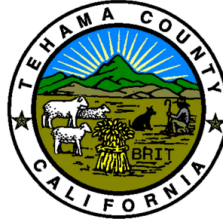


# TEHAMA COUNTY BOARD OF SUPERVISORS

William Moule, District 1  
Candy Carlson, District 2  
Pati Nolen, District 3  
Matt Hansen, District 4, Vice Chair  
John Leach, District 5, Chairman



Gabriel Hydrick  
Chief Administrator

Margaret Long  
County Counsel

Sean Houghtby  
Clerk of the Board  
(530) 527-3287

Board Chambers  
727 Oak Street, Red Bluff, CA 96080  
(530) 527-4655  
<http://www.tehama.gov>

## AGENDA FOR THURSDAY, NOVEMBER 14, 2024

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### SPECIAL MEETING

The Board of Supervisors welcomes you to their meetings which are regularly scheduled for each Tuesday. Your participation and interest are encouraged and appreciated. Members of the public may address the Board from the podium on items on the agenda when the matter is called. The Board reserves the right to limit the time devoted to any item on the agenda and to limit the time of any speaker.

The Board wishes to ensure that business is conducted in an orderly fashion and the public is asked to be courteous and polite when addressing the Board and to be respectful to others attending the Board meeting. Any disorderly conduct which disrupts, disturbs, or otherwise impedes the orderly conduct of the Board meeting is prohibited.

Members of the public who are unable to attend in person may participate, listen and watch in the following ways:

- 1) To participate in the Board meeting, the public may listen and comment over the phone by calling: (530) 212-8376, conference code 933876. Press 5\* to raise your hand to comment.
- 2) Members of the public who are unable to attend in person may watch and listen via the web at: <https://tehamacounty.legistar.com/Calendar.aspx>. To comment on an upcoming agenda item, call (530) 212-8376, conference code 933876. Press 5\* to raise your hand to comment at the time the item is called.

The audio and live video streaming is being offered as a convenience. The Board meeting will continue even if there is a disruption. If there is a disruption, the public is encouraged to consider an alternate option listed above. If you have trouble connecting or accessing the meeting, contact the Board office for assistance at (530) 527-4655.

Please refer to the last page of the agenda for information on how to participate in the

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meeting, as well as the various options being made available for members of the public to provide comment.

The County of Tehama does not discriminate on the basis of disability in admission to, access to, or operation of its buildings, facilities, programs, services, or activities. Questions, complaints, or requests for additional information regarding the Americans with Disabilities Act (ADA) may be forwarded to the County’s ADA Coordinator: Tom Provine, County of Tehama, 727 Oak St., Red Bluff, CA 96080, Phone: (530) 527-4655. Individuals with disabilities who need auxiliary aids and/or services or other accommodations for effective communication in the County’s programs and services are invited to make their needs and preferences known to the affected department or the ADA Coordinator. For aids or services needed for effective communication during Board of Supervisors meetings, please contact the ADA Coordinator two business days prior to the day of the meeting. This notice is available in accessible alternate formats from the affected department or the ADA Coordinator.

**9:00 AM CALL TO ORDER / PLEDGE OF ALLEGIANCE**

**REMINDER - The November 19th and 26th meetings of the Board of Supervisors are cancelled.**

**PLEASE TURN OFF OR MUTE YOUR CELL PHONE**

**PUBLIC COMMENT**

This is a time set aside for members of the public to directly address the Board of Supervisors on any item of interest to the public that is within the subject matter jurisdiction of this board. No action shall be taken on any item not appearing on the agenda unless the action is otherwise authorized by subdivision (b) of section 54954.2 of the government code. This board has chosen to exercise its discretion and limit each speaker to three (3) minutes.

Members of the public will be allowed to address the Board of Supervisors regarding items appearing on the agenda at the time the item is called.

**REGULAR AGENDA**

- 1. **SHERIFF / PERSONNEL - Sheriff Dave Kain** [24-2035](#)
  - a) OTHER THAN “A” STEP - Request approval to appoint applicant as Evidence Technician, Range 26, Step 5, upon successful completion of all pre-employment requirements
- 2. **DEPARTMENT OF AGRICULTURE / DIVISION OF ANIMAL SERVICES** [24-2036](#)
  - **Director of Animal Services Thomas Moss and Animal Care Center Manager Christine McClintock**
  - a) OTHER THAN “A” STEP - Request approval to appoint a candidate as Veterinary Assistant - Extra Help at Range 14, Step E, effective 11/13/24 or upon successful completion of all pre-employment requirements
- 3. **DEPARTMENT OF AGRICULTURE / DIVISION OF ANIMAL SERVICES** [24-2037](#)

**- Director of Animal Services Thomas Moss and Animal Care Center  
Manager Christine McClintock**

a) OTHER THAN "A" STEP - Request approval to appoint a candidate as Veterinary Assistant - Extra Help at Range 14, Step E, effective 11/13/24 or upon successful completion of all pre-employment requirements

**4. DEPARTMENT OF AGRICULTURE / DIVISION OF ANIMAL SERVICES [24-2038](#)  
- Director of Animal Services Thomas Moss and Animal Care Center  
Manager Christine McClintock**

a) OTHER THAN "A" STEP - Request approval to appoint a candidate as Veterinary Assistant - Extra Help at Range 14, Step E, effective 11/13/24 or upon successful completion of all pre-employment requirements

**5. HEALTH SERVICES AGENCY - Executive Director Jayme Bottke [24-2029](#)**

a) AGREEMENT - Request approval and authorization for the Chairperson to sign an Employment Agreement with Michelle Schmidt for the position of Tehama County Health Services Agency Assistant Executive Director, Program, effective 12/1/24 through 11/30/28

**6. HEALTH SERVICES AGENCY / PERSONNEL / ADMINISTRATION - [24-2030](#)  
Chief Administrator Gabriel Hydrick**

a) AGREEMENT - Request approval and authorization for the Chair to sign an Employment Agreement with Jayme Bottke for the position of Executive Director, Health Services Agency, effective 11/16/24 through 11/15/27

**7. ADMINISTRATION - Chief Administrator Gabriel Hydrick [24-2031](#)**

a) Staff report on the current status of the Development Impact Fee accounts for Fiscal Year 2023/24

b) Request to designate the Tehama County Administrative Office and the Clerk of the Board's Office as two locations where the report will be available for public review and to receive written requests for mailed notices

c) Board discussion and direction to staff to set a public hearing, as required pursuant to Government Code section 66006, on 12/10/24 at 10:00 a.m. to review the current status of the Development Impact Fee accounts for Fiscal Year 2023/24

**8. BOARD OF SUPERVISORS - Park Fire Emergency Continuations [24-2032](#)**

a) Determine that there is a need to continue the emergency proclamation issued by the Sheriff as Director of Emergency Services, proclaiming the existence of the local emergency in Tehama County caused conditions of peril

b) Determine that there is a need to continue the local health emergency proclamation issued by the Tehama County Public Health Officer, proclaiming the existence of the local emergency in Tehama County caused conditions of peril

**FUTURE AGENDA ITEMS**

Future Agenda Items is an opportunity for a Board member to present a topic to the full Board and County Departments and allow the Board to express majority that staff should be directed to address the issue and bring it back to the full Board as an agenda item. This is not a time for the Board to address the merits or express their opinions on the issue but solely to decide if staff should expend resources in researching and preparing documents for consideration at a public board meeting. More complex issues may result in a future study session.

## **CLOSED SESSION**

Members of the public may address the Closed Session matters at the time the closed session is announced.

### **9. CLOSED SESSION**

[24-2033](#)

a) PERSONNEL / PUBLIC EMPLOYEE APPOINTMENT OR EMPLOYMENT  
(Government Code Section 54957)

Title: Director of Planning

## **REPORTABLE ACTIONS FROM CLOSED SESSION**

## **ADJOURN**

Any written materials related to an open session item on this agenda that are submitted to the Board of Supervisors, and that are not exempt from disclosure under the Public Records Act, will be made available for public inspection at the Tehama County Clerk of the Board of Supervisors Office, 633 Washington St., Rm. 12 (P.O. Box 250), Red Bluff, California, 96080, (530) 527-3287 during normal business hours.

The deadline for items to be placed on the Board's agenda is 5 p.m. on the Wednesday Thirteen days prior to the meeting on Tuesday, unless a holiday intervenes. Items not listed on the Agenda can only be considered by the Board if they qualify under Government Code Section 54954.2(b) (typically this applies to items meeting criteria as an off-agenda emergency).

## **DISCLOSURE OF CAMPAIGN CONTRIBUTIONS PURSUANT TO GOVERNMENT CODE SECTION 84308:**

Members of the Board of Supervisors are disqualified and not able to participate in any agenda item involving contracts (other than competitively bid, labor, or personal employment contracts), franchises, discretionary land use permits and other entitlements if the Board member received more than \$250 in campaign contributions from the applicant or contractor, an agent of the applicant or contractor, or any financially interested participant who actively supports or opposes the County's decision on the agenda item since January 1, 2023. Members of the Board of Supervisors who have received, and applicants, contractors or their agents who have made, campaign contributions totaling more than \$250 to a Board member since January 1, 2023, are required to disclose that fact for the official record of the subject proceeding. Disclosures must include the amount of the campaign contribution and identify the recipient Board member and may be made either in writing to the Clerk of the Board of

Supervisors prior to the subject hearing or by verbal disclosure at the time of the hearing.

### **WAYS TO PARTICIPATE, WATCH AND LISTEN DURING THE MEETING:**

- 1) Attend in person in Board Chambers, Tehama County Administration Building, 727 Oak St., Red Bluff, CA 96080.
- 2) Listen and comment over the phone by calling: (530) 212-8376, conference code 933876. Press 5\* to raise your hand to comment.
- 3) Watch live video and listen at: <https://tehamacounty.legistar.com/Calendar.aspx>. To comment on an upcoming agenda item, call (530) 212-8376, conference code 933876. Press 5\* to raise your hand to comment at the time the item is called.

The audio and live video streaming is being offered as a convenience. The Board meeting will continue even if there is a disruption. If there is a disruption, the public is encouraged to consider an alternate option listed above. If you have trouble connecting or accessing the meeting, contact the Board office for assistance at (530) 527-4655.

### **PROVIDE PUBLIC COMMENT BEFORE THE MEETING BY:**

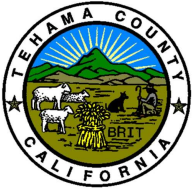
- 1) Writing a letter to the Board of Supervisors at PO Box 250, Red Bluff, CA 96080.
- 2) Emailing: [tcbos@tehama.gov](mailto:tcbos@tehama.gov). Written or emailed public comments received by 4:00 p.m. the day prior to the meeting will be provided to the Board members electronically or in written format and will become part of the public record.

### **PROVIDE PUBLIC COMMENT DURING THE MEETING BY:**

- 1) In-Person: Board Chambers, Tehama County Administration Building, 727 Oak St., Red Bluff, CA 96080: Members of the public can provide comment in-person inside the Board of Supervisors' Chambers.
- 2) Over the Phone: Members of the public can call (530) 212-8376, conference code 933876. Press 5\* to raise your hand to comment. The public will be placed in a call-in queue until they are permitted into the meeting for comment.

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

MINUTES, AGENDAS, AGENDA MATERIAL, and ARCHIVED MATERIAL is available on our website at <https://tehamacounty.legistar.com/Calendar.aspx>



# Tehama County

## Agenda Request Form

**File #:** 24-2035

**Agenda Date:** 11/14/2024

**Agenda #:** 1.

### SHERIFF / PERSONNEL - Sheriff Dave Kain

#### **Requested Action(s)**

a) OTHER THAN "A" STEP - Request approval to appoint applicant as Evidence Technician, Range 26, Step 5, upon successful completion of all pre-employment requirements

#### **Financial Impact:**

The funds for this position are currently budgeted in the FY 2024-25, Budget Unit 2027.

#### **Background Information:**

The candidate selected for this position has over 8 years of extensive experience working for an allied Police Agency as a Police Records Technician and currently a Community Service Officer as a Field Evidence Technician. This candidate has processed or led in processing over 70 crime scenes, including homicides and various major crimes. The candidate has extensive knowledge in the identification, documentation, collection, and preservation of evidence. The candidate is well versed in the evidence chain of command and works closely with the respective District Attorney's Office regarding evidence. The candidate has analyzed over 290 fingerprints and is one of only 3 local fingerprint analysts in the area. The candidate has attended over 270 hours of POST training related to crime scene and evidence processing, including courses in Basic Crime Scene investigation, Bloodstain Pattern Analysis, Crime Scene Photography and Forensic Entomology. The candidate conducts routine training for Crime Scene Unit personnel and Police Officers.

The candidate's training and experience well exceeds the minimum qualifications of the classification and justifies placement at Range 26, step 5 within the Deputy Sheriff Association (DSA).

The Personnel Office has reviewed the candidate's qualifications and agrees with placement at Salary Range 26, Step 5 upon successful completion of all pre-employment requirements.



## OTHER THAN "A" STEP REQUEST

The Board of Supervisors, on November 13, 1990, asked to receive consistent information from Department Heads who request to hire a new employee at other than "A" step of the classification range. Board policy cites that "A" step is the normal and desired starting point in a classification unless compelling\* reasons exist to start an individual at a higher step.

\*Please note that the Board has previously provided direction that a pay disparity between Tehama and other counties is not, in and of itself, a sufficient compelling reason to start an employee at higher than "A" step.

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FROM: Dave Kain, Sheriff-Coroner  
TO: Board of Supervisors/Personnel Office

RE: Request to hire an applicant in the following classification:  
Evidence Technician at other than "A" step.

Please answer the following questions so that the Board may more objectively assess the request. Send the completed form along with the Agenda Request Form to the Personnel office, allowing sufficient time for review and approval/disapproval prior to the anticipated hiring date. Requests for "C" step or above will be referred to the Board of Supervisors on the regular agenda for their consideration. Requests for "B" step will be placed on the consent agenda for approval.

1. \$ 23.66 hr Step 1 Range 26 Request: \$ 28.75 hr Step 5 Range 26

2. Total applications received during recruitment for this position: 12  
Total number of "qualified" applicants: 2

3. Justification for requesting higher step than A:

The candidate selected for this position has over 8 years of extensive experience working for an allied Police Agency as a Police Records Technician and currently a Community Service Officer as a Field Evidence Technician. This candidate has processed or led in processing over 70 crime scenes, including homicides and various major crimes. The candidate has extensive knowledge in the identification, documentation, collection, and preservation of evidence. The candidate is well versed in the evidence chain of command and works closely with the respective District Attorney's Office regarding evidence. The candidate has analyzed over 290 fingerprints and is one of only 3 local fingerprint analysts in the area. The candidate has attended over 270 hours of POST training related to crime scene and evidence processing, including courses in Basic Crime Scene investigation, Bloodstain Pattern Analysis, Crime Scene Photography and Forensic Entomology. The candidate conducts routine training for Crime Scene Unit personnel and Police Officers. The candidate's training and experience well exceeds the minimum qualifications of the classification and justifies placement at Range 26, step 5 within the Deputy Sheriff Association (DSA).

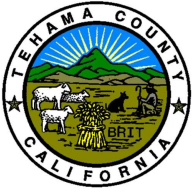
4. How has the Department budgeted for this additional cost?

The department has budgeted for this position as part of the position allocation list and will not place the department over the approved budget.

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Department Head Signature





# Tehama County

## Agenda Request Form

File #: 24-2036

Agenda Date: 11/14/2024

Agenda #: 2.

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**DEPARTMENT OF AGRICULTURE / DIVISION OF ANIMAL SERVICES - Director of Animal Services Thomas Moss and Animal Care Center Manager Christine McClintock**

**Requested Action(s)**

a) OTHER THAN "A" STEP - Request approval to appoint a candidate as Veterinary Assistant - Extra Help at Range 14, Step E, effective 11/13/24 or upon successful completion of all pre-employment requirements

**Financial Impact:**

This position is fully funded by the UC Davis Sniptember Spay/Neuter Grant. There is adequate funding within the approved grant budget of \$21.38 per hour for this position.

**Background Information:**

The candidate has 17 years of experience as a Veterinary Assistant, including experience working on the Division's mobile unit through their full time employment.

The Personnel Office has reviewed the candidate's qualifications and agrees with appointment at Step "E" contingent upon clearance of all pre-employment requirements.



## OTHER THAN "A" STEP REQUEST

The Board of Supervisors, on November 13, 1990, asked to receive consistent information from Department Heads who request to hire a new employee at other than "A" step of the classification range. Board policy cites that "A" step is the normal and desired starting point in a classification unless compelling\* reasons exist to start an individual at a higher step.

\*Please note that the Board has previously provided direction that a pay disparity between Tehama and other counties is not, in and of itself, a sufficient compelling reason to start an employee at higher than "A" step.

FROM:

TO: Board of Supervisors/Personnel Office

RE: Request to hire an applicant in the following classification:

Veterinary Assistant – EH at other than "A" step.

Please answer the following questions so that the Board may more objectively assess the request. Send the completed form along with the Agenda Request Form to the Personnel office, allowing sufficient time for review and approval/disapproval prior to the anticipated hiring date. Requests for "C" step or above will be referred to the Board of Supervisors on the regular agenda for their consideration. Requests for "B" step will be placed on the consent agenda for approval.

1. \$ 17.59 Step A Request: \$ 21.38 Step E

2. Total applications received during recruitment for this position: 13  
Total number of "qualified" applicants: 10

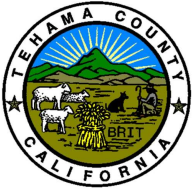
3. Justification for requesting higher step than A:

Applicant has 17 years of experience as a Veterinary Assistant, including experience working on the Division's mobile unit through her full time employment.

4. How has the Department budgeted for this additional cost?

These positions are currently grant funded, with an approved grant budget of \$31.50/hour for this position. Since the grant funding is significantly higher than the actual rate of pay, we have additional funding available to cover the step increase.

Department Head Signature



# Tehama County

## Agenda Request Form

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**File #:** 24-2037

**Agenda Date:** 11/14/2024

**Agenda #:** 3.

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**DEPARTMENT OF AGRICULTURE / DIVISION OF ANIMAL SERVICES - Director of Animal Services Thomas Moss and Animal Care Center Manager Christine McClintock**

**Requested Action(s)**

a) OTHER THAN "A" STEP - Request approval to appoint a candidate as Veterinary Assistant - Extra Help at Range 14, Step E, effective 11/13/24 or upon successful completion of all pre-employment requirements

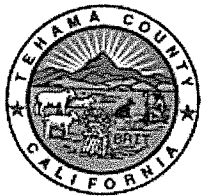
**Financial Impact:**

This position is fully funded by the UC Davis Sniptember Spay/Neuter Grant. There is adequate funding within the approved grant budget of \$21.38 per hour for this position.

**Background Information:**

The candidate has 22 years of experience as a Veterinary Assistant, including experience working as a supervising veterinary assistant for the majority of that time.

The Personnel Office has reviewed the candidate's qualifications and agrees with appointment at Step "E" contingent upon clearance of all pre-employment requirements.



## OTHER THAN "A" STEP REQUEST

The Board of Supervisors, on November 13, 1990, asked to receive consistent information from Department Heads who request to hire a new employee at other than "A" step of the classification range. Board policy cites that "A" step is the normal and desired starting point in a classification unless compelling\* reasons exist to start an individual at a higher step.

\*Please note that the Board has previously provided direction that a pay disparity between Tehama and other counties is not, in and of itself, a sufficient compelling reason to start an employee at higher than "A" step.

FROM:

TO: Board of Supervisors/Personnel Office

RE: Request to hire an applicant in the following classification:

Veterinary Assistant – EH at other than "A" step.

Please answer the following questions so that the Board may more objectively assess the request. Send the completed form along with the Agenda Request Form to the Personnel office, allowing sufficient time for review and approval/disapproval prior to the anticipated hiring date. Requests for "C" step or above will be referred to the Board of Supervisors on the regular agenda for their consideration. Requests for "B" step will be placed on the consent agenda for approval.

1. \$ 17.59 Step A Request: \$ 21.38 Step E

2. Total applications received during recruitment for this position: 13  
Total number of "qualified" applicants: 10

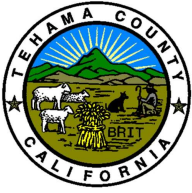
3. Justification for requesting higher step than A:

Applicant has 22 years of experience as a Veterinary Assistant, including working as a supervising veterinary assistant for the majority of that time.

4. How has the Department budgeted for this additional cost?

These positions are currently grant funded, with an approved grant budget of \$31.50/hour for this position. Since the grant funding is significantly higher than the actual rate of pay, we have additional funding available to cover the step increase.

Department Head Signature



# Tehama County

## Agenda Request Form

File #: 24-2038

Agenda Date: 11/14/2024

Agenda #: 4.

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**DEPARTMENT OF AGRICULTURE / DIVISION OF ANIMAL SERVICES - Director of Animal Services Thomas Moss and Animal Care Center Manager Christine McClintock**

**Requested Action(s)**

a) OTHER THAN "A" STEP - Request approval to appoint a candidate as Veterinary Assistant - Extra Help at Range 14, Step E, effective 11/13/24 or upon successful completion of all pre-employment requirements

**Financial Impact:**

This position is fully funded by the UC Davis Sniptember Spay/Neuter Grant. There is adequate funding within the approved grant budget of \$21.38 per hour for this position.

**Background Information:**

The candidate has 15 years of experience as a Registered Veterinary Technician before retiring. Since allowing her RVT license to lapse, she has agreed to work for the Division as a Veterinary Assistant.

The Personnel Office has reviewed the candidate's qualifications and agrees with appointment at Step "E" contingent upon clearance of all pre-employment requirements.



## OTHER THAN "A" STEP REQUEST

The Board of Supervisors, on November 13, 1990, asked to receive consistent information from Department Heads who request to hire a new employee at other than "A" step of the classification range. Board policy cites that "A" step is the normal and desired starting point in a classification unless compelling\* reasons exist to start an individual at a higher step.

\*Please note that the Board has previously provided direction that a pay disparity between Tehama and other counties is not, in and of itself, a sufficient compelling reason to start an employee at higher than "A" step.

FROM:

TO: Board of Supervisors/Personnel Office

RE: Request to hire an applicant in the following classification:

Veterinary Assistant – EH at other than "A" step.

Please answer the following questions so that the Board may more objectively assess the request. Send the completed form along with the Agenda Request Form to the Personnel office, allowing sufficient time for review and approval/disapproval prior to the anticipated hiring date. Requests for "C" step or above will be referred to the Board of Supervisors on the regular agenda for their consideration. Requests for "B" step will be placed on the consent agenda for approval.

1. \$ 17.59 Step A Request: \$ 21.38 Step E

2. Total applications received during recruitment for this position: 13

Total number of "qualified" applicants: 10

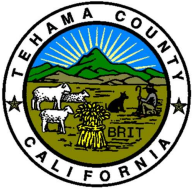
3. Justification for requesting higher step than A:

Applicant has 15 years of experience as a Registered Veterinary Technician before retiring. Since allowing her license to lapse, she has agreed to work for the Division as a Veterinary Assistant.

4. How has the Department budgeted for this additional cost?

These positions are currently grant funded, with an approved grant budget of \$31.50/hour for this position. Since the grant funding is significantly higher than the actual rate of pay, we have additional funding available to cover the step increase.

Department Head Signature



# Tehama County

## Agenda Request Form

File #: 24-2029

Agenda Date: 11/14/2024

Agenda #: 5.

### HEALTH SERVICES AGENCY - Executive Director Jayme Bottke

#### Requested Action(s)

a) AGREEMENT - Request approval and authorization for the Chairperson to sign an Employment Agreement with Michelle Schmidt for the position of Tehama County Health Services Agency Assistant Executive Director, Program, effective 12/1/24 through 11/30/28

#### Financial Impact:

The annual salary for the first year of the proposed contract is \$145,749, which is the second salary step of Range 68 for contracted employees. In the event the Tehama County Management Employees Association agrees to adjustments in employment compensation, such as increases and reductions in salary, increased contributions to CalPERS, or changes to other benefits, Schmidt's compensation will be adjusted by an equal amount. The terms of the agreement also provide that Ms. Schmidt would receive any salary increases afforded to all classifications represented in the Management Employees Association. This position is funded through Health Services Agency funding sources, and no County General Fund dollars will be involved.

#### Background Information:

A competitive recruitment was conducted for the position of Assistant Executive Director, Program and Ms. Schmidt has been selected as the most qualified applicant. The Executive Director and Ms. Schmidt have agreed to the salary, benefits, and all terms and conditions contained in the attached agreement. Benefits contained within the employment agreement are standard in all department head contracts which include \$60 per month cell phone allowance, 240 hours per year of Personal Time Off (PTO), 40 hours of Management Time Off (MTO) per fiscal year, one (1) personal holiday per year, Parental Leave, Bereavement Leave and participation in the County sponsored Deferred Compensation plan on the same terms and conditions as employees in the Tehama County Management Employees' Association (TCMEA).

The proposed agreement clarifies Ms. Schmidt is considered a 'classic employee' for purposes of the California Public Employee's Pension Reform Act of 2013 and stipulates Ms. Schmidt shall participate in the CalPERS 2% at 55 defined benefit program.

Additionally, the parties agree, that the required CalPERS member contribution for Ms. Schmidt shall be seven percent (7%) of the compensation paid to Ms. Schmidt. The County will not pay any portion of this contribution on behalf of Ms. Schmidt. Additionally, in the event the County of Tehama agrees to a percentage increase in salary for all classifications represented by TCMEA, and / or adjustments in employment compensation for the position of Assistant Executive Director, Program, Ms. Schmidt's salary will be increased by an equal percentage.

**TEHAMA COUNTY  
MICHELLE SCHMIDT  
EMPLOYMENT AGREEMENT**  
for the position of  
**Assistant Executive Director, Program**

THIS AGREEMENT, is made and entered into on November 12, 2024, and effective commencing December 1, 2024, by and between the Tehama County Board of Supervisors, hereinafter called “COUNTY” and MICHELLE SCHMIDT, hereinafter called “SCHMIDT” both of whom understand as follows:

WITNESSETH

WHEREAS, COUNTY desires to employ the services of SCHMIDT as Assistant Executive Director, Program from the effective date hereof until November 30, 2028; and

WHEREAS, COUNTY does hereby authorize the Tehama County Health Services Agency Executive Director, hereinafter “EXECUTIVE DIRECTOR” to act as hiring authority for said position in all material respects, including but not limited to the selection, appointment, oversight, and dismissal of persons occupying said position.

WHEREAS, the EXECUTIVE DIRECTOR desires to, appoint SCHMIDT to the position of Assistant Executive Director, Program.

WHEREAS, it is the desire of COUNTY to provide certain benefits, to establish certain conditions of employment and to set working conditions for SCHMIDT; and

WHEREAS, SCHMIDT desires employment in the position described above; and

WHEREAS, except as otherwise provided herein, all provisions of the personnel rules and regulations of the COUNTY relating to leave, expense reimbursement, retirement and pension system contributions, and other benefits and working conditions as they now exist or hereafter may be amended, also shall apply to SCHMIDT as they would to any employees of the County; and

WHEREAS, the COUNTY Board shall fix any such terms and conditions of employment, as it may determine from time to time, relating to the performance of SCHMIDT provided such terms and conditions are not inconsistent with or in conflict with the provisions of this agreement or any other law.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1: Duties

COUNTY hereby agrees to employ SCHMIDT as the Assistant Executive Director, Program to perform the functions and duties as specified in the Assistant Executive Director, Program classification specification heretofore or hereinafter approved by the Tehama County Board of



Supervisors and to perform other legally permissible and proper duties and functions of the Health Services Agency from time to time as may be assigned.

Except as otherwise provided by COUNTY, a workweek is defined to consist of seven (7) consecutive calendar days, Sunday through Saturday, consisting of forty (40) hours. SCHMIDT shall report for work at her regular established headquarters and shall return hereto at the conclusion of the day's work, except for off-site COUNTY business, or as otherwise established.

Section 2: Term

SCHMIDT agrees to remain in the exclusive employ of COUNTY until November 30, 2028, and further agrees to accept no other employment that may conflict with SCHMIDT's performance of duties until this termination date, unless said termination date is affected as hereinafter provided.

Section 3: Salary

For purposes of this agreement, SCHMIDT shall be considered an overtime-exempt County employee. The salary and benefits provided under this agreement shall constitute the total compensation for all services provided by SCHMIDT under this agreement.

In full consideration for services rendered, and the satisfactory job performance of specified duties, COUNTY agrees to pay SCHMIDT hereto an annual salary, payable in twenty-six (26) installments, on the same biweekly basis as other employees of the COUNTY and prorated on actual hours worked within the annual period. Annual salaries will be as follows:

December 1, 2024 through November 30, 2025	\$145,749.00 Annually
December 1, 2025 through November 30, 2026	\$153,037.00 Annually
December 1, 2026 through November 30, 2027	\$160,689.00 Annually
December 1, 2027 through November 30, 2028	\$168,723.00 Annually

In the event that, during the term of this contract, COUNTY agrees to adjustments in employment compensation, such as increases or reductions in salary, increased contributions to CalPERS, or changes to other benefits for all classifications represented by the Tehama County Management Employees Association, herein after called "TCMEA", SCHMIDT's employment compensation will be adjusted by an equal percentage. Any such adjustments shall be effective for all calendar months commencing after the effective date of the adjustment as stated in the Memorandum of Understanding between COUNTY and the TCMEA currently in effect (hereinafter the "MOU").

Notwithstanding any other provisions of this contract, the COUNTY's Board of Supervisors reserves the right, in its sole discretion, to increase the compensation paid by COUNTY to SCHMIDT during the term of this contract. The compensation stated in this contract shall not be deemed to be a fixed amount for the entire term of this contract, and may be increased, in the discretion of the Board of Supervisors, consistent with the California Constitution, Article XI, Section 10, subdivision (a).

Except as stated above, COUNTY shall not at any time during the term of this agreement reduce

the salary, compensation, or other financial benefits of SCHMIDT, except with the concurrence of SCHMIDT and then only to the degree of such a reduction across-the-board for all employees of the Department in which SCHMIDT is employed (including a reduction resulting from employee furloughs).

Except as provided in the cell phone allowance, partial months will be prorated based on the number of days this contract is in force during the month calculated as a percentage of the total number of calendar days in the month.

#### Section 4: Cellular Telephone Allowance

As SCHMIDT's duties require the use of a cellular telephone in the course of County business, COUNTY agrees to provide SCHMIDT a cellular telephone allowance of \$60 per month to cover all costs of related equipment and service. This cellular telephone allowance is not considered part of salary and is therefore not included in California Public Employees' Retirement System calculations for SCHMIDT and shall not be prorated.

#### Section 5: Automobile

Should it be required that SCHMIDT use her personal vehicle in the performance of her official County duties, it is agreed that SCHMIDT will be reimbursed at the approved County reimbursement rate. This mileage reimbursement is not considered part of salary and is therefore not included in California Public Employees' Retirement System calculations for SCHMIDT.

#### Section 6: Personal Time Off (PTO)

SCHMIDT at the time of execution of this agreement shall no longer be eligible to accrue sick leave; however, any existing sick leave balances shall be carried forward and available to SCHMIDT for use for a non-work-related absence due to:

- a. The inability of an employee to be present or perform the employee's duties because of personal illness, off-duty injury, or confinement for medical treatment.
- b. Personal medical or dental appointments, which are impractical to schedule outside of regular working hours.
- c. The need of the employee to attend to an immediate family member who is ill or injured for up to a maximum of six (6) days per fiscal year. For purposes of this Section, "Immediate family member" includes only: 1) A spouse or registered domestic partner; 2) A child, which for purposes of this article means a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the eligible employee stand in loco parentis. This definition of a child is applicable regardless of age or dependency status; 3) A biological, adoptive, or foster parent, stepparent, or legal guardian of an eligible employee or of the eligible employee's spouse or registered domestic partner, or a person who stood in loco parentis when the eligible employee was a minor child; 4) A grandparent, step-grandparent, or great grandparent; 5) A grandchild; ; 6) A sibling; and 7) a designated person.

Furthermore, at the time of execution of this agreement, SCHMIDT shall no longer be eligible to accrue vacation. Any existing vacation balances shall be converted to Personal Time Off (PTO) and be subject to the hour limit outlined below.

In lieu of accruing vacation or sick leave, SCHMIDT shall accrue and have credited to her personal

account, PTO leave. PTO shall accrue at a rate of 240 hours per year (9.23 hours per pay period) of full-time service (prorated for any part-time work or unpaid leaves). Accrual of PTO shall continue until such time SCHMIDT has accrued a total balance of five hundred (500) hours, at which point the accrual of additional time beyond 500 hours shall cease.

SCHMIDT shall have one (1) personal holiday (8 hours) added to her PTO balance each July 1st, subject to the 500-hour cap.

The Board of Supervisors may, in its discretion and at SCHMIDT's request, compensate SCHMIDT for up to sixty (60) hours of accumulated PTO leave, once per calendar year, in lieu of PTO time off with pay, consistent with the method utilized by COUNTY for members of the Management Unit.

#### Section 7: Management Leave

SCHMIDT shall have five (5) paid management leave days (40 hours) added to her Management Time Off (MTO) bank each July 1st. MTO and the MTO bank are separate and distinct from PTO and PTO bank. MTO does not constitute additional wages and shall not be considered vested for any purpose. All MTO shall be used within the fiscal year in which it was granted, or SCHMIDT will lose that MTO.

In the event that, during the term of this Agreement, COUNTY and the TCMEA agree to increase or decrease the number of paid MTO hours for employees represented by the Association, or that such adjustment is otherwise lawfully imposed by COUNTY, then the number of MTO hours credited to SCHMIDT hereunder shall be increased or decreased by an equal amount, commencing the following July 1st.

#### Section 8: Holidays

SCHMIDT shall be entitled to COUNTY holidays in accordance with members of the Management Unit.

Also consistent with the method utilized by COUNTY for members of the Management Unit, if SCHMIDT is in a non-pay status on both workdays immediately adjacent to the holiday, SCHMIDT shall not receive pay for the holiday.

#### Section 9: Health and Life Insurance

COUNTY agrees to provide comprehensive medical, vision, life and dental insurance for SCHMIDT and her dependents. The method utilized to calculate the portion of the premium, if any, paid by COUNTY shall be consistent with the method utilized by COUNTY to calculate the contribution for employees covered by the MOU. SCHMIDT may elect to participate in the County's Premium Only Section 125 benefit program, which allows pre-tax benefits for employees' contributions to the group health insurance premium.

COUNTY will make an Employee Assistance Program (EAP) available. The EAP will provide personal counseling on legal services and personal and work-related issues for SCHMIDT and/or members of her immediate family.

COUNTY will allow SCHMIDT to establish an employee-funded Flexible Spending Account, which currently provides employees with the options of Dependent Care Assistance and Unreimbursed Medical Expenses. The plan year maximum for Flexible Spending Accounts will be determined by the contribution limits set by the Internal Revenue Service.

#### Section 10: Retirement

The parties acknowledge and agree that SCHMIDT is a local miscellaneous member of the California Public Employees' Retirement System (CalPERS), and a "Classic" employee as defined in the California Public Employees' Pension Reform Act of 2013.

SCHMIDT shall participate in the CalPERS 2% at 55 defined benefit program, as set forth in the California Public Employees' Pension Reform Act of 2013. Retirement is integrated with Social Security.

The parties acknowledge and agree that the required CalPERS member contribution for SCHMIDT shall be seven percent (7%) of the compensation paid to SCHMIDT hereunder. COUNTY will not pay any part of the required member contribution on behalf of SCHMIDT.

The CalPERS retirement plan includes "Pre-Retirement Optional Settlement 2 Death Benefit" as described in Government Code 21548.

Upon Public Employees' Retirement System or Social Security Retirement or upon the death of an employee, the sick leave balance of an employee with less than fifteen (15) continuous years of County service shall be reduced by one hundred seventy-six (176) hours. The employee or the employee's estate shall be entitled to fifty per cent (50%) of the value of the sick leave remaining, if any. After fifteen (15) continuous years of County service and upon Public Employees' Retirement System or Social Security retirement or upon the death of any employee, the employee or the employee's estate shall be entitled to fifty per cent (50%) of the value of the employee's sick leave balance. Payment made under this Section shall be made in a lump sum if the value of the remaining sick leave is equal to or less than two thousand dollars (\$2,000.00) or in increments of not less than two thousand dollars (\$2,000.00) per month if the value of the remaining sick leave is greater than two thousand dollars (\$2,000.00).

#### Section 11: Deferred Compensation

SCHMIDT may participate in those Section 457 Deferred Compensation Plans the COUNTY offers to its other employees on the same terms as the MOU. In the event that, during the term of this Agreement, COUNTY and the TCMEA agree to increase or decrease the matching deposit for employees represented by the TCMEA, or that such adjustment is otherwise lawfully imposed by COUNTY, then the matching deposit provided to SCHMIDT hereunder shall be increased or decreased by an equal amount, commencing the following month.

#### Section 12: Professional and Official Travel

COUNTY hereby agrees to pay for travel and subsistence expenses of SCHMIDT in accordance with adopted COUNTY travel policy for professional and official travel, meetings and occasions adequate to continue the professional development of SCHMIDT and to adequately pursue necessary official functions for COUNTY, including conferences specific to the Assistant

Executive Director, Program functions and such other related national, regional, state and local governmental groups and committees thereof which SCHMIDT serves as a member, subject to the COUNTY budget as approved by the COUNTY Board of Supervisors.

COUNTY also agrees to pay for travel and subsistence expenses of SCHMIDT, in accordance with adopted county travel policy, for short courses, institutes and seminars that are necessary for her professional development and for the good of the COUNTY, subject to the COUNTY budget as approved by the COUNTY Board of Supervisors.

If SCHMIDT is assigned to temporary work at such distance from her regular headquarters that it is impractical to return thereto each day, or to her regular place of abode, SCHMIDT will be allowed personal expenses or per diem as established by the Board of Supervisors.

### Section 13: Resignation

Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of SCHMIDT to resign from her position with COUNTY. If SCHMIDT voluntarily resigns her position with COUNTY before expiration of the aforesaid term of her employment, then SCHMIDT shall give COUNTY two months' notice in advance, unless the parties agree otherwise.

### Section 14: Termination and Severance Pay

The Assistant Executive Director, Program serves at the will of the COUNTY. Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of the COUNTY to terminate the services of SCHMIDT at any time. If SCHMIDT is terminated by the COUNTY before expiration of the aforesaid term of employment, and if SCHMIDT is willing and able to perform her duties under this agreement, and if termination is for other than "just cause," then the COUNTY will pay SCHMIDT a lump-sum cash payment. Said lump-sum cash payment shall be equal to the lesser of three month's aggregate salary and benefits or the aggregate salary and benefits for the remaining term of this agreement.

If termination is for "just cause" or disability that cannot reasonably be accommodated, then no severance payment shall be made.

SCHMIDT shall also be compensated for all unused earned PTO leave in the same manner as is provided for unused earned vacation leave in the MOU. MTO is not considered vested, and SCHMIDT shall receive no compensation for unused MTO.

### Section 15: Industrial Injury or Illness

Should SCHMIDT be absent from work as a result of a work-related disability and is receiving temporary disability indemnity payments provided for by the Labor Code of the State of California, SCHMIDT may elect to utilize State Disability Insurance, MTO and/or PTO to supplement her temporary disability indemnity payments, up to a maximum of full salary. During the time SCHMIDT is receiving temporary disability indemnity payments, which are supplemented by State Disability Insurance and accrued leave, SCHMIDT shall continue to accumulate additional MTO/PTO, and is entitled to continuation of the employee's insurance benefit program on the normal premium-sharing formula. Following exhaustion of all accumulated MTO/PTO, SCHMIDT's insurance benefits shall be continued on the normal premium-sharing formula for a

maximum of six (6) full calendar months, following the date of exhaustion of other forms of County paid time off.

If SCHMIDT is absent by reason of industrial disability, SCHMIDT may be returned to work by COUNTY and given temporary light duties within the employee's ability to perform, with the consent of her physician. The duration of any such period of temporary work shall be determined by COUNTY. SCHMIDT shall be compensated at the then-current rate of pay while engaged in such temporary duties. COUNTY may require SCHMIDT when requesting to return to work after an absence caused by disability or illness, to submit to a medical examination by a physician or physicians approved by COUNTY for the purpose of determining that such employee is physically and mentally fit and able to perform the duties of the Assistant Executive Director, Program position without hazard to self or to her fellow workers, or to her own permanent health.

Nothing herein shall be construed nor applied in a way which is inconsistent with any employee right under the State of California Workers' Compensation Act or related statutes or be construed to waive any rights contained therein.

Should SCHMIDT return to work from a workplace industrial injury or illness, SCHMIDT shall receive up to four (4) hours of paid release time per visit or appointment with a physician or other appropriate healthcare provider providing ongoing medical treatment prescribed by the workers' compensation physician that is in relation to the industrial illness or injury itself. The release time is permitted until SCHMIDT has been deemed permanent and stationary by the workers' compensation physician or workers' compensation third party administrator.

#### Section 16: Incapacity and Unpaid Leave

Subject to all applicable provisions of the Family Medical Leave Act (FMLA), California Family Right Act (CFRA), and any other statute or regulation pertaining to leaves or disability, if SCHMIDT is permanently disabled and cannot be reasonably accommodated or is otherwise unable to perform her duties because of sickness, accident, injury, mental incapacity or health, COUNTY shall have the option to terminate this agreement.

In the event that a non-statutory leave is approved by the Board of Supervisors due to SCHMIDT's incapacity, or for any other reason, SCHMIDT shall not receive any salary, stipend or other compensation hereunder once SCHMIDT's accrued leave balances have been exhausted. Time spent on an unpaid leave of absence shall not be treated as COUNTY service for any purpose under this Agreement and SCHMIDT shall not accrue PTO benefits while on unpaid leave.

If the COUNTY believes SCHMIDT is abusing leave, they may require satisfactory evidence of sickness or disability before payment of leave will be made.

Should SCHMIDT fail to return to work within three workdays of the expiration of approved leave, SCHMIDT shall be deemed to have tendered an automatic resignation. However, when there are extenuating or mitigating circumstances which delay the employee's return, the COUNTY will allow SCHMIDT an opportunity to provide the circumstances to make a final determination of employment by way of appealing a finding that SCHMIDT had automatically resigned.

Health insurance will be continued on the normal premium share-of-cost basis for the duration of any statutory leaves of absence. Prior to five (5) years of continuous regular COUNTY service, if SCHMIDT is on a leave of absence beyond any accrued leaves, she may maintain the COUNTY's group health insurance coverage for one (1) full calendar month on the normal premium share-of-cost basis. After five (5) or more years of continuous regular COUNTY service, if SCHMIDT is on a leave of absence beyond any accrued leaves, SCHMIDT may maintain the COUNTY's group health insurance coverage for a total of three (3) months on the normal premium cost-sharing basis. SCHMIDT may receive the insurance continuation payment by the employer only once in a twelve (12) month period. The twelve (12) month period begins the date SCHMIDT returns to work from the leave of absence in which SCHMIDT completed the use of the one (1) month or three (3) month insurance continuation payment benefit referred to in this section.

#### Section 17: Performance Evaluation

The EXECUTIVE DIRECTOR shall review and evaluate the performance of SCHMIDT at least once during each year. Said review and evaluation shall be conducted in a manner consistent with COUNTY Department Head evaluation policies. Said criteria may be added to or deleted from as COUNTY may from time to time determine, in consultation with SCHMIDT. Further, the EXECUTIVE DIRECTOR shall provide SCHMIDT with a summary written statement of the findings and provide an adequate opportunity for SCHMIDT to discuss her evaluation with the EXECUTIVE DIRECTOR.

At the time of evaluation, the EXECUTIVE DIRECTOR and SCHMIDT shall define such goals and performance objectives that they determine necessary for the proper operation of the Health Services Agency Department and shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced to writing. The goals and objectives shall generally be attainable within the time and budgetary resources provided.

In effecting the provisions of this Section, EXECUTIVE DIRECTOR and SCHMIDT mutually agree to abide by the provisions of applicable law.

#### Section 18: Safety

COUNTY desires to maintain a safe place of employment for COUNTY employees and to that end, COUNTY shall make all reasonable provisions necessary for the safety of employees in the performance of their work.

#### Section 19: Indemnification

To the extent that SCHMIDT is acting in her official capacity as the Assistant Executive Director, Program, SCHMIDT shall be considered as a COUNTY employee for purposes of indemnity and the COUNTY shall defend, save harmless, and indemnify SCHMIDT against any tort, professional liability claim or demand or other legal action arising out of an alleged act or omission occurring within the course and scope of SCHMIDT's duties as Assistant Executive Director, Program.

#### Section 20: Bonding

COUNTY shall bear the full cost of any fidelity or other bonds required of SCHMIDT under any law or ordinance.

Section 21: Notices

Notices pursuant to this agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

- A. COUNTY: Chairman of the Board of Supervisors, 727 Oak Street, Red Bluff CA, 96080
- B. SCHMIDT: MICHELLE SCHMIDT at the permanent address on record with the COUNTY Auditor

Alternatively, notices required pursuant to this agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 22: General Provisions

- A. The text herein shall constitute the entire agreement between the parties.
- B. This agreement shall be binding upon and inure to the benefit of the heirs at law and executors of SCHMIDT.
- C. This agreement shall become effective commencing 12/1/2024.
- D. If any provision, or portion thereof, contained in this agreement is held unconstitutional, invalid or unenforceable, the remainder of this agreement or portion thereof shall be deemed severable, shall not be affected, and shall remain in full force and effect.

IN WITNESS WHEREOF, the Tehama County Board of Supervisors has caused this agreement to be signed and executed in its behalf by its Chairperson, and duly attested by the Clerk of Tehama County, and SCHMIDT has signed and executed this agreement, both in duplicate, the day and year first above written.

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JOHN LEACH  
Chairman, Board of Supervisors

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MICHELLE SCHMIDT  
Employee

Approved as to form:

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MARGARET LONG  
County Counsel



**E-Contract Review**  
**Approval as to Form**

Department Name: Health Services Agency

Vendor Name: Michelle Schmidt

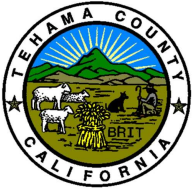
Contract Description: For the purpose of Assistant Executive Director  
employment contract

APPROVED AS TO FORM:



Date: 11/1/2024

Office of the Tehama County Counsel  
Margaret E. Long, Interim County Counsel



# Tehama County

## Agenda Request Form

File #: 24-2030

Agenda Date: 11/14/2024

Agenda #: 6.

### HEALTH SERVICES AGENCY / PERSONNEL / ADMINISTRATION - Chief Administrator Gabriel Hydrick

#### Requested Action(s)

a) AGREEMENT - Request approval and authorization for the Chair to sign an Employment Agreement with Jayme Bottke for the position of Executive Director, Health Services Agency, effective 11/16/24 through 11/15/27

#### Financial Impact:

There is no change in compensation within the employment agreement. The total salary, benefits, and roll-up costs for the first year of the new contract is approximately \$234,744.

#### Background Information:

Ms. Bottke was hired as the Executive Director, Health Services Agency in 2021. Ms. Bottke's employment agreement is set to expire November 15, 2024. The proposed agreement is a three-year term with an expiration date of November 15, 2027.

The salary within the employment agreement is status quo. The benefits contained in the employment agreement reflect the standard benefits provided in department head contracts which include a cell phone allowance of \$60 per month, 240 hours of Personal Time Off (PTO) per year, 40 hours of Management Time Off per fiscal year, one (1) personal holiday per fiscal year, Parental Leave, Bereavement Leave and participation in County sponsored Deferred Compensation plan on the same terms as employees in the Tehama County Management Employees Association (TCMEA).

Additionally, the proposed agreement clarifies Ms. Bottke is considered a 'classic employee' for purposes of the California Public Employee's Pension Reform Act of 2013 and stipulates Ms. Bottke shall participate in the CalPERS 2% at age 55 defined benefit program. It is the intent of this Section that Ms. Bottke pay the full member contribution required under Government Code section 7522.30. The County will not pay any portion of this contribution on behalf of Ms. Bottke. Additionally, in the event the County of Tehama agrees to a percentage increase in salary after the effective date of this contract, for all classifications represented by TCMEA, Ms. Bottke's salary will be increased by an equal percentage.

Without Board of Supervisor approval, Ms. Bottke's employment agreement will expire on November 15, 2024.

This is a contract, overtime exempt position.

**TEHAMA COUNTY**  
**and**  
**JAYME BOTTKE**  
**EMPLOYMENT AGREEMENT**  
for the position of  
**Executive Director, Health Services Agency**

THIS AGREEMENT, is made and entered into on November 12, 2024 and effective commencing November 16, 2024 by and between the Tehama County Board of Supervisors, hereinafter called “COUNTY” and JAYME BOTTKE, hereinafter called “BOTTKE” both of whom understand as follows:

WITNESSETH

WHEREAS, COUNTY desires to employ the services of BOTTKE as Executive Director, Health Services Agency from the effective date hereof until November 15, 2027; and

WHEREAS, it is the desire of COUNTY to provide certain benefits, to establish certain conditions of employment and to set working conditions for BOTTKE; and

WHEREAS, BOTTKE desires employment in the position described above; and

WHEREAS, except as otherwise provided herein, all provisions of the personnel rules and regulations of the COUNTY relating to leave, expense reimbursement, retirement and pension system contributions, and other benefits and working conditions as they now exist or hereafter may be amended, also shall apply to BOTTKE as they would to any employees of the County; and

WHEREAS, the COUNTY Board shall fix any such terms and conditions of employment, as it may determine from time to time, relating to the performance of BOTTKE provided such terms and conditions are not inconsistent with or in conflict with the provisions of this agreement or any other law.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1: Duties

COUNTY hereby agrees to employ BOTTKE as the Executive Director, Health Services Agency to perform the functions and duties as specified in the Executive Director, Health Services Agency classification specification heretofore or hereinafter approved by the Tehama County Board of Supervisors and to perform other legally permissible and proper duties and functions of the Health Services Agency Department from time to time as may be assigned.

Except as otherwise provided by COUNTY, a workweek is defined to consist of seven (7) consecutive calendar days, Sunday through Saturday, consisting of forty (40) hours. BOTTKE shall report for work at her regular established headquarters and shall return hereto at the conclusion of the day’s work, except for off-site COUNTY business, or as otherwise established.

Section 2: Term

BOTTKE agrees to remain in the exclusive employ of COUNTY until November 15, 2027 and further agrees to accept no other employment that may conflict with BOTTKE's performance of duties until this termination date, unless said termination date is affected as hereinafter provided.

Section 3: Salary

For purposes of this agreement, BOTTKE shall be considered an overtime-exempt County employee. The salary and benefits provided under this agreement shall constitute the total compensation for all services provided by BOTTKE under this agreement.

In full consideration for services rendered, and the satisfactory job performance of specified duties, COUNTY agrees to pay BOTTKE hereto an annual salary, payable in twenty-six (26) installments, on the same biweekly basis as other employees of the COUNTY, and prorated on actual hours worked within the annual period. Annual salaries will be as follows:

November 16, 2024 through November 15, 2025	\$186,239.00 Annually
November 16, 2025 through November 15, 2026	\$186,239.00 Annually
November 16, 2026 through November 15, 2027	\$186,239.00 Annually

In the event that, during the term of this contract, COUNTY agrees to adjustments in employment compensation, such as increases or reductions in salary, increased contributions to CalPERS, or changes to other benefits for all classifications represented by the Tehama County Management Employees Association, herein after called "TCMEA", BOTTKE's employment compensation will be adjusted by an equal percentage. Any such adjustments shall be effective for all calendar months commencing after the effective date of the adjustment as stated in the Memorandum of Understanding between COUNTY and the TCMEA currently in effect (hereinafter the "MOU"). Furthermore, BOTTKE reserves the right to confer with the Chief Administrator regarding her employment compensation at a later date.

Notwithstanding any other provisions of this contract, the COUNTY's Board of Supervisors reserves the right, in its sole discretion, to increase the compensation paid by COUNTY to BOTTKE during the term of this contract. The compensation stated in this contract shall not be deemed to be a fixed amount for the entire term of this contract, and may be increased, in the discretion of the Board of Supervisors, consistent with the California Constitution, Article XI, Section 10, subdivision (a).

Except as stated above, COUNTY shall not at any time during the term of this agreement reduce the salary, compensation or other financial benefits of BOTTKE, except with the concurrence of BOTTKE and then only to the degree of such a reduction across-the-board for all employees of the Department in which BOTTKE is employed (including a reduction resulting from employee furloughs).

Except as provided in the cell phone allowance, partial months will be prorated based on the number of days this contract is in force during the month calculated as a percentage of the total number of calendar days in the month.

#### Section 4: Cellular Telephone Allowance

As BOTTKE's duties require the use of a cellular telephone in the course of County business, COUNTY agrees to provide BOTTKE a cellular telephone allowance of \$60 per month to cover all costs of related equipment and service. This cellular telephone allowance is not considered part of salary and is therefore not included in California Public Employees' Retirement System calculations for BOTTKE and shall not be prorated.

#### Section 5: Automobile

Should it be required that BOTTKE use her personal vehicle in the performance of her official County duties, it is agreed that BOTTKE will be reimbursed at the approved County reimbursement rate. This mileage reimbursement is not considered part of salary and is therefore not included in California Public Employees' Retirement System calculations for BOTTKE.

#### Section 6: Personal Time Off (PTO)

BOTTKE at the time of execution of this agreement shall no longer be eligible to accrue sick leave; however, any existing sick leave balances shall be carried forward and available to BOTTKE for use for a non-work-related absence due to:

- a. The inability of an employee to be present or perform the employee's duties because of personal illness, off-duty injury, or confinement for medical treatment
- a. Personal medical or dental appointments, which are impractical to schedule outside of regular working hours
- b. The need of the employee to attend to an immediate family member who is ill or injured for up to a maximum of six (6) days per fiscal year. For purposes of this Section, "Immediate family member" includes only: 1) A spouse or registered domestic partner; 2) A child, which for purposes of this article means a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the eligible employee stand in loco parentis. This definition of a child is applicable regardless of age or dependency status; 3) A biological, adoptive, or foster parent, stepparent, or legal guardian of an eligible employee or of the eligible employee's spouse or registered domestic partner, or a person who stood in loco parentis when the eligible employee was a minor child; 4) A grandparent, step-grandparent, or great grandparent; 5) A grandchild; 6) A sibling; and 7) A designated person.

In lieu of accruing vacation or sick leave, BOTTKE shall accrue and have credited to her personal account, Personal Time Off (PTO) leave. PTO shall accrue at a rate of 240 hours per year (9.23 hours per pay period) of full-time service (prorated for any part-time work or unpaid leaves). Accrual of PTO shall continue until such time BOTTKE has accrued a total balance of five hundred (500) hours, at which point the accrual of additional time beyond 500 hours shall cease.

BOTTKE shall have one (1) personal holiday (8 hours) added to her PTO balance each July 1st, subject to the 500-hour cap.

The Board of Supervisors may, in its discretion and at BOTTKE's request, compensate BOTTKE for up to sixty (60) hours of accumulated PTO leave, once per calendar year, in lieu of PTO time off with pay, consistent with the method utilized by COUNTY for members of TCMEA.

### Section 7: Management Leave

BOTTKE shall have five (5) paid management leave days (40 hours) added to her Management Time Off (MTO) bank each July 1st. MTO and the MTO bank are separate and distinct from PTO and PTO bank. MTO does not constitute additional wages and shall not be considered vested for any purpose. All MTO shall be used within the fiscal year in which it was granted, or BOTTKE will lose that MTO.

In the event that, during the term of this Agreement, COUNTY and the TCMEA agree to increase or decrease the number of paid MTO hours for employees represented by TCMEA, or that such adjustment is otherwise lawfully imposed by COUNTY, then the number of MTO hours credited to BOTTKE hereunder shall be increased or decreased by an equal amount, commencing the following July 1st.

### Section 8: Holidays

BOTTKE shall be entitled to COUNTY holidays in accordance with members of TCMEA.

Also consistent with the method utilized by COUNTY for members of TCMEA, if BOTTKE is in a non-pay status on both workdays immediately adjacent to the holiday, BOTTKE shall not receive pay for the holiday.

### Section 9: Health and Life Insurance

COUNTY agrees to provide comprehensive medical, vision, life and dental insurance for BOTTKE and her dependents. The method utilized to calculate the portion of the premium, if any, paid by COUNTY shall be consistent with the method utilized by COUNTY to calculate the contribution for employees covered by the MOU. BOTTKE may elect to participate in the County's Premium Only Section 125 benefit program, which allows pre-tax benefits for employees' contributions to the group health insurance premium.

COUNTY will make an Employee Assistance Program (EAP) available. The EAP will provide personal counseling on legal services and personal and work related issues for BOTTKE and/or members of her immediate family.

COUNTY will allow BOTTKE to establish an employee-funded Flexible Spending Account, which currently provides employees with the options of Dependent Care Assistance and Unreimbursed Medical Expenses. The plan year maximum for Flexible Spending Accounts will be determined by the contribution limits set by the Internal Revenue Service.

### Section 10: Retirement

The parties acknowledge and agree that BOTTKE is a local miscellaneous member of the California Public Employees' Retirement System (CalPERS), and a "Classic" employee as defined in the California Public Employees' Pension Reform Act of 2013.

BOTTKE shall participate in the CalPERS 2% at 55 defined benefit program, as set forth in the California Public Employees' Pension Reform Act of 2013. Retirement is integrated with Social Security.

The parties acknowledge and agree that the required CalPERS member contribution for BOTTKE shall be seven percent (7%) of the compensation paid to BOTTKE hereunder. COUNTY will not pay any part of the required member contribution on behalf of BOTTKE.

The CalPERS retirement plan includes “Pre-Retirement Optional Settlement 2 Death Benefit” as described in Government Code 21548.

Upon Public Employees’ Retirement System or Social Security Retirement or upon the death of an employee, the sick leave balance of an employee with less than fifteen (15) continuous years of County service shall be reduced by one hundred seventy-six (176) hours. The employee or the employee's estate shall be entitled to fifty per cent (50%) of the value of the sick leave remaining, if any. After fifteen (15) continuous years of County service and upon Public Employees' Retirement System or Social Security retirement or upon the death of any employee, the employee or the employee’s estate shall be entitled to fifty per cent (50%) of the value of the employee's sick leave balance. Payment made under this Section shall be made in a lump sum if the value of the remaining sick leave is equal to or less than two thousand dollars (\$2,000.00) or in increments of not less than two thousand dollars (\$2,000.00) per month if the value of the remaining sick leave is greater than two thousand dollars (\$2,000.00).

#### Section 11: Deferred Compensation

BOTTKE may participate in those Section 457 Deferred Compensation Plans the COUNTY offers to its other employees on the same terms as the MOU. In the event that, during the term of this Agreement, COUNTY and the TCMEA agree to increase or decrease the matching deposit for employees represented by the TCMEA, or that such adjustment is otherwise lawfully imposed by COUNTY, then the matching deposit provided to BOTTKE hereunder shall be increased or decreased by an equal amount, commencing the following month.

#### Section 12: Professional and Official Travel

COUNTY hereby agrees to pay for travel and subsistence expenses of BOTTKE in accordance with adopted COUNTY travel policy for professional and official travel, meetings and occasions adequate to continue the professional development of BOTTKE and to adequately pursue necessary official functions for COUNTY, including conferences specific to the Executive Director, Health Services Agency functions and such other related national, regional, state and local governmental groups and committees thereof which BOTTKE serves as a member, subject to the COUNTY budget as approved by the COUNTY Board of Supervisors.

COUNTY also agrees to pay for travel and subsistence expenses of BOTTKE, in accordance with adopted county travel policy, for short courses, institutes and seminars that are necessary for her professional development and for the good of the COUNTY, subject to the COUNTY budget as approved by the COUNTY Board of Supervisors.

If BOTTKE is assigned to temporary work at such distance from her regular headquarters that it is impractical to return thereto each day, or to her regular place of abode, BOTTKE will be allowed personal expenses or per diem as established by the Board of Supervisors.

### Section 13: Resignation

Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of BOTTKE to resign from her position with COUNTY. If BOTTKE voluntarily resigns her position with COUNTY before expiration of the aforesaid term of her employment, then BOTTKE shall give COUNTY two months' notice in advance, unless the parties agree otherwise.

### Section 14: Termination and Severance Pay

The Executive Director, Health Services Agency serves at the will of the COUNTY. Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of the COUNTY to terminate the services of BOTTKE at any time. If BOTTKE is terminated by the COUNTY before expiration of the aforesaid term of employment, and if BOTTKE is willing and able to perform her duties under this agreement, and if termination is for other than "just cause," then the COUNTY will pay BOTTKE a lump-sum cash payment. Said lump-sum cash payment shall be equal to the lesser of three month's aggregate salary and benefits or the aggregate salary and benefits for the remaining term of this agreement.

If termination is for "just cause" or disability that cannot reasonably be accommodated, then no severance payment shall be made.

BOTTKE shall also be compensated for all unused earned PTO leave in the same manner as is provided for unused earned vacation leave in the MOU. MTO is not considered vested, and BOTTKE shall receive no compensation for unused MTO.

### Section 15: Industrial Injury or Illness

Should BOTTKE be absent from work as a result of a work-related disability, and is receiving temporary disability indemnity payments provided for by the Labor Code of the State of California, BOTTKE may elect to utilize State Disability Insurance, MTO and/or PTO to supplement her temporary disability indemnity payments, up to a maximum of full salary. During the time BOTTKE is receiving temporary disability indemnity payments, which are supplemented by State Disability Insurance and accrued leave, BOTTKE shall continue to accumulate additional MTO/PTO, and is entitled to continuation of the employee's insurance benefit program on the normal premium-sharing formula. Following exhaustion of all accumulated MTO/PTO, BOTTKE's insurance benefits shall be continued on the normal premium-sharing formula for a maximum of six (6) full calendar months, following the date of exhaustion of other forms of County paid time off.

If BOTTKE is absent by reason of industrial disability, BOTTKE may be returned to work by COUNTY and given temporary light duties within the employee's ability to perform, with the consent of her physician. The duration of any such period of temporary work shall be determined by COUNTY. BOTTKE shall be compensated at the then-current rate of pay while engaged in such temporary duties. COUNTY may require BOTTKE when requesting to return to work after an absence caused by disability or illness, to submit to a medical examination by a physician or physicians approved by COUNTY for the purpose of determining that such employee is physically and mentally fit and able to perform the duties of the Executive Director, Health Services Agency position without hazard to self or to her fellow workers, or to her own permanent health.



Nothing herein shall be construed nor applied in a way which is inconsistent with any employee right under the State of California Workers' Compensation Act or related statutes, or be construed to waive any rights contained therein.

Should BOTTKE return to work from a work place industrial injury or illness, BOTTKE shall receive up to four (4) hours of paid release time per visit or appointment with a physician or other appropriate healthcare provider providing ongoing medical treatment prescribed by the workers' compensation physician that is in relation to the industrial illness or injury itself. The release time is permitted until BOTTKE has been deemed permanent and stationary by the workers' compensation physician or workers' compensation third party administrator.

#### Section 16: Incapacity and Unpaid Leave

Subject to all applicable provisions of the Family Medical Leave Act (FMLA), California Family Right Act (CFRA), and any other statute or regulation pertaining to leaves or disability, if BOTTKE is permanently disabled and cannot be reasonably accommodated, or is otherwise unable to perform her duties because of sickness, accident, injury, mental incapacity or health, COUNTY shall have the option to terminate this agreement.

In the event that a non-statutory leave is approved by the Board of Supervisors due to BOTTKE's incapacity, or for any other reason, BOTTKE shall not receive any salary, stipend or other compensation hereunder once BOTTKE's accrued leave balances have been exhausted. Time spent on an unpaid leave of absence shall not be treated as COUNTY service for any purpose under this Agreement and BOTTKE shall not accrue PTO benefits while on unpaid leave.

If the COUNTY believes BOTTKE is abusing leave, they may require satisfactory evidence of sickness or disability before payment of leave will be made.

Should BOTTKE fail to return to work within three workdays of the expiration of approved leave, BOTTKE shall be deemed to have tendered an automatic resignation. However, when there are extenuating or mitigating circumstances which delay the employee's return, the COUNTY will allow BOTTKE an opportunity to provide the circumstances to make a final determination of employment by way of appealing a finding that BOTTKE had automatically resigned.

Health insurance will be continued on the normal premium share-of-cost basis for the duration of any statutory leaves of absence. Prior to five (5) years of continuous regular COUNTY service, if BOTTKE is on a leave of absence beyond any accrued leaves, she may maintain the COUNTY's group health insurance coverage for one (1) full calendar month on the normal premium share-of-cost basis. After five (5) or more years of continuous regular COUNTY service, if BOTTKE is on a leave of absence beyond any accrued leaves, BOTTKE may maintain the COUNTY's group health insurance coverage for a total of three (3) months on the normal premium cost-sharing basis. BOTTKE may receive the insurance continuation payment by the employer only once in a twelve (12) month period. The twelve (12) month period begins the date BOTTKE returns to work from the leave of absence in which BOTTKE completed the use of the one (1) month or three (3) month insurance continuation payment benefit referred to in this section.

#### Section 17: Performance Evaluation

The Chief Administrator shall review and evaluate the performance of BOTTKE at least once during each year. Said review and evaluation shall be conducted in a manner consistent with COUNTY Department Head evaluation policies. Said criteria may be added to or deleted from as COUNTY may from time to time determine, in consultation with BOTTKE. Further, the COUNTY Chief Administrator shall provide BOTTKE with a summary written statement of the findings and provide an adequate opportunity for BOTTKE to discuss her evaluation with the Chief Administrator, and as appropriate, the Board of Supervisors.

At the time of evaluation, COUNTY and BOTTKE shall define such goals and performance objectives that they determine necessary for the proper operation of the Health Services Agency Department and shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced to writing. The goals and objectives shall generally be attainable within the time and budgetary resources provided.

The Board of Supervisors has authorized the Chief Administrator to supervise BOTTKE. The Chief Administrator will have the authority to counsel and discipline BOTTKE up to and including a three (3) day unpaid suspension. All higher levels of discipline must be approved by the Board of Supervisors.

In effecting the provisions of this Section, COUNTY and BOTTKE mutually agree to abide by the provisions of applicable law.

#### Section 18: Safety

COUNTY desires to maintain a safe place of employment for COUNTY employees and to that end, COUNTY shall make all reasonable provisions necessary for the safety of employees in the performance of their work.

#### Section 19: Indemnification

To the extent that BOTTKE is acting in her official capacity as the Executive Director, Health Services Agency, BOTTKE shall be considered as a COUNTY employee for purposes of indemnity and the COUNTY shall defend, save harmless, and indemnify BOTTKE against any tort, professional liability claim or demand or other legal action arising out of an alleged act or omission occurring within the course and scope of BOTTKE's duties as Executive Director, Health Services Agency.

#### Section 20: Bonding

COUNTY shall bear the full cost of any fidelity or other bonds required of BOTTKE under any law or ordinance.

#### Section 21: Notices

Notices pursuant to this agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

- A. COUNTY: Chairman of the Board of Supervisors, 727 Oak Street, Red Bluff CA, 96080
- B. BOTTKE: JAYME BOTTKE at the permanent address on record with the COUNTY Auditor

Alternatively, notices required pursuant to this agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 22: General Provisions

- A. The text herein shall constitute the entire agreement between the parties.
- B. This agreement shall be binding upon and inure to the benefit of the heirs at law and executors of BOTTKE.
- C. This agreement shall become effective commencing 11/16/2024.
- D. If any provision, or portion thereof, contained in this agreement is held unconstitutional, invalid or unenforceable, the remainder of this agreement or portion thereof shall be deemed severable, shall not be affected, and shall remain in full force and effect.

IN WITNESS WHEREOF, the Tehama County Board of Supervisors has caused this agreement to be signed and executed in its behalf by its Chairperson, and duly attested by the Clerk of Tehama County, and BOTTKE has signed and executed this agreement, both in duplicate, the day and year first above written.

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JOHN LEACH  
Chairman, Board of Supervisors

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JAYME BOTTKE  
Employee

Approved as to form:

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MARGARET LONG  
County Counsel

**E-Contract Review**  
**Approval as to Form**

Department Name: Administration

Vendor Name: Jayme Bottke

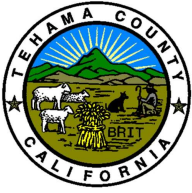
Contract Description: For the purpose of employment contract

APPROVED AS TO FORM:



Date: 11/6/2024

Office of the Tehama County Counsel  
Margaret E. Long, Interim County Counsel



# Tehama County

## Agenda Request Form

**File #:** 24-2031

**Agenda Date:** 11/14/2024

**Agenda #:** 7.

### ADMINISTRATION - Chief Administrator Gabriel Hydrick

#### Requested Action(s)

- a) Staff report on the current status of the Development Impact Fee accounts for Fiscal Year 2023/24
- b) Request to designate the Tehama County Administrative Office and the Clerk of the Board's Office as two locations where the report will be available for public review and to receive written requests for mailed notices
- c) Board discussion and direction to staff to set a public hearing, as required pursuant to Government Code section 66006, on 12/10/24 at 10:00 a.m. to review the current status of the Development Impact Fee accounts for Fiscal Year 2023/24

#### Financial Impact:

No financial impact at this time.

#### Background Information:

On 11/24/15, The Board of Supervisors adopted Ordinance No. 2018 establishing development impact fees for library, general government, sheriff, corrections, fire protection, parks and recreation, and transportation facilities. The proposed fees were implemented at 50% of the "full fee" effective January 1, 2017. The remaining 50% was anticipated to be considered for adoption no sooner than January 1, 2020. In February 2021, the board decided to table any further consideration of a fee increase indefinitely. On 2/27/18, the Board of Supervisors entered into an agreement with the Capay Fire Protection District to give the District control of fire fees collected within its boundaries.

The revenues from each of these fees are divided in separate dedicated funds, based upon the impacts of new development on specific types of public facilities (library, general government, sheriff, corrections, fire protection, parks and recreation, and transportation facilities). These funds are legally restricted to financing these specific types of facilities, and cannot be used for any other purpose.

California Government Code 66000 et seq. sets forth the conditions under which local agencies may collect fees from new development to mitigate the impact of new development and establishes the findings that must be made by the Board of Supervisors with respect to the portion of the account remaining unexpended. These findings include:

1. Identify the purpose to which the fee is to be put.
2. Demonstrate a reasonable relationship between the fee and the purpose for which it is charged.
3. Identify all sources and amounts of funding anticipated to complete financing in incomplete

improvements

4. Designate the approximate dates on which the funding is expected to be deposited into the appropriate account.

As per Government Code section 66006, a public hearing must be set to review the report at the next scheduled meeting not less than 15 days after the report has been made available to the public. The report shall include a description of the type of fee, the amount of the fee, the beginning and ending balance of the account, the amount of fees collected and interest earned, an identification of each public project on which fees were expended, an approximate date on which any projects will be completed, a description of any transfers from other funding sources to complete the project and the amount of any refunds made. Staff is requesting to set a public hearing for December 10, 2024 at 10:00 a.m. Pursuant to Government Code section 66006(a)(2), notices shall be mailed to any interested party who files a written request with the local agency for mailed notice of the meeting and that all written requests are valid for one year from the date on which it is filed.

## NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that on ***Tuesday, December 10, 2024*** at 10:00 a.m., or soon thereafter as may be heard, in the Board Chambers located at 727 Oak St., Red Bluff, California, the Tehama County Board of Supervisors will conduct a public hearing to review the Development Impact Fee annual report.

All interested persons are invited to attend and be heard. Information regarding the Development Impact Fee annual report will be available at the Tehama County Clerk of the Board of Supervisors Office, 633 Washington St., Rm. 12, Red Bluff, California and 727 Oak St., Room 202, Red Bluff, California at least fifteen days prior to the public hearing, and may also be obtained by contacting Jennifer Vise, Tehama County Clerk & Recorder, 633 Washington St., Rm. 11, Red Bluff, California, (530) 527-3350. Written comments may be delivered at or prior to the public hearing to the Tehama County Clerk of the Board of Supervisors Office, 633 Washington St., Rm. 12, P.O. Box 250, Red Bluff, California, 96080

SEAN HOUGHTBY,  
Clerk of the Board of Supervisors

### RED BLUFF DAILY NEWS:

PUBLISH:

MAKE:

CHARGE: Tehama County Clerk & Recorder  
P.O. Box 250  
Red Bluff, CA 96080

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SEAN HOUGHTBY,  
Clerk of the Board of Supervisors

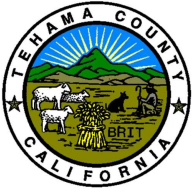
### RED BLUFF DAILY NEWS:

PUBLISH:

MAKE:

CHARGE: Tehama County Clerk & Recorder  
P.O. Box 250  
Red Bluff, CA 96080





# Tehama County

## Agenda Request Form

File #: 24-2032

Agenda Date: 11/14/2024

Agenda #: 8.

### BOARD OF SUPERVISORS - Park Fire Emergency Continuations

#### Requested Action(s)

- a) Determine that there is a need to continue the emergency proclamation issued by the Sheriff as Director of Emergency Services, proclaiming the existence of the local emergency in Tehama County caused conditions of peril
- b) Determine that there is a need to continue the local health emergency proclamation issued by the Tehama County Public Health Officer, proclaiming the existence of the local emergency in Tehama County caused conditions of peril

#### Financial Impact:

The requested action has no financial impact. Total impacts of the fire are still being quantified, and State and Federal assistance are being sought.

#### Background Information:

At the July 30, 2024 meeting, the Board of Supervisors ratified the Tehama County Sheriff's emergency proclamation for the Park Fire. At the August 6, 2024 meeting, the Board of Supervisors also ratified the Tehama County Public Health Officer's local health emergency proclamation related to hazardous waste as a result of the fire.

Both emergency proclamations required ratification from the Board of Supervisors within 7 days, and for the Board to extend the emergency every 30 days thereafter. Both were extended by Board action August 27, September 24, and October 22.

At this point, staff is requesting to extend the emergency proclamation to accommodate emergency measures still being undertaken by Public Works to mitigate active hazards and keep County roadways safe. It is anticipated that this will continue into the Winter months as we see potential flooding and debris flows, and continue to evaluate hazardous conditions.

The local health emergency proclamation is anticipated to continue as agencies work on hazardous debris cleanup.

The "State of Emergency" is declared when, in the opinion of the director, the locally available resources are inadequate to cope with the emergency. This action allows state of federal assistance to become available to local government, individuals and businesses. In the event that significant damage does occur, government relief programs would not be available to those suffering losses without the declaration of local emergency.

Pursuant to Section 101080 of the California Health and Safety Code, the Local Health Officer is authorized to declare a local health emergency whenever the Local Health Officer reasonably

determines that hazardous waste or waste that may become hazardous waste, is an immediate threat to public health. This action allows state and federal assistance to become available to local government, individuals and businesses.



## DEPARTMENT OF ENVIRONMENTAL HEALTH

633 WASHINGTON STREET, ROOM 36

RED BLUFF, CA 96080

Phone (530) 527-8020 Fax (530) 527-6617

Tia Branton, REHS  
Director

### LOCAL HEALTH EMERGENCY PROCLAMATION BY THE TEHAMA COUNTY HEALTH OFFICER

WHEREAS, California Health and Safety Code, Division 101, Part 3, Chapter 2, Article 2, Sections 101075 through 101095, confer upon Local Health Officers of the political subdivisions of the State of California, emergency powers necessary to protect public health and safety; and

WHEREAS, Section 101080 of the California Health and Safety Code provides that the Local Health Officer may declare a local emergency in his jurisdiction or any area affected by the threat to public health; and

WHEREAS, Section 101080 of the California Health and Safety Code authorizes a Local Health Officer to declare a local health emergency whenever the Local Health Officer reasonably determines that hazardous waste or waste that may become hazardous waste, is an immediate threat to the public health; and

WHEREAS, Section 101075 of the California Health and Safety Code defines "Hazardous Waste" as waste or combination of wastes, that because of its quality, concentration, or physical chemical, or infectious characteristics may do any of the following: (1) cause, or significantly contribute to an increase in mortality or an increase in serious irreversible, or incapacitating reversible, illness; or (2) pose a substantial present or potential hazard to human health or environment when improperly treated, stored, transported, or disposed of, or otherwise managed; and

WHEREAS, on July 26, 2024, Governor Newsom proclaimed a state of emergency to exist in Tehama County as a result of the Park Fire, and made available State resources to assist in combating the wildfire; and

WHEREAS, on July 30, 2024 of Supervisors of the County of Tehama ratified the Emergency Proclamation by the Emergency Services Director and adopted a resolution proclaiming the local emergency status; and

WHEREAS, the County of Tehama will seek state and federal assistance for emergency mitigation of hazardous wastes and substances that may pose a threat to residents and the environment; and

WHEREAS, this wildfire continues to threaten people and destroy homes; and

WHEREAS, approximately 391,000 acres have burned, and the wildfire is eighteen percent contained; and

WHEREAS, homes and businesses have been destroyed, and thousands of dollars in damage to public and private infrastructure has occurred; and

WHEREAS, the County of Tehama Health Officer hereby finds as follows:

1. Debris and ash from structure fires can contain hazardous substances. For example, building materials such as siding, roofing tiles, insulation, or household items such as paint, gasoline, cleaning products, pesticides, compressed gas cylinders, and chemicals can result in dangerous ash that contains asbestos, heavy metals, and other hazardous materials; and

2. Such waste is a threat to public health because it is hazardous waste and can cause or significantly contribute to an increase in mortality or an increase in serious irreversible or incapacitating reversible illness; or pose a substantial present or potential hazard to human health or environment when improperly treated, stored, transported, disposed of, or otherwise managed; and

3. Hazardous debris that remains after a wildfire can expose residents to toxic materials, improper transport and disposal of fire debris can create dangerous health impacts to workers removing the debris, such debris can threaten water supplies, and such harmful material can spread throughout the community at large; and

4. Persons with heart or lung disease, older adults, children (including teenagers), persons with diabetes, and pregnant women are particularly vulnerable to the presence of such hazardous waste; and

5. The threat to public health creates the immediate need to facilitate assistance and undertake preventive measures to protect the health of people and the environment and to inform the affected public of any potential health issues associated with the hazardous waste created by the Park Fire, thereby warranting the declaration of the existence of a local health emergency; and

6. Regardless of cause, any commercial or domestic structure fires which have or will occur in Tehama County from the time the Park Fire began until the conclusion of the local health emergency will significantly contribute to the hazardous waste load; and

7. Assistance to private property owners and to others within Tehama County is needed for timely implementation of necessary preventative measures to protect public health and the environment; and

8. The scope and breadth of the Park Fire hazardous waste cleanup requires a rapid response due to the large area affected, the location of the fire, the number of structures damaged or destroyed and the imminent threat to public health; and

9. The potential beginning of the rainy season offers little time to mitigate further environmental contamination, including contamination of the watershed, and, therefore, time is of the essence in removing hazardous waste from property sites; and

10. The protection of the County's natural resources and watershed from fire related debris runoff needs to be addressed; and

11. Immediate action is necessary to mitigate the harm that could be caused to the public health and safety and to the environment from improper disturbance, removal, and/or disposal of hazardous waste, including but not limited to toxic, flammable, corrosive, and reactive materials from property sites located within the Park Fire area because such debris can create dangerous health impacts.

NOW, THEREFORE, THE TEHAMA COUNTY HEALTH OFFICER DECLARES as follows:

1. A local health emergency exists East of the I-5 Corridor including but not limited to; the communities known as Campbellville, Paynes Creek, Sky Ranch, Dales Station, Mineral, Mill Creek and Manton due to the hazardous waste and materials created by the Park Fire, and that such condition may be exacerbated by the ongoing fires and upcoming rainy season and will continue until the conclusion of this local health emergency.

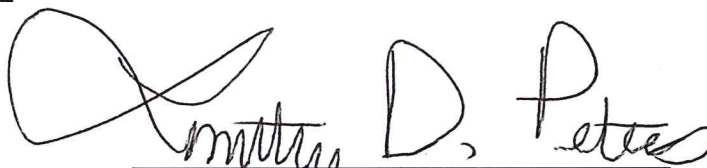
2. During the existence of said local health emergency, the powers, functions, and duties of the Tehama County Local Health Officer shall be those prescribed by state law, including the provisions of Section 101085 of the California Health and Safety Code, and any ordinances and resolutions approved by the Tehama County Board of Supervisors.

3. In connection with the foregoing declaration of local health emergency, the Tehama County Health Officer orders that immediate action be taken to remove the hazardous waste from property sites within the Park Fire area that are toxic, flammable, corrosive, or reactive and create an imminent threat to public health and safety.

4. A Local Health Emergency is declared in Tehama County commencing on this 1st day of August 2024.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the local health emergency declared by the County's Health Officer on August 1, 2024, throughout Tehama County is hereby ratified. The Board of Supervisors shall review, at least every sixty days until the local health emergency is terminated, the need for continuing the local health emergency.

Dated: August 1, 2024



Dr. Timothy Peters  
Public Health Officer  
County of Tehama  
Department of Environmental Health



# Tehama County

## Minutes Certification

727 Oak Street, Red  
Bluff, CA 96080  
(530) 527-4655  
<http://www.co.tehama.ca.us>

**File Number: 24-1247**

### **HEALTH SERVICES AGENCY / PUBLIC HEALTH / ENVIRONMENTAL HEALTH - Health Services Executive Director Jayme Bottke and Environmental Health Director Tia Branton**

- a) Pursuant to California Health and Safety Code, Division 101, Part 3, Chapter 2, Article, 2, Sections 101075 through 101095, request ratification of the proclamation, issued by Tehama County Public Health Officer, proclaiming the existence of a local health emergency in Tehama County causing conditions of peril; and that a copy of this proclamation be forwarded to California Emergency Management Agency.

Environmental Health Services Director Tia Branton spoke about ratifying the proclamation for the local fire emergency due to the hazardous debris and looking to seek federal and state assistance.

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	William Moule
<b>SECONDER:</b>	Pati Nolen
<b>AYES:</b>	Supervisor Moule, Supervisor Carlson, Supervisor Nolen, Vice Chair Hansen and Chairperson Leach

I, JENNIFER VISE, County Clerk and ex-officio Clerk of the Board of Supervisors of the County of Tehama, State of California, hereby certify the above and foregoing to be a full, true and correct copy of an order adopted by said Board of Supervisors on 8/6/2024.

Attest:   
Deputy

**August 13, 2024**  
**Date Certified**

**Proclamation of a Local Emergency by the Director of Emergency Services**

**WHEREAS**, Tehama County Ordinance Number 2.18.050 empowers the Tehama County Sheriff, as the Tehama County Director of Emergency Services, to declare the existence or threatened existence of a local emergency when Tehama County is affected or likely effected by a public calamity and the Tehama County Board of Supervisors are not in session, and;

**WHEREAS**, the Park Fire has burned into southeastern Tehama County and rapidly advanced, causing conditions of peril, and;

**WHEREAS**, while the result of damage is not yet known due to the rapid progress of the incident, it has been confirmed that multiple structures have been damaged or destroyed in Tehama County, and that these conditions are likely to be beyond the control of the services, personnel, equipment, and facilities of Tehama County, and;

**WHEREAS**, under Government Code section 8630 (b), the local emergency shall not remain in effect for more than seven days unless ratified by the Board of Supervisors, and;

**WHEREAS**, the Tehama County Director of Emergency Services hereby finds that there exists an imminent and proximate threat to public safety and public health as a result of the Park Fire, and;

**WHEREAS**, the County of Tehama is requesting State CDAA (California Disaster Assistance Act) and any other Federal assistance to reduce the extreme peril and return critical infrastructure to a safe state for the Citizens of Tehama County;

**NOW, THEREFORE, BE IT HEREBY DECLARED** that a local emergency now exists throughout Tehama County, and Tehama County Authorities will be asking for State and Federal assistance as a result of the local emergency;

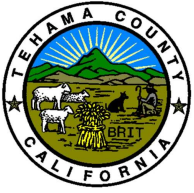
**IT IS FURTHER DELARED AND ORDERED** that during the existence of said local emergency the powers, functions, and duties of the emergency organization of Tehama County shall be those prescribed by state law, by ordinances and by resolutions of Tehama County; and that this emergency declaration shall expire in seven days after issuance unless confirmed and ratified by the Tehama County Board of Supervisors.

Dated: 7.26.2024 By: 

Director of Emergency Services/Sheriff  
County of Tehama  
State of California

Print Name: Dave Kain  
Address: 22840 Antelope Blvd  
Red Bluff, CA 96080





# Tehama County

## Agenda Request Form

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**File #:** 24-2033

**Agenda Date:** 11/14/2024

**Agenda #:** 9.

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### CLOSED SESSION

#### **Requested Action(s)**

a) PERSONNEL / PUBLIC EMPLOYEE APPOINTMENT OR EMPLOYMENT (Government Code Section 54957)

Title: Director of Planning

#### **Financial Impact:**

None.

#### **Background Information:**

None.