a personal services agreement for labor and materials necessary to properly maintain specified equipment, vehicles, or other personal property owned or used by the County. Although agreements for the maintenance of personal property are a type of personal services agreement, they are processed differently from other personal services agreements.

All maintenance agreements are negotiated by the Purchasing Unit, usually at the time the equipment, vehicle, or personal property is purchased or rented. If the maximum compensation for labor and materials exceeds \$50,000, the maintenance agreement must go to the Board of Supervisors for approval; if it is \$50,000 or less, the CEO may sign it; if it is \$10,000 or less, the Department Head may sign it. County Counsel, the County Risk Manager, and the Purchasing Unit must sign these agreements. To calculate the dollar amount of the maintenance agreement, the face value of the maintenance agreement should be added to the actual or projected cost of any necessary materials that the County will be required to purchase. If no flat dollar amount is stated in the maintenance agreement -- for example, if maintenance is on an “as needed” basis for an hourly rate plus the cost of materials -- then the Purchasing Unit or the Department Head should estimate the annual cost of the maintenance agreement to determine which procedures apply and include “not to exceed” compensation language.

In addition, see Section 2.5.5, which allows a Department Head to obtain maintenance and/or support services by way of a Purchase Order (without a separate personal services agreement), under specified circumstances.

Note that “maintenance” is not the same as “repair.” Department Heads may obtain minor repair services for County tools and equipment without a formal agreement. Section 5.6 describes the procedures. See Section 5.6.4 also regarding the authority of certain Department Heads to pay for repairs to vehicles, boats, and heavy equipment using a request for payment form.

The procedures in Chapter 6.0 must be followed for the repair of publicly owned, leased, or operated buildings or structures -- including the repair of equipment, such as heating, ventilation, and air conditioning (“HVAC”) systems, that are fixtures. Also, see Section 5.6.2 regarding the requirement that agreements for the maintenance, cleaning, or repair of County-owned or leased buildings be processed through Facilities Management.

5.11 Agreements for advertising space or services.

Government Code section 26227 allows a county to expend money from the general fund in order to meet the social needs of the population of a county in a variety of areas, including the areas of health, law enforcement, public safety, and welfare; this statute indicates authorization of expenditures for advertising the activities and programs of the County. In addition, GC section 26109 allows a board of supervisors, by ordinance, to regulate the sale of advertising space on a county's real or personal property for the sole purpose of raising revenue; however, the Shasta County Board of Supervisors has not adopted such an ordinance.

The following may be procured without requiring a Purchase Order or contract:

- A. The Department of Support Services may purchase advertising space, in any medium, for the recruitment of employees.
- B. The Department of Public Works may publish any notice or solicitation related to the normal and customary functions of the department (such as bid solicitations or notices of public hearings).
- C. The Clerk of the Board may publish normal and customary notices of public hearings, summaries of ordinances and the like.

The Department of Resource Management may publish normal and customary public notices relating to its land use planning function.

Department Heads may purchase advertising space in newspapers, magazines, or other periodic media, or on billboards, or may purchase radio or television "air time;" and authorize payments for the drafting, set-up, and printing of brochures, flyers, mailers, or similar documents which are needed for advertising that is normal and customary for that department, or is part of a media campaign previously approved by the Board of Supervisors. The department is not required but may use an *informal* Purchase Order if the cost is \$3,000 or less, but is required to use a *formal* Purchase Order if over \$3,000 but \$10,000 or less. Purchases of advertising space or airtime of more than \$10,000 must be approved by the CEO, and require a formal written agreement; however, if the duration exceeds three years, or the compensation is \$50,000 or more, approval by the Board of Supervisors is required.

If an advertising consultant insists on execution of an agreement (in addition to a County Purchase Order) for the purchase of advertising space or time when the cost is \$10,000 or less, and if the advertising consultant's agreement is not in the County's Personal Services Agreement

(ATTACHMENT B) standard format, then the agreement must be signed by the CEO or be approved by the Board of Supervisors (depending upon the amount of the agreement and its duration), and be approved as to form by County Counsel and approved by the County Risk Manager. This will be considered a purchase of goods, rather than the purchase of services.

Department Heads are authorized to sign personal services agreements for the production of radio and television advertising, so long as the County's Personal Services Agreement (ATTACHMENT B) format is used, the advertising is for a non-controversial program or service, and Section 5.6 is otherwise followed. Department Heads should discuss a proposed advertising campaign with the CEO if there are any questions about whether the advertisement would be considered controversial or inappropriate by members of the public. Agreements for advertising must be signed by the CEO if total compensation is above \$10,000 and \$50,000 or less (and the duration is three years or less), or must be signed by the Board of Supervisors if over \$50,000.

It is not permissible for departments to allow a vendor or consultant to use the County seal.

5.12 HIPAA and Business Associate Agreements.

Public Law 104-191, the 1996 Health Insurance Portability and Accountability Act ("HIPAA"), updated in 2013 with the Omnibus Final Rule, promulgated by the federal Department of Health and Human Services (45 Code of Federal Regulation (CFR) Parts 160, 162, and 164), and the Health Information and Technology for Economic and Clinical Health Act of 2009 ("HITECH"), and the regulations adopted pursuant thereto, impose a comprehensive approach to ensuring the privacy and security of protected health information ("PHI") and electronic protected health information ("EPHI").

Pursuant to HIPAA, certain county departments, or parts thereof, have been designated by the Board of Supervisors as "designated covered components" of the County (see Administrative Policy 8-400), because they provide health care services or closely support the provision of health care. HIPAA requires that agreements with "business associates" of the County's "designated covered components" contain certain provisions so as to ensure the privacy and security of PHI and EPHI. Such agreements (called "Business Associate Agreements") must prescribe how PHI and EPHI will be used and disclosed and must provide assurance that the County's business associate will protect PHI and EPHI. Depending upon the nature of a particular agreement, the County's "designated covered components" may be required to include the standard Business Associate Agreement as an addendum to agreements they prepare. The addendum is attached to this

policy as Addendum to Contract/Agreement (HIPAA Business Associate Agreement) (**ATTACHMENT D**). Additionally, non-covered components may be asked to become a business associate of a contractor. All departments should consult with County Counsel whenever a question arises as to whether a Business Associate Agreement addendum is required and/or HIPAA or HITECH is referenced in the agreement. All agreements referencing HIPAA or HITECH must be reviewed and approved as to form by County Counsel regardless of whether the agreement includes a Business Associate Agreement addendum attachment.

5.13 Reporting of payments made to sole proprietors.

State law requires the County to report to the Employment Development Department (“EDD”) payments to “individual service providers” (i.e., sole proprietors) of \$600 or more during any calendar year, so that the state can locate parents who owe child support. (Unemployment Insurance Code, section 1088.8)

It is the obligation of each department that administers an agreement to make a report to EDD at any time the department believes that total payments by the County (including payments made through another department of the County) to a sole proprietor may exceed \$600 in any calendar year. The department may contact the Auditor-Controller or search for the information in the County’s financial management system to determine if the consultant has agreements through other departments. This reporting requirement applies to only those consultants who are individuals or sole proprietors; it does not apply to persons employed by a corporation, partnership, or limited liability company.

Reports must be made, using form DE542, within 20 days of entering into any agreement that would bring the County’s payments to the consultant to over \$600 in any calendar year. Each new agreement with the same consultant (if the agreement will exceed \$600 in a calendar year) must be reported. The report forms can be obtained from the EDD at 888-745-3886 (toll free) or at www.edd.ca.gov. Submit one copy to EDD and one copy to the Auditor-Controller.

In order to properly fill out the report form, the department will need the consultant’s/contractor's social security number and street address (not post office box). This information should be obtained before the agreement is finalized.

5.14 Inter-department agreements/memoranda of understanding.

The state or federal government will occasionally require two or more County departments to enter into an “agreement,” “contract,” or “memorandum of understanding” in order to transfer

funds between the departments or to memorialize the County's commitment to undertake certain multi-department functions. There may also be other reasons why two or more County departments wish to enter into an "agreement," "contract," or "memorandum of understanding" with each other. Because these "agreements," "contracts," and "memoranda of understanding" are not true contracts (because there is only one party, the County) Department Heads and the CEO may jointly sign any of these "agreements," "contracts," or "memoranda of understanding," even if the level of compensation or term of agreement would ordinarily require approval by the Board of Supervisors. County Counsel and the County Risk Manager review of inter-department "agreements," "contracts," or "memoranda of understanding" is not required.

5.15 Amendments.

After the consultant begins work, the department may find that the agreement needs to be amended in order to modify the contractor's/consultant's scope of work, to extend the term, or for some other reason. In such cases, the department must prepare an agreement amendment to address these contingencies.

Ordinarily, any proposed amendment to an existing agreement must be approved by the same official or body who/that originally had the responsibility for approving the agreement. For example, if an agreement originally required the signature of the chairman of the Board of Supervisors, any amendment to that agreement must also be signed by the chairman.

There are two exceptions to this general rule.

First, the agreement itself may delegate amendment signing authority (to the Department Head or CEO), so long as delegation of such authority is legally permissible. If the Board of Supervisors, through the agreement, has delegated authority to the CEO or a Department Head to sign an amendment, a copy of the amendment must be provided to the Clerk of the Board within 10 calendar days of its execution, and note the Board meeting date the authorization was approved.

Second, if the proposed amendment to the compensation clause would have changed the level of approval required if the amendment had been a part of the original agreement, approval of the amendment must be obtained from the person or entity who would have been required to approve such an agreement initially had the amendment been part of the original agreement. For example, certain personal services agreements costing not more than \$50,000 may be signed by the CEO, and the approval of the Board of Supervisors is not required. However, if the scope of the agreement is expanded so that the total compensation would then exceed \$50,000, approval of

the amendment must come from the Board of Supervisors, even though the Board did not have to approve the original agreement.

The Sample Agreement Amendment (**ATTACHMENT E**) is a sample amendment to use as a guide. The remainder of this section describes how to draft an amendment.

The title of the amendment should indicate which amendment it is and should restate the title of the original agreement. Example: “Second Amendment to Personal Services Agreement Between County of Shasta, Through Its Health and Human Services Agency and XYZ, Inc., for CalWORKs Training Services.”

The introductory paragraph should again refer to the number of the amendment and the parties; for example: “This Second Amendment is entered into between the County of Shasta, a political subdivision of the State of California (“County”), and XYZ, Inc., (“Consultant”).” This introduction should be followed by recitals which described the contractual relationship to date and very briefly describe the purpose of the amendment.

Remove any brackets and the guidance language within the brackets which do not apply to the amendment.

The recitals (the paragraphs which begin with “Whereas”) are used to briefly describe the purpose of the amendment (e.g., “to increase the number of clients to be served by consultant.”). Refer, briefly, to all of the terms that will be amended, as well as any prior amendments.

Under the recitals, list the title and new text of each section or paragraph of the original agreement to be amended. If only one of the paragraphs in a section will be amended, state, “Section 1, Responsibilities of Consultant, paragraph (A) is amended to read as follows: [insert new text]” (and at the end of the new text, state, “The remainder of Section 1 remains unchanged.”). Be sure to track the existing language into the amendment by either amending the section in its entirety or specifying exactly which paragraph is to be changed.

When the amendment changes the amount or rate of compensation, the amendment should ordinarily state the effective date of that change, to avoid a claim that the compensation change relates back to the effective date of the original agreement.

Do not necessarily delete any language from the agreement by an amendment simply because of the passage of time. Instead, add the new information (including, if appropriate, any new or amended attachments) to the existing language. For example: “Compensation for the extended term (from July 1, 2011, through June 30, 2012) shall not exceed \$4,000” or state an effective date

for the particular amendment (for example, “Section 1, Compensation, of the Agreement is amended, as of the effective date of this First Amendment, to read as follows:”).

As noted above, if the amendment results in an increase in compensation, make sure the correct official signs the amendment. For example, if an original agreement had compensation of \$10,000 or less, the Department Head may have signed it. However, if the amendment will raise the compensation to over \$10,000 over the entire term of the agreement, and the amendment amends an expenditure, not a revenue agreement, then either the CEO (if total compensation is \$50,000 or less over the entire term of the agreement) or the Chairman of the Board of Supervisors must sign the agreement, instead of the Department Head.

If the amendment extends the term of the agreement, maintain the original starting date and make reference in the “recitals” to the number of days, months, or years that will be added to the term. Also state the last day of the term. Do not modify the term to delete the original starting date. Unless otherwise provided in this Manual, if the amendment increases the total term of the agreement to over three years, the amendment must be signed by the Board of Supervisors.

Three other sample paragraphs which are ordinarily included in amendments are shown in the Sample Agreement Amendment (**ATTACHMENT E**).

Whenever an amendment must be signed by the CEO or reviewed by County Counsel, the County Risk Manager, or IT, include with the amendment a copy of the original agreement, and any earlier amendments, in order to facilitate review.

5.16 Agreement termination.

This section discusses the procedures relating to the complete or partial termination of agreements by the County, both “for cause” and “without cause.” An agreement may be terminated “for cause” when the contractor’s/consultant’s performance is materially unsatisfactory or other significant agreement terms have not been satisfied. “Without cause” means the agreement may be terminated for any reason.

Departments should carefully consider the type of termination clause to be used in each agreement the department drafts.

As a general rule, an agreement should allow the County to terminate “for cause,” and should also include a clause for *unilateral* termination “without cause” to be exercised solely by the County. Whether or not to allow both parties to terminate without cause must be given careful consideration in that the County may have expended considerable effort and funds in establishing

and administering the agreement at the time the consultant terminates. However, if the consultant insists on a clause allowing mutual termination without cause, that provision may be included in the agreement, with the concurrence of the County Risk Manager and after consulting with County Counsel.

5.16.1 Termination without cause.

The right of the County to terminate an agreement “without cause” depends on the inclusion in the agreement of language specifically granting the County that power. In the absence of such a clause, attempting to terminate the agreement without cause normally constitutes a breach of contract which may subject the County to liability for damages. Before terminating an agreement without cause, carefully check the agreement language to be sure such action is authorized.

Termination of an agreement should not be undertaken lightly, since it may result in litigation, even when the agreement authorizes the County to terminate without cause. Before taking action to terminate, the department should carefully consider whether an amendment or another remedy would be more appropriate than termination. A department should consult with County Counsel prior to exercising its right to terminate an agreement.

If an agreement provides for termination without cause, the County may terminate an agreement without cause only by a written notice to the consultant. Generally, the written notice should state: (1) that the agreement is being terminated without cause and citing the clause authorizing such termination; (2) the effective date of the termination; (3) the extent of the termination (whether the entire agreement or only certain separable parts); and (4) any special instructions (such as where and when to deliver County property used by the consultant). The County should also send a copy of the notice of termination to each known assignee, guarantor, or surety of the consultant.

The notice of termination should also generally require the consultant to: (1) stop work on the terminated portion of the agreement; (2) terminate all subcontracts related to the terminated portion of the agreement; (3) immediately advise the County of any special circumstances precluding the stoppage of work; (4) take such action as may be necessary to protect and preserve County property in the possession of the consultant and deliver such property to the County; (5) promptly notify the County in writing of any legal proceedings against the consultant growing out of the agreement or any commitment related to the terminated portion of the agreement; (6) settle all outstanding liabilities and claims arising out of termination of subcontracts; (7)

promptly submit a final claim supported by appropriate schedules; and (8) dispose of or return any inventory as directed in the agreement or by the County.

Every personal services agreement should contain a clause allowing the County to terminate if funding for the contracted services ceases or is materially decreased during the term of the agreement (“fiscal funding out termination”). Notice of termination in this situation may be oral and termination is immediate. A department should never give oral notice of fiscal funding out termination without first contacting County Counsel, because terminating an agreement without sufficient proof of a material decrease in funding would constitute a breach of contract.

5.16.2 Termination for cause.

An agreement may be terminated “for cause” when the contractor’s/consultant’s performance is materially unsatisfactory or other significant terms have not been satisfied. Problems concerning the contractor’s/consultant’s performance must be fully documented in writing and made a part of the contract manager’s contract file. When work under an agreement is unsatisfactory, the Department Head, after consulting with County Counsel, should notify the consultant in writing by certified mail, with return receipt; explain why the work is not satisfactory and what corrective action is expected; and give a specified period of time in which to satisfactorily perform the work.

Depending on how the contract’s clause is written, the right to terminate the contract can be exercised by the Department Head, the CEO, or the Board of Supervisors.

Under a termination for cause, the County is not liable for the contractor’s/consultant’s costs on undelivered services or goods, and is entitled to repayment of any advance payment and of any progress payments applicable to such services or goods; please ensure this language is in the agreement, when applicable. The County must generally pay the consultant the contract price for any completed services or delivery of supplies.

If the Department Head is considering terminating an agreement for cause, he or she must consult with County Counsel. After review, County Counsel will make recommendations for an appropriate course of action and outline the necessary steps to be taken.

5.17 Use of the standard format personal services agreement.

The Personal Services Agreement (**ATTACHMENT B**) has been prepared by County Counsel for use by departments. Departments may obtain a copy of the format from the County’s Intranet.

The Personal Services Agreement (**ATTACHMENT B**) standard format is designed for, and appropriate for, many of the County’s contractual transactions. However, it is impossible to create a standard format that is appropriate for use in every situation. If the standard format is not appropriate for use in a particular situation, the Department should consider using as much of the standard format language as possible or modifying the standard language to fit the particular transaction. The terms of the business deal should drive the contract rather than the terms of the contract driving the business deal. Even if the CEO or a department head is delegated authority to sign certain agreements that are in the standard format, the person signing the agreement should consider whether use of the standard format is appropriate in the particular situation.

Note that some language in the standard format is optional. If the language contained in brackets in the standard format does not apply to your particular situation, make sure the bracketed language, and the brackets, are not included in the agreement.

Specialized language must be drafted to fit the particular circumstances of each case. While providing a good start, the instructions below may need to be modified to reflect the business arrangement. The standard format contains numbered notes that indicate where the specialized language should be inserted. In drafting the specialized language, the following numbered notes should be consulted. The numbers correspond to the numbered note in the format (e.g. [keyboard <4>], which appears in Section 1 of the standard format agreement, is explained in item <4>, below).

Numbered note instructions:

- <1> The title of the agreement should contain the full legal name of the person or business entity providing the services. This should be the name under which the consultant files income tax returns. Insert the consultant’s name at <1>. If the consultant is doing business under a fictitious business name, both the person’s name and the business name should be included (i.e., “Mary Smith d.b.a. Smith Consulting Services”). If the consultant is a corporation, include “Inc.” if “Inc.” is part of the official name of the corporation, or add “a California [or whatever state applies] corporation” if “Inc.” is not part of the corporation’s name.

Ascertaining the correct status of a contracting party and who has the authority to bind that party is a critical step as error at this stage could leave the County with no recourse should the consultant not perform or damage the County in some way.

County departments are not contracting entities; the agreement must be issued in the name of the County rather than a department.

It is a good idea to very briefly describe the purpose of the agreement in the title, so that it can be tracked more easily. For example, “Personal Services Agreement Between County of Shasta, through its Health and Human Services Agency and XYZ, Inc. for CalWORKs Training Services.”

- <2> As stated above, the County, not the department, is the contracting party. You may, however, include your department's name in the introductory paragraph by stating, “Personal Services Agreement Between the County of Shasta, a political subdivision of the State of California (“County”) through its Department of [your department] and [Consultant’s name] (“Consultant).”

- <3> Again, enter the full name of the person or business entity providing the service in this introductory paragraph of the agreement. Throughout the remainder of the standard format agreement, the contractor will be referred to as “Consultant.” [The term “Contractor” is ordinarily used in public works contracts and “Consultant” in personal services agreements, but either is acceptable for any contract; be sure, however, to use one term consistently throughout.] You may also refer to the County or Consultant by another term (such as “Licensee,” “Architect,” or “Provider”), but you need to go through the standard agreement and change

the party's name from "County" or "Consultant" wherever those terms appear.

- <4> Briefly indicate in general terms the purpose of the agreement. For example, the agreement may be "for the purpose of training the clients of the Health and Human Services Agency in techniques of stress management." If you have stated the purpose of the agreement in the title, repeat that language here, or elaborate a little, but keep the description to one sentence.
- <5> If the agreement uses specialized terminology and you want to define terms to assist the reader (such as the CEO, the Board of Supervisors, or a court) in understanding the agreement, insert a paragraph called, "Section 1. Definitions" here and list your definitions in lettered paragraphs. Be sure to renumber all of the subsequent agreement sections.
- <6> Section 1, "Responsibilities of Consultant." This section describes what the Consultant is required to do in exchange for the compensation to be paid. This paragraph should ordinarily begin with a general statement of the goal or outcome to be achieved. Then, state in clear and explicit terms each and every service the Consultant must provide to the County. Depending on the circumstances, include the specific dates and times of performance (for example: "Consultant shall provide to the staff of the Planning Division one training workshop, on December 3, 2018, from 8:00 a.m. to 5:00 p.m."), the place where the services will be provided, the identity of the employees or clients receiving the services, the quantity and quality of the services, a description of any documents to be produced, etc. Remember that the Consultant is required to do *only* those things that are listed in this paragraph. If a task is not listed, the Consultant does not have to do it. We cannot rely on an unwritten "understanding" with the Consultant, or with "past practice."

Never include language such as “the services shall be performed on a date as agreed upon by the parties.” Such language constitutes only an “agreement to agree,” and is not legally enforceable. If you must use such language, then insert a clause that provides for a method to resolve an inability to agree, such as: “the services shall be performed on a date as agreed upon by the parties; however, should the parties be unable to agree upon a date, then the County shall have the authority, in its sole discretion, to set the date upon which the services shall be performed.”

In some cases, if there is a document, such as a proposal, which describes the Consultant’s services, you can simply state that the Consultant shall “perform those duties prescribed in Attachment ‘A,’ which is attached and incorporated by this reference” and then mark the proposal “Attachment A” and include it with the agreement. However, often proposals will include ambiguous or imprecise language that is inappropriate for language describing the responsibilities. In these situations, it is better to redraft the proposal language to fit the contractual relationship.

If the description of the Consultant’s work is lengthy, break the text into paragraphs and letter each paragraph.

If the agreement requires the Consultant to prepare a report or other document and compensation for the agreement exceeds \$5,000, add the paragraph shown on the format in brackets and letter each paragraph accordingly. Otherwise, delete the bracketed paragraph.

See Section 5.4 for more information about drafting this section of the agreement.

<7> Here, explain the County’s responsibilities. At a minimum, the County has the responsibility to pay (“compensate”) the Consultant for his, her, or its services and to monitor the outcomes achieved by the Consultant.

In addition to the County’s responsibility to pay for services, other duties may be required, such as providing support staff, clerical services, or general oversight; the furnishing of such things as office space, materials, equipment, or supplies; or a guarantee that the Consultant will have access to County facilities, staff reports, and data needed to complete the work (but note that providing such access may affect the Consultant’s tax status; see Section 5.5). Any additional duties to be undertaken by the County should be specifically delineated here.

<8> Sometimes, the Consultant is paid a lump sum at the end of the agreement’s term for all of the work performed. If this is the case, simply type in the total amount to be paid at item <8>. A lump sum amount should be exact; the phrases “up to” or “an amount not to exceed” should not be used.

Sometimes, a lump sum payment is not the appropriate method of payment. Two other common options for payment are:

- The Consultant may be paid at a particular hourly rate (or at various hourly rates, depending on which of the Consultant’s employees do the task), “up to” or “not to exceed” a specified compensation maximum; this type of compensation is usually paid each month or each quarter for services rendered the preceding month or quarter. When the Consultant is to be paid at an hourly rate, avoid stating “\$100 per hour or fraction thereof,” since the Consultant would receive \$200 for 65 minutes of work. Instead, state that compensation will

be paid in specified time increments, such as quarter-hour or six-minute increments, etc.; or

- The Consultant may be paid as certain tasks or units of service of a larger project are completed. If this method of compensation is chosen, be sure to withhold 20 to 25 percent of the total agreement amount until after all work is completed. In that way, the Consultant will be motivated to complete all of the services required by the agreement. If payment is by task or unit of service, require the Consultant to provide some sort of proof that the task or unit of service has been completed before authorizing payment of each claim.

The method of compensation, whether lump sum, hourly, or by progress payments, should be clearly described in this section of the agreement. The following gives you guidance on the language for the various methods of compensation; however, contact County Counsel if you need assistance.

A contract maximum should be stated. Example: “Consultant shall be paid at the rate of \$40 per hour for services rendered; however, in no event shall consultant be paid in excess of \$3,600 for all services consultant is obligated to render pursuant to this agreement.”

When stating a contract maximum, always specify the maximum compensation for the entire agreement, whether the term is a few months or three years. Make sure this sum complies with the authority delegated by the Board of Supervisors. For example, a Department Head cannot ordinarily sign an expenditure agreement having total compensation exceeding \$10,000. Also state how frequently payments will be made; monthly or quarterly or after all services are rendered.

If the agreement is for more than one year, and you have agreed with the Consultant that compensation will change over time, specify the maximum for each year. For example, “Consultant shall be paid at the rate of \$25 per hour as compensation for services rendered during Fiscal Year 2017-18, but total compensation for that year shall not exceed \$1,250; at the rate of \$26 per hour during Fiscal Year 2018-19, but not to exceed \$1,300; and at the rate of \$27 per hour during Fiscal Year 2019-20, but not to exceed \$1,350.”

If the agreement provides for a number of different rates for service, and it is likely that the Consultant will ask for minor changes in one or more of those rates during the term of the agreement, you may insert, “During the term of this agreement, the [insert Department Head’s title] may approve, in writing and in advance, changes in any of Consultant’s rates, provided that the increase in any single rate shall not exceed 10 percent over the original rate during the entire term of this agreement and provided further that the rate increase shall not increase the total compensation payable under this agreement.” If the agreement includes a budget for the Consultant, similar language may be inserted to allow the Department Head to authorize transfers between line items in the agreement budget, so long as total compensation is not increased.

If it is possible that the scope of the agreement may be modified, resulting in a decrease in compensation, the Department Head can be authorized to independently execute an amendment lowering total compensation. You may insert, “The [insert Department Head’s title] may, in writing, approve a decrease in services, resulting in a decrease in compensation, not to exceed 25 percent of total compensation.”

“Unit of service” agreements also have a compensation maximum. You might state, “Consultant shall be paid \$500 for each class taught. The

maximum compensation payable for Consultant’s services shall not exceed \$4,000; no additional sums will be paid for services rendered.”

For “progress payment” agreements, tie payments to the completion (and County's acceptance) of each task. For example, “Consultant shall be paid the following amounts as each task is completed and accepted by County: Task 1, \$5,000; Task 2, \$3,500; and Task 3, \$1,500. In no event shall total compensation exceed \$10,000.”

If the Consultant is to be paid for travel expenses, that should also be referenced in this paragraph. Generally, the County will pay for actual travel expenses incurred; we usually require that travel expenses be approved in advance (to keep the Consultant from using an unusually expensive mode of travel). In other cases, the agreement may provide that “reimbursement for travel expenses will be at the same rates and under the same conditions as provided to County employees.” If travel expenses are to be paid, the agreement must state: “Consultant must submit original receipts to document each expense, or reimbursement will be denied. County will not reimburse Consultant for alcohol, in-room movies, laundry, sundry, or family expenses.”

The agreement may also include a provision for compensation for other items, such as training materials or copies of reports. The terms and conditions of such reimbursement should be described in this paragraph.

Make sure that reimbursement for expenses does not push the total compensation over the maximum amount that is authorized for the County official (the Department Head, CEO, Board of Supervisors) who will be signing the agreement.

If there is no monetary compensation from/to either Party for the services state “There will be no exchange and/or receipt of payment from either Party to the other Party pursuant to this agreement. The consideration for performance of this agreement is the performance of the rights, duties, and obligations set forth in this agreement.”

All personal services agreements must address compensation, and should list a maximum compensation amount.

- <9> Insert the title of the Department Head or contract administrator at item <9> in Section 4, “Billing and Payment.”

The standard language assumes a single payment after all the work is completed. If monthly, quarterly, or progress payments are to be made, rather than a lump sum payment, delete the first sentence and substitute language similar to the following: “Consultant shall submit to [name of Department Head or contract administrator] a monthly statement of services rendered [and costs incurred, accompanied by original receipts] by the fifth [or 10th or 15th] day of each month for services rendered the preceding month” *or* “Consultant shall submit to [name of Department Head or contract administrator] a statement of services rendered [and costs incurred, accompanied by original receipts] after completing each [describe unit of service, such as “class,” “report,” “examination,” etc.] *or* “Consultant shall submit a bill for services rendered [and costs incurred, accompanied by original receipts] to [name of Department Head or contract administrator] in accordance with the following schedule: [describe schedule].”

- <10> If the County is reimbursing the Consultant for any expenses (such as travel costs), add the phrase “and costs incurred” here. Make sure that

those costs have been described in the section titled, “Responsibilities of County.”

- <11> Insert the date the agreement will end. If you are unsure when the work will be completed, state “upon County’s acceptance of the work described in this agreement, but no later than [date].” If the term of the agreement is to commence on a date after signing, substitute that date for the phrase “as of the date it has been signed by the parties.” Since the agreement is ordinarily signed by the Board of Supervisors, CEO, or Department Head after it is signed by the Consultant, this means that the agreement will not become effective until the County executes it. If the agreement term is effective as of the date of signing it is crucial that the department ensures the Consultant(s) date their signature(s).

If the agreement term crosses fiscal years, modify the paragraph contained in the brackets with the appropriate paragraph as indicated in the template.

Remember that agreements with a term longer than a total of three years must be signed by the Board of Supervisors unless otherwise addressed in this Manual.

Try to have the term of the agreement correspond to the beginning and/or end of the County fiscal year.

Sometimes, the agreement will require the Consultant to provide the County a report after all of the rest of the work is completed. You may state that “the agreement will end on [date], except for the final report, which shall be due [date]” or words to that effect.

- <12> Insert the termination notice period, which could be 30 days or 60 days, or some other appropriate time period. Note: for this reference, the time period is calendar days,
- <13> Insert the title of the person who will give notice of termination. Ordinarily, this will be the Department Head.
- <14> Insert the Department Head’s title. For the Health and Human Services Agency agreements, “the Health and Human Services Agency Director (“Director”) or HHSA Branch Director as designated by the HHSA Director” is considered standard agreement format language.
- <15> The standard format personal services agreement should ordinarily contain unilateral indemnification to the benefit of the County. However, if the Consultant insists on mutual indemnification, contact the County Risk Manager to seek approval to use the mutual indemnification clause set forth in Section 7.2.2 after consulting with County Counsel.
- <16> Section 11 of the standard format begins with two paragraphs prescribing the minimum insurance requirements for all personal services agreements (general liability and workers' compensation coverage). Most agreements require only general liability and workers' compensation. At item <15>, add the language for any other insurance coverages that are required for your particular type of agreement. (See Chapter 7.0, which describes in detail the insurance coverages needed for each type of agreement, and provides further information about proof of insurance.)

Be sure that the remaining paragraphs of this section, beginning with either C or D, are correctly lettered and inserted.

- <17> Insert the Department Head’s title, not the Department Head’s name (e.g., “Director of Support Services“), the name of the department, the mailing address, the telephone and FAX numbers.
- <18> Insert the full name of the Consultant, the Consultant’s mailing address, the Consultant’s telephone and FAX numbers.
- <19> Insert any of the optional sections which are required for your agreement by this Manual, law or regulation. Number the section(s) consecutively.
- <20> Insert the name and title of the Department Head, CEO, or Chairman of the Board of Supervisors, depending on which officer is authorized to sign the agreement. (See Section 5.6 regarding signature authority.) If the Chairman of the Board of Supervisors will be signing the agreement, add an attestation line for the Clerk of the Board (directly under and to the left margin of the Board Chairman’s signature block because the Clerk of the Board can only attest to the Board Chairman’s signature and not to anyone else’s), an “approved as to form” for County Counsel, and an “approved” line for the County Risk Manager. Make sure that the Consultant’s signature is below all the County’s signature blocks.

If the CEO can sign the agreement, but the insurance clause has been modified, include an “approved” line for the County Risk Manager.

If the CEO can sign the agreement, but the indemnification clause has been modified, include an “approved as to form” line for County Counsel and an “approved” line for the County Risk Manager.

If any standard provisions have been modified or deleted, then add a County Counsel “approved as to form” signature block.

<21> Insert the name and title of the Consultant or, in the case of a business entity, the Consultant’s representative(s) or officer(s) authorized to bind the Consultant to the agreement. Pursuant to section 313 of the Corporations Code, if the Consultant is a corporation, the agreement must be signed by two of the corporation’s officers: one from the “executive group,” i.e., the chairman of its board, its president or a vice-president *and* one from the “financial group,” i.e., its secretary or assistant secretary, treasurer or assistant treasurer or its chief financial officer, unless the Board of Directors has authorized, in writing, a particular corporate officer to sign agreements. If the Board of Directors of the corporation has adopted such an authorization, attach a copy of the resolution to the agreement. If a person holds more than one corporate office (for example, president and chief financial officer), that one person may sign the agreement and bind the corporation. In that case, indicate below the signature line what corporate offices the signer holds. If two signatures are needed for a corporation, add another signature line and type the names and titles of the corporate officers under them. There are also special rules regarding who can bind general partnerships, limited partnerships, and limited liability companies. County Counsel should be consulted if there are any questions.

<22> Insert the Consultant’s federal tax identification number. However, if the Consultant is an individual, his/her social security number or Individual Taxpayer Identification Number is the Consultant’s tax number. To help avoid identity theft, only the original of the agreement should contain the social security number or the Individual Taxpayer Identification Number. All copies should have those numbers deleted.

NOTE: If the only deviation is a change to the insurance coverage, and compensation is \$10,000 or less, the Department Head can sign as long as the agreement is approved by the County Risk Manager; if the indemnification clause is changed, both the County Risk Manager and County Counsel must approve. If any standard provisions have been modified or deleted, then County Counsel must approve as to form.

5.18 Purchase Order Agreement for Limited, One-time Services

Administrative Policy 2-201 “*Authorizing the County Auditor to Approve Certain Claims*” authorizes a select list of services, which are not ongoing or repetitive, and total \$5,000 or less, to be procured using a Purchase Order Agreement - Services form rather than a formal personal services agreement.

Department Heads have the authority to sign, without County Counsel or the County Risk Manager’s approval, this simplified Purchase Order Agreement - Services form for items specified in Administrative Policy 2-201. The Purchase Order Agreement - Services form as well as the criteria for use is covered in the Administrative Policy 2-201.

Furthermore, and notwithstanding any other provision of this Manual, the CEO, or designee, may also approve additional non-repetitive services on a case-by-case basis.

Chapter 6.0 CONTRACTS FOR PUBLIC WORKS PROJECTS COSTING UNDER \$60,000.

Section 6.1 Definition of “public works project.”

The Public Contract Code defines the term “public works project” as a project for the construction, improvement, demolition, alteration, renovation, or repair of publicly owned, leased, or operated buildings and structures. This would include the installation of fixtures such as HVAC systems or permanent wiring. However, maintenance work (as distinguished from repair work) is *not* considered a public works project.**

An example of a public works project is the removal of asbestos from a building (because it involves demolition). Painting, except for minor repainting, is also considered a public works project (Public Contract Code, sections 20150.2, 22002). The installation of an alarm system is also a public works project (because the work involves the alteration of a building), but maintenance of the system is a personal service.*

6.2 Procedures for public works projects costing less than \$60,000.

The Board of Supervisors has delegated to the Public Works Director the authority to sign Public Works Construction Contracts (**ATTACHMENT F**) with compensation of \$10,000 or less, and the County Executive Officer to sign public works contracts with compensation of \$60,000 or less (subject to formal bidding requirements when applicable -- see the next paragraph). The Board has also delegated to the Chief Information Officer and his/her designee the authority to negotiate and sign contracts for and administer, and oversee public works projects for telephone, telecommunication, and other information services cabling projects with compensation of \$10,000 or less. For purposes of this Chapter, the term Public Works Director includes the Chief Information Officer for purposes of telephone, telecommunication, and other information services cabling projects. All other contracts for public works projects must be presented to the Board for signature.

* The distinction between maintenance and repair work is difficult to make in some situations. The distinction is important, since contracts for the maintenance of County buildings are personal services contracts, whereas contracts for the repair of the same buildings are public works contracts. Contact County Counsel for advice on determining the nature of the contract.

** Although not considered a “public works project” subject to bidding requirements, some maintenance work requires payment of prevailing wages. See 8 CCR §§16000, *et seq.*

Although County public works projects estimated to cost \$4,000 or more generally must go through the formal bidding process (Public Contract Code, section 20150.4), the threshold applicable to Shasta County is \$60,000 because the Board of Supervisors has opted to become subject to the Uniform Public Construction Cost Accounting Act (Public Contract Code, sections 22000, *et seq.*; Resolution 2005-93). Under that Act, a county may agree to follow accounting procedures published by the State Controller's office. By agreeing to follow those procedures, the County may carry out public works projects estimated to cost \$60,000 or less by either “force account” or by entering into a negotiated contract with a construction contractor without bidding.

The term “force account” is used to describe the employment of County personnel to perform construction or repair work. The County may also use unpaid labor (such as volunteers, conservation camp workers, or Sheriff's work release inmates) to accomplish some or all of the work. When public works projects are done by force account, the Public Works Department acts as the general contractor for the County. In addition, the County may subcontract portions of a public works project, such as electrical or plumbing work (and the subcontracting may be accomplished by negotiated contract without bidding).

Although the Public Works Department may use force account for projects of \$60,000 or less, it is not required to do so. If the County elects to contract out for a project of \$60,000 or less, the contract may be awarded through private negotiations without first going out to bid or preparing detailed plans and specifications; however, those contracts still must provide for prevailing wages (if the contract is more than \$1,000), bonds (unless waived), and insurance. The Public Works Department will negotiate the contract, with the assistance of the Purchasing Division and County Counsel if requested. County Counsel has drafted a standard format Public Works Construction Contract (**ATTACHMENT F**). Whether or not the standard format is used, the contract must be approved by the County Counsel and the Risk Manager before it is signed by the County Executive Officer or Public Works Director, as applicable.

Whether the project is undertaken by force account or negotiated contract, if a contract or subcontract exceeds \$1,000, prevailing wages must be paid (Labor Code, section 1771). For purposes of determining if the prevailing wage requirement applies, “public works” includes installation work and carpet-laying, as well as the other activities listed in Section 6.1 (Labor Code, section 1720).

State law does not require that a contractor or subcontractor provide a labor and materials payment bond for work performed on public works projects of \$25,000 or less (Civil Code, section 9550). However, the Public Works Director may require the contractor or subcontractor on such a project to provide a payment bond if deemed advisable. If a payment bond is required, it must be in an amount equal to at least 100 percent of the contract/subcontract price (Civil Code, section 9550).

A performance bond is required from the contractor or subcontractor before the contractor/subcontractor enters into any public works contract, including negotiated contracts of \$60,000 or less. However, the Public Works Director may waive the requirement of a performance bond if all the following are met:

- the contract or subcontract price is \$25,000 or less;
- if there are any other subcontracts on the same project, the total dollar amount of all the contracts together does not exceed \$25,000;
- the Public Works Director, with the concurrence of the affected department head, if any, determines that it would be in the best interests of the County to waive the performance bond; and
- the Risk Manager approves the waiver; the Risk Manager may approve the waiver of a performance bond for contracts under \$4,000.

All contractors and subcontractors must also obtain general liability, automobile liability and workers' compensation insurance as required by Chapter 7.0 of this policy. In addition, any contractor or subcontractor required to be licensed by a state or local agency must show proof of licensure before commencing work.

Public works projects costing more than \$60,000 must be approved, in advance, by the Board of Supervisors. The procedures for undertaking those projects are not covered by this Manual. Departments should contact the Public Works Department regarding such projects.

In determining whether a project costs \$60,000 or less, all costs of materials, labor (including the salaries and benefits of County employees, as well as any subcontractor's labor costs), and overhead must be included. It is illegal to split a project into two or more separate parts in an attempt to bring each part under the \$60,000 limit (Public Contract Code, section 22033). Project splitting is a ground for disciplinary action.

The Uniform Public Construction Cost Accounting Act does not limit a department head's ability to buy materials or contract for services in emergency situations. (See Section 2.10.)

Various provisions of state law require certain clauses in every public works contract. For this reason, all public works contracts, including a subcontract for a force account project, regardless of the dollar amount, must be reviewed and approved by County Counsel before they are entered into. To reduce the time required to approve the contract, the Public Works Construction Contract (**ATTACHMENT F**) should be used.

6.3 Signatures.

When the contractor is a corporation, special rules apply to the contractor's signature of the contract. See item <21> of Section 5.17.

6.4 Aggregate public works contracts.

The Public Works Department may negotiate public works contracts with local trades people to provide periodic services, such as plumbing or electrical services, in connection with small public works projects (Public Contract Code, sections 22000, *et seq.*). Such "aggregate public works contracts" will ordinarily be entered into by way of bidding or through the RFP/RFQ process. More than one contract may be let for each building trade.

With regard to aggregate public works contracts, the relevant cost figure is not the price of any individual project but the price of the contract as a whole. Any aggregate services contract over \$60,000 must go to the Board of Supervisors; those of \$60,000 or less may be signed by the County Executive Officer after review by County Counsel and the Risk Manager, and if \$10,000 or less, by the Public Works Director if the standard contract format is used and the contract is approved by County Counsel and the Risk Manager. (See Section 5.6 for more information on aggregate contracts.)

6.5 Cabling projects by Information Technology Department.

The Chief Information Officer may use his/her own employees to undertake telephone, communications, or data cabling projects within County-owned or leased facilities, so long as each discrete project costs less than \$60,000.

Chapter 7.0 INSURANCE AND INDEMNITY PROVISIONS FOR ALL AGREEMENTS AND CONTRACTS.

Section 7.1 Overview.

Indemnity and insurance provisions are intended to protect the County from incurring losses attributable to the actions or responsibilities of others. Section 7.2 discusses indemnification. Section 7.3 describes what types of insurance or bonds each kind of contract requires. Waivers of Liability are covered under Administrative Policy 3-205.

Department heads are ultimately responsible for all of the terms of a proposed contract, including the indemnification and insurance provisions. Each department head and the department's contract administrator should be familiar with the requirements of this Chapter in order to successfully encourage contractors/consultants to accept these provisions in their agreements.

When there is any question about whether a consultant is able to obtain the necessary policies of insurance, the department head or contract administrator should contact the Risk Manager to discuss whether the standard insurance provisions can be modified before concluding negotiations with the consultant.

Each department is responsible for obtaining the appropriate proof of insurance and forwarding it with a copy of the proposed contract to the Risk Manager for review and approval before the contract is signed on behalf of the County. As discussed in Section 7.6, the only proof of insurance which is acceptable is certificate of insurance, with appropriate endorsements or amendments to the insurance policy of the consultant, which names Shasta County, its elected officials, officers, employees, agents, and volunteers as “additional insureds” and waives subrogation, and is primary to any County coverage.

The department is also responsible for obtaining certificate of insurance with appropriate endorsements or policy amendments *prior* to the expiration of the current policy. Renewal certificates of insurance, their endorsements or amendments, must be forwarded to the Risk Manager for approval prior to the expiration of coverage.

As part of their contract negotiations, department heads or contract administrators should obtain documentation showing that the contractor's/consultant's insurance coverage is supplied by a domestic insurer which has received a financial rating of “A-” or better and a policyholder surplus rating of at least “VII” from A.M. Best. Similarly, all construction contracts, as well as any

other contract which requires a bond, must be accompanied by proof of bonding obtained from a domestic bonding company with an A.M. Best financial rating of “A-” or better.

The Risk Manager is required to review all agreements over \$50,000 and any contract in which the insurance clause does not follow the standard format. The Risk Manager may require higher limits of coverage when the basic limits prescribed in this Manual are deemed to be inadequate. For example, higher limits may be required for particularly complex construction or maintenance contracts, programs having members of the public assigned to them in a custodial capacity, programs having a large concentration of the public in one place at one time, or programs requiring a high degree of professional care or judgment.

When deemed necessary, the Risk Manager will require coverage endorsements to be attached to the Commercial General Liability Insurance policy, or require the policy to be amended to include coverage for auto and non-owned auto, broad-form contractual, broad-form property damage, contractor's protective, products/completed operations, XCU (explosion, collapse, underground), host liquor, personal injury, or fire-legal liability.

The Risk Manager may waive various types of insurance coverage or reduce the limits of coverage when he or she determines that the risk of loss is outweighed by the County's need to secure the services of that particular consultant. The Risk Manager may also modify the language of the standard insurance provisions under the same circumstances.

The Risk Manager will confirm that insurers and sureties which provide coverage or bonds are admitted to do business in California.

The County will assume no responsibility for the cost of insurance provided by a consultant, lessor, lessee, or any entity funded by the County.

7.2 Indemnification provisions.

Contractual indemnification is a means by which parties to a contract may allocate the risks of liability and loss between themselves. An indemnification provision also usually requires the indemnifying party to provide a legal defense against third party claims arising out of the agreement.

There are two basic types of indemnification provisions and numerous variations. The two basic types are unilateral and mutual. Unilateral indemnification means one of the parties agrees to indemnify the other party to the agreement. Mutual indemnification means each party will indemnify the other party, usually for the claims resulting from the indemnifying party's own conduct.

7.2.1 Types of indemnification clauses.

Four types of indemnification provisions are listed below in order of preference, according to the degree of protection they afford the County, as well as the degree of risk to the County. The provision that provides the greatest protection and the least risk to the County is listed first:

Standard unilateral indemnification -- This provision is used in the Personal Services Agreement (**ATTACHMENT B**). It is a unilateral provision that indemnifies the County for its entire loss arising out of the performance of the agreement, regardless of whether the County's negligence contributed to the loss. However, if the loss was caused by the sole negligence of the County (rather than the concurrent negligence of both the County and the consultant), state law prohibits indemnification, so the provision specifically excludes sole negligence of the County. The standard unilateral indemnification provision *must* be used in County agreements unless the County Counsel and Risk Manager have approved use of another indemnification provision. It affords the County the greatest degree of protection.

Limited unilateral indemnification -- The limited unilateral indemnification provision indemnifies the County for loss arising out of the performance of the agreement, but if the County's conduct contributed to the loss, indemnification of the County will be reduced accordingly. The County does not obligate itself to indemnify the other party. Approval by County Counsel and the Risk Manager to use this provision in an agreement is necessary.

Mutual indemnification -- Under a mutual indemnification provision, each party agrees to indemnify the other party for the loss caused by the indemnifying party's conduct. If both

parties are partly responsible for the loss, then each party will indemnify the other based upon its degree of fault. This type of provision is sometimes referred to as “comparative” mutual indemnification. The County should attempt to negotiate use of the limited unilateral indemnification provision or other more favorable provision before agreeing to mutual indemnification because it imposes on the County risk of liability to the other party. Approval by County Counsel and the Risk Manager is necessary before this provision can be used.

Unilateral indemnification by County -- Under this indemnification provision, the County agrees to indemnify the consultant, but the consultant does not agree to indemnify the County. This provision should rarely be used in situations other than commercial leases where the County is the tenant. Approval by County Counsel and the Risk Manager to use this provision in an agreement is necessary.

7.2.2 Required indemnification language.

Agreements must include the standard unilateral indemnification language from the “**INDEMNIFICATION**” section in the Personal Services Agreement (**ATTACHMENT B**), unless another provision is authorized by County Counsel and the Risk Manager.

Some consultants or contractors insist on mutual indemnification clauses. In that case, the department must obtain the prior approval of the Risk Manager and County Counsel to modify the standard language. Upon approval, the following language can be used in lieu of the initial paragraph(s):

“Each party shall defend, indemnify, and hold the other party, its officials, officers, employees, agents, and volunteers, harmless from and against any and all liability, loss, expenses (including reasonable attorney's fees), or claims for injury or damage arising out of the performance of this agreement, but only in proportion to and to the extent such liability, loss, expenses (including reasonable attorney's fees), or claims for injury or damage are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officials, officers, employees, agents, subcontractors, or volunteers.”

7.3 Required insurance coverage.

The types of insurance coverage required under a particular contract depend on the subject matter of the contract. The department should ensure that, absent a waiver of coverage by the Risk

Manager, all of the following listed insurance coverages are obtained for the particular type of contract appropriate to the operations and work being performed.

7.3.1 Personal services agreements -- professionals.

Examples: Architects, engineers, surveyors, consultants, counselors, attorneys, accountants, information technology professionals, technical and professional instructors, clinics, clinicians, medical professionals, or others providing services requiring professional knowledge.

Minimum Required Insurance:

- Commercial General Liability Insurance, with limits of \$2 million per occurrence or claim.
- Automobile Liability Insurance, with limits of \$1 million per occurrence or claim.
- Workers' Compensation Insurance as required by law, and Employer's Liability Insurance with limits of \$1 million per occurrence or claim.
- Professional or Technical Errors and Omissions Insurance with limits of \$2 million per occurrence or claim.

7.3.2 Personal services agreements -- non-professionals.

Examples: Social services providers, and health services providers (those not required to carry professional liability coverage), persons providing non-technical or non-professional staff training, food and beverage concessions, space rentals to groups for club functions or other recreational activities.

Minimum Required Insurance:

- Commercial General Liability Insurance, with limits of \$2 million per occurrence or claim.
- Automobile Liability Insurance, and any required endorsements, with limits of \$1 million per occurrence or claim.
- Workers' Compensation Insurance as required by law, and Employer's Liability Insurance with limits of \$1 million per occurrence or claim.

7.3.3 Environmental risk agreements.

Examples: Pest control; weed abatement; underground tank removal; environmental testing; well monitoring; asbestos removal or testing; fueling; transfer station operation; or the collection, transportation, or disposal of toxic, hazardous, or infectious waste.

Minimum Required Insurance:

- Commercial General Liability Insurance, with limits of \$2 million per occurrence or claim.
- Automobile Liability Insurance, with limits of \$1 million per occurrence or claim; endorsed to include appropriate hazardous materials transportation if warranted by the operations.
- Workers' Compensation Insurance as required by law, and Employer's Liability Insurance with limits of \$1 million per occurrence or claim.
- Contractor's Pollution Liability, Environmental Impairment Liability, or Hazardous Waste Liability Insurance as applicable to the work being performed with limits of \$1 million per occurrence or claim, \$2 million aggregate.

7.3.4 Aircraft/airport operations.

Examples: Fueling, maintenance, repair, washing and detailing, storage (including tie-down), sales and leasing, rental, or operation of aircraft.

Minimum Required Insurance:

- Commercial General Liability Insurance, with limits of \$2 million per occurrence or claim.
- Automobile Liability Insurance, with limits of \$1 million per occurrence or claim; endorsed to include appropriate hazardous materials transportation if warranted by the operations.
- Workers' Compensation Insurance as required by law, and Employer's Liability Insurance with limits of \$1 million.
- Hangarkeepers' Liability Insurance with limits of \$2 million per occurrence or claim, and \$2 million aggregate.
- For fixed base operations, flight schools, flying clubs, or fueling or refueling, or other airport or aircraft operations: Comprehensive Airport Liability

Insurance for bodily injury (including death), and property damage, including owned and non-owned aircraft coverage, with limits of \$2 million per occurrence, \$3 million aggregate.

7.3.5 Leases with tenants on County property.

Minimum Required Insurance:

- Commercial General Liability Insurance, with limits of \$2 million per occurrence or claim.
- Workers' Compensation Insurance as required by law, and Employer's Liability Insurance with limits of \$1 million per occurrence or claim.
- Property Insurance covering all risks of loss to County property, and any tenant improvements or betterments, at full replacement cost with no coinsurance penalty provision.

7.3.6 Construction or repair (public works) contracts.

Examples: Building construction, renovation, demolition; road/bridge construction; underground tank removal; asbestos removal; building-moving; and plumbing, painting, or electrical work which results in a modification to a building.

Minimum Required Insurance and Bonds:

- Commercial General Liability Insurance, with any required endorsements, with limits of \$2 million per occurrence or claim (\$5 million per occurrence or claim for building construction), based on the extent and type of work being performed.
- Automobile Liability Insurance, with limits of \$1 million per occurrence or claim; endorsed to include appropriate hazardous materials transportation if warranted by the operations.
- Workers' Compensation Insurance as required by law, and Employer's Liability Insurance with limits of \$1 million per occurrence or claim.
- Work and Materials (Builder's Risk) Insurance:
 - \$100,000 coverage for any loss on contracts for remodeling, renovation, alteration, or maintenance of existing buildings.

➤ 100 percent of the contract sum for all bridge construction and for all new construction of \$250,000 or less (for construction over \$250,000, consult the Risk Manager).

- Bonds:

➤ Payment Bond: For public works projects of more than \$25,000, a payment bond is required in the amount of 100 percent of the contract price, and shall inure to the benefit of persons performing labor or furnishing materials in connection with the work of the contract. This bond must be maintained in full force and effect until all work under the contract is completed and accepted by the County, and until all claims for materials and labor have been paid. For projects \$25,000 or less, a payment bond may be reduced or waived by the Risk Manager.

➤ Performance Bond: A performance bond is required in the amount of 100 percent of the contract price, and shall guarantee the faithful performance by Contractor of all work under the contract. It shall also guarantee the replacement or rectification of any defective materials or faulty workmanship. The Risk Manager may approve the waiver of a performance bond for contracts under \$4,000.

7.3.7 Minimum Required Insurance for Other Circumstances:

- For agreements involving contact with minors: Sexual Abuse or Molestation Insurance with limits of liability of not less than \$2 million per occurrence or claim.
- For agreements with the County when the agreement is for the provision services in which County data is held or processed at a non-County facility or location, and/or the vendor has access to, or is processing County data: Cyber and Privacy Liability insurance with limits of not less than \$2 per occurrence, \$2 aggregate.

7.4 General liability and workers' compensation insurance coverage -- required contract language.

The “**INSURANCE COVERAGE**” language in the Personal Services Agreement (**ATTACHMENT B**) is required in all County agreements unless waived or modified by the Risk Manager.

Proof of insurance coverage must be approved by the Risk Manager prior to any other departmental approval or placing the agreement on the Board of Supervisors’ agenda. Department heads must give the Risk Manager sufficient time to review the documentation. As noted in Section 7.6, proof is generally limited to certificates of insurance, with the appropriate endorsements or amendments to the Contractor's/Consultant’s policy of insurance. For general liability and auto liability coverage, the endorsement or policy amendment must include Shasta County and its elected officials, officers, employees, agents, and volunteers as additional insureds. In accordance with this Manual, the Risk Manager may require an increase in coverage limits or approve a decrease or waiver of coverage, or may modify the language of the agreement’s insurance provisions.

7.5 Bonds -- required contract language.

The language for bonds may be obtained from the Risk Manager. All bonds must be submitted to the Risk Manager for review. Bonds must be from a domestic insurer or bonding company, which is admitted to do business in California, with a financial rating of “A-” or better by A.M. Best's Key Rating Guide. The bonds must be in an amount sufficient to assure completion of the contractual obligation. Departments may want to consider requiring a performance bond for personal services agreements (consult County Counsel for more information). See Section 6.2 for more information about bonds required for Public Works projects.

7.6 Insurance endorsements and policy amendments for all agreements and contracts.

The consultant (or contractor) must submit to the department the certificates of insurance showing appropriate coverage, plus either *endorsements* to the insurance policies or *amendments* to the policies themselves demonstrating that the consultant has the coverage required by Section 7.2 and that Shasta County and its elected officials, officers, employees, agents, and volunteers are named as “additional insureds” under the general liability and auto liability policies, and the evidence of insurance approved by the Risk Manager, before any services are performed and before the contract is signed on behalf of the County. Note that a “certificate of insurance” is not an acceptable way to add insureds or waive subrogation because it does not clearly bind the consultant’s insurance carrier.

If the County Executive Officer will be signing the contract, the endorsement or policy amendment (and certificate, if needed) should be approved by the Risk Manager before the contract is forwarded to the CEO for signature. If the Board of Supervisors will be signing the contract, those documents must be approved by the Risk Manager before the contract is forwarded to the Board of Supervisors for signature.

The department head must carefully review the endorsement and the policy itself to confirm that the endorsement does, in fact, amend the policy of insurance; that the policy provides the appropriate types and levels of coverage (see Section 7.2); that Shasta County and its elected officials, officers, employees, agents, and volunteers are specifically listed as “additional insureds”; and that the other language required by the insurance section of the standard agreement and public works contract are included with the insurance documentation. If there are any questions about insurance coverage, the Risk Manager should be consulted.

On occasion, the Risk Manager will waive the requirement for insurance. This will occur if the consultant (or contractor) is uninsured and the Risk Manager determines that the County’s need for services from that consultant outweighs the risk of loss. The Risk Manager may also modify the insurance language when appropriate. If the department needs to have the insurance provisions waived or modified, but if all of the other standard contract provisions are included in the contract, the department head can sign the contract as long as the Risk Manager approves the waiver or modification in writing; include an “approved” signature block on the contract and so long as the other requirements of Section 5.6.3 are met.

The standard indemnification clause should not be waived or modified except with regard to agreements with another county or the federal or state government. Any change to the indemnification section requires approval by both the Risk Manager (include an “approved” signature block) and County Counsel (include an “approved as to form” block).

Chapter 8.0 DOCUMENTS.

Section 8.1 Modification of documents

County Counsel is delegated the authority, without Board of Supervisors’ approval, to modify any documents included in this Manual (See 8.2 below) to the extent necessary to adapt the document to the particular circumstances of the transaction, to comply with changes in state or federal law (whether statutory or case law), regulations, policies imposed by a government agency

with which the County contracts (e.g. if the State of California requires a change to certain contractual provisions), or to correct errors in or omissions from documents(s). The Risk Manager must approve, in advance, any changes by County Counsel to the indemnity or insurance provisions contained in any documents included in this Manual.

The County Executive Officer is delegated the authority, without Board of Supervisors' or County Counsel approval, to modify Request for Personal Services Agreement Review/Approval (**ATTACHMENT H**).

The County Executive Officer is delegated the authority, without Board of Supervisors' approval, to post such modified documents to the County Intranet.

8.2 Documents included in this Manual

The following documents are attached to and included in this Manual:

- Real Property Lease Agreement- **ATTACHMENT A**
- Personal Services Agreement - **ATTACHMENT B**
- Withholding Waiver Request Form - **ATTACHMENT C**
- Addendum to Contract/Agreement (HIPAA Business Associate Agreement) - **ATTACHMENT D**
- Sample Agreement Amendment - **ATTACHMENT E**
- Public Works Construction Contract - **ATTACHMENT F**
- Hold Harmless Addendum - **ATTACHMENT G**
- Request for Personal Services Agreement Review/Approval - **ATTACHMENT H**

COUNTY OF SHASTA		Number
ADMINISTRATIVE MANUAL		7-110
SECTION:	Employment	Oaths of Office; Deputization
INITIAL ISSUE DATE:	March 24, 2009	
LATEST REVISION DATE:	March 24, 2009	
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PURPOSE

This policy establishes the procedures by which oaths of office will be administered to County officers and employees; the responsibility for maintaining the Certificates of Appointment and Oath of Office; the procedures by which County Officers may deputize subordinate staff; and the revocation of deputizations.

BACKGROUND

The California Constitution requires that all public officers and employees take and subscribe an oath of office before assuming office or beginning their employment. Most County officers are authorized to deputize qualified subordinates to exercise the powers and duties of the officer. A deputy’s powers are independent of his or her employment. While oaths of office “expire” when a deputy’s employment ends, a deputization should be rescinded in writing when a deputy leaves employment with the department. The documents which reflect the oaths of office, deputization of subordinates, and revocation of a deputization are public records. Those documents must be filed with the appropriate official and must be available for public inspection.

POLICY/PROCEDURE

Oaths of Office

The procedures for administering and filing oaths of office differ somewhat, depending on the employee’s position.

Elected officials and appointed department heads must take and subscribe (sign) an oath of office prior to assuming office (Government Code sections 1360-1369). (See Attachment A, Certificate of Appointment and Oath of Office.) State law does not specify a time period during which the oath must be administered; the taking of the oath must simply precede the assumption of office. For that reason, a newly elected or re-elected county official or a newly appointed department head may take and subscribe the oath of office well in advance of the term of office or start of employment. The term of office of an elected County officer begins the Monday after January 1 following the officer’s election (Cal.Const.Art. II, section 20).

With regard to members of the Board of Supervisors, it has been the practice in Shasta County to hold a “swearing in ceremony” at the start of the newly elected or re-elected member’s first board meeting, during which the County Clerk administers and certifies the oath of office after it is signed by the board

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member. Members will have taken the oath prior to the ceremony, perhaps immediately after the Registrar of Voters certifies the election results. However, an elected officer cannot exercise the power of his or her office until two events have occurred: the term has commenced, and the oath has been taken.

Elected department heads are ordinarily administered a “ceremonial” oath of office at the same board meeting during which two newly elected board members take the oath. However, they, too, will have taken the oath before that time, soon after the election results are certified. In fact, the County Clerk distributes the Certificate of Election and Oath of Office to newly elected department heads immediately after certification of the election and asks that the oath be sworn and subscribed prior to the first Board meeting in January (Government Code sections 1360-1369). The oath may be administered by any County Officer, deputy officer, judicial officer, court commissioner, or notary public (Government Code section 24057, Code of Civil Procedure sections 259, 2093). Elected department heads can exercise their official powers only when two conditions exist: their term begins and they have taken the oath.

Appointed department heads may be administered the oath of office by any County Officer, a deputy officer, a judicial officer, a court commissioner, or a notary public. The oath must be taken before the new department head performs any of his or her duties.

The signed oaths of office for members of the Board of Supervisors and elected and appointed department heads are filed with and maintained by the County Clerk (Government Code section 1363).

A person who is promoted to a department head position must take and subscribe a new oath of office and file the certificate with the County Clerk. An elected or appointed officer who serves a fixed term of office should take the oath at the start of each new term, and file it with the County Clerk.

All *County employees* are considered to be “disaster service workers,” and as such, they too must take and subscribe the oath of office before they enter upon the duties of their employment. (Government Code section 3102). The oath of office for an employee may be administered by his or her appointing authority or before any other person authorized in writing by the appointing authority (Government Code section 3104). In Shasta County, that oath is administered by staff of the Personnel Division (who have been deputized by the County Clerk to administer oaths) during the new employee’s orientation session; the certificate is then filed in the employee’s official personnel file (Government Code section 3105).

An oath need not be repeated because of an employee’s promotion, or other change of class or position, unless the employee is an officer who is appointed or reappointed to a fixed term, or the employee has had a break in service (22 Ops.Cal.Attny.Gen. 79 (1953).)

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While the oath is sometimes called a “loyalty oath” in connection with a County employee, and an “oath of office” for a County Officer, the same oath is taken by all officers and employees. It can be found at section 3 of Article XX of the California Constitution. Only the first paragraph of the oath is given; the second paragraph was declared unconstitutional.

The oath of office must also be taken by persons who are appointed or reappointed by the Board of Supervisors to commissions or committees.

Certificate forms are available at the Clerk of the Board of Supervisors’ intranet page.

Deputizations

Every County Officer (except a member of a board of supervisors) may appoint as many deputies as are necessary for the prompt and faithful discharge of the duties of that office. (Government Code section 24101). Only those department heads who are specifically enumerated in Government Code section 24000, as well as any “other officers as are provided by law” are considered “County Officers” for the purposes of deputization.

A deputization ordinarily confers on the subordinate all of the powers and duties of the office of the County Officer (Government Code sections 7, 1190-1194). However, the principal may (and often should) limit the scope of the powers being delegated to the deputy.

An employee may not act as a deputy until a County Officer has deputized that employee, and the deputy has taken the Constitutional oath of office. A County Officer deputizes a subordinate by indicating on the Certificate of Appointment and Oath of Office that the employee is being appointed as a deputy. Many County positions have the term “deputy” in the title, and a separate indication of deputization is not necessary for those employees.

The certificate to be used for deputization has three places for signatures. The top portion, the Certificate of Appointment, is signed by the appointing authority. The bottom portion, the Oath of Office, is signed by the appointee and a witness (the appointing authority usually signs as the witness). Only a department head who is a County Officer may sign the appointment of a deputy; the signature of a deputy or other employee on the appointment is ineffective. However, any officer or deputy, a judicial officer, or a notary public, may administer and certify the oath,

Following deputization, the original of the certificate must be filed with the County Clerk within 10 days of appointment. (Government Code section 24102). The County Officer should keep a copy of the certificate for the employee’s personnel file.

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A deputization remains in effect when the incumbent of the public office changes because the deputy is delegated the powers of the public office, not the powers of a particular incumbent of that office.

Revocation of Deputization

Deputization does not expire when the deputy leaves County employment. Because the delegation of the principal’s powers to the deputy does not require the deputy’s continued employment, department heads must rescind the deputization of those subordinates who leave the department or who should no longer be allowed to exercise the authority that had been granted to them. (See Government Code section 24102.)

By September 1, 2009, the County Clerk will electronically distribute to each County Officer a form by which the officer may make a blanket revocation of deputization for all deputies hired prior to January 1, 1980, except for any deputies who are still employed; those pre-1980 hires whose deputization should remain in effect must be identified by the department head by name and position on the form.

The form will also allow the County Officer to rescind the deputization of persons deputized on or after January 1, 1980; the officer will need to fill in the name of each deputy who has left the department or whose deputy powers should be rescinded for some other reason. In addition, the officer may limit the scope of the powers delegated to any deputy.

In the future, as deputies leave County employment, the County Officer should routinely revoke the deputization as part of the exit process, and forward the revocation to the County Clerk.

RESPONSIBLE DEPARTMENTS

County Clerk/Registrar of Voters
Clerk of the Board of Supervisors
County Counsel

REFERENCES

BOS Policy Resolution No. 2009-01--3/24/09 (Adopted)

Attachment “A”: Exemplar of Certificate of Appointment

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ATTACHMENT "A"

For illustrative purposes only

CERTIFICATE OF APPOINTMENT

STATE OF CALIFORNIA, County of Shasta

I, **[name and title]**, County of Shasta, State of California, do hereby appoint **[name and title]** **[see below if deputy]**¹ in and for said County.

IN WITNESS WHEREOF, I hereunto set my hand
this _____ day of _____, _____.

[name]²
[title], County of Shasta, State of California

STATE OF CALIFORNIA)
) ss
County of Shasta)

I, **[name]**, do solemnly swear (or affirm) that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.

[name of officer, employee, or volunteer]

Subscribed and sworn to before me, this ___ day of _____, _____.

[name and title]³

¹ Any County Officer (Government Code section 24000) or department head may appoint (hire) an employee. However, only a County Officer may appoint a deputy, who may be a County employee or a volunteer. If the employee or volunteer is to be deputized and "Deputy" is not part of the position's title, insert "as Deputy [insert name of principal's office]" and then insert any limitations (e.g., "for the purpose of administering oaths.")

² The appointment should be signed by the Chairman of the Board, the County Clerk, the appointee's department head, or, for new employees, a Human Resources Analyst who has been deputized to administer oaths. If the appointee will be a deputy, the appointment must be signed by the County Officer who will act as principal.

³ Any County Officer or deputy, or a judicial officer or notary public, may witness the oath.

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SECTION:	Employment	New Employee Processing by the Personnel Division of Support Services
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LATEST REVISION DATE:	July 13, 2012	
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PURPOSE

This policy will be followed by the Personnel Division of the Department of Support Services to process all newly hired employees and to insure that the County complies with all applicable state, federal, and local laws.

BACKGROUND

When new employees are hired, one of the first actions that must be taken is to complete their in-service processing. This procedure allows employees to sign up for various benefit programs, receive copies of policies, procedures and agreements that govern their employment, and to participate in a County-wide orientation program designed to acquaint them with County programs and operations. This policy describes the steps that will be taken to complete the processing of all new employees and the responsibilities of the Personnel Division and the operating departments.

POLICY/PROCEDURE

Before a new employee starts working, it is the hiring department's responsibility to arrange an appointment with the Personnel Division in order to complete the processing of the employee's new hire documentation. The hiring department will insure that the Personnel Action Form (PAF) is delivered to Personnel prior to processing. It is the responsibility of the department to schedule and complete any psychological examination or other background investigation prior to making an offer of employment, which is conditional on the results of a pre-employment physical exam. The hiring department should contact Personnel after the conditional offer of employment is made, and Personnel will schedule the applicant for the required pre-employment physical examination, which includes drug/alcohol testing. The physical exam must be the last stage of the hiring process; it needs to be completed and the results provided to the Personnel Division prior to the beginning of employment.

During the initial meeting with new employees, Personnel will follow the attached checklist to inform the employees of their basic rights and responsibilities, sign them up for applicable benefits programs, and schedule them for a County-wide orientation session. It is the hiring department's responsibility to insure that the employee attends the County-wide orientation session.

After reviewing and issuing the appropriate documents to the employee, Personnel will require the employee to sign the checklist acknowledging that he/she has received or has been apprised of the

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information referenced on the document. A copy of the checklist and the acknowledgment will be placed in the employees personnel file.

The Director of Support Services may modify the checklist from time to time without prior approval of the Board of Supervisors. The Clerk of the Board will insert the modified checklist into the online Administrative Manual.

RESPONSIBLE DEPARTMENTS

Support Services -- Personnel

REFERENCES

Administrative Update--07/13/2012
Form Amended 7/3/08
BOS Policy Resolution No. 2008-02--3/4/08 (Renumbered to 7-120 from 8-120; amended)
BOS Policy Resolution No. 2005-6--8/02/05 (Amended)
BOS Policy Resolution No. 2001-10--8/14/01 (Amended)
BOS Policy Resolution No. 98-6--12/29/98 (Amended)
BOS Policy Resolution No. 95-1--2/7/95

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SHASTA COUNTY
RECEIPT FORM - NEW EMPLOYEE SIGN-UP PACKAGE

		Regular/Extra Help
1. _____	Personnel Action Form (copy of application attached)	R/EH
2. _____	Parking Permit (As needed)	R/EH
3. _____	I-9 Immigration Form	R/EH
4. _____	Confirmation of Physical Exam /Drug Testing/ DOT Drug Testing (As needed)	R/EH
5. _____	Confirmation of Fingerprints	R/EH
6. _____	Emergency Contact and Demographic Information Sheet	R/EH
7. _____	W-4/Direct Deposit Notice	R/EH
8. _____	Asbestos Information	R/EH
9. _____	Loyalty Oath (2 originals)	R/EH
10. _____	DMV Record Request/DOT Release for Previous Drug Testing Results	R/EH
11. _____	Drug Free Workplace Policy _____	R/EH
12. _____	Sexual Harassment Policy _____	R/EH
13. _____	Incompatible Employment Policy _____	R/EH
14. _____	Elder & Child Abuse _____	R/EH
15. _____	Violence in the Work Place _____	R/EH
16. _____	Vehicle Policy _____	R/EH
17. _____	Safety Handbook/Injury/Illness Prevention Policy	R/EH
18. _____	Workers Compensation Information & Doctor Designation	R/EH
19. _____	Comprehensive Memorandum of Understanding and Benefits Summary	R
20. _____	PERS Application (MEM-1 Form for R/PERS Exclusion, MEM-139, for EH)	R/EH
21. _____	PERS 2% @ 55 Information Booklet	R
22. _____	PERS 2% @ 50 Information Booklet	R
23. _____	Health Insurance Enrollment Information/Declaration of Health Coverage	R
24. _____	Health coverage packet when they choose insurance (Marriage Cert.-SSN's for Dependents)	R
25. _____	Dental information & enrollment sheet	DSA/ALL R
26. _____	Vision enrollment card (Family Only)	R
27. _____	Life Insurance Enrollment Card & Benefit Booklet	MGMT/ALL R
28. _____	Colonial Life Packet	R
29. _____	Notice of CFRA & FMLA (Family Leave)	R
30. _____	Credit Union Information/United Way	R
31. _____	Deferred Compensation Information (4 Brochures)	R
32. _____	S.D.I. Information (no Deputy Sheriff , Deputy Marshal or DA Investigator)	R
33. _____	SCEA/UPEC/PPOA/Trades & Crafts unit enrollment & information sheet	R
34. _____	Notice of Benefit (Group Health)	R
35. _____	Copy of job description	R/EH
36. _____	Management Benefits & Long Term Disability	MGMT/R
36. _____	Monitoring E-Mail Communications and Internet Access	R/EH

A. I acknowledge that I have received or reviewed, as noted, the above items.

B. I acknowledge that ***I did / did not*** (please circle one) see an introductory video which covered the following County policies: Drug Free Work Place; Sexual Harassment; Incompatible Employment; Electronic Assets; Elder and Child Abuse; Injury, Illness and Prevention; and Workers' Compensation and Doctor Designation.

Signature

Date

Signature - Representative from Personnel

Date

COUNTY OF SHASTA		Number
ADMINISTRATIVE MANUAL		7-125
SECTION:	Employment	Employee Orientation Policy
INITIAL ISSUE DATE:	May 23, 1995	
LATEST REVISION DATE:	July 13, 2012	
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PURPOSE

In order for new employees to better understand how Shasta County government functions, each new employee will be required to attend a County-wide orientation session. The purpose of the orientation is to inform employees about the mission, structure, history, and culture of the organization. The session will formally welcome each employee and give them an overview of the basic rules and procedures that govern their employment. To assist them in their new job, each employee will be provided with an employee handbook and encouraged to ask any questions. Such an orientation will give employees an appreciation of the County's contribution to the community and the critical programs that are vital to the health, safety, and well-being of the citizens of the community.

POLICY/PROCEDURE

All newly hired, full-time, permanent part-time, and long-term extra help employees shall attend the County-wide orientation program within 30 working days from the day they commence working for the County. Under extenuating circumstances, a department head may request that a new employee be scheduled beyond 30 days; however, appointments must be scheduled as soon as practicable, but not later than six months after hire.

The orientation session will be presented by Personnel staff who may be accompanied by a member of the Board of Supervisors, the County Executive Officer (CEO) the Director of Support Services, and/or other designated staff. The agenda for the program includes:

1. Distribution of Employee Handbook
2. Introduction and Overview of Session (County Administrative Office/Department of Support Services)
3. Welcome (County Administrative Office /Member of the Board of Supervisors)
4. History of County/County Government
5. Structure of County Government
6. County Policies and Procedures
7. Customer Service Philosophy
8. Questions and Answers
9. Critique

Personnel will update the agenda and program from time to time, as needed.

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SECTION:	Employment	Employee Orientation Policy
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RESPONSIBLE DEPARTMENTS

Board of Supervisors
County Administrative Office
Department of Support Services

REFERENCES

Administrative Update--07/13/2012
BOS Policy Resolution No. 2008-02--3/4/08 (Renumbered to 7-125 from 8-125; amended)
BOS Policy Resolution No. 2001-10--8/14/01 (Amended)
BOS Policy Resolution No. 98-6--12/29/98 (Amended)
BOS Policy Resolution No. 95-6--5/23/95

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ADMINISTRATIVE MANUAL		7-130
SECTION:	Employment	Employee Separation Processing
INITIAL ISSUE DATE:	February 7, 1995	
LATEST REVISION DATE:	March 30, 2018	
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PURPOSE

To establish a process to distribute materials to (and obtain information from) employees as they separate from County employment.

BACKGROUND

The County has obligations under various California and federal laws to provide specific information, especially about rights and benefits, to employees who separate from County employment. This information may vary depending whether the employee separates voluntarily or involuntarily. Additionally, the County needs to obtain certain information from these employees. Because the Payroll Office and Personnel Division are often unaware of an employee's separation until after the employee has already left County service, it must be the responsibility of the employee's department to ensure that these tasks are completed.

This policy will establish a formal process for a department to follow when an employee separates (or is terminated) from County employment.

POLICY/PROCEDURE

It is the responsibility of the agency or department head (or his or her designee) to assure that the attached Receipt Form - Employee Separation is utilized when employees separate from County employment. An interview must be scheduled with the employee to complete the required paperwork prior to the employee's separation. The department must follow the directions on the form, noting that some items do not apply to extra-help (EH) employees.

In an extraordinary situation (example: an employee leaves town due to a family emergency and later, mails a resignation letter to the department) the interview should be conducted over the phone and/or through the mail. The department must document all steps of such a separation process.

The directions on the Receipt Form - Employment Separation indicate which documents are to be given to the employee, and which are to be returned to Payroll or Personnel. After the department representative reviews the packet with the employee, the employee must sign the receipt form. The employee gets a photocopy of the receipt form and the original must be forwarded to Personnel.

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If applicable to the employee’s classification title, a Conflict of Interest Form will also be given to employees separating from County employment for completion (this is a requirement of the State of California and Shasta County). This form must be provided to the Clerk of the Board within 30 days of separation.

The receipt form may be updated by Personnel from time to time, as needed, without prior approval of the Board of Supervisors. The Clerk of the Board shall insert the modified receipt form into the online Administrative Manual.

Departments must request packets of exit materials, as needed, from Personnel.

RESPONSIBLE DEPARTMENTS

All Departments are responsible to conduct an exit interview with a separating employee.
Support Services – Personnel

REFERENCES

- Administrative Update—Personnel update Receipt Form—3/30/18
- Administrative Update--07/13/2012
- BOS Policy Resolution No. 2008-02--3/4/08 (Renumbered to 7-130 from 8-121; amended)
- BOS Policy Resolution No. 2001-10--8/14/01 (Amended)
- BOS Policy Resolution No. 98-6--12/29/98 (Amended)
- BOS Policy Resolution No. 95-2--2/7/95

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RECEIPT FORM – EMPLOYEE SEPARATION

Employee _____ **Name** _____ **Depart**

The department representative’s initial (or note “N/A” for “not applicable” in the space provided) will serve as substantiation that the County has met its legal obligations to provide information to a separating employee. “R” designates “Regular” and “EH” designates “Extra Help.” Please distribute items to the employee or return to the proper department as specified below.

After completion by the department, submit the following forms to Personnel through PAFs Online:

- | | |
|--|---|
| _____ Personnel Action Form [R/EH] | _____ Shasta County Separation Report [R/EH] |
| _____ Resignation Form (at employee’s option) [R] | _____ Deputy Revocation Oath Form and Policy [R/EH] |
| _____ Statement Concerning Employment Not Covered by Social Security [R to EH] | |

The following information and copies of notices and forms are to be given to the employee. An employee may choose to complete forms during exit interview or take for further consideration and return to Payroll at a later date.

- | | |
|---|---|
| _____ COBRA Continuation Coverage Election Forms and Notices – 3 forms [R] | _____ Notice to employee as to change in relationship (Notice to employee only upon his/her discharge, layoff, or leave of absence) [R/EH] |
| _____ Notice to Terminating employees – HIPP Program [R] | _____ Notice to Retirees regarding future work for the County in an Extra-Help capacity/enrollment in the Public Agency Retirement Services Alternate Retirement System (PARS) [R to EH] |
| _____ Inform employee that the medical insurance provider will send a Certification of Group Health Plan Coverage under the Health Insurance Portability and Accountability Act (HIPPA) to the home address on file with them [R] | _____ Brochure “For Your Benefit, California’s Programs for the Unemployed” [R/EH] |
| _____ Basic Life Insurance – and Life Insurance Conversion Information Request Form [R] | _____ Inform employee the W-2 will be sent in January to last known address (The employee may update address with Payroll as needed) [R/EH] |
| _____ Inform employee PERS will mail notice of options concerning retirement funds [R] | _____ Inform employee that if (s)he participated in any Deferred Compensation Program, (s)he must contact the provider about change in employment status within 60 days of termination [R/EH] |
| _____ Inform employee PARS will mail notice of options concerning retirement funds [EH] | |

Acknowledgment of Return of County Property [R/EH]

- | | |
|---|--|
| _____ Keys, Cardkeys, Parking Permit, I.D. Badge, etc. | _____ Conflict of Interest Form #700 (Notify Clerk of Board) – See Resolutions and Exhibits regarding Conflict of Interest Code for covered positions. |
| _____ Collect CalCard/ Inform Auditor-Controller to cancel per current process. | _____ Inform Fleet Management to cancel Fuel Card ID # |
| _____ Inform Information Technology to cancel computer access | _____ Other _____ |

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I acknowledge that I have received, returned, and/or reviewed, as noted, the above items.

Signature: _____ Date _____
(Separating Employee)

Name (Print): _____

Address: _____

Email Address: _____

COUNTY OF SHASTA		Number
ADMINISTRATIVE MANUAL		7-135
SECTION:	Employment	Labor Code Section 4850 Benefits
INITIAL ISSUE DATE:	February 13, 1990	
LATEST REVISION DATE:	July 13, 2012	
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PURPOSE

To establish a policy governing Labor Code section 4850 benefits. Labor Code section 4850 provides full salary for specified safety officers in lieu of temporary disability for up to one year.

POLICY

In the event that a safety officer who has an on-the-job injury/illness is released for limited duty by his/her treating physician, it shall be the policy of the County to offer modified duty to that officer when possible, even if it requires placing them in another division of the department (or other County department) based on the physician's restrictions (per federal and state laws related to work accommodations). In the event the employee refuses the offer of modified duty, eligibility for Labor Code section 4850 benefits will be suspended.

RESPONSIBLE DEPARTMENTS

Support Services -- Risk Management

REFERENCES

- Administrative Update--07/13/2012
- BOS Policy Resolution No. 2008-02--3/4/08 (Renumbered to 7-135 from 3-403; amended)
- BOS Policy Resolution No. 2001-1--8/14/01 (Amended)
- BOS Policy Resolution No. 8-7--5/27/86 (Valid)

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SECTION:	Employment	Procedures for the Conduct of Safety Member Disability Retirement Hearings
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PURPOSE

The purpose of this policy is to grant authority to the Director of Support Services or his or her designee, as the County’s Risk Manager, to act on behalf of the Board of Supervisors, with regard to the determination of disability or industrial disability retirement for safety members, and to describe the process related to the determination.

BACKGROUND

The County of Shasta is a contracting agency of the Public Employees Retirement System (PERS). PERS law requires that a contracting agency determine whether an employee of such agency, in employment in which he or she is classified as a local safety member, is disabled for the purposes of the Public Employees Retirement Law. In 1991, the Board of Supervisors delegated that authority to the Risk Manager. Since that time, the duties of Risk Manager have been incorporated into those of the Director of Support Services, and case law has further refined the due process and appeal processes related to such determinations.

POLICY

Authority is granted to the Director of Support Services or his or her designee, as the County’s Risk Manager, to act on behalf of the Board of Supervisors, with regard to the determination of disability or industrial disability retirement for safety members, and to implement all of the various process and procedures related to the determination.

A. Authority Granted to the Risk Manager:

1. The Risk Manager is authorized to make determinations regarding the Disability or Industrial Disability status of a local safety member for the purposes of retirement benefits and to notify the employee of the finding.
2. The Risk Manager is authorized to make applications to PERS on behalf of the County of Shasta for disability retirement or industrial disability retirement of local safety employees.

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3. The Risk Manager is authorized, upon application by or on behalf of a local safety member, to set a date for an appeal hearing on the determination of Disability Retirement or Industrial Disability Retirement before an Administrative Law Judge.
4. The Risk Manager is authorized to initiate and respond to requests for reinstatement of such employees who are retired for disability.

B. Determination of Disability Retirement or Industrial Disability Retirement for a Local Safety Officer in Response to Employee's application to the Public Employees Retirement System:

1. An initial determination will be made by the Risk Manager based on medical and other available evidence offered by either the employee or the County to determine whether the employee is incapacitated from the performance of duty in response to notice from PERS that the employee or employee's representative has filed an application for disability retirement or industrial disability retirement.
 - a. The Risk Manager may find that the employee is incapacitated, and the incapacity is industrial.
 - b. The Risk Manager may find that the employee is incapacitated, and the incapacity is non-industrial.
 - (1) If it is determined that the employee is incapacitated, and a dispute exists as to whether the cause of the disability is industrial, either party may petition the Workers' Compensation Appeals Board (WCAB) for a finding. Upon notice of the finding from the WCAB, the Risk Manager will notify PERS. PERS, according to its regulations, may convert the disability retirement to industrial disability retirement.
 - c. The Risk Manager may determine that the employee is not incapacitated from the performance of duty and so notify PERS.

C. The Risk Manager Is Authorized to Make Application on Behalf of the County of Shasta for Disability Retirement or Industrial Disability Retirement for Local Safety Employees:

1. An initial determination will be made by the Risk Manager based on medical and other available evidence offered by either the employee or the County to determine whether the employee is incapacitated from the performance of duty.

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2. The Risk Manager will notify the employee, in writing, prior to making the determination final.
 - a. The notice will include a statement that the County of Shasta intends to make an application for the employee to PERS for disability or industrial disability retirement and that the employee will be separated from County service.
 - b. The grounds for the action and a copy of the related materials upon which the proposed action is based will be provided to the employee. If the employee or the employee's representative has possession of the related materials (such as doctor's reports) a reference will be made to the appropriate section of the documents.
 - c. The employee will be noticed that he or she will have five calendar days (date to be stated in notice) to respond, either orally or in writing. The employee will have the right to be accompanied by a personal representative of the employee's choice during an oral response.
 - d. The Risk Manager will consider the written or oral response and make a final determination.
 - e. If no written or oral response is received, the Risk Manager will proceed to make a final determination.

D. Appeal of Determination of The Risk Manager by Local Safety Employee:

1. In all cases, the Risk Manager will notify the employee that he or she may, within 15 days after the notice is mailed, make a written request for an appeal hearing in accordance with the Administrative Procedures Act (APA).
 - a. If the employee requests an appeal hearing, the hearing shall be scheduled with an Administrative Law Judge (ALJ) pursuant to the APA.
 - b. The ALJ will conduct the hearing pursuant to the Administrative Procedures Act and submit a proposed decision to the Board of Supervisors within 30 days after the case is submitted to the ALJ. The proposed decisions that can be made by the ALJ are:

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- (1) The employee is not incapacitated physically or mentally from the performance of his/her present duties;
 - (2) The injury is industrially related and the employee is now incapacitated;
 - (3) The employee is incapacitated and the incapacity is not industrially related. If a dispute exists as to whether the cause of the disability is industrial, the WCAB will make that determination.
- c. Pursuant to the procedures set forth in the APA, the Board of Supervisors will review the proposed decision and may choose to adopt it, reject it, modify it, decide the matter itself on the record, or require additional evidence.
2. If the employee is found by the Board of Supervisors to be incapacitated, the Risk Manager shall so certify to PERS. The employee will be advised that he or she may seek reconsideration of the Board's decision and or judicial review pursuant to the procedures in the APA.

RESPONSIBLE DEPARTMENTS

Support Services -- Risk Management

REFERENCES

Administrative Update--07/13/2012
 BOS Policy Resolution No. 2008-02--3/4/08 (Renumbered to 7-140 from 3-405; amended)
 BOS Policy Resolution No. 2001-16--8/14/01
 BOS Policy Resolution No. 95-10--8/1/95 (Amended)
 BOS Policy Resolution No. 91-2 and 91-3
 BOS Policy Resolution No. 42--7/10/84 (Valid)

COUNTY OF SHASTA		Number
ADMINISTRATIVE MANUAL		7-145
SECTION:	Employment	Disability Retirement Procedures for Employees Who Are Not Safety Members
INITIAL ISSUE DATE:	September 16, 2003	
LATEST REVISION DATE:	July 13, 2012	
PAGE NO:	Page 1 of 5	

PURPOSE

The retirement system for employees of Shasta County is maintained by contract between the Board of Supervisors of Shasta County and the Board of Administration of the California Public Employees' Retirement System (CalPERS). One type of benefit provided by CalPERS is a disability retirement benefit.

Under the CalPERS system (Government Code §21152), a disability retirement application for a Shasta County employee may be made to CalPERS by either the employee or any person acting in his or her behalf, or by the Board of Supervisors of Shasta County or an official designated by the Board of Supervisors. An employee granted a disability retirement is separated from County service.

By adopting this policy, the Board of Supervisors of Shasta County authorizes the Director of Support Services, or the Director's designee, to make disability retirement applications to CalPERS for Shasta County employees.

This policy sets forth the circumstances under which the Director of Support Services, or the Director's designee, may make disability retirement applications to CalPERS for Shasta County employees. This policy does not apply to applications for disability retirement and/or industrial disability retirement for employees classified as local safety members under the CalPERS system as they are covered under Administrative Policy [7-140](#), *Procedures for the Conduct of Safety Member Disability Retirement Hearings*.

Nothing in this policy prohibits an employee or an employee's representative from making an application to CalPERS for a disability retirement on the employee's behalf at any time.

PROCEDURE

In those circumstances where a Shasta County employee or a person acting on the employee's behalf does not apply to CalPERS for a disability retirement, the Director of Support Services, or the Director's designee, will make a disability retirement application to CalPERS for the employee if the following requirements are met.

1. The employee is a member of the CalPERS system and has been credited with five years of service in that system; and

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2. The Director of Support Services, or the Director’s designee, reasonably believes the employee is incapacitated from the performance of his or her duties due to a disability, as defined under the CalPERS law and court decisions interpreting the CalPERS law.

The following procedure will be used in making a disability retirement application to CalPERS for a Shasta County employee who is not a local safety member under the CalPERS law.

1. Initial Recommendation by a designee (“Designee”) of the Director of Support Services

A Designee of the Director of Support Services will make the initial recommendation as to whether Shasta County will make a disability retirement application to CalPERS for an employee. The Designee may consult with the employee, the employee’s department head or other department manager, Risk Management, County Counsel, and/or others in making this recommendation. The Designee for the Initial Recommendation shall not serve as the Director of Support Service’s designee for making a final determination as stated in Item # 3 below.

Prior to making this recommendation, the Designee will first consider whether the employee has exhausted all FMLA/CFRA leave and/or any other statutory leaves, if the employee is qualified to receive such leaves.

Prior to making this recommendation, the Designee will also consider whether any reasonable accommodations exist, pursuant to the County’s Disabilities Nondiscrimination and Accommodation Policy, and/or if the employee has a disability as defined under the Americans with Disabilities Act, the California Fair Employment and Housing Act, or other governing law.

In making this recommendation, the Designee may request that the employee authorize his or her physician, or other physicians to provide information concerning the employee’s work limitations and potential accommodations that would reasonably address these limitations in the workplace. The Designee may also require the employee to report for a fitness-for-duty examination by a physician of the County’s choice at County’s expense, in accordance with all applicable laws pertaining to fitness-for-duty examinations.

2. Notice of Recommendation to Apply for Disability Retirement and Opportunity to Appeal to the Director of Support Services

When the Designee decides to recommend that Shasta County make a disability retirement application to CalPERS for an employee, the Designee will prepare a written notice to the

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employee of the proposed action. The notice will include:

- a. A statement that Shasta County intends to make a disability retirement application to CalPERS for the employee and, if CalPERS grants the employee a disability retirement, the employee will be separated from County service.
- b. A statement of the grounds and supporting facts for the proposed action.
- c. A copy of the materials, if any, upon which the proposed action is based.
- d. A statement that the employee has the opportunity to respond orally (referred to as a hearing) or in writing to the Director of Support Services, or the Director's designee, within five calendar days of receipt of the letter, or such later date as the letter may state, and the right to be accompanied by a personal representative of the employee's choice during any oral response.
- e. A statement that a decision on the matter will be made by the Director of Support Services, or the Director's designee, after the close of the response period if no request to make an oral response has been received.
- f. A statement that the final decision whether to grant a disability retirement will be made by CalPERS, not by the County, and that any appeal of the decision made by CalPERS will be governed by CalPERS law.

The notice will be served personally upon the employee during business hours. In the alternative, the notice may also be sent by certified mail to the employee's last known address. If delivery is refused, the letter must then be sent by first class mail and will be deemed received three working days after mailing. A copy of the notice will be sent to the Director of Support Services, or the Director's designee, and to the employee's department head.

3. Determination by the Director of Support Services

If no request for a hearing is received by the Director of Support Services, or the Director's designee, from the employee or the employee's personal representative within the response period set forth in the notice, the Director, or designee, will determine whether the County should make an application for a disability retirement to CalPERS for the employee based on the evidence then before the Director, or designee, including any written response submitted by the

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employee. If a hearing has been requested, the Director, or designee, will set a date for the hearing within a reasonable period of time.

During any hearing, the Director of Support Services, or the Director's designee, will explain any allegation if so requested by the employee, and the employee or the employee's representative may offer evidence in response to the proposed action. Formal rules of evidence or procedure will not apply in any hearing held under this section.

After the close of the hearing, the Director of Support Services, or the Director's designee, will make a determination based on all the evidence and will advise the employee by letter of that determination. The Director, or designee, may request that additional evidence be provided prior to making a final determination.

If the Director, or designee, determines that the County will make an application for a disability retirement to CalPERS for the employee, the Director, or designee, will advise the employee that the final disposition of the application and decision to award or deny disability retirement benefits lies solely with CalPERS, the County has no involvement in that decision, and any appeal of the decision made by CalPERS is governed by CalPERS law.

Upon making the application for a disability retirement to CalPERS for the employee, the Director, or designee, will provide a copy of that application to the employee within a reasonable time period after submitting the application.

The notice of the Director's, or designee's, determination and any subsequent disability retirement application will be served personally upon the employee during business hours. In the alternative, the notice will be sent by certified mail to the employee's last known address. If delivery is refused, the letter must then be sent by first class mail and will be deemed received three working days after mailing.

The final determination as to whether an employee (who is not a local safety member under the CalPERS law) is entitled to a disability retirement will be made by CalPERS and not by the County. Any appeal from the determination by CalPERS will be governed by CalPERS law.

4. Impact of Decision Made by CalPERS Concerning Application for Disability Retirement

Upon receipt of notice by the County that the employee has been added to the CalPERS retirement roll, the department will separate the employee from County service by completing the appropriate paperwork and submitting it to Personnel.

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Should the County receive notice that the employee is not granted a disability retirement by CalPERS, the County will give additional consideration as to whether reasonable accommodations could be made that would enable the employee to perform the essential functions of his or her job, or another vacant position within the County for which the employee qualifies as appropriate. This would typically be done by the County's ADA Coordinator, or designee, after interacting with the employee, employee representative (if applicable), and department management. If no reasonable accommodations are found that would enable the employee to continue working for the County at this point, the department will take appropriate actions to separate the employee from County service when authorized by law.

RESPONSIBLE DEPARTMENTS

Support Services--Personnel

REFERENCES

Administrative Update--07/13/2012
 BOS Policy Resolution No. 2011-08--9/13/11
 BOS Policy Resolution No. 2008-02--3/4/08 (Renumbered to 7-145 from 8-130; amended)
 BOS Policy Resolution No. 2003-2--9/16/03

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PURPOSE

To outline the role and responsibility of the Facilities Management Division of the Department of Public Works to maintain the buildings and grounds of Shasta County.

BACKGROUND

This policy clarifies the role, responsibility, and authority of Facilities Management, to maintain, modify, and in some cases, upgrade County-owned/leased facilities and property. This responsibility includes insuring that all work is done in a professional manner pursuant to State, federal, and local statutes and follows Countywide priorities. Finally, this policy is intended to clear up any misconception or misunderstanding departments may have about the management of County facilities.

POLICY

1. All County-owned facilities are the property of Shasta County. As such, they are subject to the acquisition, maintenance, and replacement determinations of the Board of Supervisors, or the Facilities Management Division, acting as the division with delegated authority to perform these functions. Departments which occupy owned facilities have no ownership or specific entitlement to those facilities, except for special or preferential use restrictions as may be required by grant terms or Board policy.
2. No structural, mechanical, electrical, or plumbing maintenance or modifications may be made to County-owned buildings without the express written authorization of the Department of Public Works. No County employee, individual private contractor, County inmate, work release participant, general assistance worker, or any other individual may modify any County building(s) or grounds without advance authorization from the Department of Public Works.
3. All requests for modifications or alterations of facilities shall be submitted to the Facilities Management Division at DT-150. Facilities Management will consult with the department to determine the scope of services requested. A Project Request Work Order (Exhibit A) will be prepared by Facilities Management for approval by the department. The Project Request Work Order is the authorization from the department to proceed and will include the estimated cost of the project. Facilities Management will provide cost estimates, mechanical and design assistance, and other technical support to departments which desire to modify or remodel their facilities. Departments which anticipate the need for such modifications should contact Facilities

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Management at least 60-90 days in advance. Facilities Management will then assign staff, authorize departmental staff, or contract for the work to be done. In case of **emergency**, Facilities Management staff is available by telephone. **Telephone: 339-8300; pager 229-7204.** The Director of Public Works may change these numbers when necessary and the Clerk of the Board may insert them into this policy without the need for prior Board approval.

4. Modifications up to \$45,000 will generally be performed by County staff. Wherever feasible, County inmates, general assistance staff, and/or work-release participants will be used to minimize the cost of such work. Facilities Management staff will coordinate with the Sheriff's Department for any County inmate assistance. Any physical modifications to County facilities in excess of \$45,000 generally require that the work be performed pursuant to a public works contract that is competitively bid in accordance with the provisions of the Public Contract Code. This will be coordinated and administered by the Special Projects Division of the Department of Public Works.
5. The costs of all routine maintenance, repairs, and improvements to County buildings will be paid for by the Facilities Management Division and reimbursed by the affected, or benefiting, departments. Journal entries will be prepared monthly and distributed to departments for their approval.
6. Any department that is found to have made modifications to County facilities without prior approval will be billed for the cost of the removal or modification of such work by Facilities Management as the Division deems appropriate.
7. Facilities Management will attempt to respond to the changing physical needs and space requirements of County departments. This will include modifying offices and responding to other needs. However, given the innate space configurations, HVAC requirements, and structural limitations of individual building, some requests to modify or reconfigure a building will be denied.
8. Facilities Management will be responsible for maintaining all buildings in a safe condition and assuring that their structural integrity is not compromised. This responsibility includes the repair of leaky roofs, faulty electrical wiring, inadequate plumbing, poor air quality, or other physical defects that might cause physical injury or illness to the occupants of the building. Facilities Management will also give priority to repairs that constitute safety hazards or are necessary to prevent permanent or long-term damage to a building.

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9. Any contract(s) for maintenance, repairs, or modifications of County buildings or grounds shall be initiated by Public Works. If such improvements are subject to the “capital projects” guidelines of the County, Facilities Management will notify the Special Projects Division of those needed improvements so that the required statutory guidelines are met for funding and managing such a project.
10. Occupants of facilities shall report suspected equipment problems or malfunctioning equipment in buildings to Facilities Management.
11. Facilities Management will provide operating departments with monthly reports listing the work that was done on the buildings they occupy. In addition, the Division shall conduct an annual survey of departments to obtain input on how to improve the services provided by the Division.

RESPONSIBLE DEPARTMENTS

Department of Public Works

REFERENCES

Administrative Update--07/13/2012
 BOS Policy Resolution No. 2012-03--2/7/12 (Amended)
 BOS Policy Resolution No. 2008-02--3/4/08 (Amended)
 BOS Policy Resolution No. 2007-2-- 4/24/07 (Amended)
 BOS Policy Resolution No. 2005-5--7/26/05 (Amended)
 BOS Policy Resolution No. 2004-4--7/27/04 (Amended)
 BOS Policy Resolution No. 98-6--12/19/98 (Amended)
 BOS Policy Resolution No. 94-9--10/18/94

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Exhibit A

**COUNTY OF SHASTA
DEPARTMENT OF PUBLIC WORKS
FACILITIES MANAGEMENT DIVISION**

PROJECT REQUEST

Date: _____

Description of work to be done: _____

Requesting Department _____

Charge Costs To: ORGKEY _____ ACCT # _____

Funds Certified and Job Estimate Approved By _____
(Authorized Signature - Requesting Department)

JOB ESTIMATE

	AMOUNT
Labor	\$ _____
Equipment	_____
Materials	_____
Contract Award	_____
Contract Administration	_____
TOTAL	\$ _____

Estimated By _____ Estimated Completion Date _____

DPW OFFICE USE ONLY

Funds Availability Certificated _____
DPW Fiscal Officer

Project Approved _____
County Executive Officer

Project Approved _____
Director/Deputy Director

Project Number _____

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PURPOSE

To establish and update policies, procedures, and authority for an effective fleet management program. This program is an established Internal Service Fund (ISF), comprised of three components: a Vehicle Replacement Program; a Fuel Billing Program; and a Vehicle Maintenance and Repair Program, which has as its source of funding fees charged to departments.

This policy establishes specific requirements and guidelines for operation of the County's fleet management program. The mission of the fleet management program, a division of the Public Works Department, is to provide Shasta County employees with safe, reliable, and economical vehicles for County business purposes by maintaining, repairing, replacing, and supporting the County fleet in a professional, cost-effective, and responsible manner.

POLICY

Definitions:

County Vehicles-All vehicles, no matter the funding source utilized to procure the vehicle, for which the County, and its dependent entities (such as County Service Areas [CSA]’s), holds the vehicle title. This includes boats, trailers, and other specialized vehicles utilized by County departments in performing County business.

County Fleet-All vehicles included in the Fleet Management ISF. For purposes of clarification, the Fleet Management ISF does not include heavy equipment or specialized vehicles utilized by the Public Works Department, the Shasta County Fire Department, the Air Quality Management District (AQMD), and the Sheriff’s Office boats and boat trailers, and certain Sheriff’s Office specialized vehicles.

Replacement Fund-Except as otherwise identified as exempt under this policy, County Fleet will be included in the Fleet Management Replacement Fund, which is part of the Vehicle Replacement Program. To cover the cost of replacing a vehicle, County Fleet included in the Replacement Fund are assessed a monthly charge based on maintenance type or class. Exempt vehicles are those purchased for use by the Health and Human Services Agency branches of Regional Services, Adult Services, Children Services, and Business and Support Services. Also exempt are vehicles purchased for use by the Air Quality Management District, Public Works, Shasta County Fire, and Child Support Services. Also exempt are Sheriff’s Office vehicles purchased with asset seizure and forfeiture funds, donated vehicles, and other vehicles that may be purchased by federal or special (i.e., grant) funds.

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- A. The Department of Public Works shall be responsible for the County’s fleet management program including:
1. Selecting vendors who supply parts, services, supplies, and enhancements for County Vehicles utilizing appropriate County procurement policies;
 2. Reviewing and approving, if appropriate, invoices for parts, services, supplies, and enhancements that are processed directly by departments prior to submitting the claim for payment to the Auditor-Controller;
 3. Maintaining all vehicle warranties;
 4. Maximizing the efficiency of all vehicles by assigning them to departments where they will receive optimal use;
 5. Administering and overseeing the Vehicle Replacement Program, Vehicle Maintenance & Repair Program, and funds associated with those programs;
 6. Working closely with the Support Services Department-Purchasing Unit (Purchasing), and affected departments to determine appropriate vehicles for purchase by the County;
 7. Determining the appropriate maintenance schedule for each vehicle; and
 8. Ensuring that no vehicle leaves the Fleet Management facility, at any time, in an unsafe condition.
- B. The Auditor-Controller shall be responsible for administering and overseeing the Fuel Billing Program and the safekeeping of registration (title) documents for all County vehicles.
- C. To accomplish these responsibilities, the following procedures are to be followed:
1. County Fleet, other than those that are exempt as identified under the Replacement Fund definition above, will be part of the Replacement Fund. The determination of whether a proposed vehicle falls under the Replacement Fund program will be made jointly by the affected department and Fleet Management. In the event of a dispute, the final decision will be made by the County Executive Officer, or designee.
 2. All County Vehicles will be registered to and owned by Shasta County.

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3. Fleet Management will use the Replacement Fund to fund the replacement of eligible vehicles that have the highest replacement priority in the interest of promoting the safety and efficiency of the entire County Fleet. If a department that participates in the Replacement Fund has a business need to purchase a replacement vehicle before it is fully funded in the Replacement Fund, then the department will consult with Fleet Management in choosing an option such as extending the useful life of a vehicle, continuing monthly Replacement Fund payments, making one-time lump-sum payments, lengthening the period between the surplus of the vehicle and purchasing of its replacement, making permanent reductions of the County Fleet, and/or other options to ensure that funding is available for the purchase of priority vehicles. In consultation with departments that pay in to the Replacement Fund, Fleet Management will establish expected annual mileage guidelines which will serve as the basis of the subsequent replacement period. Use of the vehicle beyond the guidelines may result in additional charges to the department.
4. Excluding costs and associated payments for repairs of vehicle damage covered under Administrative Policy [3-150](#), all monthly maintenance, repair, replacement and Replacement Fund charges will be established by using vehicle type and class, inflation factors, and historical operating costs. Reconciliation of charges will be processed at least annually, in accordance with the requirements of the State Controller and the County Auditor-Controller. Notwithstanding the foregoing, Fleet Management retains the discretion to bill any department directly for the costs and associated payments for maintenance, repair, and replacement of a County vehicle used by that department.
5. The Auditor-Controller will maintain a centralized Fuel Billing Program that includes charges to department for fuel bills, administration of fuel contracts, and reconciliation of the centralized fuel billing.
6. All appropriate monthly charges to departments, which are based on maintenance and repair costs and the Replacement Fund program, as well as Fleet Management administration costs, will be assessed and charged to departments by the Fleet Management Internal Service Fund, and costs shall be charged to appropriate Fleet Management and/or department's accounts and cost centers (budget units), along with appropriate insurance reimbursements/settlements, surplus vehicle revenues, and appropriate allocated interest revenue, in order to maximize the revenue available to purchase new vehicles, replacement vehicles, and to fund the repair and maintenance of existing vehicles in the County Fleet.

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7. All County Vehicle purchases will be made by Purchasing after consultation with the affected departments and Fleet Management.
8. A department may provide a description of its business needs and the general preferred vehicle specifications regarding the purchase of a new or replacement vehicle. However, the final vehicle specifications shall be determined by Fleet Management subject to the County's purchasing policies. The County has established the following general guidelines:
 - a. Only neutral colors will be specified when purchasing vehicles.
 - b. Whenever possible, used vehicles will be evaluated for purchase instead of purchasing new vehicles, provided the mileage is reasonable as determined by Fleet Management, based upon the current used vehicle market, and provided the used vehicles are in sound mechanical condition.
 - c. All vehicles will be bid using generic specifications. The only exception to this guideline would be if the department can demonstrate a specific business need to perform a specific task that is essential to the mission of that department or if there are safety needs that must be met, including the concept of the necessity to have a variety of undetectable undercover vehicles in various law enforcement divisions.
 - d. All vehicle specifications will be issued by Purchasing with at least a three-week turn around to allow interested car dealers adequate time to bid.
 - e. The County will purchase any brand of vehicle, provided it meets identified business needs.
 - f. Fleet Management, in consultation with Purchasing, will evaluate all bids to determine which bid meets stated specifications at the lowest price.
9. Registration (title) documents will be submitted to the Auditor-Controller for safekeeping as soon as received. The Auditor-Controller will verify that vehicles are correctly reflected in the County financial system, and make registration (title) documents available to Fleet Management as needed.

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10. The following guidelines will be considered in determining when a vehicle is eligible for replacement.

VEHICLE CLASS OR CATEGORY #	YEARS IN SERVICE	MILEAGE	REPAIR COST
01 - Patrol Sedans	3 years	125,000 or more depending upon vehicle's condition and/or status of payment schedule and funds available in replacement fund	50% of Vehicle Value
02 - Sheriff Vehicles (non- patrol)	7 years	125,000 or more depending upon vehicle's condition and/or status of payment schedule and funds available in replacement fund	50% of Vehicle Value
03-06 - Sheriff Vehicles (non- patrol)	5 years	125,000 or more depending upon vehicle's condition and/or status of payment schedule and funds available in replacement fund	50% of Vehicle Value
07 - Sheriff Vehicles (patrol)	5 years	125,000 or more depending upon vehicle's condition and/or status of payment schedule and funds available in replacement fund	50% of Vehicle Value
08 - Sheriff Vehicle (Jail Transport)	10 years	125,000 or more depending upon vehicle's condition and/or status of payment schedule and funds available in replacement fund	50% of Vehicle Value
09 - 2 & 4 Wheel Drive Pickup - Heavy Usage	5 years	125,000 or more depending upon vehicle's condition and/or status of payment schedule and funds available in replacement fund	50% of Vehicle Value
10 - Pursuit - Non Sheriff (caged)	10 years	125,000 or more depending upon vehicle's condition and/or status of payment schedule and funds available in replacement fund	50% of Vehicle Value
11 - Subcompact	10 years	125,000 or more depending upon vehicle's condition and/or status of payment schedule and funds available in replacement fund	50% of Vehicle Value
12 - Compact Sedan	10 years	125,000 or more depending upon vehicle's condition and/or status of payment schedule and funds available in replacement fund	50% of Vehicle Value
13- Full Size Sedan	10 years	125,000 or more depending upon vehicle's condition and/or status of payment schedule and funds available in replacement fund	50% of Vehicle Value
14- Vans	10 years	125,000 or more depending upon vehicle's condition and/or status of payment schedule and funds available in replacement fund	50% of Vehicle Value
15 - Compact Pickups	10 years	125,000 or more depending upon vehicle's condition and/or status of payment schedule and funds available in replacement fund	50% of Vehicle Value

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VEHICLE CLASS OR CATEGORY #	YEARS IN SERVICE	MILEAGE	REPAIR COST
17-18 - Full Size Pickups	10 years	125,000 or more depending upon vehicle's condition and/or status of payment schedule and funds available in replacement fund	50% of Vehicle Value
20-21 - Full Size Pickups (4WD, 3/4 ton)	10 years	125,000 or more depending upon vehicle's condition and/or status of payment schedule and funds available in replacement fund	50% of Vehicle Value
22 - Fuel/Elec Vehicles	10 years	125,000 or more depending upon vehicle's condition and/or status of payment schedule and funds available in replacement fund	50% of Vehicle Value
23 - Custom Utility Beds	10 years	125,000 or more depending upon vehicle's condition and/or status of payment schedule and funds available in replacement fund	50% of Vehicle Value
24 - Fuel/Elec 4x4	10 years	125,000 or more depending upon vehicle's condition and/or status of payment schedule and funds available in replacement fund	50% of Vehicle Value

In addition to the criteria listed above, vehicles which are used frequently but incur very few miles, i.e., maintenance vehicles and specialty vehicles, the above replacement criteria may be exceeded provided the vehicle remains in safe condition and it is economical to operate. Fleet Management will review such vehicle utilization annually and meet with departments to review their vehicle utilization and adopt a vehicle replacement plan for vehicles projected to exceed the replacement criteria.

11. No County Fleet vehicle will be serviced, repaired, purchased, or replaced without Fleet Management approval.
12. Any County Fleet vehicle that shows evidence of body or physical damage shall be identified and repaired or surplussed, as necessary, under the direction of the Fleet Management Supervisor. Reimbursement for such repairs, damage, or surplus shall be provided pursuant to Policy [3-105](#) and Policy [3-150](#) of the Shasta County Administrative Manual. Any vehicle with damage that exceeds the wholesale value of the vehicle will be surplussed. At the time of repair and/or replacement, it will be necessary to evaluate the amount of Replacement Funds paid by the department and any relevant insurance reimbursement/settlement payment. Those amounts will be compared to the price of the appropriate replacement vehicle prior to proceeding with the purchase. If funds from those two sources are not sufficient to fund the replacement of a like vehicle, Fleet Management will contact the affected department to discuss other options. Such options may include, but are not limited to, choosing a less expensive vehicle, making continued payments for

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the destroyed vehicle in addition to payments for the replacement vehicle, and/or taking other steps to meet the goal of mitigating a negative impact on the Replacement Fund and the business needs of the department.

13. The Fleet Management Supervisor is responsible for determining if a County Fleet vehicle is unsafe to operate. Once such a determination is made, the Fleet Management Supervisor has authority to immediately remove the County Fleet vehicle from service and prohibit it from returning to service until such time as the County Fleet vehicle is brought up to minimum safety standards.
14. No smoking is authorized in any County Vehicle. County Vehicles with evidence of smoke shall be cleaned, the appropriate department head will be notified, and the cost for such cleaning will be billed directly to the department.
15. When a department requires a vehicle to perform County business and a County Vehicle is not available for use, or if business is being performed out of the area and requires a vehicle to be picked up at a location outside of the County, a department may secure the use of a rental vehicle from a vendor that has a contract with the County to provide such rental vehicles. Departments may rent vehicles directly through a County-approved rental agency. Additional policies and procedures related to the use of rental vehicles for County business may be found at County Administrative Policy [6-101](#), section 5.6.2 (The Contracts Manual), and Chapters 20 and 33 of the Shasta County Personnel Rules.
16. Fleet Management shall review each department's annual vehicle usage and cost and shall have authority to transfer vehicles included in the County Fleet from one department to another in consultation with the affected departments in order to ensure the maximum efficiency of the County Fleet. Vehicles may also be transferred between departments when a department deems a vehicle no longer needed, however useful life remains and vehicle can be utilized by another department. The inter-department vehicle transfer process is as follows:
 - a. Fleet Management will use the average “auction price” to determine the value of a particular vehicle at the time of transfer. This price is also referred to as the “transfer price.” The industry standard for auction prices is normally 60 percent of the low Kelley Blue Book value. It is a basic rule under generally accepted accounting principles that the value of a capital asset cannot change so long as it remains within the same financial reporting entity.

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- b. If the transfer price, as approved by Fleet is different from the current budgeted value (cost less accumulated depreciation), a cash transfer is required. Determination of a cash transfer is dependent upon the difference between the transfer price and the current budgeted value listed in the County's capital asset system. Once the transfer is agreed upon between the Fleet Management and the affected department head(s), or their designee(s), the department acquiring the capital asset will prepare the journal entry to transfer the cash to the department transferring the asset. The Auditor-Controller will process the budget amendments and journal entries and will transfer the capital assets between the departments. Fleet Management may suspend vehicle transfers between departments if the transfers will have a negative impact on the Replacement Fund program.
 - c. When capital asset vehicles acquired with grant funds are no longer needed for County use, are beyond their useful life, or are sold or are no longer used in a state/federally sponsored program or for purposes authorized by the grantor agency, the agency's equity in the capital asset will be refunded to the grantor agency pursuant to state or federal guidelines in the same proportion as the original state and/or federal funding.
 - d. The Board of Supervisors authorizes the additional transfer of cash for the difference between 60 percent of Kelley Blue Book value and the current budgeted value of the capital asset (cost less accumulated depreciation). The Auditor-Controller will prepare and process the appropriate budget amendment, journal entries, cash transfer if applicable, and offsetting entries for the transfer of the capital asset and recording of accumulated depreciation, capital assets, contributed capital, etc. as necessary.
 - e. For actual accounting and budget procedures, see the Auditor-Controller Accounting Procedure Manual.
17. The Board of Supervisors has authorized Purchasing to surplus County vehicles (replacement and non-replacement). Purchasing will consult with Fleet Management prior to accepting a vehicle for surplus. Absent authorization from the Board of Supervisors, there is no other authority to dispose of a replacement or non-replacement vehicle. Any variation from this policy requires specific Board approval.

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18. The overall County Fleet size shall not be controlled by the Board of Supervisors through the annual County budget process or by specific Board of Supervisors action.

RESPONSIBLE DEPARTMENTS

Public Works Department - Fleet Management
 Support Services Department - Purchasing and Risk Management
 Auditor-Controller

REFERENCES

BOS Policy Resolution No. 2018-02—9/18/18 (Amended)
 BOS Policy Resolution No. 2013-03--4/16/13 (Amended) (effective 7/1/13)
 Administrative Update--03/12/13
 Administrative Update--07/13/12
 BOS Policy Resolution No. 2010-05--6/8/10 (Amended)
 BOS Policy Resolution No. 2008-2--3/4/08 (Amended)
 BOS Policy Resolution No. 2004-2--4/6/04 (Amended)
 BOS Policy Resolution No. 2001-9--6/26/01 (Amends fleet size)
 BOS Policy Resolution No. 2001-1--1/23/01 (Amended)
 BOS Policy Resolution No. 98-4--11/24/98 (Amended)
 BOS Policy Resolution No. 98-2--6/16/98 (Amended)
 BOS Policy Resolution No. 95-7--6/20/95 (Amended)
 BOS Policy Resolution No. 94-5--6/7/94 (Amended)
 BOS Policy Resolution No. 93-5--6/1/93 (Amended)
 BOS Policy Resolution No. 91-7--10/15/91 (Amended)
 BOS Policy Resolution No. 89-104--5/23/89

COUNTY OF SHASTA		Number
ADMINISTRATIVE MANUAL		8-205
SECTION:	Miscellaneous	Art Displays in County Buildings
INITIAL ISSUE DATE:	February 13, 1990	
LATEST REVISION DATE:	July 13, 2012	
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PURPOSE

To outline the policy regarding art displays in the public areas of County-owned or leased buildings.

Any work of art displayed in a public area of any County building may not be detrimental to the image, dignity, or decorum of County government, or otherwise adversely impact the efficient operations of County government. This determination shall be made by the County Executive Officer.

COUNTY-OWNED ART

The County Executive Officer may authorize any department to purchase artwork to be permanently displayed in the public areas of County buildings. No department shall purchase or display such art without the prior approval of the County Executive Officer.

The department that purchases the artwork will promptly provide the Risk Management Division a description of each piece and its purchase price for property insurance purposes.

ART NOT OWNED BY THE COUNTY

The County Executive Officer may authorize the display of artwork not owned by the County in the public areas of any County building, provided that an indemnity agreement drafted or approved by County Counsel has been signed by the artist, gallery owner, or other person owning or possessing the artwork, and the agreement indemnifies the County for any loss or destruction of or damage to the artwork. The cost of installation or set-up and any necessary care or maintenance will be borne by the owner of possessor of the artwork. Art displayed in any County building may not indicate that it is offered for sale.

The total value of such artwork not owned by the County that may be possessed or displayed at any one time shall not exceed \$25,000.

The manager of the Intermountain Fair, with the approval of the County Executive Officer, may authorize the display of art in the art building at the fairgrounds provided that an indemnity agreement or waiver of liability drafted or approved by County Counsel has been signed by the artist, gallery owner, or other person owning or possessing the artwork.

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Artwork by minors may be displayed in the public areas of any County building upon the prior approval of the County Executive Officer without the need for an indemnity agreement or waiver, except when the County Executive Officer determines that an indemnity agreement or waiver is necessary to protect the County from loss.

RESPONSIBLE DEPARTMENTS

County Administrative Office
County Counsel
Support Services -- Risk Management

REFERENCES

Administrative Update--07/13/2012
BOS Policy Resolution No. 2011-04--5/10/11 (Amended)
BOS Policy Resolution No. 2004-4--7/27/04 (Amended)
BOS Policy Resolution 2001-10--8/14/01 (Amended)
BOS Policy Resolution 97-1--5/20/97 (Amended)
BOS Policy Resolution 90-2 --2/13/90
BOS Policy Resolution #1-8--7/20/80 (Amended)
BOS Policy Resolution-7/10/67 amended 6/30/80 (Superseded)

Exhibit A

COUNTY OF SHASTA		Number
ADMINISTRATIVE MANUAL		8-300
SECTION:	Miscellaneous	Facility Naming Policy
INITIAL ISSUE DATE:	February 23, 2021	
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PURPOSE

Many individuals have made significant contributions to the citizens of the County of Shasta through their work, their civic involvement, or through their monetary or other donations to the County. It has been the County's policy to recognize and honor such contributions when appropriate to do so. One method of recognizing significant contributions to the County is through the naming of County facilities in honor of the individual for his or her contribution.

It is the intent of the Board of Supervisors that the naming of a County facility only occurs in exceptional circumstances, taking into account the time period over which any contribution is made, the number of people affected by the contribution, and the extent to which the County's population has been affected to the better by the actions of the individual proposed for recognition.

APPLICABILITY

For purposes of this policy, "facilities" shall include substantial structures, open spaces, or natural features, including, but not limited to, buildings, wings of buildings, indoor or outdoor auditoriums, gardens, parks, tree groves, plazas and trails, but shall not include small meeting rooms, park benches, or similar small structures.

NOMINATIONS

Nominations for recognition by the naming of a facility may be made by any member of the Board of Supervisors, any County officer or employee, or any member of the public, referring the nomination to the County Executive Officer. All nominations shall be made to the County Executive Officer on an application form created by the County Executive Officer. The County Executive Officer shall conduct such review as the County Executive Officer deems necessary, and shall make a recommendation to the Board. Any such recommendation shall be to approve the application to name the requested facility, to deny the application, or to honor the individual in some other way.

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CRITERIA

In order to be considered for recognition by the naming of a facility, the individual must have made a significant contribution to public service or the betterment of Shasta County, through service as an employee of a governmental organization or non-governmental organization, through service as a volunteer, or through a significant monetary contribution or dedication of property to the County.

Particular consideration should be given to the following:

- a. The period of time over which the individual made a significant contribution;
- b. The number of people that were directly or indirectly impacted by the contribution;
- c. The extent to which the actions of the individual bettered the lives of those impacted by the contribution.

Recognition by naming shall be limited to the naming of a single facility, except in extraordinary circumstances, in which case such recognition may be extended to a collection of facilities.

ELIGIBILITY

No person serving in a County-elected or appointed office or serving as a County employee may be eligible for nomination during such service or for a period of one (1) year after termination of such service. A nomination of a deceased individual, including a County-elected or appointed official or a County employee, may be considered by the Board of Supervisors no sooner than one (1) year after the individual's death.

RESPONSIBLE DEPARTMENTS

County Administrative Office

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REFERENCES

BOS Policy Resolution No. _____

COUNTY OF SHASTA ADMINISTRATIVE MANUAL		Attachment A
		8-400
SECTION:	Miscellaneous	Health Insurance Portability and Accountability Act of 1996 (HIPAA) Privacy and Security Policy for Shasta County's Designation as a Hybrid Entity
INITIAL ISSUE DATE:	June 29, 2004	
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PURPOSE

WHEREAS, Shasta County is committed to protecting the privacy of individual health information, in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (Public Law 104-191), the Health Information Technology for Economic and Clinical Health Act (HITECH), and the implementing regulations promulgated by the federal Department of Health and Human Services (45 Code of Federal Regulation (CFR) Parts 160 and 164), including the standards for the privacy and security of individually identifiable health information, and the rules related to breach notification. All laws, rules and regulations referenced in this paragraph shall together herein after be referred to as “Regulations” for the purposes of this policy.

WHEREAS, HIPAA imposes privacy requirements on Covered Entities (defined below).

WHEREAS, Shasta County is a Covered Entity that is a single legal entity and conducts both Covered and Non-Covered Functions under the Regulations.

WHEREAS, the Regulations permit a Covered Entity to designate itself as a Hybrid Entity when it performs both Covered and non-Covered Functions and to designate Health Care Components, which must comply with the Regulations.

WHEREAS, a Hybrid Entity limits the Covered Entity’s potential liability by requiring only those departments designated as Health Care Components to comply with the Regulations.

WHEREAS, Shasta County is committed to ensuring the confidentiality, integrity, and availability of all Protected Health Information (PHI) that designated Health Care Components of the County create, receive, maintain, or transmit in compliance with the Regulations.

This administrative policy is adopted in order to designate the County as a Hybrid Entity, to designate the specific Health Care Components of the County Hybrid Entity, and to implement the policies and procedures required by the Regulations, including the Privacy Rule, the Security Rule, and the Breach Notification Rule. This administrative policy applies to protected health information (PHI) and electronic protected health information (ePHI) created, received, maintained, or transmitted by the designated Health Care Components of the County in compliance with the Regulations. This policy is also established to protect against any reasonably anticipated uses or disclosures of PHI and ePHI not permitted or required by the Privacy Rule, and to ensure compliance of the workforce of the County’s designated Health Care Components with the Security Rule. The Privacy Rule and the Security Rule shall hereinafter be collectively referred to as the “Regulations.”

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DEFINITIONS

The definitions of terms set forth in the Regulations are adopted and incorporated herein by reference as if fully set forth.

Business Associate - A person or entity that performs a function on behalf of a Covered Entity or assists a Covered Entity with a function or activity involving the use or disclosure of PHI.

Business Associate Agreement (BAA) - A contract between a HIPAA covered entity and a HIPAA business associate which protects PHI in accordance with the Regulations.

Covered Entity - A health plan, a health care clearinghouse, or a health care provider that transmits any health information in electronic form within the scope of HIPAA.

Covered Functions - Those functions of a Covered Entity which make it a health plan, health care provider or health care clearinghouse.

Electronic Protected Health Information (ePHI) - Protected health information created or received by a Covered Entity that is transmitted by electronic media or maintained by electronic media.

Health Care Component - A component or combination of components of a Hybrid Entity designated by the Covered Entity, including any component that would meet the definition of a Covered Entity if it were a separate legal entity.

Hybrid Entity - A single legal entity that is a Covered Entity whose business functions include Covered and Non-covered Functions as defined by the Regulations. The entity must designate Health Care Components and document the designation in accordance with the Regulations.

Non-covered Functions - Those functions performed by components of a Hybrid Entity that are not subject to HIPAA requirements.

Protected Health Information (PHI) - Individually identifiable health information collected from an individual that is created or received by a Covered Entity. PHI encompasses information that identifies an individual and relates to the past, present or future physical or mental health of an individual, the provision of health care to an individual, or payment for the provision of health care to the individual.

PROCEDURE FOR HYBRID ENTITY DESIGNATION

Shasta County hereby designates itself as a Hybrid Entity pursuant to the Regulations, as it conducts business activities which include Covered Functions and non-Covered Functions, and also designates

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the Health Care Components of the Shasta County Hybrid Entity on the “Shasta County Designated Health Care Components List” (List), attached hereto as Attachment A. The components listed with a “Yes” in the “HIPAA Component?” column on the List are hereby designated as Health Care Components of the Shasta County Hybrid Entity. All other departments, organizations or functions of Shasta County that do not engage in Covered Functions and are identified by a “No” in the “HIPAA Component?” column on the List are considered Non-covered Functions of the Shasta County Hybrid Entity.

The Privacy Officer shall update the County’s designated Health Care Components at least annually and shall document such updates in the List. The updated List shall be provided to, and the Privacy Officer shall seek review and guidance from, the County Counsel, the County Executive Officer, the Chief Information Officer, the County’s HIPAA Security Officer, and each affected Department Head (“Department Head” includes an agency director, a branch director, and an assistant or deputy agency or Department Head) of each designated Health Care Component. The designated Health Care Components shall not disclose PHI or ePHI to the Non-covered Components of the County, unless the Regulations would permit such disclosures to a separate legal entity. It is the responsibility of the Department Head of each designated Health Care Component to assure their workforce complies with this administrative policy. The Department Head of a designated Health Care Component shall adopt additional departmental policies and procedures to comply with the Regulations and more stringent state and federal laws regarding protecting the privacy and security of PHI and ePHI.

BACKGROUND ON COMPLIANCE WITH REGULATIONS

County departments designated as Health Care Components shall comply with the Regulations. They shall also comply with California laws and regulations pertaining to the use and disclosure of PHI, ePHI, and medical information, unless such State laws and regulations are preempted by the Regulations.

PROCEDURE FOR COMPLIANCE

1. County HIPAA Privacy Officer

The County HIPAA Privacy Officer (Privacy Officer) is the County Executive Officer or their designee. The Privacy Officer shall be deemed the “privacy official” for the purposes of the Regulations. The Privacy Officer shall periodically review compliance by the County designated Health Care Components with this administrative policy and report non-compliance to the County Executive Officer.

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2. County HIPAA Security Officer

The County HIPAA Security Officer (Security Officer) is the County Executive Officer or their designee. The Security Officer shall be deemed the “security official” for the purposes of the Regulations.

3. Preemption Analysis

There are situations when California law may be more “stringent” with regard to privacy than the Regulations. When a designated Health Care Component requires a preemption analysis to determine whether the Regulations or State law is more stringent, the matter shall be brought to the Privacy Officer and County Counsel for a determination.

4. Health Care Components

Shasta’s County’s Designated Health Care Components shall not disclose PHI or ePHI to a Non-covered Component of the Covered Entity in circumstances in which the Regulations would prohibit such disclosure if the Health Care Component and the other component were separate and distinct legal entities.

Shasta County’s designated Health Care Components shall safeguard PHI or ePHI from Non-covered Components of the Covered Entity to the same extent that it would be required under the Regulations to safeguard such information if the Health Care Component and the other component were separate and distinct legal entities.

If a person performs duties for both the Health Care Component in the capacity of a member of the workforce of such component and for a Non-covered Component of the entity in the same capacity with respect to that component, such workforce member must not use or disclose PHI created or received in the course of, or incident to, the member's work for the Health Care Component in a way prohibited by the Regulations.

5. Records Retention

Designated Health Care Components must retain the following documentation for six years from the date of its creation or the date it was last in effect (whichever is later):

- (a) Privacy Policies and Procedures: Any privacy policy or procedural documentation, including Notice of Privacy Practices, authorizations, and other standard forms.

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- (b) Security Policies, Procedures, and Documents: Any security policies and procedures, disaster recovery and contingency plans, IT security system reviews (including new procedures or technologies implemented), logs recording access to and updating of PHI, physical security maintenance records, security risk assessments, and related documentation.
- (c) Patient Requests: Patient requests for access, amendment, or accounting of disclosures.
- (d) Complaints: The handling of any individual's complaints.
- (e) Workforce Training: The processes for and content of workforce training and security reminders, including who received training.
- (f) Breach Policies and Procedures: Any breach notification policy or procedure, security incident response policy or procedure, forensic analysis, risk analysis of impermissible uses and disclosures of ePHI and security incidents, breach notifications and related documentation.
- (g) Business Associate and Data Use Agreements: All Business Associate Agreements and Limited Data Use Agreements.
- (h) Accounting of Disclosures: All information necessary to provide an Accounting of Disclosures provided in response to patient requests and all Accounting of Disclosures provided to patients.

If State law requires longer retention periods, then those requirements control. Designated Health Care Components shall include these requirements in their Board-approved Records Retention resolution.

6. Business Associates

All persons or entities that contract as a Business Associate of a designated Health Care Component of the County shall be bound by HIPAA language contained in any new contract or amended contract signed after April 14, 2003, as required by the Regulations. The addendum is attachment D to Administrative Policy 6-101, *Shasta County Contracts Manual*. Sanctions

A violation of this Administrative Policy and/or the Regulations shall be grounds for discipline, as provided for in the Shasta County Personnel Manual and any applicable Memorandum of Understanding.

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7. Subpoenas

Any designated Health Care Component that receives a subpoena for PHI or ePHI shall immediately submit a copy of the subpoena and any documentation related thereto to the office of County Counsel.

RESPONSIBLE DEPARTMENTS/PERSONS

County Administrative Office (CAO)
Office of County Counsel
Health and Human Services Agency
Shasta County Privacy Officer and Security Officer – Duty Statement Available from CAO
Departments and Agencies in Shasta County Designated Health Care Components List (List)

REFERENCES

BOS Policy Resolution No. 2019-01 – 6/18/19 (Amended)
BOS Policy Resolution No. 2012-07--11/13/12 (Amended)
Administrative Update--07/13/2012
BOS Policy Resolution No. 2009-03--5/12/09 (Amended)
BOS Policy Resolution No. 2008-02--3/4/08 (Amended)
BOS Policy Resolution No. 2007-2--4/24/07 (Amended)
BOS Policy Resolution No. 2006-4--8/22/06 (Amended)
BOS Policy Resolution No. 2005-2--4/19/05 (Amended)
BOS Policy Resolution No. 2004-3--6/29/04

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ADMINISTRATIVE MANUAL		8-500
SECTION:	Miscellaneous	Identity Theft “Red Flags” Policy
INITIAL ISSUE DATE:	April 21, 2009	
LATEST REVISION DATE:	July 13, 2012	
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PURPOSE

To comply with the Fair and Accurate Credit Transactions (FACT) Act regulations by implementing an identity theft prevention program designed to identify, detect, and respond to patterns, practices, or specific activities that could indicate that identity theft has taken place in connection with covered accounts offered or maintained by the County of Shasta.

BACKGROUND

Pursuant to the Federal Trade Commission's Red Flags Regulation, this policy implements Section 114 of the Fair and Accurate Credit Transactions (FACT) Act of 2003. 16 C.F.R. § 681.2. The FACT Act was enacted to curtail the effects of identity theft. Regulations adopted pursuant to the FACT Act require that all creditors (including local government creditors) that offer or maintain covered accounts establish policies and procedures to detect, prevent, and mitigate identity theft in connection with those covered accounts.

DEFINITIONS

- A. Covered Account - is an account that a creditor offers or maintains, primarily for personal, family, or household purposes, that involves multiple payments or transactions. A covered account also includes an account for which there is a reasonably foreseeable risk of identity theft.
- B. Creditor - includes governmental agencies that regularly allow payment deferral for property or services.
- C. Identifying Information - any name or number that may be used, alone or in conjunction with any other information, to identify a specific person, including: name, social security number, date of birth, government issued driver’s license or identification number, alien registration number, government passport number, employer or taxpayer identification number, unique electronic identification number, computer Internet Protocol address, or routing code, or telecommunication identifying information (such as a personal identification number (PIN)).
- D. Identity Theft - fraud committed or attempted using the identifying information of another person without authority.
- E. Payment Deferral - postponing payments to a future date and/or installment payments.

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F. Red Flag - a pattern, practice, or specific activity that indicates the possible existence of Identity Theft.

POLICY

The County Executive Officer, in conjunction with County departments which maintain covered accounts, will develop, implement, and administer a program designed to identify, detect, and respond to patterns, practices, or specific activities that could indicate that identity theft has taken place in connection with covered accounts offered or maintained by the County. In order to do this, each County department that regularly allows payment deferral for property or services for a covered account will:

- A. Identify relevant Red Flags for new and existing covered accounts that will be incorporated into this Identity Theft Prevention Program and communicate them to the County Executive Officer.
- B. Detect Red Flags that have been incorporated into this Identity Theft Prevention Program and communicate this information to the County Executive Officer.
- C. Respond appropriately to any Red Flags that are detected to prevent and mitigate identity theft and communicate such responses to the County Executive Officer.
- D. Ensure that this Identity Theft Prevention Program is updated periodically, to reflect changes in risks to customers or to the safety and soundness of the County as creditor from identity theft and communicate such information to the County Executive Officer.

Each County department that regularly allows payment deferral for property or services for a covered account shall consider the Interagency Guidelines on Identity Theft Detection, Prevention, and Mitigation (included as Exhibit A to this policy) and will suggest that the County Executive Officer include in an Identity Theft Prevention Program those guidelines that are appropriate for those covered accounts.

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PROGRAM UPDATES

The program developed and implemented by the County Executive Officer will be periodically reviewed and updated to reflect changes in identity theft risks in connection with covered accounts offered or maintained by the County.

OVERSIGHT

The overall responsibility for overseeing, developing, implementing, administrating, and updating the program lies with the County Executive Officer. The County Executive Officer will determine which County departments are subject to the program.

The department head in each County department that offers or maintains covered accounts will also be responsible for administration of this policy and program for that department’s covered accounts, for ensuring appropriate training of staff on the policy and program, for reviewing any staff reports regarding the detection of Red Flags and the steps for preventing and mitigating identity theft, for determining which steps of prevention and mitigation should be taken in particular circumstances, for exercising appropriate and effective oversight of service provider arrangements, and for considering periodic changes to the program. Each affected department head will report on his or her administration of the program to the County Executive Officer on a frequency to be determined by the County Executive Officer.

RESPONSIBLE DEPARTMENTS

County Counsel
County Administrative Office

REFERENCES

Administrative Update--07/13/2012
BOS Policy Resolution No. 2009-02--4/21/09 (Adopted)

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EXHIBIT A

Appendix A to 16 C.F.R. Part 681 Interagency Guidelines on Identity Theft Detection, Prevention, and Mitigation

Section 681.2 of this part requires each financial institution and creditor that offers or maintains one or more covered accounts, as defined in § 681.2(b)(3) of this part, to develop and provide for the continued administration of a written Program to detect, prevent, and mitigate identity theft in connection with the opening of a covered account or any existing covered account. These guidelines are intended to assist financial institutions and creditors in the formulation and maintenance of a Program that satisfies the requirements of § 681.2 of this part.

I. The Program

In designing its Program, a financial institution or creditor may incorporate, as appropriate, its existing policies, procedures, and other arrangements that control reasonably foreseeable risks to customers or to the safety and soundness of the financial institution or creditor from identity theft.

II. Identifying Relevant Red Flags

- (a) *Risk Factors.* A financial institution or creditor should consider the following factors in identifying relevant Red Flags for covered accounts, as appropriate:
 - (1) The types of covered accounts it offers or maintains;
 - (2) The methods it provides to open its covered accounts;
 - (3) The methods it provides to access its covered accounts; and
 - (4) Its previous experiences with identity theft.
- (b) *Sources of Red Flags.* Financial institutions and creditors should incorporate relevant Red Flags from sources such as:
 - (1) Incidents of identity theft that the financial institution or creditor has experienced;
 - (2) Methods of identity theft that the financial institution or creditor has identified that reflect changes in identity theft risks; and
 - (3) Applicable supervisory guidance.
- (c) *Categories of Red Flags.* The Program should include relevant Red Flags from the following categories, as appropriate. Examples of Red Flags from each of these categories are appended as Supplement A to this Appendix A.
 - (1) Alerts, notifications, or other warnings received from consumer reporting agencies or service providers, such as fraud detection services;

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- (2) The presentation of suspicious documents;
- (3) The presentation of suspicious personal identifying information, such as a suspicious address change;
- (4) The unusual use of, or other suspicious activity related to, a covered account; and
- (5) Notice from customers, victims of identity theft, law enforcement authorities, or other persons regarding possible identity theft in connection with covered accounts held by the financial institution or creditor.

III. Detecting Red Flags

The Program's policies and procedures should address the detection of Red Flags in connection with the opening of covered accounts and existing covered accounts, such as by:

- (a) Obtaining identifying information about, and verifying the identity of, a person opening a covered account, for example, using the policies and procedures regarding identification and verification set forth in the Customer Identification Program rules implementing 31 U.S.C. 5318(l) (31 CFR 103.121); and
- (b) Authenticating customers, monitoring transactions, and verifying the validity of change of address requests, in the case of existing covered accounts.

IV. Preventing and Mitigating Identity Theft

The Program's policies and procedures should provide for appropriate responses to the Red Flags the financial institution or creditor has detected that are commensurate with the degree of risk posed. In determining an appropriate response, a financial institution or creditor should consider aggravating factors that may heighten the risk of identity theft, such as a data security incident that results in unauthorized access to a customer's account records held by the financial institution, creditor, or third party, or notice that a customer has provided information related to a covered account held by the financial institution or creditor to someone fraudulently claiming to represent the financial institution or creditor or to a fraudulent website. Appropriate responses may include the following:

- (a) Monitoring a covered account for evidence of identity theft;
- (b) Contacting the customer;
- (c) Changing any passwords, security codes, or other security devices that permit access to a covered account;
- (d) Reopening a covered account with a new account number;
- (e) Not opening a new covered account;

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- (f) Closing an existing covered account;
- (g) Not attempting to collect on a covered account or not selling a covered account to a debt collector;
- (h) Notifying law enforcement; or
- (i) Determining that no response is warranted under the particular circumstances.

V. Updating the Program

Financial institutions and creditors should update the Program (including the Red Flags determined to be relevant) periodically, to reflect changes in risks to customers or to the safety and soundness of the financial institution or creditor from identity theft, based on factors such as:

- (a) The experiences of the financial institution or creditor with identity theft;
- (b) Changes in methods of identity theft;
- (c) Changes in methods to detect, prevent, and mitigate identity theft;
- (d) Changes in the types of accounts that the financial institution or creditor offers or maintains; and
- (e) Changes in the business arrangements of the financial institution or creditor, including mergers, acquisitions, alliances, joint ventures, and service provider arrangements.

VI. Methods for Administering the Program

- (a) *Oversight of Program.* Oversight by the board of directors, an appropriate committee of the board, or a designated employee at the level of senior management should include:
 - (1) Assigning specific responsibility for the Program's implementation;
 - (2) Reviewing reports prepared by staff regarding compliance by the financial institution or creditor with § 681.2 of this part; and
 - (3) Approving material changes to the Program as necessary to address changing identity theft risks.
- (b) *Reports.*
 - (1) *In general.* Staff of the financial institution or creditor responsible for development, implementation, and administration of its Program should report to the board of directors, an appropriate committee of the board, or a designated employee at the level of senior management, at least annually, on compliance by the financial institution or creditor with § 681.2 of this part.
 - (2) *Contents of report.* The report should address material matters related to the Program and evaluate issues such as: the effectiveness of the policies and procedures of the financial institution or creditor in addressing the risk of identity

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theft in connection with the opening of covered accounts and with respect to existing covered accounts; service provider arrangements; significant incidents involving identity theft and management's response; and recommendations for material changes to the Program.

- (c) *Oversight of service provider arrangements.* Whenever a financial institution or creditor engages a service provider to perform an activity in connection with one or more covered accounts the financial institution or creditor should take steps to ensure that the activity of the service provider is conducted in accordance with reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft. For example, a financial institution or creditor could require the service provider by contract to have policies and procedures to detect relevant Red Flags that may arise in the performance of the service provider's activities, and either report the Red Flags to the financial institution or creditor, or to take appropriate steps to prevent or mitigate identity theft.

VII. Other Applicable Legal Requirements

Financial institutions and creditors should be mindful of other related legal requirements that may be applicable, such as:

- (a) For financial institutions and creditors that are subject to 31 U.S.C. 5318(g), filing a Suspicious Activity Report in accordance with applicable law and regulation;
- (b) Implementing any requirements under 15 U.S.C. 1681c-1(h) regarding the circumstances under which credit may be extended when the financial institution or creditor detects a fraud or active duty alert;
- (c) Implementing any requirements for furnishers of information to consumer reporting agencies under 15 U.S.C. 1681s-2, for example, to correct or update inaccurate or incomplete information, and to not report information that the furnisher has reasonable cause to believe is inaccurate; and
- (d) Complying with the prohibitions in 15 U.S.C. 1681m on the sale, transfer, and placement for collection of certain debts resulting from identity theft.

Supplement A to Appendix A

In addition to incorporating Red Flags from the sources recommended in section II.b. of the Guidelines in Appendix A of this part, each financial institution or creditor may consider incorporating into its Program, whether singly or in combination, Red Flags from the following illustrative examples in connection with covered accounts:

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Alerts, Notifications or Warnings from a Consumer Reporting Agency

1. A fraud or active duty alert is included with a consumer report.
2. A consumer reporting agency provides a notice of credit freeze in response to a request for a consumer report.
3. A consumer reporting agency provides a notice of address discrepancy, as defined in § 681.1 (b) of this part.
4. A consumer report indicates a pattern of activity that is inconsistent with the history and usual pattern of activity of an applicant or customer, such as:
 - a. A recent and significant increase in the volume of inquiries;
 - b. An unusual number of recently established credit relationships;
 - c. A material change in the use of credit, especially with respect to recently established credit relationships; or
 - d. An account that was closed for cause or identified for abuse of account privileges by a financial institution or creditor.

Suspicious Documents

5. Documents provided for identification appear to have been altered or forged.
6. The photograph or physical description on the identification is not consistent with the appearance of the applicant or customer presenting the identification.
7. Other information on the identification is not consistent with information provided by the person opening a new covered account or customer presenting the identification.
8. Other information on the identification is not consistent with readily accessible information that is on file with the financial institution or creditor, such as a signature card or a recent check.
9. An application appears to have been altered or forged, or gives the appearance of having been destroyed and reassembled.

Suspicious Personal Identifying Information

10. Personal identifying information provided is inconsistent when compared against external information sources used by the financial institution or creditor. For example:
 - a. The address does not match any address in the consumer report; or
 - b. The Social Security Number (SSN) has not been issued, or is listed on the Social Security Administration's Death Master File.
11. Personal identifying information provided by the customer is not consistent with other personal identifying information provided by the customer. For example, there is a lack of correlation between the SSN range and date of birth.

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12. Personal identifying information provided is associated with known fraudulent activity as indicated by internal or third-party sources used by the financial institution or creditor. For example:
 - a. The address on an application is the same as the address provided on a fraudulent application; or
 - b. The phone number on an application is the same as the number provided on a fraudulent application.
13. Personal identifying information provided is of a type commonly associated with fraudulent activity as indicated by internal or third-party sources used by the financial institution or creditor. For example:
 - a. The address on an application is fictitious, a mail drop, or a prison; or
 - b. The phone number is invalid, or is associated with a pager or answering service.
14. The SSN provided is the same as that submitted by other persons opening an account or other customers.
15. The address or telephone number provided is the same as or similar to the account number or telephone number submitted by an unusually large number of other persons opening accounts or other customers.
16. The person opening the covered account or the customer fails to provide all required personal identifying information on an application or in response to notification that the application is incomplete.
17. Personal identifying information provided is not consistent with personal identifying information that is on file with the financial institution or creditor.
18. For financial institutions and creditors that use challenge questions, the person opening the covered account or the customer cannot provide authenticating information beyond that which generally would be available from a wallet or consumer report.

Unusual Use of, or Suspicious Activity Related to, the Covered Account

19. Shortly following the notice of a change of address for a covered account, the institution or creditor receives a request for a new, additional, or replacement card or a cell phone, or for the addition of authorized users on the account.
20. A new revolving credit account is used in a manner commonly associated with known patterns of fraud patterns. For example:
 - a. The majority of available credit is used for cash advances or merchandise that is easily convertible to cash (e.g., electronics equipment or jewelry); or
 - b. The customer fails to make the first payment or makes an initial payment but no subsequent payments.
21. A covered account is used in a manner that is not consistent with established patterns of activity on the account. There is, for example:

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- a. Nonpayment when there is no history of late or missed payments;
 - b. A material increase in the use of available credit;
 - c. A material change in purchasing or spending patterns;
 - d. A material change in electronic fund transfer patterns in connection with a deposit account; or
 - e. A material change in telephone call patterns in connection with a cellular phone account.
22. A covered account that has been inactive for a reasonably lengthy period of time is used (taking into consideration the type of account, the expected pattern of usage and other relevant factors).
23. Mail sent to the customer is returned repeatedly as undeliverable although transactions continue to be conducted in connection with the customer's covered account.
24. The financial institution or creditor is notified that the customer is not receiving paper account statements.
25. The financial institution or creditor is notified of unauthorized charges or transactions in connection with a customer's covered account.

Notice From Customers, Victims of Identity Theft, Law Enforcement Authorities, or Other Persons Regarding Possible Identity Theft in Connection With Covered Accounts Held by the Financial Institution or Creditor

26. The financial institution or creditor is notified by a customer, a victim of identity theft, a law enforcement authority, or any other person that it has opened a fraudulent account for a person engaged in identity theft.

[72 FR 63771, Nov. 9, 2007]

COUNTY OF SHASTA		Number
ADMINISTRATIVE MANUAL		8-510
SECTION:	Miscellaneous	Verification of Address
INITIAL ISSUE DATE:	October 28, 2008	
LATEST REVISION DATE:	October 28, 2008	
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PURPOSE

This policy applies to a County department’s use of a consumer report provided by a consumer reporting agency for employment purposes or other purposes authorized by law. It is designed to comply with the requirements of 16 C.F.R. § 681.1.

BACKGROUND

- A. Consumer Report - Any written, oral, or other communication of any information by a consumer reporting agency bearing on an individual ’s creditworthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living which is used or expected to be used for employment purposes or other purposes authorized by law.
- B. Consumer Reporting Agency - A person or entity which, for monetary fees, dues, or on a cooperative nonprofit basis, regularly engages in whole or in part in the practice of assembling or evaluating credit information or other information on individuals for the purpose of furnishing consumer reports to third parties.
- C. Notice of Address Discrepancy - A notice sent by a consumer reporting agency informing of a substantial difference between the address for the individual that was provided to request the consumer report and the address(es) in the consumer reporting agency’s file for the individual.

POLICY

- A. Should a County department receive a notice of address discrepancy from the consumer reporting agency that provided the department with a consumer report, the County department shall attempt to form a reasonable belief that the consumer report it received relates to the individual about whom it requested the report. In attempting to form this reasonable belief, the department shall do at least one of the following:
 - 1. Compare the information in the consumer report provided by the consumer reporting agency with information the department:
 - a. Maintains in its own records, such as applications, change of address notifications, or other such documents; or

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- b. Obtains from third-party sources; or
 - 2. Verify the information in the consumer report provided by the consumer reporting agency with the individual.
- B. If an employment relationship or other continuing relationship is established with the individual and the County department regularly and in the ordinary course of business furnishes information to the consumer reporting agency from which the notice of address discrepancy pertaining to the individual was obtained, the department must furnish to that consumer reporting agency an address for the individual that the department has reasonably confirmed is accurate. The department may reasonably confirm an address is accurate by:
- 1. Verifying the address with the individual about whom it has requested the report;
 - 2. Reviewing its own records to verify the address of the individual;
 - 3. Verifying the address through third-party sources; or
 - 4. Using other reasonable means.

The department will furnish the individual's address that the department has reasonably confirmed is accurate to the consumer reporting agency as part of the information the department regularly furnishes for the reporting period in which an employment relationship or other continuing relationship with the individual is established.

RESPONSIBLE DEPARTMENTS

County Administrative Office
County Counsel
Support Services

REFERENCES

BOS Policy Resolution No. 2008-04--10/28/08

COUNTY OF SHASTA		Number
ADMINISTRATIVE MANUAL		8-520
SECTION:	Miscellaneous	Shasta County Background Investigation Policy Under Internal Revenue Service Publication 1075
INITIAL ISSUE DATE:	January 23, 2018	
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POLICY

In accordance with Internal Revenue Service (IRS) Publication 1075, *Tax Information Security Guidelines for Federal, State and Local Agencies* (Publication 1075), and State policies implementing Publication 1075, County employees, volunteers, agents, contractors, and subcontractors having access to Federal Tax Information (FTI) must undergo a background investigation prior to being permitted access to FTI, which includes a criminal conviction history screening and citizenship/residency validation. Individuals with access to FTI must undergo reinvestigation at least every ten years.

APPLICABILITY

This policy is applicable to all current and prospective County employees, volunteers, agents, contractors, and subcontractors having access to FTI.

DEFINITIONS

TERM	DEFINITION
Federal Tax Information (FTI)	Includes tax returns or return information received directly from the IRS or obtained through an authorized secondary source, such as Social Security Administration, Federal Office of Child Support Enforcement, Bureau of the Fiscal Service, or Centers for Medicare and Medicaid Services, or another entity acting on behalf of the IRS pursuant to an Internal Revenue Code (IRC) 6103(p)(2)(B) Agreement.
Access to FTI	Includes individuals who require access to FTI to perform their official duties and as authorized under the IRC. Pursuant to need-to-know restrictions, an individual who has the authority to access FTI information should not access such information unless it is necessary to perform their official duties and for the purposes listed in IRC 6103.
Unauthorized Access	Unauthorized access occurs when an entity or individual knowingly or due to gross negligence receives or has access to FTI without authority, as defined in IRC 6103.
Direct Access	FTI includes return or return information received directly from the IRS or obtained through an authorized secondary source, such as Social Security Administration (SSA), Federal Office of Child Support Enforcement (OCSE), Bureau of the Fiscal Service (BFS), Centers for Medicare and Medicaid Services (CMS), or another entity acting on behalf of the IRS pursuant to an IRC

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	6103(p)(2)(B) Agreement.
TERM	DEFINITION
Criminal Conviction History Screening	Includes a review of Federal Bureau of Investigation (FBI) fingerprint results through the state identification bureau (California Department of Justice [DOJ]) to identify suitability for employment, and a check of local law enforcement agencies where the subject has lived, worked and/or attended school within the last five (5) years prior to the investigation.
Citizenship/Residency Validation	Validation of an individual's eligibility to legally work in the United States using the USCIS Form I-9 and USCIS E-Verify System. This requirement applies to employment candidates only.
Custodian of Records	Individual designated by an agency as responsible for the hiring decisions, for the security, storage, dissemination, and destruction of the criminal records furnished to the agency, and who serves as the primary contact for DOJ for any related issues.
Reinvestigation	Includes a redetermination of the criminal conviction history screening, based on new information obtained since the last screening, including local law enforcement information if the employee has lived, worked, or attended school in another state/county. At a minimum, reinvestigations will occur within 10 years from the date of the previous investigation. Subsequent arrest notifications shall be requested as required under Government Code section 1044(d).
Criminal History Information	Information obtained through the screening process, excluding criminal history prohibited for consideration by state and federal statutes, rules, and regulations (e.g. conviction judicially dismissed).
E-Verify	A USCIS internet-based system that compares information from Employment Eligibility Verification (Form I-9) to government records to confirm an individual is authorized to work in the US.
Internal Revenue Service Office of Safeguards	Monitors safeguard measures utilized by agencies receiving FTL.
Department of Justice	Process fingerprint and applicant data information requests and transmit information to the requesting

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	agency.
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GUIDELINES

The County shall identify each position that provides individuals with access to FTI, including employee, volunteer, agent, contractor, and subcontractor positions. Identified individuals must undergo and pass a background investigation prior to being permitted access to FTI and are subject to reinvestigation thereafter.

The minimum requirements of the background investigation include:

- Review of FBI fingerprint results that includes criminal history in all 50 states (FD-258 Applicant Fingerprint Card).
- Check of local law enforcement agencies where the subject of the background investigation has lived, worked, and/or attended school within the last five (5) years, and if applicable, a check of the appropriate agency for any identified arrests.
- Reinvestigate each individual with access to FTI within 10 years from the date of the previous background investigation.

Validation of citizenship/residency for employment candidates shall include the following:

- Validate citizenship/residency to confirm the subject’s eligibility to legally work in the United States.
- Utilization of Form I-9 and supporting documents. Within three days of completion Form I-9, verify employment status through the E-Verify system.
- Ongoing monitoring for expired employment eligibility, if applicable.

Criminal history screening for employment purposes, including reinvestigation screening, will be conducted in accordance with Federal EEOC Enforcement Guidance, California Department of Fair Employment and Housing (DFEH) rules and regulations and applicable California Labor Code provisions.

Fingerprint and criminal conviction history screening must be reflected on each position duty statement and job posting/announcement for each position with access to FTI.

Individuals who do not successfully pass the background investigation shall not be permitted to hold a position with access to FTI.

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All offers of employment and work assignments are conditional pending successful completion of the policy requirements.

Contractors and subcontractors with access to FTI are subject to this policy and are fully responsible for ensuring all IRS Publication 1075 requirements are met prior to permitting individuals access to FTI.

CRITERIA FOR WITHDRAWAL OF EMPLOYMENT OFFER

Disqualification Criteria

The felony and misdemeanor crimes listed below are offenses that may render any individual’s background unsuitable for employment in positions that involve access to FTI and do not attempt to specify every unacceptable criminal conviction or questionable background.

- Fraud: welfare, insurance, financial, theft, or bribery
- Physical: assault, sexual, murder, homicide, manslaughter, kidnapping, false imprisonment, or domestic violence
- Misuse of data
- Inappropriate access to data
- Drug and/or alcohol
- Stalking
- Theft/Burglary
- Evasion of law enforcement
- Crimes of moral turpitude

Criminal background investigation results will be considered utilizing an individual assessment with any basis for denial being job-related and consistent with business necessity. Individuals subject to criminal conviction screening will have the opportunity to provide additional information within a specified timeframe in the event the background investigation results in an unfavorable outcome or requires clarification. Final decisions resulting in a denial will be provided in a written statement of the reason for denial.

RESPONSIBLE DEPARTMENTS

Support Services – Personnel

REFERENCES

BOS Policy Resolution No. 2018-01—1/23/2018

COUNTY OF SHASTA		Number
ADMINISTRATIVE MANUAL		8-603
SECTION:	Miscellaneous	Junk License Applications: Processing
INITIAL ISSUE DATE:	February 13, 1990	
LATEST REVISION DATE:	October 15, 1991	
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PURPOSE

To outline the policy/procedure regarding the multi-department processing of junk license applications.

POLICY/PROCEDURE

Applications for Junk License are obtained in the Sheriff's Department and submitted to that office for processing. The applicant is then sent to the County Clerk's Office for official signature witnessing, and application is routed through the Department of Resource Management-Planning Division for determination that it is not in violation of the Shasta County land use regulations prior to being delivered to the Board of Supervisors for approval. The Clerk of the Board issues and mails the license to the applicant and delivers a copy to the Sheriff's Department for filing.

RESPONSIBLE DEPARTMENTS

Sheriff's Department
County Clerk's Office
Department of Resource Management - Planning Division
Clerk of the Board of Supervisors

REFERENCES

BOS Policy Resolution No. 91-7--10/15/91 (Amended)
BOS Policy Resolution No. 90-2--2/13/90
BOS Policy Resolution No. 1-8--7/20/80 (Amended)
BOS Policy Resolution Adopted 2/23/60 and Amended 6/3/80 (Superseded)