COMMISSIONERS
COUNTY OF COLUSA:
GARY EVANS
KENT BOES, CHAIR
DAURICE K. SMITH
City Colusa:
JOSH HILL
TOM REISCHE
City of Williams:
FRANK KENNEDY, VICE-CHAIR

COUNTY OF COLUSA
TRANSPORTATION COMMISSION &
TRANSIT AGENCY
1215 MARKET STREET,
COLUSA, CA 95932
TELEPHONE 530-458-0508
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Michael Azevedo,
Public Works Director
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COLUSA COUNTY TRANSPORTATION COMMISSION
&
TRANSIT AGENCY

Agenda

November 23, 2021

Colusa County Board of Supervisors Chambers
546 Jay Street, Suite 108
Colusa, CA 95932

3:00 p.m. CALL TO ORDER/ROLL CALL

I. PERIOD OF PUBLIC COMMENT (TRANSIT AND/OR TRANSPORTATION)

II. MINUTES APPROVAL
1. Minutes Approval
Transportation Commission & Transit Agency – Regular Meeting – September 28, 2021.

III. REPORTS (TRANSIT AND/OR TRANSPORTATION)
1. Executive Director
2. Transit Manager
3. Caltrans
4. City of Colusa
5. City of Williams
6. California Highway Patrol

IV. SITTING AS THE COLUSA COUNTY TRANSPORTATION COMMISSION
1. Approve First Amendment to the 21/22 Overall Work Plan (OWP).

2. Adopting a Resolution of the Colusa County Transportation Commission Adopting the 2022 Colusa County Regional Transportation Improvement Program for the 2022 State Transportation Improvement Program.

V. SITTING AS THE COLUSA COUNTY TRANSIT AGENCY
1. Ratify contract with **Chico State Enterprise (SUB21-008)** for the daily transportation of seniors, effective July 1, 2021.

ADJOURN

PERIOD OF PUBLIC COMMENT: Any person may speak about any subject of concern, provided it is within the purview of the Transportation Commission and Transit Agency and is not already on today's agenda. The total amount of time allotted for receiving such public communication shall be limited to a total of **15 minutes per issue** and each individual or group will be limited to no more than **5 minutes each**. **Note:** No Board action shall be taken on comments received.

ADA COMPLIANCE: Upon request, Agendas will be made available in alternative formats to accommodate persons with disabilities. In addition, any person with a disability who requires a modification or accommodation to participate or attend this meeting may request necessary accommodation. Please make your request to the County Board Clerk, specifying your disability, the format in which you would like to receive this Agenda, and any other accommodation required no later than 24 hours prior to the start of the meeting.

All supporting documentation is available for public inspection and review in the Office of the Board Clerk, 547 Market Street, Suite 102, Colusa, CA 95932 during regular business hours 8:30 a.m. to 5:00 p.m., Monday through Friday.

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Transportation Commission & Transit Agency
Board Chambers
546 Jay Street, Suite 108
Colusa, CA 95932

Minutes

August 31, 2021

The Colusa County Transportation Committee (CCTC) and the Colusa County Transit Agency (CCTA) meet in Regular Session this 31st day of August 2021 at the hour of 3:00 p.m. Present: Commissioners Frank Kennedy, Daurice K. Smith, Gary J. Evans, Josh Hill and Kent S. Boes. Absent: Commissioner Tom Reische.

I. PERIOD OF PUBLIC COMMENT (TRANSIT AND/OR TRANSPORTATION)
None.

II. MINUTES APPROVAL
1. Minutes Approval
Transportation Commission & Transit Agency – Regular Meeting – June 22, 2021.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Smith
SECONDER:	Evans
AYES:	Boes, Kennedy, Smith, Evans, Hill
ABSENT:	Reische

III. REPORTS (TRANSIT AND/OR TRANSPORTATION)
1. Executive Director
Mr. Azevedo updates the Commissioners on projects to be programmed for the 2022 Regional Transportation Improvement Plan (RTIP) and the State Transportation Improvement Plan (STIP).

2. Transit Manager
Mr. Simms updates the Commissioners on the passenger count report.

3. Caltrans

Minutes Acceptance: Minutes of Sep 28, 2021 3:00 PM (Minutes Approval)

None.

4. City of Colusa
None.

5. City of Williams
None.

6. California Highway Patrol
None.

IV. SITTING AS THE COLUSA COUNTY TRANSIT AGENCY

Chair Boes declares a recess at 3:03 p.m. and states the Commissioners are now sitting as the Colusa County Transit Agency with all Commissioners present, except Commissioner Reische.

1. Adopt **Resolution No. 2022-001** authorizing federal formula grant funding under Federal Transportation Administration Section 5311 (49 U.S.C. Section 5311) with California Department of Transportation.

Comments received by Mr. Simms.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Kennedy
SECONDER:	Smith
AYES:	Boes, Kennedy, Smith, Evans, Hill
ABSENT:	Reische

2. Adopt **Resolution No. 2022-002** authorizing federal formula grant funding under Federal Transportation Administration for CRRSAA with California Department of Transportation as revised.

Comments received by Mr. Simms.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Smith
SECONDER:	Hill
AYES:	Boes, Kennedy, Smith, Evans, Hill
ABSENT:	Reische

3. Adopt **Resolution No. 2022-003** approving a State of Good Repair List Of Projects For FY 2021/2022 Under the Road Repair and Accountability Act of 2017.

Comments received by Mr. Simms.

Minutes Acceptance: Minutes of Sep 28, 2021 3:00 PM (Minutes Approval)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Smith
SECONDER:	Evans
AYES:	Boes, Kennedy, Smith, Evans, Hill
ABSENT:	Reische

Chair Boes adjourned the meeting at 3:08 p.m. to reconvene in Regular Session on September 28, 2021 at the hour of 3:00 p.m.

_____
Kent S. Boes, Chair

Attest: Michael Azevedo,
Secretary to the Transportation
Commission & Transit Agency

BY_____
Patricia Rodriguez, Deputy Clerk

Minutes Acceptance: Minutes of Sep 28, 2021 3:00 PM (Minutes Approval)

COUNTY OF COLUSA, CA

Request For Transportation Commission and Transit Agency

MEETING DATE: **November 23, 2021**

DEPARTMENT: **Transportation Commission**

FROM: **Michael Azevedo**

SUBJECT: **Approve First Amendment to the 21/22 Overall Work Plan (OWP).**

Approve First Amendment to the 21/22 Overall Work Plan (OWP).

Detailed Description/Background of request

On September 24, 2021, the Department received the 2020-21 Rural Planning Assistance (RPA) reconciliation letter requesting concurrence the RPA carry over for the FY 20-21 OWP. Accounting review indicates the amount to be consistent with the Departments records.

As provided in Section 2.18 of the 2017 Regional Planning Handbook, Staff submits Amendment 01 to the FY 21/22 OWP for consideration and action.

Prior Board Action

Final OWP approved June 2021

Fiscal Impact/Funding Source

$39,500 in Rural Planning Assistance is made available to CCTC.

Action for the Clerk

ATTACHMENTS:

- 21-22 OWP amnd 01 (PDF)
- 21-22 OWP amnd 01 Memo (DOC)
- Colusa 20-21 Rec Letter for Signature_ (PDF)



Colusa County Transportation Commission

Colusa County ~ City of Colusa ~ City of Williams

2021/22 Overall Work Program

Final June, 2021

Amd 01 October, 2021

Attachment: 21-22 OWP amnd 01 (6984 : Approve first Amendment to the 21/22 Overall Work Plan (OWP))

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FY 2021/2022 Debarment and Suspension Certification Certification..... Error! Bookmark not defined.

Introduction

The Colusa County Transportation Commission (CCTC) is a single county, Regional Transportation Planning Agency (RTPA). The public agencies that coordinate transportation planning activities through the CCTC include the Cities of Colusa and Williams, Colusa County, California Department of Transportation, Colusa Indian Community, U.S. Department of Interior, Bureau of Reclamation, and the U.S. Forest Service.



The RTPA's jurisdiction is predominately rural in nature, consisting of approximately 1,151 square miles with many scattered small communities. The current estimated population is 21,600, with a density of 18.7 persons per square mile. Transportation and the regional economy are oriented to farming, ranching, and recreation. There are approximately 712 miles of maintained roads within the County, 27 miles in the City of Colusa, 26 miles in the City of Williams, and 160 miles in the U.S. Forest.

In 2019, CCTC updated the Regional Transportation Plan (RTP). The RTP defines planning transportation goals and objectives relevant to this rural region as specified in Section 134 of Title 23 of the United States Government Code Section 650809(b). The RTP lists specific short term and long-term transportation projects to be implemented as part of an overall multi-modal plan. Per SB375, the CCTC now updates the RTP every four years.

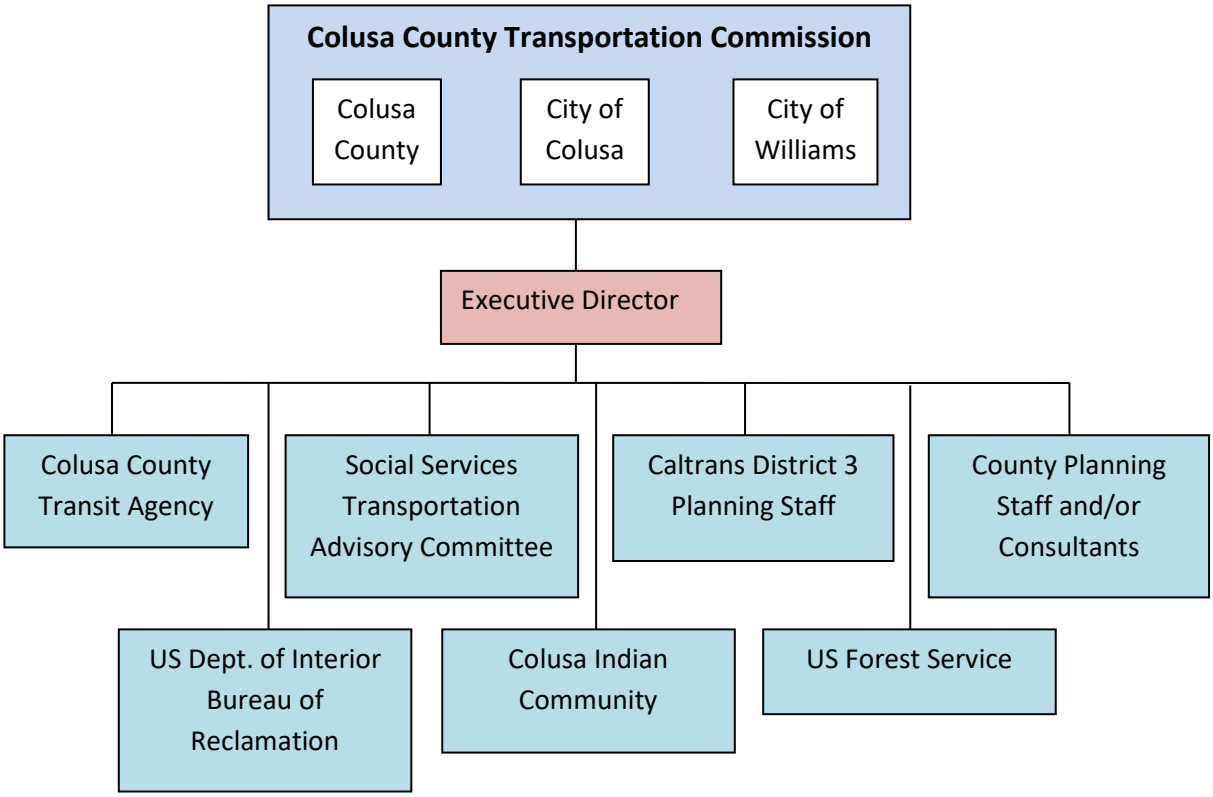
The Overall Work Program (OWP) for transportation planning compliments the RTP. It is designed to respond to growth strategies adopted in local public agency general plans. It reflects the desires and needs of the general public, groups that have specific mobility issues, including the elderly and handicapped and the Native American Tribal Community. The OWP details the projected planning activities and resources to be expended during Fiscal Year 2022/22 for continuation of regional transportation planning. The CCTC assigns major planning tasks to staff.



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Organization and Management

The CCTC was designated as a RTPA by the Secretary of the California Business, Transportation, and Housing Agency in July of 1973. The CCTC consists of six members: three members appointed by the County Board of Supervisors and three members appointed from the incorporated cities within the County; one from the City of Colusa and two from the City of Williams. The membership ratio of two to one rotates between the two incorporated cities on an annual basis. The executive director provides general oversight at the request of the Commission, as well as administrative oversight for general Commission activities.



The Colusa County Transit agency operates a dial-a-ride transit system with fixed, timed routes to:

- Arbuckle
- Colusa
- Grimes
- Maxwell
- Princeton
- Sites
- Stonyford
- Williams

Attachment: 21-22 OWP amnd 01 (6984 : Approve first Amendment to the 21/22 Overall Work Plan (OWP))

The Colusa County Transit consists of nine vehicles and ten full-time employees. A total of five buses run each day on various routes and also provide out-of-county medical transportation on an on-call basis.

The CCTC does not have a formalized Technical and Citizens Advisory Committee structure. Due to the rural nature of the area and cooperative efforts of City and County Public Works Departments, Caltrans, and the California Highway Patrol, the technical review role is informal and ongoing.

The Social Services Transportation Advisory Committee (SSTAC) is established to provide Unmet Needs information to CCTC. The determination of the members of SSTAC is made using Social Service Transportation Inventory Implementation Guide and Survey Tool, a product of the California Association for Coordinated Transportation. The Transportation Development Act unmet transit needs hearings, regional transportation plan preparation and adoption, and other CCTC activities are published in the newspaper of local circulation.

The CCTC appreciates working with Caltrans District 3 Planning staff to help align inter-regional and regional transportation infrastructure policies and goals. Collaboration is ongoing through regular meetings and continuous communication on a wide variety of items such as the development of the Colusa County RTP and the Regional Transportation Improvement Plan (RTIP).

County staff in both Planning and Public Works also provide continuous assistance and support to CCTC goals and objectives. In addition, consultant help is procured for specialized items as may be needed from time, for example: preparation of the RTP Updates are typically conducted by a consultant.

The Cachil Dehe Band of Wintun Indians, otherwise known as the Colusa Indian Community Council provides a liaison for transportation planning efforts from the CCTC and the Colusa Indian Community. Regional issues include access and regional travel to the Colusa Casino, and developing a mutually beneficial strategy to long term transportation solutions for tribal members as well as Colusa residents.

A good portion of the land in Colusa County is regulated by federal agencies, such as the US Forest Service and the US Department of Interior, Bureau of Reclamation, interaction between the CCTC and these agencies is crucial to developing long term transportation planning goals and policies to continue to provide measurable economic and social benefits to the Colusa region. Frequent communication and meetings with these agencies allows for continuous and mutually beneficial progress for regional access to federal lands within Colusa County.

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The rural counties of California have formed a Rural Counties Task Force (RCTF). A rural county is defined as having a population of 50,000 or less. Staffing for the Rural Counties Task Force is provided from its members and is comprised of a chairman, vice-chairman, and secretary. This group conducts bimonthly (every two months) meetings. It provides rural counties the opportunity to communicate and educate one another on rural counties issues dealing with changes in state transportation planning and creates a united voice for dealing with state agencies and legislative proposals and analysis.

CCTC is a member of the RCTF and staff attends the RCTF meetings and has obtained valuable training and contacts at the county and state level. With the increasing complexity of transportation laws, the RCTF has supplied a wealth of information. CCTC provides financial support to the RCTF for the continuation of the valuable service of coordination and integration of government agencies.

Overall Work Program

The OWP is intended to summarize the transportation planning activities to be administered by CCTC during the 2021/22 fiscal year. The work program gives direction and emphasis to specific elements of the planning process. It ensures that the process is responsive to the transportation needs and priorities of the region and the state. It is also a basis for budgeting revenues and expenditures for the various elements of the OWP.

Regional transportation planning in California is a dynamic process. It involves the collaboration of Federal, State, and Tribal Governments, regional and local agencies, the private sector, and the public. All parties involved in transportation planning have the opportunity to provide leadership in any one or more phases of the regional transportation-planning program.

Transportation planning considers multiple, complex, and evolving goals, objectives, plans and programs. Regional transportation planning results in the development of RTPs and ultimately programs the projects. Regional planning studies, activities, consensus efforts, and documents provide the basis for project decisions including mode choice and general alignment. These decisions, in turn, lead to environmental and design approvals, and project delivery and construction.

Public Participation Process

The CCTC holds regular monthly meetings and publicizes each meeting by posting formal notices at various locations as well as the main County webpage. The public is encouraged to participate in each meeting. Also, the County Sheriff's office typically holds annual community meetings in which public input is solicited which includes County roads, transit, and other transportation related items. The opportunity to resume those forums remain nebulous given the ever-evolving COVID tiered operational guidelines.

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FAST ACT PLANNING FACTORS

MAP-21/FAST Act Planning Factors/W.E. Matrix					
	W.E 1.01	W.E 2.01	W.E 3.01	W.E 4.01	W.E 5.01
1. Support the economic vitality of the metropolitan area, especially by enabling global competitiveness, productivity, and efficiency.					
2. Increase the safety of the transportation system for motorized and non-motorized users.				X	
3. Increase the security of the transportation system for motorized and non-motorized users.		X			
4. Increase the accessibility and mobility of people and for freight			X		
5. Protect and enhance the environment, promote energy conservation, improve the quality of life, and promote consistency between transportation improvements and State and local planned growth and economic development patterns.	X	X		X	X
6. Enhance the integration and connectivity of the transportation system, across and between modes, for people and freight.			X		
7. Promote efficient system management and operation.				X	X
8. Emphasize the preservation of the existing transportation system.			X		
9. Improve the resiliency and reliability of the transportation system and reduce or mitigate storm water and reduce or mitigate storm water impacts of surface transportation.				X	X
10. Enhance travel and tourism.		X			

Regional Transportation Plan

RTPAs are created pursuant to California law (Government Code Section 29532 et seq.) and although State law does not define a RTPA, Government Code Section 65080 identifies some RTPA responsibilities: to adopt a regional transportation plan and to prepare and adopt a Regional Transportation Improvement Program (RTIP).

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The RTP is a long range (20+) year plan that is developed by the RTPA in concert with the public and transportation partners in the region. The RTP identifies regional issues and problems, includes population and traffic growth projections for the region, and suggests mobility solutions to accommodate future transportation needs. In addition, the RTIP is developed in conjunction with the RTP. The RTIP is designed to implement the vision and goals of the RTP and projects in both documents must be financially constrained. The RTP must provide evidence that the proposed projects in the RTIP are fully funded through the cycle of the Plan, the revenues are reasonably available to finance projects and the costs of each project have been estimated consistent with any regional programming or project environmental documentation currently available.

All RTP's must also be accompanied by an environmental review document pursuant to State Law (Public Resources Code 21000 et seq, the California Environmental Quality Act).

Transportation projects included in the RTP/RTIP may be funded with the State Transportation Improvement Program (STIP) or with other State, Federal, Local, or Private funds. The objective of project selection for the RTP/RTIP is to obtain and maintain the maximum amount of transportation funding available for Colusa County's local and regional transportation priorities, including transit improvements, through the efficient programming of Federal and State transportation dollars.

Continued and On-Going Work Activities

The following activities are listed to illustrate ongoing activities for regional transportation planning development within Colusa County:

- Amend the Regional Transportation Plan as needed;
- Provide a public hearing/review process for RTP Amendments including participation by the public, Native American Tribal Governments, Caltrans, Transit providers and other community groups;
- Correct and significant differences between the RTP and the Caltrans District System Management Plan; and

Technical Capacity

The CCTC utilizes County staff to maintain the Pavement Management System (PMS) software. County employees also perform the tasks of road ratings, traffic counts, accident counts, and traffic sign inventory.

The use of Geographic Information System (GIS) is increasing and will continue development. CCTC will have current, reliable information to base decisions for road maintenance and

Attachment: 21-22 OWP amnd 01 (6984 : Approve first Amendment to the 21/22 Overall Work Plan (OWP))

rehabilitation. This information could also be used to identify future transportation expansion projects. One use has been the plotting of automobile accident locations on a County base map. The accident data for the past 15 years has been compiled and entered into the system. The County will be monitoring the correlation between the frequencies of accidents with specific road segments. This monitoring will assist in evaluating the effectiveness of various safety improvements within the Region.

Pavement Management System

The CCTC has been able to improve the technical capacity of the planning process by continually funding the update and maintenance of the PMS. The PMS contains current information regarding road conditions as well as various maintenance recommendations based on varying budget scenarios. The CCTC utilizes Street Saver PMS software as developed by the Metropolitan Transportation Commission (MTC).

Traffic counts are conducted on a continuing basis and information added to the program to provide better analysis to ensure a safe and well-maintained road system. The availability of current information will provide the basis to evaluate how the road system is performing.

Geographic Information System (GIS)

The technical capacity has been additionally advanced by the development of a GIS database and associated hardware/software. A GIS base map has been established for the County, which includes multiple layers of information for various modes of travel, including vehicular, truck, recreational, pedestrian, bicycle, and waterway. Staff is in the process of developing various layers containing PMS information, accident data, traffic counts, and traffic control devices. This is an on-going activity to ultimately provide information to the public as well as continuing safety analysis.

Work Elements

The following five Work Elements (WEs) provide a task-by-task breakdown of RPA fund expenditures for the 2021/22 fiscal year. Each WE provides a description of typical items conducted, ongoing tasks, and specific items expected to be completed during the upcoming fiscal year. During the 2021/22 fiscal year, and as may be required, the actual expenditures may be amended through an update to the OWP.

Colusa County appreciates the support of Caltrans District 3 planning staff with respect to regional planning efforts. The following table provides a summary of Caltrans activities within the Colusa County Transportation Commission's jurisdiction.

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CALTRANS REGIONAL PLANNING ACTIVITIES FOR FISCAL YEAR2021/2022

ACTIVITY	DESCRIPTION	PRODUCTS
System Planning	Completion of System Planning documents used by Caltrans and its transportation partners	Caltrans District 3 System Planning documents consistent with the Caltrans District 3 System Planning Five-Year Work Plan
Advance Planning	Completion of pre-programming studies (e.g., Project Initiation Documents) so as to be ready to program resources for capital projects	Project Initiation Documents (PID), as indicated in the current Two-Year PID Work Plan
Regional Planning	Participate in and assist with various regional planning projects and studies	Participation in the following projects and studies: • Regional ITS Master Plan • Continue oversight and assistance with Sustainable Communities and Strategic Partnership grants • Oversight of Planning Studies/Conceptual Projects pertaining to State Highway System
Local Development Review Program	Review of local development proposals potentially impacting the State Highway System	Assistance to lead agencies to ensure the identification and mitigation of local development impacts to the State Highway System that is consistent with the State's smart mobility goals.

County work elements 1.01 through 5.01 are described on the following pages showing details of specific tasks and estimated budgets and timelines for completion for each.

Work Element 1.01: Overall Work Program

Work Element (WE) 1.01 consists of planning and drafting the Overall Work Program, which is essential to the CCTC's ability to function as a RTPA. As such, the OWP serves as a management tool identifying the tasks and products that the agency will undertake to deliver during the fiscal year. The OWP is the guiding tool that enables the CCTC to meet the mandated planning responsibilities required of all RTPA's. WE 1.01 includes drafting invoices, reports, and amendments. It should be noted that Colusa County has a unique blend of land uses consisting of agricultural lands, rolling hills/forest, and reservoirs and riverside areas all with their own types of regional significance and demands for multimodal travel. As such, a variety of agencies is included in our annual assessment of regional transportation issues and needs, which support the Counties diverse economy. Coordination and consultation with groups such as Tribal Governments who bring a significant number of regional trips to the County, as well as the US Bureau of Reclamation and US Forest service is critical for identifying the needs of the region that ultimately are reflected in the Overall Work Program.

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Ongoing and Continued Activities:

1) Initiate OWP Process through meetings and discussions
2) Monitor 2021/2022 OWP to ensure WE's remain on schedule. Amend OWP throughout the fiscal year as necessary;
3) Prepare quarterly reports, and invoices
4) Participate /coordinate meetings, agenda items and planning documents for the CCTC;
5) Develop and finalize 2022/2023 OWP.
6) Close out of 2021/2022 OWP

2021/22 Products

1)	Final Quarterly Progress Report for FY 2021-22	July 2021
2)	Closeout FY 2021-22 OWP	August 2021
3)	OWP FY 2022-23 Amendment #1 – Carryover from FY 2020-21	October 2021
4)	Quarterly Progress Report #1	October 2021
5)	Quarterly Progress Report #2	January 2022
6)	Draft FY 2022-23 OWP	March 2022
7)	Quarterly Progress Report #3	April 2022
8)	Finalize and adopt FY 2022-23 OWP	May 2022

Summary of Source and Expenditures for WE 1.01

The total available funding for WE 1.01 is $21,500 and consists exclusively of RPA funds. The following table provides a summary of estimated expenditures for each task listed in WE 1.01.

SOURCE AND EXPENDITURES FOR WE 1.01				
Task	**Description**	**Source**	**Amount**	**Carryover**
1	Monitor OWP	RPA	$7,800	TBD
2	Reports, invoices	RPA	$8,000	TBD
3	Meetings, program planning, coordination	RPA	$1,900	TBD
4	Develop and finalize 2021/22 OWP	RPA	$2,550	TBD
5	Closeout 2020/21 OWP	RPA	$1,250	TBD
		Total	**$21,500**	**TBD**

Work Element 2.01: Regional Coordination

CCTC Staff serve as a repository and conduit to receive and transmit information received from State and Federal agencies as well as providing technical guidance to the various jurisdictions within the region.

CCTC Staff regularly participate in the Rural Counties Task Force (RCTF). This advisory committee is comprised of the California's 26 Rural Transportation Planning Agencies. As such,

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this group provides a unique forum to share information and vet potential solutions to the challenges faced by rural agencies.

The North State Super Region (NSSR), an alliance of the 16 northern California Counties, was created in 2010. This group strives to identify common transportation, growth, and land use challenges in order to formulate unified strategies that may be advocated to implementing agencies and the public.

CCTC actively participates in training courses offered by Caltrans and other partners (e.g., workshops and academies). Additionally, CCTC staff monitor legislation that may affect transportation planning, monitor planning efforts of the various jurisdictions within the region, and coordinate with said jurisdictions and solicit public input to identify eligible Active Transportation Program (ATP) projects.

Coordination with local Tribal Governments as well as Federal partners (US Forest Service and Bureau of Reclamation) is conducted, at a minimum, annually; more frequently as conditions warrant. These discussions facilitate a consistent approach to addressing regional transportation needs; encompassing varied jurisdictional responsibilities.

Ongoing and Continued Activities:

1) Attend RCTF meeting, information dissemination for planning activities only ;
2) Attend NSSR meeting , support outreach efforts for planning activities only;
3) Participating Supervisorial and City Council meeting as appropriate (monthly);
4) Attend regional Transportation Planning opportunities; (quarterly)
5) Coordinate with local Tribal Governments and communities; (quarterly)
6) Coordinate with USFS and the US BOR to provide a consistent Travel Management Policy (TMP)for public access to Federal lands. This coordination will ensure consistency with regional infrastructure goals(quarterly)

2022/22 Products

1) RCTF meeting agendas & meeting minutes	3rd Fri, Odd numbered month
2) NSSR meeting agendas & meeting minutes	July 2021 thru June 2022
3) Supervisorial/City Council meeting agendas/minutes	July 2021 thru June 2022
4) Regional Transportation Training	As Needed
5) Coordination W/ Tribal Gov't meeting agendas/minutes	July 2021 thru June 2022
6) Update TMP as necessary with USFS and USBOR	July 2021 thru June 2022

Summary of Source and Expenditures for WE 2.01

The total available funding for WE 2.01 is $19,500 and consists of RPA funds. The following table provides a summary of estimated expenditures for each task listed in WE 2.01.

Attachment: 21-22 OWP amnd 01 (6984 : Approve first Amendment to the 21/22 Overall Work Plan (OWP))

SOURCE AND EXPENDITURES FOR WE 2.01				
Task	Description[1]	Source	Amount	Carryover
1	Participate RCTF Meetings (planning activities only)	RPA	$ 3,300	TBD
2	Participate NSSR Meetings (planning activities only)	RPA	$ 4,200	TBD
3	Attend Supervisorial and City Council meetings	RPA	$ 3,500	TBD
4	Regional Transportation Training	RPA	$ 3,000	TBD
5	Coordinate with Tribal Gov't and communities	RPA	$ 4,300	TBD
6	Develop policies and goals with USFS and USBOR	RPA	$ 1,200	TBD
		Total	**$19,500**	**TBD**
Notes: *1) ALL tasks are for planning purposes only*				

Work Element 3.01: Coordination with Caltrans District 3

Working with the State of California, Department of Transportation, District 3 is crucial to aligning County regional transportation needs with inter-regional expectations of the District. Meetings typically occur on a semiannual basis. In addition to standard vehicular traffic, heavy truck traffic, recreational vehicles and bicycle travel all require close coordination between City, County, and State departments to help improve multi-modal infrastructure for near-term and future needs. For example, the CCTC continues to participate in the development of the California Freight Mobility Plan (CFMP) and provide feedback to the State on freight-related priorities, issues, projects, and funding needs. The development of such constructive policies and goals to foster regional transportation collaborations are a part of this WE.

Ongoing and Continued Activities:

1) Coordinate with Caltrans on System Planning projects consistent with the Caltrans District 3 System Planning 5-year Work Plan
2) Coordinate with Caltrans on completing pre-programming studies used by Caltrans and its transportation partners as stated in the 2-year Project Initiation Document (PID) Work Plan
3) Participate and assist with various regional planning projects and technical studies pertaining to the State Highway System such as the Interregional Transportation

Attachment: 21-22 OWP amnd 01 (6984 : Approve first Amendment to the 21/22 Overall Work Plan (OWP))

Strategic Plan (ITSP), California Freight Mobility Plan (CFMP), California Transportation Plan (CTP), etc.

4) Coordinate with Caltrans on the review of local development proposals potentially impacting the State Highway System consistent with the State's smart mobility goals.

2022/22 Products:

1) Tech memo updating Dist. 3 System Planning 5-year Work Plan — Annually
2) Pre-Programming consistency recommendations — Quarterly
3) ITSP, CFMP,CTP consistency recommendations — Annually
4) Local development smart mobility consistency recommendations — Quarterly

Summary of Source and Expenditures for WE 3.01

The total available funding for WE 3.01 is $2,000 and consists exclusively of RPA funds. The following table provides a summary of estimated expenditures for each task listed in WE 3.01.

SOURCE AND EXPENDITURES FOR WE 3.01				
Task	**Description**	**Source**	**Amount**	**Carryover**
1	System Planning 5-year Work Plan update	RPA	$ 500	TBD
2	Pre-Programming review	RPA	$ 500	TBD
3	ITSP, CFMP,CTP consistency review	RPA	$ 500	TBD
4	Local development smart mobility	RPA	$500	TBD
		Total	**$2,000.00**	**TBD**

Attachment: 21-22 OWP amnd 01 (6984 : Approve first Amendment to the 21/22 Overall Work Plan (OWP))

Work Element 4.01: Transportation Systems Maintenance

CCTC must prepare and adopt a Regional Transportation Plan (RTP) to achieve a coordinated and balanced regional transportation system. The RTP is developed to document transportation policy, actions, and funding recommendations that will meet the short- and long-term access and mobility needs of Colusa County residents over the next 20 years. The RTP guides the systematic development of a comprehensive multi-modal transportation system for Colusa County.

WE 4.01 provides the resources to build maintain and improve the technology needed to support and enhance transportation planning in Colusa County. A core component of this effort is the Geographic Information System (GIS) and the associated hardware, software, and training required to perform and exchange information with partner agencies such as the Cities of Colusa and Williams, Tribal Governments, and the public. Activities under this WE include, but are not limited to the maintenance, repair, and replacement of hardware and software such as ArcGIS software and servers.

To date, an exhaustive GIS library has been compiled. Library data consists of layers depicting County roads and bridges, state and other agency highways and roads, streams and waterways, parcel boundaries, FEMA Flood Zones, hydrology, special districts, political boundaries, and tribal lands. Informational layers are continuously updated and are vital to the development and implementation of the RTP. These layers are used to assess transportation impacts on community livability and to document transportation facilities, projects, and services required to meet regional and interregional mobility and accessibility needs.

The purchase of hardware and software upgrades facilitates continued development and support of a robust GIS library, a critical component of the transportation planning process, developing the Regional Transportation Plan and Regional Transportation Improvement Program.

Ongoing and Continued Activities:

1) Maintain the various layers that are the GIS;
2) Develop and acquire data sets such as aerial photography and address data to be included in GIS layers. The CCTC will use staff to obtain data collected from other local government agencies including the County Assessor, County Planning, and Sheriff's Department, as well as the Cities of Colusa and Williams;
3) Review and process annual software maintenance support agreements;

Attachment: 21-22 OWP amnd 01 (6984 : Approve first Amendment to the 21/22 Overall Work Plan (OWP))

4) Process communication invoices to facilitate data collection via Survey Grade GPS equipment to assist updating the various GIS layers;
5) Acquire necessary hardware and software to support regional planning coordination and communication;
6) Updates to Pavement Management System (PMS);
7) Continue traffic counts to support PMS updates; and
8) Review State Bridge Inspection Reports, prioritize and plan repairs.

2021/22 Products

1) Update GIS layers (Ongoing, quarterly)
2) Acquire data sets (Ongoing, quarterly)
3) Software agreements/subscriptions (Ongoing, annually)
4) Invoicing communications for GPS data Monthly
5) Update PMS in GIS (Ongoing, quarterly)
6) Traffic Counts to support PMS Monthly
7) Document bridge repairs Monthly

Summary of Source and Expenditures for WE 4.01

The total available funding for WE 4.01, as amended, is $134,500.00 and consists exclusively of RPA funds. The following table provides a summary of estimated expenditures for each task listed in WE 4.01.

SOURCE AND EXPENDITURES FOR WE 4.01				
Task	**Description**	**Source**	**Amount**	**Carryover**
1	Maintain GIS Layers	RPA	$ 46,058.00	0
2	Develop/acquire data sets	RPA	$ 21,725.00	0
3	Review/process software agreements/subscriptions	RPA	$ 10,065.00	0
4	Invoice communications for GPS data	RPA	$ 5,225.00	0
5	Update PMS	RPA	$24,800.00	0
6	Traffic Counts	RPA	$ 26,600.00	0
		Total	**$134,500.00**	**0**

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Work Element 5.01: Regional Transportation Plan / Regional Transportation Improvement Program

Work Element (WE) 5.01 consists of planning, programming, and monitoring for 2022 RTIP program of projects as it relates to the STIP. In addition to preparation and coordination of development of the 2022 RTIP with local agencies. Monitoring the RTP and submission (as necessary) of any follow-up documents to Caltrans. Select and prioritize projects and program funds available through the federal transportation act (Fixing America's Surface Transportation (FAST) Act) including Regional Surface Transportation Program (RSTP).

As the statutorily designated RTPA for Colusa County, the CCTC is responsible for selecting and prioritizing projects to use available state and federal transportation grant funds including those from the STIP and the FAST Act. These funds, along with local funds, are used to implement the projects identified in the RTP.

Every four years, RTPA's are required to update their RTP's. CCTC last updated its RTP in April of 2019 and initiated of a RTP update in early 2021. Staff will continue work with consultant to complete the RTP update and remain compliant with the four-year update cycle.

2021/22 Ongoing and Continued Activities:

1. Reconcile planning projects with goals of the current RTP
2. Provide information and outreach to local officials, stakeholders, and public
3. Training through the Local Technical Assistance Program or Tech Transfer to stay informed transportation topics and their application.
4. Continue RTP update

2021/22 Products

1. Update RTIP — *December 2021*
2. Update RTP — *May 2022*

Summary of Source and Expenditures for WE 5.01

The total available funding for WE 5.01 is $20,000 and consists exclusively of RPA funds. The following table provides a summary of estimated expenditures for each task listed in WE 5.01.

SOURCE AND EXPENDITURES FOR WE 5.01			
Task	**Description**	**Source**	**Amount**
1	CCTC Staff	RPA	$2,500.00
2	Consultant (RTP update)	RPA	$17,500.00

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Total	**$20,000.00**

Summary of 2021/22 Revenues and Expenditures

The following table provides an overall summary of the 2021/22 expected revenues and expenditures for Work Elements 1.01 through 5.01.

Work Element	Expenditure	Fund Source	RPA Allocation	Total Revenue	RPA Carryover	Total Expenditure
1.01	**Staff** – Overall Work Program	RPA	$21,500.00	$21,500.00	TBD	$21,500
2.01	**Staff** – Regional Coordination	RPA	$19,500.00	$19,500.00	TBD	$19,500
3.01	**Staff** – Coordination with Caltrans District 3	RPA	$2,000.00	$2,000.00	TBD	$2,000
4.01	**Staff** - Transportation Systems Maintenance	RPA	$134,500.00	$134,500.00	0	$134,500
5.01	**Staff/Consultant**-RTIP	RPA	$20,000.00	$20,000.00	TBD	$20,000
		Total	**$197,500.00**	**$197,500.00**	**TBD**	**$197,500**

Attachment: 21-22 OWP amnd 01 (6984 : Approve first Amendment to the 21/22 Overall Work Plan (OWP))

Attachment: 21-22 OWP amnd 01 (6984 : Approve first Amendment to the 21/22 Overall Work Plan (OWP))

Glossary of Terms & Acronyms

Allocation A distribution of funds by formula or agreement.

Apportionment Distribution of federal funds (grants) by a statutory formula to the states' Governors for allocation by them to the grant recipients.

Appropriation An official action (e.g. passage of a law) to make funds available, with specific limitations as to amount, purpose and duration.

CPG Consolidated Planning Grant, consisting of FHWA Metropolitan Planning (FHWA PL) Funds, FTA Metropolitan Planning Section 5303 (FTA § 5303) Funds, FHWA State Planning and Research Part I - Strategic Partnerships (formerly Partnership Planning) Funds, and FTA State Planning and Research Section 5304 Sustainable Communities Grants (formerly Transit Planning Grants) Funds.

Encumber The formal processes, which commit funds for a specific purpose, e.g., commitment of Rural Planning Assistance (RPA) to an RTPA, or FHWA Metropolitan Planning (PL) funds to an MPO.

FHWA, FTA The Federal Highway Administration and the Federal Transit Administration are two of the modal agencies in the United States Department of Transportation (US DOT).

MAP-21 Moving Ahead for Progress in the 21st Century, federal transportation Legislation signed into law in 2012; successor to SAFETEA-LU.

MFTA Along with the OWP and OWPA, it constitutes the funding contract and requirements between the state and the MPO/RTPA for CPG and/or RPA funds. It is an ongoing, multi-year agreement that prevails until is it amended, updated, or replaced. The provisions of the MFTA also apply to any MPO/RTPA contractors or subcontractors.

MPO Metropolitan Planning Organizations are the regional planning entities in urbanized areas, usually an area with a population of

	50,000 or more. As of December 2006, there are eighteen MPOs in California. Although the Tahoe region does not include an urbanized area 50,000 or larger, TEA-21, permitted the Tahoe region to establish a MPO.
Obligation	The Federal government's legal commitment (promise) to pay or reimburse the States or other entities for the Federal share of a project's eligible costs.
ORP	Office of Regional Planning in the Department's Division of Transportation Planning, Headquarters, Sacramento.
Reimbursement	State or federal transportation planning funds paid to the MPO/RTPA for transportation planning work activities in the OWP completed by the MPO/RTPA, or on behalf of the RTPA/MPO by a contractor or consultant, and already paid for using local funds.
RTPA	Regional Transportation Planning Agency, the regional planning entity referenced in California law; e.g., a local transportation commission, a statutorily created RTPA, or a council of governments.
SAFETEA-LU	Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users, federal transportation legislation signed into law in 2005; successor to TEA-21.
Toll Credits	Toll credits are earned when the state, a toll authority, or a private entity funds a capital transportation investment with toll revenues earned on existing toll facilities. Toll credits may substitute for the required nonfederal share on Federal-aid project, the Federal reimbursement can effectively be increased to 100 percent.
Unexpended Carryover	Unexpended Federal CPG funding -- FHWA Metropolitan Planning (PL), FTA 5303 Metropolitan Planning, FTA § 5304/SHA Sustainable Communities Grants, FHWA State Planning and Research Part I – Strategic Partnerships and Rural Planning Assistance (RPA)—do not need to be fully expended during the fiscal year in which they are appropriated and allocated or awarded. The recipient may carryover unexpended amounts to the next fiscal year. MPOs' carryover FHWA PL and FTA § 5303 and RTPAs' carryover 25% of RPA via a reconciliation letter process. Both MPOs/RTPAs are allowed to carryover FTA § 5304/SHA Sustainable Communities Grants and FHWA Strategic Partnerships through the reconciliation letter process.

Attachment: 21-22 OWP amnd 01 (6984 : Approve first Amendment to the 21/22 Overall Work Plan (OWP))

Attachment: 21-22 OWP amnd 01 (6984 : Approve first Amendment to the 21/22 Overall Work Plan (OWP))

FY 2021/2022 FHWA and FTA State and Metropolitan Transportation Planning Process Self-Certification

In accordance with 23 CFR part 450, the California Department of Transportation and **Colusa County Transportation Commission**, Regional Transportation Planning Agency, herby certify that the transportation planning process is being carried out in accordance with all applicable requirements including:

(1) 23 U.S.C. 134, 49 U.S.C. 5303, and subpart C of 23 CFR part 450;

(2) In nonattainment and maintenance areas, sections 174 and 176(c) and (d) of the Clean Air Act, as amended (42 U.S.C. 7504, 7506(c) and (d)) and 40 CFR part 93;

(3) Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d–1) and 49 CFR part 21;

(4) 49 U.S.C. 5332, prohibiting discrimination on the basis of race, color, creed, national origin, sex, or age in employment or business opportunity;

(5) Section 1101(b) of the FAST Act (Pub. L. 114-94) and 49 CFR part 26 regarding the involvement of disadvantaged business enterprises in USDOT funded projects;

(6) 23 CFR part 230, regarding the implementation of an equal employment opportunity program on Federal and Federal-aid highway construction contracts;

(7) The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) and 49 CFR parts 27, 37, and 38;

(8) The Older Americans Act, as amended (42 U.S.C. 6101), prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;

(9) Section 324 of title 23 U.S.C. regarding the prohibition of discrimination based on gender; and

(10) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and 49 CFR part 27 regarding discrimination against individuals with disabilities.

_____	_____
RTPA Authorizing Signature	Caltrans District Approval Signature
_____	_____
Title	Title
_____	_____
Date	Date

Attachment: 21-22 OWP amnd 01 (6984 : Approve first Amendment to the 21/22 Overall Work Plan (OWP))

DEPARTMENT OF TRANSPORTATION
DEBARMENT AND SUSPENSION
CERTIFICATION FISCAL YEAR 2021/2022
SIGNATURE PAGE

In signing this document, I declare under penalties of perjury that the foregoing certifications and assurances, and any other statements made by me on behalf of the Applicant are true and correct.

Signature_____ Date _____

Jennifer K Sutton

As the undersigned Attorney for the above named Applicant, I hereby affirm to the Applicant that it has the authority under state and local law to make and comply with the certifications and assurances as indicated on the foregoing pages. I further affirm that, in my opinion, these certifications and assurances have been legally made and constitute legal and binding obligations of the Applicant.

I further affirm to the Applicant that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these certifications and assurances or of the performance of the described project.

AFFIRMATION OF APPLICANT'S ATTORNEY

For **Colusa County Transportation Commission**

Signature_____ Date_____

Jennifer K. Sutton, Senior Deputy County Counsel

Attachment: 21-22 OWP amnd 01 (6984 : Approve first Amendment to the 21/22 Overall Work Plan (OWP))

COLUSA COUNTY

DEPARTMENT OF PUBLIC WORKS
1215 MARKET STREET
COLUSA, CALIFORNIA 95932
Scott Lanphier, Director
Phone (530) 458-0466 Fax (530) 458-2035

Memorandum To: Colusa County Transportation Commission

CC:

From: Mike Azevedo, Executive Director

Date: October 27, 2021

Subject: Amendment 01 to the 20/21 Overall Work Plan (OWP)

As provided in Section 2.18 of the 2017 Regional Planning Handbook, Staff submits Amendment 01 to the FY 21/22 OWP for consideration and action.

On September 24, 2021, the Department received the 2020-21 Rural Planning Assistance (RPA) reconciliation letter requesting concurrence the RPA carry over for the FY 20-21 OWP. Accounting review indicates the amount to be consistent with the Departments records.

The proposed amendment would include the 20/21 carryover amount of $39,500.00 Introduction of those funds into the 21/22 OWP results in the following revision:

Redistribution:

W.E. 4.01 Increase $39,500.00

Existing W.E. 4.01 $95,000.00 Amended W.E. 4.01 $134,500

Attachment: 21-22 OWP amnd 01 Memo (6984 : Approve first Amendment to the 21/22 Overall Work Plan (OWP))

California Department of Transportation

DEPARTMENT OF TRANSPORTATION
DIVISION OF TRANSPORTATION PLANNING
P.O. BOX 942873, MS–32 | SACRAMENTO, CA 94273–0001
(916) 654-2596 | FAX (916) 653-0001 TTY 711
www.dot.ca.gov

September 20, 2021

Mr. Mike Azevedo
Public Works Director
Colusa County Transportation Commission
1215 Market Street
Colusa, CA 95932

Dear Mr. Mike Azevedo:

The purpose of this reconciliation letter for fiscal year (FY) 2020-21 is to confirm the unexpended totals in California Rural Planning Assistance (RPA), federally funded, and state funded grants as of June 30, 2021.

Rural Planning Assistance (RPA):	$39,500.00
Total Planning Funds Available:	**$39,500.00**

Pursuant to the MFTA (section 3.C) and the Regional Planning Handbook (section 4.08); an RTPA cannot carryover more than 25% of its annual RPA allocation. If your agency's certification of expenditures exceeds the 25% allowable carryover, the above amount has been adjusted to reflect this.

Please review the reconciled totals. If in agreement with the balance(s), please sign electronically and email the **electronically signed** letter to Rosie Flores, Federal and Regional Fiscal Oversight Branch Chief at Rosie.Flores@dot.ca.gov.

Attachment: Colusa 20-21 Rec Letter for Signature_ (6984 : Approve first Amendment to the 21/22 Overall Work Plan (OWP))

If you have any questions or need additional information, please contact Sukhi Johal, district Regional Planning Liaison at sukhi.johal@dot.ca.gov or Alison Terry, Caltrans Headquarters Fund Specialist at Alison.Terry@dot.ca.gov.

Sincerely,

for Rosie Flores Digitally signed by Rosie Flores Date: 2021.09.20 14:38:39 -07'00'

Erin Thompson
Chief, Office of Regional and Community Planning
Division of Transportation Planning

Sukhvinder Takhar Digitally signed by Sukhvinder Takhar Date: 2021.09.21 15:47:45 -07'00'

Sukhvinder Takhar
Planning Deputy District Director
District 3

I concur with the above balances:

Mike Azevedo Digitally signed by Mike Azevedo Date: 2021.09.24 07:42:25 -07'00'

Mike Azevedo
Public Works Director
Colusa County Transportation Commission

9/24/21

Date

Attachment: Colusa 20-21 Rec Letter for Signature_ (6984 : Approve first Amendment to the 21/22 Overall Work Plan (OWP))

Certification of Expenditure (COE) by Fund Source for

Colusa County Transportation Commission

1215 Market Street

Colusa, CA 95932

FY: 2020/21 **MFTA #: 74A0785**

I certify that I am a duly authorized representative of the Regional Transportation Planning Agencies (RTPAs) and the following statement of fund expenditures is consistent with the terms of the Master Fund Transfer Agreement entered into between the RTPA and the State.

I have attached a copy of the Statement of Expenditures by fund source and work element. Matching funds are identified. The expenditures shown are for work completed in accordance with the Fiscal Year approved Overall Work Program. I certify that all state and federal matching requirements have been met.

Identify if the Grant is Active or Closed. Closed grants will NOT be reflected on the reconciliation letter and remaining balances will be forfeited.

Funding Source			FY19/20 Reconciled C/o Bal	FY20/21 Allocations and Awards	Expenditures	Year-end Balance	
Rural Planning Assistance (RPA) Funds			**$59,538.85**	**$158,000.00**	$153,897.70	**$63,641.15**	
Pursuant to the MFTA(sec 3.C) & Regional Planning Handbook(sec 4.08): an RTPA cannot carryover more than 25% of its annual RPA allocation							
*FINAL Reconciled Total of $39,500 = 25% of annual allocation							Grants Active or Closed (Drop Down Box)
FTA 5304 Strategic Partnership Transit Grants							
FY	WE #	Title	$0.00	$0.00	$0.00	$0.00	ACTIVE
FY	WE #	Title	$0.00	$0.00	$0.00	$0.00	
FY	WE #	Title	$0.00	$0.00	$0.00	$0.00	
		Total	**$0.00**	**$0.00**	**$0.00**	**$0.00**	
FHWA SPR Strategic Partnership Grants							
FY	WE #	Title	$0.00	$0.00	$0.00	$0.00	
FY	WE #	Title	$0.00	$0.00	$0.00	$0.00	
		Total	**$0.00**	**$0.00**	**$0.00**	**$0.00**	
RMRA (SB1) Sustainable Communities Grants							
FY	WE #	Title	$0.00	$0.00	$0.00	$0.00	
FY	WE #	Title	$0.00	$0.00	$0.00	$0.00	
FY	WE #	Title	$0.00	$0.00	$0.00	$0.00	
		Total	**$0.00**	**$0.00**	**$0.00**	**$0.00**	
PTA Adaptation Planning Grants							
FY	WE #	Title	$0.00	$0.00	$0.00	$0.00	
FY	WE #	Title	$0.00	$0.00	$0.00	$0.00	
		Total	**$0.00**	**$0.00**	**$0.00**	**$0.00**	
RPA Discretionary Grants							
FY	WE #	Title	$0.00	$0.00	$0.00	$0.00	
FY	WE #	Title	$0.00	$0.00	$0.00	$0.00	
		Total	**$0.00**	**$0.00**	**$0.00**	**$0.00**	
SHA Sustainable Communities Grants							
FY	WE #	Title	$0.00	$0.00	$0.00	$0.00	
FY	WE #	Title	$0.00	$0.00	$0.00	$0.00	
		Total	**$0.00**	**$0.00**	**$0.00**	**$0.00**	
Total FY 2020-21 eligible State & Federal Funds:			**$59,538.85**	**$158,000.00**	**$153,897.70**	**$63,641.15**	

I understand that this represents a final statement of expenditure for **FY 2020-21** and no future requests for reimbursement will be processed by the State for payment.

Michael J Azevedo
Name (Please Print)

Signature

Director
Title (Please Print)

8/31/2021
Date

Rev 3/21

Attachment: Colusa 20-21 Rec Letter for Signature_ (6984 : Approve first Amendment to the 21/22 Overall Work Plan (OWP))

COUNTY OF COLUSA, CA **4.2**

Request For Transportation Commission and Transit Agency

MEETING DATE:	**November 23, 2021**
DEPARTMENT:	**Transportation Commission**
FROM:	**Michael Azevedo**
SUBJECT:	**Review and Consider Adoption of a Resolution Approving the 2022 Regional Transportation Improvement Plan**

Adopting a Resolution of the Colusa County Transportation Commission Adopting the 2022 Colusa County Regional Transportation Improvement Program for the 2022 State Transportation Improvement Program.

Detailed Description/Background of request

The Colusa County Transportation Commission (CCTC) is required to adopt a resolution approving a Regional Transportation Improvement Plan (RTIP) and submit both to the State of California in December of every odd year. Adoption of this resolution would satisfy this requirement.

The RTIP is essentially a list of projects this body wishes to recommend to be eligible for funding through the State Transportation Improvement Program (STIP) Which is a 5 year plan updated every 2 years. The current funding balance available for programming is $4,466,000. Member agency's of this Commission were solicited for projects, four were submitted. They are as follows:

City of Williams

7th Street (Old Hwy 99) Roadway Pavement Reconstruction	$2,500,000
E Street Complete Streets Improvement Project $1,000,000	
State Route 20 & Margurite Street Intersection Improvement Project 800,000	$

City of Colusa

Wescott Road Rehabilitation and ADA Improvement Project	$4,200,000

County of Colusa choose to not advance any projects for consideration in this cycle.

Staff defers to the Commission as to allocation of the available programming capacity

allocation.

Prior Board Action
Bi-annual consideration

Fiscal Impact/Funding Source
None

Action for the Clerk
Provided a signed copy of the resolution to the Executive Director of the CCTC.

ATTACHMENTS:

- 2022 RTIP RESO (DOC)
- Pages from 2022-stip-fund-estimate-shares-distribution-approved-aug-21-a11y (PDF)
- CCTC 2022 RTIP Project List (XLSX)
- 2020-ocip-project-programming-request-ppr-Williams_7th Street (Old Hwy 99) (XLSX)
- 2020-ocip-project-programming-request-ppr-Williams_E Street Complete Streets Project (XLSX)
- 2020-ocip-project-programming-request-ppr-Williams_SR20 at Margurite (XLSX)
- Copy of 2022 STIP Funding Request Wescott Road (002) (XLSX)

RESOLUTION NO. _____

RESOLUTION OF THE COLUSA COUNTY TRANSPORTATION COMMISSION ADOPTING THE 2022 COLUSA COUNTY REGIONAL TRANSPORTATION IMPROVEMENT PROGRAM FOR THE 2022 STATE TRANSPORTATION IMPROVEMENT PROGRAM

WHEREAS, California Government Code Section 65082(a) requires Regional Transportation Planning Agencies to adopt and submit a Regional Transportation Improvement Program (RTIP) for the geographic area under its jurisdiction [21 C.C.R., Sec 8114(a)(3)] to the California Transportation Commission (CTC) and the California Department of Transportation for inclusion in the State Transportation Improvement Program (STIP);

WHEREAS, the RTIP must include regional transportation improvement projects and programs proposed to be funded, in whole or in part, in the STIP; and major projects must include current costs updated as of November 1 of the year of submittal and escalated to the appropriate year, and be listed by relative priority, taking into account need, delivery milestone dates, as defined in Government Code section 14525.5, and the availability of funding (Gov't Code Sec. 65082(a));

WHEREAS, the Colusa County Transportation Commission (CCTC) is the Regional Transportation Planning Agency for the Colusa County region;

WHEREAS, the CCTC, through the conduct of a continuing, comprehensive, and coordinated transportation planning process, and in conformance with all applicable State and Federal requirements, has accepted the 2018 Regional Transportation Plan (RTP) for Colusa County;

WHEREAS, the list of projects included in this resolution are consistent with the 2018 RTP;

WHEREAS, the CCTC recognizes the fact that many local roadways within the County are rapidly deteriorating and require immediate maintenance and improvements and that funds for said improvements are extremely limited; and

WHEREAS, the CCTC recognizes that according to the California Transportation Commission (CTC), no new funding is available for the 2022 STIP, as such no new projects or additions to existing projects are planned.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the Colusa County Transportation Commission does hereby resolve to adopt the attached RTIP for the year 2022 and for inclusion into the 2022 STIP.

Attachment: 2022 RTIP RESO (8045 : Resolution to Adopt 2022 RTIP)

BE IT FURTHER RESOLVED AND ORDERED that the Executive Director is hereby authorized to represent this Commission and sign all documents related to the 2022 STIP and the Colusa County 2022 RTIP.

PASSED AND ADOPTED this _____ day of _____, ____ by the following vote:

AYES:

NOES:

ABSENT:

_____
Kent Boes
Chair, Colusa County Transportation Commission

ATTEST:

_____, Ann Nordyke, Clerk to the Colusa County Transportation Commission

APPROVED AS TO FORM:

_____
Jennifer Sutton, Deputy County Counsel

Attachment: 2022 RTIP RESO (8045 : Resolution to Adopt 2022 RTIP)

Table 3 - Calculation of New Programming Targets and Shares - Total Target

($ in thousands)

County	Net Carryover		2022 STIP Share through 2026-27			
	Unprogrammed Balance	Balance Advanced	Formula Distribution	Add Back Lapses 2019-20 & 2020-21	**Net Share (Total Target)**	Net Advance
Alameda	0	0	22,035	0	**22,035**	0
Alpine	0	(673)	659	0	**0**	(14)
Amador	4,997	0	1,495	0	**6,492**	0
Butte	6,484	0	4,403	0	**10,887**	0
Calaveras	510	0	1,787	0	**2,297**	0
Colusa	3,283	0	1,183	0	**4,466**	0
Contra Costa	31,090	0	15,118	14,800	**61,008**	0
Del Norte	0	(6,714)	1,099	0	**0**	(5,615)
El Dorado LTC	2,256	0	3,062	0	**5,318**	0
Fresno	5,750	0	16,670	0	**22,420**	0
Glenn	962	0	1,239	105	**2,306**	0
Humboldt	482	0	4,443	0	**4,925**	0
Imperial	1,401	0	7,879	0	**9,280**	0
Inyo	0	(15,443)	6,153	0	**0**	(9,290)
Kern	0	(8,573)	22,452	0	**13,879**	0
Kings	0	(9,093)	3,296	0	**0**	(5,797)
Lake	81	0	1,934	0	**2,015**	0
Lassen	454	0	2,832	0	**3,286**	0
Los Angeles	0	(135,991)	133,672	0	**0**	(2,319)
Madera	0	(6,559)	3,067	0	**0**	(3,492)
Marin	0	(22,406)	4,131	0	**0**	(18,275)
Mariposa	4,499	0	1,158	0	**5,657**	0
Mendocino	1,099	0	4,191	0	**5,290**	0
Merced	496	0	5,472	0	**5,968**	0
Modoc	0	(688)	1,512	35	**859**	0
Mono	118	0	4,571	435	**5,124**	0
Monterey	0	0	7,873	1,100	**8,973**	0
Napa	0	(19,683)	2,724	0	**0**	(16,959)
Nevada	840	0	2,343	0	**3,183**	0
Orange	0	(16,600)	41,195	0	**24,595**	0
Placer TPA	0	(21,476)	5,706	0	**0**	(15,770)
Plumas	34	0	1,685	0	**1,719**	0
Riverside	0	0	35,968	0	**35,968**	0
Sacramento	0	(3,752)	20,919	0	**17,167**	0
San Benito	0	(6,779)	1,451	0	**0**	(5,328)
San Bernardino	0	(2,890)	41,832	0	**38,942**	0
San Diego	10,014	0	47,293	0	**57,307**	0
San Francisco	1,548	0	11,202	0	**12,750**	0
San Joaquin	0	(7,652)	11,361	0	**3,709**	0
San Luis Obispo	0	0	8,341	0	**8,341**	0
San Mateo	3,612	0	11,415	300	**15,327**	0
Santa Barbara	0	(2,220)	9,374	0	**7,154**	0
Santa Clara	3,632	0	26,162	2,300	**32,094**	0
Santa Cruz	0	0	4,522	0	**4,522**	0
Shasta	0	0	4,822	0	**4,822**	0
Sierra	4,216	0	803	0	**5,019**	0
Siskiyou	0	(600)	3,327	0	**2,727**	0
Solano	0	(29,263)	6,854	0	**0**	(22,409)
Sonoma	231	0	8,423	0	**8,654**	0
Stanislaus	0	0	8,394	0	**8,394**	0
Sutter	9,149	0	1,931	0	**11,080**	0
Tahoe RPA	0	(1,592)	956	0	**0**	(636)
Tehama	751	0	2,464	0	**3,215**	0
Trinity	742	0	1,749	0	**2,491**	0
Tulare	0	(8,409)	10,384	0	**1,975**	0
Tuolumne	0	(110)	1,929	0	**1,819**	0
Ventura	67,789	0	13,882	0	**81,671**	0
Yolo	4,545	0	4,047	0	**8,592**	0
Yuba	10,919	0	1,482	0	**12,401**	0
Statewide Regional	181,984	(327,166)	638,326	19,075	**618,123**	(105,904)
Interregional	0	(39,222)	212,774	4,637	**178,189**	0
TOTAL	181,984	(366,388)	851,100	23,712	**796,312**	(105,904)

Statewide SHA Capacity	**1,353,697**
Statewide PTA Capacity	**(557,385)**
Total	**796,312**

Attachment: Pages from 2022-stip-fund-estimate-shares-distribution-approved-aug-21-a11y (8045 : Resolution to Adopt 2022 RTIP)

Colusa County Transportation Commission
Draft 2022 Regional Transportation Improvement Program

Agency	Rte	PPNO	Project	Alloc Need	Prog	Prior	22-23	23-24	24-25	25-26	26-27	R/W	Const	E & P	PS&E	R/W Sup	Con Sup
LOCAL ROAD REHABILITATION/RECONSTRUCTION																	
Williams, City	loc		7th Street (Old Hwy 99) Roadway Pavement Reconstruction	2,500	2,500	0	0	0	2,500	0	0	0	2,500	0	0	0	0
Williams, City	loc		E Street Complete Streets Improvement	1,000	1,000	0	0	500		500	0	0	500	0	500	0	0
Williams, City	loc		State Route 20 & Margurite Street Intersection Improvement	800	800			200	600				600		200		
Colusa City	loc		Wescott Road Rehabilitation and ADA Improvements	4,200	4,200	0	4,200	0	0	0	0	0	4,200	0	0	0	0
			Totals	**8,500**	**8,500**	**0**	**4,200**	**700**	**3,100**	**500**	**0**	**0**	**7,800**	**0**	**700**	**0**	**0**

Attachment: CCTC 2022 RTIP Project List [Revision 1] (8045 : Resolution to Adopt 2022 RTIP)

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
PROJECT PROGRAMMING REQUEST
DTP-0001 (Revised 19 Feb 2020 v8.01j) *General Instructions*

Amendment (Existing Project)	No	**Date:**	11/18/21

District	EA	Project ID	PPNO	MPO ID	
03					

County	Route/Corridor	PM Bk	PM Ahd	Nominating Agency	
COL	7th Street (Old Hwy 99)			City of Williams	
				MPO	**Element**
				Non-MPO	Capital Outlay

Project Manager/Contact	Phone	E-mail Address
Frank Kennedy	530-473-2955	fkennedy@cityofwilliams.org

Project Title

7th Street (Old Hwy 99) Roadway Pavement Reconstruction

Location (Project Limits), Description (Scope of Work)

In the City of Williams, on 7th Street (Old Hwy 99), from 0.8 miles south of Husted Road (southern City limit) to State Route 20 connection ramp inrersection, project length of 3.5 miles. Reconstruct roadway pavement section, add paved shoulders for Class 2 bike lanes, replace metal beam guard railing (MBGR), and repair drainage facilities.

Component	Implementing Agency
PA&ED	City of Williams
PS&E	City of Williams
Right of Way	City of Williams
Construction	City of Williams

Legislative Districts

Assembly:	4	Senate:	4	Congressional:	3

Project Benefits

This project will provide a new roadway pavement section, paved shoulders for Class 2 bike lanes, upgrade MBGR, and repair drainage facilities.

Purpose and Need

The purpose of this project is to replace the failed pavement section and improve safety for traffic & bicycles. The roadway pavement section is in disrepair and needs to be reconstruction with paved shoulders for Class 2 bike lanes.

Category	Outputs	Unit	Total

NHS Improvements	Yes		Roadway Class			Reversible Lane analysis	No
Inc. Sustainable Communities Strategy Goals	Yes			Reduces Greenhouse Gas Emissions	Yes		

Project Milestone			Existing	Proposed
Project Study Report Approved				
Begin Environmental (PA&ED) Phase				07/01/22
Circulate Draft Environmental Document	**Document Type**	ND/CE		NA
Draft Project Report				NA
End Environmental Phase (PA&ED Milestone)				12/01/23
Begin Design (PS&E) Phase				07/01/24
End Design Phase (Ready to List for Advertisement Milestone)				10/01/25
Begin Right of Way Phase				07/01/24
End Right of Way Phase (Right of Way Certification Milestone)				10/01/25
Begin Construction Phase (Contract Award Milestone)				05/01/26
End Construction Phase (Construction Contract Acceptance Milestone)				12/01/26
Begin Closeout Phase				01/01/27
End Closeout Phase (Closeout Report)				06/01/27

ADA Notice For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento,

Attachment: 2020-ocip-project-programming-request-ppr-Williams_7th Street (Old Hwy 99) (8045 : Resolution to Adopt 2022 RTIP)

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
PROJECT PROGRAMMING REQUEST
DTP-0001 (Revised 19 Feb 2020 v8.01j) *General Instructions*

Amendment (Existing Project)	No	**Date:**	11/18/21

District	EA	Project ID	PPNO	MPO ID	
03					

County	Route/Corridor	PM Bk	PM Ahd	Nominating Agency	
COL	E Street			City of Williams	
				MPO	**Element**
				Non-MPO	Capital Outlay

Project Manager/Contact	Phone	E-mail Address
Frank Kennedy	530-473-2955	fkennedy@cityofwilliams.org

Project Title

E Street Complete Streets Improvement Project

Location (Project Limits), Description (Scope of Work)

In the City of Williams, on E Street (City's Main Street) from 8th Street to Nicolaus Drive. Reconstruct E Street corridor roadway to include bike & pedestrian facilities, intersection safety improvements, street drainage improvements, removal of open roadside ditches & concrete headwalls, and rehabilitation of the existing street pavement.

Component	Implementing Agency
PA&ED	City of Williams
PS&E	City of Williams
Right of Way	City of Williams
Construction	City of Williams

Legislative Districts

Assembly:	4	Senate:	4	Congressional:	3

Project Benefits

This project will provide bike & pedestrian ADA compliant facilities, intersection safety improvements, street drainage improvements, removal of open roadside ditches & concrete headwalls, and rehabilitation of street pavement.

Purpose and Need

The purpose of this project is to provide "Complete Streets" improvements including bike & pedestrian ADA facilities to the E Street (Main street) corridor. E Street is in need of reconstruction to provide bike & pedestrian ADA compliant facilities, intersection safety improvements, street drainage improvements, removal of open roadside ditches & concrete headwalls, and rehabilitation of street pavement.

Category	Outputs	Unit	Total

NHS Improvements	Yes		Roadway Class			Reversible Lane analysis	No
Inc. Sustainable Communities Strategy Goals	Yes			Reduces Greenhouse Gas Emissions	Yes		

Project Milestone			Existing	Proposed
Project Study Report Approved				
Begin Environmental (PA&ED) Phase				07/01/22
Circulate Draft Environmental Document	**Document Type**	CE/CE		NA
Draft Project Report				NA
End Environmental Phase (PA&ED Milestone)				05/01/23
Begin Design (PS&E) Phase				07/01/23
End Design Phase (Ready to List for Advertisement Milestone)				10/01/24
Begin Right of Way Phase				07/01/23
End Right of Way Phase (Right of Way Certification Milestone)				10/01/24
Begin Construction Phase (Contract Award Milestone)				04/01/25
End Construction Phase (Construction Contract Acceptance Milestone)				11/01/26
Begin Closeout Phase				12/01/26
End Closeout Phase (Closeout Report)				06/01/27

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Attachment: 2020-ocip-project-programming-request-ppr-Williams_E Street Complete Streets Project (8045 : Resolution to Adopt 2022 RTIP)

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

PROJECT PROGRAMMING REQUEST

DTP-0001 (Revised 19 Feb 2020 v8.01j)

Date: 11/18/21

District	County	Route	EA	Project ID	PPNO	
03	COL	20				
Project Title:	State Route 20 & Margurite Street Intersection Improvement Project					

Existing Total Project Cost ($1,000s)									
Component	Prior	20-21	21-22	22-23	23-24	24-25	25-26+	Total	**Implementing Agency**
E&P (PA&ED)									City of Williams
PS&E									City of Williams
R/W SUP (CT)									City of Williams
CON SUP (CT)									City of Williams
R/W									City of Williams
CON									City of Williams
TOTAL									
Proposed Total Project Cost ($1,000s)									**Notes**
E&P (PA&ED)			20	80				100	
PS&E					200			200	
R/W SUP (CT)						25		25	
CON SUP (CT)						250		250	
R/W						50		50	
CON						2,000		2,000	
TOTAL			20	80	200	2,325		2,625	

Fund No. 1:									**Program Code**
Existing Funding ($1,000s)									
Component	Prior	20-21	21-22	22-23	23-24	24-25	25-26+	Total	**Funding Agency**
E&P (PA&ED)									City of Williams
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									
Proposed Funding ($1,000s)									**Notes**
E&P (PA&ED)			20	80				100	
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON						400		400	
TOTAL			20	80		400		500	

Fund No. 2:									**Program Code**
Existing Funding ($1,000s)									
Component	Prior	20-21	21-22	22-23	23-24	24-25	25-26+	Total	**Funding Agency**
E&P (PA&ED)									CCTC - RTIP
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									
Proposed Funding ($1,000s)									**Notes**
E&P (PA&ED)									
PS&E					200			200	
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON						600		600	
TOTAL					200	600		800	

Attachment: 2020-ocip-project-programming-request-ppr-Williams_SR20 at Margurite (8045 : Resolution to Adopt 2022 RTIP)

Fund No. 3:									Program Code
Existing Funding ($1,000s)									
Component	Prior	20-21	21-22	22-23	23-24	24-25	25-26+	Total	Funding Agency
E&P (PA&ED)									State - Caltrans - SHOPP and ITIP
PS&E									State funding from SHOPP and/or STIP. TBD
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									
Proposed Funding ($1,000s)									Notes
E&P (PA&ED)									
PS&E									
R/W SUP (CT)						25		25	
CON SUP (CT)						250		250	
R/W						50		50	
CON						1,000		1,000	
TOTAL						1,325		1,325	

Fund No. 4:									Program Code
Existing Funding ($1,000s)									
Component	Prior	20-21	21-22	22-23	23-24	24-25	25-26+	Total	Funding Agency
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									
Proposed Funding ($1,000s)									Notes
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									

Fund No. 5:									Program Code
Existing Funding ($1,000s)									
Component	Prior	20-21	21-22	22-23	23-24	24-25	25-26+	Total	Funding Agency
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									
Proposed Funding ($1,000s)									Notes
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									

Attachment: 2020-ocip-project-programming-request-ppr-Williams_SR20 at Margurite (8045 : Resolution to Adopt 2022 RTIP)

Fund No. 6:									Program Code
Existing Funding ($1,000s)									
Component	Prior	20-21	21-22	22-23	23-24	24-25	25-26+	Total	Funding Agency
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									
Proposed Funding ($1,000s)									Notes
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									

Attachment: 2020-ocip-project-programming-request-ppr-Williams_SR20 at Margurite (8045 : Resolution to Adopt 2022 RTIP)

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
PROJECT PROGRAMMING REQUEST
DTP-0001 (Revised 19 Feb 2020 v8.01j) *General Instructions*

Amendment (Existing Project) Yes				**Date:**	11/18/21
District	**EA**	**Project ID**	**PPNO**	**MPO ID**	
03	0L163		3185	Wes	

County	**Route/Corridor**	**PM Bk**	**PM Ahd**	**Nominating Agency**	
COLUSA	Wescott Road			Colusa County	
				MPO	**Element**

Project Manager/Contact	**Phone**	**E-mail Address**
David Swartz	(530) 682-9832	swartz@cecusa.net

Project Title

Wescott Road Rehabilitation and ADA Improvement Project

Location (Project Limits), Description (Scope of Work)

Rehabilitation of the existing pavement along with minor drainage repairs and improvements, construction of upgraded accessibility ramps and any required sidewalk, curb and gutter repairs to make the entire corridor ADA compliant on Wescott Road, from Louis Lane to the south edge of the Walnut Ranch Subdivision: a total length of approximately 5800 feet (1.1 miles).
Output/Outcome:
Wescott Road's existing pavement through the proposed project area is seriously deteriorated and showing extensive structural failure, and is in a state at which it is cost effective to save the pavement with a structural rehabilitation. Delay of this work will likely lead to higher cost, less efficient work requirements. Since Wescott Road serves as a major collector for Colusa's road system, preservation of

Component	**Implementing Agency**
PA&ED	City of Colusa
PS&E	City of Colusa
Right of Way	City of Colusa
Construction	City of Colusa

Legislative Districts					
Assembly:	2	**Senate:**	4	**Congressional:**	2

Project Benefits

Currently local traffic utilize other roadways, even though they travel a longer distance, to avoid the rough road. This project will result in a reduction of vehicle miles traveled by local residents when completed. The project closes substantial gaps in ADA deficiences consistent with the Cities adopted ADA transition plan. The project will promote nonvehicular traffic with new sidewalks and bike lanes.

Purpose and Need

The purpose of the project is to rehabilite Wescott Road, before it needs to be completely rebuilt, and to reduce vehicular traffic and promote the use of non vehicular transportation opportunities. The project also addresses numerous ADA deficiences along this corridor. The project also reduces localized flooding

Category	**Outputs**	**Unit**	**Total**
ADA Improvements	New sidewalk	SQFT	17000
Drainage	Culverts	LF	1820
Pavement (lane-miles)	Local road - rehabilitated	LF	5800
ADA Improvements	New curb ramp installed	EA	2

NHS Improvements	Y/N		Roadway Class			Reversible Lane analysis	Y/N
Inc. Sustainable Communities Strategy Goals	No			Reduces Greenhouse Gas Emissions	Yes		

Project Milestone			**Existing**	**Proposed**
Project Study Report Approved				
Begin Environmental (PA&ED) Phase				
Circulate Draft Environmental Document	**Document Type**	CE		
Draft Project Report				
End Environmental Phase (PA&ED Milestone)				
Begin Design (PS&E) Phase				
End Design Phase (Ready to List for Advertisement Milestone)				
Begin Right of Way Phase				
End Right of Way Phase (Right of Way Certification Milestone)				
Begin Construction Phase (Contract Award Milestone)				06/01/22
End Construction Phase (Construction Contract Acceptance Milestone)				10/30/22
Begin Closeout Phase				10/30/22
End Closeout Phase (Closeout Report)				12/31/22

ADA Notice For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento,

Attachment: Copy of 2022 STIP Funding Request Wescott Road (002) (8045 : Resolution to Adopt 2022 RTIP)

COUNTY OF COLUSA, CA **5.1**

Request For Transportation Commission and Transit Agency

MEETING DATE: **November 23, 2021**

DEPARTMENT: **Transit Agency**

FROM: **Thomas Simms**

SUBJECT: **Ratify Contract with Chico State Enterprise**

Ratify contract with **Chico State Enterprise (SUB21-008)** for the daily transportation of seniors, effective July 1, 2021.

Detailed Description/Background of request

This contract (SUB21-008) is with Chico State Enterprises, Area 3 Agency on Aging for the amount of $10,000. This money will be used to transport seniors to the Nutrition Center for lunches daily and medical transports on an appointment basis. This is a yearly contract that operates in line with our fiscal year.

There are 4 items that need to be signed once approved (see attachments):
1. Subcontract SUB21-008
2.CDA 1024
3. CDA 9026
4. CCC

Prior Board Action

N/A

Fiscal Impact/Funding Source

This funding is used as part of CCTA's farebox revenue and directly effects the farebox ratio. Additionally, this revenue source has been included in the FY 21/22 agency budget.

Action for the Clerk

Please provide contract approval to the Transit Manager once Board approved with the appropriate signatures and send to Area 3 Agency on Aging

ATTACHMENTS:

- SUB21-008 + All Exhibits (PDF)
- CDA 1024 (PDF)
- CDA 9026 (PDF)
- CCC 04-2017 (PDF)

- Email for Contract (DOCX)

SUBCONTRACT

SUBCONTRACT NUMBER	AM. NO.
SUB 21-008	
CONTRACTOR IDENTIFICATION NUMBER	

THIS SUBCONTRACT, made and entered into July 1, 2021, in the State of California, by and between **Chico State Enterprises** , hereafter called **Contractor**, and

SUBCONTRACTOR'S NAME

Colusa County ,hereafter called Subcontractor,

Contractor, on behalf of its program the Area 3 Agency on Aging (AAA), has received a Federal Passthrough Award, AP-2122-03 (Prime), from California Department of Aging to provide services according to Title III and Title VII Programs to meet the needs of California's older adult population. Contractor is entering into this subcontract with Subcontractor in order to facilitate the goals and objectives set forth in the Prime

Subcontractor agrees at its own expense to furnish all equipment, labor and materials necessary to provide Funder with the services as follows: the term of this Subcontract shall commence 7/1/2021 and will end 6/30/2022. The maximum amount of this Subcontract is $10,000 from the following funding sources:

Funding Source	Amount
Federal IIIB-Supportive Services	$10,000

Subcontractor agrees to provide Transportation services and the parties agree to comply with the terms and conditions of the following exhibits that are made a part of the Subcontract Agreement by this reference:

Exhibit A1 - Scope of Work
Exhibit A2 - Scope of Services – Transportation
Exhibit B1 - Budget to be provided by Subcontractor
Exhibit B2 - Budget Detail, Payment Provisions, and Closeout
Exhibit C - General Terms and Conditions
Exhibit D - Special Terms and Conditions
Exhibit E - Additional Provisions

CONTRACTOR	SUBCONTRACTOR
CHICO STATE ENTERPRISES	
BY: (AUTHORIZED SIGNATURE) DATE	BY: (AUTHORIZED SIGNATURE) DATE 10-26-21
PRINTED NAME AND TITLE OF PERSON SIGNING Mary Sidney Chief Executive Officer	PRINTED NAME AND TITLE OF PERSON SIGNING Frank Kennedy Vice-Chair
ADDRESS/E-MAIL 25 Main Street, Suite 203, CA 95928-5388 msidney@csuchico.edu	ADDRESS/E-MAIL 1215 Market Street, Colusa, CA 95932

Attachment: SUB21-008 + All Exhibits (6985 : Ratify Contract with Chico State Enterprise)

Exhibit A1
Scope of Work

ARTICLE I. PROGRAM DEFINITIONS

Definitions Specific to Title III Programs

1. a. Eligible Service Population for Title III B means individuals sixty (60) years of age or older, with emphasis on those in greatest economic and social need with particular attention to low-income minority older individuals, older individuals with Limited English Proficiency (LEP), and older individuals residing in rural areas. [OAA § 305 (a)(2)(E); 22 CCR 7119, 125, 7127, 7130, 7135 and 7638.7]

   b. Caregiver Assessment means a defined process of gathering information to identify the specific needs, barriers to carrying out caregiving responsibilities, and existing supports of a family caregiver or older relative caregiver, as identified by the caregiver involved, to appropriately target recommendations for support services described in section 373(b). Such assessment shall be administered through direct contact with the caregiver, which may include contact through a home visit, the Internet, telephone, or teleconference, or in-person interaction. [OAA §372(a)(1)]

2. Eligible Service Population for Title III C-1 and C-2 means individuals sixty (60) years of age or older, with emphasis on those in greatest economic and social need with particular attention to low-income minority older individuals, older individuals with LEP, and older individuals residing in rural areas. [OAA § 305 (a)(2)(E); 22 CCR 7125, 7127, 7130, 7135]

   a. Individuals eligible to receive a meal at a congregate nutrition site are:

      (1) Any older individual.

      (2) The spouse of any older individual.

      (3) A person with a disability, under age sixty (60) who resides in housing facilities occupied primarily by older individuals at which congregate nutrition services are provided.

      (4) A disabled individual who resides at home with and accompanies an older individual who participates in the program.

      (5) A volunteer under age sixty (60), if doing so will not deprive an older individual sixty (60) or older of a meal. [CCR 7636.9(b)(3); CCR 7638.7(b) and OAA 339(H)

      (6) Eligible Service Population for Title III E means an adult family member, or another individual, who is an informal provider of in-home and community care to an older individual or to an individual of any age with Alzheimer's disease or a related disease or related disorder.

Attachment: SUB21-008 + All Exhibits (6985 : Ratify Contract with Chico State Enterprise)

b. Individuals eligible to receive a home-delivered meal are individuals who are:

(1) Frail as defined by 22 CCR 7119, homebound by reason of illness or disability, or otherwise isolated. (These individuals shall be given priority in the delivery of services.) [45 CFR 1321.69(a)].

(2) A spouse of a person in 22 CCR 7638.7(c)(2), regardless of age or condition, if an assessment concludes that is in the best interest of the homebound older individual.

(3) An individual with a disability who resides at home with older individuals, if an assessment concludes that it is in the best interest of the homebound older individual who participates in the program.

3. Indirect Costs means costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objective specifically benefited, without effort disproportionate to the results achieved.

4. Individual with a disability term "individual with a disability" means an individual with a disability, as defined in Section 3 of the Americans with Disabilities Act of 1990 (42 U.S.C. 12102), who is not less than age 18 and not more than age 59. [OAA § 372(a)(2)]

5. In-kind Contributions means the value of non-cash contributions donated to support the project or program (e.g., property, service, etc.).

6. Matching Contributions means local cash and/or in-kind contributions made by the Contractor, a subcontractor, or other local resources that qualify as match for the Contract funding.

7. Non-Matching Contributions means local funding that does not qualify as matching contributions and/or is not being budgeted as matching contributions (e.g., federal funds, overmatch, etc.).

8. Nutrition Services Incentive Program (NSIP) means the program whose purpose is to provide incentives to encourage and reward effective performance by AAAs in the efficient delivery of nutritious meals to older individuals. The program consists of a cash allotment based on the ratio of the number of meals served by each Planning and Service Area (PSA) compared to the total number of meals served in the State in the prior-prior federal fiscal year.

9. One-Time-Only Funds means:

a. Titles III and VII federal funds allocated to the AAA in a State fiscal year that are not expended or encumbered for services and administration provided by June 30 of that fiscal year as reported to the California Department of Aging (CDA) in the Area Plan Financial Closeout Report. [22 CCR 7314(a)(6)]

b. Title III and VII federal funds recovered from an AAA, as a result of a fiscal audit determination and resolution by CDA. [22 CCR 7314(a)(7)]

c. Supplemental Title III and Title VII program funds allocated by the Administration on Aging to CDA, as a result of the federal reallotment process. [22 CCR 7314(a)(8)]

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10. Priority Services for Title III B means those services associated with access to services (transportation, outreach, information and assistance, and case management); in-home services including supportive services such as respite and visiting, for families of older individuals who are victims of Alzheimer's disease and related disorders with neurological and organic brain dysfunction; and legal assistance.

11. Program Income means revenue generated by the Contractor or the Subcontractor from contract-supported activities and may include:

    a. Voluntary contributions received from a participant or other party for services received.

    b. Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement.

    c. Royalties received on patents and copyrights from contract-supported activities.

    d. Proceeds from the sale of goods created under an AAA subcontract agreement.

12. Program Requirements means Title III program requirements found in the OAA [42 USC 3001-3058]; the Code of Federal Regulations [45 CFR 1321]; the California Code of Regulations [22 CCR 7000 et seq.]; and CDA Program Memoranda, and California Retail Food Code (CRFC).

13. Title III B (Supportive Services) means a variety of services including, but not limited to: personal care, homemaker, chore, adult day health care, case management, assisted transportation, transportation, legal assistance, information and assistance, outreach, ("services that promote or support social connectedness and reduce negative health effects associated with social isolation" after "outreach") and long-term care ombudsman advocacy, as defined in the National Aging Programs Information Systems (NAPIS) categories and the National Ombudsman Reporting System (NORS). [OAA § 321(a)]

14. Title III C-1 (Congregate Nutrition Services) means nutrition services for older individuals in a congregate setting. Services include meals, nutrition and health promotion education, health promotion programs, nutrition risk screening, and opportunities for socialization. Each meal shall provide one-third (1/3) of the Dietary Reference Intakes (DRI) and comply with the most current Dietary Guidelines for Americans (DGA). To be an eligible Title III C-1 congregate nutrition site, the site must meet all of the following criteria [22 CCR 7638.7(a)]:

    a. Be open to the public. [45 CFR 1321.53(b)(3)]

    b. Not means test. [OAA § 315(b)(3)]

    c. Provide participants the opportunity to make voluntary contributions and not deny service for not contributing to the cost of the service. [OAA § 315(b)(4)] [22 CCR 7638.9]

    d. Not receive funds from another source for the cost of the same meal, equipment, or services. [2 CFR 200.403(f)][45 CFR 75.403(f)]

15. Title III C-2 (Home-Delivered Nutrition Services) means nutrition services provided to homebound older individuals including meals, nutrition and health promotion education, and nutrition risk screening. Each meal shall provide one-third (1/3) of the DRI and comply with the most current Dietary Guidelines for Americans. [22 CCR 7135, 22 CCR 7638.7(c).

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ARTICLE II. SCOPE OF WORK

The Subcontractor shall:

1. Implement the statutory provisions of the Title III Programs [OAA § 306] in accordance with State and federal laws and regulations. The Subcontractor shall make every effort to meet the goals and objectives stipulated in the four-year Area Plan and annual updates of the Area Plan's Goals, Objectives, and Service Unit Plan, herein incorporated into this Agreement by reference. Performance shall not be unilaterally reduced or otherwise changed without prior consultation with, and written approval of CSE.

2. Establish and maintain an organization that shall have the ultimate accountability for funds received from CSE and for the effective and efficient implementation of the activities as described in the Area Plan and all pertinent State and federal laws and regulations including data reporting requirements.

3. Meet the requirements under OAA § 301(a)(1)(A) to secure and maintain maximum independence and dignity in a home environment for the eligible service population capable of self-care with appropriate supportive and nutrition services.

4. Remove individual and social barriers to economic and personal independence for the eligible service population to the extent possible as required under OAA § 301(a)(1)(B).

5. Provide a continuum of care for the vulnerable eligible service population as required under OAA § 301(a)(1)(C).

6. If applicable, secure the opportunity for the eligible service population to receive managed in-home services as required under OAA § 301(a)(1)(D).

7. Conduct and/or promote activities for the prevention and treatment of elder abuse, neglect, and exploitation, as required under OAA § 721.

8. Facilitate CSE's subcontracting process.

9. Facilitate CSE's process of review, approval, and monitoring of subcontractor's budgets and expenditures and any subsequent amendments and revisions to budgets. Subcontractor shall, to the extent feasible, ensure that all budgeted funds are expended by the end of the term of each agreement.

10. Facilitate CSE's process of monitoring, on an ongoing basis, Subcontractor's use of federal and State funds through reporting, site visits, regular contact, or other means to provide assurance that Subcontractor administers federal and state awards in compliance with laws, regulations, and the provisions of contracts and that performance goals are achieved. CSE must follow up and ensure that Subcontractor takes timely and appropriate action on all deficiencies pertaining to the Federal programs detected through monitoring and on-site review. [CFR 75.352]. Onsite program monitoring must be conducted every two years for all programs except Title III C-1 and Title III C-2, which must be conducted every year. Onsite Fiscal monitoring must be conducted every two years for all programs including Title III C-1 and Title III C-2.

11. If this Subcontract Agreement is for the provision of nutrition services, facilitate CSE's monitoring of nutrition programs. Non-food preparation congregate dining sites must be inspected using a standardized procedure developed by the AAA that assures all sites are seen systematically, but not necessarily every year. The AAA Registered Dietician (RD), annually, must physically inspect each food preparation site (central kitchen). AAA policies and procedures must guarantee the following:

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a. Inspection of non-food preparation nutrition sites at least every other year.

b. Inspection of non-food preparation nutrition sites more often if they are seen to have an increased risk for food safety violations or a history of corrective actions.

c. Inspection of central kitchens sites annually on-site. [22 CCR 7634.3(d)]

12. If this Subcontract Agreement is for the provision of nutrition services, maintain or increase the number of Title III C-1 and C-2 meals served if federal and/or State funds for meal programs increase. Subcontractor's nutrition program shall promote and maintain high standards of food safety and sanitation as required by the California Retail Food Code (CalCode).

13. Request, as needed, from CSE, support and technical assistance for direction, guidance, and interpretation of instructions to include client and performance data.

14. Distribute and maintain up-to-date CDA requirements so that all responsible persons have ready access to standards, policies, and procedures.

15. Provide program information and assistance to the public.

16. Maintain a program data collection and reporting system as specified in Exhibit E of this Subcontract agreement.

17. Recognize and utilize as appropriate the focal points designated by the AAA, as specified in 42 U.S.C. 3026(a)(8)(C)(i)-(iii), for comprehensive service delivery in the community:

a. Area 3 Agency on Aging Office, 25 Main Street, Suite 202, Chico, CA 95928-5388

b. Chico Area Recreation District, 545 Vallombrosa, Chico, CA 95926

c. Senior Center, 2450 Oro Dam Blvd, Ste. S, Oroville, CA 95965

d. Colusa County Dept. Health & Human Services Office, 251 E. Webster Street, Colusa, CA 95932

e. Glenn County Office of Education, 311 S. Villa, Willows, CA 95988

f. Orland Senior Center, 19 Walker Street, Orland, CA 95963

g. Willows Senior Center, 556 E. Sycamore, Willows, CA 95988

h. County of Plumas Office, 270 County Hospital Road, Suite 206, Quincy, CA 95971

i. Wildwood Senior Center, 366 Meadowbrook Lane, Chester, CA 96020

j. Portola Senior Citizen's Club, 449 W. Sierra, Portola, CA 96122

k. Veteran's Memorial Hall, 274 Lawrence, Quincy, CA 95971

Attachment: SUB21-008 + All Exhibits (6985 : Ratify Contract with Chico State Enterprise)

l. Mohawk Resource Center, Highway 89, Graeagle, CA

m. Tehama County Community Action Agency Office, 310 South Main Street, Red Bluff, CA, 96080

n. Tehama County Juvenile Detention Facility, 1840 Walnut Street, Red Bluff, CA 96080

o. Corning Senior Center, 1015 Fourth St, Corning, CA 96021

p. Red Bluff Multipurpose Senior Center, 1500 S Jackson, Red Bluff, CA 96080

18. Ensure that meal counts associated with Title III C-1, C-2 and NSIP are in accordance 22 CCR 7638.7(a)(1)-(4).

19. Offer a meal to a volunteer under-age of sixty (60) if doing so will not deprive an older individual of a meal. [22 CCR 7638.7(b)(1)] Subcontractor shall develop and implement a written policy for providing and accounting for volunteer meals. [22 CCR 7638.7(b)(2)]

20. Provide a home-delivered meal to an eligible individual. [22 CCR 7638.7(c)]

21. Report a meal only once either as a Title III meal or a Title VI meal.

22. Adhere to 48 CFR 3.908, implementing section 828, entitled "Pilot Program for Enhancement of Contractor Whistleblower Protections," of the National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013), applies to this Agreement.

23. Recognize any same-sex marriage legally entered into in a United States (U.S.) jurisdiction that recognizes their marriage, including one of the fifty (50) states, the District of Columbia, or a U.S. territory, or in a foreign country so long as that marriage would also be recognized by a U.S. jurisdiction.

    This applies regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. However, this does not apply to registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage.

    Accordingly, recipients must review and revise, as needed, any policies and procedures which interpret or apply federal statutory or regulatory references to such terms as "marriage," "spouse," family," "household member'" or similar references to familial relationships to reflect inclusion of same-sex spouse and marriages.

    Any similar familial terminology references in the U.S. Department of Health and Human Services' (HHS) statutes, regulations, or policy transmittals will be interpreted to include Same-sex spouses and marriages legally, entered into as described herein. [1 USC 7 - Section 3 of the Defense of Marriage Act]

Attachment: SUB21-008 + All Exhibits (6985 : Ratify Contract with Chico State Enterprise)

EXHIBIT A2 – Transportation
SCOPE OF SERVICE

Subcontractor agrees to provide the following transportation services and meet the following performance goals in compliance with the Older Americans Act, Title III, Subpart B regulations:

A. SERVICE OBJECTIVES

Subcontractor shall provide the following services on a regular basis by the close of this Agreement on June 30, 2022:

1. Transportation (1 one-way ride): Provision of a means of transportation for a person going from one location (home, senior center, medical facility, etc.) to another.

   a) Subcontractor will provide 715 one-way trips in and out of Colusa County providing 29 assisted and 686 non-assisted transportation for essential services such as medical appointments from July 1, 2021 through June 30, 2022.

2. Satisfaction Survey: Subcontractor will provide participants with an opportunity to express their opinion of the services received and will conduct no less than one (1) written satisfaction survey during the grant year. The results of the written survey will be provided to the Area Agency as soon as the results are compiled.

3. Subcontractor will provide services five (5) days per week, with the exception of the following holidays:

Independence Day	Labor Day	Columbus Day
Veterans' Day	Thanksgiving Day	Day after Thanksgiving
Christmas Day	New Year's Day	Martin L. King Day
Lincoln's Birthday	President's Day	Caesar Chavez Day
Memorial Day		

B. TARGET POPULATION OBJECTIVES

1. Subcontractor will give preference to older individuals with greatest economic and social need, with particular attention to low-income minority individuals, by providing them services in proportion to their existence in the general population. Additionally, they shall give preference to those older individuals who are at risk of institutionalization. The number of low-income, minority, and geographically isolated individuals actually served must equate to the percentages of those populations indicated in the most recent Census, as compared to the total number of unduplicated persons served.

Target Population in Greatest Social and Economic Need	Unduplicated Persons To Be Served
Total New Seniors	7
New Low Income	2
New Minority	3
New Geographically Isolated	6

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C. REPORTING

1. Subcontractor shall submit to the Agency the appropriate unduplicated client and CARS program performance reports no later than the 10th day of each month, and the financial status report no later than the 20th day of each month.

2. Performance by Subcontractor shall be measured against goals and objectives as set forth in this Agreement. Component objectives must remain at or above 85% of the projected year-to-date plan at the end of each consecutive month.

3. For any performance objective falling below 85% of the contracted level of units of service, Subcontractor must submit a corrective action plan including a timetable as to when such corrective action will be taken to correct the problem.

4. Subcontractors are required to meet all reporting and submittal deadlines. Any subcontractor who cannot meet a deadline will be required to notify the A3AA prior to the deadline and provide specific information as to why. Any subcontractor who fails to adhere to the specified reporting and submittal requirements may be required to submit a Corrective Action Plan to the A3AA for review and approval.

5. Failure of Subcontractor to meet contractual performance standards and/or to adhere to the specified reporting and submittal requirements may also result in delay of payment of grant funds and/or ineligibility to be considered for the award of One-Time-Only funds.

D. COMPENSATION

1. Annual compensation to Subcontractor shall not exceed the maximum available funding of $10,000.00.

E. MATCHING CONTRIBUTION

Subcontractor shall provide the non-Federal matching contribution required, equaling or exceeding the minimum requirement of 10.53% of the sum of the subcontract award plus Subcontractor's matching contribution.

A. F. EQUIPMENT PURCHASE

Equipment purchase must be on the budget and approved before purchase.

Attachment: SUB21-008 + All Exhibits (6985 : Ratify Contract with Chico State Enterprise)

Exhibit B1
Sub-Contractor Budget Detail

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To be provided by sub-contractor

Attachment: SUB21-008 + All Exhibits (6985 : Ratify Contract with Chico State Enterprise)

TITLE III B TRANSPORTATION SERVICES BUDGET

Agency: Colusa County Transit Agency
Budget Period: July - June (12 months)
Fiscal Year: (x) Original Budget ( ) Revision No. ___
Date: 8/5/2021

COST CATEGORY		(a) Budgeted Costs	(b) Regular	(c) Assisted
(1) Personnel	Cash	$5,260	$4,909	$351
	In-Kind	$9,642	$9,642	
(2) Travel/Training	Cash	$0		
	In-Kind	$0		
(3) Equipment*	Cash	$0		
	In-Kind	$0		
(4) Vehicle Operating Costs	Cash	$4,740	$4,430	$310
	In-Kind	$34,982	$34,982	
(5) Other Costs	Cash	$0		
	In-Kind	$0		
(6) Total Direct Costs	Cash	$10,000	$9,339	$661
	In-Kind	$44,624	$44,624	$0
(7) Indirect Costs @ 10% MAX	Cash	$0		
	In-Kind	$0		
(8) TOTAL ALL COSTS	Cash	$10,000	$9,339	$661
	In-Kind	$44,624	$44,624	$0

FUNDING CATEGORY		(d) Budgeted Funds	(e) Regular	(f) Assisted
(9) Non-Matching	Cash	$0		
	In-Kind	$0		
(10) Matching	Cash	$0	$0	
	In-Kind	$44,624	$44,624	
(11) Grant Related Income	Cash	$500	$500	
	In-Kind	$0		
(12) Title III Grant Funds	Cash	$10,000	$9,339	$661
	In-Kind	$0		
(13) TOTAL FUNDING	Cash	$10,000	$9,839	$661
	In-Kind	$44,624	$44,624	$0

UNIT COST		(g) OVERALL	(h) Regular	(i) Assisted
(14) Total Cost		$10,000	$9,339	$661
(15) Total Units of Service		686	686	
(16) Cost/Unit of Service		14.57725948	$13.61	#DIV/0!

MATCH CHECK		(j) OVERALL	(k) Regular	(l) Assisted
(17) Total Match		$44,624	$44,624	$0
10.53% Minimum		446%	478%	0%

* (!) IT EQUIPMENT AND EQUIPMENT VALUED OVER $4,999 REQUIRES PRIOR APPROVAL FROM PASSAGES AND MUST BE ADDED TO TAB AAA3 122P

Attachment: SUB21-008 + All Exhibits (6985 : Ratify Contract with Chico State Enterprise)

Exhibit B2
Budget Detail, Payment Provisions, and Closeout

ARTICLE I. FUNDS

A. Expenditure of Funds

1. The Contractor shall expend all funds received hereunder in accordance with this Agreement.

2. Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the State in accordance with the California Department of Human Resources' (CalHR) rules and regulations.

   a. Mileage/Per Diem (meals and incidentals)/Lodging: https://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx

   b. Out of State: http://hrmanual.calhr.ca.gov/Home/ManualItem/1/2201

   This is not to be construed as limiting the Subcontractor from paying any differences in costs, from funds other than those provided by CSE, between the CalHR rates and any rates Subcontractor is obligated to pay under other contractual agreements. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from CSE. [SCM 2.17.2.A(4)]

   Subcontractor agrees to include these requirements in all sub-subcontracts it enters into with sub-subcontractors to provide services pursuant to this Subcontract Agreement.

3. CSE reserves the right to refuse payment to Subcontractor or disallow costs for any expenditure, as determined by CSE to be out of compliance with this Subcontract Agreement, unrelated or inappropriate to subcontract activities, when adequate supporting documentation is not presented, or where prior approval was required, but was either not requested or not granted.

B. Accountability for Funds

1. Subcontractor shall maintain accounting records for funds received under the terms and conditions of this Agreement. These records shall be separate from those for any other funds administered by the Subcontractor and shall be maintained in accordance with Generally Accepted Accounting Principles and Procedures and the Office of Management and Budget's (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [2 CFR 200] [45 CFR 75]

2. Financial Management Systems

   Subcontractor shall meet the following standards for its financial management systems, as stipulated in 2 CFR 200.302 and 45 CFR 75.302:

   a. Financial Reporting.

   b. Accounting Records.

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c. Complete Disclosure.

d. Source Documentation.

e. Internal Control.

f. Budgetary Control.

g. Cash Management (written procedures).

h. Allowable Costs (written procedures).

C. Unexpended Funds

Upon termination, cancellation, or expiration of this Subcontract Agreement, or dissolution of the entity, the Contractor shall return to the State immediately upon written demand, any funds provided under this Agreement, which are not payable for goods or services delivered prior to the termination, cancellation, or expiration of this Agreement, or the dissolution of the entity.

D. Funding Contingencies

1. It is understood between the parties that this Subcontract Agreement may have been written before ascertaining the availability or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if this Subcontract Agreement were executed after that determination was made.

2. This Subcontract Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government or the Budget Acts of the appropriate fiscal years for purposes of this program(s). In addition, this Subcontract Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or the Legislature that may affect the provisions, terms, or funding of this Subcontract Agreement in any manner.

3. Limitation of Liability of CSE and/or State.

Payment for performance by the Subcontractor shall be dependent upon the availability of future appropriations by the California Legislature or Congress for the purposes of this Subcontract, approval by CSE of Subcontractor's budget, and approval by the State of CSE's itemized Area Plan Budget incorporating Subcontractor's budget. No legal liability on the part of the State nor the CSE may arise under this Subcontract until funds are made available, Subcontractor's budget has been received and approved by CSE, the State has approved CSE's itemized Area Plan Budget incorporating Subcontractor's budget, and Subcontractor has received an executed Subcontract.

Attachment: SUB21-008 + All Exhibits (6985 : Ratify Contract with Chico State Enterprise)

4. Funding Reduction(s)

   a. If funding for any State fiscal year is reduced or deleted by the California Department of Aging, California Department of Finance, California Legislature, or Congress for the purposes of this program, CSE shall have the option to either:

      (1) Terminate Subcontractor pursuant to Exhibit D., Article XII., A.

      (2) Offer a subcontract amendment to Subcontractor to reflect the reduced funding for this Subcontract.

   b. In the event that CSE elects to offer an amendment, it shall be mutually understood by both parties that:

      (1) CSE reserves the right to determine which subcontracts, if any, under this program shall be reduced.

      (2) Some subcontracts may be reduced by a greater amount than others, and CSE shall determine at its sole discretion the amount that any or all of the subcontracts shall be reduced for the fiscal year.

E. Interest Earned

1. Interest earned on federal advance payments deposited in interest-bearing accounts must be remitted annually to CSE. Interest amounts up to $500 per year may be retained by the Subcontractor for administrative expenses. [2 CFR 200.305(b)(9)] [45 CFR 75.305 (b)(9)]

2. Interest earned on advances of federal and non-federal funds shall be identified as non-match cash. [2 CFR 200.305(b)(8)] [45 CFR 75.305(b)(8)]

3. Subcontractor must maintain advance payments of federal awards in interest-bearing accounts, unless the following apply: [2 CFR 200.305(b)(8)] [45 CFR 75.305 (b)(8)]

   a. The Subcontractor receives less than $120,000 in federal awards per year.

   b. The best reasonably available interest-bearing account would not be expected to earn interest in excess of $500 per year on federal cash balances.

   c. The depository would require an average or minimum balance so high that it would not be feasible within the expected federal and non-federal cash resources.

   d. A foreign government or banking system prohibits or precludes interest bearing accounts.

ARTICLE II. BUDGET AND BUDGET REVISION

A. Subcontractor shall be compensated for expenses only as itemized in Subcontractor's budget then most recently approved by CSE and shall not be entitled to payment for those expenses until review and approval by CSE of Subcontractor's budget and until review and approval by the State of CSE's Area Plan Budget incorporating Subcontractor's budget. Subcontractor's Budget as approved by CSE is hereby incorporated by reference into this Subcontract Agreement as a part of Exhibit B.

Attachment: SUB21-008 + All Exhibits (6985 : Ratify Contract with Chico State Enterprise)

B. At any time during the Subcontract period, CSE may request that Subcontractor revise its budget to reflect changes in funding levels, or to more closely align with realistic projections of service levels, income, or expense.

C. The Budget must set forth in detail the reimbursable items, unit rates and extended total amounts for each line item. Subcontractor's Budget shall include, at a minimum, the following items when reimbursable under this Agreement:

4. New definitions for 2122 as follows:

   a. Personnel Costs – annual FTE wage rates and personnel classifications together with the percentage of time to be changed, specified for each fund source

   b. Fringe Benefits – specified for each fund source

   c. Staff Travel – mileage reimbursement, lodging, per diem, and other travel costs, specified for each fund source

   d. Staff training – attendance cost for necessary training, specified for each fund source

   e. Property / Equipment – detailed descriptions and unit costs, specified for each fund source

   f. Supplies – to include items below the $5,000 equipment threshold specified for each fund source

   g. Vendor / Consultant Agreements - specified for each fund source

   h. Food – used in delivering Congregate and Home Delivered meals

   i. Other – Facilities and other ordinary and necessary costs specified for each fund source

   j. Allocated Direct Costs – requires submission of a Direct Cost Allocation Plan for prior approval

   k. Subcontractor Services – summary cost for sub-contracted programs specified for each fund source

   l. Indirect Cost

D. Indirect Costs

1. The maximum reimbursement amount allowable for indirect costs is ten percent (10%) of the Subcontractor's Modified Total Direct costs (MTDC), excluding in-kind contributions and nonexpendable equipment unless there is an accepted negotiated rate accepted by all Federal awarding agencies. [2 CFR 200.414(c)(1), (f)] [45 CFR 75.414(c)(1), (f)].

2. Subcontractors requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate accepted by all federal awarding agencies or an allocation plan documenting the methodology used to determine the indirect costs.

3. Indirect costs exceeding the ten percent (10%) maximum may be budgeted as in-kind for purposes of meeting minimum matching requirements.

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4. For major Institutes of Higher Education and major nonprofit organizations, indirect costs must be classified within two broad categories: "Facilities" and "Administration." "Facilities" is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses.

5. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel and all other types of expenditures not listed specifically under one of the subcategories of "Facilities" (including cross allocations from other pools, where applicable). [2 CFR 200.414(a)] [45 CFR 75.414(a)]

ARTICLE III. PROGRAM SPECIFIC FUNDS

A. Program Income

1. Program Income must be reported and expended under the same terms and conditions as the program funds from which it is generated.

2. Program Income must be used to pay for current allowable costs of the program in the same fiscal year that the income was earned (except as noted in 4).

3. For Title IIIB, IIIC, Program Income must be spent before Subcontract funds (except as noted in 4) and may reduce the total amount of Subcontract funds payable to the Subcontractor.

4. For Title IIIB and IIIC programs, if Program Income is earned by Subcontractor in excess of the amount reported in Subcontractor's last CSE-approved budget, and if aggregate Program Income earned by all providers and CSE exceeds the amount reported in CSE's last CDA-approved Area Plan Budget, a proportionate share of the aggregate excess amount attributable to Subcontractor may be deferred for use during the first quarter of the following contract budget period, if said following contract budget period is the last quarter of the federal fiscal year.

5. If Program Income is deferred for use it must be used by the last day of the federal fiscal year and reported when used.

6. Program Income may not be used to meet the matching requirements of this Subcontract Agreement.

7. Program Income must be used to expand baseline services.

B. One-Time Only (OTO) Funds

One-Time-Only funds are grant funds which are additional to Subcontractor's baseline award. If awarded, One-Time-Only funds will be awarded by formal amendment of this Subcontract Agreement, will be identified by the AAA as "one-time-only" or "OTO" in said amendment, and shall not be expended by Subcontractor for any purpose other than the specific purpose or purposes set forth in said amendment.

Attachment: SUB21-008 + All Exhibits (6985 : Ratify Contract with Chico State Enterprise)

1. Titles III federal Program OTO funds shall only be used for the following purposes:

   a. The purchase of equipment that enhances the delivery of services to the eligible service population.

   b. Home and community-based projects that are approved in advance by CDA and are designed to address the unmet needs of the eligible service population identified in the Area Plan.

   c. Innovative pilot projects that are approved in advance by CDA and are designed for the development or enhancement of a comprehensive and coordinated system of services as defined in 45 CFR 1321.53(a)(b).

   d. OTO funds can be used to maintain or increase baseline services. However, Subcontractor shall assure that services funded with OTO funds will not create an expectation of service delivery beyond the current Subcontract period.

2. NSIP OTO funds shall only be used to purchase food used in the Elderly Nutrition Program.

C. Matching Contributions

"Matching Contributions" means local cash and/or in-kind contributions made by the Subcontractor, a sub-Subcontractor, or other local resources that qualify as match for the Subcontract funding.

1. Cash and/or in-kind contributions may count as match, if such contributions are used to meet program requirements.

2. Any matching contributions (cash or in-kind) must be verifiable from the records of the Subcontractor.

3. Matching contributions must be used for allowable costs in accordance with the OMB cost principles.

ARTICLE IV. PROGRAM SPECIFIC BUDGET AND BUDGET REVISION

A. Subcontractor may make written request to CSE for approval of a revision to Subcontractor's budget, but CSE may withhold such approval if such revision might cause CSE not to comply with any restrictions regarding revisions to the Area Plan Budget approved by the Department of Aging, or if sufficient funds are not available.

B. The final date to submit a request for a budget revision initiated by Subcontractor is December 15th of the Subcontract Agreement period for a budget revision requiring a transfer of funds between Title IIIB, IIIC-1, or IIIC-2, unless otherwise specified by CSE.

C. The final date to submit a request for a budget revision containing line-item adjustments only, and not requiring such transfer of funds, is March 30th.

D. Matching Requirements

1. The required program matching contribution for Title IIIB and IIIC is 10.53 percent.

Attachment: SUB21-008 + All Exhibits (6985 : Ratify Contract with Chico State Enterprise)

2. Minimum matching requirements for Title IIIB and IIIC are calculated on net costs, which are total costs less program income, NSIP, and non-matching contributions.

3. Program matching contributions for Title IIIB and IIIC can be pooled to meet the minimum requirement of 10.53%.

4. Matching contributions generated in-excess of the minimum required are considered overmatch.

E. Equipment

Equipment/Property with per unit cost of $5,000 or more requires justification from Subcontractor and prior approval from CSE and CDA. The Subcontractor must submit a detailed listing of equipment purchases in its budget.

ARTICLE V. PAYMENTS

A. Title III B and III C Programs

The Subcontractor shall prepare and submit to CSE a monthly expenditure report and request for payment, in a format determined by CSE, no later than the 20th calendar day of each month. The report shall include all costs and funding sources for the month prior, including NSIP for III C programs.

B. CSE shall review requests for payment to ensure compliance with the approved Subcontract budget and will analyze current cash needs.

C. CSE shall pay Subcontractor a total not to exceed the maximum amount specified herein. Payments to Subcontractor will be made after Enterprises receives funds from the Prime agency.

D. CSE may require financial reports more frequently than indicated above or with more detail (or both), upon written notice to Subcontractor, until such time as CSE determines that the financial management standards are met.

E. Maximum Funds Available

In consideration of the timely performance of the Subcontractor in a manner consistent with the law and this Subcontract Agreement, including reporting requirements, CSE shall pay the Subcontractor the lesser of (1) the Subcontractor's respective expenditures within the limitations of the approved budget and budget narrative attached hereto, and within the purview of eligible and chargeable costs as set forth in said budget and 45 CFR, Appendix F, and not otherwise reimbursed; or (2) the maximum subcontract award for each category of service as specified herein, or as hereinafter modified in writing by CSE; or (3), at the option of CSE, the product of the respective number of units of service actually provided for each category of service, for each County to be served, multiplied by the applicable maximum subcontract baseline award for said category of service, divided by the respective number of units of service for said category of service and County set forth in the scope of work attached hereto, or as hereinafter modified in writing by CSE.

ARTICLE VI. CLOSEOUT

A. The Financial Closeout Report and updated Report of Property Purchased with Agreement Funds must be submitted to CSE on or before July 20, 2022.

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If a Subcontract is terminated prior to the end of the subcontract period, all reports are due within 20 calendar days following the date of termination.

B. At CSE's election, grant funds may be reduced proportionately to maintain the required matching ratios if Subcontractor fails to report sufficient match in the Financial Closeout Report.

C. If the final expenditures reported to CSE exceed the amount paid to Subcontractor, CSE will reimburse the difference to Subcontractor up to the maximum amount. If the expenditures reported by Subcontractor are less than the payment amount, CSE will invoice Subcontractor for the unspent funds or deduct the amount of unspent funds from the amount advanced for the following contract budget period.

Attachment: SUB21-008 + All Exhibits (6985 : Ratify Contract with Chico State Enterprise)

Exhibit C
General Terms and Conditions

1. **Approval**

This Subcontract Agreement is of no force or effect until CSE's Agreement with the Department of Aging has been signed by both parties and approved by the Department of General Services, if required. Subcontractor may not commence performance until such approval has been obtained.

2. **Amendment**

No amendment or variation of the terms of this Subcontract agreement shall be valid unless made in writing, signed by the Parties and approved as required. No oral understanding or agreement not incorporated in the Subcontract Agreement is binding on any of the Parties.

3. **Conflict of Interest**

A. Conflict of Interest

1) CSE intends to avoid any real or apparent conflict of interest on the part of the Subcontractor, or employees, officers and directors of the Subcontractors. Thus, CSE reserves the right to determine, in its reasonable discretion, whether any information, assertion or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the Subcontractor to submit additional information or a plan for resolving the conflict, subject to CSE review and prior approval.

2) Conflicts of interest include, but are not limited to:

a) An instance where Subcontractor, or any employee, officer, or director of Subcontractor receiving information in connection with the performance of services hereunder has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing such services would result in private or personal benefit.

b) An instance where, in connection with the performance of services hereunder, the Subcontractor's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.

B. Evaluation

If either Party becomes aware of a known or suspected conflict of interest pursuant to the paragraph A above, the knowledgeable Party shall inform the other Party, and Subcontractor will be given an opportunity to submit additional information or to resolve the conflict. Within twenty (20) calendar days from the date of notification of the conflict, Subcontractor will provide additional information sufficient to fully evaluate the nature and effects of the potential conflict. If a conflict of interest is determined to exist by CSE in its reasonable discretion and cannot be resolved to the satisfaction of CSE, the conflict will be grounds for terminating the Subcontract Agreement for good cause pursuant to Article XII of Exhibit D of this Subcontract Agreement. CSE may, at its discretion upon receipt of a written request from Subcontractor, authorize an extension of the timeline indicated herein.

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4. **Audit**

Subcontractor agrees that CSE, the awarding State agency, the Department of General Services, the California State Auditor, or their designated representative shall have the right to audit and/or review and copy any records and supporting documentation pertaining to the performance of this Agreement if it exceeds $10,000. Subcontractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of record retention is stipulated in Exhibit D. If any litigation, claim, or audit begins prior to the expiration of the retention period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.

Subcontractor agrees to refund to CSE any amounts claimed for reimbursement and paid to Subcontractor which are later disallowed by CSE after audit or inspection of records.

5. **Use of Name and Publicity**

Neither Party will use the name of the other Party or its employees in any advertisement, press release, or publicity with reference to this agreement or any product or service resulting from this agreement, without prior written approval of the other Party.

6. **Notices**

All notices permitted or required under this Subcontract Agreement shall be in writing and shall be delivered in person or transmitted to the mailing address or email address of the Party as specified in Exhibit A3 of this Subcontract Agreement.

7. **Subject Headings**
Headings within this Subcontract Agreement are for convenient reference only and have no effect in limiting or extending the language of the provisions to which they refer.

8. **Force Majeure**

Neither Party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by "Force Majeure." As used in this section, "Force Majeure" is defined as follows: Acts of war and acts of God such as earthquakes, floods, and other natural disasters such that performance is impossible.

9. **Nondiscrimination**

California Government Code section 12990(c) requires that every state contract and subcontract for public works or for goods or services contain a nondiscrimination clause prohibiting discrimination on the bases of legally protected classes. The Department of Fair Employment and Housing is the state agency charged with enforcing California's civil rights laws, and requires the following language be included in this UTC. With respect to this section, "contract" means this Subcontract Agreement; "contractor" means Subcontractor; and "subcontract" means sub-subcontract.

During the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.

Attachment: SUB21-008 + All Exhibits (6985 : Ratify Contract with Chico State Enterprise)

Contractors and Subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Contractors and Subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, § 12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.).

The applicable regulations of the Fair Employment and Housing Council implementing Government Code section 12990, set forth in Subchapter 5 of Division 4.1 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its Subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

10. **Governing Law**

This Subcontract Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

11. **Severability**

The invalidity or unenforceability of any provisions of this Subcontract Agreement shall not affect the validity or enforceability of any other provision of this Subcontract Agreement, which shall remain in full force and effect.

12. **Entire Agreement**

This Subcontract Agreement constitute(s) the entire agreement between the Parties with respect to its subject matter and constitutes and supersedes all prior agreements, representations, and understandings of the Parties, written or oral.

13. **Order of Precedence for Exhibits.**

Any inconsistency in the provisions under this Agreement shall be resolved by giving precedence in the following order:

1. Exhibit D – Special Terms and Conditions
2. Exhibit E – Additional Provisions
3. Exhibit C – General Terms and Conditions

Attachment: SUB21-008 + All Exhibits (6985 : Ratify Contract with Chico State Enterprise)

Exhibit D
Special Terms and Conditions

Agency (Required for federal funding source)	**Prime Agreement Number/Date** (if available)	**If Federal, CFDA Number**	**Is prime award R&D? (yes/no)**
U.S. Department of Health and Human Services, Administration for Community Living	AP-2122-03	93.044 93.045 93.053	No

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS

A. General Definitions

1. The term "Subcontract Agreement" or "Subcontract" shall mean this numbered Subcontract Agreement, Exhibits A, AA, BB, C, D, and E, and Exhibit B which is Subcontractor's Budget as approved by CSE, amendments hereto, the Request for Proposal and Subcontractor's Proposal, if any, the terms and conditions of Agreement No. AP-1920-03 between Chico State Enterprises and the California Department of Aging and amendments thereto which are all hereby incorporated herein, as well as the Planning and Service Area No. 3 Area Plan and Area Plan Budget and any other documents incorporated by reference, unless otherwise provided in this Article.

2. "Subcontractor" means the governmental, nonprofit, or other legal entity awarded funds under this Subcontract Agreement and is accountable to CSE and to the State and/or federal government for use of these funds and which is responsible for executing the provisions for services of this Subcontract Agreement.

3. "CCR" means California Code of Regulations.

4. "CFR" means Code of Federal Regulations.

5. "Cal. Gov. Code" means California Government Code.

6. "OMB" means the federal Office of Management and Budget.

7. "Cal. Pub. Con. Code" means the California Public Contract Code.

8. "Cal. Civ. Code" means California Civil Code

9. "Reimbursable item" also means "allowable cost" and "compensable item."

10. "State" and "Department" mean the State of California and the California Department of Aging (CDA) interchangeably.

11. "Subcontractor" means the legal entity that receives funds from the Contractor to carry out part of a federal award identified in this Agreement.

Attachment: SUB21-008 + All Exhibits (6985 : Ratify Contract with Chico State Enterprise)

12. "Subcontract" means any form of legal agreement between the Contractor and the Subcontractor, including an agreement that the Contractor considers a contract, including vendor type Agreements for providing goods or services under this Agreement.

13. "Vendor" means an entity selling goods or services to the Contractor or Subcontractor during the Contractor or Subcontractor's performance of the Agreement.

14. "USC" means United States Code.

15. "HHS" means United States Department of Health and Human Services.

16. "OAA" means Older Americans Act.

B. Resolution of Language Conflicts

The terms and conditions of this federal award and other requirements have the following order of precedence, if there is any conflict in what they require:

1. This Subcontract Agreement, and all exhibits and amendments thereto.

2. The HHS Grant Terms and Conditions.

3. The Older Americans Act and other applicable federal statutes and their implementing regulations.

4. If applicable, the Older Californians Act and other California State codes and regulations.

5. Agreement No. AP-1920-03 between CSE and the California Department of Aging, all Exhibits and any amendments thereto.

6. Any other documents incorporated herein by reference including, if applicable, the federal HHS terms and conditions found in Part II of the HHS Grant Policy Statement. The HHS Grant Policy Statement is available under the HHS Policy Requirements Topic at https://www.hhs.gov/grants/grants/grants-policies-regulations/index.html

7. Program memos and other guidance issued by CDA.

ARTICLE II. ASSURANCES

A. Law, Policy and Procedure, Licenses, and Certificates

Subcontractor agrees to administer this Subcontract Agreement in accordance with all applicable local, State and federal laws and regulations including, but not limited to, discrimination, wages and hours of employment, occupational safety, and to fire, safety, health, and sanitation regulations, directives, guidelines and/or manuals related to this Subcontract Agreement and resolve all issues using good administrative practices and sound judgment. Subcontractor and its sub-Subcontractors shall keep in effect all licenses, permits, notices, and certificates that are required by law.

Attachment: SUB21-008 + All Exhibits (6985 : Ratify Contract with Chico State Enterprise)

B. Subcontracts

The Subcontractor shall require language in all subcontracts to require all sub-Subcontractors to comply with all applicable State and federal laws.

C. Nondiscrimination

The Subcontractor shall comply with all federal statutes relating to nondiscrimination. These include those statutes and laws contained in the Contractor Certification Clauses (CCC 307), which is hereby incorporated by reference. In addition, the Subcontractor shall comply with the following:

1. Equal Access to Federally Funded Benefits, Programs and Activities

   The Subcontractor shall ensure compliance with Title VI of the Civil Rights Act of 1964 [42 USC 2000d; 45 CFR 80], which prohibits recipients of federal financial assistance from discriminating against persons based on race, color, religion, or national origin.

2. Equal Access to State-Funded Benefits, Programs and Activities

   The Subcontractor shall, unless exempted, ensure compliance with the requirements of Cal. Gov. Code § 11135 et seq., and 2 CCR § 11140 et seq., which prohibit recipients of state financial assistance from discriminating against persons based on race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, or disability. [22 CCR § 98323]

3. California Civil Rights Laws

   Subcontractor shall, ensure compliance with the requirements of California Public Contract Code § 2010 by submitting a completed California Civil Rights Laws Certification, prior to execution of this Subcontract Agreement. The certificate is available at: http://www.dgs.ca.gov/ols/Forms.aspx

   The California Civil Rights Laws Certification ensures Subcontractor compliance with the Unruh Civil Rights Act (Cal. Civ. Code § 51) and the Fair Employment and Housing Act (Cal. Gov. Code § 12960), and ensures that Subcontractor's internal policies are not used in violation of California Civil Rights Laws.

4. The Subcontractor assures CSE that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. [42 USC 12101 et seq.]

5. The Subcontractor agrees to include these requirements in all contracts it enters into with Subcontractors to provide services pursuant to this Subcontract Agreement.

D. Standards of Work

Subcontractor agrees that the performance of work and services pursuant to the requirements of this Subcontract Agreement shall conform to accepted professional standards.

Attachment: SUB21-008 + All Exhibits (6985 : Ratify Contract with Chico State Enterprise)

E. Conflict of Interest

1. The Subcontractor shall prevent employees, consultants, or members of governing bodies from using their positions for purposes including, but not limited to, the selection of sub-Subcontractors, that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as family, business, or other ties. In the event that the CSE determines that a conflict of interest exists, any increase in costs associated with the conflict of interest may be disallowed by CSE and such conflict may constitute grounds for termination of the Subcontract Agreement.

2. This provision shall not be construed to prohibit employment of persons with whom the Contractor's officers, agents, or employees have family, business, or other ties, so long as the employment of such persons does not result in a conflict of interest (real or apparent) or increased costs over those associated with the employment of any other equally qualified applicant, and such persons have successfully competed for employment with the other applicants on a merit basis.

F. Covenant Against Contingent Fees

1. Subcontractor warrants that no person or selling agency has been employed or retained to solicit this Subcontract Agreement. There has been no agreement to make commission payments in order to obtain this Subcontract Agreement.

2. For breach or violation of this warranty, CSE shall have the right to terminate this Subcontract Agreement without liability or at its discretion to deduct from the Subcontract Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

G. Payroll Taxes and Deductions

Subcontractor shall promptly forward payroll taxes, insurances, and contributions, including State Disability Insurance, Unemployment Insurance, Old Age Survivors Disability Insurance, and federal and State income taxes withheld, to designated governmental agencies as required by law.

H. Facility Construction or Repair

This section applies only to Title III funds and not to other funds allocated to other Titles under the OAA. Title III funds may be used for facility construction or repair, but only with prior written approval by CSE.

1. When applicable for purposes of construction or repair of facilities, Subcontractor shall comply with the provisions contained in the following and shall include such provisions in any applicable agreements with Subcontractors:

   a. Copeland "Anti-Kickback" Act. [18 USC 874, 40 USC 3145] [29 CFR 3]

   b. Davis-Bacon Act. [40 USC 3141 et seq.] [29 CFR 5]

   c. Contract Work Hours and Safety Standards Act. [40 USC 3701 et seq.] [29 CFR 5, 6, 7, 8]

   d. Executive Order 11246 of September 14, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor Regulations. [41 CFR 60]

Attachment: SUB21-008 + All Exhibits (6985 : Ratify Contract with Chico State Enterprise)

2. Payments are not permitted for construction, renovation, alteration, improvement, or repair of privately-owned property which would enhance the owner's value of such property except where permitted by law and by CDA.

3. When funding is provided for construction and non-construction activities, Subcontractor must obtain prior written approval from CDA before making any fund or budget transfers between construction and non-construction.

I. Sub-Contracts in Excess of $100,000

If all funding provided herein exceeds $100,000, Subcontractor shall comply with all applicable orders or requirements issued under the following laws:

1. Clean Air Act, as amended. [42 USC 7401]

2. Federal Water Pollution Control Act, as amended. [33 USC 1251 et seq.]

3. Environmental Protection Agency Regulations. [40 CFR 29] [Executive Order 11738]

4. State Contract Act [Cal. Pub. Con. Code §10295 et seq.]

5. Unruh Civil Rights Act [Cal. Pub. Con. Code § 2010]

J. Debarment, Suspension, and Other Responsibility Matters

1. Subcontractor certifies to the best of its knowledge and belief, that it and its sub-Subcontractors:

   a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

   b. Have not, within a three-year period preceding this Subcontract Agreement, been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

   c. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification.

   d. Have not, within a three-year period preceding this Subcontract Agreement, had one or more public transactions (federal, State, or local) terminated for cause or default.

2. Subcontractor shall report immediately to CSE in writing, any incidents of alleged fraud and/or abuse by either Subcontractor or sub-Subcontractors.

Attachment: SUB21-008 + All Exhibits (6985 : Ratify Contract with Chico State Enterprise)

3. Subcontractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by CSE.

4. Subcontractor agrees to timely execute any and all amendments to this Subcontract Agreement or other required documentation relating to the sub-Subcontractor's debarment/suspension status.

K. Agreement Authorization

1. If a public entity, Subcontractor shall submit to CDA a copy of an approved resolution, order, or motion referencing this Agreement number authorizing execution of this Agreement. If a private nonprofit entity, Subcontractor shall submit to CDA an authorization by the Board of Directors to execute this Agreement, referencing this Agreement number.

2. These documents, including minute orders must also identify the action taken.

3. Documentation in the form of a resolution, order, or motion by the Governing Board of the AAA is required for the original and each subsequent amendment to this Agreement. This requirement may also be met by a single resolution from the Governing Board of Subcontractor authorizing the AAA Director or designee to execute the original and all subsequent amendments to this Agreement.

L. Contractor's Staff

1. Subcontractor shall maintain adequate staff to meet Subcontractor's obligations under this Agreement.

2. This staff shall be available to the State and/or to CSE for training and meetings which the State and/or CSE may find necessary from time to time.

M. Corporate Status

1. Subcontractor shall be a public entity, private nonprofit entity, or Joint Powers Authority (JPA). If a private nonprofit corporation or JPA, Subcontractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of this Agreement.

2. Subcontractor shall ensure that any sub-

3. Subcontractors providing services under this Agreement shall be of sound financial status.

4. Any subcontracting private entity or JPA shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of this Agreement.

5. Failure to maintain good standing by the contracting entity shall result in suspension or termination of this Subcontract Agreement with CDA until satisfactory status is restored. Failure to maintain good standing by a sub-subcontracting entity shall result in suspension or termination of the sub-subcontract by Subcontractor until satisfactory status is restored.

Attachment: SUB21-008 + All Exhibits (6985 : Ratify Contract with Chico State Enterprise)

N. Lobbying Certification

Subcontractor, by signing this Subcontract Agreement, hereby certifies to the best of its knowledge and belief, that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of Subcontractor, to any person for influencing or attempting to influence an officer or employee of any agency; a Member of Congress; an officer or employee of Congress; or an employee of a Member of Congress; in connection with the awarding of any federal contract; the making of any federal grant; the making of any federal loan; the entering into of any cooperative agreement; and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, Subcontractor shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

3. Subcontractor shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including contracts under grants, loans, and cooperative agreements which exceed $100,000) and that all sub-Subcontractors shall certify and disclose accordingly.

4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

5. This certification is a prerequisite for making or entering into this transaction imposed by 31 USC 1352.

6. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

O. Subcontractor and its sub-subcontractor/Vendors shall comply with Governor's Executive Order 2-18-2011, which bans expenditures on promotional and marketing items colloquially known as "S.W.A.G." or "Stuff We All Get."

ARTICLE III. AGREEMENT

A copy of this Subcontract Agreement is on file and available for inspection at Chico State Enterprises, 25 Main Street, Suite 103, Chico, CA 95928-5388.

ARTICLE IV. COMMENCEMENT OF WORK

Should Subcontractor begin work in advance of receiving notice that this Agreement is approved, that work may be considered as having been performed at risk as a volunteer and may not be reimbursed or compensated.

Attachment: SUB21-008 + All Exhibits (6985 : Ratify Contract with Chico State Enterprise)

ARTICLE V. SUB-SUBCONTRACTS BY SUBCONTRACTOR

Subcontractor shall not sub-subcontract any portion of the work under this Subcontract Agreement without prior review of the proposed sub-subcontracting agreement and written approval by CSE. Should work begin in advance of receiving such approval, that work may be considered as having been performed at risk as a mere volunteer and its cost may not be reimbursed or compensated. Moreover, the authorization by Subcontractor of such work without prior review of the proposed sub-subcontracting agreement and written approval by CSE may be deemed by CSE to be cause for immediate suspension or termination of this Subcontract Agreement.

A. Subcontractor is responsible for carrying out the terms of this Subcontract Agreement, including the satisfaction, settlement, and resolution of all administrative, programmatic, and fiscal aspects of the program(s), including issues that arise out of any sub-subcontracts, and shall not delegate or contract these responsibilities to any other entity. This includes, but is not limited to, disputes, claims, protests of award, or other matters of a contractual nature. Subcontractor's decision is final, and the sub-Subcontractor has no right of appeal to CSE or CDA.

B. Subcontractor shall, in the event any sub-Subcontractor is utilized by Subcontractor for any portion of this Subcontract Agreement, retain the prime responsibility for all the terms and conditions set forth, including but not limited to, the responsibility for preserving the State's copyrights and rights in data in accordance with Article XVIII of this Exhibit, for handling property in accordance with Article VII of this Exhibit, and ensuring the keeping of, access to, availability of, and retention of records of Subcontractors in accordance with Article VI of this Exhibit.

C. Subcontractor shall not obligate funds for this Subcontract Agreement in any sub-subcontracts for services beyond the ending date of this Subcontract Agreement.

D. Subcontractor shall have no authority to contract for, or on behalf of, or incur obligations on behalf of CSE or the State.

E. Subcontractor shall maintain on file copies of sub-subcontracts, memorandums and/or Letters of Understanding which shall be made available for review at the request of CSE or CDA.

F. Subcontractor shall monitor the insurance requirements of its sub-Subcontractors in accordance with Article XI, Section G of this Exhibit.

G. Subcontractor shall ensure that the Sub-subcontractor will complete all reporting and expenditure documents requested by CSE. These reporting and expenditure documents shall be sent to Subcontractor in a timely manner and at intervals as determined by CSE.

H. Subcontractor shall, prior to the awarding of a sub-subcontract to any for-profit entity, submit the following to CSE for review and approval:

   1. The Request for Proposal or Invitation for Bid.

Attachment: SUB21-008 + All Exhibits (6985 : Ratify Contract with Chico State Enterprise)

2. All bid proposals received.

3. The proposal or bid evaluation documentation, along with Subcontractor's rationale for awarding the sub-subcontract to a for-profit entity. [22 CCR 7362] Where a program may be subcontracted to a for-profit organization, Subcontractor should include in its sub-subcontract with the for-profit entity, a requirement for performance of a program-specific audit of the sub-subcontracted program by an independent audit firm.

I. Subcontractor shall require all sub-subcontractors to maintain adequate staff to meet the sub-Subcontractor's Agreement with Subcontractor. This staff shall be available to the State for training and meetings which the State may find necessary from time to time.

J. If a private nonprofit corporation, the sub-Subcontractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.

K. Subcontractor shall refer to 2 CFR 200.330, Subpart D - Subrecipient and Contractor Determinations and 45 CFR 75.351, Subpart D - Subrecipient and Contractor Determinations in making a determination if a sub-Subcontractor relationship exists. If such a relationship exists, then Subcontractor shall follow the procurement requirements in the applicable OMB Circular.

L. Subcontractor shall utilize procurement procedures as follows:

1. Subcontractor shall obtain goods and services through open and competitive awards. Subcontractor shall have written policies and procedures, including application forms, for conducting an open and competitive process, and any protests resulting from the process.

2. For goods and services purchased with Title III or Title VII funds, the procurement procedures must include, at a minimum, the requirements set forth in 22 CCR 7352. The only exception is contained in 22 CCR 7360(a). Subcontractor issuing a noncompetitive award must comply with 22 CCR 7360(b)-(d).

ARTICLE VI. RECORDS

A. Subcontractor shall maintain complete records which shall include, but not be limited to, accounting records, contracts, agreements, a reconciliation of the "Financial Closeout Report" (Closeout to CSE) to the audited financial statements, single audit report, and general ledgers. This includes the following: Letters of Agreement, insurance documentation, memorandums and/or Letters of Understanding, patient or client records, and electronic files of its activities and expenditures hereunder in a form satisfactory to CSE and CDA. All records pertaining to this Subcontract Agreement must be made available for inspection and audit by CSE or by the State or its duly authorized agents, at any time during normal business hours.

B. All such records, including confidential records, must be maintained and made available by Subcontractor: (1) until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by CDA's Audit Branch, (2) for such longer period, if any, as is required by applicable statute, by any other clause of this Subcontract Agreement, or by Sections A and C of this Article, and (3) for such longer period as CDA deems necessary.

Attachment: SUB21-008 + All Exhibits (6985 : Ratify Contract with Chico State Enterprise)

C. If this Subcontract Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as specified in Section A above. Subcontractor shall ensure that any resource directories and all client records remain the property of CSE and CDA upon termination of this Subcontract Agreement and are returned to CSE and/or CDA or transferred to another Subcontractor as instructed by CSE and/or CDA.

D. In the event of any litigation, claim, negotiation, audit exception, or other action involving the records, all records relative to such action shall be maintained and made available until every action has been cleared to the satisfaction of CSE and/or the State and is so stated in writing to Subcontractor.

E. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed by CSE under this Subcontract Agreement.

F. If the allowability of expenditures cannot be determined because records or documentation of Subcontractor are nonexistent or inadequate according to guidelines set forth in 2 CFR 200.302 and 45 CFR 75.302, the expenditures will be questioned in the audit and may be disallowed by CSE or CDA during the audit resolution process.

G. All records containing confidential information shall be handled in a confidential manner in accordance with the requirements for information integrity and security, and in accordance with guidelines set forth in this Article, and Article XVIII. After the authorized period has expired, confidential records shall be shredded and disposed of in a manner that will maintain confidentiality.

ARTICLE VII. PROPERTY

A. Unless otherwise provided for in this Article, property refers to all assets used in operation of this Subcontract Agreement.

1. Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, and intangibles, etc.

2. Property does not include consumable office supplies such as paper, pencils, toner cartridges, file folders, etc.

B. Property acquired under this Subcontract agreement, which meets any of the following criteria is subject to the reporting requirements:

1. Has a normal useful life of at least one (1) year and has a unit acquisition cost of at least $5,000 (a desktop or laptop setup, is considered a unit, if purchased as a unit).

2. All computing devices, regardless of cost (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones and cellphones).

3. All Portable electronic storage media, regardless of cost (including but not limited to, thumb/flash drives and portable hard drives).

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C. Additions, improvements, and betterments to assets meeting all of the conditions in Section B above must also be reported. Additions typically involve physical extensions of existing units. Improvements and betterments typically do not increase the physical size of the asset. Instead, improvements and betterments enhance the condition of an asset (e.g., extend life, increase service capacity, and lower operating costs). Examples of assets that might be improved and bettered include roads, bridges, curbs and gutters, tunnels, parking lots, streets and sidewalks, drainage, and lighting systems.

D. Intangibles are property which lack physical substance but give valuable rights to the owner. Examples of intangible property include patents, copyrights, leases, and computer software. By contrast, hardware consists of tangible equipment (e.g., computer printer, terminal, etc.). Costs include all amounts incurred to acquire and to ready the intangible asset for its intended use. Typical intangible property costs include the purchase price, legal fees, and other costs incurred to obtain title to the asset.

E. Subcontractor shall keep track of property purchased with funds from this Subcontract Agreement that meet the requirements as defined in Exhibit D, Article VII, item B, and submit to CDA a Property Acquisition Form (CDA 9023) for all property furnished or purchased by either Subcontractor or its Sub-Subcontractors with funds awarded under the terms of this Agreement, as instructed by CSE. Subcontractor shall certify their reported property inventory annually with the Closeout by completing the Program Property Inventory Certification (CDA 9024), unless further restricted by Exhibit E, where applicable.

F. Subcontractor shall record, at minimum, the following information when property is acquired:

1. Date acquired.
2. Item description (include model number).
3. Property identification number identifying it as CDA Property.
4. Serial number (if applicable).
5. Purchase cost or other basis of valuation.
6. Fund source

G. Disposal of Property

1. Prior to disposal of any property purchased by Subcontractor or the sub-Subcontractor with funds from this Subcontract Agreement, Subcontractor must obtain approval from CSE, which will in turn seek approval from CDA, for all reportable property as defined in Section B of this Article. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from CSE and CDA. Subcontractor shall submit to CSE a Request to Dispose of Property (CDA 248). CDA will then instruct CSE, and CSE will then instruct Subcontractor, on disposition of the property. Once approval for disposal has been received from CDA and CSE, and Subcontractor has reported to CSE the Property Survey Report's (STD 152) Certification of Disposition, the item(s) shall be removed from Subcontractor's inventory report.

2. Subcontractor must remove all confidential, sensitive, or personal information from CDA property prior to disposal, including removal or destruction of data on computing devices with digital memory and storage capacity. This includes, but is not limited to magnetic tapes, flash drives, personal computers, personal digital assistants, cell or smart phones, multi-function printers, and laptops.

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H. Any loss, damage, or theft of equipment shall be investigated, fully documented and Subcontractor shall promptly notify CSE.

I. CSE and the State reserves title to all CSE and/or State-purchased or financed property not fully consumed in the performance of this Subcontract Agreement, unless otherwise required by federal law or regulations or as otherwise agreed by the parties.

J. Subcontractor shall exercise due care in the use, maintenance, protection, and preservation of such property during the period of the project and shall assume responsibility for replacement or repair of such property during the period of the project, or until Subcontractor has complied with all written instructions from CSE and/or CDA regarding the final disposition of the property.

K. In the event of Subcontractor's dissolution or upon termination of this Subcontractor Agreement, Subcontractor shall provide a final property inventory to CSE. CSE and the State reserves the right to require Subcontractor to transfer such property to another entity, or to CSE or to the State.

L. To exercise the above right, no later than one hundred twenty (120) days after termination of this Agreement or notification of Subcontractor's dissolution, CSE or the State will issue specific written disposition instructions to Subcontractor.

M. Subcontractor shall use the property for the purpose for which it was intended under the Subcontract Agreement. When no longer needed for that use, Subcontractor shall use it, if needed, and with written approval of the State for other purposes in this order:

1. For another CDA program providing the same or similar service.

2. For another CDA-funded program.

N. Subcontractor may share use of the property and equipment or allow use by other programs, upon written approval from CSE and CDA. As a condition of the approval, CSE and/or CDA may require reimbursement under this Subcontract Agreement for its use.

O. Subcontractor shall not use equipment or supplies acquired under this Subcontract Agreement with federal and/or State monies for personal gain or to usurp the competitive advantage of a privately-owned business entity.

P. If purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the Budget Summary.

Q. Subcontractor shall include the provisions contained in this Article in all its sub-subcontracts awarded under this Agreement.

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ARTICLE VIII. ACCESS

Subcontractor shall provide access to CSE, the federal or State contracting agency, the California State Auditor, the Comptroller, General of the United States, or any of their duly authorized federal or State representatives to any books, documents, papers, and records of Subcontractor which are directly pertinent to this specific Agreement for the purpose of making an audit, examination, excerpts, and transcriptions. Subcontractor shall include this requirement in its sub-subcontracts.

ARTICLE IX. MONITORING AND EVALUATION

A. Authorized CSE and/or State representatives shall have the right to monitor and evaluate Subcontractor's administrative, fiscal and program performance pursuant to this Subcontract Agreement. Said monitoring and evaluation may include, but is not limited to, administrative processes, fiscal, data and procurement components. This will include policies, procedures, procurement, audits, inspections of project premises, interviews of project staff and participants, and when applicable, inspection of food preparation sites.

B. Subcontractor shall cooperate with CSE and the State in the monitoring and evaluation processes, which include making any administrative, program and fiscal staff available during any scheduled process.

C. Subcontractor shall monitor contracts and subcontracts to ensure compliance with laws, regulations, and the provisions of contracts that may have a direct and/or material effect on each of its CDA funded programs.

D. Subcontractor is responsible for maintaining supporting documentation including financial and statistical records, contracts, subcontracts, monitoring reports, and all other pertinent records until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by CDA.

ARTICLE X. AUDIT REQUIREMENTS

A. If Subcontractor is a local government agency or a non-profit organization or an educational institution, and Subcontractor expends $750,000 or more in federal funds during its fiscal year, Subcontractor shall arrange for an audit to be performed as required by the Single Audit Act of 1984, Public Law 98-502; the Single Audit Act Amendments of 1996, Public Law 104-156; and 2 CFR 200.501 to 200.521 [formerly OMB Circular A-133]. A copy shall be submitted to the:

Chico State Enterprises
Attn: AAA Fiscal Officer
25 Main Street, Suite 103
Chico, CA 95928-5388

The copy shall be submitted within 30 days after receipt of the auditor's report or nine months after the end of the audit period, whichever occurs first, unless a longer period is agreed to in advance by the cognizant or oversight agency.

Subcontractor shall ensure that expenditures of funding awarded under this Subcontract Agreement are displayed in the single audit report's "Schedule of Expenditures of Federal Awards" (SEFA) under the appropriate Catalog of Federal Domestic Assistance (CFDA) number as referenced in Exhibit E of this Subcontract Agreement Section E of this Article.

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B. Subcontractor shall perform a reconciliation of its "Financial Closeout Report" to its audited financial statements, single audit, and general ledger. The reconciliation shall be maintained and made available for CSE and CDA review.

C. CSE will review Subcontractor's resolution within 15 months of Subcontractor's submission of its "Financial Closeout Report."

D. CSE's agreement with CDA imposes upon CSE the responsibility for resolving this subcontract with Subcontractor to determine whether funds provided under this Subcontract Agreement are expended in accordance with applicable laws, regulations, and provisions of the Subcontract Agreement.

Subcontract resolution includes:

1. Ensuring that Subcontractor, if other than a for-profit entity, and if it expends $750,000 or more in Federal Awards during Subcontractor's fiscal year, has met the audit requirements of [2 CFR §200.501 - §200.521 [formerly OMB Circular A-133] as summarized in Section D and E of this Article and 45 CFR 75.501-75.521 as summarized in section C and D of this Article.

2. Issuing a management decision on Subcontractor's audit findings within six (6) months after receipt of Subcontractor's single audit report and ensuring that Subcontractor takes appropriate and timely corrective action.

3. Reconciling expenditures reported to CSE to the amounts identified in the single audit, or in other type of audit if Subcontractor is not subject to single audit requirements. If Subcontractor is not required to obtain a single audit and did not obtain another type of audit, the reconciliation of expenditures reported to CSE must be accomplished through the performance by CSE of alternative procedures (e.g., risk assessment [2 CFR 200.331], documented review of financial statements, and documented expense verification, including match, etc.).

4. When alternative procedures are used, CSE will perform testing of Subcontractor's financial management system for the following:

   a. Accurate, current, and complete disclosure of the financial results of each federal award or program.

   b. Records that adequately identify the source and application of funds for each federally funded activity.

   c. Effective control over, and accountability for, all funds, property, and other assets to ensure these items are used solely for authorized purposes.

   d. Comparison of expenditures with budget amounts for each federal award.

   e. Written procedures to implement the requirements of 2 CFR 200.305.

   f. Written procedures for determining the allowability of costs in accordance with 2 CFR Part 200, Subpart E – Cost Principles [2 CFR 200.302].

5. CSE will document system and expense testing to show an acceptable level of reliability, including a review of actual source documents.

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6. CSE will determine whether the results of the reconciliation performed necessitate adjustment of CSE's own records

7. Subcontractor shall facilitate CSE's fulfillment of all of CSE's subcontract resolution responsibilities.

E. If a single audit report is required, Subcontractor's single audit report shall meet 2 CFR Part 200, Subpart F - Audit Requirements [formerly OMB Circular A-133] requirements:

1. Performed timely - not less frequently than annually and a report submitted timely. The audit is required to be submitted within thirty (30) days after receipt of the Auditor's report or nine (9) months after the end of the audit period, whichever occurs first. [2 CFR 200 512]

2. Properly procured - use procurement standards for auditor selection. [2 CFR 200.509]

3. Performed in accordance with Generally Accepted Government Auditing Standards. [2 CFR 200.514]

4. All inclusive - includes an opinion (or disclaimer of opinion) of the financial statements; a report on internal control related to the financial statements and major programs; an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements, and the schedule of findings and questioned costs. [2 CFR 200.515]

5. Performed in accordance with provisions applicable to this program as identified in 2 CFR Part 200, Subpart F Audit Requirements [formerly OMB Circular A-133 Compliance Supplement].

F. Subcontractor shall include in its contract with the independent Auditor that the Auditor will comply with all applicable audit requirements/standards, that CSE and the State shall have access to all audit reports and supporting work papers, and that the CSE and CDA have the option to perform additional work, as needed.

G. A reasonably proportionate share of the costs of audits required by, and performed in accordance with, the Single Audit Act Amendments of 1996, as implemented by requirements of this part, are allowable. However, the following audit costs are unallowable:

1. Any costs when audits required by the Single Audit Act and 2 CFR 200, Subpart F - Audit Requirements have not been conducted or have been conducted but not in accordance therewith; and

2. Any costs of auditing non-Federal entity that is exempted from having an audit conducted under the Single Audit Act and 2 CFR Part 200, Subpart F - Audit Requirements because its expenditures under Federal awards are less than $750,000 during the non-federal entity's fiscal year.

H. Subcontractor shall cooperate with and participate in any further audits which may be required by CSE or by the State.

ARTICLE XI. INSURANCE

A. Prior to commencement of any work under this Subcontract Agreement, Subcontractor shall provide for the term of this Agreement, the following insurance:

1. General liability of not less than $1,000,000 per occurrence for bodily injury and property damage combined. Higher limits may be required by the State in cases of higher than usual risks.

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2. Automobile liability including non-owned auto liability, of not less than $1,000,000 for volunteers and paid employees providing services supported by this Subcontract Agreement.

3. If applicable, or unless otherwise amended by future regulation, Subcontractor and Subcontractors shall comply with the Public Utilities Commission General Order No. 115-F which requires higher levels of insurance for charter-party carriers of passengers and is based on seating capacity as follows:

   $750,000 if seating capacity is under 8

   $1,500,000 if seating capacity is 8 – 15

   $5,000,000 if seating capacity is over 15

4. Workers Compensation and Employers' Liability per statutory limits.

5. Professional liability of not less than $1,000,000 as it appropriately relates to the services rendered. Coverage shall include medical malpractice and/or errors and omissions. (All programs except Title V).

B. The insurance will be obtained from an insurance company acceptable to the Department of General Services, Office of Risk and Insurance Management (DGS, ORIM), or be provided through partial or total self-insurance acceptable to the Department of General Services (DGS).

C. Evidence of insurance shall be in a form and content acceptable to DGS, ORIM.

D. Subcontractor shall notify CSE within five (5) business days of any cancellation, non-renewal, or material change that affects required insurance coverage.

E. Insurance obtained through commercial carriers shall meet the following requirements:

1. The Certificate of Insurance shall provide that the insurer will not cancel the insured's coverage without thirty (30) days prior written notice to CSE, or ten (10) days written notice if the reason for cancellation is for non-payment of insurance premium.

2. The Certificate of Insurance shall provide that Chico State Enterprises, the California State University, Chico, the Trustees of the California State University, the State of California, their officers, agents, employees, and servants are included as additional insureds, with respect to work performed under this Subcontract Agreement. Workers Compensation and Professional liability coverage are exempt from this requirement.

3. Chico State Enterprises shall be named as the certificate holder and CSE's address must be listed on the certificate.

F. The insurance provided herein shall be in effect at all times during the term of this Subcontract Agreement. In the event the insurance coverage expires during the term of this Subcontract Agreement, Subcontractor agrees to provide CSE, at least thirty (30) days prior to the expiration date, a new Certificate of Insurance evidencing insurance coverage as provided herein for a period not less than the remaining Agreement term or for a period not less than one (1) year. In the event Subcontractor fails to keep in effect at all times said insurance coverage, CSE may, in addition to any other remedies it may have, terminate this Subcontract Agreement.

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G. Subcontractor shall require its sub-Subcontractors under this Subcontract Agreement, other than units of local government which are similarly self-insured, to maintain adequate insurance coverage for general liability, Worker's Compensation liabilities, and if appropriate, auto liability including non-owned auto and professional liability, and further, Subcontractor shall require all of its sub-Subcontractors to hold Subcontractor harmless. The sub-Subcontractor's Certificate of Insurance for general and auto liability shall also name Subcontractor, not CSE nor the State, as the certificate holder and additional insured. Subcontractor shall maintain Certificates of Insurance for all of its Subcontractors.

H. A copy of each appropriate Certificate of Insurance or letter of self-insurance, referencing this Subcontract Agreement number shall be submitted to CSE with this Subcontract Agreement.

I. Subcontractor shall be insured against liability for Worker's Compensation or undertake self-insurance in accordance with the provisions of the Labor Code and Subcontractor affirms to comply with such provisions before commencing the performance of the work under this Subcontract Agreement. [Labor Code § 3700]

ARTICLE XII. TERMINATION

A. Termination Without Cause

CSE may terminate performance of work under this Subcontract Agreement, in whole or in part, without cause, if CSE determines that a termination is in CSE's best interest. CSE may terminate the Agreement upon ninety (90) days written notice to Subcontractor. The Notice of Termination shall specify the extent of the termination and shall be effective ninety (90) days from the delivery of the Notice. The parties agree that if the termination of the Subcontract Agreement is due to a reduction or deletion of funding by the Department of Finance (DOF), Legislature or Congress, the Notice of Termination shall be effective thirty (30) days from the delivery of the Notice. Subcontractor shall submit to CSE a Transition Plan as specified in Article IV of Exhibit E. The parties agree that for the terminated portion of the Agreement, the remainder of Agreement shall be deemed to remain in effect and is not void.

B. Termination for Cause

CDA may terminate, in whole or in part, for cause the performance of work under this Agreement. CDA may terminate the Agreement upon thirty (30) days written notice to Subcontractor. The Notice of Termination shall be effective thirty (30) days from the delivery of the Notice of Termination unless the grounds for termination are due to threat to life, health or safety of the public and in that case, the termination shall take effect immediately. Subcontractor shall submit to CDA a Transition Plan as specified in Exhibit E. The grounds for termination for cause shall include, but are not limited to, the following:

1. In case of threat of life, health or safety of the public, termination of the Subcontract Agreement shall be effective immediately.

2. A violation of the law or failure to comply with any condition of this Subcontract Agreement.

3. Inadequate performance or failure to make progress so as to endanger performance of this Subcontract Agreement.

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4. Failure to comply with reporting requirements.

5. Evidence that Subcontractor is in an unsatisfactory financial condition as determined by an audit of Subcontractor or evidence of a financial condition that endangers performance of this Subcontract Agreement and/or the loss of other funding sources.

6. Delinquency in payment of taxes or payment of costs for performance of this Subcontract Agreement in the ordinary course of business.

7. Appointment of a trustee, receiver, or liquidator for all or a substantial part of Subcontractor's property, or institution of bankruptcy, reorganization, or the arrangement of liquidation proceedings by or against Subcontractor.

8. Service of any writ of attachment, levy of execution, or commencement of garnishment proceedings against Subcontractor's assets or income.

9. The commission of an act of bankruptcy.

10. Finding of debarment or suspension. [Article II J]

11. Subcontractor's organizational structure has materially changed.

12. CSE and/or CDA determines that Subcontractor may be considered a "high risk" agency as described in 2 CFR 200.205 and 45 CFR 75.205. If such a determination is made, Subcontractor may be subject to special conditions or restrictions.

C. Contractor's Obligation After Notice of Termination

After receipt of a Notice of Termination, and except as directed by CSE, Subcontractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any funds due under this clause.

Subcontractor shall:

1. Stop work as specified in the Notice of Termination.

2. Place no further sub-subcontracts for materials or services, except as necessary, to complete the continued portion of the Subcontract Agreement.

3. Terminate all agreements with sub-Subcontractors and vendors to the extent they relate to the work terminated.

4. Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts, (the approval or ratification of which will be final for purposes of this clause).

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D. Effective Date

Termination of this Subcontract Agreement shall take effect immediately in the case of an emergency such as threat to life, health, or safety of the public. The effective date for Termination with Cause or for funding reductions is thirty (30) days and Termination without Cause is ninety (90) days subsequent to written notice to Subcontractor. The notice shall describe the action being taken by CSE, the reason for such action and, any conditions of the termination, including the date of termination.

E. Voluntary Termination

Pursuant to 22 CCR 7210, Subcontractor may voluntarily terminate this Subcontract prior to its expiration either by mutual agreement with CSE or upon seventy -five (75) days written notice to CSE.

Subcontractor shall, at least seventy-five (75) days prior to the end of this Subcontract period, give written notice to CSE if Subcontractor intends not to provide one or more Area Plan programs included in this Subcontract Agreement during the subsequent subcontract period. In the case of voluntary termination, Subcontractor shall allow CSE up to one hundred eighty (180) days to transition services. Subcontractor shall submit a Transition Plan in accordance with Exhibit E.

F. In the Event of a Termination Notice

CSE will present written notice to Subcontractor of any condition, such as, but not limited to, transfer of clients, care of clients, return of unspent funds; and disposition of property, which must be met prior to termination.

ARTICLE XIII. REMEDIES

Subcontractor agrees that any remedy provided in this Subcontract Agreement is in addition to and not in derogation of any other legal or equitable remedy available to CDA as a result of breach of this Agreement by Subcontractor, whether such breach occurs before or after completion of the project.

ARTICLE XIV. DISSOLUTION OF ENTITY

Subcontractor shall notify CSE immediately of any intention to discontinue existence of the entity or to bring an action for dissolution.

ARTICLE XV. AMENDMENTS, REVISIONS OR MODIFICATIONS

A. No amendment or variation of the terms of this Subcontract Agreement shall be valid unless made in writing, signed and approved through by both parties. No oral understanding or agreement not incorporated in this Subcontract Agreement is binding on any of the parties.

B. CSE reserves the right to revise, waive, or modify the Subcontract Agreement to reflect any restrictions, limitations, or conditions enacted by the State, or enacted by Congress or the Legislature.

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ARTICLE XVI. NOTICES

A. Any notice to be given hereunder by either party to the other may be affected by personal delivery in writing or by registered or certified mail, overnight mail, postage prepaid, return receipt requested, or overnight mail, or by electronic methods, provided Subcontractor retains receipt, and shall be communicated as of actual receipt.

B. Notices mailed to Chico State Enterprises shall be addressed to:

Chico State Enterprises
Attn: Director, Sponsored Projects Administration
25 Main Street, Suite 204
Chico, CA 95928-5388

Notices mailed to Subcontractor shall be to the address indicated on the signature page of this Subcontract Agreement.

C. Each party may change its address by written notice to the other party in accordance with this Article.

ARTICLE XVII. CSE CONTACT

A. The name of CSE's contact to request revisions, waivers or modifications affecting this Subcontract Agreement is Skye Gebhart, Contracts Analyst.

B. Subcontractor shall present the name of its contact for this Subcontract Agreement to CSE. Subcontractor shall immediately notify CSE in writing of any change of its contact or address

ARTICLE XVIII. INFORMATION INTEGRITY AND SECURITY

A. Information Assets

Subcontractor, and its sub-Subcontractors/vendors, shall have in place operational policies, procedures, and practices to protect State information assets, including those assets used to store or access Personal Health Information (PHI), Personal Information (PI) and any information protected under the Health Insurance Portability and Accountability Act (HIPAA), (i.e., public, confidential, sensitive and/or personal identifying information) herein referred to as Personal, Sensitive and Confidential Information (PSCI) as specified in the State Administrative Manual, 5300 to 5365.3; Cal. Gov. Code § 11019.9, DGS Management Memo 06-12; DOF Budget Letter 06-34; and CDA Program Memorandum 07-18 Protection of Information Assets and the Statewide Health Information Policy Manual.

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Information assets may be in hard copy and may include but are not limited to:

1. Reports
2. Notes
3. Forms
4. Computers, laptops, cellphones, printers, scanners
5. Networks (LAN, WAN, WIFI) servers, switches, routers
6. Storage media, hard drives, flash drives, cloud storage
7. Data, applications, databases

B. Encryption on Portable Computing Devices

Subcontractor and its sub-Subcontractors/vendors are required to use 128-Bit encryption for PSCI data that is collected and stored under this Agreement that is confidential, sensitive, and/or personal information including data stored on all computing devices (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers and backup media) and/or portable electronic storage media (including but not limited to, discs, thumb/flash drives, portable hard drives, and backup media).

C. Disclosure

1. Subcontractor and its sub-Subcontractors/vendors shall ensure that all PSCI is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations and State policies.
2. Subcontractor and its sub-Subcontractors/vendors shall protect from unauthorized disclosure, PSCI such as names and other identifying information concerning persons receiving services pursuant to this Subcontract Agreement, except for statistical information not identifying any participant.
3. "Personal Identifying information" shall include but not be limited to name, identifying number, social security number, state driver's license or state identification number, financial account numbers, and symbol or other identifying characteristic assigned to the individual, such as finger or voice print or a photograph.
4. Subcontractor and its sub-Subcontractors/vendors shall not use PSCI above for any purpose other than carrying out Subcontractor's obligations under this Subcontract Agreement. Subcontractor and its sub-subcontractors are authorized to disclose and access identifying information for this purpose as required by OAA.
5. Subcontractor and its sub-Subcontractors shall not disclose, except as otherwise specifically authorized or required by this Subcontract Agreement or court order, any identifying information obtained under the terms of this Subcontract Agreement to anyone other than CSE and CDA without prior written authorization from CSE, which may at its option request written authorization from CDA. Subcontractor may be authorized, in writing, by a participant to disclose identifying information specific to the authorizing participant.

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6. Subcontractor and its sub-Subcontractors/vendors may allow a participant to authorize the release of information to specific entities, but shall not request or encourage any participant to give a blanket authorization or sign a blank release, nor shall Subcontractor accept such blanket authorization from any participant

D. Security Awareness Training

1. Employees, sub-Subcontractors/vendors, and volunteers handling PSCI must complete the required CDA Security Awareness Training module located at www.aging.ca.gov/ProgramsProviders/#Resources within thirty (30) days of the start date of this Subcontract Agreement or within thirty (30) days of the start date of any new employee, sub-Subcontractor, vendor, or volunteer's employment and annually thereafter.

2. Subcontractor must maintain certificates of completion on file and provide them to CSE upon request.

E. Health Insurance Portability and Accountability Act (HIPAA)

Subcontractor agrees to comply with the privacy and security requirements of HIPAA and ensure that sub-subcontractors/vendors comply with the privacy and security requirements of HIPAA.

F. Information Integrity and Security Statement

Subcontractor shall sign and return an Information Integrity and Security Statement (CDA 1024) form with this Subcontract Agreement. This is to ensure that Subcontractor is aware of, and agrees to comply with, its obligation to protect CDA information assets, including PSCI, from unauthorized access and disclosure.

G. Security Incident Reporting

A security incident occurs when CDA information assets are or reasonably believed to have been accessed, modified, destroyed, or disclosed without proper authorization, or are lost or stolen. Subcontractor and its sub-subcontractors/vendors must comply with CDA's security incident reporting procedure located at https://www.aging.ca.gov/ProgramsProviders/#Resources.

H. Security Breach Notifications

Notice must be given by Subcontractor and its sub-Subcontractors/vendors to anyone whose PSCI could have been breached in accordance with HIPPA, the Information Practices Act of 1977, and State policy.

I. Software Maintenance

Subcontractor and its sub-Subcontractors/vendors shall apply security patches and upgrades in a timely manner and keep virus software up to date on all systems on which State data may be stored or accessed.

J. Electronic Backups

Subcontractor and its sub-Subcontractors/vendors shall ensure that all electronic information is protected by performing regular backup of files and databases and ensure the availability of information assets for continued business. Subcontractor and its sub-Subcontractors/vendors shall ensure that all data, files and backup files are encrypted.

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K. Provisions of this Article

The provisions contained in this Article shall be included in all contracts of Subcontractor with its sub-Subcontractors/vendors.

ARTICLE XVIII. COPYRIGHTS AND RIGHTS IN DATA

A. Copyrights

1. If any material funded by this Subcontract Agreement is subject to copyright, CSE reserves the right to copyright such material and Subcontractor agrees not to copyright such material, except as set forth in Section B of this Article.

2. Subcontractor may request permission to copyright material by writing to the Director of CSE. The Director shall grant permission or give reason for denying permission to Subcontractor in writing within sixty (60) days of receipt of the request.

3. If the material is copyrighted with the consent of CSE, CSE reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, prepare derivative works, publish, distribute and use such materials, in whole or in part, and to authorize others to do so, provided written credit is given to the author.

4. Subcontractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this contract for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

B. Rights in Data

1. Subcontractor shall not publish or transfer any materials, as defined in paragraph 2 below, produced or resulting from activities supported by this Subcontract Agreement without the express written consent of the Director of CSE. That consent shall be given, upon receipt by CSE of the express written consent of the Director of CDA, or the reasons for denial shall be given, and any conditions under which it is given or denied, within thirty (30) days after the written request is received by CSE. CSE or State may request a copy of the material for review prior to approval of the request. This subsection is not intended to prohibit Subcontractor from sharing identifying client information authorized by the participant or summary program information which is not client specific.

2. As used in this Subcontract Agreement, the term "subject data" means writings, sound recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, workflow charts, equipment descriptions, data files and data processing or computer programs, and works of any similar nature (whether or not copyrighted or copyrightable) which are first produced or developed under this Subcontract Agreement. The term does not include financial reports, cost analyses and similar information incidental to contract administration, or the exchange of that information between AAAs to facilitate uniformity of contract and program administration on a statewide basis.

3. Subject only to other provisions of this Subcontract Agreement, the State and/or CSE may use, duplicate, or disclose in any manner, and have or permit others to do so subject to State and federal law, all subject data delivered under this Subcontract Agreement.

Attachment: SUB21-008 + All Exhibits (6985 : Ratify Contract with Chico State Enterprise)

ARTICLE XX. BILINGUAL AND LINGUISTIC PROGRAM SERVICES

A. Needs Assessment

1. Subcontractor shall assist CSE as necessary for CSE to conduct a cultural and linguistic group-needs assessment of the eligible client population in the Subcontractor's service area to assess the language needs of the population and determine what reasonable steps are necessary to ensure meaningful access to services and activities to eligible individuals. [22 CCR 98310, 98314]

   The group-needs assessment shall take into account the following four factors:

   a. Number or proportion of persons with Limited English Proficiency (LEP) eligible to be served or encountered by the program.

   b. Frequency with which LEP individuals come in contact with the program.

   c. Nature and importance of the services provided.

   d. Local or frequently used resources available to Subcontractor.

   This group-needs assessment will serve as the basis for CSE's determination of "reasonable steps" and provide documentary evidence of compliance with Cal. Gov. Code §11135 et seq.; 2 CCR 11200 et seq., and 22 CCR 98300 et seq.

2. Subcontractor shall assist CSE as necessary for CSE to prepare and make available a report of the findings of the group-needs assessment that summarizes the items listed below:

   a. Methodologies used.

   b. The linguistic and cultural needs of non-English speaking or LEP groups.

   c. Services proposed to address the needs identified and a timeline for implementation. [22 CCR 98310]

3. CSE shall maintain a record of the group-needs assessment on file at the offices of the Area 3 Agency on Aging at all times during the term of this Subcontract Agreement. [22 CCR 98310, 98313]

B. Provision of Services

1. Subcontractor shall take reasonable steps, based upon the group-needs assessment identified in Section A of this Article, to ensure that "alternative communication services" are available to non-English speaking or LEP beneficiaries of services under this Subcontract Agreement. [22 CCR 11162]

2. "Alternative communication services" include, but are not limited to, the provision of services and programs by means of the following:

   a. Interpreters or bilingual providers and provider staff.

   b. Contracts with interpreter services.

Attachment: SUB21-008 + All Exhibits (6985 : Ratify Contract with Chico State Enterprise)

c. Use of telephone interpreter lines.

d. Sharing of language assistance materials and services with other providers.

e. Translated written information materials, including but not limited to, enrollment information and descriptions of available services and programs.

f. Referral to culturally and linguistically appropriate community service programs.

3. Based upon the findings of the group needs assessment, Subcontractor shall ensure that reasonable alternative communication services are available to meet the linguistic needs of identified eligible client population groups at key points of contact. Key points of contact include, but are not limited to, telephone contacts, office visits and in-home visits. [22 CCR 11162]

4. Subcontractor shall self-certify to compliance with the requirements of this section and shall maintain the self-certification record on file at Subcontractor's office at all times during the term of this Subcontract Agreement. [22 CCR 98310]

5. Subcontractor shall notify its employees of clients' rights regarding language access and Subcontractor's obligation to ensure access to alternative communication services where determined appropriate based upon the needs assessment conducted by CSE with Subcontractor's assistance. [22 CCR 98324]

6. Noncompliance with this section may result in suspension or termination of funds and/or termination of this Subcontract Agreement. [22 CCR 98370]

C. Compliance Monitoring

1. Subcontractor, with CSE's assistance, shall develop and implement policies and procedures for assessing and monitoring the performance of individuals and entities that provide alternative communication services to non-English and LEP clients. [22 CCR 98310]

2. Subcontractor shall monitor, evaluate, and take effective action to address any needed improvement in the delivery of culturally and linguistically appropriate services. [22 CCR 98310]

3. Subcontractor shall permit timely access to all records of compliance with this section. Failure to provide access to such records may result in appropriate sanctions. [22 CCR 98314]

D. Notice to Eligible Beneficiaries of Contracted Services

1. Subcontractor shall designate an employee to whom initial complaints or inquiries regarding national origin can be directed. [22 CCR 98325]

2. Subcontractor shall make available to ultimate beneficiaries of contracted services and programs information regarding CDA's procedure for filing a complaint and other information regarding the provisions of Cal. Gov. Code §11135 et seq. [22 CCR 98326]

3. Subcontractor shall notify CSE immediately of a complaint alleging discrimination based upon a violation of State or federal law. [2 CCR 11162, 22 CCR 98310, 98340]

Attachment: SUB21-008 + All Exhibits (6985 : Ratify Contract with Chico State Enterprise)

Attachment E
ADDITIONAL PROVISIONS

ARTICLE I. ASSURANCES SPECIFIC TO TITLE III PROGRAMS

A. General Assurances

Subcontractor shall assure that the following conditions are met:

1. Services are provided only to the defined Eligible Service Population.

2. Subcontractor shall comply with the standards and guidelines for procurement of supplies, equipment, construction, and services as provided in 45 CFR 75.328.

3. CSE will make funds available to Subcontractor only for the support of activities specified in an approved and current Area Plan that is in compliance with State and federal laws and regulations.

4. An individual's receipt of services under the In-Home Supportive Services Program shall not be the sole cause for denial of any services provided by Subcontractors.

5. Funds made available under this Subcontract Agreement shall supplement, and not supplant, any federal, State, or local funds expended by a State or unit of general-purpose local government to provide Title III services.

6. The following closely related programs identified by CFDA number are to be considered as an "other cluster" for purposes of determining major programs or whether a program-specific audit may be elected. Subcontractor shall identify the CFDA titles and numbers to the independent auditor conducting the organization's single audit along with each of its Subcontractors. The funding source (Federal Grantor) for the following programs is the U.S. Department of Health and Human Services, Administration for Community Living.

   93.044 Special Programs for the Aging-Title III, Part B – Grants for Supportive Services and Senior Centers (Title III B).

   93.045 Special Programs for the Aging-Title III, Part C – Nutrition Services (Title III C).

   93.053 Nutrition Services Incentive Program.

"Cluster of programs" means a grouping of closely related programs that share common compliance requirements. The types of clusters of programs are research and development, student financial aid, and other clusters. "Other clusters" are defined by the consolidated CFR in the Compliance Supplement or as designated by a state for federal awards provided to its Subcontractors that meet the definition of "cluster of programs." When designating an "other cluster," a state shall identify the federal awards included in the cluster and advise the Subcontractors of compliance requirements applicable to the cluster. A "cluster of programs" shall be considered as one program for determining major programs, as described in 45 CFR 75.525(a), whether a program-specific audit may be elected. (Federal Office of Management and Budget, [45 CFR 75 Requirements], Audits of States, Local Governments 45 CFR 75 Appendix V to part 75 F. 1., and Non-Profit Organizations 45 CFR 75 Appendix IV to part 75 C. 2.a.

Attachment: SUB21-008 + All Exhibits (6985 : Ratify Contract with Chico State Enterprise)

7. Subcontractor assures that voluntary contributions shall be allowed and may be solicited in accordance with the following requirements [OAA § 315(b)]:

   a. Subcontractor or any Subcontractors for any Title III or Title VII-A services shall not use means tests.

   b. Any Title III or Title VII-A client that does not contribute toward the cost of the services received shall not be denied services.

   c. Methods used to solicit voluntary contributions for Title III and Title VII-A services shall be non-coercive.

   d. Subcontractor will:

      1) Provide each recipient with an opportunity to voluntarily contribute to the cost of the service.

      2) Clearly inform each recipient that there is no obligation to contribute and that the contribution is purely voluntary.

      3) Protect the privacy and confidentiality of each recipient with respect to the recipient's contribution or lack of contribution.

      4) Establish appropriate procedures to safeguard and account for all contributions.

      5) Use all collected contributions to expand the services for which the contributions were given and to supplement (not supplant) funds received under this Act.

8. Any Title III service shall not implement a Cost Sharing program unless approved by CSE and CDA.

9. Subcontractor shall comply with OAA § 306(a)(17), which requires an AAA to include in its Area Plan information on how it will coordinate activities and develop long-range emergency preparedness plans with local and State emergency response agencies, relief organizations, local and State governments, and any other institutions that have responsibility for disaster relief service delivery.

10. Subcontractor shall assist AAA to identify and make contact with the local Office of Emergency Services (OES) for Subcontractor's service area and to define Subcontractor's, AAA's, and the OES' respective roles and responsibilities. Subcontractor may participate in a discussion of the types of clients served by Subcontractor and how their needs will be addressed by the OES in the community.

11. Subcontractor shall furnish annually, or whenever a change occurs, the name of its Disaster Coordinator to the CSE.

12. Subcontractor shall not require proof of age, citizenship, or disability as a condition of receiving services.

13. If a senior nutrition program provider, Subcontractor shall develop a policy and procedure to ensure that Title III C-1 and Title III C-2 meals are only received by eligible individuals.

14. If a Senior home-delivered program provider, Subcontractor shall annually assess each Title III C-2 client's nutrition risk using the Determine Your Nutritional Risk checklist published by the Nutrition Screening Initiative. [OAA § 339(2)(J)] [OAA § 207(a)(3)]

Attachment: SUB21-008 + All Exhibits (6985 : Ratify Contract with Chico State Enterprise)

15. Subcontractor shall assure that the following publication conditions are met:

    Materials published or transferred by Subcontractor and financed with funds under this Subcontract Agreement shall:

    a. state, "The materials or product were a result of a project funded by a contract with the California Department of Aging".

    b. give the name of the entity, the address, and telephone number at which the supporting data is available and

    c. include a statement that, "The conclusions and opinions expressed may not be those of the California Department of Aging and that the publication may not be based upon or inclusive of all raw data."

B. Assurances Specific to Legal Service Providers (LSPs)

In accordance with OAA § 731, Subcontractor shall assure that the following conditions are met:

1. LSPs will coordinate with State-designated providers of Long-Term Care Ombudsman services by developing and executing an MOU which will address conflict of interest, provision of legal advice, procedures for referral and other technical assistance.

2. LSPs may provide direct legal assistance to residents of the long-term care facilities where the clients are otherwise eligible, and services are appropriate.

3. Where both legal and Ombudsman services are provided by the same agency, providers must develop and follow policies and procedures to protect the integrity, resources, and confidentiality of both programs.

4. LSPs may assist the State in providing legal representation to the Ombudsman Program when an Ombudsman or the program is named as a party or witness, in a subpoena, civil suit or other legal action challenging the performance of the official duties of the Ombudsman.

5. LSPs are to coordinate with the local Legal Services Corporation (LSC) program, if the provider is not an LSC-funded program.

6. LSPs are to coordinate with the network of other service providers, including but not limited to, other LSPs, Long-Term Care Ombudsman Programs, Health Insurance Counseling and Advocacy Programs, senior information and assistance, Adult Protective Services, law enforcement, case management services and focal points.

7. LSPs are to coordinate legal assistance activities with the statewide hotline and private Bar, including groups within the private Bar furnishing services to older individuals on a pro bono or reduced fee basis.

8. LSPs are to use the Uniform Reporting System revised by CDA in July 2013 to collect data on legal services provided.

Attachment: SUB21-008 + All Exhibits (6985 : Ratify Contract with Chico State Enterprise)

ARTICLE II. REPORTING PROVISIONS

A. Subcontractor shall submit program performance reports as applicable for Title III B, Title III C-1, Title III C-2, and Title III-D programs in accordance with CSE and CDA requirements. [Welfare & Inst. Code §9102 (a)(5)]

B. Subcontractor shall have written procedures to assure that all submitted performance data is timely, complete, accurate, and verifiable. For late reports, Subcontractor shall submit a written explanation to CSE within five (5) calendar days of the due date. This written explanation shall include the reasons for the delay and the date the report will be submitted.

C. Subcontractor shall verify the accuracy of the data with the understanding that it will be submitted by CSE to the Department of Aging for inclusion in reports to the State Executive Branch, Legislative Branch, and the federal government.

D. Subcontractor shall have written procedures specific to each program which include:

1. Collection and reporting of program data for Sub-contractor.
2. Ensuring the accuracy of data from intake/assessment process through data entry and reporting to CSE.
3. Verification of data prior to submission to CSE.
4. Correction procedures.
5. Method for collecting and reporting:
    a. Total estimated unduplicated clients in each non-registered service.
    b. Total estimated unduplicated clients in all non-registered services.
    c. Total estimated unduplicated clients across all registered and non-registered services.
6. A performance data monitoring process.

E. Subcontractor shall train and orient staff regarding program data collection and reporting requirements. Subcontractor shall have cross-trained staff in the event of planned or unplanned prolonged absences to ensure timely and accurate submission of data.

ARTICLE III. APPEAL PROCESS

A. If Subcontractor disputes the administration of this Subcontract Agreement, either fiscal or nonfiscal, Subcontractor shall use the appeal procedure established by CSE and the Area Agency on Aging. Unless CSE notifies Subcontractor of a different stated time, Subcontractor shall file an appeal within thirty (30) days of the disputed action.

Attachment: SUB21-008 + All Exhibits (6985 : Ratify Contract with Chico State Enterprise)

B. Only after Subcontractor has exhausted all appeal procedures established by CSE and the Area Agency on Aging shall Subcontractor use the appeal procedure established by the California Department of Aging in 22 CCR §7700 through 7710 to appeal CSE's final adverse determination relating to Title III programs, if applicable.

C. Appeal costs or costs associated with any administrative or court review are not reimbursable.

ARTICLE IV. TRANSITION PLAN

A. Subcontractor shall submit a transition plan to CSE within fifteen (15) days of delivery of a written Notice of Termination (pursuant to Exhibit D, Article XII of this Subcontract Agreement) for a service funded either by Title III. The transition plan must be approved by CDA and CSE and shall at a minimum include the following:

1. A description of how clients will be notified about the change in their service provider.
2. A plan to communicate with other organizations that can assist in locating alternative services.
3. A plan to inform community referral sources of the pending termination of the service and what alternatives, if any, exist for future referrals.
4. A plan to evaluate clients in order to assure appropriate placement.
5. A plan to transfer any confidential medical and client records to a new contractor.
6. A plan to dispose of confidential records in accordance with applicable laws and regulations.
7. A plan for adequate staff to provide continued care through the term of the Contract. [22 CCR 7206(e)(4)]
8. A full inventory and plan to dispose of, transfer, or return to the State all equipment purchased during the entire operation of the Contract.
9. Additional information as necessary to affect a safe transition of clients to other community service providers.

B. Subcontractor shall implement the transition plan as approved by CDA and CSE. CSE will monitor Subcontractor's progress in carrying out all elements of the transition plan.

C. If Subcontractor fails to provide and implement a transition plan as required by Exhibit D, Article XII of this Subcontract Agreement, Subcontractor will implement a transition plan submitted by CSE to Subcontractor following the Notice of Termination.

ARTICLE VI. ADDITIONAL TERMS AND CONDITIONS (CSE)

A. Subcontractor's independent audit shall include schedules which correlate by grant category and grant period to program expenditures as reported in Subcontractor's closeout report for the corresponding grant category and grant period. Discrepancies between audit schedules and the closeout report or failure to submit sufficiently detailed and appropriate audit schedules will result in disallowances by CSE and/or CDA.

B. Subcontractor shall develop and maintain a written grievance process for reviewing and attempting to resolve complaints of older individuals or persons authorized to act on behalf of older individuals. At a minimum the process shall include all of the following

Attachment: SUB21-008 + All Exhibits (6985 : Ratify Contract with Chico State Enterprise)

1. Time frames within which a complaint will be acted upon.

2. Written notification to the complainant of the results of the review, including a statement that the complainant may appeal to the AAA if dissatisfied with the results of Subcontractor's review.

3. Confidentiality provisions to protect the complainant's rights to privacy. Only information relevant to the complaint may be released to the responding party without the older individual's consent.

   Subcontractor shall notify all older individuals of the grievance process, both through Subcontractor and the AAA, available to them by:

   a. Posting notification of the process in visible and accessible areas, such as the bulletin boards in multipurpose senior centers. For areas in which a substantial number of older individuals are non-English speaking, the notification shall also be posted in the primary language of a significant number of older individuals. "Substantial number" and "significant number" shall be determined by the AAA.

   b. Advising homebound older individuals of the process either orally or in writing upon Subcontractor's contact with the individuals.

   Complaints may involve, but not be limited to, any or all of the following:

      1) Amount or duration of a service.

      2) Denial or discontinuance of a service.

      3) Dissatisfaction with the service being provided or with Subcontractor. If the complaint involves an issue of professional conduct that is under the jurisdiction of another entity, such as the California Medical Board or the State Bar Association, the complainant shall be referred to the proper entity.

      4) Failure of Subcontractor to comply with any of the requirements set forth in CDA's regulations or in this Subcontract Agreement.

   Note: Nothing in this section shall be construed as prohibiting older individuals from seeking other available remedies, such as presenting their complaints at an open meeting of AAA's or Subcontractor's governing board. [CCR 7400]

C. Subcontractor shall be in full contract compliance within 120 days of the beginning date of this Subcontract Agreement. If full compliance has not occurred within this time period, CSE shall have the right to evaluate Subcontractor's capacity to fulfill Subcontract goals. [CCR 7364(c)]

D. Unless there are exceptional circumstances as determined by CSE, should Subcontractor's performance under this Subcontract Agreement for any month fall below 85% of the contracted level of units of service or fail to meet the quality performance standards specified in Exhibit A, CSE may take the following steps:

Attachment: SUB21-008 + All Exhibits (6985 : Ratify Contract with Chico State Enterprise)

1. CSE will advise Subcontractor of such performance deficiency or violation in writing and specify the action(s) that must be taken to remedy the situation.

2. Subcontractor shall respond within 30 working days of receipt of above notice with a plan for correction.

3. If approved by CSE, the plan shall be implemented by Subcontractor within forty-five (45) days of receipt of the notification described in Item 1 (above).

4. If Subcontractor fails to respond within the appropriate time and/or with an appropriate plan or fails to implement the plan within the forty-five (45) day period, CSE may serve a written termination notice on Subcontractor, which termination may become effective immediately.

5. In the event of such termination, CSE shall be liable for payment only for allowable services rendered prior to the effective date of such termination, provided such services performed are in accordance with the terms of this Subcontract Agreement.

Exceptional circumstances which could justify performance below the contracted level are those circumstances which are beyond Subcontractor's control, such as natural disasters, inflationary increases beyond anticipated levels, shortages of materials or supplies due to labor disputes or other reasons to be determined at the discretion of CSE.

E. If Subcontractor is a Congregate Nutrition service provider, Subcontractor shall assure that Subcontractor shall be in operation at least five (5) days per week, except in a rural area where such frequency is not feasible and a lesser frequency is approved by CSE and CDA.

F. An amendment is required to change Subcontractor's name as listed on this Subcontract Agreement. Upon receipt of legal documentation of name change CSE will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

G. Subcontractor shall defend, indemnify, and hold harmless CSE, California State University, Chico, Trustees of the CSU, the State of California, and their officers, employees, volunteers, and agents from and against any and all liability, loss, expense, attorney's fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts of Subcontractor, its officers, employees, and agents.

CSE shall defend, indemnify, and hold harmless Subcontractor, its officers, employees, volunteers, and agents from and against any and all liability, loss, expense, attorney's fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts of CSE, its officers, employees, and agents.

Attachment: SUB21-008 + All Exhibits (6985 : Ratify Contract with Chico State Enterprise)

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF AGING
INFORMATION INTEGRITY AND SECURITY STATEMENT
CDA 1024 (REV 03/2020)

In compliance with California Government Code Section 11019.9, California Civil Code Section 1798 et seq., Department of General Services Management Memo 06-12, and Statewide Information Management Manual (SIMM) 5300 the California Department of Aging (CDA) hereby requires the Contractor/Vendor to:

ACKNOWLEDGE:

- Any wrongful access, inspection, use, or disclosure of Personal, Confidential or Sensitive Information (PSCI) is a crime and is prohibited under state and federal laws, including but not limited to California Penal Code Section 502, California Government Code Section 15619, California Civil Code Section 1798.53 and 1798.55, and the Health Insurance Portability and Accountability Act. Acknowledge.
- Any wrongful access, inspection, use, disclosure, or modification of PSCI information may result in termination of this Contract/Agreement.

MEET THE FOLLOWING REQUIREMENTS:

- PSCI information shall be protected from disclosure in accordance with all applicable laws, regulations, and policies.
- PSCI data be protected by authorized access using the principles of least privilege.
- Any occurrence that actually or potentially jeopardizes the confidentiality, integrity, or availability of an information system or the information the system processes, stores, or transmits or that constitutes a violation or imminent threat of violation of security policies, security procedures or acceptable use policies will immediately be reported to CDA by completing a Security Incident Report CDA (1025A and 1025B).
- All access codes which allow access to confidential information will be properly safeguarded.
- Obligations to protect PSCI information obtained under this Contract/Agreement will continue after termination of the Contract/Agreement with CDA.
- All employees/subcontractors of the Contractor/Vendor will complete the required Security Awareness Training module located at https://aging.ca.gov/Information_security/ within 30 days of the start date of the Contract/Agreement or within 30 days of the start date of any new employee or subcontractor. This training must be completed annually.
- All employees/subcontractors of the Contractor/Vendor must comply with CDA's confidentiality and data security requirements as outlined in the Contract/Agreement.
- All employees/subcontractors of the Contract/Vendor must comply with the Appendix D, section XVIII encryption and self-certification requirements as outlined in the contract.

Attachment: CDA 1024 (6985 : Ratify Contract with Chico State Enterprise)

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF AGING
INFORMATION INTEGRITY AND SECURITY STATEMENT
CDA 1024 (REV 03/2020)

CERTIFY:

To protect PSCI information by:

- Accessing, inspecting, using, disclosing or modifying PSCI information only for the purpose of performing official duties.
- Never accessing, inspecting, using, disclosing, or modifying PSCI information for curiosity, personal gain, or any non-business-related reason.
- Securing PSCI information in approved locations.
- Never removing PSCI information from the work site without authorization.

Meets the encryption requirements in Exhibit D Article 18:

☑ Is in full compliance with the 128 Encryption requirements.

☐ Is not in compliance with the 128 Encryption requirements and will achieve compliance by _____.

I hereby certify that I have reviewed this Confidentiality Statement and will comply with the above statements.

Frank Kennedy, Vice-Chair
Contractor/Vendor Printed Name and Title

Contractor/Vendor Signature

10-26-21
Date

CDA Program/Project

SUB 21-008
Contract Number

Attachment: CDA 1024 (6985 : Ratify Contract with Chico State Enterprise)

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF AGING
CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION
CDA 9026 (NEW 04/2018)

Pursuant to Public Contract Code section 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of $100,000 or above shall certify, under penalty of perjury, at the time the bid or proposal is submitted or the contract is renewed, all of the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and

2. EMPLOYER DISCRIMINATORY POLICIES: For contracts executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Contractor Name (Printed):	Federal ID Number:
Frank Kennedy	64-6000508

By (Authorized Signature):

Printed Name and Title of Person Signing:
Frank Kennedy, Vice-Chair

Date Executed:	Executed in the County and State of:
10-26-21	Colusa/CA

Indicate all California Department of Aging contracts your organization participates in:

- ☑ Area Plan (AP)
- ☐ Financial Alignment (FA)
- ☐ HICAP (HI)
- ☐ MIPPA (MI)
- ☐ MSSP (MS)
- ☐ SNAP-Ed (SP)
- ☐ Title V (TV)

Attachment: CDA 9026 (6985 : Ratify Contract with Chico State Enterprise)

Contractor Certification Clauses

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
Frank Kennedy	64-6000508

By (Authorized Signature)

Printed Name and Title of Person Signing

Frank Kennedy, Vice-Chair

Date Executed	Executed in the County of
10-26-21	Colusa

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

1) the dangers of drug abuse in the workplace;

2) the person's or organization's policy of maintaining a drug-free workplace;

3) any available counseling, rehabilitation and employee assistance programs; and,

4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

1) receive a copy of the company's drug-free workplace policy statement; and,

Attachment: CCC 04-2017 (6985 : Ratify Contract with Chico State Enterprise)

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably

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required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and

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Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

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Please find attached the components to subcontract #SUB21-008 for Transportation services in Colusa County in the amount of $10,000.

Please review the subcontract and attached exhibits A, AA, BB, C, D, & E and return the following:

1. Signed SUB21-008 Colusa Transit Sig Page + All Exhibits.pdf
2. Signed CDA 1024
3. Signed CDA 9026
4. Signed CCC 04-2017
5. Certificate of Insurance as per Article XI in Exhibit D. Please note that there is a request to include an additional insured endorsement in favor of "Chico State Enterprises, the California State University, Chico, the Trustees of the California State University, the State of California, their officers, agents, employees …"

We now accept electronic signatures, please return a PDF of documents for processing. We will return a fully executed copy for your records. If you are not able to use electronic signatures, please deliver all signed documents to Mary Neumann at:

Area 3 Agency on Aging
PASSAGES
25 Main Street, Suite 202
Chico, CA 95928-5388

Please contact me if you have any questions about this contract. I can be reached by email or by my cell phone, 770-722-4485.

Thank you,

Skye Gebhart
Grants/Contracts Analyst
Chico State Enterprises
(Formerly CSU Chico Office of Research and Sponsored Programs)
sgebhart@csuchico.edu
25 Main St, Ste 103
Chico, CA 95928
Direct: (530) 898-5829
Fax: (530) 898-6804

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