Board of Supervisors
J. Merced Corona, District I
Daurice K. Smith, District II
Kent S. Boes, District III, Chair
Gary J. Evans, District IV Vice-Chair
Janice A. Bell, District V

County of Colusa
Wendy G. Tyler, CAO/Clerk to the Board of Supervisors/Risk Manager
Ann Nordyke, Chief Deputy Clerk
Patricia Rodriguez, Deputy Clerk
(530) 458-0508/0509
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COLUSA COUNTY
BOARD OF SUPERVISORS

Agenda

December 19, 2023

Board Chambers
546 Jay Street, Suite 108
Colusa, CA 95932

Welcome to a meeting of the Colusa County Board of Supervisors. If you are scheduled to address the Board, please state your full name for the record. The Board will not address timed items before they are scheduled. The "Consent Calendar" may be adopted by one motion. Regularly numbered items may be considered at any time during the meeting. All items are listed in accordance with the Ralph M. Brown Act. We invite all members of the public to attend.

NOTE: You can listen to the meeting by dialing one of the numbers below:

Phone: **1-916-246-0723**
Toll-Free: **1-800-356-8278**
Code: **401978 - THIS LINE IS FOR LISTENING IN ONLY**

9:00 a.m. CALL TO ORDER
- Opening Prayer - Pledge of Allegiance
- Period of Public Comment
- Report out of December 5, 2023 Closed Session
- Announcement of Closed Session

I. STAFF REPORTS **- Note: 3 minutes allowed per Department for Staff Reports.**
This time is available for any County Staff who may wish to update the Board of Supervisors on projects as they relate to their respective Departments.

CONSENT AGENDA

Approve Consent Agenda 1 through 15.

1. BOARD OF SUPERVISORS
Approve the December 5, 2023 Board of Supervisors Regular Meeting Minutes.

2. APPOINTMENT/FISH AND GAME
Appoint Walt Foster (Dist. 1) to the Colusa County Fish and Game Commission effective December 19, 2023 through January 4, 2027. **(Application Received:**

Walt Foster)

3. BEHAVIORAL HEALTH
Approve the Memorandum of Understanding (MOU) with **Health Management Associates, Inc.**, and authorize the Behavioral Health Director to sign

4. HEALTH AND HUMAN SERVICES
Approve Lease Agreement with the **Department of Housing & Community Development Office of Migrant Services ("OMS")** for Winter Emergency Shelter Program at the Williams Migrant Center, and authorize the CAO to sign.

5. HEALTH AND HUMAN SERVICES
Approve allocation agreement with **CDPH** for implementation of California Home Visiting Program (CHVP).

6. HEALTH AND HUMAN SERVICES
Approve Subcontract Amendment 1 (Agreement No. A23-0011-S002 AM1) with the **Chico State Enterprises**, for Senior Nutrition Program funding, effective January 1, 2023, and authorize County Administrative Officer to sign.

7. PUBLIC WORKS/ROAD DEPARTMENT
Approve Notice of Completion for Colusa Airport Seal Cracks & Slurry Seal Runway Phase 2, and authorize the Director of Public Works to sign and record same.

8. PUBLIC WORKS/ROAD DEPARTMENT
Approve Notice of Completion for Colusa Airport Rehabilitate Runway Lighting and Signage, and authorize the Director of Public Works to sign and record same.

9. PURCHASING AND PROCUREMENT/MAINTENANCE
Adopt plans, specifications and working details for the Colusa Ambulance Housing Facility request for bids (RFB) and authorize the publication of same.

10. PURCHASING AND PROCUREMENT/BEHAVIORAL HEALTH
Approve contract with **Sacramento Behavioral Health Hospital (SBHH**) for inpatient psychiatric services, effective July 1, 2023.

11. PURCHASING AND PROCUREMENT/BEHAVIORAL HEALTH
Approve participation agreement with **California Mental Health Services Authority** for fiscal optimization program, effective November 1, 2023.

12. PURCHASING AND PROCUREMENT/HEALTH & HUMAN SERVICES
Approve contract with **Mesa Energy Systems, Inc., dba EMCOR Services** to install a HVAC Mini Split system and electrical upgrade located at 251 E. Webster Street, Colusa.

13. PURCHASING AND PROCUREMENT/BEHAVIORAL HEALTH
Ratify 4th Modification with **Traditions Psychiatry Group, P.C., dba Traditions Behavioral Health, f/k/a Traditions Psychology Group, Inc.** for contractor to provide through its registry a psychiatrist currently licensed by the State of

California and board certified in Psychiatry and Neurology.

14. PURCHASING AND PROCUREMENT/PURCHASING
Adopt a Resolution declaring six vehicles from six County of Colusa Departments as surplus county property and authorize the Purchasing Agent to dispose of same.

15. DISTRICT ATTORNEY
Authorize the District Attorney to apply, sign, and accept the Victim Witness Assistance Program Grant Subaward VW23 28 0060 through the California Governor's Office of Emergency Services and further sign any resulting grant subawards, modifications and amendments, subject to Board approval.

END OF CONSENT AGENDA

III. HUMAN RESOURCES

1. Approve the Memorandum of Understanding (MOU) with the **Colusa County Management Coalition (CCMC) Units**, effective October 1, 2023:

   CCMC General Unit
   CCMC Safety Unit

2. Approve job description for Assistant County Administrative Officer (ACAO), set salary at Range MGT40 ($10,760.00 - $17,638.75), and allocate one (1) position to the CAO Office effective January 1, 2024.

IV. AG COMMISSION/AIR POLLUTION CONTROL

1. **SITTING AS THE COLUSA COUNTY AIR POLLUTION CONTROL DISTRICT**
Adopt a Resolution Ratifying the Colusa County Air Pollution Control District Application to Participate in the Carl Moyer Memorial Air Quality Standards Attainment Program and the Moyer Rural Assistance Program and Further, Approve Grant Agreement (G23-MO-05) with the California Air Resources Board, effective November 29, 2023.

V. TREASURER

1. Accept November 2023 Treasury Monthly Investment Report as presented.

2. Reaffirm County Policy No. 214 - Statement of Investment Policy and accept the 2024 Goals as presented.

VI. COUNTY ADMINISTRATIVE OFFICE

1. Presentation on Loss Prevention and Safety activities.

2. Approve Special Claims.

3. Approve FY23/24 Revenue and Appropriations Intra-Budget Contingency Request Adjustment No. B-24024. **(4/5th vote required)**

VII. BOARD OF SUPERVISORS

1. Correct the 2024 Board of Supervisors Meeting Calendar.

2. Receive MOU proposal from the Assessor, Auditor, Clerk-Recorder, District Attorney, Sheriff and Treasurer/Tax Collector and discuss negotiations.

VIII. SUPERVISORS' REPORTS OR COMMENTS

IX. STATE OR FEDERAL LEGISLATION/GENERAL BUDGETARY MATTERS

RECESS

X. CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION
   Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9: One matter.

2. CONFERENCE WITH LABOR NEGOTIATOR
   California Government Code 54957.6
   Agency Negotiator: Patrick Clark, Dar Rhodes, Kaline Moore and Yareli Mora
   Employee Organizations: All Units

ADJOURN

PERIOD OF PUBLIC COMMENT: Any person may speak about any subject of concern, provided it is within the purview of the Board of Supervisors 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.

ORDINANCES AND PUBLIC HEARINGS: If you challenge in a court action a decision of the Colusa County Board of Supervisors regarding a zoning, planning, land use, or environmental protection matter made at any public hearing described in this notice, you may be limited to raising only those issues (1) you or someone else raised at such public hearing, or (2) raised in written correspondence delivered to the Colusa County Board of Supervisors at, or prior to, such public hearing.

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.

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS: Pursuant to Government Code section 84308, members of the Board of Supervisors are disqualified and not able to participate in any agenda item involving contracts (other than competitively bid, labor, or personal employment contracts), franchises, discretionary land use permits and other entitlements if the Board member received more than $250 in campaign contributions from the applicant or contractor, an agent of the applicant or contractor, or any financially interested participant who actively supports or opposes the County's

decision on the agenda item since January 1, 2023. Members of the Board of Supervisors who have received, and applicants, contractors or their agents who have made, campaign contributions totaling more than $250 to a Board member since January 1, 2023, are required to disclose that fact for the official record of the subject proceeding. Disclosures must include the amount of the campaign contribution and identify the recipient Board member and may be made either in writing to the Clerk of the Board of Supervisors prior to the subject hearing or by verbal disclosure at the time of the hearing.

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.

COUNTY OF COLUSA, CA

2.1

Request For County Board of Supervisors Action

MEETING DATE: December 19, 2023

DEPARTMENT: Board of Supervisors

FROM: Ann Nordyke

SUBJECT: Approve the December 5, 2023 Board of Supervisors Regular Meeting Minutes

Approve the December 5, 2023 Board of Supervisors Regular Meeting Minutes.

Detailed Description/Background of request

The Board of Supervisors held a duly noticed Regular meeting of the Board on December 5, 2023 and the Clerk is now requesting approval of those minutes.

Prior Board Action

None.

Fiscal Impact/Funding Source

None

Action for the Clerk

Print minutes on special paper for Minutes book, obtain signature, add to Minutes book and distribute accordingly. Add to County website and scan into Laserfiche

ATTACHMENTS:

- 12-05-23 Minutes (PDF)

Board of Supervisors
J. Merced Corona, District I
Daurice K. Smith, District II
Kent S. Boes, District III, Chair
Gary J. Evans, District IV Vice-Chair
Janice A. Bell, District V

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Attachment: 12-05-23 Minutes (9533 : Approve the December 5, 2023 BOS Regular Meeting Minutes)

COLUSA COUNTY
BOARD OF SUPERVISORS
Minutes
December 5, 2023

Board Chambers
546 Jay Street, Suite 108
Colusa, CA 95932

The Board of Supervisors of the County of Colusa, State of California meets in Regular Session this 5th day of December 2023 at the hour of 9:00 a.m. Present: Supervisors Janice A. Bell, J. Merced Corona, Daurice K. Smith, Gary J. Evans and Kent S. Boes.

Opening Prayer - Pledge of Allegiance

PERIOD OF PUBLIC COMMENT

Ms. Ortiz expresses concerns regarding negotiations for equity raises for Probation Officers and hands out a spreadsheet of Total DSA Equity Raises by Positions. **(distributed spreadsheet for same)**

REPORT OUT OF NOVEMBER 7, 2023 CLOSED SESSION

1. CONFERENCE WITH LABOR NEGOTIATOR. California Government Code 54957.6. Agency Negotiator: Patrick Clark, Dar Rhodes, Kaline Moore and Yareli Mora. Employee Organizations: All Units. Counsel states direction given to staff with no reportable action.

2. EXISTING LITIGATION - Conference with legal counsel pursuant to Government Code § 54956.9, subdivision (d)(1) concerning litigation that has been formally initiated. Raymond Randle vs. County of Colusa United States District Court for the Eastern District of California Case No: 2:23-CV-01990-TLN-DB. Counsel states direction given to staff with no reportable action.

ANNOUNCEMENT OF CLOSED SESSION

Counsel announces Closed Session as follows:

1. EXISTING LITIGATION - Conference with legal counsel pursuant to Government Code § 54956.9, subdivision (d)(1) concerning litigation that has been formally initiated. Ryan Dearman v. Colusa County, et. al. Colusa County Superior Court Case CV24711

2. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Government Code Section 54956.9(a), *Semon v. County of Colusa*, Colusa County Superior Court Case No. CV24391

3. CONFERENCE WITH LABOR NEGOTIATOR
California Government Code 54957.6
Agency Negotiator: Patrick Clark, Dar Rhodes, Kaline Moore and Yareli Mora
Employee Organizations: All Units

I. STAFF REPORTS

Ms. Rhodes briefly addresses negotiation concerns from the Probation Department and offers to return for further discussion.

Mr. Plucker states the CEDS was submitted to the Economical Development Administration and was approved. He thanks everyone for their participation.

Ms. Edwards updates the Board on the Homeland Security physical inspection of the Elections department. She states we have been designated as critical infrastructure by Homeland Security. She further states recently some elections offices had fentanyl sent to them. She thanks the CAO and Tony Hobson for getting Narcan to her office immediately. She states that due to cyber security breaches, the Secretary of State has advised her that she will be receiving State and Federal funds for election security purposes and hands out information from Homeland Security and a letter received from the Secretary of State. **(distributed handout for same)**

Ms. Allen updates the Board on an unprecedented outbreak of fruit-flies and also the end of the fall burn season for rice fields.

Mr. Rogers acknowledges his team's concerns in regards to negotiations. He recognizes that he has a good core staff and they have increased the ability to provide services to the community.

Ms. Tyler thanks the Lyons Club and Richard's Tree Service for Old Tyme Christmas and thanks Supervisor Evans for her book.

CONSENT AGENDA

Approve Consent Item No.'s 1 through 23.

1. BOARD OF SUPERVISORS
Approve the November 7, 2023 Board of Supervisors Regular Meeting Minutes.

2. BOARD OF SUPERVISORS
Approve the 2024 Board of Supervisors Meeting Calendar.

3. APPOINTMENT/FIRST 5 CHILDREN & FAMILIES COMMISSION
Reappoint Vicki Markss to the First 5 Colusa Children and Families Commission, effective November 10, 2023 through November 9, 2026. **(Application received: Vicki Markss)**

Attachment: 12-05-23 Minutes (9533 : Approve the December 5, 2023 BOS Regular Meeting Minutes)

4. APPOINTMENT/GRAND ISLAND CEMETERY DISTRICT

Reappoint Marie Willoh (Dist. 2) to the Grand Island Cemetery District, effective October 5, 2023 through October 4, 2027. **(Application received: Marie Willoh)**

5. APPOINTMENT/SACRAMENTO RIVER FIRE PROTECTION DISTRICT

Reappoint Roger Moore (Dist 2) and Patricia Hickel (Dist 5) to the Sacramento River Fire Protection District, effective November 16, 2023 through November 15, 2027. **(Applications received: Roger Moore and Patricia Hickel)**

6. AG COMMISSIONER

Approve Contract **C23-246** agreement (No. 23-0413-014-SF) with the **California Department of Food and Agriculture** for regulatory enforcement services in support of Phytophthora ramorum (Sudden Oak Death) regulations, effective July 1, 2023.

7. COMMUNITY DEVELOPMENT DEPARTMENT/PLANNING UNIT

Adopt **Resolution No. 23-058** authorizing recordation of Parcel Map #23-6 and authorize the County Surveyor to record same.

8. HEALTH AND HUMAN SERVICES

Approve Contract **C23-247** (Agreement No. AP 2324-03 S008) with **Chico State Enterprises**, for Senior Nutrition Program funding, effective July 1, 2023, and authorize County Administrative Officer to sign.

9. HEALTH AND HUMAN SERVICES

Adopt **Resolution No. 23-059** accepting the California Department of Housing & Community Development (HCD) Allocations of the Transitional Housing Program (THP), Round 5 and Housing Navigation and Maintenance Program (HNMP), Round 2

10. PUBLIC WORKS/ROAD DEPARTMENT

Authorize the Director of Public Works to issue encroachment permit to Miguel Crawford, Event Coordinator for Hopper Adventures, LLC for the closure of a section of Sutton Road for the Huffmaster Hopper Bicycle Race on February 24, 2024 from 9:00 a.m. to 5:00 p.m. contingent upon receipt of current insurance coverage for said event.

11. PURCHASING AND PROCUREMENT/BEHAVIORAL HEALTH

Ratify Contract No. **C23-248** with **Arrive Alive California Inc.,** to provide educational presentations at each of the school districts.

12. PURCHASING AND PROCUREMENT/BEHAVIORAL HEALTH

Re-approve contract number C23-146 3rd Modification with **St. Helena Hospital dba Adventist Health St. Helena and dba Adventist Health Vallejo** correcting Attachment B-Rates.

13. PURCHASING AND PROCUREMENT/BEHAVIORAL HEALTH

Approve Contract No. **C23-249** 4th Modification with the **Cachil Dehe Band of Wintun Indians of the Colusa Indian Community (Tribe),** for prevention and early intervention services, effective July 1, 2023.

14. PURCHASING AND PROCUREMENT/HEALTH AND HUMAN SERVICES

Approve purchase of 13 budgeted Dell Latitude 5540 laptops for the Department of Health and Human Services (DHHS) utilizing CMAS contract #1-22-70-

Attachment: 12-05-23 Minutes (9533 : Approve the December 5, 2023 BOS Regular Meeting Minutes)

31C through Technology Integration Group (TIG) in the amount of $20,673.23 and authorize the Purchasing Agent to sign the purchase order.

15. PURCHASING AND PROCUREMENT/PROBATION
Approve Contract No. **C23-250** 1st Modification to MOU between the Colusa County Probation Department and the **Superior Court of California, County of Colusa** relating to Pretrial Services Program under SB 129.

16. PURCHASING AND PROCUREMENT/PROBATION
Ratify purchase order to Sutter Buttes Communications, Inc. (SBC) in the amount of $19,191.50 for the procurement and installation of lights, sirens and miscellaneous equipment for two Dodge Durango's for Probation's fleet.

17. PURCHASING AND PROCUREMENT/BEHAVIORAL HEALTH
Approve Contract No. **C23-251** 2nd Amendment to the participation agreement with **California Mental Health Service Authority (CalMHSA)** for the Workforce Education and Training (WET) program.

18. PURCHASING AND PROCUREMENT/BEHAVIORAL HEALTH
Re-approve C23-222 with **Butte County Department of Behavioral Health** for placement of consumers in their facility, correcting Attachments by deleting Attachment 3.

19. PURCHASING AND PROCUREMENT/BEHAVIORAL HEALTH
Approve Contract No. **C23-252** with **Life Generations Healthcare** for long-term skilled nursing services, effective November 1, 2023.

20. PURCHASING AND PROCUREMENT/BEHAVIORAL HEALTH
Approve Contract No. **C23-253** Amendment No. 1 with **Kings View Professional Services** to provide Electronic Health Record System (EHRS) services, effective July 1, 2023.

21. PURCHASING AND PROCUREMENT/SHERIFF
Ratify a purchase order for one 2024 Ford F-150 Crewcab 4x4 Pickup for the Sheriff's Office utilizing CMAS contract # 1-22-23-20F CLIN 27 through Downtown Ford in the amount of $53,761.65 with additional tire ($8.75), DMV ($92.44) and delivery ($300.) fees of $401.19 totaling $54,162.84.

22. SHERIFF
Ratify Contract No. **C23-254** Project Agreement (No. G23-03-05-L01/Contract No. C32-35-085), with the **California Department of Parks and Recreation** for on-going OHV Grant-Law Enforcement, effective October 4, 2023.

23. TREASURER
Accept October 2023 Treasury Monthly Investment Report as presented.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Smith
SECONDER:	Evans
AYES:	Evans, Corona, Boes, Smith, Bell

Attachment: 12-05-23 Minutes (9533 : Approve the December 5, 2023 BOS Regular Meeting Minutes)

III. HUMAN RESOURCES

1. Adopt amended **Policy No. 308.1** Mandatory Paid Sick Hours Policy, effective January 1, 2024.

Comments received by Ms. Rhodes.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Corona
SECONDER:	Bell
AYES:	Evans, Corona, Boes, Smith, Bell

IV. AUDITOR

1. Acknowledge and accept the report on Development Impact Fees collected and expended for Fiscal Year 2022-23.

Comments received by Ms. Warmerdam.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Smith
SECONDER:	Bell
AYES:	Evans, Corona, Boes, Smith, Bell

V. BEHAVIORAL HEALTH

1. Adopt **Resolution No. 23-060** Deferring Implementation of provisions of SB43 (Lanterman-Petris-Short Act--Welfare and Institutions Code section 5100, et seq.) until January 1, 2026

Comments received by Mr. Hobson and Ms. Tyler.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Corona
SECONDER:	Evans
AYES:	Evans, Corona, Boes, Smith, Bell

VI. HEALTH AND HUMAN SERVICES

1. Adopt **Ordinance No. 834** of the County of Colusa Board of Supervisors authorizing the County of Colusa to join the existing Partnership HealthPlan of California Commission.

Comments received by Ms. Tyler.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Smith
SECONDER:	Corona
AYES:	Evans, Corona, Boes, Smith, Bell

VII. COMMUNITY DEVELOPMENT DEPARTMENT

1. Discussion and potential direction regarding the limited expansion of allowing recreational vehicles to be used for temporary worker's housing and where recreational vehicle parks are permitted.

Attachment: 12-05-23 Minutes (9533 : Approve the December 5, 2023 BOS Regular Meeting Minutes)

Comments received by Mr. Plucker and Ms. Tyler.

Direction to staff to move forward with work on an ordinance.

VIII. PURCHASING AND PROCUREMENT/AG COMMISSIONER/MIGRANT HOUSING

1. Find that the formal bidding process is not in the Best interest of the County and approve Contract No. **C23-255** with **ABS Builders, Inc.** for the purchase and installation of one light pole and light located at the Migrant Center laundry facility parking lot.

Comments received by Ms. Tyler and Ms. Allen.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Smith
SECONDER:	Corona
AYES:	Evans, Corona, Boes, Smith, Bell

IX. COUNTY ADMINISTRATIVE OFFICE

1. Approve Special Claims as follows:

INVOICE #	Fund/Department	Vendor	Amount
950029835	BUILDING & GROUNDS	EMCOR SERVICES	$533.00
43470	HEALTH & HUMAN SERVICES	JOEL'S PEST CONTROL	$70.00

Comments received by Ms. Tyler.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Smith
SECONDER:	Evans
AYES:	Evans, Corona, Boes, Smith, Bell

2. Approve FY23/24 Revenue and Appropriations Inter-Budget Adjustment No. IB005 **(4/5 vote required)**

Comments received by Ms. Moore.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Smith
SECONDER:	Corona
AYES:	Evans, Corona, Boes, Smith, Bell

3. Discuss and provide direction to staff concerning request to gift APN 021-050-011-000 (located near Arbuckle) to County of Colusa

Comments received by Ms. Tyler.

Directions to staff to deny the donation and give contact information to the Donor for neighboring landowners.

Attachment: 12-05-23 Minutes (9533 : Approve the December 5, 2023 BOS Regular Meeting Minutes)

X. SUPERVISORS' REPORTS OR COMMENTS

Supervisor Bell

Meetings/function attended:

- City Council meeting
- Coalition of Care Continuum meetings
- Regional Child Support Advisory Committee meeting
- Veteran's Day Memorial Ceremony
- FPPC Ethics Training
- Constituent call regarding Williamson Act
- Christmas Tree Lighting Countdown
- Old Time Christmas
- Stardust Dance Studio Fundraiser
- Golf Course Christmas Party
- Red Hawks Girls BB Tournament
- Wreath Across America Fundraiser
- Arbuckle FFA Fundraiser
- California Waterfowl Association Dinner
- Met with Fireworks Ordinance Committee
- Spoke with Ambulance Ad-Hoc Committee Members
- Memorial Service for Fireman Doug Jeffs

Supervisor Smith

Meetings/functions attended:

- Final CEDS Presentation meeting
- CSAC Annual Conference
- NCCC Board meeting
- Guest Speaker at Rotary meeting

Supervisor Corona

Meetings/functions attended:

- Treasury Oversight Committee meeting
- Dos Rio Continuum of Care meeting
- Pierce High School Concession stand
- Constituents calls regarding housing and road condition issues
- Referee Basketball game for Arbuckle
- Veterans Day Ceremony

Supervisor Evans

Meetings/functions attended:

- Sites meetings
- Family Water Alliance Dinner
- CICC meeting
- Air Resources meeting

Supervisor Boes

Meetings/functions attended:

- Treasury Oversight Committee meeting
- Final CEDS Presentation meeting
- CSAC Annual Conference
- Chief Miller Swear in
- Old Tyme Christmas

Attachment: 12-05-23 Minutes (9533 : Approve the December 5, 2023 BOS Regular Meeting Minutes)

XI. STATE OR FEDERAL LEGISLATION/GENERAL BUDGETARY MATTERS

Ms. Tyler announces that we are in the midpoint of the fiscal year and work on the mid-year budget will commence soon.

Chair Boes declares a recess at 10:07 a.m. to convene in Closed Session.

XII. CLOSED SESSION/COUNTY COUNSEL

1. EXISTING LITIGATION - Conference with legal counsel pursuant to Government Code § 54956.9, subdivision (d)(1) concerning litigation that has been formally initiated. Ryan Dearman v. Colusa County, et. al. Colusa County Superior Court Case CV24711.

2. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION Government Code Section 54956.9(a), *Semon v. County of Colusa*, Colusa County Superior Court Case No. CV24391.

3. CONFERENCE WITH LABOR NEGOTIATOR. California Government Code 54957. Agency Negotiator: Patrick Clark, Dar Rhodes, Kaline Moore and Yareli Mora. Employee Organizations: All Units

Chair Boes adjourns Closed Session at 11:37 a.m. and reconvenes in Regular Session at 1:30 p.m. with all Supervisors present.

1:30 p.m. PUBLIC HEARING

Chair Boes makes time for the Public Hearing on the Appeal of Planning Commission Resolution #23-006 for the Janus Solar electrical generating and battery storage project which: (1) denied the certification of the Final EIR; (2) denied the adoption the Mitigation Monitoring and Reporting Program; and (3) denied the approval of the Use Permit on grounds that the project was not consistent with the County's General Plan.

Comments received by Mr. Stout, Ms. Tyler, Mr. Plucker and Mr. Salas.

It was the consensus of the Board to have the item removed from the Agenda and renotice.

MOVER:	Corona
SECONDER:	Bell
AYES:	Evans, Corona, Boes, Smith, Bell

Chair Boes adjourned the meeting at 1:42 p.m. to reconvene in Regular Session on December 19, 2023 at the hour of 9:00 a.m.

_____
Kent S. Boes, Chair

Attest: Wendy G. Tyler,
Clerk to the Board of Supervisors

BY_____
Patricia Rodriguez, Deputy Clerk

Attachment: 12-05-23 Minutes (9533 : Approve the December 5, 2023 BOS Regular Meeting Minutes)

COUNTY OF COLUSA, CA

2.2

Request For County Board of Supervisors Action

MEETING DATE: December 19, 2023

DEPARTMENT: Board of Supervisors

FROM: Patricia Rodriguez

SUBJECT: Appoint Walt Foster (Dist 1) to the Colusa County Fish and Game Commission effective December 19, 2023 through January 4, 2027. (Application Received: Walt Foster)

Appoint Walt Foster (Dist. 1) to the Colusa County Fish and Game Commission effective December 19, 2023 through January 4, 2027. **(Application Received: Walt Foster)**

Detailed Description/Background of request

Mr. Foster is currently the "Alternate At Large" member on the Colusa County Fish and Game Commission, but has submitted an application to fill the vacancy for District 1. If appointed, Mr. Foster would serve a term concurrent with the District 1 Supervisor (December 19, 2023 through January 4, 2027).

Pursuant to the Fish & Game By-laws, "The Committee consists of one appointee from each supervisorial district and the Chair shall appoint additional two as at large members and one alternate at large member (total of 8 members) and the term coincides with nominated BOS term in office.

The Colusa County Fish and Game Commissions requires that "All members selected must possess a valid California hunting or fishing license for the previous two and current year". Additionally, members must be residents of Colusa County. These qualifications have been verified by staff. Additionally, this vacancy was advertised in the newspaper of local circulation per California Government Code section 54973 (Maddy Act) on December 29, 2022.

Prior Board Action

None.

Fiscal Impact/Funding Source

None.

Action for the Clerk

Send Oath of Office and Letters of appointment to Walt Foster, PO Box 1193, Arbuckle, CA 95912 and send a copy Holly Gallagher, Secretary of the Fish and Game Commission. Add to Access and to Laserfiche.

ATTACHMENTS:

- Application Walt Foster (PDF)

COLUSA COUNTY BOARD OF SUPERVISORS
APPLICATION TO FILL A VACANCY

UPON COMPLETION RETURN TO:
Clerk to the Board of Supervisors
547 Market Street, Suite 102
Colusa, CA 95932
(530) 458-0508
boardclerk@countyofcolusa.org

Office Use Only
Date Stamp
RECEIVED
SEP 28 2023
COUNTY OF COLUSA
BOARD OF SUPERVISORS

APPLICANT INFORMATION

NAME OF COMMITTEE/COMMISSION/DISTRICT/OTHER:
COLUSA COUNTY FISH + GAME COMMISSION

NAME OF APPLICANT:	LIST YOUR PHYSICAL AND MAILING ADDRESS IF DIFFERENT:
WALT FOSTER	P.O. BOX 1193 - 424 LAUREL ST.

CITY:	PHONE:	E-MAIL:
ARBUCKLE	(530) 624-1704	WAFOSTJ@FRONTIER.

SUPERVISORIAL DISTRICT: (Circle One. If you do not know your Supervisorial District please note, or list your County Supervisor's name.)

1 ☑ 2 ☐ 3 ☐ 4 ☐ 5 ☐ **Notes:**

LIST ANY QUALIFICATIONS AND/OR REASONS YOU WISH TO SERVE ON THIS COMMITTEE:

I HAVE BEEN ATTENDING MEETINGS THE LAST YEAR, MY INTEREST IS IN KEEPING FISH & WILD LIFE FOR THE PUBLIC.

Office Use Only:
APPOINTED ☐ TERM DATE: _____
☐ FILLING UNEXPECTED VACANCY
NOT APPOINTED ☐ NOTES: _____

DATE LETTER SENT WITH CERTIFICATE OF APPOINTMENT AND OATH OF OFFICE: _____
DATE ENTERED INTO ACCESS: _____
SCANNED INTO LASERFICHE _____

Attachment: Application Walt Foster (9518 : Appointment to Colusa County Fish and Game Commission)

COUNTY OF COLUSA, CA

2.3

Request For County Board of Supervisors Action

MEETING DATE: December 19, 2023

DEPARTMENT: Behavioral Health

FROM: Bonnie Briscoe

SUBJECT: Approve the Memorandum of Understanding (MOU) with Health Management Associates, Inc., and authorize the Behavioral Health Director to sign

Approve the Memorandum of Understanding (MOU) with **Health Management Associates, Inc.**, and authorize the Behavioral Health Director to sign

Detailed Description/Background of request

Colusa County Department of Behavioral Health (CCDBH) is requesting to enter into a MOU with Health Management Associates, Inc., a subrecipient of DHCS, to receive funding from DHCS for the purpose of implementing specific and approved strategies to expand access to medication assisted treatment (MAT) of opioid addiction in the County's Jail.

CCDBH has been working with the Colusa County Jail and the Health and Human Services Department to implement a MAT program within Colusa County Jail.

This MOU will provide CCDBH with $85,000 in State funds for:

- Planning and implementation of a MAT program
- Assistance in creating policies and procedures
- Screening, evaluation, and treatment of opioid use disorder
- Medication purchases
- Program Supplies, training, and administration

The MOU will be from December 1, 2023 through June 30, 2025.

Prior Board Action

none

Fiscal Impact/Funding Source

CCDBH will receive $85,000 once the MOU is finalized to implement the program.

Action for the Clerk

Please return to Bonnie Briscoe at Behavioral Health.

ATTACHMENTS:

- Attachment-28350 Updated (PDF)

California Medication Assisted Treatment (MAT) Expansion Project Memorandum of Understanding

MOU Number: 2023-020

Contract Title: State Opioid Funding Program: MAT in Jails and Drug Courts Implementation Grant

MAT in Jails and Drug Courts is funded by DHCS through CA FY 2022/23 budget, which included an allocation of State General Funds for the ongoing support to the Medication Assisted Treatment (MAT) Expansion Project

THIS AGREEMENT (the "**Agreement**"), shall be effective this December 1, 2023 through June 30, 2025 (the "**Term**").

BY AND BETWEEN Colusa County Behavioral Health Department (the "**Applicant Agency**") and Health Management Associates, Inc. (the "**Sub-Recipient**" and, together with Applicant Agency, the "**Parties**" and each a "**Party**"), created under laws governing the State of California, Department of Health Care Services ("**DHCS**").

WHEREAS, the Sub-Recipient is the subrecipient of the State Opioid Funding Program awarded by DHCS (the "State Opioid Funding Program: MAT in Jails and Drug Courts Implementation Grant") pursuant to an agreement between Sierra Health Foundation and the Sub-Recipient (the "DHCS Agreement");

WHEREAS, under the DHCS Agreement, Sub-Recipient will distribute grants of varying amounts from the State Opioid Funding Program to each participating California county, for the purpose of implementing specific and approved strategies to expand access to medication assisted treatment of opioid addiction in the county's jail(s) and drug court(s) (the "**Distribution Purpose**").

In consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. GRANT AMOUNT AND INTENT: Applicant Agency has opportunity to receive up to $85,000.00 from the Sub-Recipient under the State Opioid Funding Program and DHCS Agreement to achieve the following objectives:
   - Planning and implementation of medication assisted treatment (MAT) in Colusa County Jail that reflects the community standard of care for this service

   Specific grant activities will be:
   - MAT policy and procedure development
   - Screening, evaluation, and treatment of opioid use disorders (OUD)
   - Purchase of medications
   - Medical support to continue or initiate MAT
   - Program supplies, training, and administration

2. APPLICANT AGENCY OBLIGATIONS: To be eligible to receive the funds specified in Section 1, the Applicant Agency must comply with the requirements of this Agreement, including any participation requirements contained in ***Exhibit A: MAT in Jails and Drug Courts Learning Collaborative: Jail MAT Implementation Grant Application*** and any applicable federal, state, and local laws. Applicant Agency is expected to spend any funds received under this Agreement by June 30, 2025.
   Applicant Agency must submit the following, as specified in Exhibit A: (a) monthly jail MAT statistics submitted quarterly; (b) an Interim Financial Report; and (c) a Final Project Report and Financial Report

Attachment: Attachment-28350 Updated (9496 : Behavioral Health and MAT Expansion Project MOU)

within 30 days following the project end date. The Sub-Recipient will provide the Applicant Agency with a template Interim Project Status Report.

The Applicant Agency identifies the following entity information and representatives:

Entity's Legal Name	Colusa County Behavioral Health Department
Doing Business As (if applicable)	
Street Address	162 E. Carson Street, Suite A
City, State, Zip	Colusa, CA 95932
Mailing Address, if different	

Primary Grant Director	Authorized Signatory	Contract Representative
Individual leading implementation of the grant	*Individual authorized to sign on behalf of applicant agency*	*Individual responsible for agreement processing and negotiation*
Tony Hobson, PhD	Tony Hobson, PhD	Bonnie Briscoe
Director	Director	Deputy Director – Admin
thobson@countyofcolusa.org	thobson@countyofcolusa.org	bbriscoe@countyofcolusa.org
(530) 458-0520	(530) 458-0520	(530) 458-0520

3. DISTRIBUTION OF FUNDS: The Sub-Recipient will distribute 50% of the full grant amount ($42,500.00) to the Applicant Agency following execution of this Agreement and upon receipt of funds distributed from the DHCS Agreement. The second half of the grant will be paid by October 31, 2023, contingent upon adherence with quarterly data submissions. If the Sub-Recipient, in its sole discretion, determines that the Applicant Agency has not fulfilled the requirements of this Agreement, then Sub-Recipient shall withhold the second distribution of funds to the Applicant Agency.

4. REPAYMENT OF FUNDS: In the event the Applicant Agency spends funds distributed under this Agreement in a manner inconsistent with the Distribution Purpose or otherwise in violation of this Agreement, the Applicant Agency agrees to repay the Sub-Recipient any funds distributed under this Agreement.

5. RECORDKEEPING; REPORTING; AUDIT AND AVAILABILITY OF APPLICANT AGENCY RECORDS: The Applicant Agency shall keep such records as necessary to demonstrate compliance with this Agreement. The Applicant Agency shall submit reports in such quantity and frequency as determined by the Sub-Recipient demonstrating its compliance with the requirements of this Agreement. If applicable, the Applicant Agency will complete and submit such documentation requested by the Sub-Recipient to assure compliance with any applicable audit requirements. The Applicant Agency agrees to retain all books, records, and other documents relative to this Agreement for at least three (3) years following final payment under this Agreement, unless any litigation, claim, financial management review, or audit is started before the expiration of the three (3)-year period, in which case the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. The Applicant Agency agrees to make such records available for review to the Sub-Recipient, DHCS, or any of their respective authorized representatives.

Attachment: Attachment-28350 Updated (9496 : Behavioral Health and MAT Expansion Project MOU)

6. NOTICE: All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each a "Notice") shall be in writing and addressed to: (a) Sub-Recipient at 120 North Washington Square, Suite 705, Lansing, MI 48933; or (b) the Applicant Agency at 162 E. Carson Street, Suite A, Colusa, CA 95932. The Parties may update their respective addresses from time to time by providing a Notice in accordance with this Section. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees prepaid), facsimile or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only if (a) the receiving Party has received the Notice and (b) the Party giving the Notice has complied with the requirements of this Section.

7. LIABILITY. Each Party is responsible for its own acts or omissions and the negligent acts and omission of its respective employees, personnel, and agents, to the greatest extent allowed by law. The Applicant Agency shall promptly notify the Sub-Recipient of any claim against the Applicant Agency that relates to the Applicant Agency's performance under this Agreement.

8. DEBARMENT AND SUSPENSION. The Applicant Agency certifies, to the best of its knowledge and belief and after reasonable due diligence, that its principles and key personnel:

    a. Are not presently suspended, debarred, declared ineligible, or voluntarily excluded from eligibility for covered transactions by any Federal department or agency;
    b. Within the three (3)-year period preceding the execution of Agreement, have not been convicted of, or had a civil judgment rendered against them for:
        i. 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;
        ii. Violation of a Federal or State antitrust statute;
        iii. Embezzlement, theft, forgery, bribery, falsification, or destruction of records; or
        iv. False statements or receipt stolen property.
    c. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated above.
    d. Within a three (3)-year period preceding the execution of this Agreement, have not had any public transaction (Federal, State, or local) terminated for cause or default.

9. ENTIRE AGREEMENT: This Agreement, together with any other documents incorporated by reference, including Exhibit A, constitutes the sole and entire agreement of the Parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

10. AMENDMENT: This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each Party to this Agreement, and any of the terms thereof may be waived, only by a written document signed by each Party to this Agreement or, in the case of waiver, by the Party or Parties waiving compliance.

11. GOVERNING LAW: This Agreement and all related documents, including all appendix, exhibits, or schedules attached hereto, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of

Attachment: Attachment-28350 Updated (9496 : Behavioral Health and MAT Expansion Project MOU)

the State of California, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of California.

12. SEVERABILITY: If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

13. EXECUTION IN COUNTERPART: This Agreement may be executed in multiple counterparts and by e-mail or facsimile signature, each of which shall be deemed an original and all of which together shall constitute one instrument.

14. GRANT ADMINISTRATION

Is the Applicant Agency a public institution? Yes ____X____ No_____

Applicant Agency must submit a completed IRS Form W-9 with the signed agreement.

Funds may be paid via electronic fund transfer or paper check. Applicant agency must state preference and submit the associated information.

___ Electronic fund transfer Submit ACH banking information with the signed agreement

_X_ Paper check Name of Payee___COLUSA COUNTY BEHAVIORAL HEALTH_____
Mailing Address___162 E CARSON, COLUSA, CA 95932_____

(SIGNATURES BELOW)

IN WITNESS WHEREOF, each of the Parties has caused this MOU Agreement 2023-020 to be executed by its duly authorized representative on the day and year written below:

APPLICANT AGENCY:

Colusa County Behavioral Health Department

By: _____
(SIGNATURE)

Name: Tony Hobson, PhD

Title: Director

Date: _____

Attachment: Attachment-28350 Updated (9496 : Behavioral Health and MAT Expansion Project MOU)

SUB-RECIPIENT:

HEALTH MANAGEMENT ASSOCIATES, INC.

By: _____
(SIGNATURE)

Name: _____

Title: _____

Date: _____

Attachment: Attachment-28350 Updated (9496 : Behavioral Health and MAT Expansion Project MOU)

COUNTY OF COLUSA, CA

2.4

Request For County Board of Supervisors Action

MEETING DATE: December 19, 2023

DEPARTMENT: Health and Human Services

FROM: Elvert Richardson

SUBJECT: **Approve Lease Agreement with the Department of Housing & Community Development Office of Migrant Services ("OMS") for Winter Emergency Shelter Program at the Williams Migrant Center, and authorize the CAO to sign.**

Approve Lease Agreement with the **Department of Housing & Community Development Office of Migrant Services ("OMS")** for Winter Emergency Shelter Program at the Williams Migrant Center, and authorize the CAO to sign.

Detailed Description/Background of request

The County of Colusa Department of Health & Human Services Housing Department will lease 5 housing units located at the Williams Migrant Center located at 400 Theater Road, Williams CA 95987 for the winter months from December 27, 2023 through March 29, 2024. The purpose of the agreement is to provide additional bridge housing shelter during the coldest months of the year to homeless families. Families will be given Case management and linkages to Community Based Organizations while efforts are made to find permanent housing.

Prior Board Action

None

Fiscal Impact/Funding Source

The County shall pay OMS a monthly flat fee of twelve and no/100 dollars ($12.00) per unit per night. Accordingly, the rent per month totals one thousand eight hundred and no/100 dollars ($1,800.00). This amount will be payable on a monthly basis and due on the last day of each month. The total program cost for 93 days will be $5,580.00 (12/27/2023 - 3/29/2024). The Homeless Housing Assistance Program (HHAP) Grant Round 1, C20-082 will provide all funding for rent, furniture, utilities and case management. No additional cost to the County.

Action for the Clerk

Approve the agreement and allow the CAO to sign. Send the signed agreement to the following HCD Office of Migrant Services address for additional signatures:

Attn: Julio Lamas, Office of Migrant Services
2020 W. El Camino Avenue, Suite 400, Sacramento, CA 95833

ATTACHMENTS:

- Williams ESP License Agreement_Final (PDF)

Department of Housing and
Community Development
Office of Migrant Services Program
P.O. Box 952052
Sacramento, CA 94252-2052

Attachment: Williams ESP License Agreement_Final (9517 : Colusa Winter Emergency Shelter Program)

MIGRANT CENTER LICENSE AGREEMENT FOR EMERGENCY SHELTER PROGRAM

This License Agreement (this "Agreement") is dated as of **November 15, 2023** for reference purposes only, between the Department of Housing and Community Development, a public agency of the State of California (the "Department" or "Licensor"), and **County of Colusa Health & Human Services** a public body corporate and politic ("Licensee").

Where the Department operates the Office of Migrant Services ("OMS"), a seasonal program, which provides affordable housing for migratory agricultural workers and their families under Health and Safety Code sections 50710-50715, California Code of Regulations Title 25 Subchapter 7, Sections 7600 et seq., and all applicable law.

Where the primary purpose of the OMS program is to provide seasonal housing to migratory agricultural workers and their families but where the Department has discretion for its 24 OMS centers ("OMS Centers") to be used for alternative purposes, which serve the public interest; and where the Department has consented to this Emergency Shelter use so long as the use, does not incur any cost to the OMS program, and does not impede the normal operations of the OMS Center, which must be prioritized.

RECITALS

A. By a certain lease titled "Migrant Farmworker Center Lease" (the "Lease") recorded in the Official Records of **Colusa County,** California, on **June 30, 2000** as **Instrument No. 2000002345,** Licensor obtained a leasehold estate and other interests in that property more particularly described in the Lease described in Exhibit A (the "Premises"). The Department is the current holder of the leasehold estate created by the Lease.

B. The parties desire, by this Agreement, to provide for the licensing by Licensor to Licensee, of the revocable right to use and occupy the Premises described in Exhibit A and as set forth in the Lease.

In consideration of the matters described above, and of the mutual benefits and obligations set forth in this License Agreement, the parties agree as follows:

SECTION ONE. GRANT OF LICENSE

Licensor grants to Licensee a revocable license to occupy and use the Premises subject to all of the terms and conditions of this Agreement, and pursuant to Health and Safety Code, Chapter 8.5 of Part 2 of Division 31 Section 50715 and that the Licensee shall comply with all applicable law and specifically with the requirements of Health and Safety Code, Chapter 11.5 commencing with Section 50800.

SECTION TWO. DESCRIPTION OF PREMISES

The Premises is commonly known by the following name and street address:

Williams Migrant Center
400 Theatre Road
Williams, CA 95987

SECTION THREE. ACCESS TO UNITS

Subject to the terms and conditions set forth in this Agreement, Licensor authorizes the Licensee to use no more than **5 units** on the Premises for the purpose of providing a temporary homeless shelter and associated services to individuals and families (Emergency Shelter Program or ESP). The property is comprised of **100 units.** The Licensee may use space surrounding the units as is needed and reasonable to carry out the purpose of providing temporary homeless shelter and associated services. On or prior to commencement of this Agreement, the Department, in its sole discretion, will designate in writing the units available for Licensee's use.

SECTION FOUR. ON-SITE MANAGEMENT

Licensee must employ, at its own expense, and prior to allowing occupancy of the Premises, a resident manager and necessary staff to perform the services and duties of Licensee's proposed ESP. Employment of the current OMS contractor and OMS-funded personnel, who are employed year-round by the OMS program, is strictly prohibited for employment for purposes of the Emergency Shelter; as said contractor and employees are already under contract and employed for year-round OMS purposes. Licensee may self-manage or contract with a management agent for the performance of the services; however, such an arrangement does not relieve the Licensee of responsibility for proper performance of these duties and compliance with the provisions of this Agreement.

SECTION FIVE. CLEANING AND DISINFECTING PLAN

Two weeks prior to the ESP start date, Licensee must submit a cleaning and disinfecting plan (the Plan) to HCD for approval. The Plan must identify the professional, licensed, and insured company to perform the cleaning and disinfecting. The Plan must describe what is to be cleaned and the processes to remove germs, dirt, and impurities. The Plan must also include the second process to disinfect. Environmental Protection Agency approved disinfectants must be used to treat for the coronavirus SARS-CoV-2 (COVID-19).

The Plan must be revised and submitted to HCD as prudent to maintain safe practices and reduce the potential for exposure of infectious diseases. The Plan must be fully implemented and completed by ESP close date. Four weeks subsequent to the ESP close date, the Licensee must submit documentation to HCD evidencing compliance with the Plan including: evidence of the cleaning, list of disinfectants used, a copy of the invoice billing for cleaning and disinfecting services, and a copy of the check evidencing payment in full to the professional, licensed, and insured company that completed the Plan services.

SECTION SIX. UTILITIES

Licensee understands and agrees to provide its own utilities as required for its use of the Premises, including water, electrical, gas, and garbage collection. Licensee must convert all utility service to its own name prior to occupying the Premises, and cover all utility costs through **March 29, 2024;** or agree

Attachment: Williams ESP License Agreement_Final (9517 : Colusa Winter Emergency Shelter Program)

to a pro-rata share of utilities based on the number of units being used for ESP Winter Shelter versus the number of units being used by Department for housing OMS on-site manager and maintenance staff. Utility payments will be billed monthly to Licensee based on pro-rata of units under this License for the total of all utilities.

If heating devices are needed in each respective unit due to cold weather, and where the OMS Centers were not constructed or equipped to provide year-round housing, Licensee shall provide and install adequate heating devices, whether temporary or permanent, which meet State and local codes and do not exceed the capacity of the migrant housing center's electrical or gas system. In such an event, a letter must be provided to OMS indicating that the heating devices are safe and in proper working order, and have an Underwriters Laboratories (UL) certification or other appropriate approval rating.

SECTION SEVEN. NO ALTERATIONS

Licensee shall not make any alterations, changes, or additions in or to the Premises without Department's prior written consent.

SECTION EIGHT. INSURANCE

Prior to occupying the Premises, Licensee shall procure and carry, at its own expense, or provide evidence of self-insurance for: commercial general liability insurance with a combined single limit for bodily injury and property damages of not less than $1 million per occurrence and $2 million in the aggregate; and, a policy of standard fire, extended coverage and special extended coverage insurance (all risks), including a vandalism and malicious mischief endorsement. Licensee shall have its insurer issuing the insurance described above waive any rights of subrogation that such company may have against Department.

SECTION NINE. DURATION OF LICENSE SPECIFIED

Department gives to Licensee the privilege of entering on the above-described Premises to operate the ESP and associated services commencing when this Agreement is fully executed and all prerequisite provisions of this Agreement have been satisfied. This License is to remain valid and in full effect until **March 29, 2024,** unless sooner revoked by the Department in writing pursuant to the terms of this Agreement.

SECTION TEN. RENT AND OTHER INCOME

Licensee shall pay the Licensor, a monthly flat fee without deduction setoff, the sum of twelve and no/100 dollars ($12.00) per unit, per the total amount of authorized units, as described in Section Three. Accordingly, the rent per month totals **one thousand eight hundred and no/100 dollars ($1,800.00).** This amount will be payable on a monthly basis and due on the last day of each month in the manner required by the Department. The Licensor has calculated $12.00 per night per unit as the cost of operating the center. **The total program cost for 93 days will be $5,580.00 (12/27/2023 – 3/29/2024).** Statutorily the Department cannot incur any associated center costs that are not OMS related. The Licensor is granting use of the Premises for Emergency Shelter purposes based on timely payment of the cost of operating the OMS Centers at $12.00 per night, per unit. Licensee has the discretion to use all of the units detailed in Section Three, and accordingly a flat payment will be made for all units.

SECTION ELEVEN. DOCUMENTATION SUBMITTAL TIMELINE

Attachment: Williams ESP License Agreement_Final (9517 : Colusa Winter Emergency Shelter Program)

All documentation requested in Section Three of the OMS Emergency Shelter Procedures must be received by OMS no less than ten (10) business days prior to the Emergency Shelter Program start date. Failure to comply with this requirement will prohibit the use of the Premises for the Emergency Shelter Program for the current season.

SECTION TWELVE. EARLY TERMINATION

Should the Premises or any essential part of such Premises, be destroyed by fire or other casualty, this Agreement will immediately terminate. Any party upon three (3) days written notice may terminate this Agreement for good cause. Said termination will be effective at the end of three (3) days. Licensee shall immediately take steps to remove all persons occupying the Migrant Center upon the receipt of, or giving of notice of termination of the Agreement. The parties' obligation to pay any sums under this agreement survives the termination of this agreement.

SECTION THIRTEEN. HOLDING OVER AFTER TERMINATION OF LICENSE

Licensee shall have no right to occupy the Premises after termination of this Agreement. If Licensee remains in possession of the licensed area after the expiration or other termination of this Agreement, Licensee shall be responsible for all damages and costs incurred by the Department as a result of such unauthorized occupancy, including but not limited to alternate housing costs for migrant farmworkers scheduled to occupy the premises. Nothing in this paragraph is construed to grant Licensee any right to occupy the licensed Premises after termination.

SECTION FOURTEEN. CONDITION OF PREMISES NOT WARRANTED

Licensor does not warrant nor represent the Premises as safe, healthful, or suitable for the purposes for which it is permitted to be used under the terms of this Agreement.

SECTION FIFTEEN. INDEMNIFICATION OF DEPARTMENT

Licensee shall indemnify, protect, defend and hold the Department harmless from any and all claims arising from Licensee’s use of the Premises or from the conduct of its ESP or from any activity, work or thing which may be permitted or suffered by Licensee in or about the Premises and shall further indemnify, protect, defend and hold the Department harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Licensee’s part to be performed under this Agreement or arising from the negligence or willful misconduct of Licensee or any of its agents, contractors, employees, invitees, patrons, customers, or members in or about the Premises and from any and all costs, attorneys’ fees and costs, expenses and liabilities incurred in the defense of any claim or any action or proceeding brought thereon, including negotiations in connection therewith. Licensee hereby assumes all risk and damage to property or injury to persons in or about the Premises from any cause during its use or occupancy of the Premises or otherwise in connection with the license afforded by this Agreement, and Licensee hereby waives all claims in respect thereof against the Department in connection therewith; provided, however the foregoing will not extent to the gross negligence or willful misconduct of Licensor.

SECTION SIXTEEN. DESTRUCTION OF PREMISES

Licensee shall keep the units designated to Licensee in good condition and repair. All damage or injury to the Premises from any acts or omissions of Licensee, its employees, agents, guests, and invitees, shall be promptly repaired by Licensee, at its sole cost and expense to the satisfaction of the

Attachment: Williams ESP License Agreement_Final (9517 : Colusa Winter Emergency Shelter Program)

Department. The Licensee shall bear the cost to repair or replace property and inventory of any said unit (e.g. mattresses, stoves, door handles, etc.) as a result of any and all damages caused by Licensee or any ESP participants or guests (regardless of whether vetted by the Licensee) that occupy, dwell or visit the unit through the ESP, as all units must be returned to the Licensor in the same condition delivered to Licensee. Licensee and Department will conduct a pre-occupancy walk through to identify any pre-existing damage. A post-occupancy walk through will be conducted on **April 5, 2024** or earlier if Licensee ceases occupancy prior to the termination date. All damages in the pre-occupancy walk through and post-occupancy walk through will be memorialized in a written report, with the Licensee bearing the full responsibility to restore the post-occupancy condition of the Premises to the pre-occupancy condition. If the Premises are not restored to Licensee's pre-occupancy condition by **April 5, 2024,** Licensee shall cover the cost to house the migrant farmworkers that are scheduled to start reporting to the Premises.

SECTION SEVENTEEN. MODIFICATION OF AGREEMENT

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement is binding only if evidenced in writing signed by each party or an authorized representative of each party.

SECTION EIGHTEEN. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement regarding the subject matter contained herein between the parties and any prior understanding or representation of any kind preceding the date of this Agreement will not be binding on either party except to the extent incorporated in this Agreement.

SECTION NINETEEN. NOTICES

Any notice provided for or concerning this Agreement must be in writing and will be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each party as set forth below:

To Licensor:
Department Name: Department of Housing and Community Development
Office of Migrant Services Program
Address: P.O. Box 952052
Address: Sacramento, CA 94252-2052
Attn: OMS Manager

To Licensee: Colusa County
Agency Name: Department of Health & Human Services
Address: 251 E. Webster Street
Address: Colusa, CA 95932
Attn: Amilcar Avendaño

SECTION TWENTY. ASSIGNMENT OF RIGHTS

The rights of the Licensee under this Agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the Department.

Attachment: Williams ESP License Agreement_Final (9517 : Colusa Winter Emergency Shelter Program)

SECTION TWENTY-ONE. GOVERNING LAW

This Agreement is governed by, construed, and enforced in accordance with the laws of the State of California.

SECTION TWENTY-TWO. COMPLIANCE WITH APPLICABLE LAW

Licensee must comply with all applicable federal, state, and local law, in connection with their occupancy of the Premises and operation of the emergency shelter, and conform to existing uses, notices, and applicable requirements of any nature.

SECTION TWENTY-THREE. COUNTERPARTS

This Agreement may be executed in several counterparts, each of which is an original and all of which will constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the reference date first set forth above.

CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT:

By: _____

Name: _____

Title: _____

LICENSEE:

By: _____

Name: Wendy G. Tyler

Title: CAO

[ALL SIGNATURES MUST BE ACKNOWLEDGED]

Attachment: Williams ESP License Agreement_Final (9517 : Colusa Winter Emergency Shelter Program)

Exhibit A

Williams Migrant Center

LEGAL DESCRIPTION

The land referred to in this report is situated in the State of California, County of Colusa and is described as follows:

Being a portion of the Southeast 1/4 and the Southwest 1/4 of Section 13, T15N., R3W., M.D.B. & M., as described in the deed to Vera H. Carroll, dated February 9, 1943, recorded February 10, 1943, in Book 104, at page 498, Official Records of Colusa County.

Said portion is all that part thereof bounded and described as follows:

Beginning at the intersection of the South line of that certain County Road known as Husted Lateral Road with the East line of the Southern Pacific Railroad Company right of way; thence along the South line of said County Road, S. 89° 09' 05" E. 741.17 feet; thence S. 56° 33' 02" E. leaving said South line of County Road, 128.86 feet; thence N. 65° 00° 21' E. 90.00 feet to the Westerly right of way line of that certain parcel of land described in a deed from Vera H. Carroll to the State of California, dated September 29, 1967 and recorded December 5, 1967, in Book 352 Official Records, page 356; thence along said Westerly right of way line as follows: S. 24° 59' 39" E. 929.62 feet; thence along the arc of a 4,890.00 foot radius curve to the right, through a central angle of 3° 49' 18" an arc distance of 326.17 feet to the South line of said Carroll parcel; thence along said South line leaving the freeway right of way N. 89° 08' 53" W. 850.00 feet more or less to the East line of said railroad; thence N. 27° 06' 28" W. along said East line, 1,318.76 feet more or less to the point of beginning.

Attachment: Williams ESP License Agreement_Final (9517 : Colusa Winter Emergency Shelter Program)

COUNTY OF COLUSA, CA

2.5

Request For County Board of Supervisors Action

MEETING DATE: December 19, 2023

DEPARTMENT: Health and Human Services

FROM: Kirill Obraztsov

SUBJECT: Approve allocation agreement with CDPH for implementation of California Home Visiting Program (CHVP)

Approve allocation agreement with **CDPH** for implementation of California Home Visiting Program (CHVP).

Detailed Description/Background of request

In December 2022, CDPH made an announcement for release of FY22/23 Agreement Funding Application (AFA) Notification for Year 1 CHVP, which provided funding with the long-term goal of increasing the number of families participating in the three evidenced-based home visiting (EBHV) models supported by CHVP: Healthy Families America (HFA), Nurse Family Partnership (NFP), and Parents as Teachers (PAT). Each local health jurisdiction (LHJ) could use Year 1 funding for expansion, planning, and/or special support activities related to pandemic recovery. Colusa County Health and Human Services has been awarded $423,455 from California Department of Public Health as Year 2 CHVP Evidence-Based Home Visiting, after successfully completing Year 1 required activities.

Colusa County Department of Health and Human Services (DHHS) selected planning activities, including, but not limited to, conducting a Community Needs Assessment to find out gaps in services and local needs and priorities for home visiting, plan the infrastructure needed to perform all activities under guidelines and requirements of CDPH, develop a plan and timeline for the recruitment and training of staff to support implementation of the program, and establish a plan for collaboration with local family and early childhood system partners to provide a continuum of services and build a strong referral network into the program, among others.

CDPH has approved the proposed scope of work and activities for Year 2, FY2023-2024, including the budget, and DHHS is requesting the Board to approve the AFA and sign both the budget and Agency Information Form.

Prior Board Action

C23-162 approved 08/01/2023

Fiscal Impact/Funding Source
No Fiscal Impact to County General Fund as it is a revenue agreement in the amount of $423,455

Action for the Clerk
Please obtain signatures of Chair of the Board of Supervisors and Clerk of the Board on Agency Information Form (both pages) and forward those documents to Stephanie Rosas at DHHS for submission to the State.

ATTACHMENTS:

- Copy of CHVP 23-06 4 SGF EBHV Budget FY23-24 - Revised 10.30.23(XLSX)
- CHVP 23-06 5 ICR Certification REVISED VERSION (PDF)
- CHVP 23-06 8 SGF EBHV SOW FY23-24 6.19.23 (PDF)
- CHVP SGF EBHV 23-06 3 Attestation of Compliance 6.19.23 (PDF)
- CHVP SGF EBHV 23-06 Duty Statements 10.23.23 (DOCX)
- CHVP SGF EBHV 23-06 Program Organizational Chart 10.23.2023 (DOCX)
- Copy of CHVP 23-06 2 Agency Information Form (XLSX)
- Copy of CHVP 23-06 2 Agency Information Form Page 1 (PDF)
- Copy of CHVP 23-06 2 Agency Information Form Page 2 (PDF)

Original Budget Justification Sectio

CHVP SGF EBHV 23-06 Colusa

ACTIVE

PERSONNEL

			TOTALS	242.37%	831,241	161,700		125,570
	INITIALS	TITLE OR CLASS.		FTE %	ANNUAL SALARY	TOTAL WAGES	FRINGE BENEFIT RATE %	FRINGE BENEFIT AMOUNT
1	AH	Deputy Director		5.000%	122,844	6,142	70.95%	4,358
2	KW	Nursing Supervisor		5.00%	111,711	5,586	79.16%	4,422
3	TM	Health Program Specialist Supervisor		5.37%	86,676	4,655	78.04%	3,633
4	HWJ	CHVP Program Coordinator		75.00%	84,552	63,414	85.81%	54,416
5	CR	Registered Nurse		10.00%	107,404	10,740	88.50%	9,505
6	SR	MCAH Director		5.00%	73,636	3,682	83.34%	3,069
7	SR	CHVP Director		15.00%	73,636	11,045	78.17%	8,634
8	MC	Public Health Assistant		100.00%	42,190	42,190	76.37%	32,221
9	CG	Public Health Assistant		10.00%	59,232	5,923	89.68%	5,312
10	RM	Health Program Specialist		12.00%	69,360	8,323		
11								
12								
13								
14								

Attachment: Copy of CHVP 23-06 4 SGF EBHV Budget FY23-24 - Revised 10.30.23 (9521 : California Home Visiting Program)

Original Budget Justification Sectio

CHVP SGF EBHV 23-06 Colusa

ACTIVE

15							
16							
17							
18							
19							
20							

FRINGE BENEFITS

TOTAL FRINGE BENEFITS	**125,570**

OPERATING

	TOTAL OPERATING	**31,368**
1	Parents as Teachers Curriculum, Trainings	20,000
2	Storage Facility	2,000
3	Heavy Duty Stackers/shelving for Storage Unit	868
4	Ages and Stages Questionnaries, 3rd Ed (ASQ-3 and Ages & Stages Questi	1,500
5	Trainings	7,000
6		
7		
8		
9		
10		

EQUIPMENT

	TOTAL EQUIPMENT EXPENSES	
1		
2		
3		
4		
5		

TRAVEL

Attachment: Copy of CHVP 23-06 4 SGF EBHV Budget FY23-24 - Revised 10.30.23 (9521 : California Home Visiting Program)

Original Budget Justification Sectio

CHVP SGF EBHV 23-06 Colusa

ACTIVE

	TOTAL TRAVEL EXPENSES	**3,000**
1	Travel	3,000
2		
3		
4		
5		

SUBCONTRACTS

	TOTAL SUBCONTRACT EXPENSES	**25,000**
1	Community Needs Assessment (TCCAP)	25,000
2		
3		
4		
5		

OTHER COSTS

	TOTAL OTHER COSTS	**5,000**
1	Educational Materials and Supllies	3,000
2	Outreach Materials	2,000
3		
4		
5		

INDIRECT COST

	TOTAL INDIRECT COSTS	**71,817**
25.00%	of Total Personnel and Benefits	71,817

Attachment: Copy of CHVP 23-06 4 SGF EBHV Budget FY23-24 - Revised 10.30.23 (9521 : California Home Visiting Program)

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Justification
Provides supervision and guiedance in planning for (Parents as Teachers) PAT home visiting model implementation. Ensures CHVP staff Adhere to all CHVP Policies and Procedures relating to implementation.
Provides supervision and guiedance in planning for (Parents as Teachers) PAT home visiting model implementation. Directly supervises CHVP Registered Nurses, Health Program Specialists and Public Health Assistants. Ensures CHVP staff adhere to all CHVP Policies and Procedures relating to implementation.The nursing supervisor will conduct on site and reflective supervision as directed by the Parents as Teachers (PAT) curriculum.
Provides supervision and guiedance in planning for (Parents as Teachers) PAT home visiting model implementation. Directly supervises CHVP Director, Health Program Specialists. Ensures CHVP staff Adhere to all CHVP Policies and Procedures relating to implementation.
Select the evidence-based home visiting model(s) that will best meet the needs of the service population and be sustainable for Colusa County with supervisor approval and in collaboration with other Health Program specialist. Adhere to all CHVP Policies and Procedures relating to implementation. Together with supervising staff establish a plan and timeline for the recruitment and hiring. In collaboration with other CHVP staff establish a plan, timeline for training of staff to support implementation. Participate in training. Develop a plan to regularly collaborate with local family and early childhood system partners to provide a continuum of services and build a strong referral network into the program. Develop a plan to regularly meet with CHVP staff to plan and support CHVP's objective and activies. CHVP coordinator will be trained as Parent Educators and will be
Adhere to all CHVP Policies and Procedures relating to implementation. In collaboration with other CHVP staff establish a plan, timeline for training of staff to support implementation. Participate in training.Contribute expertese with CHVP staff to plan and support CHVP's objective and activies. Registered Nurses will be trained as Parent Educators and will be performing home visits.
Select the evidence-based home visiting model(s) that will best meet the needs of the service population and be sustainable for Colusa County with supervisor approval and in collaboration with other Health Program specialist .In collaboration with other CHVP staff establish a plan, timeline for training of staff to support implementation. Participate in training. Contribute expertese with CHVP staff to plan and support CHVP's objective and activies.
Select the evidence-based home visiting model(s) that will best meet the needs of the service population and be sustainable for Colusa County with supervisor approval and in collaboration with CHVP Coordinator and Supervising staff. Adhere to all CHVP Policies and Procedures relating to implementation. Together with supervising staff establish a plan and timeline for the recruitment and hiring. In collaboration with other CHVP staff establish a plan, timeline for training of staff to support implementation. Participate in training. Develop a plan to regularly collaborate with local family and early childhood system partners to provide a continuum of services and build a strong referral network into the program. Develop a plan to regularly meet with CHVP staff to plan and support CHVP's objective and activies. Take lead on establishing a plan for the purchase of needed equipment, and other programmatic supplies for successful implementation
Adhere to all CHVP Policies and Procedures relating to implementation. In collaboration with other CHVP staff establish a plan, timeline for training of staff to support implementation. Participate in training.Contribute expertese with CHVP staff to plan and support CHVP's objective and activies.
Adhere to all CHVP Policies and Procedures relating to implementation. In collaboration with other CHVP staff establish a plan, timeline for training of staff to support implementation. Participate in training.Contribute expertese with CHVP staff to plan and support CHVP's objective and activies.
Adhere to all CHVP Policies and Procedures relating to implementation. In collaboration with other CHVP staff establish a plan, timeline for training of staff to support implementation. Participate in training. Contribute expertese with CHVP staff to plan and support CHVP's objective and activies. Health Program Specialist will be trained as Parent Educators and will be performing home visits.

Attachment: Copy of CHVP 23-06 4 SGF EBHV Budget FY23-24 - Revised 10.30.23 (9521 : California Home Visiting Program)

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Justification

Justification
CHVP Staff will be trained in during planning year. According to the CHVP Scope of work applying for PAT model affiliation is an activity that supports the planning of a home visiting program. According to the CHVP Scope of work, establishing a plan and timeline for the training of staff to support implementation of PAT is an activity that supports the planning of a home visiting program. As a part of Colusa County's plan and timeline 8 staff members will partipate in Parents as Teachers foundational implementation core training and 8 staff members will particapte in the foundational 2 training prior to expansion year. 8 PAT Trainings and Curriculums are included together as a package. The cost for Parents as Teachers foundational implementation core training and curriculum is 1225.00 per person. 8 staff @ 1225.00 = $9,800. The Cost for the the foundational 2 training curriculum is 700 annually. 8 staff @700= $5600.00. Parents as Teachers Affiliate Fee $4,500.00. PAT curriculum/training is delivered remotely. No travel costs associated with PAT curriculum/training.
According to the CHVP scope of work establishing a plan for the purchase of needed equipment, and other programmatic supplies for successful implementation of the PAT model is an activity that supports the planning and implementation of the home visiting program. It is a part of Colusa County's plan to acquire storage that will be used to store supplies/equipment to be used for Colusa County's CHVP within the same fiscal year. The cost of storage is $2000 ($166.70 x 12 months for 10 sq ft x 20 sq ft.)
According to the CHVP scope of work, establishing a plan for the purchase of needed equipment, and other programmatic supplies for successful implementation of the PAT model is an activity that supports the planning of the home visiting program. Colusa County's plan is to purchase shelving units used in storage units that will be used by Colusa County's CHVP to store Colusa County's CHVP Supplies/equipment. Estimated cost $469.99 4-pack heavy-duty 22000lbs shelves + $239.8 (2 x $119.90 heavy-duty, wide storage shelving rack) + $99.99 heavy-duty 2000lbs storage shelf = $809.78 + 7.25% CA state sales tax rate = $868.00
Ages & Stages Questionnaires (ASQ-3) Starter Kits in English(1) and Spanish(1) - 300 x 2 = 600 Ages & Stages Questionnaire: Social & Emotional Health (ASQ:SE-2) Starter Kits in English (1) and Spanish (1)- 300 x 2 = 600
CHVP staff (2 Health Program Specialist, 2 Registered Nurses, and 1 Public Health Assistant) to be trained and certified as Lactation Counselors and Child Passenger Safety Technicians. Estimated cost of trainings Lactation Counselor for 5 staff x $800.00 = $4000.00. Estimated cost of Child Passenger Safety Technician Certification for staff (2 Health Program Specialist, 2 Public Health Assistants and 2 Registered Nurse) is 6 x $500 = $3000. (Special Support Activity***)

Justification

Justification

Attachment: Copy of CHVP 23-06 4 SGF EBHV Budget FY23-24 - Revised 10.30.23 (9521 : California Home Visiting Program)

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Travel for state required and avaliable trainings. This travel will support the HPS, RNs, and PHAs increasing their skills, knowledge and expertise on home visiting related areas. This will improve the quality of services for community members enrolled in the program. Estimated cost of lodging for 6 staff member @ 193.00/night for 2 night = 2,316. Food 41.00 (7.00 breakfast,11.00 lunch,23.00 dinner) /day for 6 members for 2 days =492.00. Incidentals @ 5.00/ per day for 6 people for 2 days=60.00 Estimated cost milage (based off both state and county rate which is the same) 201.52 (miles) @ 655 132.00

Justification
Subcontract with local CBO to conduct CHA with a focus on the needs of families who are pregnant, nursing, or with children 0-5 years of age.

Justification
An estimated 18 families, with an average of 0-3 children per family, expected to be enrolled in the CHVP program. Educational materials will be distributed to each family when educational materials align with PAT curriculum. Cost of educational materials is $2,923.28 + 7.25% CA state sales tax rate = $3,000.00. Educational materials will include: $341.82 ($18.99 x18 families) Tummy Time Mirror Toy with Sensory Texture for brain development; $269.10 ($14.95 x 18 families) Newborn Soft Fabric Crinkling Shapes/Patterns Activity Book 0-12 months $141.12 ($7.84 x 18 families) Baby's Very First Touchy-Feely Animal Book $450.00 ($25.00 x 18 families) Parent-Child activity Object Permanence box 5.5m -8m Object Permanence box $360.00 ($20.00 x 18 families) Wave Bottle Activity supplies $465.38 ($25.86 x 18 families) Sensory Education Activity Binder and Early Learning Toys for Toodler Preschool $233.82 ($24.99 x 18 families) Wooden Puzzle Blocks Geometric STEM Jigsaw $287.82 ($15.99 x 18 families) Wooden Reading Blocks for Preschool, Kindergarten $32.99 Construction Paper Bulk, 1 pack- 600 sheets per pack $515.34 - will be allocated towards purchasing emergency supplies including diapers, diapering supplies, and prepaid grogery cards (prohibit alcohol/tobbacco/lottery/firearm purchase) for families in need of assistance (Special Support Activity***)
Purchase outreach supplies to inform the community and other local agencies of Colusa County's home visiting program in and effort to enroll,recruit and retain participants. These items will be used to publicize and inform the community about the program through outreach events and printed items will be used to distrubte to the the community. Aprrox costs of items: Table cloths 100.00; Retractable signs 100.00; Banners 200.00; Printed outreach material 200.00; Custom Tent with custom wall- 800.00; Pamphlet holders- 50.00; clipboards- 50.00; Wagon- 200.00; Rolling tote 200.00

Justification
Per CDPH approved ICR.

Attachment: Copy of CHVP 23-06 4 SGF EBHV Budget FY23-24 - Revised 10.30.23 (9521 : California Home Visiting Program)

CERTIFICATION OF INDIRECT COST RATE METHODOLOGY

Please list the Indirect Cost Rate (ICR) Percentage and supporting methodology for the contract or allocation with the California Department of Public Health, Maternal Child and Adolescent Health Division (CDPH/MCAH Division).

Date: 6/22/23

Agency Name: Colusa County Health and Human Services

Contract/Agreement Number: CHVP 23-06

Contract Term/Allocation Fiscal Year: 2023/2024

1. NON-PROFIT AGENCIES/ COMMUNITY BASED ORGANIZATIONS (CBO)

Non-profit agencies or CBOs that have an approved ICR from their Federal cognizant agency are allowed to charge their approved ICR or may elect to charge less than the agency's approved ICR percentage rate.

Private non-profits local agencies that do not have an approved ICR from their Federal cognizant agency are allowed a maximum ICR percentage of 15.0 percent of the Total Personnel Costs.

The ICR percentage rate listed below must match the percentage listed on the Contract/Allocation Budget

_____ % Fixed Percent of:

☐ Total Personnel Costs

2. LOCAL HEALTH JURISDICTIONS (LHJ)

LHJs are allowed up to the maximum ICR percentage rate that was approved by the CDPH Financial Management Branch ICR or may elect to charge less than the agency's approved ICR percentage rate. The ICR rate may not exceed 25.0 percent of Total Personnel Costs or 15.0 percent of Total Direct Costs. The ICR application (i.e. Total Personnel Costs or Total Allowable Direct Costs) may not differ from the approved ICR percentage rate.

The ICR percentage rate listed below must match the percentage listed on the Allocation/Contracted Budget.

25 % Fixed Percent of:

☑ Total Personnel Costs

☐ Total Allowable Direct Costs

Attachment: CHVP 23-06 5 ICR Certification REVISED VERSION (9521 : California Home Visiting Program)

CERTIFICATION OF INDIRECT COST RATE METHODOLOGY

3. OTHER GOVERNMENTAL AGENCIES AND PUBLIC UNIVERSITIES

University Agencies are allowed up to the maximum ICR percentage approved by the agency's Federal cognizant agency ICR or may elect to charge less than the agency's approved ICR percentage rate. Total Personnel Costs or Total Direct Costs cannot change.

_____% Fixed Percent of:

☐ Total Personnel Costs (Includes Fringe Benefits)

☐ Total Personnel Costs (Excludes Fringe Benefits)

☐ Total Allowable Direct Costs

Please provide your agency's detailed methodology by listing all indirect costs, fees and percentages in the box below. (i.e. Insurance -- $350,000 – 3%)

Indirect expenses includes the allocated share of external and internal overhead based on Program FTE. Internal overhead is the administrative costs. External overhead is the A-87, which is allocated costs for other county department services.

BUILDING DEPRECIATION: $312,872 - 0.008%
CAO $661,242 - - 0.013%
AUDITOR: $1,472,236 - 2.20%
TREASURER: $396,302 - 0.013%
COUNTY COUNSEL: $674,095 - 0.108%
PERSONNEL: $633,589 - 0.067%
MAINTENANCE: $452,111 - 0.013%
CUSTODIAN: $310,485 - 0.062%
RISK: $30,636 - 0.007%
IT: $645,309 - 0.030%
PURCHASING: $94,518 - 0.071%
ADMIN COSTS: $1,912,129 - 26.51%

Attachment: CHVP 23-06 5 ICR Certification REVISED VERSION (9521 : California Home Visiting Program)

CERTIFICATION OF INDIRECT COST RATE METHODOLOGY

Please submit this form via email to your assigned Contract Liaison.

The undersigned certifies that the costs used to calculate the ICR are based on the most recent, available, and independently audited actual financials and are the same costs approved by the CDPH to determine the Department approved ICR.

Printed First & Last Name: Christine Fusaro

Title/Position: Staff Service Manager

Signature: Christine Fusaro Digitally signed by Christine Fusaro Date: 2023.06.22 11:53:39 -07'00'

Date: 6/22/23

Attachment: CHVP 23-06 5 ICR Certification REVISED VERSION (9521 : California Home Visiting Program)

California Home Visiting Program
State General Fund (SGF) Evidence-Based Home Visiting (EBHV)
Scope of Work

July 1, 2023- June 30, 2024

The purpose of this Scope of Work (SOW) is to provide guidance and outline requirements for implementing the California Home Visiting Program (CHVP) funded by California State General Fund (SGF). CDPH/CHVP SGF-funded LHJs are approved to implement and/or expand Healthy Families America (HFA), Nurse Family Partnership (NFP), or Parents as Teachers (PAT) home visiting programs in accordance with State requirements to achieve positive outcomes. The SOW includes the following goals:

1. Provide leadership and structure for implementation of CHVP in the LHJ
2. Integrate the home visiting program into the local early childhood system
3. Collect, enter, and report on all required participant data
4. Develop the infrastructure for a home visiting program (Planning Activities)
5. Provide relief and support with rebuilding and stabilizing the staff and families served by Local MCAH home visiting programs including CHVP Innovation Projects through enhanced training, technology, hazard pay and other staff costs, and emergency supplies (Special Support Activities)

Note: ***LHJs can spend up to 25% of the FY 2023/24 SGF EBHV allocation on Special Support Activities***

Please check one or more of the following boxes to indicate use of funding for planning or special support activities:

☑	Planning Activities
☑	Special Support Activities

Attachment: CHVP 23-06 8 SGF EBHV SOW FY23-24 6.19.23 (9521 : California Home Visiting Program)

California Home Visiting Program
State General Fund (SGF) Evidence-Based Home Visiting (EBHV)
Scope of Work
July 1, 2023- June 30, 2024

Goals, Objectives, and Measures for July 1, 2023 – June 30, 2024

Goal 1: Provide leadership and structure for implementation of the California Home Visiting Program (CHVP) in the Local Health Jurisdiction (LHJ)				
#	**Objective**	**Activities**	**Responsible Party**	**Deliverables**
Staffing Requirements				
1.1	Provide effective leadership and oversight for CHVP	**1.1. (a)** Provide leadership and oversight on all matters related to the development, implementation, operation, administration, evaluation, and reporting for local implementation of CHVP following the CHVP Policies and Procedures **1.1. (b)** Attend monthly MCAH and quarterly CHVP Directors calls **1.1. (c)** Participate in ongoing local community stakeholder groups, site visits, meetings, and/or conferences as directed	MCAH Director or Designee*	Submission of semi-annual status report Submission of quarterly staffing reports Submission of Community Advisory Board (CAB) meeting materials, roster, agendas, and minutes with status reports Participation in site visits as directed by CHVP Submission of CHVP Implementation Plan within 60 days of contract execution **(only for LHJs in 1st year of implementation)** **Note:** If an LHJ establishes a subcontractor (subK) to deliver home visiting services, an LHJ representative must be present during technical assistance calls and virtual or in-

Attachment: CHVP 23-06 8 SGF EBHV SOW FY23-24 6.19.23 (9521 : California Home Visiting Program)

California Home Visiting Program
State General Fund (SGF) Evidence-Based Home Visiting (EBHV)
Scope of Work
July 1, 2023- June 30, 2024

		1.1 (d) LHJs in the 1st year of implementation will develop an Implementation Plan using the CHVP provided template		person site visits and must be involved in all ad-hoc programmatic, data, contract, or fiscal communications. Additionally, no more that 10% of the allocation can be spent on administrative oversight of a subK.*
1.2	Implement home visiting programs using culturally responsive practices	**1.2. (a)** Participate in opportunities designed to enhance cultural sensitivity through webinars, trainings, and/or conferences	Supervising Public Health Nurse (SPHN), Program Manager, or supervisor Home Visitors	Submission of semi-annual status report Submission of training log with status report
		1.2. (b) Recruit and hire staff that reflect the community served and/or speak the language of participants when possible	SPHN, Program Manager, or Supervisor Home Visitors	Submission of quarterly staffing reports Submission of semi-annual status report
1.3	Hire, train, and retain staff to comply with selected home visiting model requirements and CHVP policies and procedures	**1.3. (a)** Participate in required trainings as related to screening tools, health assessments, reflective supervision, data collection tools and software	SPHN, Program Manager, or Supervisor Home Visitors	Submission of training log with status report Submission of training plan with status report

Attachment: CHVP 23-06 8 SGF EBHV SOW FY23-24 6.19.23 (9521 : California Home Visiting Program)

California Home Visiting Program
State General Fund (SGF) Evidence-Based Home Visiting (EBHV)
Scope of Work
July 1, 2023- June 30, 2024

		1.3. (b) Maintain full staffing capacity to serve home visiting program participants and adhere to the specific model-based guidelines	SPHN, Program Manager, or Supervisor	Submission of quarterly staffing reports
		1.3. (c) All Staff will sign a Confidentiality Agreement at the time of hire and annually thereafter	SPHN, Program Manager, or Supervisor	Confirmation of signed Confidentiality Agreement for each staff member in status report

* The Maternal, Child, and Adolescent Health (MCAH) Director and/or designee will dedicate no less than 5% Full Time Equivalent (FTE) and no more than 15% FTE on the CHVP budget and staffing reports.

**See the *CHVP Budget Tips* document and/or reach out to your program consultant for further information.

Program Requirements				
1.4	Reach and maintain contracted Caseload Capacity (CC)	**1.4. (a)** Develop and sustain relationships with appropriate agencies to obtain home visiting participant referrals	MCAH Director or Designee SPHN, Program Manager, or Supervisor	Submission of outreach log annually with status report

Attachment: CHVP 23-06 8 SGF EBHV SOW FY23-24 6.19.23 (9521 : California Home Visiting Program)

California Home Visiting Program
State General Fund (SGF) Evidence-Based Home Visiting (EBHV)
Scope of Work
July 1, 2023- June 30, 2024

		1.4. (b) Develop a referral triage process for incoming home visiting participants	SPHN, Program Manager, or Supervisor	Submission of referral triage plan outlining referral process (flow chart, logic model, narrative, etc.) annually with status report
		1.4. (c) Ensure each newly enrolled participant receives informed consent and signs a CHVP Participant Consent Form	SPHN or Program Manager	Confirmation of signed Participant Consent form for each enrolled participant with status report
		1.4. (d) Home visitors will maintain 100% contracted CC **Note:** Any LHJ that falls below 85% of the contracted CC for three consecutive months may be required to participate in a corrective action process	SPHN, Program Manager, or Supervisor	Submission of complete and timely data for 100% contracted CC
1.5	Ensure selected home visiting model fidelity and quality assurance	**1.5. (a)** Implement model requirements in accordance with the NFP Model Elements, the HFA Best Practice Standards, and PAT Essential Requirements	MCAH Director or Designee	HFA: Submission of accreditation reports and/or proof of application for affiliation as requested by CHVP

Attachment: CHVP 23-06 8 SGF EBHV SOW FY23-24 6.19.23 (9521 : California Home Visiting Program)

California Home Visiting Program
State General Fund (SGF) Evidence-Based Home Visiting (EBHV)
Scope of Work
July 1, 2023- June 30, 2024

			SPHN, Program Manager, or Supervisor	NFP: Submission of NFP Implementation Plan as requested by CHVP. PAT: Submission of Affiliate Plan as requested by CHVP
1.6	Develop and implement home visiting policies and procedures	**1.6. (a)** Develop local policies and procedures related to home visiting; review annually and update as needed	MCAH Director or Designee SPHN, Program Manager, or Supervisor	Submission of policies and procedures annually with status report
		1.6. (b) Conduct an annual review of CHVP policies and procedures	MCAH Director or Designee SPHN, Program Manager, or Supervisor	Confirmation of CHVP P&P review with status report
1.7	Accurately collect and submit participant data using selected home visiting	**1.7. (a)** Implement all CHVP policies and procedures relating to screening and assessment tools into home visiting practice	SPHN, Program Manager, or Supervisor	Submission of timely and accurate data

Attachment: CHVP 23-06 8 SGF EBHV SOW FY23-24 6.19.23 (9521 : California Home Visiting Program)

California Home Visiting Program
State General Fund (SGF) Evidence-Based Home Visiting (EBHV)
Scope of Work
July 1, 2023- June 30, 2024

	model and CHVP-required documents	**1.7. (b)** Adhere to all CHVP policies and procedures relating to data collection and standardization	SPHN, Program Manager, or Supervisor	Submission of timely and accurate data
		1.7. (c) Comply with NFP Data Collection Documentation, CHVP HFA Data Collection Manual, or PAT Data in Motion	SPHN, Program Manager, or Supervisor	Submission of timely and accurate data

Technical Assistance (TA) Requirements				
1.8	Participate in Technical Assistance activities to support program implementation and improvement goals	**1.8. (a)** Participate in quarterly technical assistance (TA) meetings	SPHN or Program Manager	Participation in quarterly technical assistance (TA) meetings
		1.8. (b) Utilize the CAB to inform and address quality improvement projects and decisions	SPHN or Program Manager	Submission of Community Advisory Board (CAB) meeting materials (CAB roster, agenda, and minutes) with status report
		1.8. (c) Utilize data to inform and improve program activities	SPHN or Program Manager	Submission of CQI plans, data, and information as requested by CHVP

Attachment: CHVP 23-06 8 SGF EBHV SOW FY23-24 6.19.23 (9521 : California Home Visiting Program)

California Home Visiting Program
State General Fund (SGF) Evidence-Based Home Visiting (EBHV)
Scope of Work
July 1, 2023- June 30, 2024

Goal 2: Integrate the home visiting program into the local early childhood system				
#	**Objective**	**Activities**	**Responsible Party**	**Deliverables**
2.1	Collaborate with local early childhood system partners to ensure a continuum of services for families	**2.1. (a)** Meet and work with local early childhood system partners to coordinate services to families **2.1. (b)** Maintain a CAB that meets at least quarterly to establish appropriate linkages to referral and service systems, including local early childhood system partners	MCAH Director or Designee SPHN, Program Manager, or Supervisor	Submission of Community Advisory Board (CAB) meeting materials (CAB roster, agenda, and minutes) with status report Submission of MOUs and/or informal agreements with status report
2.2	Pursue, develop, and maintain relationships with local service agencies, hospitals, and referral resources to facilitate recruit participants	**2.2. (a)** Develop Memorandum of Understanding (MOU) agreements and/or informal written agreements (e.g., letters of support) with community agencies and service providers	MCAH Director or Designee SPHN, Program Manager, or Supervisor	Submission of MOUs and/or informal agreements with status report Submission of outreach log annually with status report

Attachment: CHVP 23-06 8 SGF EBHV SOW FY23-24 6.19.23 (9521 : California Home Visiting Program)

California Home Visiting Program
State General Fund (SGF) Evidence-Based Home Visiting (EBHV)
Scope of Work
July 1, 2023- June 30, 2024

Goal 3: Collect, enter, and report on all required participant data				
#	**Objective**	**Activities**	**Responsible Party**	**Deliverables**
3.1	Maintain clean and compliant data for all home visiting activities and participants per model and CHVP policy	**3.1 (a)** Ensure accuracy and completeness of data input into designated data systems using data quality reports and monitoring **3.1. (b.1)** NFP LHJs will coordinate data system requirements with the NFP National Service Office **3.1. (b.2)** HFA LHJs will coordinate with the CHVP Data Team to establish buildout/modification in Efforts to Outcomes (ETO) data system **3.1. (b.3)** PAT LHJs will coordinate data system requirements with the PAT National Office for use of the Penelope data system LHJ will	SPHN, Program Manager, or Supervisor Home Visitors Data Clerk	Evidence of signed participant consent forms. Demonstrated compliance with data-related policies and program quality measures Evidence of data cleaning on a monthly and quarterly basis using the CHVP data cleaning schedule (HFA) or model supplied data reports (NFP and PAT) Evidence of data submission within seven working days of data collection Participate in regular technical assistance calls and site visits with CHVP staff Submission of quarterly staffing reports

Attachment: CHVP 23-06 8 SGF EBHV SOW FY23-24 6.19.23 (9521 : California Home Visiting Program)

California Home Visiting Program
State General Fund (SGF) Evidence-Based Home Visiting (EBHV)
Scope of Work
July 1, 2023- June 30, 2024

		enter the participant data into a secure and designated data system within seven working days of data collection **3.1 (c)** LHJ will adhere to all CHVP Policies and Procedures relating to compliant data **3.1. (d)** LHJ will provide and/or coordinate with data collection system owners to provide CHVP with monthly enrollment and other reports as needed		

Attachment: CHVP 23-06 8 SGF EBHV SOW FY23-24 6.19.23 (9521 : California Home Visiting Program)

California Home Visiting Program
State General Fund (SGF) Evidence-Based Home Visiting (EBHV)
Scope of Work
July 1, 2023- June 30, 2024

Note: All reports and documentation are due via SharePoint unless otherwise directed by CHVP

Frequency	Monitoring Channels
Quarterly on January 15th, April 15th, July 15th, and October 15th	• Staffing reports
Semi-annually on April 15th and October 15th	• Priority Population Survey (NFP) • CAB roster, minutes, and agendas • Status Reports • MOUs or informal agreements with community agencies and service providers
Annually on April 15th or October 15th	• Outreach log • Training logs and training plans • Policies and Procedures • Referral triage plan • Confirmation of signed consent forms for all participants • Confirmation of signed confidentiality agreements for all direct service staff
During Site Visit. Dates to be determined	• Policies and procedures • Participant consent forms
Upon Request	• Model developer agreement, accreditation, and affiliation documentation • CQI plans, data, and information

Attachment: CHVP 23-06 8 SGF EBHV SOW FY23-24 6.19.23 (9521 : California Home Visiting Program)

California Home Visiting Program
State General Fund (SGF) Evidence-Based Home Visiting (EBHV)
Scope of Work
July 1, 2023- June 30, 2024

This section is for LHJs that are using funding for planning activities in State Fiscal Year 2023-2024

Goal 4: Develop the infrastructure for a home visiting program				
#	**Objective**	**Activities**	**Responsible Party**	**Deliverables**
1.1	Begin or continue planning for implementation of HFA, NFP, or PAT	**1.1(a)** LHJs in the 1st year of implementation will develop an Implementation Plan using the CHVP provided template, which may include and is not limited to the following: Conduct a Community Needs Assessment to assess gaps in services and local needs and priorities for home visiting Select the evidence-based home visiting model(s) that will best meet the needs of the service population and be sustainable for the LHJs Apply for model affiliation, as applicable Plan the infrastructure needed to perform all activities according to, and in fidelity of, the specific model guidelines and CHVP requirements	SPHN, Program Manager, or Supervisor	Submission of CHVP Implementation Plan within 60 days of agreement execution Submission of semi-annual status report Submission of quarterly staffing reports Participate in regular technical assistance calls with CHVP staff

Attachment: CHVP 23-06 8 SGF EBHV SOW FY23-24 6.19.23 (9521 : California Home Visiting Program)

California Home Visiting Program
State General Fund (SGF) Evidence-Based Home Visiting (EBHV)
Scope of Work
July 1, 2023- June 30, 2024

		Adhere to all CHVP Policies and Procedures relating to implementation of HFA/NFP/PAT at the LHJ Establish a plan and timeline for the recruitment, hiring, and training of staff to support implementation of HFA/NFP/PAT Develop a plan to regularly collaborate with local family and early childhood system partners to provide a continuum of services and build a strong referral network into the program Develop a plan to recruit and enroll participants. Establish a plan for the purchase of needed equipment, and other programmatic supplies for successful implementation of selected home visiting model **1.1(b)** Begin or continue planning and/or expansion activities outlined in CHVP Implementation Plan		

Attachment: CHVP 23-06 8 SGF EBHV SOW FY23-24 6.19.23 (9521 : California Home Visiting Program)

California Home Visiting Program
State General Fund (SGF) Evidence-Based Home Visiting (EBHV)
Scope of Work
July 1, 2023- June 30, 2024

This section is for LHJs that are using funding for Special Support Activities in State Fiscal Year 2023-2024

Goal 5: Provide relief and support with rebuilding and stabilizing the staff and families served by Local MCAH home visiting programs including CHVP Innovation Projects through enhanced training, technology, hazard pay and other staff costs, and emergency supplies.

***Note:* LHJs can spend up to 25% of the FY 2023/24 SGF EBHV allocation on Special Support Activities.**

Special Support Activity Categories	Deliverables
Hazard pay and other staff costs: Fund staff costs associated with providing home visits or administration for programs, including incentive bonuses, overtime pay, and technology that supports individual employees.	Using CHVP-provided template, report semi-annually on: Number of staff (not FTE) receiving hazard pay/other staff costs Description of activities being performed for hazard pay/other staff cost Number of staff receiving technology
Training: Provide training opportunities that address the needs of families, including but not limited to health equity, reproductive justice, social determinants of health, etc.	Using CHVP-provided template, report semi-annually on: Name of training Purpose/description of training Date of training Name of staff participating in training Number of staff participating in training All other activities related to staff training

Attachment: CHVP 23-06 8 SGF EBHV SOW FY23-24 6.19.23 (9521 : California Home Visiting Program)

California Home Visiting Program
State General Fund (SGF) Evidence-Based Home Visiting (EBHV)
Scope of Work
July 1, 2023- June 30, 2024

Technology: Acquire and provide the necessary technological means for participant families to conduct and support virtual home visiting.	Using CHVP-provided template, report semi-annually on: Hardware or software acquired Process used to identify and prioritize families Number of families receiving technology
Emergency Supplies: Provide emergency supplies, including diapers, diapering supplies, gift cards, and prepaid grocery cards to participant families for the purpose of meeting the emergency needs of the family.	Using CHVP-provided template, report semi-annually on: Process used to identify and prioritize families Type and among of emergency supply items, including gift cards and prepaid grocery cards purchased and distributed Number of families receiving emergency supplies
Goal 5.2: Maintain clean and compliant data for special support activities per CHVP guidance.	
Major Functions, Tasks, and Activities	Deliverables
Collect pertinent data and information regarding use of funds using CHVP-approved forms, guidance and mechanisms and report to CHVP regularly and upon request. Maintain appropriate records and documentation to support expenditures.	Submission of data using CHVP templates and guidance Submission of records and documentation to support the charges using CHVP templates and guidance

Attachment: CHVP 23-06 8 SGF EBHV SOW FY23-24 6.19.23 (9521 : California Home Visiting Program)

Contract #/LHJ Name:
California Home Visiting Program – SGF EBHV

California Home Visiting Program
State General Fund (SGF) Evidence-Based Home Visiting (EBHV)
Scope of Work
July 1, 2023- June 30, 2024

NOTE: If compliance standards are not met in a timely manner, CHVP may temporarily withhold cash payment pending correction of the deficiency; disallowing all or part of the cost of the activity or action out of compliance; wholly or partly suspending or terminating the award; or withholding further awards.

Stephanie Rosas		06/19/2023
MCAH Director Name	MCAH Director Signature	Date

Attachment: CHVP 23-06 8 SGF EBHV SOW FY23-24 6.19.23 (9521 : California Home Visiting Program)

Exhibit K

Attestation of Compliance with the Sexual Health Education Accountability Act of 2007

Agency Name: Colusa County Health and Human Services

Agreement/Grant Number: CHVP SGF EBHV 23-06

Compliance Attestation for Fiscal Year: 2023

The Sexual Health Education Accountability Act of 2007 (Health and Safety Code, Sections 151000 – 151003) requires sexual health education programs (programs) that are funded or administered, directly or indirectly, by the State, to be comprehensive and not abstinence-only. Specifically, these statutes require programs to provide information that is medically accurate, current, and objective, in a manner that is age, culturally, and linguistically appropriate for targeted audiences. Programs cannot promote or teach religious doctrine, nor promote or reflect bias (as defined in Section 422.56 of the Penal Code), and may be required to explain the effectiveness of one or more drugs and/or devices approved by the federal Food and Drug Administration for preventing pregnancy and sexually transmitted diseases. Programs directed at minors are additionally required to specify that abstinence is the only certain way to prevent pregnancy and sexually transmitted diseases.

In order to comply with the mandate of Health & Safety Code, Section 151002 (d), the California Department of Public Health (CDPH) Maternal, Child and Adolescent Health (MCAH) Program requires each applicable Agency or Community Based Organization (CBO) contracting with MCAH to submit a signed attestation as a condition of funding. The Attestation of Compliance must be submitted to CDPH/MCAH annually as a required component of the Agreement Funding Application (AFA) Package. By signing this letter, the MCAH Director or Adolescent Family Life Program (AFLP) Director (CBOs only) is attesting or "is a witness to the fact that the programs comply with the requirements of the statute". The signatory is responsible for ensuring compliance with the statute. Please note that based on program policies that define them, the Sexual Health Education Act inherently applies to the Black Infant Health Program, AFLP, and the California Home Visiting Program, and may apply to Local MCAH based on local activities.

The undersigned hereby attests that all local MCAH agencies and AFLP CBOs will comply with all applicable provisions of Health and Safety Code, Sections 151000 – 151003 (HS 151000–151003). The undersigned further acknowledges that this Agency is subject to monitoring of compliance with the provisions of HS 151000–151003 and may be subject to contract termination or other appropriate action if it violates any condition of funding, including those enumerated in HS 151000–151003.

Attachment: CHVP SGF EBHV 23-06 3 Attestation of Compliance 6.19.23 (9521 : California Home Visiting Program)

Exhibit K

Attestation of Compliance with the Sexual Health Education Accountability Act of 2007

Signed

Colusa County Health and Human Services

Agency Name

CHVP SGF EBHV 23-06

Agreement/Grant Number

Signature of MCAH Director
Signature of AFLP Director (CBOs only)

06/19/2023

Date

Stephanie Rosas-Romero

Printed Name of MCAH Director
Printed Name of AFLP Director (CBOs only)

Attachment: CHVP SGF EBHV 23-06 3 Attestation of Compliance 6.19.23 (9521 : California Home Visiting Program)

Exhibit K

Attestation of Compliance with the Sexual Health Education Accountability Act of 2007

CALIFORNIA CODES
HEALTH AND SAFETY CODE
SECTION 151000-151003

151000. This division shall be known, and may be cited, as the Sexual Health Education Accountability Act.

151001. For purposes of this division, the following definitions shall apply:

(a) "Age appropriate" means topics, messages, and teaching methods suitable to particular ages or age groups of children and adolescents, based on developing cognitive, emotional, and behavioral capacity typical for the age or age group.

(b) A "sexual health education program" means a program that provides instruction or information to prevent adolescent pregnancy, unintended pregnancy, or sexually transmitted diseases, including HIV, that is conducted, operated, or administered by any state agency, is funded directly or indirectly by the state, or receives any financial assistance from state funds or funds administered by a state agency, but does not include any program offered by a school district, a county superintendent of schools, or a community college district.

(c) "Medically accurate" means verified or supported by research conducted in compliance with scientific methods and published in peer review journals, where appropriate, and recognized as accurate and objective by professional organizations and agencies with expertise in the relevant field, including, but not limited to, the federal Centers for Disease Control and Prevention, the American Public Health Association, the Society for Adolescent Medicine, the American Academy of Pediatrics, and the American College of Obstetricians and Gynecologists.

151002. (a) Every sexual health education program shall satisfy all of the following requirements:

(1) All information shall be medically accurate, current, and objective.

(2) Individuals providing instruction or information shall know and use the most current scientific data on human sexuality, human development, pregnancy, and sexually transmitted diseases.

(3) The program content shall be age appropriate for its targeted population.

(4) The program shall be culturally and linguistically appropriate for its targeted populations.

(5) The program shall not teach or promote religious doctrine.

(6) The program shall not reflect or promote bias against any person on the basis of disability, gender, nationality, race or ethnicity, religion, or sexual orientation, as defined in Section 422.56 of the Penal Code.

Attachment: CHVP SGF EBHV 23-06 3 Attestation of Compliance 6.19.23 (9521 : California Home Visiting Program)

Exhibit K

Attestation of Compliance with the Sexual Health Education Accountability Act of 2007

(7) The program shall provide information about the effectiveness and safety of at least one or more drugs and/or devices approved by the federal Food and Drug Administration for preventing pregnancy and for reducing the risk of contracting sexually transmitted diseases.

(b) A sexual health education program that is directed at minors shall comply with all of the criteria in subdivision (a) and shall also comply with both the following requirements:

(1) It shall include information that the only certain way to prevent pregnancy is to abstain from sexual intercourse, and that the only certain way to prevent sexually transmitted diseases is to abstain from activities that have been proven to transmit sexually transmitted diseases.

(2) If the program is directed toward minors under the age of 12 years, it may, but is not required to, include information otherwise required pursuant to paragraph (7) of subdivision (a).

(c) A sexual health education program conducted by an outside agency at a publicly funded school shall comply with the requirements of Section 51934 of the Education Code if the program addresses HIV/AIDS and shall comply with Section 51933 of the Education Code if the program addresses pregnancy prevention and sexually transmitted diseases other than HIV/AIDS.

(d) An applicant for funds to administer a sexual health education program shall attest in writing that its program complies with all conditions of funding, including those enumerated in this section. A publicly funded school receiving only general funds to provide comprehensive sexual health instruction or HIV/AIDS prevention instruction shall not be deemed an applicant for the purposes of this subdivision.

(e) If the program is conducted by an outside agency at a publicly funded school, the applicant shall indicate in writing how the program fits in with the school's plan to comply fully with the requirements of the California Comprehensive Sexual Health and HIV/AIDS Prevention Education Act, Chapter 5.6 (commencing with Section 51930) of the Education Code. Notwithstanding Section 47610 of the Education Code, "publicly funded school" includes a charter school for the purposes of this subdivision.

(f) Monitoring of compliance with this division shall be integrated into the grant monitoring and compliance procedures. If the agency knows that a grantee is not in compliance with this section, the agency shall terminate the contract or take other appropriate action.

(g) This section shall not be construed to limit the requirements of the California Comprehensive Sexual Health and HIV/AIDS Prevention Education Act (Chapter 5.6 (commencing with Section 51930) of Part 28 of the Education Code).

(h) This section shall not apply to one-on-one interactions between a health practitioner and his or her patient in a clinical setting.

151003. This division shall apply only to grants that are funded pursuant to contracts entered into or amended on or after January 1, 2008.

Attachment: CHVP SGF EBHV 23-06 3 Attestation of Compliance 6.19.23 (9521 : California Home Visiting Program)

Budget Line 1

Duty Statements

Health Jurisdiction: Colusa County
Program: M C A H - California Home Visiting Program
Program Position: Deputy Director (1)
County Job Specification: Deputy Director of Health and Human Services

Definition: The Deputy Director is responsible for direct supervision of the MCAH Director. Ensures that all aspects of the MCAH program are executed in accordance with the MCAH Branch Policies and Procedures and the Sate Tile V Plan. This position is based on the expertise of a skilled professional who possesses in-depth knowledge and understanding of the overall MCAH program, including prenatal health and health of women of childbearing age. The Deputy Director receives administrative direction from the Director of Health and Human Services, and medical direction form the Health Officer as necessary.

General Responsibilities and Duties: The role of Deputy Director is a management position responsible for a comprehensive Maternal, Child, Adolescent Health (MCAH) Program within the Public Health Division of Colusa County's Health & Human Services Agency. The Deputy Director is directly responsible to the Director of Health and Human Services and Public Health Officer. The role of the Deputy Director is to provide supervision and guidance for the entire agency's public health programs, including MCAH's California Home Visiting Program (CHVP). This role provides guidance in budget planning and compliance; provides guidance and direction for program implementation, including the Parents as Teachers (PAT) home visiting model; ensures staff are in compliance with State MCAH and CHVP Policies and Procedures.

Attachment: CHVP SGF EBHV 23-06 Duty Statements 10.23.23 (9521 : California Home Visiting Program)

Budget Line 2

Duty Statements

Health Jurisdiction: Colusa County
Program: M C A H - California Home Visiting Program
Program Position: Nursing Supervisor (2)
County Job Specification: Nursing Supervisor

Definition: The Nursing Supervisor is a skilled professional medical person (SPMP), a public health nurse, in a supervisory position responsible for the oversight of various public health programs including the Maternal, Child, Adolescent Health (MCAH) and Colusa Home Visiting Program (CHVP). The nursing supervisor will conduct on-site and reflective supervision as directed by the Parents as Teachers (PAT) curriculum. This position receives administrative direction from the Deputy Director and Director of Health and Human Services, and medical direction from the Health Officer as necessary.

General Responsibilities and Duties: The role of Nursing Supervisor is a supervisory position responsible for a comprehensive Maternal, Child, Adolescent Health (MCAH) and Colusa Home Visiting (CHVP) Programs within the Public Health Division of Colusa County's Health & Human Services Agency. The nursing supervisor directly supervises Registered Nurses, Health Program Specialists and Public Health Assistants. This role provides direction and support to CHVP staff to achieve the desired outcome goal of promoting maternal health and well-being, improve infant and child health and development, strengthen family functioning, and cultivate strong communities. Specific examples of duties include:

- Collaborates with the MCAH Director to select an evidence-based home visiting model that will best meet the needs of the service population while remaining sustainable
- Active involvement in completing the application/implementation plan for model affiliation
- Provide administrative assistance and expertise to CHVP staff
- Ensure compliance with State CHVP Branch Policies and Procedures
- Provide on-site and reflective supervision for CHVP staff
- Assures CHVP staff adhere to all CHVP Policies and Procedures relating to planning and implementation of Parents as Teachers (PAT) home visiting model.
- Participates and assists with the community assessment, planning, evaluation and implementation process as needed.
- Collaborates with local and regional representatives in the planning and development of solutions for mutually agreed upon service gaps and barriers.
- May attend statewide CHVP meetings.
- Provides technical assistance to staff on home visiting procedures and protocols
- Collaborates with other health care providers, and other community or government agencies to increase enrollment in of qualified families in CHVP.
- Works with the MCAH Director to develop a plan to regularly collaborate with local family and early childhood system partners to provide a continuum of services and build a strong referral network into the program
- Responsible for establishing a plan and timeline for the recruitment, hiring, and training of staff to support implementation of an evidence-based home visiting program

Attachment: CHVP SGF EBHV 23-06 Duty Statements 10.23.23 (9521 : California Home Visiting Program)

Budget Line 3

Duty Statements

Health Jurisdiction: Colusa County
Program: M C A H - California Home Visiting Program
Program Position: Health Program Specialist Supervisor (3)
County Job Specification: Health Program Specialist Supervisor

Definition: The Health Program Specialist Supervisor in a supervisory position responsible for the oversight of various public health programs including the Maternal, Child, Adolescent Health (MCAH) and Colusa Home Visiting Program (CHVP). This position receives administrative direction from the Deputy Director and Director of Health and Human Services, and medical direction from the Health Officer as necessary.

General Responsibilities and Duties: The role of Health Program Specialist (HPS) Supervisor is a supervisory position responsible for a comprehensive Maternal, Child, Adolescent Health (MCAH) and Colusa Home Visiting (CHVP) Programs within the Public Health Division of Colusa County's Health & Human Services Agency. The HPS supervisor directly supervises Health Program Specialists and Public Health Assistants. This role provides supervision and guidance to CHVP staff as the Parents as Teachers (PAT) home visiting model is implemented. Specific examples of duties include:

- Provide general direction and supervision of CHVP staff
- Ensure compliance with State CHVP Branch Policies and Procedures
- Assures CHVP staff adhere to all CHVP Policies and Procedures relating to planning and implementation of Parents as Teachers (PAT) home visiting model.
- Provides guidance in budget planning and compliance
- May attend statewide CHVP meetings.

Attachment: CHVP SGF EBHV 23-06 Duty Statements 10.23.23 (9521 : California Home Visiting Program)

Budget Line 4

Duty Statements

Health Jurisdiction: Colusa County
Program: M C A H - California Home Visiting Program
Program Position: Colusa Home Visiting Program (CHVP) Coordinator (4)
County Job Specification: Health Program Specialist

Definition: The role of Colusa Home Visiting Program (CHVP) Coordinator is a component of the Health Program Specialist and/or Registered Nurse duties. The CHVP Coordinator is a key role within a comprehensive CHVP Program within Public Health Division of the Colusa County Health & Human Services Agency. Under the direction of the MCAH and CHVP Director(s), the CHVP Coordinator shares and performs the duties and responsibilities with the CHVP Director. These functions include directing the local CHVP program to perform the core public health functions (assessment, policy development and assurance), and implement the approved CHVP scope of work. This position receives administrative direction from the Deputy Director of Health & Human Services and Nursing Supervisor, and medical direction from Health Officer as necessary.

General Responsibilities and Duties: Colusa Home Visiting Program (CHVP) Coordinator is to collaborate with the MCAH Director to implement and direct all aspects of the CHVP program. The CHVP Coordinator functions include directing the local CHVP program and to perform the core public health functions (assessment, policy development, and assurance), and implement the approved CHVP scope of work (SOW). The CHVP) Coordinator will accomplish primarily those functions that involve policy and resource allocation activities, including representation of the MCAH program on boards, committees, and coalitions within the agency, community, region, and state that deal with these issues. The CHVP) Coordinator will manage and coordinate all aspects of the CHVP to achieve desired outcome of promoting maternal health and well-being, improve infant and child health and development, strengthen family functioning and cultivate strong communities. Specific examples of duties include:

- Collaborate with MCAH and CHVP Director(s) to select an evidence-based home visiting model that will best meet the needs of the service population while remaining sustainable
- Actively completes the application/implementation plan for model affiliation
- Develop and implement the CHVP plan, including the Scope of Work (SOW) and Action in accordance with State regulation, standards, and guidelines.
- Ensure compliance with State CHVP Branch Policies and Procedures.
- Adhere to all CHVP Policies and Procedures relating to implementation of CHVP and Parents as Teachers (PAT) curriculum
- Plan the infrastructure needed to perform all activities according to, and in fidelity of, the PAT model guidelines and CHVP requirements
- Conduct a Community Needs Assessment to assess gaps in services and local needs and priorities for home visiting
- Provide ongoing liaison with local programs, other agencies and organizations.
- Liaison with State CHVP Branch Consultant and Contract Manager.

Attachment: CHVP SGF EBHV 23-06 Duty Statements 10.23.23 (9521 : California Home Visiting Program)

- Foster local, regional, and state private and public partnerships for the purpose of sharing analyses of local vital statistics, identifies at-risk populations and conducts surveys to gain a better understanding of home visiting needs in the community
- Contribute to CHVP policy through participation in CHVP meetings, state wide planning meetings and Regional Consultation Section visits.
- Establish a plan and timeline for the recruitment, hiring, and training of staff to support implementation of an evidence-based home visiting program; Develop a CHVP Implementation Plan.
- Develop a plan to regularly collaborate with local family and early childhood system partners to provide a continuum of services and build a strong referral network into the program.
- Develop a plan to recruit and enroll participants.
- Establish a plan for the purchase of needed equipment, and other programmatic supplies for successful implementation of selected home visiting model.
- Represent the MCAH program on all CHVP, board, committees and coalition meetings at the agency, community, region, and state levels
- May participate or direct CHVP personnel to establish or improve access by: collaborating with local and regional representatives in the planning and development of solutions for mutually agreed upon service gaps and barriers

Attachment: CHVP SGF EBHV 23-06 Duty Statements 10.23.23 (9521 : California Home Visiting Program)

Budget Line 5

Duty Statements

Health Jurisdiction: Colusa County
Program: M C A H - California Home Visiting Program
Program Position: Registered Nurse (5)
County Job Specification: Registered Nurse

Definition: The Registered Nurse (RN) is a skilled professional medical person (SPMP) responsible for performing home visits to families enrolled in the Colusa Home Visiting Program (CHVP). Under the direction of the MCAH Director and CHVP Coordinator, the Registered Nurse will be trained as a Parent Educator and will implement the approved CHVP scope of work and abide by CHVP guidelines and procedures. This position receives administrative direction from the Deputy Director of Health & Human Services and Nursing Supervisor, and medical direction from Health Officer as necessary.

General Responsibilities and Duties: The role of the Registered Nurse (RN) is to conduct home visits and function as a Parent Educator for families enrolled in the CHVP program. The RN provides a wide variety of public health nursing services including health assessments and counseling services in homes and community settings. RN will utilize nursing intervention skills to promote maternal health and well-being, improve of infant and child health and development, strengthen family functioning, and cultivate strong communities. RN receives ongoing guidance from the MCAH Director and CHVP Coordinator who will provide on-site and reflective supervision. Specific examples of duties include:

- Adhere to all CHVP Policies and Procedures relating to implementation of PAT
- Work with CHVP staff to develop and implement plans to recruit and enroll participants
- Assess the healthcare needs of patients and their families, and develop treatment plans
- Case Management and Home Visits of clients enrolled in the CHVP program which include children 0-5, childbearing women and their families
- Provide nursing services and healthcare education in homes in compliance with the CHVP
- Instruct families on patient care and promoting healthy lifestyles in compliance with the CHVP
- Provide maternity and childcare guidance, as well as facilitating interventions, when required.
- Utilize the appropriate evaluation tools when indicated including all surveys and assessments
- Manage time and workload independently to accomplish new referrals, prioritizing needs of ongoing clients, make visits within a timely manner
- Attend PAT trainings, as well as other relevant meeting and trainings
- Participate in other CHVP program duties in collaboration with other CHVP staff as needed

Attachment: CHVP SGF EBHV 23-06 Duty Statements 10.23.23 (9521 : California Home Visiting Program)

Budget Line 6

Duty Statements

Health Jurisdiction: Colusa County
Program: M C A H - California Home Visiting Program
Program Position: Director of Maternal, Child, Adolescent Health (MCAH) (6)
County Job Specification: Health Program Specialist

Definition: The role of Maternal, Child and Adolescent Health Director is a component of the Health Program Specialist duties. The MCAH Director is in a management position responsible for a comprehensive MCAH Program within Public Health Division of the Colusa County Health & Human Services Agency. The MCAH Director'sresponsibilities include management of outreach and education, Prenatal Care Guidance (PCG), Perinatal Services Coordination (PSC), SIDS coordination outreach, CHVP home visiting and other MCAH programs. This position receives administrative direction from the Deputy Director of Health & Human Services and Nursing Supervisor, and medical direction from Health Officer as necessary.

General Responsibilities and Duties: The role of the MCAH Director is to collaborate with the CHVP Coordinator to implement and direct all aspects of the CHVP program. MCAH Director's functions include directing the local MCAH program and to perform the core public health functions (assessment, policy development, and assurance), and implement the approved MCAH scope of work (SOW). The MCAH Director will accomplish primarily those functions that involve policy and resource allocation activities, including representation of the MCAH program on boards, committees, and coalitions within the agency, community, region, and state that deal with these issues. The MCAH Director will manage and coordinate all aspects of the CHVP to achieve desired outcome of promoting maternal health and well-being, improve infant and child health and development, strengthen family functioning and cultivate strong communities. Specific examples of duties include:

- Ensures compliance with State CHVP Branch Policies and Procedures.
- Develops and implement the CHVP plan, including the Scope of Work (SOW) and Action in accordance with State regulation, standards, and guidelines.
- Adheres to all CHVP Policies and Procedures relating to implementation of CHVP and Parents as Teachers (PAT) curriculum
- Plans the infrastructure needed to perform all activities according to, and in fidelity of, the PAT model guidelines and CHVP requirements
- Conducts a Community Needs Assessment to assess gaps in services and local needs and priorities for home visiting
- Provides ongoing liaison with local programs, other agencies and organizations.
- Liaison with State CHVP Branch Consultant and Contract Manager.
- Fosters local, regional, and state private and public partnerships for the purpose of sharing analyses of local vital statistics, identifies at-risk populations and conducts surveys to gain a better understanding of home visiting needs in the community
- Contributes to CHVP policy through participation in CHVP meetings, statewide planning meetings and Regional Consultation Section visits.

Attachment: CHVP SGF EBHV 23-06 Duty Statements 10.23.23 (9521 : California Home Visiting Program)

- Establishes a plan and timeline for the recruitment, hiring, and training of staff to support implementation of an evidence-based home visiting program; develop a CHVP Implementation Plan.
- Develops a plan to regularly collaborate with local family and early childhood system partners to provide a continuum of services and build a strong referral network into the program.
- Develops a plan to recruit and enroll participants.
- Establish a plan for the purchase of needed equipment, and other programmatic supplies for successful implementation of selected home visiting model.
- Represents the MCAH program on all CHVP, board, committees and coalition meetings at the agency, community, region, and state levels
- May participate or direct CHVP personnel to establish or improve access by: collaborating with local and regional representatives in the planning and development of solutions for mutually agreed upon service gaps and barriers

Attachment: CHVP SGF EBHV 23-06 Duty Statements 10.23.23 (9521 : California Home Visiting Program)

Budget Line 7

Duty Statements

Health Jurisdiction: Colusa County
Program: M C A H - California Home Visiting Program
Program Position: Director of Colusa Home Visiting Program (CHVP) (7)
County Job Specification: Health Program Specialist

Definition: The role of Colusa Home Visiting Program Director is a component of the Health Program Specialist duties. The CHVP Director is in a management position responsible for a comprehensive CHVP Program within Public Health Division of the Colusa County Health & Human Services Agency. The C H V P Director'sresponsibilities include management of outreach, education, home visitations, and all aspects of the CHVP program. This position receives administrative direction from the Deputy Director of Health & Human Services and Nursing Supervisor, and medical direction from Health Officer as necessary.

General Responsibilities and Duties: The role of the CHVP Director is to collaborate with the CHVP Coordinator to implement and direct all aspects of the CHVP program. CHVP Director's functions include directing the CHVP program and to perform the core public health functions (assessment, policy development, and assurance), and implement the approved CHVP scope of work (SOW). The CHVP Director will accomplish primarily those functions that involve policy and resource allocation activities, including representation of the CHVP program on boards, committees, and coalitions within the agency, community, region, and state that deal with these issues. The CHVP Director will manage and coordinate all aspects of the CHVP to achieve desired outcome of promoting maternal health and well-being, improve infant and child health and development, strengthen family functioning and cultivate strong communities. Specific examples of duties include:

- Ensures compliance with State CHVP Branch Policies and Procedures.
- Develops and implement the CHVP plan, including the Scope of Work (SOW) and Action in accordance with State regulation, standards, and guidelines.
- Adheres to all CHVP Policies and Procedures relating to implementation of CHVP and Parents as Teachers (PAT) curriculum
- Plans the infrastructure needed to perform all activities according to, and in fidelity of, the PAT model guidelines and CHVP requirements
- Conducts a Community Needs Assessment to assess gaps in services and local needs and priorities for home visiting
- Provides ongoing liaison with local programs, other agencies and organizations.
- Liaison with State CHVP Branch Consultant and Contract Manager.
- Fosters local, regional, and state private and public partnerships for the purpose of sharing analyses of local vital statistics, identifies at-risk populations and conducts surveys to gain a better understanding of home visiting needs in the community
- Contributes to CHVP policy through participation in CHVP meetings, statewide planning meetings and Regional Consultation Section visits.

Attachment: CHVP SGF EBHV 23-06 Duty Statements 10.23.23 (9521 : California Home Visiting Program)

- Establishes a plan and timeline for the recruitment, hiring, and training of staff to support implementation of an evidence-based home visiting program; develop a CHVP Implementation Plan.
- Develops a plan to regularly collaborate with local family and early childhood system partners to provide a continuum of services and build a strong referral network into the program.
- Develops a plan to recruit and enroll participants.
- Establish a plan for the purchase of needed equipment, and other programmatic supplies for successful implementation of selected home visiting model.
- Represents the CHVP program on all CHVP, board, committees and coalition meetings at the agency, community, region, and state levels
- May participate or direct CHVP personnel to establish or improve access by: collaborating with local and regional representatives in the planning and development of solutions for mutually agreed upon service gaps and barriers

Attachment: CHVP SGF EBHV 23-06 Duty Statements 10.23.23 (9521 : California Home Visiting Program)

Budget Line 8

Duty Statements

Health Jurisdiction: Colusa County
Program: M C A H - California Home Visiting Program
Program Position: Public Health Assistant (8)
County Job Specification: Public Health Assistant

Definition: The role of Public Health Assistant (PHA) is to conduct home visits and function as a Parent Educator for clients enrolled in the CHVP program which include children 0-5, childbearing women and their families. This position receives general direction from the Nursing Supervisor in coordination with the CHVP Coordinator and MCAH and CHVP Director(s). The Nursing Supervisor will provide on-site and reflective supervision for the PHA.

General Responsibilities and Duties: The role of the Public Health Assistant is to conduct home visits and function as a Parent Educator for families enrolled in the CHVP program. PHA will implement CHVP and PAT guidelines and procedures to promote maternal health and well-being, improve of infant and child health and development, strengthen family functioning, and cultivate strong communities. PHA receives ongoing guidance from the MCAH and CHVP Director(s) and CHVP Coordinator. Nursing Supervisor will provide on-site and reflective supervision for the PHA. Specific examples of duties include:

- Assist individuals to access CHVP services
- Screen and interview clients to obtain medical, family, financial or other information
- Assist in the gathering, compilation and evaluation of data
- Support with community outreach to help recruit and enroll participants into CHVP
- Provide support in the referral of clients to the appropriate community resources.
- Adhere to all CHVP Policies and Procedures relating to implementation of PAT
- Perform program clerical support duties.
- Adhere to all CHVP Policies and Procedures relating to implementation of PAT
- Manage time and workload independently to accomplish new referrals, prioritizing needs of ongoing clients, make visits within a timely manner
- Attend PAT trainings, as well as other relevant meeting and trainings
- Participate in other CHVP program duties in collaboration with other CHVP staff as needed

Attachment: CHVP SGF EBHV 23-06 Duty Statements 10.23.23 (9521 : California Home Visiting Program)

Budget Line 9

Duty Statements

Health Jurisdiction: Colusa County
Program: M C A H - California Home Visiting Program
Program Position: Public Health Assistant (9)
County Job Specification: Public Health Assistant

Definition: The role of Public Health Assistant (PHA) is to provide administrative support for the Colusa Home Visiting Program (CHVP). PHA will be cross trained to assist with home visits, and will serve as translator for Registered Nurses (RNs) and clients enrolled in the program. This position receives general direction from the Nursing Supervisor in coordination with the CHVP Coordinator and MCAH Director. The Nursing Supervisor will provide on-site and reflective supervision for the PHA.

General Responsibilities and Duties: Public Health Assistant will provide administrative support for the Colusa Home Visiting Program (CHVP). PHA will be cross trained to assist with home visits, and will serve as translator for Registered Nurses (RNs) and clients enrolled in the program. PHA may also transcribe and process referrals, assist with data entry, and develop outreach materials including pamphlets, leaflets, and brochures. This position receives general direction from the Nursing Supervisor in coordination with the CHVP Coordinator and MCAH and CHVP Director(s). Nursing Supervisor will provide on-site and reflective supervision for the PHA. Specific examples of duties include:

- Assist individuals to access CHVP services
- Screen and interview clients to obtain medical, family, financial or other information
- Assist in the gathering, compilation and evaluation of data
- Support with community outreach to help recruit and enroll participants into CHVP
- Provide support in the referral of clients to the appropriate community resources.
- Adhere to all CHVP Policies and Procedures relating to implementation of PAT
- Perform program clerical support duties.
- Attend PAT trainings, as well as other relevant meeting and trainings
- Participate in other CHVP program duties in collaboration with other CHVP staff as needed

Attachment: CHVP SGF EBHV 23-06 Duty Statements 10.23.23 (9521 : California Home Visiting Program)

Budget Line 10

Duty Statements

Health Jurisdiction: Colusa County
Program: M C A H - California Home Visiting Program
Program Position: Health Program Specialist (10)
County Job Specification: Health Program Specialist

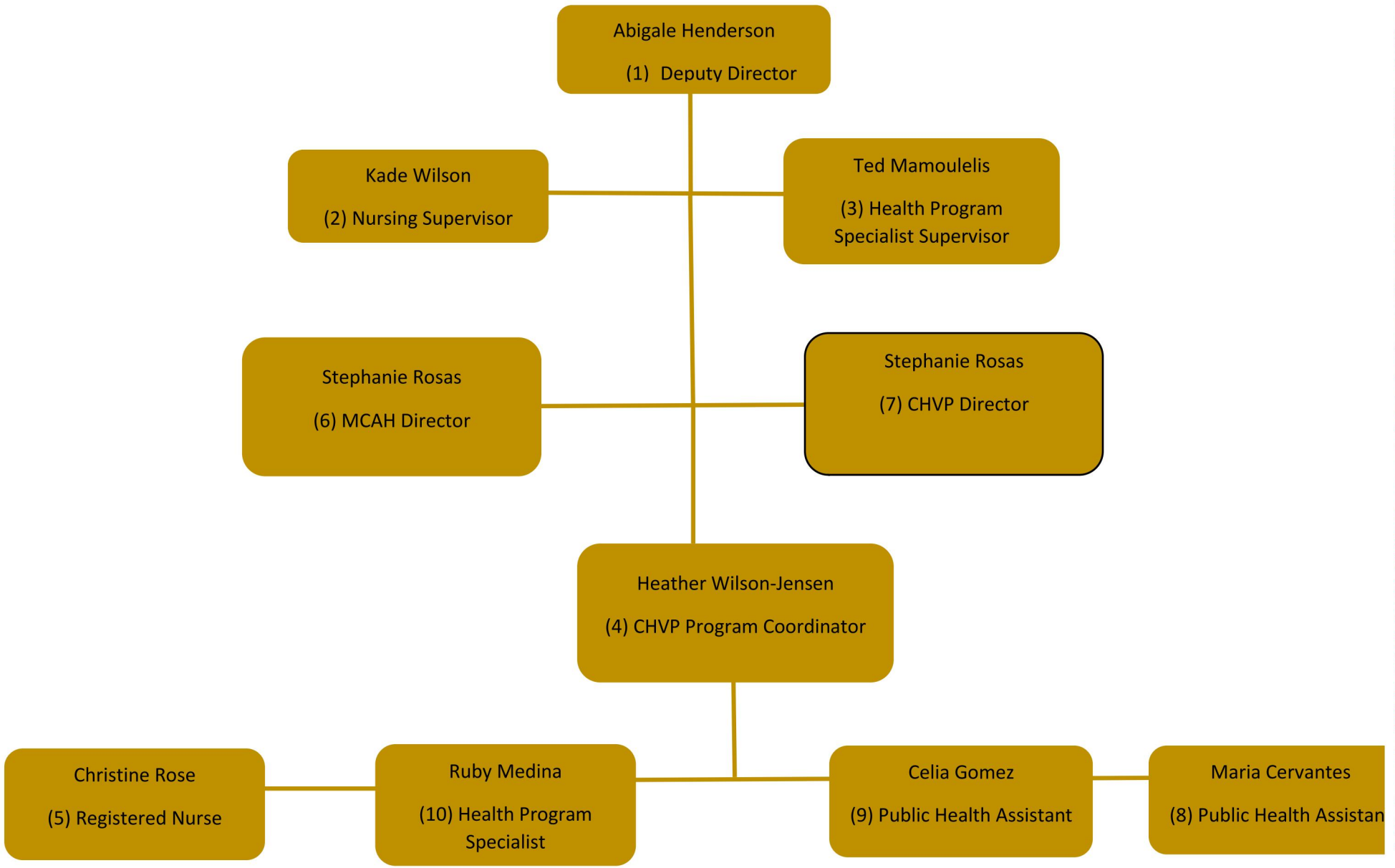
Definition: The role of Health Program Specialist (HPS) is to conduct home visits and function as a Parent Educator for clients enrolled in the CHVP program which include children 0-5, childbearing women and their families. HPS will adhere to all CHVP Policies and Procedures relating to implementation of CHVP and Parents as Teachers (PAT) curriculum. This position receives general direction from the Nursing Supervisor in coordination with the CHVP Coordinator and MCAH and CHVP Director(s). The Nursing Supervisor will provide on-site and reflective supervision for the PHA.

General Responsibilities and Duties: The role of the HPS is to conduct home visits and function as a Parent Educator for families enrolled in the CHVP program. HPS will implement CHVP and PAT guidelines and procedures to promote maternal health and well-being, improve of infant and child health and development, strengthen family functioning, and cultivate strong communities. HPS receives ongoing guidance from the MCAH and CHVP Director(s) and CHVP Coordinator. Nursing Supervisor will provide on-site and reflective supervision for the HPS. Specific examples of duties include:

- Adheres to all CHVP Policies and Procedures relating to implementation of CHVP and Parents as Teachers (PAT) curriculum
- Ensure compliance with State CHVP Branch Policies and Procedures.
- Screen and interview clients to obtain medical, family, financial or other information
- Assist in the gathering, compilation and evaluation of data
- Support with community outreach to help recruit and enroll participants into CHVP
- Foster local, regional, and state private and public partnerships for the purpose of sharing analyses of local vital statistics, identifies at-risk populations and conducts surveys to gain a better understanding of home visiting needs in the community
- Contribute to CHVP policy through participation in CHVP meetings, state wide planning meetings and Regional Consultation Section visits.
- Attend PAT trainings, as well as other relevant meeting and trainings
- Participate in other CHVP program duties in collaboration with other CHVP staff as needed

Attachment: CHVP SGF EBHV 23-06 Duty Statements 10.23.23 (9521 : California Home Visiting Program)

Colusa County Department of Health and Human Services
Public Health
California Home Visiting Program (CHVP)
Organizational Chart



Attachment: CHVP SGF EBHV 23-06 Program Organizational Chart 10.23.2023 (9521 : California Home

CONTACT	FIRST NAME	LAST NAME	TITLE	AUTHORIZED TO SIGN? BUDGETS	INVOICES	IF YES SELECTED, SIGN	PHONE	EMAIL ADDRESS	CHVP INITIATIVE
AGENCY EXECUTIVE DIRECTOR	Elizabeth	Kelly	Director	No	No		530-458-0205	Elizabeth.Kelly@countyofcolusa.com	SGF EBHV
MCAH DIRECTOR	Stephanie	Rosas	Health Program Specialist	No	No		530-458-0382	stephanie.rosas@countyofcolusa.com	SGF EBHV
PROJECT COORDINATOR	(Vacant)	(Vacant)	(Vacant)	No	No		(N/A)	(N/A)	SGF EBHV
FISCAL OFFICER	Christine	Fusaro	Fiscal Officer	No	Yes		530-458-0870	Christine.Fusaro@countyofcolusa.com	SGF EBHV
FISCAL CONTACT	Margarita	Cortez	Accounting Technician	No	No		530-458-0258	Margarita.Cortez@countyofcolusa.com	SGF EBHV
CLERK OF THE BOARD or	Wendy	Tyler	Clerk of the Board	No	No		530-458-0508	wtyler@countyofcolusa.com	SGF EBHV
CHAIR BOARD OF SUPERVISORS	Kent	Boes	Chair Board of Supervisors	Yes	Yes		530-458-0508	Boardclerk@countyofcolusa.com	SGF EBHV
OFFICIAL AUTHORIZED TO COMMIT AGENCY	Kent	Boes	Chair Board of Supervisors	Yes	Yes		530-458-0508	Boardclerk@countyofcolusa.com	SGF EBHV
ADDITIONAL CONTACTS									
									SGF EBHV
									SGF EBHV

All payments from CDPH to the Contractor shall be sent to the following address:

REMITTANCE ADDRESS	
Federal ID #:	94-6000508
FI$CAL ID #:	4476
Contractor:	Colusa County Health and Human Services
Attention: "Cashier"	Christine Fusaro
Address:	251 E. Webster St., Colusa, CA 95932
Contract Number:	530-458-0380
Email:	Christine.Fusaro@countyofcolusa.com

Either party may make changes to the information above by giving written notice to the other party.
Said changes shall not require an amendment to this agreement, but will require a new STD204 Payee Data Record or CDPH9083 Government Agency Taxpayer Form.
Always include this remittance address on your invoice.

Attachment: Copy of CHVP 23-06 2 Agency Information Form (9521 : California Home Visiting Program)

CALIFORNIA DEPARTMENT OF PUBLIC HEALTH
MATERNAL, CHILD AND ADOLESCENT HEALTH (MCAH) DIVISION

FUNDING AGREEMENT PERIOD
FY 2023-2028

AGENCY INFORMATION FORM

Agencies are required to submit an electronic and signed copy (original signatures only) of this form along with their Annual AFA Package.

Agencies are **required to submit information when updates occur** during the fiscal year. Updated submissions do not require certification signatures.

AGENCY IDENTIFICATION INFORMATION

Any program related information being sent from the CDPH MCAH Division will be directed to all Program Directors.

Please enter the agreement or contract number for each applicable program

CHVP SGF EBHV 23-06

Update Effective Date: _____(only required when submitting updates)

Attachment: Copy of CHVP 23-06 2 Agency Information Form Page 1 (9521 : California Home Visiting

Federal Employer ID#:	94-6000508
FI$CAL ID#:	4476
Complete Official Agency Name:	Colusa County Health and Human Services
Business Address:	251 E. Webster St., Colusa, CA 95932
Agency Phone:	530-458-0380
Agency Fax:	530-458-4136
Agency Website:	https://www.countyofcolusa.org/

AGREEMENT FUNDING APPLICATION
POLICY COMPLIANCE AND CERTIFICATION

Please enter the agreement or contract number for each of the applicable programs

CHVP SGF EBHV 23-06

Update Effective Date: _____(only required when submitting updates)

The undersigned hereby affirms that the statements contained in the Agreement Funding Application (AFA) are true and complete to the best of the applicant's knowledge.

I certify that this Maternal, Child and Adolescent Health (MCAH) program will comply with all applicable provisions of Article 1, Chapter 1, Part 2, Division 106 of the Health and Safety code (commencing with section 123225), Chapters 7 and 8 of the Welfare and Institutions Code (commencing with Sections 14000 and 142), and any applicable rules or regulations promulgated by CDPH pursuant to this article and these Chapters. I further certify that all MCAH related programs will comply with the most current MCAH Policies and Procedures Manual, including but not limited to, Administration. I further agree that the MCAH related programs may be subject to all sanctions, or other remedies applicable, if the MCAH related program violates any of the above laws, regulations and policies with which it has certified it will comply.

Original signature of official authorized to commit the Agency to a CHVP Agreement

Signature line:

Name (Print): Kent Boes

Attachment: Copy of CHVP 23-06 2 Agency Information Form Page 1 (9521 : California Home Visiting

Title:	Chair Board of Supervisors	Date:	7/26/2023

Original Signature of MCAH Director

Signature line:	
Name (Print):	Stephanie Rosas

Title:	MCAH/CHVP Director	Date:	6/21/2023

Attachment: Copy of CHVP 23-06 2 Agency Information Form Page 1 (9521 : California Home Visiting

CONTACT	FIRST NAME	LAST NAME	TITLE	AUTHORIZED TO SIGN? BUDGETS	INVOICES	IF YES SELECTED, SIGN	PHONE	EMAIL ADDRESS	CHVP INITIATIVE
AGENCY EXECUTIVE DIRECTOR	Elizabeth	Kelly	Director	No	No		530-458-0205	Elizabeth.Kelly@countyofcolusa.com	SGF EBHV
MCAH DIRECTOR	Stephanie	Rosas	Health Program Specialist	No	No		530-458-0382	stephanie.rosas@countyofcolusa.com	SGF EBHV
PROJECT COORDINATOR	(Vacant)	(Vacant)	(Vacant)	No	No		(N/A)	(N/A)	SGF EBHV
FISCAL OFFICER	Christine	Fusaro	Fiscal Officer	No	Yes		530-458-0870	Christine.Fusaro@countyofcolusa.com	SGF EBHV
FISCAL CONTACT	Margarita	Cortez	Accounting Technician	No	No		530-458-0258	Margarita.Cortez@countyofcolusa.com	SGF EBHV
CLERK OF THE BOARD or	Wendy	Tyler	Clerk of the Board	No	No		530-458-0508	wtyler@countyofcolusa.com	SGF EBHV
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OFFICIAL AUTHORIZED TO COMMIT AGENCY	Kent	Boes	Chair Board of Supervisors	Yes	Yes		530-458-0508	Boardclerk@countyofcolusa.com	SGF EBHV
ADDITIONAL CONTACTS									
									SGF EBHV
									SGF EBHV

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FISCAL ID #:	4476
Contractor:	Colusa County Health and Human Services
Attention: "Cashier"	Christine Fusaro
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Contract Number:	530-458-0380
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Either party may make changes to the information above by giving written notice to the other party.
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Always include this remittance address on your invoice.

Attachment: Copy of CHVP 23-06 2 Agency Information Form Page 2 (9521 : California Home Visiting

COUNTY OF COLUSA, CA

2.6

Request For County Board of Supervisors Action

MEETING DATE: December 19, 2023

DEPARTMENT: Health and Human Services

FROM: Kirill Obraztsov

SUBJECT: **Approve Subcontract Amendment 1 (Agreement No. A23-0011-S002 AM1) with the Chico State Enterprises, for Senior Nutrition Program funding, effective January 1, 2023, and authorize County Administrative Officer to sign.**

Approve Subcontract Amendment 1 (Agreement No. A23-0011-S002 AM1) with the **Chico State Enterprises**, for Senior Nutrition Program funding, effective January 1, 2023, and authorize County Administrative Officer to sign.

Detailed Description/Background of request

This is an Agreement Amendment 1 between the County of Colusa Department of Health and Human Services and the California State University, Chico Research Foundation for Senior Nutrition services through Colusa County, extending the term of the contract through 9/30/2024.

The Department of Health and Human Services (DHHS) has partnered with California State University Chico's Research Foundation since 2005 to provide nutrition services to senior citizens in Colusa County. Services include provision of meals in a congregate setting and those that are home-delivered. Nutrition Education and risk-screening services are also provided under this program, as well as a comprehensive nursing assessment. Funding for these services is granted to the Research Foundation and then subcontracted to local entities for direct service provision to county residents. Under the terms of the agreement, the County of Colusa Health & Human Services will serve 982 Congregate Meals and 3,288 Home Delivered Meals to residents of Colusa County.

The total award of this Subcontract is $29,210 through 09/30/2024.

Prior Board Action

C23-064 approved on 03/28/2023

Fiscal Impact/Funding Source

The total amount of this subcontract revenue agreement is $29,210 for food assistance.

No impact on County General Fund.

Action for the Clerk
Please obtain electronic signatures on Subcontract Amendment 1 (Agreement A23-0011-S002), and email the amendment in a pdf format to Skye Gebhart at sgebhart@csuchico.edu. Please cc Kirill Obraztsov at DHHS in communication email.

ATTACHMENTS:

- FE A23-0011-S002 OARR Colusa DHHS-signed C23-064(PDF)
- PE A23-0011-S002 AM1 OARR Colusa DHHS (PDF)

SUBAWARD

SUBAWARD NUMBER	AM. NO.
A23-0011-S002	-
SUBRECIPIENT IDENTIFICATION NUMBER	

THIS SUBAWARD, made and entered into in the State of California, by and between **Chico State Enterprises** , hereafter called Prime Recipient, and

SUBRECIPIENT'S NAME
Colusa County Department of Health & Human Services ,hereafter called Subrecipient.

Prime Recipient has been awarded by the California Department of Aging **IF-2223-03**…Older Californians Nutrition Program (OCNP). Prime Recipient has identified Subrecipient to receive funds for the described purpose under the prime agreement.

Project Summary

Meals (1 meal): Provision, to an eligible client or other eligible participant, of a meal which complies with the Dietary Guidelines for Americans (as published by the Secretaries of the Department of Health and Human Services and the United States Department of Agriculture), and provides a minimum of 33-1/3 percent of the current daily Recommended Dietary Intake (RDI), as established by the Food and Nutrition Board of the National Research Council of the National Academy of Sciences.

The Term of this Subaward shall commence **1/1/2023** and will end **12/31/2023**.

Prime Recipient agrees to reimburse Subrecipient an amount not to exceed **$29,210**. $6,718 for congregate and $22,492 for home delivered.

This Subaward incorporates the following attachments:

Attachment A – Scope of Work (1 page)
Attachment C – Contact Information (1 page)
Attachment D – Terms & Conditions (2 page)
Attachment E – Insurance (certifications to be returned with signed agreement 1 page)
Attachment H – Prime Award (attached as a PDF)

This Subaward has been executed by the parties hereto, upon the date first above written.

PRIME RECIPIENT	SUBRECIPIENT
Chico State Enterprises	**Colusa County Department of Health & Human Services**
BY (AUTHORIZED SIGNATURE) DATE Mary Sidney 5/15/23	BY (AUTHORIZED SIGNATURE) DATE Wendy G. Tyler Digitally signed by Wendy G. Tyler Date: 2023.03.30 10:17:38 -07'00'
PRINTED NAME AND TITLE OF PERSON SIGNING Mary Sidney Chief Executive Officer, CSE	PRINTED NAME AND TITLE OF PERSON SIGNING ~~Elizabeth Kelly~~ Wendy G. Tyler, County Administrative Officer
ADDRESS/E-MAIL 25 Main Street, Suite 203, CA 95928-5388 msidney@csuchico.edu	ADDRESS/E-MAIL 547 Market Street, Suite 102, Colusa, CA 95932 ~~251 E Webster Street, Colusa CA 95932~~ ~~Elizabeth.Kelly@countyofcolusa.com~~ wtyler@countyofcolusa.com

AMOUNT ENCUMBERED BY THIS DOCUMENT	TOTAL AMOUNT ENCUMBERED TO DATE	PROJECT CODE
$29,210	$29,210	SP-73267-01, SP-73268-01

Attachment: FE A23-0011-S002 OARR Colusa DHHS-signed C23-064 (9522 : Senior Nutrition Subcontract Agreement Amendment 1 with CSUC

Attachment A
Scope of Work

Subrecipient agrees to provide the following nutrition services and meet the following performance goals in compliance with the Older Adult Recovery and Resilience (OARR).

A. SERVICE OBJECTIVES

Subrecipient shall provide the following services on a regular basis by the close of this Agreement on December 31, 2023:

1. Meals (1 meal): Provision, to an eligible client or other eligible participant, of a meal which complies with the Dietary Guidelines for Americans (as published by the Secretaries of the Department of Health and Human Services and the United States Department of Agriculture), and provides a minimum of 33-1/3 percent of the current daily Recommended Dietary Intake (RDI), as established by the Food and Nutrition Board of the National Research Council of the National Academy of Sciences.

2. Subrecipient will provide 982 congregate meals at nutrition sites in Colusa County as well 3,288 home-delivered meals in Colusa County from **January 1, 2023** through **December 31, 2023**.

B. REPORTING

1. Subrecipient shall submit to the Agency the appropriate client information for the Older Adult Recovery and Resilience Quarterly Narrative Report available from Passages. Your first report will be due April 15, 2023.

2. Do not enter the client information in to GetCare. Only use the form provided by Passages.

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

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

5. Subrecipients are required to meet all reporting and submittal deadlines. Any Subrecipient who cannot meet a deadline will be required to notify the A3AA prior to the deadline and provide specific information as to why. Any Subrecipient 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 Subrecipient 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.

C. COMPENSATION

1. The total compensation for both congregate and home delivered meals to Subrecipient shall not exceed the maximum funding of **$29,210**. $6,718 for congregate and $22,492 for home delivered.

2. Invoices shall be submitted to Chico State Enterprises on the invoicing form provided by the 20th of each month.

Attachment: FE A23-0011-S002 OARR Colusa DHHS-signed C23-064 (9522 : Senior Nutrition Subcontract Agreement Amendment 1 with CSUC

Attachment B
Budget

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Attachment: FE A23-0011-S002 OARR Colusa DHHS-signed C23-064 (9522 : Senior Nutrition Subcontract Agreement Amendment 1 with CSUC

Attachment C
Contact Information

Prime Recipient Contacts		Subrecipient Contacts	
Administrative Contact		***Administrative Contact***	
Name:	Mary Neuman	Name:	Ted Mamoulelis
Title:		Title:	
	Passages Adult Resource Center 25 Main Street, Suite 202		County of Colusa 251 E Webster Street
Address:	Chico, CA 95928-5388	Address:	Colusa CA 95932
Telephone:	530-898-6758	Telephone:	530-458-0359
Fax:	530-898-4870	Fax:	
Email:	mneuman@csuchico.edu	Email:	Ted. Mamoulelis@countyofcolusa.com
Principal Investigator		***Project Director***	
Name:	Joseph Cobery	Name:	Ted Mamoulelis
Title:	Director	Title:	
	Passages Adult Resource Center 25 Main Street, Suite 202		
Address:	Chico, CA 95928-5388	Address:	Same as above
Telephone:	530-898-6758	Telephone:	530-458-0359
Fax:	530-898-4870	Fax:	
Email:	jcobery@csuchico.edu	Email:	Ted. Mamoulelis@countyofcolusa.com
Financial Contact		***Financial Contact***	
Name:	Skyler Gebhart	Name:	Christine Fusaro
Title:	Grants/Contracts Analyst	Title:	
	Chico State Enterprises		
Address:	25 Main Street, Suite 103 Chico CA 95928-5388	Address:	Same as above
Telephone:	530-898-5829	Telephone:	530-458-0870
Fax:		Fax:	
Email:	sgebhart@csuchico.edu	Email:	Christine.Fusaro@countyofcolusa.com
Authorized Signatory		***Authorized Signatory***	
Name:	Mary Sidney	Name:	Elizabeth Kelly
Title:	Chief Executive Officer	Title:	
	Chico State Enterprises		
Address:	25 Main Street, Suite 103 Chico CA 95928-5388	Address:	Same as above
Telephone:	530-898-6811	Telephone:	530-458-0285
Fax:		Fax:	
Email:	msidney@csuchico.edu	Email:	Elizabeth.Kelly@countyofcolusa.com

Attachment: FE A23-0011-S002 OARR Colusa DHHS-signed C23-064 (9522 : Senior Nutrition Subcontract Agreement Amendment 1 with CSUC

Attachment D
Terms and Conditions

1. **Invoicing:** Subrecipient shall submit monthly invoices. Each invoice must be supported by complete receipts for all items and costs listed on the invoice.

2. **Modification:** Any modifications of the terms and/or conditions of this Subaward shall be made in written agreement by both parties.

3. **Independent Entity:** Subrecipient is an independent entity, not an employee of Prime Recipient, however, the work or services to be provided by Subrecipient shall be provided in a manner consistent with reaching Prime Recipient's objectives in entering this Subaward.

4. **Confidentiality**: During the term of this Agreement, and for a period of five (5) years following the termination hereof, each party shall exercise reasonable care to maintain in confidence all confidential information disclosed by the other party pursuant to this Agreement ("Confidential Information"), but only to the extent: (a) if disclosed in writing, such confidential information is marked as confidential when disclosed; or (b) if disclosed orally, such confidential information is identified as confidential at the time of disclosure and confirmed in writing within thirty (30) days after the oral disclosure. The receiving party shall not use, disclose, or grant the use of the Confidential Information except on a need---to---know basis to those directors, officers, employees, agents, and permitted assignees, to the extent such disclosure is reasonably necessary in connection with the provision of Services under this Agreement. Before disclosure, the receiving party shall obtain the written agreement of any such person who is not otherwise bound by fiduciary obligations to hold in confidence and not make use of the Confidential Information for any purpose other than those permitted by this Agreement.

   The limitations on use and the nondisclosure obligations contained in this Agreement shall not apply to the extent that: (a) the receiving party is required to disclose the Confidential Information by law, order or regulation of a governmental agency or a court of competent jurisdiction, provided that, time permitting, the receiving party shall provide written notice thereof to the disclosing party; or (b) the receiving party can demonstrate by written records that: (i) the information was public knowledge at the time of disclosure, or thereafter became public knowledge, other than as a result of acts in violation hereof; (ii) the information was rightfully known by the receiving party prior to the date of disclosure; (iii) the information was disclosed to the receiving party on an unrestricted basis from a third party not under a duty of confidentiality to the disclosing party; or, (iv) the information was independently developed by employees or agents of the receiving party without access to or use of the Confidential Information.

5. **Indemnification:** Each party agrees to defend, indemnify and hold harmless the other party, its officers, employees 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 subaward, 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 or omissions of the indemnifying party, its officers, agents or employees. Chico State Enterprises, as the indemnified party, shall also include California State University, Chico, The Trustees of the CSU, and the State of California.

6. **Liability for Breach of Contract:** During the Subcontract, either party that has difficulty in fulfilling the terms and conditions of the subcontract shall carefully solve it through negotiation. If both parties fail to reach consensus, the default party shall assume responsibility for compensation. The specific compensation plan shall be negotiated by both parties or be solved through civil action in accordance with the state related laws and regulations. The litigation shall be governed by the people's court at the location of the non-default party.

Attachment: FE A23-0011-S002 OARR Colusa DHHS-signed C23-064 (9522 : Senior Nutrition Subcontract Agreement Amendment 1 with CSUC

7. **Insurance: See** Attachment E, Specific Insurance Requirements

8. **Controlling Law Venue:** This contract is made and entered into in the County of Butte, State of California. The validity of this contract, its construction, interpretation, and enforcement, and the rights of the parties hereto shall be interpreted in accordance with the laws of the state of California. The parties agree that all actions or proceedings arising in connection with this agreement shall be brought and litigated exclusively in courts with jurisdiction over the County of Butte.

9. **Termination:** This Subaward may be terminated for the following reasons:
   A. Immediately for cause if either party violates any of the terms or provisions of this Subaward; or
   B. By either party without cause upon 30 days written notice of termination.

10. **Partial Invalidity**: If any provision of this Subaward is held to be invalid, void, or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall not be affected or invalidated.

11. **Audit:** Subrecipient agrees that, Prime Recipient, the awarding agencies, the Department of General Services, the Bureau of State Audits, 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 Subaward if it exceeds $10,000. The Subrecipient agrees to maintain such records for possible audit for a minimum of seven (7) years after final payment, unless a longer period of record retention is stipulated in Exhibit D of the prime award. 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. Subrecipient agrees to refund to the Prime Recipient any amounts claimed for reimbursement and paid to Subrecipient which are later disallowed after audit or inspection of records.

12. **Force Majeure**: Neither party is liable or responsible to the other party, or has defaulted under or breached this Contract, for failure or delay in fulfilling or performing any obligation to the extent that, and for so long, as such failure or delay is caused by or results from causes beyond the reasonable control of the affected party including but not limited to fires, earthquakes, floods, embargoes, wars, acts of war (whether war is declared or not), insurrections, riots, civil disturbances, strikes, lockouts, or other labor disturbances, acts of God, or any acts, omissions, or delays in acting by any governmental authority or the other party.

13. **Prime Award:** The terms and conditions of the Prime Award are incorporated into this subaward by this reference. All references to Chico State Enterprises and its variants, School, Awardee, Grantee, Recipient, etc. in the Prime Award shall mean the Subrecipient. Prime Award shall be included as referenced in Attachment H. In the event of any conflict, contradiction, or ambiguity between terms and conditions of this subaward and the Prime Award, then the terms of this subaward shall prevail.

Attachment: FE A23-0011-S002 OARR Colusa DHHS-signed C23-064 (9522 : Senior Nutrition Subcontract Agreement Amendment 1 with CSUC

Attachment E
Insurance

14. Subrecipient, at its own cost, agrees to maintain, for the duration of this Subaward: Workers' Compensation Insurance and Employer's Liability Insurance for its employees in accordance with the laws of the State of California; general liability insurance in an amount of not less than $1,000,000 per occurrence for bodily injury, personal injury, and property damage; automobile liability insurance covering bodily injury and property damage for all activities of the Subrecipient arising out of or in connection with the work to be performed under this Subaward, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than $1,000,000; and Professional Liability of $1,000,000 aggregate. The insurance certificates and/or documentation are to be submitted with the signed agreement.

Attachment: FE A23-0011-S002 OARR Colusa DHHS-signed C23-064 (9522 : Senior Nutrition Subcontract Agreement Amendment 1 with CSUC

Attachment H
Prime Award

PRIME AWARD IS INCLUDED AS A SEPARATE PDF ATTACHMENT

Attachment: FE A23-0011-S002 OARR Colusa DHHS-signed C23-064 (9522 : Senior Nutrition Subcontract Agreement Amendment 1 with CSUC

SUBAWARD

SUBAWARD NUMBER	AM. NO.
A23-0011-S002	AM 1
SUBRECIPIENT IDENTIFICATION NUMBER	

THIS SUBAWARD, made and entered into in the State of California, by and between **Chico State Enterprises**, hereafter called Prime Recipient, and

SUBRECIPIENT'S NAME
Colusa County Department of Health & Human Services ,hereafter called Subrecipient.

Contractor, on behalf of its program the Area 3 Agency on Aging (AAA), has received a Federal Pass-through Award, **IF 2223-03 (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.

Original Term:
The Term of this Subaward shall commence **1/1/2023** and will end **12/31/2023**.

Amended Term:
The Term of this Subaward shall commence **1/1/2023** and will end **09/30/2024**.

All other terms and conditions will remain the same.

This Subaward has been executed by the parties hereto, upon the date first above written.

PRIME RECIPIENT	SUBRECIPIENT
Chico State Enterprises	**Colusa County Department of Health & Human Services**
BY (AUTHORIZED SIGNATURE) DATE	BY (AUTHORIZED SIGNATURE) 07'00' DATE
PRINTED NAME AND TITLE OF PERSON SIGNING Mary Sidney Chief Executive Officer, CSE	PRINTED NAME AND TITLE OF PERSON SIGNING Wendy G. Tyler, County Administrative Officer
ADDRESS/E-MAIL 25 Main Street, Suite 203, CA 95928-5388 msidney@csuchico.edu	ADDRESS/E-MAIL 547 Market Street, Suite 102, Colusa, CA 95932 wtyler@countyofcolusa.com

AMOUNT ENCUMBERED BY THIS DOCUMENT	TOTAL AMOUNT ENCUMBERED TO DATE	PROJECT CODE
$0.	$29,210.	SP-73267-01, SP-73268-01

Attachment: PE A23-0011-S002 AM1 OARR Colusa DHHS (9522 : Senior Nutrition Subcontract Agreement Amendment 1 with CSUC Research

COUNTY OF COLUSA, CA

2.7

Request For County Board of Supervisors Action

MEETING DATE: December 19, 2023

DEPARTMENT: Public Works/Road Department

FROM: Michael Azevedo

SUBJECT: Approve Notice of Completion for Colusa Airport Seal Cracks & Slurry Seal Runway Phase 2, and authorize the Director of Public Works to sign and record same.

Approve Notice of Completion for Colusa Airport Seal Cracks & Slurry Seal Runway Phase 2, and authorize the Director of Public Works to sign and record same.

Detailed Description/Background of request

On August 1, 2023 Board approved contract C23-165 with Pavement Coatings Co. All work was completed October 17th, 2023. Accordingly, this agenda item seeks to finalize the required Notice of Completion .

Prior Board Action

Approved FY22/23 Department Budget & C23-165

Fiscal Impact/Funding Source

There is no fiscal impact associated with the Notice of Completion.

Action for the Clerk

Obtain Director Signature & file Notice with Clerk Recorder's office.

ATTACHMENTS:

- Notice of Completion - Pavement Coatings Company (RTF)

RECORDING REQUESTED BY:

County of Colusa

WHEN RECORDED MAIL TO:

County of Colusa
1215 Market Street
Colusa, CA 95932

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned is an owner or agent of an owner of the interest or estate stated below.
2. The full name of the owner is the **County of Colusa.**
3. The full address of the owner is **546 Jay Street, Colusa, CA 95932.**
4. The nature of the interest or estate is: **Fee Title/Ownership**
5. The full name and address of the owner who holds title or interest with the above named property are: **N/A.**
6. A work of improvement on the property herein described was completed on, **October 17th, 2023**
7. The name of the contractor performing the work of improvement is **Pavement Coatings Co.**
8. The street address of said property is **2915 State Highway 20, Colusa, Ca. 95932.**
9. The property on which said work of improvement was completed is in the County of Colusa, State of California and is described as follows:

Seal Cracks & Slurry Seal Runway Phase 2
Project Number: 3-06-0048-025-2023

_____ _____
Date Michael J Azevedo, Director

STATE OF CALIFORNIA }
County of Colusa }

The undersigned, Michael J Azevedo, being duly sworn as the Director of Public Works, County of Colusa, State of California, says that I am the agent of the owner of the property described herein in the foregoing Notice of Completion and know the contents thereof to be true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

COUNTY OF COLUSA:

_____ _____
Date Michael J Azevedo, Director

Attachment: Notice of Completion - Pavement Coatings Company (9499 : Approve Notice of Completion -Seal Cracks & Slurry Seal Runway

COUNTY OF COLUSA, CA

2.8

Request For County Board of Supervisors Action

MEETING DATE: December 19, 2023

DEPARTMENT: Public Works/Road Department

FROM: Michael Azevedo

SUBJECT: Approve Notice of Completion for Colusa Airport Rehabilitate Runway Lighting and Signage, and authorize the Director of Public Works to sign and record same.

Approve Notice of Completion for Colusa Airport Rehabilitate Runway Lighting and Signage, and authorize the Director of Public Works to sign and record same.

Detailed Description/Background of request

On October 11, 2022 Board approved contract C22-215 with Vellutini Corporation dba Royal Electric Company. All work was completed November 20th, 2023. Accordingly, this agenda item seeks to finalize the required Notice of Completion .

Prior Board Action

Approved FY22/23 Department Budget & C22-215

Fiscal Impact/Funding Source

There is no fiscal impact associated with the Notice of Completion.

Action for the Clerk

Obtain Director Signature & file Notice with Clerk Recorder's office.

ATTACHMENTS:

- Notice of Completion - Royal Electric (RTF)

RECORDING REQUESTED BY:

County of Colusa

WHEN RECORDED MAIL TO:

County of Colusa
1215 Market Street
Colusa, CA 95932

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned is an owner or agent of an owner of the interest or estate stated below.
2. The full name of the owner is the **County of Colusa.**
3. The full address of the owner is **546 Jay Street, Colusa, CA 95932.**
4. The nature of the interest or estate is: **Fee Title/Ownership**
5. The full name and address of the owner who holds title or interest with the above named property are: **N/A.**
6. A work of improvement on the property herein described was completed on, **November 20th, 2023**
7. The name of the contractor performing the work of improvement is **Vellutini Corporation dba Royal Electric Company**
8. The street address of said property is **2915 State Highway 20, Colusa, Ca. 95932.**
9. The property on which said work of improvement was completed is in the County of Colusa, State of California and is described as follows:

Rehabilitate Runway Lighting and Signage
Project Number: 3-06-0048-024-2022

_____ _____
Date Michael J Azevedo, Director

STATE OF CALIFORNIA }
County of Colusa }

The undersigned, Michael J Azevedo, being duly sworn as the Director of Public Works, County of Colusa, State of California, says that I am the agent of the owner of the property described herein in the foregoing Notice of Completion and know the contents thereof to be true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

COUNTY OF COLUSA:

_____ _____
Date Michael J Azevedo, Director

Attachment: Notice of Completion - Royal Electric (9500 : Approve Notice of Completion -Rehabilitate Runway Lighting and Signage)

COUNTY OF COLUSA, CA

2.9

Request For County Board of Supervisors Action

MEETING DATE: December 19, 2023

DEPARTMENT: Purchasing and Procurement

FROM: Angela Gross

SUBJECT: Adopt plans, specifications and working details for the Colusa Ambulance Housing Facility request for bids (RFB) and authorize the publication of same.

Adopt plans, specifications and working details for the Colusa Ambulance Housing Facility request for bids (RFB) and authorize the publication of same.

Detailed Description/Background of request

The Colusa Ambulance Quarters located adjacent to the Plaza Building on Market Street have been vacant for several years, and are in need of rehabilitation before they can once again be occupied. The RFB includes significant interior and exterior cosmetic work as well as replacement of all appliances. While new roofing and storm gutters are desirable, the quarters must be in a habitable condition by March 25th and we did not feel there was enough time to allow that work to be done. We will issue another RFB in the early spring for that component.

Prior Board Action

Approved during budget planning

Fiscal Impact/Funding Source

Budgetary estimate of $44,000 to be paid from ground ambulance tax revenue.

Action for the Clerk

Obtain signatures, publish notice and have purchasing upload rfb.

ATTACHMENTS:

- RFB - Ambulance Facility Remodel (DOC)
- Addendum A - Project Specifications Ambulance Housing RemodelF (DOCX)
- BID WORKSHEET - Ambulance -In RFB (DOCX)
- Draft Contract - Ambulance Housing Remodel (DOCX)
- NOTICE TO BIDDERS - Ambulance Facility Remodel (DOCX)

COUNTY OF COLUSA

PURCHASING & PROCUREMENT

REQUEST FOR BIDS

COUNTY OF COLUSA

_____
_____, Board Chair

ATTEST: Wendy G. Tyler, Clerk to the Board of Supervisors

By_____
Patricia Rodriquez, Deputy

Mandatory Walk-Thru: Tuesday, January 9, 2024 @ 10 a.m.

Due Date: January 19, 2024 @ 2:30 p.m.

Attachment: RFB - Ambulance Facility Remodel (9516 : Adopt Plans, Specifications and Working Details for Colusa Ambulance Housing

REQUEST FOR BIDS

DESCRIPTION OF PROJECT:

The County of Colusa (COUNTY) is requesting bids (RFB) from licensed contractors for the Remodel of the Colusa Ambulance Housing Facility located at 1259 Market Street, Colusa, CA, as more specifically detailed in the Project Specifications of this RFB. **There is a mandatory walk-through scheduled at the site on Tuesday, January 9, 2024 at 10:00 a.m. sharp.** This is a public works contract subject to Department of Industrial Relations registration and payment of prevailing wage.

TERMS AND CONDITIONS:

1. Department of Industrial Relations Registration: All contractors and subcontractors shall register with the California Department of Industrial Relations (DIR) pursuant to California Labor Code sections 1771.1 and 1725.5 prior to bidding on the Project. The County will not consider bids from bidders who have not registered in compliance with the law.

2. Prevailing Wage: This Project is subject to prevailing wage rates. Copies of the prevailing rates or per diem wages applicable to this Project are available from the California Department of Labor Statistics and Research at www.dir.ca.gov/dlsr/PWD/index.htm or 455 Golden Gate Avenue, 9th Floor, San Francisco, California 94102 (415) 703-4780. A successful bidder awarded a contract ("Contractor") will be required to post a copy of the wage rates on the job site. Any employee whose type of work is not covered by any of the classified wage rates shall be paid not less than the rate of wage listed for the classification which most nearly corresponds to the type of work to be performed. Pursuant to California Labor Code section 1775, the Contractor, and any subcontractor, shall forfeit up to $200.00 per calendar day, or portion of a day, for each worker paid less than the prevailing rates for such work or craft, and the penalty shall be imposed and distributed pursuant to Section 1775.

3. Payroll Records: A contractor and any subcontractors will be required to keep accurate payroll records pursuant to California Labor Code section 1776(a). The records shall be furnished at least once a month to the California Labor Commission pursuant to California Labor Code section 1771.4(a)(3).

4. Description of Request: Remodel of Colusa Ambulance Housing Facility, as more specifically detailed on the Project Specifications below.

5. Types of Bids Required:

   A. Lump-sum bids shall be provided, per the specification sheet included with this request for bids.

   B. Conditional Bids shall not be considered

Attachment: RFB - Ambulance Facility Remodel (9516 : Adopt Plans, Specifications and Working Details for Colusa Ambulance Housing

6. Time of Completion: The work is to be completed no later than March 15, 2024. .

7. Time and Place of Submission of Bids:

   A. Time: Three (3) bids shall be submitted on or before **January 19, 2024** no later than **2:30 p.m.** at which time they will be opened and read aloud by the County.

   B. Place: All Bids shall be delivered to:

   Clerk to the Board of Supervisors
   547 Market Street, Suite 102
   Colusa, CA, 95932.

   C. Please include three (3) copies of bid document in a sealed envelope clearly marked:
   "REMODEL COLUSA AMBULANCE FACILITY"

   D. No oral, telephonic, faxed, or e-mailed proposals or modifications will be considered.

   E. A responsive bid must include a fully completed Bid Worksheet. Bidders must use the provided Bid Worksheet. Bidders may include additional information sheets, if needed.

   F. All bids shall be presented under sealed cover and shall be accompanied by a security bond in the amount of ten (10) percent of the bid amount to guarantee the bid. Upon award to the lowest bidder, the security of unsuccessful bidders shall be returned no later than sixty (60) days from the date the contract is awarded. The County will accept the following forms of security:

      1) Cash;
      2) A cashier's check made payable to the County;
      3) A certified check made payable to the County; or
      4) A bidder's bond executed by an admitted surety insurer, made payable to the County.

   G. Any questions regarding this RFB can be submitted to the Public Purchase Website until **1:00 p.m. January 15, 2024**:

      https://www.publicpurchase.com/gems/colusaco.ca/buyer/public/home

      Any addenda issued shall be included in the bid proposal.

   H. All information shall be typewritten or entered in ink. Mistakes may be crossed out and corrections inserted before submission of your Bid. Corrections shall be initialed in ink by the person signing the Bid.

   I. Corrections and/or modifications received after the closing time specified will not be

Attachment: RFB - Ambulance Facility Remodel (9516 : Adopt Plans, Specifications and Working Details for Colusa Ambulance Housing

accepted.

J. Bids must be submitted by the closing date or prior to the time specified to be considered.

K. Any Bid tendered after the time specified will be returned to the Vendor.

L. Bid pricing shall remain open and valid subject to acceptance for ninety (90) days after RFB closing date.

M. Bid Prices by Vendor are considered accurate and cannot be withdrawn after the RFB process is closed.

N. Upon submission of Bid, all such documents shall become the property of the County.

O. The County reserves the right to reject any and all bids.

P. The successful vendor shall be required to enter into a contract with the County of Colusa for the services to be provided. Such contract shall incorporate the specifications of the RFB. *(A draft copy is attached)*

Q. Any Change Orders or issues that may arise must be discussed with the Maintenance Supervisor for prior approval of the best course of action.

8. Quantity and Quality of Materials or Services: All materials and supplies furnished for this Project must comply with County specifications. Materials or supplies, which, in the opinion of the County, are not in accordance within conformity with such specifications, shall be rejected and promptly removed from the County premises at the vendor's expense.

9. Award: The Project shall be awarded to the lowest responsible bidder in accordance with California Public Contract Code section 20128.

10. Each Bid shall follow the format specified by the County. Any bid not complying with the County format shall be considered nonresponsive.

11. Securing Document: The bid specifications are obtainable from the Purchasing and Procurement Division, 547 Market Street, Suite 110, Colusa, California, 95932 or online at the County's website: www.countyofcolusa.org.

12. Withdrawing Bids: No Vendor may withdraw his bid for a period of ninety (90) days after the date and time set for the opening thereof, and no bid security shall be released prior to said date; provided, however, that the County may release the Bid and Bid security of unsuccessful vendors after confirming the technical and formal sufficiency of the Bid and Bid security of the three (3) lowest vendors. In no event shall the Bid for security of the three (3) lowest vendors be released before execution with the County of Colusa of an

Attachment: RFB - Ambulance Facility Remodel (9516 : Adopt Plans, Specifications and Working Details for Colusa Ambulance Housing

Agreement with the successful vendor, or the expiration of ninety (90) days, whichever occurs first.

13. Rejection of Bids: The County of Colusa reserves all rights to utilize any alternate procedure authorized by the Public Contract Code Sections 20150.9 and 20150.10, including but not limited to rejecting all bids and/or to waive any informality in the RFB process.

14. Default by Vendor: In case of default by vendor, the County reserves the right to:

    A. Cancel the order and obtain the service on the open market, in which case, Vendor shall be responsible to County for the difference between the Bid price and the purchase price if the purchase is higher; and/or

    B. Assess a reasonable per day charge against the vendor for inconvenience or damages incurred by County as a result of delayed delivery, except when delivery is delayed by fire, strike, freight embargo, act of Government, or an act of God.

    C. The rights and remedies of the County provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

15. Non-Funding Clause: Funds provided for commodities or services under the terms of an agreement, contract or Bid are contingent on availability of funds. Should sufficient funds not be allocated during those terms, amounts due may be modified or terminated at any time by the County upon thirty (30) day notice. Notice shall be fully given in writing or through service in person or by first class mail.

16. Detailed specifications are attached, marked "Project Specifications". These minimum specifications are not intended to be restrictive, but descriptive of the type and quality of product the County desires to obtain. Vendors will not be allowed to make unauthorized substitutions.

17. Bid Sheet is attached, marked "Bid Worksheet".

18. Point of Sale is Colusa, CA.

Attachment: RFB - Ambulance Facility Remodel (9516 : Adopt Plans, Specifications and Working Details for Colusa Ambulance Housing

PROJECT SPECIFICATIONS

The respondent is to conduct all services performed on behalf of the County in accordance with the applicable rules and regulations of the State of California.

See Attachment A for complete specifications

Attachment: RFB - Ambulance Facility Remodel (9516 : Adopt Plans, Specifications and Working Details for Colusa Ambulance Housing

SUB-CONTRACTOR'S LIST

Sub-Contractor Name	Department of Industrial Relations(DIR) Registration#	Address	Description of Portion of Work Subcontracted

Attachment: RFB - Ambulance Facility Remodel (9516 : Adopt Plans, Specifications and Working Details for Colusa Ambulance Housing

BID WORKSHEET
Colusa Ambulance Housing Facility Remodel

NAME_____

ADDRESS_____

CITY_____STATE_____ZIP CODE_____ PHONE_____

DIR #:_____ Contractor License #_____

ITEM	PRODUCT	PRICE
1	**Interior and Exterior Painting**	
2	**Kitchen Upgrade**	
3	**Bathroom Upgrades**	
4	**Lighting & Electrical**	
5	**Roof & Gutters**	
6	**Flooring**	
7	**Other Items**	
	SUBTOTAL	
	INSURANCE, BONDS, ETC	
	GRAND TOTAL	

VENDOR

_____ _____

Signature Name (Printed or Typed)

The type of business entity (i.e., corporation, partnership, sole proprietor, etc.) and any applicable registered contractor's license name and number shall be included on the Bid Worksheet. The Bid Worksheet must be signed by the owner or officer of the vendor authorized to enter into a legally binding contract.

This bid is made this _____day of_____, 2024.

Attachment: RFB - Ambulance Facility Remodel (9516 : Adopt Plans, Specifications and Working Details for Colusa Ambulance Housing

PROJECT SPECIFICATIONS

The County is requesting bids for the remodel of the approximately 1,125 square foot Colusa Ambulance Housing facility located at 1259 Market St., Colusa CA.

The Ambulance Housing Remodel includes, but is not limited to;

Interior Painting:

Walls, Doors & Trim:

Caulk and/or putty to prep for paint include all doors.

Prime all ceilings, walls, doors & trim with at least one coat of primer (Benjamin Moore or equivalent).

Paint ceilings, walls, doors & trim with two coats satin finish paint with Benjamin Moore Swiss Coffee or equivalent.

Kitchen & Bathroom Cabinets:

Sand and prime all cabinets with at least one coat of primer. (Benjamin Moore or equivalent).

Paint all cabinets with two coats of semi-gloss paint, Benjamin Moore or equivalent. (color TBD).

Add door and drawer pulls (Brushed nickel) on all cabinets, and replace cabinet door hinges.

Exterior Painting:

Caulk around doors, windows and trim prior to painting.

Replace and secure any T1-11 skirting that has dry rot.

Prime all siding, trim, skirting and doors with at least one coat of primer. (Benjamin Moore or equivalent)

Paint with two coats of exterior paint, Benjamin Moore or equivalent. (Color TBD)

Kitchen:

Attachment: Addendum A - Project Specifications Ambulance Housing RemodelF [Revision 2] (9516 : Adopt Plans, Specifications and Working

Attachment: Addendum A - Project Specifications Ambulance Housing RemodelF [Revision 2] (9516 : Adopt Plans, Specifications and Working

Remove and replace all, (48 sq. ft.) kitchen counter tops, including a 3-4" backsplash, with Formica, or solid surface material equivalent, or better.

Remove kitchen sink (32" x 18") and replace with a stainless steel sink, including the installation of an In-sinkerator, or equivalent garbage disposal. This will require the Installation of an Electrical outlet.

Remove and replace all faucets with Delta, or equivalent.

Remove and replace kitchen vent hood with hood provided by the County.

Bathrooms: (2 bathrooms)

Remove and replace all counter tops in bathrooms (14 sq. ft.) With 3-4" backsplash in Formica, or solid surface material equivalent, or better.

Remove and replace all sinks with porcelain self-rimming sinks.

Remove and replace all faucets with Delta, or equivalent.

Remove and install (2) ADA elongated toilets, with highest flow rate possible. Toilets to be Kohler or Gerber.

Remove and replace all bathroom exhaust fans with Broan light/exhaust fan combo, for proper ventilation.

Lighting & Electrical:

Replace all interior and exterior lighting with new LED fixtures black in color.

Exterior to get 2 motion led lights and 1 sconce light by front door.

Replace all inside switches and outlets, using Leviton or equivalent.

Replace all exterior outlets with proper outdoor rated outlets and covers, using Leviton or equivalent.

Doors, Flooring & Windows:

Remove and replace front door (32" x 81") with fiberglass door with window that includes blinds inside window.

Replace any door trim and repair dry rot where necessary.

Attachment: Addendum A - Project Specifications Ambulance Housing RemodelF [Revision 2] (9516 : Adopt Plans, Specifications and Working

Remove and replace the backdoor, repairing all dry rot damage.

Rebuild steps at the backdoor.

Install trim on the exterior windows on the south and east side of facility.

Replace all existing door hardware with brushed nickel hardware.

Check all closet doors for proper function and repair, if necessary.

Fix and adjust all doors for proper function. This includes:

3 closet doors, 3 bedroom doors and 3 bathroom doors.

Install new white HVAC floor register grates, 11 total.

Remove and replace all flooring throughout with 12 mil. Vinyl laminate flooring, including 3" painted wood base. Contractor to provide samples to choose from.

Install blinds on all seven windows of the facility. This includes:

1 @ 61" x 42"; 5 @ 45 ½" x 42"; 1 @ 29 ½ x 42"

Other Items:

Front door steps to be pressure washed and prepped for paint. Paint to match existing color.

Remove and replace 30-gallon natural gas hot water heater with AO Smith or equivalent (contractor to supply).

Install appliances that County will provide and have on-site, including, but not limited to; refrigerator, stove, washer, dryer, vent hood.

Building Measurements: 14' x 45' x 2 = 1,260 and 14' x 24' x 2= 672 / 1,932 sq. ft. exterior sq. ft. for paint

At job completion contractor will make sure that job site is completely clean and ready for occupancy, including floors, toilets, windows and window channels.

BID WORKSHEET
Colusa Ambulance Facility Remodel

NAME_____

ADDRESS_____

CITY_____STATE_____ZIP CODE_____ PHONE_____

DIR #:_____ Contractor License #_____

ITEM	PRODUCT	PRICE
1	**Interior and Exterior Painting**	
2	**Kitchen Upgrade**	
3	**Bathroom Upgrades**	
4	**Lighting & Electrical**	
5	**Roof & Gutters**	
6	**Flooring**	
7	**Other Items**	
	SUBTOTAL	
	INSURANCE, BONDS, ETC	
	GRAND TOTAL	

VENDOR

_____ _____

Signature Name (Printed or Typed)

The type of business entity (i.e., corporation, partnership, sole proprietor, etc.) and any applicable registered contractor's license name and number shall be included on the Bid Worksheet. The Bid Worksheet must be signed by the owner or officer of the vendor authorized to enter into a legally binding contract.

This bid is made this _____day of_____, 2024.

Attachment: BID WORKSHEET - Ambulance -In RFB (9516 : Adopt Plans, Specifications and Working Details for Colusa Ambulance Housing

C____-_____

Attachment: Draft Contract - Ambulance Housing Remodel [Revision 1] (9516 : Adopt Plans, Specifications and Working Details for Colusa

Colusa Ambulance Housing Facility Remodel

This public works construction contract ("Contract") is between the County of Colusa ("County"), a political subdivision of the State of California and _____ ("Contractor"), an _____ (e.g. type of business). This is a public works contract subject to Department of Industrial Relations registration, and payment of prevailing wage.

1. **Services to be Performed:** Contractor agrees at its own expense to furnish all equipment, labor and materials necessary to provide County with the remodel of the Colusa Ambulance Housing Facility located at 1259 Market Street, Colusa, CA**,** as more specifically detailed in Attachment "A. Additionally, all terms and conditions of the Request for Bids (RFB) and all documents submitted in response to the RFB are incorporated into the terms and conditions of this contract.

2. **Term:** This Contract shall begin upon full execution of this contract, and shall continue until all requested services are completed, but no later than March 15, 2024.

3. **Compensation:** County will pay Contractor compensation not to exceed $_____, as provided for in Attachment "C" bid worksheet. Compensation will be paid in accordance with paragraph 4, Method of Payment.

    A. **Retention for Contracts that Exceed $5,000:** Pursuant to California Public Contract Code section 9203(a), for public works contracts that exceed $5,000, an amount of 5% shall be withheld from the invoices submitted by the Contractor as retention money to be utilized in case of default or defective materials, equipment, supplies, work or service not rectified by the Contractor. The retention money shall be paid over to the Contractor upon the receipt of a Certificate of Completion.

4. **Method of Payment:** Upon completion of the job, Contractor shall provide County with an invoice for the services provided [payment term may be negotiated prior to Board approval of contract to include one progress payment at mid-point if contractor desires]. Upon receipt of an invoice, County shall process payment to Contractor as provided for by County's established policies and procedures, and payment will be issued accordingly for undisputed invoices.

    A. **Invoices shall:**
        1) Be prepared on Contractor's letterhead.
        2) Bear Contractor's name as shown on the contract.
        3) Bear the contract number.
        4) Itemize the costs incurred.
        5) Include a summary of the services provided.
        6) Be signed by an authorized official, employee, or agent certifying that the claim represents actual expenses for the services performed under this Contract.

5. **Professional Ability of Contractor and Standards of Performance:** Contractor

represents that it is qualified and licensed to perform the services to be done as required in this Contract. County relies upon the representations of Contractor regarding professional training, licensing, and ability to perform the services as a material inducement to enter into this Contract.

A. Services shall be provided by Contractor without the advice, control or supervision of County. Contractor shall have sole discretion and control of Contractor's services and the manner in which they are performed.

B. Acceptance of work or payment of invoice by County does not operate to release Contractor from any responsibility to perform work to professional standards.

C. Contractor shall provide properly skilled professional and technical personnel to perform all services under this Contract.

6. **Contractor's Books and Records:** Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to County for a minimum period of 5 years, or for any longer period required by law, following audit, or from the date of final payment to Contractor under this Contract, whichever is later.

A. Contractor shall maintain all documents and records which demonstrate performance under this Contract for a minimum period of 5 years, or for any longer period required by law, from the date of termination or completion of this Contract.

B. Any records or documents required to be maintained pursuant to this Contract shall be made available for inspection or audit at any time during regular business hours, upon written request by County Counsel or other designated representative of County. Copies of such documents shall be provided to County for inspection at the office of the requesting county officer unless it is impractical to do so; in which case the records shall be made available at Contractor's address indicated for receipt of notices in this Contract.

C. Where County has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment, or termination of Contractor's business, County may, on written request, require that custody of the records be given to County and that the records and documents be maintained by County at the Board of Supervisors offices. Access to such records and documents shall be granted to any party authorized by Contractor, Contractor's representatives, or Contractor's successor-in-interest.

7. **Independent Contractor:** Contractor is an independent contractor, not an employee of County. Nothing contained in this Contract, or any document executed in connection with this Contract, shall be construed to create an employer-employee, partnership or joint venture relationship between County and Contractor nor to allow County to exercise

Attachment: Draft Contract - Ambulance Housing Remodel [Revision 1] (9516 : Adopt Plans, Specifications and Working Details for Colusa

discretion or control over the manner in which Contractor performs the work or services that are the subject matter of this Contract; provided, however, the work or services to be provided by Contractor shall be provided in a manner consistent with reaching County's objectives in entering this Contract.

8. **Indemnity and Liability:** Each party shall indemnify, defend, and hold the other party and its directors, officers, employees, and agents harmless against any claims of any kind, arising or alleged to arise out of the willful misconduct, negligent acts, omissions, or violations of law by the party.

9. **Insurance:** Contractor, at its own cost, agrees to maintain, for the duration of this Contract, the following insurance policies with insurers possessing a Best's rating of no less than A:VII:

   A. **Workers' Compensation Coverage:** Contractor shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for its employees in accordance with the laws of the State of California. In addition, Contractor shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractors' employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by County at least 30 days prior to such change.

   B. **General Liability Coverage:** Contractor shall maintain commercial general liability insurance in an amount of not less than $1,000,000 per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Contract or the general aggregate limit shall be at least twice the required occurrence limit.

   C. **Automobile Liability Coverage:** Contractor shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the contractor arising out of or in connection with the work to be performed under this Contract, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than $1,000,000 for each accident for bodily injury or property damage.

   D. **Policy Endorsements:** All insurance, except workers' compensation, shall include an endorsement or an amendment to the policy of insurance:

      1) Naming County, its elected officials, officers, employees, agents and volunteers as additional named insureds with respect to liability arising out of any and all work performed by or on behalf of the Contractor under this Contract;

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Attachment: Draft Contract - Ambulance Housing Remodel [Revision 1] (9516 : Adopt Plans, Specifications and Working Details for Colusa

2) Providing that Contractor's insurance shall be the primary insurance as respects County, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by County, including any self-insured retention County may have, shall not be called upon to contribute to a loss covered by Contractor's insurance;

3) Providing the policy of insurance shall act for each insured and additional insureds as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company;

4) Providing that the insurer waives all rights of subrogation against County, its elected or appointed officers, officials, employees, agents or volunteers;

5) Providing any failure to comply with the reporting provisions of the policy of insurance shall not affect coverage provided to County, its elected or appointed officers, officials, employees agents, or volunteers;

6) Providing broad-form contractual liability coverage insuring contractor's indemnity obligations under this contract; and

7) Providing that coverage under the policy shall not be suspended, voided, reduced or cancelled in coverage or in limits without 30 days written notice certain to County.

E. **Deductibles and Self-insured Retentions:** Any deductibles or self-insured retentions must be declared to and approved by County before work begins. At County's option, Contractor shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

F. **Proof of Coverage:** At the time of execution of this contract, Contractor shall furnish County with copies of its insurance policies and endorsements affecting coverage required by this Contract.

10. **Performance Standards:** Contractor shall use the standard of care in its profession and comply with all applicable federal, state and local laws, codes, ordinances and regulations.

11. **Department of Industrial Relations Registration:** Contractors and subcontractors shall register with the California Department of Industrial Relations (DIR) pursuant to California Labor Code sections 1771.1 and 1725.5. Contractors and any subcontractors shall supply County with a copy of proof of registration at the time of execution of this Contract.

12. **Prevailing Wage:** This Contract is subject to prevailing wage rates. Copies of the prevailing rates or per diem wages applicable to this Project are available from the California Department of Labor Statistics and Research at www.dir.ca.gov/dlsr/PWD/index.htm or 455 Golden Gate Avenue, 9th Floor, San Francisco, California 94102 (415) 703-4780. Contractor is required to post a copy of the

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Attachment: Draft Contract - Ambulance Housing Remodel [Revision 1] (9516 : Adopt Plans, Specifications and Working Details for Colusa

wage rates on the job site. Any employee whose type of work is not covered by any of the classified wage rates shall be paid not less than the rate of wage listed for the classification which most nearly corresponds to the type of work to be performed. Pursuant to California Labor Code section 1775, Contractor, and any subcontractor, shall forfeit up to $200.00 per calendar day, or portion of a day, for each worker paid less than the prevailing rates for such work or craft, and the penalty shall be imposed and distributed pursuant to Section 1775.

13. **Payment Bond:** Pursuant to Chapter 5, of Title 3, of Part 6, of Division 4 of the California Civil Code, if the Contract compensation exceeds $25,000, Contractor shall, before commencement of any work, provide County with a payment bond equal to 100% of the compensation payable in accordance with this Contract to secure the Contractor's, and any subcontractor's, performance and provide coverage for the services to be provided pursuant to this Contract by Contractor and any subcontractor.

14. **Payroll Records:** Contractor and all subcontractors shall keep accurate payroll records as required by California Labor Code section 1776.

    A. Upon written request by County, Contractor and all subcontractors shall, within ten (10) calendar days, provide County with a certified copy of all payroll records kept pursuant to Section 1776.

    B. Pursuant to Section 1776(h), Contractor and all subcontractors will be assessed a penalty of $100.00 for each calendar day, or portion thereof, for each worker if a certified copy of the records subject to Section 1776 are not made available as required by section 22.B of this Contract.

    C. Contractors and any subcontractors shall furnish electronic payroll records to the California Labor Commissioner in accordance with California Labor Code section 1771.4.

15. **Licenses:** Contractor represents and warrants to County that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of Contractor to practice its trade and/or profession. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Contract, any licenses, permits, insurance, and approvals which are legally required of Contractor to practice its trade and/or profession.

16. **Controlling Law Venue**: This Contract is made in the County of Colusa, State of California. The parties specifically agree to submit to the jurisdiction of the Superior Court of California for the County of Colusa.

17. **Written Notification**: Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class mail. Any such notice, demand, etc., shall be addressed to the other party at the address set forth below. Either party may change its

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Attachment: Draft Contract - Ambulance Housing Remodel [Revision 1] (9516 : Adopt Plans, Specifications and Working Details for Colusa

address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to County: Insert the name and address of your department here with the main and facsimile telephone numbers. Be sure to include the contact person.

If to Contractor: Insert the name, address and telephone number of the other party here.

18. **Entire Contract**: This Contract constitutes the complete and exclusive statement of contract between County and Contractor. All prior written and oral communications, including **correspondence**, drafts, memoranda, and representations, are superseded in total by this Contract.

19. **Amendments**: This Contract may be modified or amended only by a written document executed by both Contractor and County and approved as to form by the County Counsel.

20. **Waiver**: No failure on the part of either party to exercise any right or remedy provided for by this Contract shall operate as a waiver of any other right or remedy that party may have.

21. **Execution**: This Contract may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties.

22. **Assignment & Subcontracting**: The parties recognize that a substantial inducement to County for entering into this Contract is the professional reputation, experience, and competence of Contractor. Assignments of any or all rights, duties or obligations of Contractor under this Contract will be permitted only with the express consent of County. Contractor shall not subcontract any portion of the work to be performed under this Contract without the written authorization of County. If County consents to such subcontract, Contractor shall be fully responsible to County for all acts or omissions of the subcontractor. Nothing in this Contract shall create any contractual relationship between County and subcontractor nor shall it create any obligation on the part of County to pay any monies due to any such subcontractor unless otherwise required by law.

23. **Termination**: This Contract may be terminated for the following reasons:

    A. Immediately for cause if either party violates any of the terms or provisions of this

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Attachment: Draft Contract - Ambulance Housing Remodel [Revision 1] (9516 : Adopt Plans, Specifications and Working Details for Colusa

Contract; or

B. By County without cause upon 15 days written notice of termination.

24. Partial Invalidity. If any provision of this Contract is held to be invalid, void, or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall not be affected or invalidated.

25. Attachments: All attachments referred to are incorporated and made part of the Contract. Attachments include:

A. Attachment "A" Scope of Work –
B. Attachment "B" Bid Worksheet

COUNTY OF COLUSA

_____Date:_____
_____, Board Chair

CONTRACTOR

_____Date:_____
Signature

_____
Printed Name and Title

APPROVED AS TO FORM

_____
Richard Stout, County Counsel

ATTEST: Wendy G. Tyler, Clerk of the Board of Supervisors

By

_____
Ann Nordyke, Deputy

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Attachment: Draft Contract - Ambulance Housing Remodel [Revision 1] (9516 : Adopt Plans, Specifications and Working Details for Colusa

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that Colusa County is requesting bids (RFB) from licensed contractors for the remodel of the Colusa Ambulance Housing Facility, located at 1259 Market St., Colusa CA, as more specifically detailed in the Project Specifications section of the Request for Bids (RFB). Bids must be received at the County Board Clerk's Office, 547 Market St., Suite 102 Colusa, California 95932 no later than 2:30 p.m. on Friday, January 19, 2024. There is a **mandatory** walk-through scheduled at the site on Tuesday, January 9, 2024 at 10:00 a.m. sharp.

The bid must be made on the bid forms furnished by the County. The RFB and Bid forms are available on the County website at www.countyofcolusa.org in the Bids & RFP's section.

Each bid shall be enclosed and submitted in a sealed envelope, bearing the project name, the bidder's name, contractor's license type and number, and expiration date.

The County of Colusa reserves the right to reject any bids.

Date:

ATTEST: Wendy G. Tyler
Clerk of the Board

_____
Ann Nordyke, Chief Deputy

Attachment: NOTICE TO BIDDERS - Ambulance Facility Remodel (9516 : Adopt Plans, Specifications and Working Details for Colusa

COUNTY OF COLUSA, CA

2.10

Request For County Board of Supervisors Action

MEETING DATE: December 19, 2023

DEPARTMENT: Purchasing and Procurement

FROM: Ann Nordyke

SUBJECT: Approve contract with Sacramento Behavioral Health Hospital (SBHH) for inpatient psychiatric services, effective July 1, 2023.

Approve contract with **Sacramento Behavioral Health Hospital (SBHH**) for inpatient psychiatric services, effective July 1, 2023.

Detailed Description/Background of request

Sacramento Behavioral Healthcare Hospital is a newly constructed state of the art 117 bed facility located near downtown Sacramento. SBHH offers a wide array of individualized mental health treatment services for teens, adults, and senior adults. Their comprehensive treatment program includes group therapy, medication management, education groups, and a variety of unique activities involving recreation, socialization, and expressive therapies. Once stabilized, SBHH provides discharge planning for the next level of follow-up care and support.

Behavioral Health requests to enter into a contract beginning on July 1st, 2023 through June 30th, 2024. The rate for services is $1,434 per day as determined by DHCS. The maximum contract compensation shall be $100,000 per fiscal year.

Prior Board Action

None

Fiscal Impact/Funding Source

Budgeted: 003-55270-713-0

Not to exceed $100,000 per fiscal year.

Action for the Clerk

Please obtain signatures and send to:

Wade Sturgeon
asm.contracts@sacramentobh.com

ATTACHMENTS:

- Sacramento Behavioral Health Hospital (SBHH) (DOCX)

C23-_____

CLINICAL AND MEDICAL PROFESSIONAL SERVICES CONTRACT

This clinical and medical services contract ("Contract") is between the County of Colusa ("County"), a political subdivision of the State of California and Sacramento Behavioral Health Hospital (SBHH) ("Contractor"), a Limited Liability company.

1. **Services to be Performed:** Contractor agrees at its own expense to furnish all equipment, labor and materials necessary to provide County with clinical and medical services**,** as more specifically detailed in Attachment "A."

2. **Term:** This Contract shall begin on July 1, 2023, and shall continue until all requested services are completed, but no later than June 30, 2024.

3. **Compensation:** County will pay Contractor compensation in the amount not to exceed $100,000 per fiscal year, as provided for in Attachment "A." Compensation will be paid in accordance with paragraph 4, Method of Payment.

4. **Method of Payment:** At the end of each month, Contractor shall provide County with an invoice for the services provided in the preceding month. Upon receipt of an invoice, County shall process payment to Contractor as provided for by County's established policies and procedures, and payment will be issued accordingly for undisputed invoices.

   A. Invoices shall:
   - **1)** Be prepared on Contractor's letterhead.
   - **2)** Bear Contractor's name as shown on the contract.
   - **3)** Bear the contract number.
   - **4)** Itemize the costs incurred.
   - **5)** Include a summary of the services provided.
   - **6)** Be signed by an authorized official, employee, or agent certifying that the claim represents actual expenses for the services performed under this Contract.

5. **Professional Ability of Contractor and Standards of Performance:** Contractor represents that it is qualified and licensed to perform the services to be done as required in this Contract. County relies upon the representations of Contractor regarding professional training, licensing, and ability to perform the services as a material inducement to enter into this Contract.

   A. Services shall be provided by Contractor without the advice, control or supervision of County. Contractor shall have sole discretion and control of Contractor's services and the manner in which they are performed.

   B. Acceptance of work or payment of invoice by County does not operate to release Contractor from any responsibility to perform work to professional standards.

   C. Contractor shall provide properly skilled professional and technical personnel to perform all services under this Contract.

Attachment: Sacramento Behavioral Health Hospital (SBHH) (9526 : Sacramento Behavioral Health Hospital (SBHH))

6. **Contractor's Books and Records:** Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to County for a minimum period of five (5) years, or for any longer period required by law, following audit, or from the date of final payment to Contractor under this Contract, whichever is later.

   A. Contractor shall maintain all documents and records which demonstrate performance under this Contract for a minimum period of five (5) years, or for any longer period required by law, from the date of termination or completion of this Contract.

   B. Any records or documents required to be maintained pursuant to this Contract shall be made available for inspection or audit at any time during regular business hours, upon written request by County Counsel or other designated representative of County. Copies of such documents shall be provided to County for inspection at the office of the requesting county officer unless it is impractical to do so; in which case the records shall be made available at Contractor's address indicated for receipt of notices in this Contract.

   C. Where County has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment, or termination of Contractor's business, County may, on written request, require that custody of the records be given to County and that the records and documents be maintained by County at the Board of Supervisors offices. Access to such records and documents shall be granted to any party authorized by Contractor, Contractor's representatives, or Contractor's successor-in-interest.

7. **Independent Contractor:** Contractor is an independent contractor, not an employee of County. Nothing contained in this Contract, or any document executed in connection with this Contract, shall be construed to create an employer-employee, partnership or joint venture relationship between County and Contractor nor to allow County to exercise discretion or control over the manner in which Contractor performs the work or services that are the subject matter of this Contract; provided, however, the work or services to be provided by Contractor shall be provided in a manner consistent with reaching County's objectives in entering this Contract.

8. **Indemnity and Liability:** Each party shall indemnify, defend, and hold the other party and its directors, officers, employees, and agents harmless against any claims of any kind, arising or alleged to arise out of the willful misconduct, negligent acts, omissions, or violations of law by the party.

9. **Insurance:** Contractor, at its own cost, agrees to maintain, for the duration of this Contract, the following insurance policies with insurers possessing a Best's rating of no less than A:VII:

Attachment: Sacramento Behavioral Health Hospital (SBHH) (9526 : Sacramento Behavioral Health Hospital (SBHH))

A. **Workers' Compensation Coverage:** Contractor shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for its employees in accordance with the laws of the State of California. In addition, Contractor shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractors' employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by County at least thirty (30) days prior to such change.

B. **General Liability Coverage:** Contractor shall maintain commercial general liability insurance in an amount of not less than one million dollars ($1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Contract or the general aggregate limit shall be at least twice the required occurrence limit.

C. **Automobile Liability Coverage:** Contractor shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the contractor arising out of or in connection with the work to be performed under this Contract, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than one million dollars ($1,000,000) for each accident for bodily injury or property damage.

D. **Professional Liability Insurance (Errors and Omissions):** Contractor shall maintain Professional Liability Insurance for Errors and Omissions coverage in an amount of not less than $2,000,000 in aggregate. The insurance coverage provided by Contractor shall contain language providing coverage for up to three 3 years following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is claims made.

E. **Policy Endorsements:** All insurance, except workers' compensation, shall include an endorsement or an amendment to the policy of insurance:

1) Naming County, its elected officials, officers, employees, agents and volunteers as additional named insureds with respect to liability arising out of any and all work performed by or on behalf of the Contractor under this Contract;

2) Providing that Contractor's insurance shall be the primary insurance as respects County, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by County, including any self-insured retention County may have, shall not be called upon to contribute to a loss covered by Contractor's insurance;

3) Providing the policy of insurance shall act for each insured and additional insureds as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company;

Attachment: Sacramento Behavioral Health Hospital (SBHH) (9526 : Sacramento Behavioral Health Hospital (SBHH))

4) Providing that the insurer waives all rights of subrogation against County, its elected or appointed officers, officials, employees, agents or volunteers;

5) Providing any failure to comply with the reporting provisions of the policy of insurance shall not affect coverage provided to County, its elected or appointed officers, officials, employees agents, or volunteers;

6) Providing broad-form contractual liability coverage insuring contractor's indemnity obligations under this contract; and

7) Providing that coverage under the policy shall not be suspended, voided, reduced or cancelled in coverage or in limits without thirty (30) days written notice certain to County.

F. **Deductibles and Self-insured Retentions:** Any deductibles or self-insured retentions must be declared to and approved by County before work begins. At County's option, Contractor shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

G. **Proof of Coverage:** At the time of execution of this contract, Contractor shall furnish County with copies of its insurance policies and endorsements affecting coverage required by this Contract.

10. **Performance Standards:** Contractor shall use the standard of care in its profession and comply with all applicable federal, state and local laws, codes, ordinances and regulations.

11. **Licenses:** Contractor represents and warrants to County that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of Contractor to practice its trade and/or profession. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Contract, any licenses, permits, insurance, and approvals which are legally required of Contractor to practice its trade and/or profession.

12. **Controlling Law Venue**: This Contract is made in the County of Colusa, State of California. The parties specifically agree to submit to the jurisdiction of the Superior Court of California for the County of Colusa.

13. **Written Notification**: Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class mail. Any such notice, demand, etc., shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

Attachment: Sacramento Behavioral Health Hospital (SBHH) (9526 : Sacramento Behavioral Health Hospital (SBHH))

	Colusa County Behavioral Health Director
If to County:	162 East Carson Street Colusa, CA 95932
	Sacramento Behavioral Healthcare Hospital
If to Contractor:	**1400 Expo Parkway** **Sacramento, CA 95815**

14. **Entire Contract**: This Contract constitutes the complete and exclusive statement of contract between County and Contractor. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Contract.

15. **Amendments**: This Contract may be modified or amended only by a written document executed by both Contractor and County and approved as to form by the County Counsel.

16. **Waiver**: No failure on the part of either party to exercise any right or remedy provided for by this Contract shall operate as a waiver of any other right or remedy that party may have.

17. **Execution**: This Contract may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties.

18. **Assignment & Subcontracting**: The parties recognize that a substantial inducement to County for entering into this Contract is the professional reputation, experience, and competence of Contractor. Assignments of any or all rights, duties or obligations of Contractor under this Contract will be permitted only with the express consent of County. Contractor shall not subcontract any portion of the work to be performed under this Contract without the written authorization of County. If County consents to such subcontract, Contractor shall be fully responsible to County for all acts or omissions of the subcontractor. Nothing in this Contract shall create any contractual relationship between County and subcontractor nor shall it create any obligation on the part of County to pay any monies due to any such subcontractor unless otherwise required by law.

19. **Termination**: This Contract may be terminated for the following reasons:

    A. Immediately for cause if either party violates any of the terms or provisions of this Contract; or

    B. By County without cause upon fifteen (15) days written notice of termination.

20. **Partial Invalidity**. If any provision of this Contract is held to be invalid, void, or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall not be affected or invalidated.

21. **Attachments:** All attachments referred to are incorporated and made part of the Contract.

Attachment: Sacramento Behavioral Health Hospital (SBHH) (9526 : Sacramento Behavioral Health Hospital (SBHH))

Attachments include:

A. Attachment - Exhibit "A" Scope of Work / Fees

COUNTY OF COLUSA

_____Date:_____
Kent S. Boes, Board Chair

APPROVED AS TO FORM

_____
Richard Stout, County Counsel

CONSULTANT

_____Date:_____
Signature

_____
Printed Name and Title

ATTEST: Wendy G. Tyler, Clerk of the Board of Supervisors

By _____
Patricia Rodriguez, Deputy

Attachment: Sacramento Behavioral Health Hospital (SBHH) (9526 : Sacramento Behavioral Health Hospital (SBHH))

C23-_____

EXHIBIT "A"
SCOPE OF SERVICES / FEES

Clinical and medical services which are generally recognized and accepted for the diagnosis and treatment of a behavioral disorder or psychological injury, as clinically necessary:

1) Semi-private room accommodations, including bed, board and related services.
2) Twenty-four hour nursing care.
3) Physical and mental examination for assessment and diagnosis.
4) Crisis intervention services.
5) Administration and supervision of the clinical use of psychotropic medications.
6) Group psychotherapy.
7) Art, recreational and vocational therapy.
8) Clinical laboratory services.
9) Social services.
10) Services of psychiatrist and/or psychologist.

Fees

Rate for services is $1,434 per day which represents an all-inclusive rate, including costs of any medical or psychiatric services provided.

Attachment: Sacramento Behavioral Health Hospital (SBHH) (9526 : Sacramento Behavioral Health Hospital (SBHH))

COUNTY OF COLUSA, CA

2.11

Request For County Board of Supervisors Action

MEETING DATE: December 19, 2023

DEPARTMENT: Purchasing and Procurement

FROM: Ann Nordyke

SUBJECT: Approve participation agreement with California Mental Health Services Authority for fiscal optimization program, effective November 1, 2023

Approve participation agreement with **California Mental Health Services Authority** for fiscal optimization program, effective November 1, 2023.

Detailed Description/Background of request

Behavioral Health is requesting to enter into an agreement with the California Mental Health Services Authority (CalMHSA) in order to participate in the development of fiscal tools for reporting and analysis of the department's fiscal positions.

CalMHSA will develop reporting and analysis tools and provide technical assistance to Behavioral Health for the new tools. The tools will help Behavioral Health track an manage all revenue sources, Intergovernmental Transfers (IGT) and County Fund Accounts (CFA). The new tools will also provide workforce management capabilities to track the efficiency of the staff time and services provided. The tools will help to prepare State fiscal reports in compliance to their requirements. The tools will also have capabilities to review, analyze and benchmark Medi-Cal fiscal data. Access to these newly developed tools will greatly increase the efficiency of completing Behavioral Health fiscal tasks. CalMHSA will also establish regular meetings to discuss a variety of topics and assist in the development and enhancement of the tools based on the needs of the Behavioral Health department's across the state. CalMHSA will be the administrators of the program.

The term of the agreement will be November 1, 2023 through October 1, 2024. The cost of this agreement is not to exceed $16,000.

Prior Board Action

None

Fiscal Impact/Funding Source

Budgeted 306-55280-306-0
Agreement will not exceed $16,000

Action for the Clerk

Please obtain signatures and send to:
CalMHSA
1610 Arden Way Ste. 175,
Sacramento CA, 95815

ATTACHMENTS:

- 4989-FO-2023-COC (DOCX)

Agreement No. 4989-FO-2023-COC
Fiscal Optimization Program
December 14, 2023

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY
PARTICIPATION AGREEMENT
FISCAL OPTIMIZATION PROGRAM
COVER SHEET

1. Colusa County ("Participant") desires to participate in the Program identified below.

   Name of Program: Fiscal Optimization Program

2. California Mental Health Services Authority ("CalMHSA") and Participant acknowledge that the Program will be governed by CalMHSA's Joint Powers Agreement and its Bylaws, and by this participation agreement. The following exhibits are intended to clarify how the provisions of those documents will be applied to this particular Program.

   ☑ Exhibit A Program Description and Funding

   ☑ Exhibit B General Terms and Conditions

3. The maximum amount payable under this Agreement is $16,000.00

4. Funds payable under this agreement are subject to reversion:

   ☐ Yes: Reversion Date _____

   ☑ No.

5. The term of the Program is November 1, 2023, through and including October 31, 2024.

6. Authorized Signatures:

CalMHSA

Signed: _____ Name (Printed): Dr. Amie Miller, Psy.D., MFT

Title: Executive Director Date: _____

Participant:

Signed: _____ Name (Printed): _____

Title: Chairman, Board of Supervisors Date: _____

Signed: _____ Name (Printed): _____

Title: County Counsel Date: _____

Attachment: 4989-FO-2023-COC [Revision 1] (9527 : CalMHSA Participation in Fiscal Optimization Program)

Signed: _____ Name (Printed): _____

Title: Director of Behavioral Health Date: _____

Attachment: 4989-FO-2023-COC [Revision 1] (9527 : CalMHSA Participation in Fiscal Optimization Program)

Participation Agreement
EXHIBIT A – PROGRAM DESCRIPTION

I. **Name of Program:** Fiscal Optimization Program

II. **Term of Program:** November 1, 2023, through and including October 31, 2024.

III. **Program Objective and Overview:** CalMHSA will assist participating counties with the development of electronic tools and the provision of technical assistance to track and manage revenue, intergovernmental transfers, workforce productivity and billing, contractor fiscal management, and fiscal reporting to align with State requirements.

IV. **Scope of Work**

CalMHSA will develop and provide reporting and analysis tools and technical assistance in the following areas:

- Tracking and managing state and federal revenue sources to include:
  - 1991 Realignment,
  - 2011 Realignment,
  - Mental Health Services Act, and
  - State and federal Medi-Cal payments.
- Tracking and managing Intergovernmental Transfers (IGT) and the County Fund Accounts (CFA);
- Workforce management and tracking including staff time spent on travel and documentation versus direct patient care for contract providers and county operated providers;
- Contractor fiscal management to include:
  - Contract billings compared to revenues generated by contractor, and
  - Contract maximums relative to contractor payments.
- Compliance with State fiscal reporting requirements;
- Review, analysis and benchmarking of Medi-Cal fiscal data in the following areas:
  - Comparative for services provided by the Behavioral Health Plan including comparison of revenues and services provided by individual contractors and county provided services;
  - Comparative to other Behavioral Health Plans.
- Establishing a virtual meetings cadence to address issues and provide consultation:
  - One-on-one monthly virtual meetings to discuss fiscal issues raised by the Behavioral Health Plan. Discussion topics may encompass all areas of Behavioral Health finance such as revenue projections, budget development, program expansions, etc., and are not limited to Medi-Cal;
  - Monthly virtual office hour with all counties to discuss global fiscal issues.
- Development of benchmarking reports within the Behavioral Health Plan as well as comparing each county to peers within the SmartCare environment.

Attachment: 4989-FO-2023-COC [Revision 1] (9527 : CalMHSA Participation in Fiscal Optimization Program)

Participation Agreement
EXHIBIT B – General Terms and Conditions

I. Definitions

The following words, as used throughout this Participation Agreement, shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:

A. CalMHSA – California Mental Health Services Authority, a Joint Powers Authority (JPA) created by counties in 2009 at the instigation of the California Mental Health Directors Association to jointly develop and fund mental health services and education programs.

B. Member – A County (or JPA of two or more Counties) that has joined CalMHSA and executed the CalMHSA Joint Powers Agreement.

C. Participant – Any County participating in the Program either as Member of CalMHSA or under a Memorandum of Understanding with CalMHSA.

D. Program – The program identified in the Cover Sheet.

II. Responsibilities

A. Responsibilities of CalMHSA:

1. Act as the Fiscal and Administrative agent for the Program.
2. As applicable, manage funds received consistent with the requirements of any applicable laws, regulations, guidelines and/or contractual obligations.
3. Provide regular fiscal reports to Participant and/or other public agencies with a right to such reports.
4. Comply with CalMHSA's Joint Powers Agreement and Bylaws.

B. Responsibilities of Participant:

1. Transfer of full funding amount for the Program as specified in Section V, Fiscal Provisions, below, which Participant will pay within 30 days of execution of this agreement.
2. Provide CalMHSA and any other parties deemed necessary with requested information and assistance in order to fulfill the purpose of the Program.
3. Responsible for any and all assessments, creation of individual case plans, and providing or arranging for services.
4. Cooperate by providing CalMHSA with requested information and assistance in order to fulfill the purpose of the Program.
5. Provide feedback on Program performance.
6. Comply with applicable laws, regulations, guidelines, contractual agreements, JPAs, and bylaws.

III. Duration, Term, and Amendment

A. The term of the Program is 12 months.

Attachment: 4989-FO-2023-COC [Revision 1] (9527 : CalMHSA Participation in Fiscal Optimization Program)

B. This Agreement may be supplemented, amended, or modified only by the mutual agreement of CalMHSA and the Participant, expressed in writing and signed by authorized representatives of both parties.

IV. Withdrawal, Cancellation, and Termination

A. Participant may withdraw from the Program and terminate the Participation Agreement upon six (6) months' written notice. Notice shall be deemed served on the date of mailing.

B. The withdraw of a Participant from the Program shall not automatically terminate its responsibility for its share of the expense and liabilities of the Program. The contributions of current and past Participants are chargeable for their respective share of unavoidable expenses and liabilities arising during the period of their participation.

C. Upon cancellation, termination, or other conclusion of the Program, any funds remaining undisbursed after CalMHSA satisfies all obligations arising from the administration of the Program shall be returned to Participant. Unused funds paid for a joint effort will be returned pro rata to Participant in proportion to payments made. Adjustments may be made if disproportionate benefit was conveyed on particular Participant. Excess funds at the conclusion of county-specific efforts will be returned to the particular County that paid them.

V. Fiscal Provisions

A. Funding required from Participant will not exceed the amount stated on the Cover Sheet, above.

B. Payment Terms – Transfer of full funding amount for the Program in the amount of $16,000.00, which Participant will pay within 30 days of execution of this agreement.

VI. Limitation of Liability and Indemnification

A. CalMHSA is responsible only for funds as instructed and authorized by participants. CalMHSA is not liable for damages beyond the amount of any funds which are identified on the cover page of this Agreement, without authorization or contrary to Participant's instructions.

B. CalMHSA is not undertaking responsibility for assessments, creation of case or treatment plans, providing or arranging services, and/or selecting, contracting with, or supervising providers (collectively, "mental health services"). Participant will defend and indemnify CalMHSA for any claim, demand, disallowance, suit, or damages arising from Participant's acts or omissions in connection with the provision of mental health services.

Attachment: 4989-FO-2023-COC [Revision 1] (9527 : CalMHSA Participation in Fiscal Optimization Program)

COUNTY OF COLUSA, CA

2.12

Request For County Board of Supervisors Action

MEETING DATE: December 19, 2023

DEPARTMENT: Purchasing and Procurement

FROM: Ann Nordyke

SUBJECT: Approve contract with Mesa Energy Systems, Inc., dba EMCOR Services to install a HVAC Mini Split system and electrical upgrade located at 251 E. Webster Street, Colusa.

Approve contract with **Mesa Energy Systems, Inc., dba EMCOR Services** to install a HVAC Mini Split system and electrical upgrade located at 251 E. Webster Street, Colusa.

Detailed Description/Background of request

The Public Health Division of DHHS has a room with four freezers to store vaccines. One of the freezers is not on a dedicated circuit causing the breaker to trip when staff uses other appliances. A dedicated circuit is needed to resolve this issue.

This room is overly warm due to the four large appliances and there fore needs to be cooled similar to an IT server room. An HVAC mini split will cool this area and alleviate the problem of excessive heat.

A RFB was published requesting bids for the vaccine storage room HVAC mini split and electrical upgrade. Three bids were received and reviewed by the Purchasing Agent and upon completion of the review the Purchasing Agent is recommending the Board approve a contract with Mesa Energy Systems Inc dba EMCOR Services for the work/upgrade.

Prior Board Action

October 24, 2023 approved plans, specification and working details (RFB)

Fiscal Impact/Funding Source

$22,195.00

Action for the Clerk

EMCOR Services
3633 Seaport Blvd.
West Sacramento, CA 95693

ATTACHMENTS:

- EMCOR Services Mesa Energy Systems, Inc (DOCX)

- Attachment A-Bid Worksheet (PDF)

C23-_____

DHHS Vaccine Storage Room
HVAC Mini Split & Electrical Upgrade

This public works construction contract ("Contract") is between the County of Colusa ("County"), a political subdivision of the State of California and Mesa Energy Systems, Inc., dba EMCOR Services ("Contractor"), a California Corporation. This is a public works contract subject to Department of Industrial Relations registration, and payment of prevailing wage.

1. **Services to be Performed:** Contractor agrees at its own expense to furnish all equipment, labor and materials necessary to provide County with construction services to install a HVAC Mini Split System and electrical upgrade located at 251 E. Webster Street, Colusa, California as more specifically detailed in Attachment "A." Additionally, all terms and conditions of the Request for Bids (RFB) and all documents submitted in response to the RFB are incorporated into the terms and conditions of this contract.

2. **Term:** This Contract shall begin upon full execution of this contract, and shall continue until all requested services are completed, but no later than 60 days from execution.

3. **Compensation:** County will pay Contractor compensation not to exceed $22,195.00, as provided for in Attachment "A." Compensation will be paid in accordance with paragraph 4, Method of Payment.

   A. **Retention for Contracts that Exceed $5,000:** Pursuant to California Public Contract Code section 9203(a), for public works contracts that exceed $5,000, an amount of 5% shall be withheld from the invoices submitted by the Contractor as retention money to be utilized in case of default or defective materials, equipment, supplies, work or service not rectified by the Contractor. The retention money shall be paid over to the Contractor upon the receipt of a Certificate of Completion.

4. **Method of Payment:** At the end of each month, Contractor shall provide County with an invoice for the services provided in the preceding month. Upon receipt of an invoice, County shall process payment to Contractor as provided for by County's established policies and procedures, and payment will be issued accordingly for undisputed invoices.

   A. **Invoices shall:**
      1) Be prepared on Contractor's letterhead.
      2) Bear Contractor's name as shown on the contract.
      3) Bear the contract number.
      4) Itemize the costs incurred.
      5) Include a summary of the services provided.
      6) Be signed by an authorized official, employee, or agent certifying that the claim represents actual expenses for the services performed under this Contract.

5. **Professional Ability of Contractor and Standards of Performance:** Contractor represents that it is qualified and licensed to perform the services to be done as required in this Contract. County relies upon the representations of Contractor regarding professional training, licensing, and ability to perform the services as a material inducement to enter

Attachment: EMCOR Services Mesa Energy Systems, Inc (9529 : Approve contract with EMCOR)

into this Contract.

A. Services shall be provided by Contractor without the advice, control or supervision of County. Contractor shall have sole discretion and control of Contractor's services and the manner in which they are performed.

B. Acceptance of work or payment of invoice by County does not operate to release Contractor from any responsibility to perform work to professional standards.

C. Contractor shall provide properly skilled professional and technical personnel to perform all services under this Contract.

6. **Contractor's Books and Records:** Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to County for a minimum period of 5 years, or for any longer period required by law, following audit, or from the date of final payment to Contractor under this Contract, whichever is later.

   A. Contractor shall maintain all documents and records which demonstrate performance under this Contract for a minimum period of 5 years, or for any longer period required by law, from the date of termination or completion of this Contract.

   B. Any records or documents required to be maintained pursuant to this Contract shall be made available for inspection or audit at any time during regular business hours, upon written request by County Counsel or other designated representative of County. Copies of such documents shall be provided to County for inspection at the office of the requesting county officer unless it is impractical to do so; in which case the records shall be made available at Contractor's address indicated for receipt of notices in this Contract.

   C. Where County has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment, or termination of Contractor's business, County may, on written request, require that custody of the records be given to County and that the records and documents be maintained by County at the Board of Supervisors offices. Access to such records and documents shall be granted to any party authorized by Contractor, Contractor's representatives, or Contractor's successor-in-interest.

7. **Independent Contractor:** Contractor is an independent contractor, not an employee of County. Nothing contained in this Contract, or any document executed in connection with this Contract, shall be construed to create an employer-employee, partnership or joint venture relationship between County and Contractor nor to allow County to exercise discretion or control over the manner in which Contractor performs the work or services that are the subject matter of this Contract; provided, however, the work or services to be provided by Contractor shall be provided in a manner consistent with reaching County's objectives in entering this Contract.

Attachment: EMCOR Services Mesa Energy Systems, Inc (9529 : Approve contract with EMCOR)

8. **Indemnity and Liability:** Each party shall indemnify, defend, and hold the other party and its directors, officers, employees, and agents harmless against any claims of any kind, arising or alleged to arise out of the willful misconduct, negligent acts, omissions, or violations of law by the party.

9. **Insurance:** Contractor, at its own cost, agrees to maintain, for the duration of this Contract, the following insurance policies with insurers possessing a Best's rating of no less than A:VII:

   A. Workers' Compensation Coverage: Contractor shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for its employees in accordance with the laws of the State of California. In addition, Contractor shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractors' employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by County at least 30 days prior to such change.

   B. General Liability Coverage: Contractor shall maintain commercial general liability insurance in an amount of not less than $1,000,000 per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Contract or the general aggregate limit shall be at least twice the required occurrence limit.

   C. Automobile Liability Coverage: Contractor shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the contractor arising out of or in connection with the work to be performed under this Contract, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than $1,000,000 for each accident for bodily injury or property damage.

   D. Policy Endorsements: All insurance, except workers' compensation, shall include an endorsement or an amendment to the policy of insurance:

      1) Naming County, its elected officials, officers, employees, agents and volunteers as additional named insureds with respect to liability arising out of any and all work performed by or on behalf of the Contractor under this Contract;

      2) Providing that Contractor's insurance shall be the primary insurance as respects County, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by County, including any self-insured retention County may have, shall not be called upon to contribute to a loss covered by Contractor's insurance;

      3) Providing the policy of insurance shall act for each insured and additional

Attachment: EMCOR Services Mesa Energy Systems, Inc (9529 : Approve contract with EMCOR)

insureds as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company;

4) Providing that the insurer waives all rights of subrogation against County, its elected or appointed officers, officials, employees, agents or volunteers;

5) Providing any failure to comply with the reporting provisions of the policy of insurance shall not affect coverage provided to County, its elected or appointed officers, officials, employees agents, or volunteers;

6) Providing broad-form contractual liability coverage insuring contractor's indemnity obligations under this contract; and

7) Providing that coverage under the policy shall not be suspended, voided, reduced or cancelled in coverage or in limits without 30 days written notice certain to County.

E. Deductibles and Self-insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by County before work begins. At County's option, Contractor shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

F. Proof of Coverage: At the time of execution of this contract, Contractor shall furnish County with copies of its insurance policies and endorsements affecting coverage required by this Contract.

10. Performance Standards: Contractor shall use the standard of care in its profession and comply with all applicable federal, state and local laws, codes, ordinances and regulations.

11. Department of Industrial Relations Registration: Contractors and subcontractors shall register with the California Department of Industrial Relations (DIR) pursuant to California Labor Code sections 1771.1 and 1725.5. Contractors and any subcontractors shall supply County with a copy of proof of registration at the time of execution of this Contract.

12. Prevailing Wage: This Contract is subject to prevailing wage rates. Copies of the prevailing rates or per diem wages applicable to this Project are available from the California Department of Labor Statistics and Research at www.dir.ca.gov/dlsr/PWD/index.htm or 455 Golden Gate Avenue, 9th Floor, San Francisco, California 94102 (415) 703-4780. Contractor is required to post a copy of the wage rates on the job site. Any employee whose type of work is not covered by any of the classified wage rates shall be paid not less than the rate of wage listed for the classification which most nearly corresponds to the type of work to be performed. Pursuant to California Labor Code section 1775, Contractor, and any subcontractor, shall forfeit up to $200.00 per calendar day, or portion of a day, for each worker paid less than the prevailing rates for such work or craft, and the penalty shall be imposed and distributed pursuant to Section 1775.

13. Payment Bond: Pursuant to Chapter 5, of Title 3, of Part 6, of Division 4 of the California

Attachment: EMCOR Services Mesa Energy Systems, Inc (9529 : Approve contract with EMCOR)

Civil Code, if the Contract compensation exceeds $25,000, Contractor shall, before commencement of any work, provide County with a payment bond equal to 100% of the compensation payable in accordance with this Contract to secure the Contractor's, and any subcontractor's, performance and provide coverage for the services to be provided pursuant to this Contract by Contractor and any subcontractor.

14. **Performance Bond:** A performance bond is required in order to ensure completion of the work required under this Contract in the amount of one hundred (100) percent of the Contract price.

15. **Payroll Records:** Contractor and all subcontractors shall keep accurate payroll records as required by California Labor Code section 1776.

    A. Upon written request by County, Contractor and all subcontractors shall, within ten (10) calendar days, provide County with a certified copy of all payroll records kept pursuant to Section 1776.

    B. Pursuant to Section 1776(h), Contractor and all subcontractors will be assessed a penalty of $100.00 for each calendar day, or portion thereof, for each worker if a certified copy of the records subject to Section 1776 are not made available as required by section 15 A of this Contract.

    C. Contractors and any subcontractors shall furnish electronic payroll records to the California Labor Commissioner in accordance with California Labor Code section 1771.4.

16. **Licenses:** Contractor represents and warrants to County that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of Contractor to practice its trade and/or profession. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Contract, any licenses, permits, insurance, and approvals which are legally required of Contractor to practice its trade and/or profession.

17. **Controlling Law Venue**: This Contract is made in the County of Colusa, State of California. The parties specifically agree to submit to the jurisdiction of the Superior Court of California for the County of Colusa.

18. **Written Notification**: Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class mail. Any such notice, demand, etc., shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

Attachment: EMCOR Services Mesa Energy Systems, Inc (9529 : Approve contract with EMCOR)

If to County:	County of Colusa Department of Health and Human Services Attn: Director 251 E. Webster St. Colusa, CA 95932
If to Contractor:	EMCOR Services Mesa Energy Systems, Inc. 3633 Seaport Blvd. West Sacramento, CA 95693

19. **Entire Contract**: This Contract constitutes the complete and exclusive statement of contract between County and Contractor. All prior written and oral communications, including **correspondence**, drafts, memoranda, and representations, are superseded in total by this Contract.

20. **Amendments**: This Contract may be modified or amended only by a written document executed by both Contractor and County and approved as to form by the County Counsel.

21. **Waiver**: No failure on the part of either party to exercise any right or remedy provided for by this Contract shall operate as a waiver of any other right or remedy that party may have.

22. **Execution**: This Contract may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties.

23. **Assignment & Subcontracting**: The parties recognize that a substantial inducement to County for entering into this Contract is the professional reputation, experience, and competence of Contractor. Assignments of any or all rights, duties or obligations of Contractor under this Contract will be permitted only with the express consent of County. Contractor shall not subcontract any portion of the work to be performed under this Contract without the written authorization of County. If County consents to such subcontract, Contractor shall be fully responsible to County for all acts or omissions of the subcontractor. Nothing in this Contract shall create any contractual relationship between County and subcontractor nor shall it create any obligation on the part of County to pay any monies due to any such subcontractor unless otherwise required by law.

24. **Termination**: This Contract may be terminated for the following reasons:

    A. Immediately for cause if either party violates any of the terms or provisions of this Contract; or

    B. By County without cause upon 15 days written notice of termination.

25. **Partial Invalidity**. If any provision of this Contract is held to be invalid, void, or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall not be affected or invalidated.

26. **Attachments:** All attachments referred to are incorporated and made part of the Contract.

Attachment: EMCOR Services Mesa Energy Systems, Inc (9529 : Approve contract with EMCOR)

C23-_____

Attachments include:

A. Attachment "A" Bid Worksheet

COUNTY OF COLUSA

_____Date:_____
Kent S. Boes, Board Chair

APPROVED AS TO FORM

_____
Richard Stout, County Counsel

CONTRACTOR

_____Date:_____
Signature

_____
Printed Name and Title

ATTEST: Wendy G. Tyler, Clerk of the Board of Supervisors

By _____
Patricia Rodriguez, Deputy

Attachment: EMCOR Services Mesa Energy Systems, Inc (9529 : Approve contract with EMCOR)

ATTACHMENT "A"

BID WORKSHEET
DHHS Vaccine Storage Room HVAC Mini Split & Electrical Upgrade

NAME Mesa Energy Systems, Inc.

ADDRESS 3633 Seaport Blvd. or 126 4th St. Colusa, CA 95932

CITY West Sacramento STATE CA ZIP CODE 95691 PHONE 916-636-1825

DIR #: 1000002425 exp:06/30/2023 Contractor License # 611215

ITEM	PRODUCT	PRICE
1	HVAC Fujitsu Model #ASUHH36LPAS Mini Split System Materials	$ 9,390.00
2	HVAC Mini Split System Installation/Labor	$ 7,352.12
3	Electrical Upgrade Materials	$ 1,500.00
4	Electrical Upgrade Installation/Labor	$ 3,000.00
	CA SALES TAX 8.75% ON APPLICABLE ITEMS	$ 952.88
	SUBTOTAL	$ 22,195.00
	LABOR	$ 0.00
	GRAND TOTAL	$ 22,195.00

STATE IF COMPANY MEETS THE REQUIREMENTS AS A "LOCAL BUSINESS" AS STATED ON PAGES 5 & 6: X YES _____ NO

126 4th St. Colusa, CA 95932
3633 Seaport Blvd West Sacramento, CA **VENDOR**

Signature

Leon Rua, Senior Vice President
Name (Printed or Typed)

The type of business entity (i.e., corporation, partnership, sole proprietor, etc.) and any applicable registered contractor's license name and number shall be included on the Bid Worksheet. The Bid Worksheet must be signed by the owner or officer of the vendor authorized to enter into a legally binding contract.

This bid is made this 10 day of November, 2023.

Attachment: Attachment A-Bid Worksheet (9529 : Approve contract with EMCOR)

EMCOR Services
Mesa Energy Systems, Inc.
3633 Seaport Blvd. ● West Sacramento, CA 95691 ● (916) 636-1825
License #611215 exp 1/31/24 ● B, C-4, C-7, C-10, C-20, C 36, C38, C46 ● DIR#1000002425 exp 6/30/24

November 10, 2023

Colusa County
Department of Heath and Human Services
251 E. Webster Street
Colusa CA. 95932

Attn: **Colusa County**

Mesa Energy Systems, Inc., (dba EMCOR Services Mesa Energy) is pleased to submit the following scope of work:
Install (1) Fujitsu Ductless Heat Pump System and Upgrade Electrical per RFB
All work to be accomplished during normal business hours unless otherwise noted in the scope of work.

Scope of Work: Per RFB

1. Install system fan coil wall mounted in room with vaccine freezers. (13'x 13') 8 ft ceiling
2. Install outside condensing unit on prefab pad.
3. Install new line set at an estimated 70' from head unit out to the south side of building.
4. Install line set cover over all exposed line set and make sure it is properly insulated.
5. Install Gobi external mount pump.
6. Vacuum down system to manufacture specs.
7. Pressurize the system to manufacture specs and make sure system is running properly.
8. Electrical:
9. Install 30-amp feed from power panel to the disconnect outside.
10. Install (l) 2 pole 30-amp breaker.
11. Install (1) 2 pole 30-amp disconnect.
12. **Additional Electrical:**
13. Run a dedicated 20-amp circuit to an existing vaccine freezer.
14. Re-route existing 20-amp feed running an existing vaccine freezer into another room or the back side of where the outlet is now.
15. **Core Drilling through Brick wall included.**

Total Cost ..... **$ 22,195.00**

Clarifications and Assumptions:

1) Mesa Energy Systems will be provided unfettered access to all work areas.
2) All fieldwork to be performed by Union mechanical technicians certified to perform such work.
3) Material / Equipment pricing included in the total cost is based on existing pricing and availability. Any increases at the time of order due to project timelines will be added to the project total cost.
4) Mesa Energy Systems, Inc. and their subs will not work on energized electrical systems. Before we perform a shutdown, our Method of Procedure (MOP) will be communicated.
5) Our proposal is based on the assumption that work will flow in a continuous uninterrupted scheduled service repair with adequate time allowed for all work in the construction schedule. Work stoppages and work requested to be performed in a non-continuous or compressed manner may result in additional cost.

Attachment: Attachment A-Bid Worksheet (9529 : Approve contract with EMCOR)

EMCOR Services
Mesa Energy Systems, Inc.
3633 Seaport Blvd. ● West Sacramento, CA 95691 ● (916) 636-1825
License #611215 exp 1/31/24 ● B, C-4, C-7, C-10, C-20, C 36, C38, C46 ● DIR#1000002425 exp 6/30/24

Exclusions:

- Any structural upgrades to support new equipment pads and curbs.
- Seismic upgrades or engineering.
- Permits, plans, OSPD and/or title 24 documentation.
- Work outside the above scope of work.
- Electrical, Plumbing & Controls.
- Conditions of existing systems.
- We exclude corrections of existing code violations, if any exist.
- Waiver of subrogation.
- Performance & security bonds.
- Smoke detectors.
- Any and all asbestos & hazardous material.
- Connection to fire / life safety panel(s).

Warranty: One (1) year on parts and labor warranty from the date of delivery unless the manufacturer's warranty is for a shorter period in which case the shorter period will apply. Contractor warrants parts and equipment not manufactured by it only to the extent that Contractor is able to enforce liability against the manufacturer. Warranty excluded on existing system components, permits and engineering.

Subsequently if it is determined that repairs are necessary during the warranty period (or time) in order to maintain the proper operation of the equipment, it is the customer's responsibility to ensure that those recommendations are completed in a timely manner otherwise the warranty will be void. The above referenced price will be held firm for a period of thirty (30) days from the date of this proposal.

Terms and Conditions The Terms and Conditions attached hereto as Exhibit A, are incorporated into this agreement.

This proposal, including but not limited to pricing and schedule, is made contingent upon the work addressed herein not being adversely affected, either directly or indirectly, by the COVID-19 pandemic and/or the Corona virus. This proposal is further conditioned upon the parties agreeing, prior to beginning of any work and in writing as part of any contract/subcontract, that any (i) schedule issues (including, but not limited to, delay, acceleration, compression, interference, hindrance), (ii) overtime hours or added resources to perform work, (iii) shortages (whether as to labor, subcontracted services, materials, or supplies), (iv) change orders, extra work, or extra costs, or (v) inefficiency and impacts relating to the foregoing, that arise as a result of the COVID-19 pandemic or Corona virus will entitle contractor to a change order equitably addressing impacts to its time for performance and costs.

Please contact me at 916-662-0013 or email me at rdahm@emcor.net should you have any questions or would like additional information on how EMCOR Services / Mesa Energy Systems, Inc. may serve you.

Sincerely,

Randy Dahm

Randy Dahm
Account Manager
Mesa Energy Systems, Inc.

Customer Acceptance:

Signature:

Print Name:

Title
Date:

Attachment: Attachment A-Bid Worksheet (9529 : Approve contract with EMCOR)

EMCOR Services
Mesa Energy Systems, Inc.
3633 Seaport Blvd. ● West Sacramento, CA 95691 ● (916) 636-1825
License #611215 exp 1/31/24 ● B, C-4, C-7, C-10, C-20, C 36, C38, C46 ● DIR#1000002425 exp 6/30/24

Terms and Conditions:

A. Unless stated otherwise in this agreement, services provided under this agreement will be performed during normal working hours of 7 a.m. to 5 p.m., Monday through Friday.

B. The guarantees and services provided under the scope of this agreement are conditioned upon ***COLUSA COUNTY*** operating and maintaining systems/equipment. ***COLUSA COUNTY*** will do so in according to industry-accepted practices, or in consideration of our recommendations.

C. ***COLUSA COUNTY*** will provide and permit reasonable access to all areas where work is to be performed. EMCOR Service will be allowed to start and stop equipment as necessary to perform its services and be permitted use of existing facilities and building services.

D. Any repairs or services resulting from power failures, freezing, roof leaks through curbs or equipment, or air side corrosion will be paid for by the ***COLUSA COUNTY*** in accordance with EMCOR Service's currently established rates.

E. The agreement does not include responsibility for system design deficiencies, such as, but not limited to poor air distribution, water flow imbalances, system equipment and component obsolescence, electrical failures, unserviceable equipment, and operating the system(s), unless otherwise stated in this Agreement.

F. EMCOR Service will not be liable for delays or failure to obligate due to fire, flood, strike, lockout, freezing, unavailability of material, riots, acts of god, or any cause beyond reasonable control.

G. EMCOR Service is not responsible for the removal or disposal of any hazardous materials or any cost associated with these materials unless otherwise noted in this Agreement.

H. The agreement does not include repairing any damage resulting from improper/inadequate water treatment or filter service not supplied by EMCOR Service.

I. This agreement does not include any services occasioned by improper operation, negligence, vandalism, or alterations, modifications, abuse, or misuse, or repairs to equipment not performed by EMCOR Service. Unless otherwise agreed, also excluded is the furnishing of materials and supplies for painting or refurbishing existing equipment.

J. EMCOR Service shall not be required to furnish any items of equipment, labor, or make special tests recommended or required by insurance companies, Federal State Municipal or other authorities except as otherwise included in this Agreement.

K. In the event either party must commence a legal action in order to enforce any rights under this contract, the successful party shall be entitled to all court costs and reasonable attorney's fees as determined by the court for prosecuting and defending the claim, as the case may be.

L. EMCOR Service shall not be liable for the operation of the equipment nor for injuries to persons or damage to property, except those directly due to the negligent acts or omissions of its employees and in no event shall it be liable for consequential or speculative damages. It shall not be liable for expense incurred in removing, replacing or refinishing any part of the building structure necessary to the execution of this Agreement. It shall not be held liable for any loss by reason of strikes or labor troubles affecting its employees who perform the service called for herein, delays in transportation, delays caused by priority or preference rating, or orders or regulations established by any government, authority, or by unusual delays in procuring supplies or for any other cause beyond its reasonable control.

M. Only EMCOR Service's personnel or agent are authorized to perform the work included in the scope of this agreement. EMCOR Service may, at its option, cancel or waive its obligations under this Agreement should non-authorized individuals perform such work.

N. This Agreement and all rights hereunder shall not be assignable unless approved by EMCOR Service. In the event of additional freight, labor, or material costs resulting from a ***COLUSA COUNTY*** request to avoid delays with respect to equipment warranties, or accelerated delivery of parts and supplies, the Customer agrees to pay these additional costs at EMCOR Service's currently established rates.

O. EMCOR Service's scope of work shall not include the identification, detection, abatement, encapsulation or removal of asbestos or products or materials containing asbestos or similar hazardous substances. In the event EMCOR Service encounters such material in performing its work, EMCOR Service will have the right to discontinue work and remove its employees until the hazard is corrected or its determined no hazard exists. Customer shall defend, indemnify, and hold harmless Contractor from any claims, damages, losses or expenses, including but not limited to, reasonable attorney Fees, arising out of or resulting from this article.

P. This Agreement contains the entire Contract and the parties hereby agree that this Agreement has been agreed to and the entire Agreement is then accepted and approved by an authorized person for both parties, and no statement, remark, agreement or, understanding, oral or written, not contained herein, will be recognized or enforced. The parties agree that signature pages transmitted via fax or pdf e-mail shall constitute original signatures, and fully bind each signatory.

Q. This agreement does not include the disposal of hazardous waste, any charges incurred for their proper disposal will be born by the customer as an extra to the contract price.

R. The ***COLUSA COUNTY*** agrees that in the event that there shall have been passed a federal and/or state law which shall compel EMCOR Service to contribute to a federal and/or state health plan for its employees, then the terms of this Agreement shall be subject to adjustment to the extent that the cost of such mandated contributions increase by EMCOR Service's cost of performing this contract.

S. The ***COLUSA COUNTY*** acknowledges and agrees that any purchase order issued by ***COLUSA COUNTY***, in accordance with this Agreement, is intended only to establish payment authority for ***COLUSA COUNTY*** internal accounting purposes. No purchase order shall be considered to be a counteroffer, amendment, modification, or other revision to the terms of this agreement. No term or condition included in the ***COLUSA COUNTY*** purchase order will have any force or effect.

Attachment: Attachment A-Bid Worksheet (9529 : Approve contract with EMCOR)

ATTACHMENT "A"

SUB-CONTRACTOR'S LIST

Sub-Contractor Name	Department of Industrial Relations(DIR) Registration#	Address	Description of Portion of Work Subcontracted
Cross Electric Company	#1000034366	714 11th St. Colusa, CA 95932	Install 30-amp feeder for mini-split located outside of server room, install (1) 2-pole 30 amp breaker, install (1) 2-pole, 20 amp disconnect, install conduit and wire from electrical panel to disconnect, reroute and relocate 20-amp circuit for vaccine refrigeration, install (1) dedicated circuit for existing vaccine freezer.

Attachment: Attachment A-Bid Worksheet (9529 : Approve contract with EMCOR)

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)

Mesa Energy Systems, Inc.
3633 Seaport Blvd.
West Sacramento, CA 95691

SURETY:
(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183
Mailing Address for Notices
One Tower Square
Hartford, CT 06183

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)

County of Colusa
547 Market Street Suite 102
Colusa, CA 95932

BOND AMOUNT: $ 10% Ten Percent of Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)

Department of Health & Human Services
Vaccine Storage Room
HVAC Mini Split & Electrical Upgrade

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 6th day of November, 2023

(Witness)

Mesa Energy Systems, Inc.
(Principal) *(Seal)*

(Title) Brad Cox, SVP of Operations

(Witness)

Travelers Casualty and Surety Company of America
(Surety) *(Seal)*

(Title) Camille Maitland Attorney-in-Fact

S-0054/AS 8/10

Attachment: Attachment A-Bid Worksheet (9529 : Approve contract with EMCOR)

ATTACHMENT "A"

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT Civil Code § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
) ss
County of Alameda)

On 11/9/23, before me, Marika Blaze Johnson, Notary Public, personally appeared Bradley Cox, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

MARIKA BLAZE JOHNSON
Notary Public - California
Alameda County
Commission # 2370895
My Comm. Expires Aug 15, 2025

Signature: _____, Notary Public

(Seal)

Attachment: Attachment A-Bid Worksheet (9529 : Approve contract with EMCOR)

ATTACHMENT "A"

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Camille Maitland** of **UNIONDALE**, **New York**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 6th day of November , 2023 .

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

Attachment: Attachment A-Bid Worksheet (9529 : Approve contract with EMCOR)

ACKNOWLEDGMENT OF SURETY COMPANY

STATE OF NEW YORK }

COUNTY OF NASSAU }

On this November 6, 2023, before me personally came Camille Maitland to me known, who, being by me duly sworn, did depose and say; that he/she resides in Nassau County, State of New York that he/she is the Attorney-In-Fact of the Travelers Casualty and Surety Company of America the corporation described in which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by the Board of Directors of said corporation; and that he/she signed his/her name thereto by like order; and the affiant did further depose and say that the Superintendent of Insurance of the State of New York, has pursuant to Section 1111 of the Insurance Law of the State of New York, issued to Travelers Casualty and Surety Company of America (Surety) his/her certificate of qualification evidencing the qualification of said Company and its sufficiency under any law of the State of New York as surety and guarantor, and the propriety of accepting and approving it as such; and that such certificate has not been revoked.

Notary Public

Amy Tarazona
Notary Public-State of New York
No. 01TA0013151
Qualified in Nassau County
Commission Expires 09/06/2027

NY acknowledgement

Attachment: Attachment A-Bid Worksheet (9529 : Approve contract with EMCOR)

ATTACHMENT "A"

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF DECEMBER 31, 2022

CAPITAL STOCK $ 6,480,000

ASSETS		LIABILITIES & SURPLUS	
BONDS	$ 4,788,996,790	LOSSES	$ 1,385,257,132
STOCKS	102,639,111	LOSS ADJUSTMENT EXPENSES	133,864,803
CASH AND INVESTED CASH	20,110,068	COMMISSIONS	55,456,724
OTHER INVESTED ASSETS	5,661,540	OTHER EXPENSES	49,033,047
SECURITIES LENDING REINVESTED COLLATERAL ASSETS	25,805,872	TAXES, LICENSES AND FEES	16,807,425
INVESTMENT INCOME DUE AND ACCRUED	42,265,766	REINSURANCE PAYABLE ON PAID LOSSES AND LOSS ADJ EXPENSES	(1,738,793)
PREMIUM BALANCES	308,425,453	UNEARNED PREMIUMS	1,394,161,189
REINSURANCE RECOVERABLE	57,954,515	ADVANCE PREMIUM	3,880,400
NET DEFERRED TAX ASSET	68,131,600	POLICYHOLDER DIVIDENDS	18,122,229
CURRENT FEDERAL AND FOREIGN INCOME TAXES RECOVERABLE AND INTEREST	3,250,318	CEDED REINSURANCE NET PREMIUMS PAYABLE	73,928,911
GUARANTY FUNDS RECEIVABLE OR ON DEPOSIT	1,059,482	AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	23,586,276
RECEIVABLE FROM PARENTS, SUBSIDIARIES AND AFFILIATES	14,866,600	REMITTANCES AND ITEMS NOT ALLOCATED	5,082,055
OTHER ASSETS	963,374	PROVISION FOR REINSURANCE	6,464,384
		PAYABLE FOR SECURITIES LENDING	25,805,872
		RETROACTIVE REINSURANCE RESERVE ASSUMED	785,441
		OTHER ACCRUED EXPENSES AND LIABILITIES	188,614
		TOTAL LIABILITIES	$ 3,190,685,707
		CAPITAL STOCK	$ 6,480,000
		PAID IN SURPLUS	433,803,760
		OTHER SURPLUS	1,809,161,022
		TOTAL SURPLUS TO POLICYHOLDERS	$ 2,249,444,782
TOTAL ASSETS	$ 5,440,130,489	TOTAL LIABILITIES & SURPLUS	$ 5,440,130,489

STATE OF CONNECTICUT)

COUNTY OF HARTFORD) SS.

CITY OF HARTFORD)

MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS VICE PRESIDENT – FINANCE, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 31ST DAY OF DECEMBER, 2022.

Michael J Doody

VICE PRESIDENT – FINANCE

NOTARY PUBLIC

SUBSCRIBED AND SWORN TO BEFORE ME THIS
17TH DAY OF MARCH, 2023

SUSAN M. WEISSLEDER
Notary Public
My Commission Expires November 30, 2027

SUSAN M. WEISSLEDER NOTARY PUBLIC CONNECTICUT

Attachment: Attachment A-Bid Worksheet (9529 : Approve contract with EMCOR)

COUNTY OF COLUSA, CA

2.13

Request For County Board of Supervisors Action

MEETING DATE: December 19, 2023

DEPARTMENT: Purchasing and Procurement

FROM: Ann Nordyke

SUBJECT: **Ratify 4th Modification with Traditions Psychiatry Group, P.C., dba Traditions Behavioral Health, f/k/a Traditions Psychology Group, Inc,. for contractor to provide through its registry a psychiatrist currently licensed by the State of California and board certified in Psychiatry and Neurology.**

Ratify 4th Modification with **Traditions Psychiatry Group, P.C., dba Traditions Behavioral Health, f/k/a Traditions Psychology Group, Inc.** for contractor to provide through its registry a psychiatrist currently licensed by the State of California and board certified in Psychiatry and Neurology.

Detailed Description/Background of request

Behavioral Health is requesting a fourth modification to the contract with Traditions Behavioral Health in order to add a Medical Director position and Medication Assisted Treatment services.

Traditions Behavioral Health provides the County with psychiatric services. A major component of the services that Behavioral Health offers the community is psychiatric evaluation for medication intervention and the follow up with those clients deemed to benefit from this course of treatment.

This contractor has presented to the Behavioral Health Department a Psychiatrist that is certified to perform all of the duties and mandates the department requires, rather than having different disciplines handled by multiple people.

This requests will add the Medical Director rate of $290 per hour but will not increase the overall contract limit due to the consolidation of services that will be done after the Medical Director is on boarded.

Because of the vendor's need to secure the psychiatrists commitment, and the long standing need for medical director services, the CAO agreed to execute a contract amendment in mid-November and present to the Board for ratification. Unfortunately, the actual document was not signed until she returned from vacation. Services have been being provided since November 15th. We are now seeking ratification of that action.

Prior Board Action
C21-119, C22-004, C22-086 and C23-150

Fiscal Impact/Funding Source
003-53180-713-0 Budgeted
Not to exceed $663,000 per fiscal year.

Action for the Clerk
Traditions Psychology Group, Inc.
Attention: David Spaccarelli, CEO
900 Larkspur Landing Circle, Suite 160
Larkspur, CA 94939

ATTACHMENTS:

- PENDING Traditions Psychiatry Group (PDF)
- C23-150 3rd Mod. Traditions Psychology Group, Inc. dba Traditions Behavioral Health (PDF)
- C22-086 2nd Mod. - Traditions Psychology Group, Inc. dba Traditions Behavioral Health (PDF)
- C22-004 1st Mod Traditions Psychology Group, Inc. dba Traditions Behavioral Health (PDF)
- C21-119 Traditions Psychology Group dba Traditions Behavioral Health (PDF)

Fourth Modification Staff Psychiatrist Services Contract (C21-119)

This Fourth Modification of Staff Psychiatrist Services Contract (C21-119) is between Colusa County ("County"), a political subdivision of the State of California, and Traditions Psychiatry Group, P.C., dba Traditions Behavioral Health, f/k/a Traditions Psychology Group, Inc., ("Contractor").

Background

On June 22, 2021, the parties executed Contract C21-119 for Contractor to provide through its registry a psychiatrist currently licensed by the State of California and board certified in Psychiatry and Neurology.

On January 4, 2022, the parties executed the 1st Modification (C22-004) increasing the Compensation, rate per hour and Attachment A Scope of Services to increase service hours per week.

On May 24, 2022, the parties executed the 2nd Modification (C22-086) extending the term, increasing the total compensation per fiscal year and modified the rate per hour.

On July 1, 2023, the parties executed the 3rd Modification (C23-150) extending the term, modifying the rate per hour and updating Contractor's address.

Modification

The parties agree to modify the Contract effective November 15, 2023 as follows:

1. Section 3, Compensation of the contract is modified to include the rate per hour as follows:
   - $290 per hour for Medical Director services performed by a psychiatrist, including oversight of the Medication Assisted Treatment program.

COUNTY OF COLUSA

Wendy G. Tyler **Date:** 12/6/23
Wendy G. Tyler, CAO/Purchasing Agent

APPROVED AS TO FORM:

Richard Stout, County Counsel

TRADITIONS PSYCHOLOGY GROUP, INC. DBA TRADITIONS BEHAVIORAL HEALTH

_____ **Date:** _____
Signature

_____
Printed Name and Title

ATTEST: Wendy G. Tyler, Clerk of the Board of Supervisors

_____
Patricia Rodriguez, Deputy Clerk

Attachment: PENDING Traditions Psychiatry Group (9531 : Ratify 4th Modification with Traditions Psychiatry Group)

C23-150

Third Modification Staff Psychiatrist Services Contract (C21-119)

This Third Modification of Staff Psychiatrist Services Contract (C21-119) is between Colusa County (County), a political subdivision of the State of California, and Traditions Psychology Group, Inc. dba Traditions Behavioral Health, a psychological corporation ("Contractor").

Background

On June 22, 2021, the parties executed Contract C21-119, for Contractor to provide through its registry a psychiatrist currently licensed by the State of California and board certified in Psychiatry and Neurology.

On January 4, 2022, the parties executed the 1st Modification (C22-004) increasing the Compensation, rate per hour and Attachment A Scope of Services to increase service hours per week.

On May 24, 2022, the parties executed the 2nd Modification (C22-086) extending the term, increasing the total compensation per fiscal year and modified the rate per hour.

Modification

The parties agree to modify the Contract effective July 1, 2023 as follows:

1. Section 2, Term is modified to extend the term of the contract through June 30, 2024.

2. Section 3, Compensation of the contract is modified by increasing the rate per hour as follows:
   - $263 per hour for Board certified child psychiatrist and
   - $263 per hour for all other psychiatrist

3. Section 14, Written Notification is modified by deleting Contractors address and replacing with the following address:

   Traditions Psychology Group, Inc
   900 Larkspur Landing Circle, Suite 160
   Larkspur, CA 94939

SIGNATURES ON NEXT PAGE

Attachment: C23-150 3rd Mod. Traditions Psychology Group, Inc. dba Traditions Behavioral Health (9531 : Ratify 4th Modification with Traditions

C23-150

COUNTY OF COLUSA

Date: 8/1/23

APPROVED AS TO FORM:

for _____
Richard Stout, County Counsel

TRADITIONS PSYCHOLOGY GROUP, INC. DBA TRADITIONS BEHAVIORAL HEALTH

_____ **Date:** 8/9/23
Signature

DAVID SPACCARELLI, CEO
Printed Name and Title

ATTEST: Wendy G. Tyler, Clerk of the Board of Supervisors

_____
Patricia Rodriguez, Deputy Clerk

Attachment: C23-150 3rd Mod. Traditions Psychology Group, Inc. dba Traditions Behavioral Health (9531 : Ratify 4th Modification with Traditions

C22- 086

Second Modification Staff Psychiatrist Services Contract (C21-119)

This Second Modification of Staff Psychiatrist Services Contract (C21-119) is between Colusa County (County), a political subdivision of the State of California, and Traditions Psychology Group, Inc. dba Traditions Behavioral Health, a psychological corporation (:Contractor").

Background

On June 22, 2021, the parties executed Contract C21-119, for Contractor to provide through its registry a psychiatrist currently licensed by the State of California and board certified in Psychiatry and Neurology.

On January 4, 2022, the parties executed the First Modification (C22-004) increasing the Compensation, rate per hour and Attachment A Scope of Services to increase service hours per week.

Modification

The parties agree to modify the Contract effective July 1, 2022 as follows:

1. Section 2, Term is modified to extend the term of the contract from July 1, 2022 to June 30, 2023.
2. Section 3, Compensation of the contract is modified to increase the contract to a total not to exceed amount of $663,000 per fiscal year and modify the rate per hour as follows:
   - $255 per hour for Board certified child psychiatrist and
   - $255 per hour for all other psychiatrist

COUNTY OF COLUSA

_____ Date: 5/24/22
J. Merced Corona, Board Chair

TRADITIONS PSYCHOLOGY GROUP, INC DBA TRADITIONS BEHAVIORAL HEALTH

_____ Date: 6/2/22
Signature

KIM MARTINEZ COO
Printed Name & title

APPROVED AS TO FORM

_____
Richard Stout, County Counsel

ATTEST: Wendy G. Tyler, Clerk to the Board of Supervisors

by _____
Melissa Kitts, Deputy

Attachment: C22-086 2nd Mod. - Traditions Psychology Group, Inc. dba Traditions Behavioral Health (9531 : Ratify 4th Modification with

Attachment: C22-086 2nd Mod. - Traditions Psychology Group, Inc. dba Traditions Behavioral Health (9531 : Ratify 4th Modification with

dba Traditions Behavioral Health

Traditions Behavioral Health

C22-004

First Modification Staff Psychiatrist Services Contract (C21-119)

This First Modification of Staff Psychiatrist Services Contract (C21-119) is between Colusa County (County), a political subdivision of the State of California, and Traditions Psychology Group, Inc. dba Traditions Behavioral Health, a psychological corporation (:Contractor").

Background

On June 22, 2021, the parties executed Contract C21-119, for Contractor to provide through its registry a psychiatrist currently licensed by the State of California and board certified in Psychiatry and Neurology.

The parties now want to modify the contract to increase compensation and the amount of service hours worked per week.

Modification

The parties agree to modify the Contract effective November 1, 2021 as follows:

1. Section 3, Compensation of the contract is modified to increase the contract to a total not to exceed amount of $445,680 and modify the rate per hour as follows:
   - $250 per hour for Board certified child psychiatrist and
   - $250 per hour for all other psychiatrist
2. Attachment "A", Scope of Services, is modified to increase service hours from 8 to 10 hours per week to 48 to 50 hours per week.

COUNTY OF COLUSA

Gary J Evans Date: 1/4/22

Gary J Evans, Board Chair

TRADITIONS PSYCHOLOGY GROUP, INC. DBA TRADITIONS BEHAVIORAL HEALTH

Signature Date: 1/10/22

KIM MARTINEZ, COO

Printed Name and Title

APPROVED AS TO FORM

Richard Stout, County Counsel

ATTEST: Wendy G. Tyler, Clerk to the Board of Supervisors

Melissa Kitts, Board Clerk

Attachment: C22-004 1st Mod Traditions Psychology Group, Inc. dba Traditions Behavioral Health (9531 : Ratify 4th Modification with Traditions

dba Traditions Behavioral Health

1/4/22

Behavioral Health

C21-119

Attachment: C21-119 Traditions Psychology Group dba Traditions Behavioral Health (9531 : Ratify 4th Modification with Traditions Psychiatry

Staff Psychiatrist Services Contract

This Staff Psychiatrist Services Contract ("Contract") is between the County of Colusa ("County"), a political subdivision of the State of California and Traditions Psychology Group, Inc., dba Traditions Behavioral Health, a psychological corporation ("Contractor").

1. **Services to be Performed:** Contractor agrees at its own expense to furnish all equipment, labor and materials necessary to provide County with a psychiatrist currently licensed by the State of California and American Board of Psychiatry and Neurology as more specifically detailed in Attachment "A."

2. **Term:** This Contract shall begin on July 1, 2021 and shall continue through June 30, 2022.

3. **Compensation:** County will pay Contractor compensation not to exceed $95,680, as provided for in Attachment "A." County shall compensate Contractor at the rate of $230 per hour for each actual unit of service provided. Contractor shall provide personnel to cover an average of 8 to 10 hours per week of services in consultation with the County's Mental Health Director regarding County's needs. County shall pay a recruitment fee that would be payable to Contractor if County were to hire the psychiatrist presented by Contractor. The recruitment fee is a not to exceed amount of $50,000 and only payable if County hires the psychiatrist directly and payable on the first day of employment or contracting relationship. Compensation will be paid in accordance with paragraph 4, Method of Payment.

4. **Method of Payment:** At the end of each month, Contractor shall provide County with an invoice for the services provided in the preceding month. Upon receipt of an invoice, County shall process payment to Contractor as provided for by County's established policies and procedures, and payment will be issued accordingly for undisputed invoices.

   A. Invoices shall:
   1) Be prepared on Contractor's letterhead.
   2) Bear Contractor's name as shown on the contract.
   3) Bear the contract number.
   4) Include a summary of the services and dates provided.
   5) Be signed by an authorized official, employee, or agent certifying that the claim represents actual expenses for the services performed under this Contract.

5. **Professional Ability of Contractor and Standards of Performance:** Contractor represents that it is qualified and licensed to perform the services to be done as required in this Contract. County relies upon the representations of Contractor regarding professional training, licensing, and ability to perform the services as a material inducement to enter into this Contract.

   A. Contractor's physicians who are licensed to perform the services and Contractor's

physicians shall have the sole discretion and control of the services and the manner in which they are performed.

B. Acceptance of work or payment of invoice by County does not operate to release Contractor from any responsibility to perform work to professional standards.

C. Contractor shall provide properly skilled professional and technical personnel to perform all services under this Contract.

6. **Contractor's Books and Records:** Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to County for a minimum period of ten (10) years, or for any longer period required by law, following audit, or from the date of final payment to Contractor under this Contract, whichever is later.

   A. Contractor shall maintain all documents and records which demonstrate performance under this Contract for a minimum period of ten (10) years, or for any longer period required by law, from the date of termination or completion of this Contract.

   B. Any records or documents required to be maintained pursuant to this Contract shall be made available for inspection or audit at any time during regular business hours, upon written request by County Counsel or other designated representative of County. Copies of such documents shall be provided to County for inspection at the office of the requesting County officer unless it is impractical to do so; in which case the records shall be made available at Contractor's address indicated for receipt of notices in this Contract.

   C. Where County has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment, or termination of Contractor's business, County may, on written request, require that custody of the records be given to County and that the records and documents be maintained by County at the Board of Supervisors offices. Access to such records and documents shall be granted to any party authorized by Contractor, Contractor's representatives, or Contractor's successor-in-interest.

7. **Independent Contractor:** Contractor is an independent Contractor, not an employee of County. Nothing contained in this Contract, or any document executed in connection with this Contract, shall be construed to create an employer-employee, partnership or joint venture relationship between County and Contractor nor to allow County to exercise discretion or control over the manner in which Contractor performs the work or services that are the subject matter of this Contract; provided, however, the work or services to be provided by Contractor shall be provided in a manner consistent with reaching County's objectives in entering this Contract.

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8. **Indemnity and Liability:** Each party shall indemnify, defend, and hold the other party and its directors, officers, employees, and agents harmless against any claims of any kind, arising or alleged to arise out of the willful misconduct, negligent acts, omissions, or violations of law by the party.

9. **HIPPA Compliance:** The Parties agree to comply with the Colusa County Business Associate Agreement specific in Attachment "D" attached hereto and incorporated herein by reference, which is added to this agreement to comply with the privacy requirements of the Health Insurance Portability and Accountability Act (HIPPA).

10. **Insurance:** Contractor, at its own cost, agrees to maintain, for the duration of this Contract, the following insurance policies with insurers possessing a Best's rating of no less than A:VII:

    A. **Workers' Compensation Coverage:** Contractor shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for its employees in accordance with the laws of the State of California. In addition, Contractor shall require each Subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the Subcontractors' employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by County at least thirty (30) days prior to such change.

    B. **General Liability Coverage:** Contractor shall maintain commercial general liability insurance in an amount of not less than one million dollars ($1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Contract or the general aggregate limit shall be at least twice the required occurrence limit.

    C. **Professional Liability Insurance (Errors and Omissions):** Contractor shall maintain Professional Liability Insurance for Errors and Omissions coverage in an amount of not less than one million dollars ($1,000,000) in aggregate. The insurance coverage provided by Contractor shall contain language providing coverage for up to three (3) years following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is claims made.

    D. **Policy Endorsements:** All insurance, except workers' compensation, shall include an endorsement or an amendment to the policy of insurance:

        1) Naming County, its elected officials, officers, employees, agents and volunteers as additional named insureds with respect to liability arising out of any and all work performed by or on behalf of the Contractor under this Contract;

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2) Providing that Contractor's insurance shall be the primary insurance as respects County, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by County, including any self-insured retention County may have, shall not be called upon to contribute to a loss covered by Contractor's insurance;

3) Providing the policy of insurance shall act for each insured and additional insureds as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company;

4) Providing that the insurer waives all rights of subrogation against County, its elected or appointed officers, officials, employees, agents or volunteers;

5) Providing any failure to comply with the reporting provisions of the policy of insurance shall not affect coverage provided to County, its elected or appointed officers, officials, employees agents, or volunteers;

6) Providing broad-form contractual liability coverage insuring Contractor's indemnity obligations under this contract; and

7) Providing that coverage under the policy shall not be suspended, voided, reduced or cancelled in coverage or in limits without thirty (30) days written notice certain to County.

C. **Deductibles and Self-insured Retentions:** Any deductibles or self-insured retentions must be declared to and approved by County before work begins. At County's option, Contractor shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

D. **Proof of Coverage:** At the time of execution of this contract, Contractor shall furnish County with copies of its insurance policies and endorsements affecting coverage required by this Contract.

11. **Performance Standards:** Contractor shall use the standard of care in its profession and comply with all applicable federal, state and local laws, codes, ordinances and regulations.

12. **Licenses:** Contractor represents and warrants to County that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of Contractor to practice its trade and/or profession. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Contract, any licenses, permits, insurance, and approvals which are legally required of Contractor to practice its trade and/or profession.

13. **Controlling Law Venue**: This Contract is made in the County of Colusa, State of

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California. The parties specifically agree to submit to the jurisdiction of the Superior Court of California for the County of Colusa.

14. **Written Notification**: Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class mail. Any such notice, demand, etc., shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to County:	Department of Behavioral Health 162 E. Carson Street Colusa, CA 95932 530.458.0520 Attention: Director
If to Contractor:	Traditions Psychology Group, Inc. 1580 First Street Napa, CA 94559 Attention: Gary A. Hayes, PhD (707) 258-8757

15. **Entire Contract**: This Contract constitutes the complete and exclusive statement of contract between County and Contractor. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Contract.

16. **Amendments**: This Contract may be modified or amended only by a written document executed by both Contractor and County and approved as to form by the County Counsel.

17. **Waiver**: No failure on the part of either party to exercise any right or remedy provided for by this Contract shall operate as a waiver of any other right or remedy that party may have.

18. **Execution**: This Contract may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties.

19. **Assignment & Subcontracting**: The parties recognize that a substantial inducement to County for entering into this Contract is the professional reputation, experience, and competence of Contractor. Assignments of any or all rights, duties or obligations of Contractor under this Contract will be permitted only with the express consent of County. Contractor shall not subcontract any portion of the work to be performed under this Contract without the written authorization of County. If County consents to such subcontract, Contractor shall be fully responsible to County for all acts or omissions of the Subcontractor. Nothing in this Contract shall create any contractual relationship

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between County and Subcontractor nor shall it create any obligation on the part of County to pay any monies due to any such Subcontractor unless otherwise required by law.

20. Termination: This Contract may be terminated for the following reasons:

A. Immediately for cause if either party violates any of the terms or provisions of this Contract; or

B. By County and Contractor without cause upon fifteen (15) days written notice of termination.

21. Partial Invalidity. If any provision of this Contract is held to be invalid, void, or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall not be affected or invalidated.

22. Attachments: All attachments referred to are incorporated and made part of the Contract. Attachments include:

A. Attachment "A" Scope of Services
B. Attachment "B" Requirements
C. Attachment "C" Colusa County Business Associate Agreement

COUNTY OF COLUSA

Date 6/22/21

Gary J. Evans, Board Chair

TRADITIONS PSYCHOLOGY GROUP, INC. DBA TRADITIONS BEHAVIORAL HEALTH

Date: 7/7/2021

Signature

Gary A. Hayes PhD CEO

Printed Name and Title

APPROVED AS TO FORM

David Prentice, Interim County Counsel

ATTEST: Wendy Tyler, Clerk of the Board of Supervisors

By

Patricia Rodriguez, Deputy

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ATTACHMENT A

Scope of Services

A. Contractor shall provide through its registry a psychiatrist currently licensed by the State of California, and board certified in Psychiatry by the American Board of Psychiatry and Neurology. Such license shall be unrestricted by the California Medical Board at all times.

B. Contractor represents and warrants that the psychiatrist it furnishes to County is an employee of Contractor. Contractor shall provide personnel to cover an average of 8 to 10 hours per week of services in consultation with the County's Mental Health Director regarding County needs.

C. Contractor, through its personnel, agrees to provide direct psychiatric services as needed to supplement County's clinical staff in providing these services to clients of County Behavioral Health Department in accordance with community standards of care, clinical practices and reimbursement regulatory requirements. These services shall include:

1. Interviewing and examining clients and families to diagnose psychiatric problems and determine the type of psychiatric medical treatment needed and referring clients to appropriate sources of treatment and participating in individual and group therapy sessions, treatment planning, and case conferences.

2. Prescribing and dispensing medication to clients for psychiatric treatment and working in close collaboration with nursing staff serving agency clients. Advising the agency on policy and procedures which affect the medication clinic.

3. Monitoring and documenting progress in treatment, or other activities determined by the needs of the clients and the programs to which they are assigned according to the community standard of care and applicable federal, state and County laws, regulations, licensures/certifications, policies and procedures.

4. Preparing a variety of comprehensive records and reports and complete required paperwork such as physician's portion of disability evaluations, psychiatric evaluations, service plans, annual re-assessments, billings, and consent forms.

5. Participating in a variety of processes, meetings and programs such as the peer review process, the medication clinic staff meetings, the

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authorization of services staff meetings, the consortium meetings and the quality improvement/quality assurance program.

6. Providing psychiatric crisis services within the agency and the community and consulting with community organizations for psychiatric follow-up and support. Coordinating client care with other agency providers to develop a treatment plan.

7. Providing psychiatric services for dually diagnosed clients and participating in treatment reviews and service authorizations for the behavioral health department's mental health and drug and alcohol programs.

8. Participating in documentation changes including training related to electronic records and billing procedures.

9. Providing testimony for court proceedings related to County psychiatric clients. This service can be provided via telehealth and the time needed for testimony will be factored in when scheduling patients. If Contractor's psychiatrist provides telehealth services to jail inmates, County will allow ample time for sessions or follow-up.

10. When Psychiatrist provides services to adults, the appointment will be scheduled at intervals of 1 hour for initial evaluation and 30 minutes for follow up visits.

D. Contractor is precluded from billing for services performed under this agreement to any private or governmental third-party payers. The County is the only party that may bill and seek reimbursement from private or governmental third-party payers for the services performed by Contractor on behalf of County.

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ATTACHMENT B

Requirements

Contractor is a "Group Provider" as that term is defined in this paragraph. The term "Group Provider" means an organization that provides specialty mental health services through two or more individual providers. Group providers include entities such as independent practice associations, hospital outpatient departments, health care service plans, and clinics.

Contractor, a group provider, shall comply with all specific terms and conditions of 1 through 17, inclusive.

1. Contractor shall comply with Division 5 of the Welfare and Institutions Code, Titles 9 and 22 of the California Code of Regulations, and all statutes and regulations related thereto.

2. Contractor shall comply with all statutes and regulations governing the confidentiality of records.

3. Contractor shall maintain all governing records in compliance with all appropriate federal, state and local requirements.

4. Contractor shall comply with all Patients' Rights statutes and regulations.

5. Contractor shall insure that all pertinent admissions and length of stay requests comply with utilization review regulations.

6. Contractor shall maintain all necessary licensing and certification to perform under the scope of practice of Contractor.

7. Contractor shall comply with all credentialing activities as may be required by the County.

8. Contractor shall submit to County in a timely manner all required reports.

9. Contractor must meet all Department of Mental Health and Mental Health Provider selection criteria.

10. Contractor shall ensure that beneficiaries will receive the same level of care as provided to all other patients served.

11. Contractor shall not discriminate in the provision of services to beneficiaries on any legally impermissible basis, including on the basis of the race, color, national origin, ancestry, religion, age, sex, or disability of such person.

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12. Contractor shall maintain a log of any complaints or grievances of beneficiaries, including the date received and the date and nature of resolution. Contractor shall make all beneficiaries aware of the avenues of appeal available through County.

13. Contractor shall comply with all certification requirements to practice as an Organizational Provider of Specialty Mental Health Services and must meet all on-site certification criteria prior to certification and every 2 years thereafter.

14. Contractor shall submit an annual cost report to the County if providing services in addition to TBS.

15. Contractor shall insure all licensed staff possesses the proper and valid credentials.

16. Contractor agrees to that all staff providing TBS is trained to deliver behavioral interventions.

17. Contractor agrees to furnish health care services in accordance with CFR, Title 42, Sections 438.206-210.

18. Contractor will be providing a psychiatrist 8 to 10 hours per week to County to see County patients and not in Contractor clinics. Therefore all records, pre-authorizations, utilization review, facility licensing, logging of grievances and annual cost reporting will be done by County staff. The psychiatrist will be responsible for documenting the patient visits in the County EHR and that County will work with Contractor with the IT requirements so that the psychiatrist can access the EHR. Additionally, Contractor psychiatrist may be providing telehealth services to County jail inmates.

19. Time will be scheduled for administrative tasks related to patient care such as prescription reliefs, lab review and treatment team meetings.

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ATTACHMENT C

HIPAA BUSINESS ASSOCIATE ADDENDUM

The purpose of this Attachment is to satisfy certain standards and requirements of HIPAA and the HIPAA regulations, and other applicable laws.

Definitions

Catch-all definition:

The following terms used in this Attachment shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Specific definitions:

(a) Business Associate. "Business Associate" shall generally have the same meaning as the term "Business Associate" at 45 CFR 160.103. , and in reference to the party to this Addendum, shall mean Traditions Psychology Group, Inc., dba Traditions Behavioral Health. Generally, a Business Associate provides services, arranges, performs or assists in the performance of functions or activities on behalf of the covered entity and creates, receives, maintains, transmits, uses or discloses PHI. County of Colusa (County) and Business Associate desire to protect the privacy and provide for the security of PHI created, received, maintained, transmitted, used or disclosed pursuant to this Addendum, in compliance with HIPAA and HIPAA regulations.

(b) Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this Addendum, shall mean County.

(c) Protected Health Information or PHI. "Protected Health Information" or "PHI" means any information, whether oral or recorded in any form or medium that relates to the past, present, or future physical or mental condition of an individual, the provision of health and dental care to an individual, or the past, present, or future payment for the provision of health and dental care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI shall have the meaning given to such term under HIPAA and HIPAA regulations, as the same may be amended from time to time.

(d) HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

(e) Data Aggregation. "Data Aggregation" shall have the meaning given to such term under

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the Privacy Rule, including but not limited to, 45 CFR Section 164.501.

(f) The terms used in this Exhibit, but not otherwise defined, shall have the same meanings as those terms are defined in the HIPAA regulations.

Obligations and Activities of Business Associate

Business Associate agrees to:

(a) Not use or disclose protected health information other than as permitted or required by the Addendum or as required by law;

(b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Addendum. Business Associate shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities, and which incorporates the requirements of section (k), below. Business Associate will provide County with its current and updated policies;

(c) Report to covered entity any use or disclosure of protected health information not provided for by the Addendum of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;

(d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any Subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;

(e) Within ten (10) days of receipt of a request from County make available protected health information in a designated record sent to the County as necessary to satisfy its obligations under 45 CFR 164.524;

(f) Within ten (10) days of receipt of a request from County make any amendment(s) to protected health information in a designated record set as directed or agreed to by County pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy County's obligations under 45 CFR 164.526;

(g) Maintain and make available within ten (10) days of receipt of a request from County information required to provide an accounting of disclosures to the individual as necessary to satisfy County's obligations under 45 CFR 164.528;

(h) To the extent the Business Associate is to carry out one or more of County's obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to

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County in the performance of such obligation(s);

(i) Request, use and disclose the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure; 45 CFR 164.514(d)(3);

(j) Make its internal practices, books, and records available to the County and Secretary for purposes of determining compliance with the HIPAA Rules within ten (10) days of request by County;

(k) The Business Associate shall take any and all steps necessary to ensure the continuous security of all computerized data systems containing County PHI. These steps shall include, at a minimum: Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III- *Security of Federal Automated Information Systems*, which sets forth guidelines for automated information systems in Federal agencies. It is expected the Business Associate will implement and maintain the most stringent means and system to safeguard and provide the highest level of protection for County PHI from breaches and security incidents.

(l) Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate or its Subcontractors in violation of the requirements of this Exhibit.

Permitted Uses and Disclosures by Business Associate

(a) Business Associate may only use or disclose protected health information as necessary to provision of the services set forth in the Service Agreement. (Agreement) Further, the Business Associate is authorized to use protected health information to de-identify the information in accordance with 45 CFR 164.514(a)-(c).

(b) Business Associate may use or disclose protected health information as required by law.

(c) Business Associate agrees to make uses and disclosures and requests for protected health information consistent with County's minimum necessary policies and procedures.

(d) Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by covered entity, except for the specific uses and disclosures set forth below.

(e) Business Associate may disclose protected health information for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information

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has been breached.

(f) Business Associate may provide data aggregation services relating to the health care operations of County.

Provisions for County to Inform Business Associate of Privacy Practices and Restrictions

(a) County shall notify Business Associate of any limitation(s) in the notice of privacy practices of covered entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of protected health information.

(b)County shall notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect Business Associate's use or disclosure of protected health information.

(c) County shall notify Business Associate of any restriction on the use or disclosure of protected health information that County has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of protected health information.

Permissible Requests by County

County shall not request Business Associate to use or disclose protected health information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by County, except if the Business Associate will use or disclose protected health information for, and the Agreement includes provisions for, data aggregation or management and administration and legal responsibilities of the Business Associate.

Term and Termination

(a) Term. The Term of this Addendum shall be effective as of the date of the Agreement, and shall terminate when the Agreement terminates or on the date County terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.

(b) Termination for Cause. Business Associate authorizes termination of this Addendum by County, if County determines Business Associate has violated a material term of the Addendum and Business Associate has not cured the breach or ended the violation within the time specified by County. County may in its discretion provide the Business Associate with an opportunity to cure a violation or breach of the contract before termination for cause.

(c) Obligations of Business Associate Upon Termination.

Upon termination of this Addendum for any reason, Business Associate, with respect to protected health information received from County, or created, maintained, or received by Business Associate on behalf of County, shall:

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1. Retain only that protected health information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
2. Return to County or, if agreed to by County, destroy the remaining protected health information that the Business Associate still maintains in any form;
3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as Business Associate retains the protected health information;
4. Not use or disclose the protected health information retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at paragraphs (e) above under "Permitted Uses and Disclosures By Business Associate" which applied prior to termination; and
5. Return to County or, if agreed to by County, destroy the protected health information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities; or
6. At the request of County transmit the protected health information to another Business Associate of the County at termination, and/or could add terms regarding a Business Associate's obligations to obtain or ensure the destruction of protected health information created, received, or maintained by Subcontractors.

(d) Survival. The obligations of Business Associate under this Section shall survive the termination of this Addendum.

Miscellaneous

(a) Regulatory References. A reference in this Addendum to a section in the HIPAA Rules means the section as in effect or as amended.

(b) Amendment. The Parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.

(c) Interpretation. Any ambiguity in this Addendum shall be interpreted to permit compliance with the HIPAA Rules. Except as specifically required to implement the purposes of this Addendum, or to the extent inconsistent with this Addendum, all other terms of the Agreement to which this Addendum is attached shall remain in effect.

(d) Ownership. County at all times owns the PHI shared pursuant to the terms of this Addendum.

Attachment: C21-119 Traditions Psychology Group dba Traditions Behavioral Health (9531 : Ratify 4th Modification with Traditions Psychiatry

COUNTY OF COLUSA, CA

2.14

Request For County Board of Supervisors Action

MEETING DATE: December 19, 2023

DEPARTMENT: Purchasing and Procurement

FROM: Angela Gross

SUBJECT: Adopt a Resolution declaring six vehicles from six County of Colusa Departments as surplus county property and authorize the Purchasing Agent to dispose of same.

Adopt a Resolution declaring six vehicles from six County of Colusa Departments as surplus county property and authorize the Purchasing Agent to dispose of same.

Detailed Description/Background of request

The Colusa County Assessor's Office, Department of Behavioral Health, Custodian and Maintenance Departments, Probation Department and Department of Health & Human Services have vehicles that are not dependable for use in the field and no longer serviceable and would like to dispose of them.

Purchasing and Procurement requests that the Board adopt a resolution declaring the vehicles as surplus property and authorize the Purchasing Agent to dispose of the vehicles using the services of Bar None Auction.

Prior Board Action

Prior use (8/29/2023) of Bar None Auction services

Fiscal Impact/Funding Source

Possible revenue for listed departments

Action for the Clerk

Please obtain the signature of the Purchasing agent on the resolution and vehicle titles and return to Angela @ Purchasing. Thank you.

ATTACHMENTS:

- Dec 23 Surplus Vehicle Resolution (DOCX)
- Dec 2023 Exhibit A (PDF)

RESOLUTION NO. _____

A RESOLUTION OF THE COLUSA COUNTY BOARD OF SUPERVISORS DECLARING CERTAIN FIXED ASSETS AS SURPLUS PROPERTY AND AUTHORIZING DISPOSAL

WHEREAS, the Assessor's Office, Behavioral Health Department, Custodian and Maintenance Departments, Probation Department, and Health & Human Services Department have vehicles that are no longer in operating condition and require extensive repairs;

WHEREAS, the Colusa County Assessor's Office, Behavioral Health Department, Custodian and Maintenance Departments, Probation Department and Health & Human Services Department desire to dispose of the vehicles;

WHEREAS, the Colusa County Purchasing and Procurement Division will use the services of Bar None Auction as the method of disposal of surplus property; and

WHEREAS, the Departments listing of surplus property and method of disposal is attached hereto and incorporated by reference as "Exhibit A".

NOW, THEREFORE BE IT RESOLVED that certain fixed assets outlined in "Exhibit A" are declared surplus and the Colusa County Purchasing and Procurement Division is authorized to dispose of those items.

PASSED AND ADOPTED this 19th day of December, 2023 by the following vote:

AYES:

NOES:

ABSENT:

_____
Kent S. Boes, Chair

APPROVED AS TO FORM:

_____
Richard Stout, County Counsel

ATTEST: Wendy G. Tyler,
Clerk of the Board of Supervisors

By:_____
Patricia Rodriguez, Deputy Clerk

Attachment: Dec 23 Surplus Vehicle Resolution [Revision 1] (9532 : Adopt a Resolution Declaring Vehicles Surplus County Property)

Attachment: Dec 2023 Exhibit A (9532 : Adopt a Resolution Declaring Vehicles Surplus County Property)

EXHIBIT A

YEAR	MAKE	MODEL	VIN NUMBER	FIXED ASSET #	DEPARTMENT	OPERATIONAL	MECHANICAL ISSUES
1994	FORD	RANGER	1FTCR14U0RPB11450	0901085	CUSTODIAN	YES	OUT LIVED USEFULNESS
2011	MERCURY	MARQUIS	2MEBM7FVXBX610452	0901101	PROBATION	YES	UNRELIABLE FOR FIELD USE
2008	CHEVROLET	TRAIL BLAZER	1GNDT13SX82197343	091005	BHS	SEMI	WON'T ALWAYS GO INTO REVERSE
2011	DODGE	CARAVAN	2D4RN3DG2BR682859	0901062	DHHS	YES	NEEDS EXPENSIVE REPAIRS
1999	FORD	CONTOUR	1FAFP65L3XK158851	0900904	ASSESSOR	YES	UNRELIABLE FOR FIELD USE
2000	FORD	RANGER	1FTYR11VXYPB06970	0900671	MAINTENANCE	YES	NEEDS EXPENSIVE REPAIRS

COUNTY OF COLUSA, CA

2.15

Request For County Board of Supervisors Action

MEETING DATE: December 19, 2023

DEPARTMENT: District Attorney

FROM: Devin Kelley

SUBJECT: **Authorize the District Attorney to apply, sign, and accept the Victim Witness Assistance Program Grant Subaward VW23 28 0060 through the California Governor's Office of Emergency Services and further sign any resulting grant subawards, modifications and amendments, subject to Board approval.**

Authorize the District Attorney to apply, sign, and accept the Victim Witness Assistance Program Grant Subaward VW23 28 0060 through the California Governor's Office of Emergency Services and further sign any resulting grant subawards, modifications and amendments, subject to Board approval.

Detailed Description/Background of request

The District Attorney's office applies for, and receives grant funding from California Governor's Office of Emergency Services for the Victim Witness Assistance Program. The District Attorney is required to obtain written authorization for executing the grant Subawards and be authorized to sign agreements, amendments, and extensions.

Per the Subrecipient Handbook all subrecipients, except for State Agencies, are required to obtain written authorization (e.g. a Resolution, Board Minutes, or a letter from the Board Chair) from the governing board that the official executing the agreement is, in fact, authorized to do so and includes any amendments, extensions, thereof. Subrecipients must maintain this written authorization on file and make it available upon demand.

Prior Board Action

Previously approved on September 24, 2019, October 26, 2021, September 27, 2022.

Fiscal Impact/Funding Source

Current Match Waiver Requests have been approved. This is a revenue generating agreement for the County in the amount of $270,685.

Action for the Clerk

Send Certified Board Order to Devin Kelley at the District Attorney's Office.

ATTACHMENTS:

- VW23 28 0060 Approved Subaward (PDF)

GAVIN NEWSOM
GOVERNOR

Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

NANCY WARD
DIRECTOR

October 4, 2023

Brendan Farrell
District Attorney
Colusa County - District Attorney's Office
310 6th Street
Colusa, CA 95932-2413

Subject: **Grant Subaward Application Approval**
Victim/Witness Assistance Program
Grant Subaward #: VW23 28 0060

Dear Brendan Farrell:

The California Governor's Office of Emergency Services (Cal OES) has approved your Grant Subaward application in the amount of $270,685, subject to enactment of applicable State Budget Act. A copy of your approved Grant Subaward is enclosed for your records.

Cal OES will make every effort to process payment requests within 45 days of receipt of your Report of Expenditures & Request for Funds (Cal OES Form 2-201).

This Grant Subaward is subject to the Cal OES Subrecipient Handbook. You are encouraged to read and familiarize yourself with the Cal OES Subrecipient Handbook, which can be viewed on the Cal OES website at www.caloes.ca.gov.

Please contact your Program Specialist Aaron Ching, at Aaron.Ching@caloes.ca.gov with questions.

Sincerely,

Victim Services Grants Processing Unit

cc: Subrecipient's file
Program Specialist

Attachment: VW23 28 0060 Approved Subaward (9519 : Authorize the District Attorney to apply/sign for CalOES Grant)

DocuSign Envelope ID: 97E789E2-7D43-4E1C-9B54-68089F30FBDB

DL/M

Cal OES #	~~011-00000-00~~	FIPS #	~~011-00000~~	(Cal OES Use Only) VS#		Subaward #	VW23 28 0060

011-00000-16 CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES
GRANT SUBAWARD FACE SHEET

DL M

The California Governor's Office of Emergency Services (Cal OES) hereby makes a Grant Subaward of funds to the following:

1. **Subrecipient:** County Of Colusa — **1a. UEI#:** HB96CDAJKLC1
2. **Implementing Agency:** Colusa County District Attorney's Office — **2a. UEI#:** HB96CDAJKLC1
3. **Implementing Agency Address:** 310 6th Street (Street) Colusa (City) 95932-2413 (Zip+4)
4. **Location of Project:** Colusa ~~County District Attorney's Office~~ (City) Colusa (County) 95932-2413 (Zip+4)
5. **Disaster/Program Title:** ~~VW~~ - Victim/Witness Assistance Program — **6. Performance/ Budget Period:** 10/1/2023 (Start Date) to 9/30/2024 (End Date)
7. **Indirect Cost Rate:** 10% de minimis — **Federally Approved ICR** (if applicable): _____ %

Item Number	Grant Year	Fund Source	A. State	B. Federal	C. Total	D. Cash Match	E. In-Kind Match	F. Total Match	G. Total Cost
8.	2022	VOCA		$126,560					$126,560
9.	2023	VOCA		$126,557					$126,557
10.	2023	VWA0	$17,568						$17,568
11.	Select	Select							
12.	Select	Select							
Total	**Project**	**Cost**	$17,568	$253,117	$270,685				$270,685

13. **Certification** - This Grant Subaward consists of this title page, the application for the grant, which is attached and made a part hereof, and the Assurances/Certifications. I hereby certify I am vested with the authority to enter into this Grant Subaward, and have the approval of the City/County Financial Officer, City Manager, County Administrator, Governing Board Chair, or other Approving Body. The Subrecipient certifies that all funds received pursuant to this agreement will be spent exclusively on the purposes specified in the Grant Subaward. The Subrecipient accepts this Grant Subaward and agrees to administer the grant project in accordance with the Grant Subaward as well as all applicable state and federal laws, audit requirements, federal program guidelines, and Cal OES policy and program guidance. The Subrecipient further agrees that the allocation of funds may be contingent on the enactment of the State Budget.

14. **CA Public Records Act** - Grant applications are subject to the California Public Records Act, Government Code section 6250 et seq. Do not put any personally identifiable information or private information on this application. If you believe that any of the information you are putting on this application is exempt from the Public Records Act, please attach a statement that indicates what portions of the application and the basis for the exemption. Your statement that the information is not subject to the Public Records Act will not guarantee that the information will not be disclosed.

15. **Official Authorized to Sign for Subrecipient:**

Name: Brendan Farrell — Title: District Attorney

Payment Mailing Address: 310 6th Street — City: Colusa — Zip Code+4: 95932-2413

Signature: _____ — Date: 04/13/2023

16. **Federal Employer ID Number:** 946000508

(FOR Cal OES USE ONLY)

I hereby certify upon my personal knowledge that budgeted funds are available for the period and purpose of this expenditure stated above.

DocuSigned by: Mary Rucker — 10/4/2023
(Cal OES Fiscal Officer) (Date)

DocuSigned by: Heather Carlson — 10/4/2023
(Cal OES Director or Designee) (Date)

ENY: 2023-24 Chapter: 12 SL: 18402
Item: 0690-102-0890 Pgm: 0385
FAIN #: 15POVC-22-GG-00708-ASSI 10/01/21-09/30/25
Fund: Federal Trust Fund AL#: 16.575
Program: Victim/Witness Assistance Program
Match Req.: 20%, C/IK based on TPC-Match Waived
Project ID: OES22VOCA000012
SC: 2023-18402 Amount: $ 126,560

DS JH

DS DS

ENY: 2023-24 Chapter: 12 SL: 18403
Item: 0690-102-0890 Pgm: 0385
FAIN #: 15POVC-23-GG-00432-ASSI 10/1/22-09/30/26
Fund: Federal Trust Fund AL#: 16.575
Program: Victim/Witness Assistance Program
Match Req.: 20%, C/IK based on TPC-Match Waived
Project ID: OES23VOCA000012
SC: 2023-18403 Amount: $ 126,557

ENY: 2023-24 Chapter: 12 SL: 14300
Item: 0690-101-0903 Pgm: 0385
Fund: Victim Witness Assistance Fund
Program: Victim/Witness Assistance Program
Match Req.: None
Project ID: OES23VWA0000000
SC: 2023-14300 Amount: $ 17,568

mail log 222109

Received 6/30/2023

Attachment: VW23 28 0060 Approved Subaward (9519 : Authorize the District Attorney to apply/sign for CalOES Grant)

SPECIAL CONDITION

Grant Subaward No. VW23 28 0060 is hereby approved with the following condition:

- The 2023 VOCA funds in the amount of $126,557 cannot be expended until Cal OES has access to funds through the applicable FY2023-24 Federal award.

Should the Federal award(s) be reduced, you will be notified and required to amend the Grant Subaward.

Failure to comply with these requirements may result in the withholding and disallowance of grant payments, the reduction or termination of the Grant Subaward and/or the denial of future grant funds.

Attachment: VW23 28 0060 Approved Subaward (9519 : Authorize the District Attorney to apply/sign for CalOES Grant)

CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES
SUPPLEMENTAL GRANT SUBAWARD INFORMATION

1. **Cal OES Contact Information Section:**
   Governor's Office of Emergency Services
   Nancy Ward, Director
   3650 Schriever Avenue
   Mather, CA 95655
   (916) 845-8506 (phone)

2. **Federal Awarding Agency Section:**

Fund Year	Federal Program Fund / AL#	Federal Awarding Agency	Total Federal Award Amount	Total Local Assistance Amount
2023	Victims of Crime Act (VOCA) / 16.575	Office for Victims of Crime	$153,789,867	$146,100,374
2022	Victims of Crime Act (VOCA) / 16.575	Office for Victims of Crime	$165,115,554	$158,510,932
Choose an item.	Choose an item.	Choose an item.	$	$
Choose an item.	Choose an item.	Choose an item.	$	$
Choose an item.	Choose an item.	Choose an item.	$	$

3. **Project Description Section:**

   - Project Acronym (Please choose from drop down):
     Victim/Witness Assistance Program (VW)

   - Project Description (Please type the Project Description):
     Provides funding for comprehensive services to assist victims/witnesses of all types of violent crime pursuant to California Penal Code §13835 in each of California's 58 counties.

4. **Research & Development Section:**

   - Is this Subaward a Research & Development grant?
     Yes ☐ No ☒

Attachment: VW23 28 0060 Approved Subaward (9519 : Authorize the District Attorney to apply/sign for CalOES Grant)

Cal OES
GOVERNOR'S OFFICE OF EMERGENCY SERVICES

Grant Subaward Contact Information

Grant Subaward #: VW23 28 0060

Subrecipient: Colusa County

1. **Grant Subaward Director**:
   Name: Brendan Farrell Title: District Attorney
   Telephone #: 530-458-0545 Email Address: bfarrell@countyofcolusa.org
   Address/City/ Zip Code (9-digit): 310 6th Street, Colusa, Ca. 95932-2413

2. **Financial Officer**:
   Name: Devin Kelley Title: Office Manager
   Telephone #: 530-458-0546 Email Address: dkelley@countyofcolusa.org
   Address/City/ Zip Code (9-digit): 310 6th Street, Colusa, Ca. 95932-2413

3. **Programmatic Point of Contact**:
   Name: Bitsy West Title: Victim Witness Advocate Coordinator
   Telephone #: 530-458-0554 Email Address: bwest@countyofcolusa.com
   Address/City/ Zip Code (9-digit): 310 6th Street, Colusa, Ca. 95932-2413

4. **Financial Point of Contact**:
   Name: Devin Kelley Title: Office Manager
   Telephone #: 530-458-0546 Email Address: dkelley@countyofcolusa.org
   Address/City/ Zip Code (9-digit): 310 6th Street, Colusa, Ca. 95932-2413

5. **Executive Director** of a Non-Governmental Organization or the **Chief Executive Officer** (i.e., chief of police, superintendent of schools) of the implementing agency:
   Name: Brendan Farrell Title: District Attorney
   Telephone #: 530-458-0545 Email Address: bfarrell@countyofcolusa.org
   Address/City/ Zip Code (9-digit): 310 6th Street, Colusa, Ca. 95932-2413

6. **Official Designee**, as stated in Section 15 of the Grant Subaward Face Sheet:
   Name: Brendan Farrell Title: District Attorney
   Telephone #: 530-458-0545 Email Address: bfarrell@countyofcolusa.org
   Address/City/ Zip Code (9-digit): 310 6th Street, Colusa, Ca. 95932-2413 MR

7. **Chair** of the **Governing Body** of the Subrecipient:
   Name: Kent Boes Title: Chair
   Telephone #: 530-458-0508 Email Address: kboes@countyofcolusa.org
   Address/City/ Zip Code (9-digit): 547 Market Street, Colusa, Ca. 95932-2413

Attachment: VW23 28 0060 Approved Subaward (9519 : Authorize the District Attorney to apply/sign for CalOES Grant)

Cal OES
GOVERNOR'S OFFICE OF EMERGENCY SERVICES

Grant Subaward Signature Authorization

Grant Subaward #: VW23 28 0060

Subrecipient: Colusa County

Implementing Agency: Colusa County District Attorney's Office

The **Grant Subaward Director** and **Financial Officer** are **REQUIRED** to sign this form.

Grant Subaward Director:

Printed Name: Brendan Farrell

Signature:

Date: 6/13/23

Financial Officer:

Printed Name: Devin Kelley

Signature:

Date: 6/14/23

The following persons are authorized to sign for the **Grant Subaward Director:**

Signature:

Printed Name: Matthew Beauchamp

Signature: _____

Printed Name: _____

Signature: _____

Printed Name: _____

Signature: _____

Printed Name: _____

Signature: _____

Printed Name: _____

The following persons are authorized to sign for the **Financial Officer:**

Signature:

Printed Name: Bitsy West

Signature: _____

Printed Name: _____

Signature: _____

Printed Name: _____

Signature: _____

Printed Name: _____

Signature: _____

Printed Name: _____

Grant Subaward Signature Authorization – Cal OES 2-103 (Revised 10/2020)

Attachment: VW23 28 0060 Approved Subaward (9519 : Authorize the District Attorney to apply/sign for CalOES Grant)

Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

Grant Subaward Certification of Assurance of Compliance

Subrecipient: Colusa County

	Cal OES Program Name	Grant Subaward #:	Grant Subaward Performance Period
1	Victim Witness Assistance Program	VW 23 28 0060	10/01/2023-09/30/2024
2			
3			
4			
5			
6			

I, Brendan Farrell (Official Designee; same person as Section 15 of the Grant Subaward Face Sheet) hereby certify that the above Subrecipient is responsible for reviewing the Subrecipient Handbook (SRH) and adhering to all of the Grant Subaward requirements as directed by Cal OES including, but not limited to, the following areas:

I. Proof of Authority – SRH 1.055

The Subrecipient certifies they have written authority by the governing board (e.g., County Board of Supervisors, City Council, or Governing Board) granting authority for the Subrecipient/Official Designee (see Section 3.030) to enter into a specific Grant Subaward (indicated by the Cal OES Program name and initial Grant Subaward performance period) and applicable Grant Subaward Amendments with Cal OES. The authorization includes naming of an Official Designee (e.g., Executive Director, District Attorney, Police Chief) for the agency/organization who is granted permission to sign Grant Subaward documents on behalf of the Subrecipient. Written proof of authority includes one of the following: signed Board Resolution or approved Board Meeting minutes.

II. Civil Rights Compliance – SRH Section 2.020

The Subrecipient acknowledges awareness of, and the responsibility to comply with all state and federal civil rights laws. The Subrecipient certifies it will not discriminate in the delivery of services or benefits based on any protected class and will comply with all requirements of this section of the SRH.

III. Equal Employment Opportunity – SRH Section 2.025

The Subrecipient certifies it will promote Equal Employment Opportunity by prohibiting discrimination or harassment in employment because of any status protected by state or federal law and will comply with all requirements of this section of the SRH.

Attachment: VW23 28 0060 Approved Subaward (9519 : Authorize the District Attorney to apply/sign for CalOES Grant)

Cal OES
GOVERNOR'S OFFICE OF EMERGENCY SERVICES

IV. Drug-Free Workplace Act of 1990 – SRH Section 2.030
The Subrecipient certifies it will comply with the Drug-Free Workplace Act of 1990 and all other requirements of this section of the SRH.

V. California Environmental Quality Act (CEQA) – SRH Section 2.035
The Subrecipient certifies that, if the activities of the Grant Subaward meet the definition of a "project" pursuant to the CEQA, Section 20165, it will comply with all requirements ofCEQA and this section of the SRH.

VI. Lobbying – SRH Sections 2.040 and 4.105
The Subrecipient certifies it will not use Grant Subaward funds, property, or funded positions for any lobbying activities and will comply with all requirements of this section of the SRH.

All appropriate documentation must be maintained on file by the Subrecipient and available for Cal OES upon request. Failure to comply with these requirements may result in suspension of payments under the Grant Subaward(s), termination of the Grant Subaward(s), and/or ineligibility for future Grant Subawards if Cal OES determines that any of the following has occurred: (1) the Subrecipient has made false certification, or (2) the Subrecipient violated the certification by failing to carry out the requirements as noted above.

CERTIFICATION

I, the official named below, am the same individual authorized to sign the Grant Subaward [Section 15 on Grant Subaward Face Sheet], and hereby affirm that I am duly authorized legally to bind the Subrecipient to the above-described certification. I am fully aware that this certification, executed on the date, is made under penalty of perjury under the laws of the State of California.

Official Designee's Signature: [signature]
Official Designee's Typed Name: Brendan Farrell
Official Designee's Title: District Attorney
Date Executed: 06/13/2023

AUTHORIZED BY:

I grant authority for the Subrecipient/Official Designee to enter into the specific Grant Subaward(s) (indicated by the Cal OES Program name and initial Grant Subaward performance period identified above) and applicable Grant Subaward Amendments with Cal OES.

- ☐ City Financial Officer
- ☐ City Manager
- ☐ Governing Board Chair
- ☑ County Financial Officer
- ☐ County Manager

Signature: [signature]
Typed Name: Robert Zunino
Title: Auditor Controller
Date Executed: 06/13/2023

Attachment: VW23 28 0060 Approved Subaward (9519 : Authorize the District Attorney to apply/sign for CalOES Grant)

Cal OES
GOVERNOR'S OFFICE OF EMERGENCY SERVICES

Federal Fund Grant Subaward Assurances

Victims of Crime Act (VOCA) Victim Assistance Formula Grant Program

Subrecipient: ~~Colusa County~~ ~~VW 23 28 0060~~ Colusa County DLM

	Cal OES Program Name	Grant Subaward #	Grant Subaward Performance Period
1.	Victim Witness Assistance Program	VW23 28 0060	10/01/2023-09/30/2024
2.			
3.			
4.			
5.			
6.			

Subrecipients agree to adhere to the following and ensure these assurances are passed down to Second-Tier Subrecipients.

1. **Required Audits and Financial Statements (SRH Section 14.005)**

Subrecipients expending $750,000 or more in federal funds annually must comply with the single audit requirement established by the Federal Office of Management and Budget (OMB) Uniform Guidance 2 C.F.R. Part 200, Subpart F and arrange for a single audit by an independent Certified Public Accountant (CPA) firm annually. Audits conducted under this section will be performed using the guidelines established by the American Institute of Certified Public Accountants (AICPA) for such audits.

☐ Subrecipient expends $750,000 or more in federal funds annually.

☒ Subrecipient does not expend $750,000 or more in federal funds annually.

2. **Compliance with General Appropriations-law Restrictions on the use of Federal Funds**

Subrecipients (and any Second-Tier Subrecipients) must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2022, are set out at https://ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm.

Should a question arise as to whether a particular use of federal funds by Subrecipients (and any Second-Tier Subrecipients) would or might fall within the scope of an appropriations or law restriction, Subrecipients are to contact Cal OES

Attachment: VW23 28 0060 Approved Subaward (9519 : Authorize the District Attorney to apply/sign for CalOES Grant)

for guidance, and may not proceed without the express prior written approval of Cal OES.

3. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this Grant Subaward.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2022 Grant Subaward supplements funds previously awarded by OJP under the same Grant Subaward number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial Grant Subaward or a supplemental Grant Subaward) that are obligated on or after the acceptance date of this FY 2022 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at https://ojp.gov/funding/Part200UniformRequirements.htm.

Record retention and access: Records pertinent to the Grant Subaward that the Subrecipient (and any Second-Tier Subrecipients) must be retained for a period of seven years after the Subrecipient makes final payments and all other pending matters are closed, unless a different retention period applies. Subrecipients (and any Second-Tier Subrecipients) must provide access to performance measurement information, financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an Grant Subaward-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the Subrecipient is to contact Cal OES promptly for clarification.

4. Requirement to Report Actual or Imminent Breach of Personally Identifiable Information

Subrecipients (and any Second-Tier Subrecipients) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if they:

- Create, collect, use, process, store, maintain, disseminate, disclose, or dispose of "Personally Identifiable Information (PII)" (2 C.F.R. 200.1) within the scope of an OJP grant-funded program or activity, or
- Use or operate a "Federal information system" (OMB Circular A-130).

Attachment: VW23 28 0060 Approved Subaward (9519 : Authorize the District Attorney to apply/sign for CalOES Grant)

Subrecipients (and any Second-Tier Subrecipients) must have breach procedures that must include a requirement to report actual or imminent breach of PII to Cal OES no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

5. OJP Training Guiding Principles

Subrecipients (and any Second-Tier Subrecipients) understand and agree that any training or training materials developed or delivered with funding under this Grant Subaward must adhere to the OJP Training Guiding Principle for Grantee and Subgrantees, available at https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees.

6. Compliance with DOJ Regulations Pertaining to Civil Rights and Nondiscrimination - 28 C.F.R. Part 38

Subrecipients (and any Second-Tier Subrecipients) must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to Subrecipient organizations (and any Second-Tier Subrecipient organizations) that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to Subrecipients (and any Second-Tier Subrecipients) that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at https://www.ecfr.gov/cgi-bin/ECFR?page=browse), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

7. Compliance with DOJ Regulations Pertaining to Civil Rights and Nondiscrimination - 28 C.F.R. Part 42

Subrecipients (and any Second-Tier Subrecipients) must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

Attachment: VW23 28 0060 Approved Subaward (9519 : Authorize the District Attorney to apply/sign for CalOES Grant)

8. **Compliance with DOJ Regulations Pertaining to Civil Rights and Nondiscrimination - 28 C.F.R. Part 54**

Subrecipients (and any Second-Tier Subrecipients) must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "educational programs."

9. **Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)**

Subrecipients (and any Second-Tier Subrecipients) must comply with, and are subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

Subrecipients (and any Second-Tier Subrecipients) also must inform their employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

10. **Compliance with Applicable Rules Regarding Approval, Planning, and Reporting of Conferences, Meetings, Trainings, and Other Events**

Subrecipients (and any Second-Tier Subrecipients) must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this Grant Subaward appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

11. **Requirement for Data on Performance and Effectiveness under the Grant Subaward**

Subrecipients (and any Second-Tier Subrecipients) must collect and maintain data that measure the performance and effectiveness of work under this Grant Subaward. Subrecipients (and any Second-Tier Subrecipients) must provide data (within the required timeframes) to OJP via the Performance Measurement Tool (PMT).

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12. Determination of Suitability to Interact with Participating Minors

This condition applies to the Grant Subaward (if it is indicated) when some or all of the activities to be carried out under the Grant Subaward (whether by Subrecipients, or Second-Tier Subrecipients) is to benefit a set of individuals under 18 years of age.

Subrecipients (and any Second-Tier Subrecipients) must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at https://ojp.gov/funding/Explore/Interact-Minors.htm. (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

13. Compliance with DOJ Grants Financial Guide

Subrecipients (and any Second Tier Subrecipients) must comply with all applicable sections of the DOJ Financial Guide. References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at https://ojp.gov/financialguide/DOJ/index.htm), including any updated version that may be posted during the period of performance. Subrecipients agree to comply with the DOJ Grants Financial Guide.

14. Encouragement of Policies to Ban Text Messaging while Driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the DOJ encourages Subrecipients (and any Second-Tier Subrecipients) to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this Grant Subaward, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

15. Potential Imposition of Additional Requirements

Subrecipients (and any Second-Tier Subrecipients) agree to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this Grant Subaward, if Subrecipients are designated as "high-risk" for purposes of the DOJ high-risk grantee list.

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16. Employment Eligibility Verification for Hiring under the Grant Subaward

a. Subrecipients (and any Second-Tier Subrecipients) must:

1) Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with Grant Subaward funds, Subrecipients (and any Second-Tier Subrecipients) properly verify the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

2) Notify all persons associated with Subrecipients (or any Second-Tier Subrecipients) who are or will be involved in activities under this Grant Subaward of both:

a) This Grant Subaward requirement for verification of employment eligibility, and

b) The associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

3) Provide training (to the extent necessary) to those persons required by this condition to be notified of the Grant Subaward requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

4) As part of the recordkeeping for the Grant Subaward (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this Grant Subaward condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

b. Monitoring

Subrecipients' monitoring responsibilities include monitoring Second-Tier Subrecipients' compliance with this condition.

c. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, Grant Subaward funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

d. Rules of construction

1) Staff involved in the hiring process

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For purposes of this condition, persons "who are or will be involved in activities under this Grant Subaward" specifically includes (without limitation) any and all Subrecipient officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with Grant Subaward funds.

2) Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, Subrecipients (and any Second-Tier Subrecipients) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the Subrecipient (and any Second-Tier Subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with Grant Subaward funds.

3) "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

4) Nothing in this condition shall be understood to authorize or require Subrecipients (and any Second-Tier Subrecipients), or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

5) Nothing in this condition, including in paragraph 4.B., shall be understood to relieve Subrecipients (and any Second-Tier Subrecipients) or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (https://www.e-verify.gov/).

17. Restrictions and Certifications Regarding Non-disclosure Agreements and Related Matters

No Subrecipients (and any Second-Tier Subrecipients) under this Grant Subaward, or entity that receives a procurement contract or subcontract with any funds under this Grant Subaward, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.
The foregoing is not intended, and shall not be understood by the agency making

Attachment: VW23 28 0060 Approved Subaward (9519 : Authorize the District Attorney to apply/sign for CalOES Grant)

this Grant Subaward, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

a. In accepting this Grant Subaward, Subrecipients (and any Second-Tier Subrecipients):

   1) Represent that they neither require, nor have required, internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

   2) Certify that, if they learn, or are notified, that they have, or have been, requiring their employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, they will immediately stop any further obligations of Grant Subaward funds, will provide prompt written notification to Cal OES, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by Cal OES.

b. If Subrecipients are authorized under this award to make Second-Tier Subawards, procurement contracts, or both:

   1) Subrecipients represent that:

      a) No other entity (whether through a Second-Tier Subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) that they pass funds to either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

      b) Appropriate inquiry has been made, or otherwise Subrecipients have an adequate factual basis, to support this representation; and

   2) If learned or notified that any Second-Tier Subrecipient, contractor, or subcontractor entity that receives funds under this Grant Subaward is, or has been, requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, they will immediately stop any further obligations of Grant Subaward funds to or by that entity, will provide prompt written notification to Cal OES, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by Cal OES.

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18. All Grant Subawards Must Have Specific Federal Authorization

Subrecipients (and any Second-Tier Subrecipients) must comply with all applicable requirements for authorization of any Grant Subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "Grant Subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any Grant Subaward are posted on the OJP web site at https://ojp.gov/funding/Explore/SubawardAuthorization.htm.

19. Requirements Related to System for Award Management and Universal Identifier Requirements

Subrecipients (and any Second-Tier Subrecipients) must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at https://www.sam.gov/. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

Subrecipients also must comply with applicable restrictions for Second-Tier Subawards, including restrictions on Grant Subawards to entities that do not acquire and provide (to Subrecipients) the unique entity identifier required for SAM registration.

The details of the Subrecipients' obligations related to SAM and to unique entity identifiers are posted on the OJP web site at https://ojp.gov/funding/Explore/SAM.htm.

This condition does not apply to a Grant Subaward to an individual who received the Grant Subaward as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

20. Restrictions on "Lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by Subrecipients (and any Second-Tier Subrecipients), either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by Subrecipients (and any Second-Tier Subrecipients), to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of

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a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a Subrecipient (or any Second-Tier Subrecipient) would or might fall within the scope of these prohibitions, the Subrecipient is to contact Cal OES for guidance, and may not proceed without the express prior written approval of Cal OES.

21. Specific Post-award Approval Required to Use a Noncompetitive Approach in any Procurement Contract that would Exceed $250,000

Subrecipients (and any Second-Tier Subrecipients) must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, $250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm.

22. Requirements Pertaining to Prohibited Conduct Related to Trafficking in Persons (including reporting requirements and OJP Authority to Terminate Grant Subaward)

Subrecipients (and any Second-Tier Subrecipients) must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of Subrecipients (and any Second-Tier Subrecipients), or individuals defined (for purposes of this condition) as "employees" of Subrecipients (and any Second-Tier Subrecipients).

The details of the Subrecipients' obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm.

23. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct

Subrecipients (and any Second-Tier Subrecipients) must promptly refer to Cal OES any credible evidence that a principal, employee, agent, Subrecipient, contractor, subcontractor, or other person has, in connection with funds under this Grant Subaward-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

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Potential fraud, waste, abuse, or misconduct involving or relating to funds under this Grant Subaward should must also be reported to Cal OES. Additional information is available from the DOJ OIG website at https://oig.justice.gov/hotline.

24. Discrimination Findings

Subrecipients (and any Second-Tier Subrecipients) assure that in the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the ground of race, religion, national origin, sex, or disability against a recipient of victim assistance formula funds under this Grant Subaward, Subrecipients will forward a copy of the findings to the Office for Civil Rights of OJP.

25. VOCA Requirements

Subrecipients (and any Second-Tier Subrecipients) assure that they will comply with the conditions of the Victims of Crime Act (VOCA) of 1984, sections 1404(a)(2), and 1404(b)(1) and (2), 34 U.S.C. 20103(a)(2) and (b)(1) and (2) (and the applicable program guidelines and regulations), as required.

26. Federal Funding Accounting and Transparency Act (FFATA)

Yes	No	
☐	☒	Has the Subrecipient received $25,000,000 or more in federal funds in the preceding fiscal year?
☐	☐	If the answer is yes, does the amount of federal funds received equal 80% or more of the Subrecipient's annual gross revenue?
☐	☐	If the answer is yes to the above two questions, did the Subrecipient report to the U.S. Security and Exchange Commission?

For additional information reference: Award Condition: Reporting Subawards and Executive Compensation (Updated as of September 2016) | Office of Justice Programs (ojp.gov).

CERTIFICATION

I certify the Subrecipient identified above will comply with the requirements of the Subrecipient Handbook and the federal fund Grant Subaward assurances outlined above.

Official Designee's Signature: _____

Official Designee's Typed Name: Brendan Farrell

Official Designee's Title: District Attorney

Date Executed: 06/13/2023

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Cal OES
GOVERNOR'S OFFICE OF EMERGENCY SERVICES

Grant Subaward Budget Pages
Multiple Fund Sources

Subrecipient: Colusa County		Grant Subaward #:VW23 28 0060		
A. Personnel Costs - Line-item description and calculation	**22 VOCA**	**23 VOCA**	**23 VWAO**	**Total Amount Allocated**
Victim Witness Advocate Cooridinator (1 FTE)				
Monthly Salary ($4,967 x 12)	$57,864	$1,740		$59,604
Benefits				
Approx. 38% of $95,565 = $35,961	$35,961			$35,961
Retirement, Health, SS/MC				
**The Victim Witness Advocate Coordinator administers services to all victims of crime, along with all other duties for this department.*				
Fiscal Program Analyst (0.15 FTE)				
Monthly Salary ($6435 x 12 x .15)	$11,583			$11,583
Benefits				
Approx. 46% of $21,385 = $9,802	$9,802			$9,802
Retirement, Health, SS/MC				
** The Fiscal Program Analyst at 15% of one staff member, administers and monitors the grant and budget along with payroll, A/R, A/P, and all fiscal duties.*				
Victim Witness Advocate I @ hourly rate				
Extra Help ($1350/mo x 12)		$5,400	$10,800	$16,200
Soc Sec/Medicare ($103.28/mo x 12)		$403	$837	$1,240
Worker's Compensation Insurance		$786		$786
Personnel Costs Fund Source Totals	$115,210	$8,329	$11,637	$135,176
PERSONNEL COSTS CATEGORY TOTAL				$135,176

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Cal OES
GOVERNOR'S OFFICE OF EMERGENCY SERVICES

Grant Subaward Budget Pages
Multiple Fund Sources

Subrecipient: Colusa County		Grant Subaward #:VW23 28 0060		
B. Operating Costs - Line-item description and calculation	**22 VOCA**	**23 VOCA**	**23 VWAO**	**Total Amount Allocated**
Communications ($300/mo x 12) Telephone, fax, server, wi-fi		$3,600		$3,600
Cell Phone ($100/mo x 12) ** Used by VW Advocate Coordinator for transporting & after hours incidents.*		$1,200		$1,200
DLM **Indirect - 10% de Minimis** **10% of ~~$247,025~~ $246,134 (MTDC) = ~~$24,703~~ $24,613** ***claiming less*** Use for 10% - Auditor, Treasurer, Personnel, Custodian, IT, Purchasing, HR Excludes registration costs and equipment rental fees	$11,350	$10,851		$22,201
Software				
Email security		$200		$200
Case Management Maintenance Allocation ** Case Management program eProsecutor cost is $2654 per user per year*		$2,654		$2,654
Equipment Maintenance				
Click Charges for Photocopier ($40/mo x 12)		$480		$480
Vehicle Maintenance		$2,000		$2,000
Yearly alarm monitoring		$50		$50
MVA Specific Apparel		$2,702		$2,702
Office Supplies ($500/mo x 12 months) Office paper, envelopes, pens, folders, brochures, presentation materials, ink, promotional items Misc office items, storage supplies, printer, etc		$6,000		$6,000
Postage ($60/mo x 12)		$720		$720
Membership - CCVA ($125 per year)		$125		$125

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GOVERNOR'S OFFICE OF EMERGENCY SERVICES

Grant Subaward Budget Pages
Multiple Fund Sources

Subrecipient: Colusa County		**Grant Subaward #:VW23 28 0060**		
B. Operating Costs - Line-item description and calculation	**22 VOCA**	**23 VOCA**	**23 VWAO**	**Total Amount Allocated**
Direct Victim Services Fines, fees, penalties, hotel, rent, bills, food, clothing, temporary cell phone, transportation, etc. (Direct Victim Services are limited only to costs allowable by the CFR title 2 part 200 and the Subrecipient Handbook. Specific fines, fees, and penalties must be approved via a Grant Subaward modification.		~~$30,000~~ $30,400		~~$30,000~~ $30,400
Update Furniture - Family Room Couch, TV, table, kids table, coat rack, rugs, chairs, etc. Exact costs for each item will be reflected in a future modification.		$15,000		$15,000
Equipment Rental Photocopier ($75/mo x 12) **Shared photocopier used by DA & VW staff*		~~$900~~		$900
Program Supplies Go-bag supplies, printing services, outreach supplies, safety vests, management & technology supplies		$25,000	$5,931	$30,931
Fuel ($400/ mo x 12)		$4,800		$4,800
Transportation & Travel - Training ****County rates***				
VW CDAA Conferences				
Registration Fees = $300		$300		$300
Airfare $400		$400		$400
Hotel $150 x 4 = $600		$600		$600
Meals/Incidentals $64/day x 4 days = $256		$256		$256
Parking/shuttle $150		$150		$150
Sexual Assault Training - Date & Location TBD				
Registration Fees = $400		$400		$400
Airfare $300		$300		$300
Hotel $200 x 3 days = $600		$600		$600
Meals/Incidentals $64/day x 3 days = $192		$192		$192
Parking/shuttle $120		$120		$120

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Grant Subaward Budget Pages
Multiple Fund Sources

Subrecipient: Colusa County		**Grant Subaward #:VW23 28 0060**		
B. Operating Costs - Line-item description and calculation	**22 VOCA**	**23 VOCA**	**23 VWAO**	**Total Amount Allocated**
CCVAA Crisis Response Training - Date & Location TBD				
~~Registration Fees = $400~~		~~$400~~		~~$400~~
Airfare $400		$400		$400
Hotel $200 x 5 days = $1000		$1,000		$1,000
Meals/Incidentals $64/day x 5 days = $320		$320		$320
Parking/shuttle = $150		$150		$150
NOVA Conference - Date TBD, New Orleans				
Registration Fees = $350		$350		$350
Airfare $600		$600		$600
Hotel $160 x 7 days = $1120		$1,120		$1,120
Meals/Incidentals $64/day x 7 days = $448		$448		$448
Parking/shuttle = $200		$200		$200
Entry Level Advocacy Training - Date & Location TBD				
Airfare $300		$300		$300
Hotel $200 x 5 = $1000		$1,000		$1,000
Meals/Incidentals $64/day x ~~4~~ 5 days = $320		$320		$320
Parking/shuttle = $200		$200		$200
Advanced Advocacy Training - Date & Location TBD				
Airfare $300		$300		$300
Hotel $200 x 5 = $1000		$1,000		$1,000
Meals/Incidentals $64/day x ~~4~~ 5 days = $320		$320		$320
Parking/shuttle = $200		$200		$200
These are placeholders for training. A modification must be submitted before booking travel if training is out of state.				
Operating Costs Fund Source Totals	$11,350	$118,228	$5,931	$135,509
OPERATING COSTS CATEGORY TOTAL				$135,509

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GOVERNOR'S OFFICE OF EMERGENCY SERVICES

Grant Subaward Budget Pages
Multiple Fund Sources

Subrecipient: Colusa County		Grant Subaward #:VW23 28 0060		
C. Equipment Costs - Line-item description and calculation	22 VOCA	23 VOCA	23 VWAO	Total Amount Allocated
Equipment Costs Fund Source Totals				—
EQUIPMENT COSTS CATEGORY TOTAL				—

DLM

Grant Subaward Totals - Totals must match the Grant Subaward Face Sheet	22 VOCA	23 VOCA	23 VWAO	Total Project Cost
Fund Source Totals	$126,560	$126,557	$17,568	$270,685

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Attachment: VW23 28 0060 Approved Subaward (9519 : Authorize the District Attorney to apply/sign for CalOES Grant)

Budget Summary Report

VW23 Victim/Witness Assistance Program
Colusa County
Victim/Witness Assistance Program

Subaward#: VW23 28 0060
Subaward Period: 10/01/23 - 09/30/24
Latest Request:

A Personnel Services - Salaries/Employee Benefits

F/S/L	Funding Source	Budget Amount	Paid/Expended	Balance	Pending	Pending Balance
F	22VOCA	115,210	0	115,210	0	115,210
F	23VOCA	8,329	0	8,329	0	8,329
S	23VWA0	11,637	0	11,637	0	11,637
Total A Personnel Services - Salaries/Employee Benefits		***135,176***	***0***	***135,176***	***0***	***135,176***

B. Operating Expenses

F/S/L	Funding Source	Budget Amount	Paid/Expended	Balance	Pending	Pending Balance
F	22VOCA	11,350	0	11,350	0	11,350
F	23VOCA	118,228	0	118,228	0	118,228
S	23VWA0	5,931	0	5,931	0	5,931
Total B. Operating Expenses		***135,509***	***0***	***135,509***	***0***	***135,509***

C. Equipment

F/S/L	Funding Source	Budget Amount	Paid/Expended	Balance	Pending	Pending Balance
F	22VOCA	0	0	0	0	0
F	23VOCA	0	0	0	0	0
S	23VWA0	0	0	0	0	0
Total C. Equipment		***0***	***0***	***0***	***0***	***0***

F/S/L	Funding Source	Budget Amount	Paid/Expended	Balance	Pending	Pending Balance
Total						

F/S/L (Funding Types): F=Federal, S=State, L=Local Match
Paid/Expended=posted in Ledger w/Claim Schedule, Pending=Processsed, but not yet in Claim Schedule

Attachment: VW23 28 0060 Approved Subaward (9519 : Authorize the District Attorney to apply/sign for

Budget Summary Report

VW23 Victim/Witness Assistance Program

Colusa County

Victim/Witness Assistance Program

Subaward#: VW23 28 0060

Subaward Period: 10/01/23 - 09/30/24

Latest Request:

	Budget Amount	Paid/Expended	Balance	Pending	Pending Balance
Total Local Match:	0	0	0	0	0
Total Funded:	270,685	0	270,685	0	270,685
Total Project Cost:	270,685	0	270,685	0	270,685

F/S/L (Funding Types): F=Federal, S=State, L=Local Match
Paid/Expended=posted in Ledger w/Claim Schedule, Pending=Processsed, but not yet in Claim Schedule

Attachment: VW23 28 0060 Approved Subaward (9519 : Authorize the District Attorney to apply/sign for

Cal OES
GOVERNOR'S OFFICE OF EMERGENCY SERVICES

Grant Subaward Budget Narrative

Grant Subaward #: VW23 28 0060

Subrecipient: Colusa County

The proposed budget for this grant year focuses primarily on the objectives of the Victim Witness Assistance Program, providing both victims and witnesses with all available assistance that Victim Witness can provide, whether mandatory or optional under the grant. The additional funding from Mass Victimization Advocacy will assist with Colusa County Victim Witness's ability to participate in and be better equipped to respond and assist with mass victimization and terroristic events.

The Victim Witness proposed budget will cover the entirety of the cost to employ a full time Victim Witness Advocate Coordinator who also acts as the Mass Victimization Advocate, as well as a part time Extra Help Victim Witness Advocate.

The Majority of the funds are to be allocated to pay the entirety of the Victim Witness Advocate Coordinator/Mass Victimization Advocate's salary, the entirety of a part time Victim Witness Advocate's salary, and 15% of the Financial Officer/Office Manager's salary. By allocating the outlined funds to these salaries, we are ensuring that victims and witnesses alike will be provided with the available services outlined by the grant. The Victim Witness Assistance program in Colusa County is housed in the District Attorney's Office, and we

Attachment: VW23 28 0060 Approved Subaward (9519 : Authorize the District Attorney to apply/sign for CalOES Grant)

Cal OES
GOVERNOR'S OFFICE OF EMERGENCY SERVICES

Grant Subaward Budget Narrative

Grant Subaward #: VW23 28 0060
Subrecipient: Colusa County

service a County that extends over 1,156 square miles and houses a population of 21,917 people.

Also proposed is the allocation of funds to go towards office supplies that are needed and materials used for things such as running the day to day office, further education on Victim Witness Assistance to both the public and to Local Law Enforcement, as well as membership dues and general outreach. Another proposed fund allocation is to go towards training for the Victim Witness Advocate Coordinator/Mass Victimization Advocate to attend. As of now, the Advocate Coordinator is hoping to attend Entry Level Advocacy training, Advanced Level Advocacy Training, CCVAA Crisis Response Training, Sexual Assault Training, a CDAA Conference, and the Nova Conference. These trainings will help to provide a more trauma informed response for victims who seek assistance and advocacy. If future trainings out of state are available to attend, an Out Of State Travel Request and all required CalOES forms will be submitted.

The Victim Witness Advocate Coordinator/Mass Victimization Advocate and the Extra Help Victim Witness Advocate will both be budgeted at 100% and the Financial Officer/Office Manager will be budgeted at 15%. The Advocate Coordinator/Mass Victimization Advocate will spend majority of her time

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Grant Subaward Budget Narrative

Grant Subaward #: VW23 28 0060

Subrecipient: Colusa County

working directly with victims and witnesses to ensure that they are receiving mandatory services that are required by the grant, as well as any optional services that may be available to them. The Advocate Coordinator will also oversee an Extra Help Advocate, as well as record and submit statistics, prepare progress reports, write grant applications, and remain in compliance with all grant deadlines. The Advocate Coordinator will also maintain court calendars to ensure a Victim Advocate is present in court, as well as ensure that victims are kept up to date with their case information and court events. The Advocate Coordinator will also communicate with Law Enforcement and provide trainings to ensure that Officers and Deputies can provide victims with all available information at the scene of a crime if an advocate is not present. The Advocate Coordinator also attends community meetings and continues to provide further education on the Victim Witness Assistance Program to the public and local programs and agencies.

The Financial Officer/Office Manager prepares and submits reports for any and all expenditures, modifications, and requests for funds. The Financial Officer/Office Manager prepares the budget pages of the grant as well as prepares and submits requests for payments via 201's.

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Grant Subaward Budget Narrative

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The Mass Victimization Advocate will continue to strengthen and incorporate the Comprehensive Response/Mass Victimization Assistance Plan to identify and respond to victims needs in the event of a Mass Victimization/Terroristic event. The Mass Victimization Advocate attends regional meetings and MVA trainings geared towards multi-county aid responses. The Mass Victimization Advocate also utilizes designated funding for go-bags, safety apparel, and other resources needed for deployment.

Colusa County's Victim Witness Assistance Program hopes to continue to promote awareness about the program and all of its available services and continue to provide education on the program to Law Enforcement, Public Agencies, and the general public alike. This coming year we hope to continue expanding on our public outreach and prioritize becoming well known and accessible to the community, so that in the event of being the victim of a crime citizens are more comfortable and familiar with our program and how we can help.

Colusa County Victim Witness Assistance Program has no need to sub-contracts nor do we anticipate any unusual expenditures.

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GOVERNOR'S OFFICE OF EMERGENCY SERVICES

Grant Subaward Programmatic Narrative

Grant Subaward #: VW23 28 0060

Subrecipient: Colusa County

Problem Statement:

The largest problem that Colusa County faces is its general lack of resources available to victims of crime. Colusa faces a lack of shelters, a lack of medical resources, and a lack of counseling resources that directly affects victim services. Over the last few years, our office has made efforts to bridge that gap by establishing Operational Agreements with other offices and agencies that can provide services that our county may be lacking, as well as having strong communications with our sister counties who have a larger expanse of resources for us to pull from.

A key example of utilizing resources in neighboring counties would be the running list of counselors that our office keeps that contains their specialties, locations, and contact information to assist victims of crime in finding the appropriate care. We further bridge this gap by facilitating transportation where we can if a victim is in need of services without means to travel.

To further bridge this gap, our office continues to work to maintain cohesive working relationships with the in-county resources that are available, as well as being involved in any county meeting where the Victim Witness Assistance Program may be utilized either immediately for could be necessary in the future.

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Subrecipient: Colusa County

Even with the lack of available resources in Colusa County, our Victim Witness program continues to make efforts to further the program and assist all victims of crime without limitations on any particular type of crime.

Colusa County Victim Witness has continued to have ongoing meetings and trainings with local Law Enforcement to provide education on what Victim Witness can assist with, and where an advocate would be beneficial at the scene of the crime. With the continued efforts to have open communications and great working relationships with Law Enforcement, we have been able to improve the knowledge and utilization of Victim Witness services, creating a more trauma informed response and easier experience for victims.

Plan:

Colusa County Victim Witness makes active efforts to provide all available services, mandatory and optional alike, to any victim who may be eligible for such resources. Our office continues to strive to be welcoming, comforting, and trauma informed when it comes to assisting victims.

When providing crisis intervention and emergency assistance, an advocate is available to be called out to assist victims in crisis using their department issued cell phone and the department vehicle. In addition to being physically present

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Grant Subaward Programmatic Narrative

Grant Subaward #: VW23 28 0060

Subrecipient: Colusa County

when someone has just been victimized, Colusa advocates are equipped with resources for counselors and shelters as well as keep clothes and other items available to meet a victims immediate needs.

Direct counseling is in frequent practice, our office will continue in its efforts to make phone contact with victims of crimes as soon as we are notified of the incident, as well as continuing to actively listen with empathy to what a victims needs may be and providing referrals to further counseling services. In addition to the initial contact made by an advocate, our office intends to continue to follow up with victims and check on their wellbeing after the crime and throughout the duration of court proceedings. We will continue to have an advocate present in court, not only to provide an escort to victims who are present and make them familiar with the Criminal Justice System, but also to ensure that we have the most up to date information so we may provide an updated case status to victims after court proceedings.

Colusa County Victim Witness will continue to advise victims who may be eligible for benefits provided by the Victims Compensation Board of its existence, application process, and status as well as assist victims with filling out the forms and providing guidance into obtaining required documentation. We make active efforts to follow up with victims after an application has been provided to

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them to see if any assistance can be given in filling out the application, as well as providing updates and following up with VCB after an application has been submitted. To ease the load that is placed on someone who has been victimized, we also advise victims if our ability to make notifications to their friends, families, and employers if they so request.

We will continue in our efforts to make contact with all victims of crimes, regardless of the crime type, so that we may continue to be of service to victims. When victims are not eligible for resources such as victim compensation, our advocates assist with obtaining restitution documents and facilitating the request for restitution which is provided to the courts. Our office will also make more efforts to follow up with victims who may have lost property, and keep them informed of when their property may be released, and what to expect from that process as well as an explanation as to why property may not be returned to a victim in certain cases.

In the coming year, Colusa County Victim Witness intends to expand on training to Criminal Justice Agencies, this will include what services are available to victims, what victim's rights are, and providing trauma informed responses to ease a victim's initial contact with Law Enforcement. Our office is also making plans to become even more present in the community this year. Our plans

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GOVERNOR'S OFFICE OF EMERGENCY SERVICES

Grant Subaward Programmatic Narrative

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include attending more county events such as strolls and street fairs, reaching out to local schools to provide preventative information to the youth, and be more present on social media so information will be more available to the public.

This coming year, the Colusa County Victim Witness Program has plans to establish child care assistance options for temporary use by pursuing Operational Agreements with local youth centers and day cares. We also intend to become more knowledgeable and equipped to assist with funeral arrangements by being in touch with local funeral homes, becoming more informed about the process to obtain Temporary Restraining Orders, and what things need to be considered when potentially arranging witness protection. We continue to improve and update our Family Room/Waiting Area to make it more comfortable for victims and their families while they wait for court or interviews. Our office continues to communicate with victims that if needed we can assist with transportation to court events, but also to counseling or medical appointments that the victim may need to attend as a result of the crime.

The largest update to our Mass Victimization unit is that our Mass Victimization Advocate has been able to become part of the County Emergency Medical Response Committee and attend meetings as Victim Witness representation as well as provide necessary input and has started to make

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GOVERNOR'S OFFICE
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Grant Subaward Programmatic Narrative

Grant Subaward #: VW23 28 0060

Subrecipient: Colusa County

contacts to get the Mass Victimization Plan entered into the County Emergency Action Plan. Our Mass Victimization Advocate has also been attending the quarterly meetings with our Crisis Response Region as well as attending the training for Mass Victimization Plans put on by Yolo County earlier this year.

The Victim Witness Advocate Coordinator/Mass Victimization Advocate has plans to attend the Entry level Advocacy Training, Advanced Level Advocacy Training, and the CCVAA Victim Advocate and Crisis Response Training this coming year as required by the grant. Our office continues to strive to be accessible to the public as well as educated in appropriate response and provide all available services to victims of crime.

Colusa County Victim Witness Assistance intends to have volunteers in the coming grant year. Volunteer duties will include assistance with outreach such as county fairs and strolls, as well as the continued education that we provide to law enforcement and schools.
Volunteers will also be able to learn all about victims rights, the orientation of the criminal justice system, how our office contacts and maintains communication with victims, and so much more.

AC

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GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

Volunteer Waiver Request

Grant Subaward #: VW23 28 0060

Subrecipient: Colusa County Victim Assistance Program

Justification:
The Colusa County Victim Assistance Program is currently staffed with one full time Victim Witness Advocate Coordinator and hopes to bring on a part time Victim Witness Advocate. Due to Colusa's large size and small population, not many are able to make the commute to Colusa County in order to volunteer with our department. While the Victim Witness Advocate Coordinator has made efforts to reach out to nearby colleges, we have so far been unsuccessful in obtaining any volunteers. Our office will continue in its efforts to obatin a volunteer as the benefits to both the volunteer and our department are well appreciated.

Cal OES Approval

☑ Approved	☐ Denied	Program Specialist Signature	7/18/23 Date
☒ Approved	☐ Denied	Unit Chief Signature	7/20/2023 Date

Attachment: VW23 28 0060 Approved Subaward (9519 : Authorize the District Attorney to apply/sign for CalOES Grant)

Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

Victims of Crime Act (VOCA) Victim Assistance Formula Grant Program Match Waiver Request Form

Cal OES Subrecipients may request a partial or full match waiver for Victim of Crime Act (VOCA) Victim Assistance Formula Grant Program funds. Approval is dependent on a compelling justification. To request a partial or full match waiver, the Subrecipient must complete the following:

1. Cal OES Grant Subaward Number: VW23 28 0060
2. Subrecipient's Name: Colusa County
3. Grant Subaward Performance Period 10/01/2023 through 09/30/2024
4. VOCA Fund Source #1: 22VOCA
   - VOCA Victim Assistance Formula Grant Program Funds Awarded: $ 126,560
   - Amount of Match Proposed (post approved Match Waiver): $ 0
5. VOCA Fund Source #2 (if applicable): 23VOCA
   - VOCA Victim Assistance Formula Grant Program Funds Awarded: $ 126,557
   - Amount of Match Proposed (post approved Match Waiver): $ 0
6. Briefly summarize the services provided:

   This Sub-recipient focuses on supporting the objectives and activities of this project by providing victims and witnesses of crime with the mandatory and optional services that are outlined by the Victim Witness (VW) grant. We have decided to accept the Mass Victimization Advocate (MVA) optional funding in order to continue working on our Victim Witness Center to participate in a coordinated community response to mass victimization/terrorism incidents.

7. Describe practical/logistical obstacles and/or local resource constraints to providing match:

   Due to the fact that we are a small rural county, we deal with issues such as restricted use of funding and less funds in other areas to cover things that are not VOCA allowable, shortage of fundraising opportunities, lack of interest from interns for unpaid work and fewer opportunities to find new sources of in-kind donations. With our county's budgetary issues, it would be burden on our county to meet the required match without this waiver. This current fiscal year, our agency was required to reduce our budgets and will most likely be required to do the same again this upcoming fiscal year.

Approved ☒	Susan Grace	Susan Grace Digitally signed by Susan Grace Date: 2023.04.04 10:19:37 -07'00'	4/4/2023
Denied ☐	Unit Chief Name	Unit Chief Signature	Date

Attachment: VW23 28 0060 Approved Subaward (9519 : Authorize the District Attorney to apply/sign for CalOES Grant)

CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES
SUBRECIPIENT GRANTS MANAGEMENT ASSESSMENT

011-95000

Subrecipient: Colusa County VW23 28 0060	**UEI #**HB96CDAJKLC1	**FIPS #:** ~~011-00000~~
Grant Disaster/Program Title: Victim Witness Assistance Program		
Performance Period: 10/01/23 to 09/30/~~20~~ 24	**Subaward Amount Requested:** $270,685	
Type of Non-Federal Entity (Check Applicable Box)	☐ State Govt ☒ Local Govt ☐ JPA ☐ Non-Profit ☐ Tribe	

Per Title 2 CFR § 200.332, Cal OES is required to evaluate the risk of noncompliance with federal statutes, regulations and grant terms and conditions posed by each subrecipient of pass-through funding. This assessment is made in order to determine and provide an appropriate level of technical assistance, training, and grant oversight to subrecipients for the award referenced above.

The following are questions related to your organization's experience in the management of federal grant awards. This questionnaire must be completed and returned with your grant application materials.

For purposes of completing this questionnaire, *grant manager* is the individual who has primary responsibility for day-to-day administration of the grant, *bookkeeper/accounting staff* means the individual who has responsibility for reviewing and determining expenditures to be charged to the grant award, and *organization* refers to the subrecipient applying for the award, and/or the governmental implementing agency, as applicable.

Assessment Factors	Response
1. How many years of experience does your current grant manager have managing grants?	<3 years
2. How many years of experience does your current bookkeeper/accounting staff have managing grants?	>5 years
3. How many grants does your organization currently receive?	1-3 grants
4. What is the approximate total dollar amount of all grants your organization receives?	$ 270
5. Are individual staff members assigned to work on multiple grants?	No
6. Do you use timesheets to track the time staff spend working on specific activities/projects?	Yes
7. How often does your organization have a financial audit?	Periodically
8. Has your organization received any audit findings in the last three years?	No
9. Do you have a written plan to charge costs to grants?	Yes
10. Do you have written procurement policies?	Yes
11. Do you get multiple quotes or bids when buying items or services?	Sometimes
12. How many years do you maintain receipts, deposits, cancelled checks, invoices?	>5 years
13. Do you have procedures to monitor grant funds passed through to other entities?	Yes

Certification: *This is to certify that, to the best of our knowledge and belief, the data furnished above is accurate, complete and current.*

Signature: (Authorized Agent)	**Date:** 6/13/23
Print Name and Title: Brendan Farrell, District Attorney	**Phone Number:** 530-458-0545

Cal OES Staff Only: SUBAWARD # VW23 28 0060

Attachment: VW23 28 0060 Approved Subaward (9519 : Authorize the District Attorney to apply/sign for CalOES Grant)

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OF EMERGENCY SERVICES

Grant Subaward Service Area Information

Information and Instructions

This form identifies the areas served by the Grant Subaward. Complete all sections of the form using the directions below. This form must be submitted as part of the Grant Subaward Application.

1. **County or Counties Served:** Enter the name or names of the counties served by the Grant Subaward and the county where the principal office for the Grant Subaward is located.

2. **U.S Congressional District(s) Served:** Enter the number(s) of the U.S. Congressional District(s) served by the Grant Subaward and the U.S. Congressional District number for where the principal office for the Grant Subaward is located.

3. **State Assembly District(s) Served:** Enter the number(s) of the State Assembly District(s) served by the Grant Subaward and the number for where the principal office for the Grant Subaward is located.

4. **State Senate District(s) Served:** Enter the number(s) of the State Senate District(s) served by the Grant Subaward and the number for where the principal office for the Grant Subaward is located.

5. **Population of Service Area:** Enter the total population of the area served by the Grant Subaward.

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Grant Subaward Service Area Information

Grant Subaward #: VW23 28 0060

Subrecipient: Colusa County

1. County or Counties Served:
   Colusa County

   County where principal office is located: Colusa County

2. U.S. Congressional District(s) Served:
   District 3

   U.S. Congressional District where principal office is located: District 3

3. State Assembly District(s) Served:
   District 3
   District 4

   State Assembly District where principal office is located: District 3

4. State Senate District(s) Served:
   District 4

   State Senate District where principal office is located: District 4

5. Population of Service Area: 21,917

Attachment: VW23 28 0060 Approved Subaward (9519 : Authorize the District Attorney to apply/sign for CalOES Grant)

Victim Witness Organizational Chart

Board of Supervisors

Kent Boes, Chair

Chief Executive Officer

Brendan Farrell, District Attorney

Victim Witness Program Coordinator / MVA

Bitsy West

Financial Officer

Devin Kelley

Attachment: VW23 28 0060 Approved Subaward (9519 : Authorize the District Attorney to apply/sign for CalOES Grant)

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GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

Operational Agreement Summary

Information and Instructions

Operational Agreements (OA) (also referred to as a Memorandum of Understanding (MOU)) are a formal agreement, without the exchange of money, between a Subrecipient and one or more participating agency(ies)/organization(s). The OA reflects the roles each agency/organization will play in achieving the goals and objectives of the Grant Subaward.

Many programs require OAs. In such instances, the RFA or RFP will provide instructions concerning the agencies/organizations for which the Subrecipient must have an OA. In addition to any programmatic OA requirements, Subrecipients are encouraged to establish an OA with any agency/organization that will be an active participant in the implementation of the Grant Subaward.

The Operational Agreement Summary is a list of active OAs, meeting the requirements of Subrecipient Handbook Section 7.005, that a Subrecipient has with participating agencies/organizations.

Complete all sections of the form and include, at a minimum, all OAs required by the RFA or RFP. If necessary, use additional forms to show all OAs.

This form must be submitted as part of the Grant Subaward Application when required by the RFA or RFP and/or with a Grant Subaward Modification (Cal OES Form 2-223), if changes are requested during the Grant Subaward performance period.

Attachment: VW23 28 0060 Approved Subaward (9519 : Authorize the District Attorney to apply/sign for CalOES Grant)

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GOVERNOR'S OFFICE OF EMERGENCY SERVICES

Operational Agreement Summary

Grant Subaward #: VW23 28 0060

Subrecipient: Colusa County

Participating Agency/Organization/Individual	Date Signed	Time Frame of OA
1. Colusa County Social Services	05/02/2022	05/02/22 to 09/30/25
2. Williams Police Department	04/27/2022	04/27/22 to 09/30/25
3. Colusa County Sheriff's Office	04/28/2022	04/28/22 to 09/30/25
4. Colusa County District Attorney	04/27/2022	04/27/22 to 09/30/25
5. Colusa COunty Behavioral Health	04/27/2022	04/27/22 to 09/30/25
6. Colusa Police Department	05/05/2022	05/05/22 to 09/30/25
7.		to
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19.		to
20.		to

Attachment: VW23 28 0060 Approved Subaward (9519 : Authorize the District Attorney to apply/sign for CalOES Grant)

OPERATIONAL AGREEMENT BETWEEN COLUSA COUNTY SOCIAL SERVICES AND COLUSA COUNTY VICTIM WITNESS ASSISTANCE CENTER

This Operational Agreement stands as evidence that the Colusa County Victim Witness Assistance Center and the Colusa County Social Services intend to work together toward the mutual goal of providing maximum available assistance to victims and/or witnesses of crime residing in **the County of Colusa**. To achieve this goal, both agencies agree upon the implementation of the following strategy:

The Colusa County Victim Witness Assistance Center will:

A) Upon referral, contact victims and/or witnesses of crime to provide services and assistance.

B) Upon request, the Victim Witness Coordinator will provide training to Colusa County Social Services regarding the services that are available to victims/witnesses through the Victim Witness Program. At this time the Coordinator can also address questions/concerns of department staff.

Colusa County Social Services will:

A) As a secondary referral source, contact Victim Witness staff to refer victims/witnesses of crime.

B) Inform victims of violent crimes that Victim Witness Assistance is available in Colusa County by providing victims with the Center's address and/or telephone number.

C) Display and provide victim/witnesses of crime with applications for Crime Victim Compensation.

This operational agreement shall be effective immediately upon signing through September 30, 2025. Amendments to this operational agreement must be made in writing and will require the approval of the Colusa County Victim Witness Assistance Center, Colusa County Social Services, and Office of Emergency Services.

Mary C. Godinez-York
Victim Witness Program Manager
Colusa County Victim Witness
Assistance Center

4/25/22
Date

Donna Dennis
Program Manager
Colusa County Social Services

5.2.2022
Date

Attachment: VW23 28 0060 Approved Subaward (9519 : Authorize the District Attorney to apply/sign for CalOES Grant)

OPERATIONAL AGREEMENT BETWEEN WILLIAMS POLICE DEPARTMENT AND COLUSA COUNTY VICTIM WITNESS ASSISTANCE CENTER

This Operational Agreement stands as evidence that the Colusa County Victim Witness Assistance Center and the Williams Police Department intend to work together toward the mutual goal of providing maximum available assistance to victims and/or witnesses of crime residing in the County of Colusa. To achieve this goal, both agencies agree upon the implementation of the following strategy:

The Colusa County Victim Witness Assistance Center will:

A) Be readily available to law enforcement officers to the provide assistance to victims and/or witnesses of crime. Specifically, upon officer request, immediate crisis intervention contact will be made with crime victims by Victim Witness staff either in person or by telephone contact to the Center during business hours (Mon.-Fri. 8:30 pm-5pm). Victim Witness staff is also available after hours for cases which warrant immediate attention (i.e. death involved or grievously violent). When assistance is requested after hours, telephone contact shall be made directly to the Coordinator.

B) Victim Witness staff will be readily available to victims and/or law enforcement officers to assist and/or help coordinate follow-up contact between the district attorney's office and the victim.

C) Upon request, the Victim Witness Coordinator will provide an annual training to the Williams Police Department regarding the services that are available to victims/witnesses through the Victim Witness Program. At this time the Coordinator can also address officer questions/concerns.

Williams Police Department will:

A) As a primary referral source, forward applicable Crime and Incident Reports to the Victim Witness Assistance Center on a daily basis so that Victim Witness staff can contact victims and/or witnesses of crime to offer services and assistance in a timely manner. Referrals may also be made by any other means deemed appropriate by the officer.

B) As a primary referral source, inform victims of violent crimes that Victim Witness Assistance is available in Colusa County by providing the victim with the Center's address and/or telephone number.

This operational agreement shall be effective immediately upon signing through September 30, 2025. Amendments to this operational agreement must be made in writing and will require the approval of the Colusa County Victim Witness Assistance Center, Williams Police Department, and Office of Emergency Services.

Mary C. Godinez-York
Victim Witness Program Manager
Colusa County Victim Witness
Assistance Center

4/25/22
Date

James Saso
Chief of Police
Williams Police Department

4/27/2022
Date

Attachment: VW23 28 0060 Approved Subaward (9519 : Authorize the District Attorney to apply/sign for CalOES Grant)

OPERATIONAL AGREEMENT BETWEEN COLUSA COUNTY SHERIFF'S DEPARTMENT AND COLUSA COUNTY VICTIM WITNESS ASSISTANCE CENTER

This Operational Agreement stands as evidence that the Colusa County Victim Witness Assistance Center and the Colusa County Sheriff's Department intend to work together toward the mutual goal of providing maximum available assistance to victims and/or witnesses of crime residing in the County of Colusa. To achieve this goal, both agencies agree upon the implementation of the following strategy:

The Colusa County Victim Witness Assistance Center will:

A) Be readily available to law enforcement officers to the provide assistance to victims and/or witnesses of crime. Specifically, upon officer request, immediate crisis intervention contact will be made with crime victims by Victim Witness staff either in person or by telephone contact to the Center during business hours (Mon.-Fri. 8:30 pm-5pm). Victim Witness staff is also available after hours for cases which warrant immediate attention (i.e. death involved or grievously violent). When assistance is requested after hours, telephone contact shall be made directly to the Coordinator.

B) Victim Witness staff will be readily available to victims and/or law enforcement officers to assist and/or help coordinate follow-up contact between the district attorney's office and the victim.

C) Victim Witness staff shall coordinate with the Crime Prevention Unit, upon request, to prove side by side assistance in making public presentations, etc. relating to crime prevention and victim services.

D) Upon request, the Victim Witness Coordinator will provide an annual training to the Colusa County Sheriff's Department regarding the services that are available to victims/witnesses through the Victim Witness Program. At this time the Coordinator can also address officer questions/concerns.

Colusa County Sheriff's Department will:

A) As a primary referral source, forward applicable Crime and Incident Reports to the Victim Witness Assistance Center on a daily basis so that Victim Witness staff can contact victims and/or witnesses of crime to offer services and assistance in a timely manner. Referrals may also be made by any other means deemed appropriate by the officer.

B) As a primary referral source, inform victims of violent crimes that Victim Witness Assistance is available in Colusa County by providing the victim with the Center's address and/or telephone number.

This operational agreement shall be effective immediately upon signing through September 30, 2025. Amendments to this operational agreement must be made in writing and will require the approval of the Colusa County Victim Witness Assistance Center, Colusa County Sheriff's Department, and Office of Emergency Services.

Mary C. Godinez-York
Victim Witness Program Manager
Colusa County Victim Witness
Assistance Center

4/25/22
Date

Joe Garofalo
Sheriff Coroner
Colusa County Sheriff's Department

4-28-22
Date

Attachment: VW23 28 0060 Approved Subaward (9519 : Authorize the District Attorney to apply/sign for CalOES Grant)

OPERATIONAL AGREEMENT BETWEEN COLUSA COUNTY DISTRICT ATTORNEY AND COLUSA COUNTY VICTIM WITNESS ASSISTANCE CENTER

This Operational Agreement stands as evidence that the Colusa County Victim Witness Assistance Center and the Colusa County District Attorney intend to work together toward the mutual goal of providing maximum available assistance to victims and/or witnesses of crime residing in the County of Colusa. To achieve this goal, both agencies agree upon the implementation of the following strategy:

The Colusa County Victim Witness Assistance Center will:

A) Be the implementing agency of the Colusa County Victim Witness Assistance Center, as set forth in the current Grant Award Agreement

B) Be available to the District Attorney, Deputy District Attorneys, District Attorney Investigators, as well as the Statutory Rape Coordinator to provide assistance to victims and/or witnesses of crime. Specifically, upon request, Victim Witness staff will accompany victims/witnesses for support during interviews conducted by the District Attorney staff as well as at trials and other court hearings.

C) Victim Witness staff will be readily available to victims and/or District Attorney staff to assist and/or help coordinate follow-up contact between the district attorney's office and the victim.

D) Upon request, the Victim Witness Coordinator will provide training to the Colusa County District Attorney's Office regarding the services that are available to victims/witnesses through the Victim Witness Program. At this time the Coordinator can also address questions/concerns of District Attorney staff.

Colusa County District Attorney will:

A) As a secondary referral source, contact Victim Witness staff to refer victims/witnesses of crime.

B) Inform victims of violent crimes that Victim Witness Assistance is available in Colusa County by providing victims with the Center's address and/or telephone number.

C) Display and provide victim/witnesses of crime with applications for Crime Victim Compensation.

This operational agreement shall be effective immediately upon signing through September 30, 2025. Amendments to this operational agreement must be made in writing and will require the approval of the Colusa County Victim Witness Assistance Center, Colusa County District Attorney, and Office of Emergency Services.

Mary C. Godinez-York
Victim Witness Program Manager
Colusa County Victim Witness Assistance Center

4/20/22
Date

Matthew R. Beauchamp
Colusa County District Attorney

4/27/22
Date

Attachment: VW23 28 0060 Approved Subaward (9519 : Authorize the District Attorney to apply/sign for CalOES Grant)

OPERATIONAL AGREEMENT BETWEEN COLUSA COUNTY BEHAVIORAL HEALTH SERVICES AND COLUSA COUNTY VICTIM WITNESS ASSISTANCE CENTER

This Operational Agreement stands as evidence that the Colusa County Victim Witness Assistance Center and the Colusa County Behavioral Health Services intend to work together toward the mutual goal of providing maximum available assistance to victims and/or witnesses of crime residing in the County of Colusa. To achieve this goal, both agencies agree upon the implementation of the following strategy:

The Colusa County Victim Witness Assistance Center will:

A) Upon referral, contact victims and/or witnesses of crime to provide services and assistance.

B) Refer Clients to Behavioral Health who may be in need of counseling services due to victimization.

C) Upon request, the Victim Witness Coordinator will provide training to Colusa County Behavioral Health regarding the services that are available to victims/witnesses through the Victim Witness Program. At this time the Coordinator can also address questions/concerns of department staff.

Colusa County Behavioral Health will:

A) As a secondary referral source, contact Victim Witness staff to refer victims/witnesses of crime

B) Inform victims of violent crimes that Victim Witness Assistance is available in Colusa County by providing victims with the Center's address and/or telephone number.

C) Display and provide victim/witnesses of crime with applications for Crime Victim Compensation.

This operational agreement shall be effective immediately upon signing through September 30, 2025. Amendments to this operational agreement must be made in writing and will require the approval of the Colusa County Victim Witness Assistance Center, Colusa County Behavioral, and Office of Emergency Services.

Mary C. Godinez-York
Victim Witness Program Manager
Colusa County Victim Witness
Assistance Center

4/25/2022
Date

Noel O'Neill
Interim Director
Colusa County Behavioral Health

4/27/2022
Date

Attachment: VW23 28 0060 Approved Subaward (9519 : Authorize the District Attorney to apply/sign for CalOES Grant)

OPERATIONAL AGREEMENT BETWEEN COLUSA POLICE DEPARTMENT AND COLUSA COUNTY VICTIM WITNESS ASSISTANCE CENTER

This Operational Agreement stands as evidence that the Colusa County Victim Witness Assistance Center and the Colusa Police Department intend to work together toward the mutual goal of providing maximum available assistance to victims and/or witnesses of crime residing in the County of Colusa. To achieve this goal, both agencies agree upon the implementation of the following strategy:

The Colusa County Victim Witness Assistance Center will:

A) Be readily available to law enforcement officers to the provide assistance to victims and/or witnesses of crime. Specifically, upon officer request, immediate crisis intervention contact will be made with crime victims by Victim Witness staff either in person or by telephone contact to the Center during business hours (Mon.-Fri. 8:30 pm-5pm). Victim Witness staff is also available after hours for cases which warrant immediate attention (i.e. death involved or grievously violent). When assistance is requested after hours, telephone contact shall be made directly to the Coordinator.

B) Victim Witness staff will be readily available to victims and/or law enforcement officers to assist and/or help coordinate follow-up contact between law enforcement and the victim.

C) Upon request, the Victim Witness Coordinator will provide an annual training to the Colusa Police Department regarding the services that are available to victims/witnesses through the Victim Witness Program. At this time the Coordinator can also address officer questions/concerns.

Colusa Police Department will:

A) As a primary referral source, forward applicable Crime and Incident Reports to the Victim Witness Assistance Center on a daily basis so that Victim Witness staff can contact victims and/or witnesses of crime to offer services and assistance in a timely manner. Referrals may also be made by any other means deemed appropriate by the officer.

B) As a primary referral source, inform victims of violent crimes that Victim Witness Assistance is available in Colusa County by providing the victim with the Center's address and/or telephone number.

This operational agreement shall be effective immediately upon signing through September 30, 2025. Amendments to this operational agreement must be made in writing and will require the approval of the Colusa County Victim Witness Assistance Center, Colusa Police Department, and Office of Emergency Services.

Mary C. Godinez-York
Victim Witness Program Manager
Colusa County Victim Witness
Assistance Center

4/25/2022
Date

Joshua Fitch
Police Chief
Colusa Police Department

5.5.22
Date

Attachment: VW23 28 0060 Approved Subaward (9519 : Authorize the District Attorney to apply/sign for CalOES Grant)

COUNTY OF COLUSA, CA **3.1**

Request For County Board of Supervisors Action

MEETING DATE: **December 19, 2023**

DEPARTMENT: **Human Resources**

FROM: **Dar Rhodes**

SUBJECT: **Approve the Memorandum of Understanding (MOU) with the Colusa County Management Coalition (CCMC) Units, effective October 1, 2023: CCMC General Unit CCMC Safety Unit**

Approve the Memorandum of Understanding (MOU) with the **Colusa County Management Coalition (CCMC) Units**, effective October 1, 2023:

CCMC General Unit
CCMC Safety Unit

Detailed Description/Background of request

Pursuant to the provisions of the Meyers-Milias-Brown Act (Government Code Sections 3500 Et seq.) and Chapter 45 of the Colusa County Code, County representatives have met and conferred with representatives of the Colusa County Management Coalition ("CCMC") regarding the wages, hours and working conditions of those County employees assigned to the Bargaining Unit. These negotiations have resulted in a tentative agreement which has been ratified by the CCMC membership. Draft Memoranda of Understanding ("MOU" or "MOUs") with each of these bargaining units are now being presented to the Board for consideration and final approval.

Each agreement is consistent with the bargaining authority granted by the Board to its representatives in these negotiations. The overall "theme" of the agreement is to build upon previously adopted recruitment and retention strategies while working within the County's fiscal constraints. Collectively it supports the County's commitment to provide responsive, quality governmental services in a fiscally responsible manner. The specifics of the agreement are as follows:

- **Term:** 2 years beginning October 1, 2023 and ending September 30, 2025.
- **Salaries/ Wages:** Effective December 1, 2023, wages for the two bargaining units will be increased by two and one-half percent (2.5%).

  Effective the first full pay period following October 1st, 2024 wages for the two bargaining units will be increased by two percent (2%).

- **Salaries / Bilingual Pay:** Increasing bilingual pay from $75 by to $80 per month to qualified employees with more weight given to speaking, understanding, and reading (than traditionally was given to writing).

- **Leaves / Management Leave:** Employees are entitled to a total of forty (40) hours of Management Leave for each calendar year from the first day of the first full pay period in January; no carry-over and not eligible for cash-out.

- **Leaves / Vacation Leaves:** The County agrees to eliminate the 6-month waiting period; allow new hires to accrue vacation based on their prior public service (effective October 1, 2023); and update the accrual years by deleting the obsolete accrual tables:

Time in Service	Annual Vacation	Monthly Accrual 37.5 hour week	Monthly Accrual 40 hour week	Maximum Accumulation 37.5 hour week	Maximum Accumulation 40 hour week
0 through 3 yrs.	0 - 10 days	6.25 hours	6.666 hours	112.50 hours	120.00 hours
4 through 7 yrs.	15 days	9.375 hours	10.000 hours	168.75 hours	180.00 hours
8 through 11 yrs.	20 days	12.500 hours	13.333 hours	225.00 hours	240.00 hours
12+ yrs.	25 days	15.625 hours	16.666 hours	281.25 hours	300.00 hours

- **Health and Welfare:** Effective with the December 1, 2023 paycheck the MOU increases the County's non-elective contributions to the Cafeteria Plan as follows:

  For employees hired before January 1, 2013 the County's total monthly non-elective contributions (including MEC) will be: $607.75 for employee only coverage; $1,525.49 for employee plus one coverage; and, $2,076.14 for family coverage.

  Effective December 1, 2023 and each December 1st thereafter the County will make non-elective contributions into the Cafeteria Plan on behalf of each represented employee who is enrolled in the CalPERS medical plan sufficient that when combined with the MEC totals the following:

  i. For employees who are enrolled in employee only coverage, the County will contribute the greater of either a total of $607.75 a month or a dollar amount sufficient that when combined with the MEC is the equivalent of the actual premium for employee only coverage based upon CalPERS Gold.

  ii. For employees who are enrolled in employee plus one coverage, the County will contribute the greater of either a total of $1,525.49 a month or a dollar amount sufficient that when combined with the MEC is the equivalent of the actual premium, , for employee plus one coverage based upon CalPERS Gold.

  iii. For employees who are enrolled in family coverage, the County will contribute the greater of either a total of $2,076.14 a month or a dollar amount sufficient that when combined with the MEC is the equivalent of the actual premium for family coverage based upon CalPERS Gold.

  For employees hired after December 31, 2012 the County's total monthly non-elective contributions (including MEC) will be: $917.75 for employee only coverage; $1,835.49 for employee plus one coverage; and, $2,386.14 for family coverage.

Effective December 1, 2023 and each December 1st thereafter the County will make non-elective contributions into the Cafeteria Plan on behalf of each represented employee who is enrolled in the CalPERS medical plan sufficient that when combined with the MEC totals the following:

i. For employees who are enrolled in employee only coverage, the County will contribute the greater of either a total of $917.75 a month or a dollar amount sufficient that when combined with the MEC is the equivalent of the actual premium for employee only coverage based upon CalPERS Gold.

ii. For employees who are enrolled in employee plus one coverage, the County will contribute the greater of either a total of $1,835.49 a month or a dollar amount sufficient that when combined with the MEC is the equivalent of the actual premium, , for employee plus one coverage based upon CalPERS Gold.

iii. For employees who are enrolled in family coverage, the County will contribute the greater of either a total of $2,386.14 a month or a dollar amount sufficient that when combined with the MEC is the equivalent of the actual premium for family coverage based upon CalPERS Gold.

- **Retirement - 457 Deferred Compensation Plans:** The County will increase the contribution by $10 at each tier, which will allow for a maximum contribution from the County of fifty dollars ($50.00) per month. To qualify for matching contributions, employees must contribute an amount equal to or greater than the plan minimum contribution.

  - Employees with up to seven (7) years of County service, $30.00 per month.
  - Employees with seven (7) to fifteen (15) years of County service up to $40.00 per month.
  - Employees with more than fifteen (15) years of County service up to $50.00 per month.

- **Housekeeping:** Each MOU includes non-economic, non-substantive clean-up language intended to correct typographical errors, clarify existing benefits and/or remove obsolete language, such as references to Chapter 45.

Prior Board Action

None.

Fiscal Impact/Funding Source

The approximate fiscal year 2023-24 cost of these MOUs will be approximately $72,897. Of this amount, about $35,472 will be charged to the General Fund. This expense is budgeted in the FY23-24 adopted budget.

The new cost in Fiscal Year 2024-25 will be approximately $197,752. Of this amount about $96,107 will be charged to the General Fund. The FY 2024-25 costs will be included in the budget.

The new cost in the first quarter of Fiscal Year 2025-26 will be approximately $49,400. Of this amount about $24,100 will be charged to the General Fund. The FY 2025-26 costs will be included in the budget.

These costs do not include the time used for the management leave approved.

Action for the Clerk
Obtain necessary signatures.

ATTACHMENTS:

- CCMC MOU 23-25 General Unit REDLINES 12192023 (PDF)
- CCMC MOU 23-25 General Unit CHANGES ACCEPTED 12192023 (PDF)
- CCMC MOU 23-25 Safety Unit REDLINES 12192023 (PDF)
- CCMC MOU 23-25 Safety Unit CHANGES ACCEPTED 12192023 (PDF)

MEMORANDUM OF UNDERSTANDING

Between

THE COUNTY OF COLUSA

And

THE COLUSA COUNTY MANAGEMENT COALITION
(General Bargaining Unit)

TERM
October 1, ~~2019~~2023 – September 30, ~~2023~~2025

Attachment: CCMC MOU 23-25 General Unit REDLINES 12192023 (9511 : MOU between the County of Colusa and the Colusa County

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Attachment: CCMC MOU 23-25 General Unit REDLINES 12192023 (9511 : MOU between the County of Colusa and the Colusa County

PREAMBLE

This Memorandum of Understanding ("MOU" or "Agreement") is entered into by and between the County of Colusa ("County") and the Colusa County Management Coalition ("CCMC" or "Coalition") and sets forth the wages, benefits, hours of work, and other terms and conditions of employment for County employees assigned to the Management Unit.

ARTICLE I
RECOGNITION

Pursuant to Government Code Section 3500, et seq. and applicable provisions of Colusa County ~~Code, Chapter 45~~Personnel Rules, the County recognizes the CCMC as the exclusive representative for all County employees assigned to the Management Bargaining Unit.

ARTICLE II
CCMC RIGHTS

A. CCMC Rights

CCMC may use County conference rooms and similar building facilities for meetings with employees in the bargaining unit; may post material on bulletin boards; and may visit work locations to confer with members regarding grievances or other business within the scope of representation or otherwise provided for within this Agreement.

B. Dues Deductions

1. The County shall deduct CCMC membership dues and any other agreed-upon payroll deductions to the extent permitted by law from the monthly pay of each bargaining unit employee in accordance with the procedures set forth herein.

   a. Dues paying bargaining unit employees who have affirmatively consented to or authorized dues deductions shall be entitled to have dues deducted upon signing and filing with the CCMC an authorization form provided by the Association. The CCMC will notify the County of the employee's name and amount of dues to be withheld. The dues deduction form currently in use may continue to be utilized by the CCMC.

   b. The County agrees to direct each bargaining unit employee to the CCMC in response to any questions or concerns about dues or any other mutually agreed payroll deduction.

   c. The CCMC is responsible for providing the County with timely information about changes to employee dues and any other lawful CCMC-related payroll deductions.

   d. Dues withheld by the County shall be transmitted monthly to the CCMC officer designated in writing by the Association as the person authorized to receive the funds at the address specified.

   e. A bargaining unit employee's earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the authorized CCMC dues deductions. If a bargaining unit employee is in a non-pay status during only part of the pay

Attachment: CCMC MOU 23-25 General Unit REDLINES 12192023 (9511 : MOU between the County of Colusa and the Colusa County

period and the salary is not sufficient to cover the full withholding, no deduction shall be made.

f. The CCMC shall refund ~~to~~ the County any amounts received in error upon presentation of supporting evidence from the County. The County will deduct and remit to the CCMC any amounts which were not deducted in accordance with the procedures prescribed herein.

2. The County shall make payroll deductions in reliance on the CCMC's certification that the Association has and will maintain an authorization signed by each employee who affirmatively consents to pay the CCMC membership dues. Similarly, the County shall only cancel or modify membership dues or any other mutually agreed payroll deduction for any bargaining unit employee in reliance on information provided by the CCMC to the extent permitted by law.

3. The County shall not request that the CCMC provide a copy of any bargaining unit employee's authorization unless a dispute arises about the existence or terms of the authorization.

4. The CCMC shall indemnify, defend, protect and hold harmless the County and its elected and appointed officials, officers, employees, and agents from and against any and all claims, liabilities, losses, damages, fines, penalties~~,~~ demands, suits, actions, causes of action, judgments, costs and expenses arising from the application of this section, including, but not limited to, any claims made by bargaining unit employees for the return of membership dues deducted by the County in reliance on the CCMC's certification, and any claims made by any bargaining unit employees for any deduction cancellation or modification the County made in reliance on the information provided by the CCMC.

C. Public Employee Communication

This provision applies to all new employees hired into the CCMC bargaining unit positions and is intended to comply with Government Code sections 3555 et. Seq.

a. The County will provide the CCMC with not less than ten (10) calendar days' advance written notice of the time, date and location of all new employee orientation meetings, unless an urgent and unforeseeable need for a new employee orientation meeting precludes the County from providing the CCMC with ten (10) calendar days' advance notice. The advance notice will include the number of CCMC bargaining unit employees attending the orientation meetings. Notice will be made by way of email to the CCMC President or another contact person designated by the CCMC.

b. Upon request, the CCMC will be given up to fifteen (15) minutes as part of the new employee orientation meetings to present information to bargaining unit employees generally relating to the CCMC's role as the bargaining unit's representative, CCMC membership information, the rights and obligations created by the MOU and County personnel rules, and to answer questions. One (1) CCMC representative may present information to new employees. County representatives shall excuse themselves and not be present during the CCMC's portion of the new employee orientation meetings.

c. The CCMC representative who presents information at the new employee orientation meetings may do so while on duty without the loss of compensation, provided the CCMC advises the Human Resources Director of the names of the employees who will be presenting information on behalf of the CCMC at the new employee orientation meetings.

Attachment: CCMC MOU 23-25 General Unit REDLINES 12192023 (9511 : MOU between the County of Colusa and the Colusa County

d. The County shall not disclose the date/time/place of the new employee orientation to anyone other than the new employees and their departments, the CCMC, and any vendors who are contracted to provide a service at the new employee orientation.

2. Information Requirements –The County will provide the CCMC with a digital file via email to the email address designated by the CCMC containing the following information for each employee to the extent the County has the information on file:

- Name
- Job title
- Work location
- Personal telephone number (may be home or cellular as provided by employee)
- Home address
- Personal email addresses if provided by the employee and on file with the County (new hires only) unless the employee submits a written request to the County and CCMC to withhold disclosure of his/her personal email address

The above information will be provided as follows:

- For new hires, at the end of each month.
- Regularly for all bargaining unit employees every one hundred twenty (120) calendar days.

ARTICLE III
MANAGEMENT RIGHTS

Except as specifically limited by the terms of this Agreement, the County, through its Board of Supervisors, shall have all management rights provided by the United States Constitution, the California State Constitution, California State Law, and Colusa County Code, and Colusa County Personnel Rules~~Chapter 45~~.

ARTICLE IV
GENERAL PROVISIONS

A. Strikes and Lockouts

1. The CCMC agrees that during the term of this Agreement, neither it nor its officers, agents or members will engage in, encourage, sanction, support or suggest any strikes, work stoppages, slowdowns, or any other similar actions which would involve suspension of, or interference with, the normal work of the County.

2. The County will not lockout employees during the term of this Agreement.

B. No Reprisals

1. The County shall not interfere with or discriminate against any employee by reason of his or her membership in the CCMC or activity approved by this Agreement, nor will the County discourage membership in the CCMC or encourage membership in any other employee organization.

2. The CCMC recognizes its responsibility as the exclusive representative and agrees to represent all employees without discrimination, interference, restraint or coercion.

Attachment: CCMC MOU 23-25 General Unit REDLINES 12192023 (9511 : MOU between the County of Colusa and the Colusa County

C. Role in the County

1. CCMC members are expected to support the Board and their Department Head's decisions and to model support for those decisions in their communications with their subordinate employees.

ARTICLE V
SALARIES

A. Salaries

1. Effective December 1, 2023, the wages of all represented classifications shall be increased by two and ~~six-tenths~~one-half percent (2.~~56~~%) cost of living adjustment.

~~Effective the first full pay period following Board approval of this MOU, the wages of the following classification(s), Lieutenant, and Assistant Sheriff shall receive equity increases, in the form of salary range adjustments, as per Appendix A.~~

~~In lieu of retro pay, all represented employees will be paid a lump sum amount equivalent to the percentage increases outlined above and in Appendix A, for the period January 1, 2020 through the date of the Board of Supervisors adoption of this MOU.~~

2. Effective the first full pay period following October 1, ~~2020~~2024, the wages of all represented classifications shall be increased by ~~an amount equal to the Consumer Price Index for All Urban Consumers, West region, All items, not seasonally adjusted (CPI-U), in the one year period ending September 2020, , rounded to the nearest 1/10th of one percent. Such increase shall not be less than one percent (1.0%) nor more than a maximum of three~~two percent (~~3~~2.0%) cost of living adjustment.

~~3. Effective the first full pay period following October 1, 2021, the wages of all represented classifications shall be increased by an amount equal to the CPI-U in the one year period ending September 2021,, rounded to the nearest 1/10th of one percent. Such increase shall not be less than one percent (1.0%) nor more than a maximum of three percent (3%).~~

~~4. Effective the first full pay period following October 1, 2022, the wages of all represented classifications shall be increased by an amount equal to the CPI-U in the one year period ending September 2022,, rounded to the nearest 1/10th of one percent. Such increase shall not be less than one percent (1.0%) nor more than a maximum of three percent (3%).~~

B. Bilingual Pay

1. Bilingual Pay of ~~$75.00~~ $80.00 per month shall be paid to those qualified employees in positions where the County receives a benefit from the employee's ability in the second language. The determination of County benefit shall be based on the Department Head's recommendation and approval of the Human Resources Director, provided that such approval shall not be unreasonably withheld. Qualification shall be based on passing an approved language proficiency test modeled on the CHP proficiency test ("Test") and demonstrated proficiency in speaking, understanding, writing and reading the language; with more weight given to speaking, understanding, and reading (than traditionally was given to writing). Employees receiving more than $~~75~~80.00 per month bilingual pay at the execution of this Agreement shall continue earning their higher amount.

Attachment: CCMC MOU 23-25 General Unit REDLINES 12192023 (9511 : MOU between the County of Colusa and the Colusa County

C. Management Incentive Pay

1. Each represented employee hired before January 1, 2013 shall receive additional compensation entitled, Management Incentive Pay of $310.00 per month.

2. Employees who are hired or promoted into or who leave a position included in this bargaining unit shall have this benefit pro-rated according to the period of time they were actually assigned to this bargaining unit.

3. Management Incentive Pay, which recognizes the unique nature of management positions, is Special Compensation as that term is defined in Section 571 of the California Code of Regulations (CCR). As such, Management Incentive Pay will be reported to CalPERS. If, during the life of this Agreement, Section 571 CCR is modified in such a manner that Management Incentive Pay is no longer treated as Special Compensation by CalPERS, the Coalition may request to Meet and Confer regarding the restructuring of this benefit.

4. Employees hired after December 31, 2012 shall not be eligible to receive Management Incentive Pay.

D. Temporary Promotion

1. When a position becomes vacant and there is a need to fill –the vacant position pending recruitment for a permanent appointment, the appointing authority may request the Human Resources Director to authorize a temporary promotion of a regular full or part-time employee from a, lower level job class that is directly related to the vacant position.
   For purposes of this section, "vacant position" does not refer to a position that is temporarily available due to an employee's leave of absence.
2. The temporarily promoted employee shall meet the minimum qualifications for the higher-level job class as determined by the Human Resources Director. Employees serving a temporary promotion may apply for regular promotion to fill the permanent vacancy.

3. Temporary promotions provided under this section are intended to comply with CA Government Code Section 20480 and described in CalPERS Circular Letter 200-021-18. Incumbents must be relieved of all duties of their former position in a temporary promotion. Temporary promotions must not exceed 960 hours in each fiscal year. The additional compensation paid to employees serving in a temporary promotion will be reported to CalPERS as temporary upgrade pay.

4. Any regular employee who is temporarily promoted under this section, will receive an increase in pay beginning with the first day of the temporary promotion. Increases in pay related to temporary promotion are calculated in the same manner as a regular promotion in accordance with Colusa County Personnel Rules.

5. Upon termination of a temporary promotion, the temporarily promoted employee shall be restored to their prior permanent position as if the employee had never left, pursuant to Colusa County Personnel Rules. Employees who are temporarily promoted pursuant to this section and are also eligible for a merit increase in their permanent job classification shall be eligible for the merit increase while serving in the temporary promotion and their temporary promotional pay shall be adjusted to reflect the merit increase, if granted.

6. In the event a temporarily promoted employee receives a regular promotion to the vacant position without any lapse in time between the temporary promotion and the regular promotion, the employee's time from the first day of temporary promotion shall count as

Attachment: CCMC MOU 23-25 General Unit REDLINES 12192023 (9511 : MOU between the County of Colusa and the Colusa County

service in the higher- -level position for purposes of merit advancement in the higher salary range.

~~7. With the adoption of this section, the County agrees to recommend to the Board of Supervisors that Chapter 45 be amended as follows:~~

~~a. 45.8.6.2 An employee promoted to a position in a class with a higher salary range shall be paid at the step in the higher range closest to the employee's salary, but in no event less than five percent more than the employee was paid in the former position. The employee will not receive a new salary anniversary date (see section 45.8.7.2), except when, for the benefit of the employee, the new salary step should have an earlier merit eligibility date pursuant to 45.8.7.3 (i.e., 12 months for steps 1-5). The eligibility of the employee for step increases within the higher salary range will be governed by the provisions of this chapter.~~

~~b. 45.8.7.2 An employee shall have a "salary anniversary date," for purposes of tracking step increases, which will be the first day of the monthly pay period after completion of the initial probationary period in a position or applicable date following a promotion which may or may not coincide with completion of probation (See section 45.4.2.).~~

ARTICLE VI
HOLIDAYS

A. Paid Holidays

1. Employees covered by this Agreement are entitled to the paid holidays specified in ~~Chapter 45 section 45.8.3 of~~ the Colusa County Personnel Rules~~Code~~, which shall be considered to fall on the day-of-the-week designated as the day of celebration by the Board.

B. Floating Holiday

1. Employees covered by this Agreement each fiscal year as a Unit may negotiate as a floating holiday one day not identified as a holiday in ~~Chapter 45~~the Colusa County Personnel Rules.

ARTICLE VII
LEAVES

A. Vacation

~~1. Except as described in paragraph 2, below, employees covered by this Agreement are entitled to Vacation Leave with pay as provided in Chapter 45 section 45.8.4 et seq. of the Colusa County Code~~

Employees covered by this Agreement are entitled to Vacation Leave with pay as provided in section 1.108.2(a) et seq. of the Colusa County Personnel Rules. (NOTE: the following language in this section Article VII, A, 1-12 will be removed upon incorporation into the Personnel Rules).

1) The County vacation leave with pay plan functions under an accrual and usage plan (the plan). Under the plan, vacation will be earned and credited on a monthly-basis;

2) Employees are encouraged and expected to use all vacation in the year in which credited;

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3) Vacation shall be used in no less than fifteen-minute increments;
   a) Only accrued leave can be used. If there is no leave on the books, it cannot be used.

4) Vacation must be scheduled in advance, subject to pre-approval by the employee's supervisor;

5) Appointing authorities are charged with actively managing the vacation usage of their employees, to ensure vacation is used in accordance with this section;

6) Vacation shall accrue on an hourly basis, based on an employee's anniversary date. An employee may accumulate a maximum of 1.5 times their annual accrual. An employee who accumulates vacation in excess of the maximum allowable hours will stop accruing vacation until their accumulated vacation hours fall below the maximum allowed.

7) Vacation shall accrue and may be accumulated at the following rates:

Time in Service	Annual Vacation	Monthly Accrual 37.5-hour week	Monthly Accrual 40-hour week	Maximum Accumulation 37.5-hour week	Maximum Accumulation 40-hour week
0 through 3 yrs.	0 – 10 days	6.25 hours	6.666 hours	112.50 hours	120.00 hours
4 through 7 yrs.	15 days	9.375 hours	10.000 hours	168.75 hours	180.00 hours
8 through 11 yrs.	20 days	12.500 hours	13.333 hours	225.00 hours	240.00 hours
12+ yrs.	25 days	15.625 hours	16.666 hours	281.25 hours	300.00 hours

~~8)~~ 8) Vacation hours accumulated by an employee before January 1, 2009, will be carried forward in a separate employee vacation account, which may be referenced as the "pre-2009 vacation account," subject to the following:

   a) Effective January 1, 2014, the value of each vacation hour included in an employee's pre-2009 vacation account will be calculated at the employee's current hourly rate of pay and will be frozen at that amount.

   b) If, subsequent to January 1, 2014, an employee takes vacation-time off using vacation hours credited to the pre-2009 vacation account, they will be granted vacation time off on an hour-for-hour basis, without regard for their current rate of pay.

9) Legal holidays occurring during vacation leave will not be charged as vacation leave but as a holiday;

10) Part-time employees shall accrue and may accumulate vacation leave on a prorata basis equal to their prorated service time and their prorated hours worked;

11) Upon termination, the employee or their estate will be paid the monetary value of the earned unused vacation in the employee's vacation account.

12) Starting from the first complete pay period after October 1, 2023, all employees will be able to include their previous public service experience for calculating vacation accrual. Verifiable experience is counted in complete years (equivalent to twelve [12] months). Each employee shall be credited for the purpose of accrual, with years of service at other public agencies on a year for year basis. The maximum vacation allowance will correspondingly align with the updated years of service for vacation.

   Example: An employee with 12 complete years' experience with another public agency would begin accruing vacation at year 12+ Colusa County accrual rate, with a current maximum accrual of 281.25.

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B. Sick Leave

1. Employees covered by this Agreement are entitled to accrue, accumulate and use Sick Leave with pay as provided in section 1.108.2(b)~~Chapter 45, Section 45.8.5~~ et seq. of the Colusa County ~~Code~~ Personnel Rules except as follows:

   a. Effective January 1, 2017, each County employee who separates from County service will be compensated for unused sick leave which was accrued and accumulated before December 31, 2009 based on the formula specified in Colusa County Personnel Rules ~~Chapter 45, s~~Section 1.108.2(b)~~45.8.6.1, Subsections 45.8.6.1.1 through 45.8.6.1.3~~ et seq. except as follows:

      i. The employee may choose to receive the entire amount owed in cash pursuant to section 1.108.2(b)(6) et seq. ~~Chapter 45, Sections 45.8.6.6.2 or 45.8.5.6.3~~ or the employee may choose to have the entire amount owed deposited into a county offered IRC 457 Plan subject to the limitations of such Plan

   b. Effective January 1, 2017, each County employee who retires from County service will be compensated for unused sick leave which was accrued and accumulated following December 31, 2009 based on the formula and conditions which follow:

      i. An employee who retires with 15 years of Colusa County service and a minimum combined (old bank plus new bank) sick leave balance of 200 hours at the time of retirement will receive an amount equal to twenty-five percent (25%) of his/her current base hourly salary for all qualified hours.

      ii. An employee who retires with 20 years of Colusa County service and a minimum combined (old bank plus new bank) sick leave balance of 250 hours at the time of retirement will receive an amount equal to fifty percent (50%) of his/her current base hourly salary for all qualified hours.

      iii. An employee who retires with 25 years of Colusa County service and a minimum combined (old bank plus new bank) sick leave balance of 300 hours at the time of retirement will receive an amount equal to seventy-five percent (75%) of his/her current base hourly salary for all qualified hours.

      iv. An employee who retires with 30 years of Colusa County service and a minimum combined (old bank plus new bank) sick leave balance of 350 hours at the time of retirement will receive an amount equal to one hundred percent (100%) of his/her current base hourly salary for all qualified hours.

      v. Employees who are compensated for unused sick leave pursuant to paragraphs c.i through c.iv above may have any amount owed deposited into a County offered IRC 457 Deferred Compensation Plan subject to the limitations of such Plan and/or to have any amount owed deposited into the County-sponsored Health Reimbursement Arrangement (“HRA”) subject to the limitations of the HRA Plan Document.

         1. For the purposes of this benefit only, County employees who are elected to a County office will be compensated as though they had “retired” effective the date they assume the County elected office.

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vi. Nothing in this Section will be construed to limit a Safety Member's right to apply unused sick leave toward CalPERS service credit pursuant to Article XI, Section A. 2. b. of this Agreement provided that the exercise of the sick leave service credit option will not result in the pyramiding of sick leave compensation benefits provided pursuant to this Section.

C. Bereavement Leave

1. Bereavement leave will be granted in the case of death in the immediate family of the employee or spouse, pursuant to the Colusa County Personnel Rules 1.108.2(d).~~as follows:~~

~~a. Five (5) days per death in the immediate family.~~

~~b. After five (5) days, the employee may have additional leave as allowed by Chapter 45.8.5.11.~~

~~c. Bereavement Leave does not accumulate, cannot be transferred and has no cash out value.~~

~~2. "Immediate Family" means spouse, registered domestic partner, parents and grandparents, children and grandchildren, brothers and sisters, mother-in-law and father-in-law, brothers-in-law and sisters-in-law, daughters-in-law and sons-in-law; Adopted, foster and step members are also included in immediate family. For the purposes of this Section, the family members of a registered domestic partner will have the same status as the family members of a spouse.~~

D. Jury Duty or Court Witness

1. Employees who are required to serve on jury duty shall receive full pay, but shall remit to the County any compensation, except reimbursement for parking, meals, mileage or lodging which may be received for such service.

2. An employee who is required to appear as a witness in a court case which involves the County or County business shall receive full pay, but shall remit to the County any witness fees, including fees received as an expert witness, except reimbursement for parking, meals, mileage or lodging which may be received for such service.

E. Education Leave

1. Upon the recommendation of the department head, the Board of Supervisors may grant an employee up to nine (9) months of educational leave without pay. The department head shall consider the following criteria in making recommendation to the Board to grant educational leave: Whether

   a. Education or training will increase on-the-job skills; and

   b. Education or training will increase the employee's qualifications for promotion; and

   c. The employee indicates a desire to make County employment a career; and

   d. The employee has demonstrated high motivation for self-improvement; and

   e. The employee has shown indications of superior work performance in present position; and

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f. The employee has shown evidence of promotional potential indicating the capacity to perform in a more responsible position; and

g. The employee has shown potential, motivation and suitability for further educational opportunity.

F. Required Continuing Professional Education Leave

1. Professional employees will be provided paid time away from work to complete necessary continuing education needed to maintain their licenses.

G. All Leaves Recognized by Law

1. As stated in the Colusa County Personnel Rules section 1.108.2 ~~Chapter 45.8.10.1~~ employees covered by this Agreement may take any leave recognized by law including but not limited to military leave, medical leave, pregnancy disability leave, paternal leave, leave to care for a family member, domestic violence leave and school activities leave. Information on the requirements for these leaves may be obtained from the Human Resources Department.

H. Time Worked While on Leave

1. Exempt employees on sick or vacation leave are not expected to work, which includes taking phone calls and checking or responding to e-mails. An exempt employee who does work may request a credit be added for actual time worked back into the relevant leave account. Any such request shall include supporting written documentation showing how and why the time was spent.

I. Partial Day Absences

1. In recognition of the extended hours often worked by employees who are exempt from the overtime provisions of the Fair Labor Standards Act ("FLSA") and at the sole discretion of the Appointing Authority (or Assistant in the Appointing Authority's absence), FLSA Exempt employees may be granted partial day absences without charging such absences to an appropriate leave balance subject to the following limitations:

   a. Partial day absences which would otherwise be charged to Sick Leave, including Family-Sick Leave, shall be charged to Sick Leave.

   b. If an employee has been placed on a Performance Improvement Plan or is the subject of a Coaching Memorandum related to attendance issues, partial day absences shall be charged to the appropriate leave balance.

J. Management Leave

1. Employees are entitled to a total of forty (40) hours of Management Leave for each calendar year. This allocation of Management Leave will be added to eligible employees' accounts starting from the first day of the first full pay period in January, and it will not carry over or accumulate from one year to the next. Any unused Management Leave remaining at the end of the calendar year shall be forfeited. Management Leave is not eligible for cash-out.

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2. Newly eligible employees who commence their county employment after the commencement of the first working day of the first full pay period in January will receive a Management Leave allowance that is proportionate to the duration of their employment during their first calendar year.

ARTICLE VIII
HEALTH AND WELFARE

The County provides the health and welfare benefits identified in the Colusa County Personnel Rules ~~Chapter 45~~ to all bargaining unit employees subject to the terms which follow:

A. Medical Insurance

1. Except as provided in Section H, below the County will contract with the Public Employees' Retirement System (CalPERS) for the purpose of providing medical insurance benefits for active employees and eligible retired employees in accordance with the Public Employees Medical and Hospital Care Act ("PEMHCA"). Eligibility of active and retired employees and the dependents of active and retired employees to participate in this program shall be in accordance with regulations promulgated by CalPERS.

2. Pursuant to government code section 22892 (a) the County will contribute the statutory minimum employer contribution (MEC) on behalf of each active employee and each retiree who subscribes for coverage.

3. Except as provided herein, represented employees shall purchase medical insurance through the CalPERS Medical Program.

   a. Represented employees who have alternative medical insurance coverage from another source, which provides "Minimum Essential Coverage" as that term is defined by the agencies responsible for the administration of the Affordable Care Act, may, by providing written proof of such alternative coverage to the County, opt out of the CalPERS Medical Program. Employees who opt out of the CalPERS Medical Program shall be required to provide written confirmation of alternative Minimum Essential Coverage annually thereafter, during the CalPERS open enrollment period. If such confirmation is not provided, the employee shall be required to enroll in the CalPERS Medical Program.

B. Dental Insurance

1. The County will continue to make dental insurance available to active employees and the eligible dependents of active employees through the County sponsored dental plans. Effective January 1, 2021 the County will offer a new Dental HMO option in addition to existing County sponsored dental plan. The County's contributions toward such dental insurance shall be capped at $45.00 per month.

2. Except as provided herein, represented employees shall be required to purchase dental insurance through the County sponsored plan. Represented employees who have dental insurance coverage from another source may, by providing written proof of such alternative coverage to the County, opt out of the dental plan. Employees who opt out of the dental plan shall be required to provide written confirmation of alternative coverage annually thereafter,

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during the dental plan open enrollment period. If such confirmation is not provided, the employee shall be required to enroll in the dental plan.

a. Employees who were hired prior to January 1, 2013 and who opt out of the dental plan pursuant to Section B.2. above, shall be provided a $45.00 per month cash-in-lieu benefit which the employee may deposit into an appropriate account within the County Cafeteria Plan or may be taken as a cash payment that will be applied to the employee's monthly paycheck. Amounts taken as cash will be treated as taxable income.

C. Cafeteria Plan

1. The County provides a Cafeteria Plan available to all represented employees. At a minimum, the County Cafeteria Plan provides non-elective County contributions that may be used to pay all or a portion of the monthly premium for County-sponsored group health insurance, and the pre-tax payments of the employee share of County-sponsored group health insurance premiums. The County Cafeteria Plan also includes a Flexible Spending Account, a Health Reimbursement Account, and a Dependent Care Account into which employees may make pre-tax contributions through the execution of Salary Reduction Agreements. Participation in the County Cafeteria Plan shall be pursuant to the terms, conditions and restrictions of the Plan Administrator and shall be subject to the terms that follow.

2. **Employees Hired Before January 1, 2013**.

   a. Effective with the ~~April 30, 2020~~December 2023 paycheck, the County will make non-elective contributions into the Cafeteria Plan on behalf of each represented employee who is enrolled in the CalPERS medical plan pursuant to Section A.3., sufficient that when combined with the MEC totals the following:

      i. For employees who are enrolled in employee only coverage, the County will contribute a total of ~~$575.00~~607.75 a month.

      ii. For employees who are enrolled in employee plus one coverage, the County will contribute a total of ~~$905.00~~1,525.49 a month.

      iii. For employees who are enrolled in family coverage, the County will contribute a total of ~~$1,210.00~~2,076.14 a month.

   b. Effective December 1, 202~~0~~4~~.~~ and each December 1st thereafter for the term of this agreement, the County will make non-elective contributions into the Cafeteria Plan on behalf of each represented employee who is enrolled in the CalPERS medical plan pursuant to Section A.3., sufficient that when combined with the MEC totals the following:

      i. For employees who are enrolled in employee only coverage, the County will contribute the greater of either a total of ~~$575.00~~607.75 a month, or a dollar amount sufficient that when combined with the MEC is equivalent to the actual premium, minus $310.00, for employee only coverage based upon CalPERS ~~Select~~Gold.

      ii. For employees who are enrolled in employee plus one coverage, the County will contribute the greater of either a total of ~~$905.00~~1,525.49 a month, or a dollar amount sufficient that when combined with the MEC is equivalent to the actual

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premium, minus $310.00, for employee plus one coverage based upon CalPERS ~~Select~~Gold.

iii. For employees who are enrolled in family coverage, the County will contribute the greater of either a total of ~~$1,210.00~~2,076.14 a month, or a dollar amount sufficient that when combined with the MEC is equivalent to the actual premium, minus $310.00, for family coverage based upon CalPERS ~~Select~~Gold.

3. **Employees Hired After December 31, 2012.**

a. Effective ~~-~~with the ~~April 30, 2020~~December 2023 paycheck, the County will make non-elective contributions into the Cafeteria Plan on behalf of each represented employee who is enrolled in the CalPERS medical plan pursuant to Section A.3., sufficient that when combined with the MEC totals the following:

i. For employees who are enrolled in employee only coverage, the County will contribute a total of ~~$885.00~~917.75 a month.

ii. For employees who are enrolled in employee plus one coverage, the County will contribute a total of ~~$1,215.00~~1835.49 ~~-~~a month.

iii. For employees who are enrolled in family coverage, the County will contribute a total of ~~$1,520.00~~2,386.14 a month.

b. Effective December 1, 202~~04~~ ~~-~~ and each December 1st thereafter for the term of this agreement, the County will make non-elective contributions into the Cafeteria Plan on behalf of each represented employee who is enrolled in the CalPERS medical plan pursuant to Section A.3., sufficient that when combined with the MEC totals the following:

i. For employees who are enrolled in employee only coverage, the County will contribute the greater of either of ~~$885.00~~917.75 a month or the dollar equivalent of the actual premium for employee only coverage based upon CalPERS ~~Select~~Gold.

ii. For employees who are enrolled in employee plus one coverage, the County will contribute the greater of either ~~$1,215.00~~1,835.49 a month or the dollar equivalent of the actual premium for employee plus one coverage based upon CalPERS ~~Select~~Gold.

iii. For employees who are enrolled in family coverage, the County will contribute the greater of either ~~$1,520.00~~2,386.14 a month or the dollar equivalent of the actual premium for family coverage based upon CalPERS ~~Select~~Gold.

c. In the event an employee has excess County Cafeteria contributions (before or after AFLAC or Colonial), the dollar equivalent thereof shall be contributed to the employee's Health Reimbursement Account (HRA) to the extent allowable by law.

d. Upon expiration of the MOU, County contributions shall remain at the 2025 contribution rates until such time as an alternative agreement is reached or alternative terms are imposed following the exhaustion of impasse and fact-finding procedures, if applicable.

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D. Medical-In-Lieu of Medical Coverage

1. Subject to Section D.2 below, employees who, pursuant to Section A.3.a, above elect not to receive County-sponsored CalPERS health benefits, the County will provide monthly cash In-lieu benefit which the employee may deposit into an appropriate account within the County Cafeteria Plan or may be taken as a cash payment that will be applied to the employee's monthly paycheck. Amounts taken as cash will be treated as taxable income.

    a. Employees hired prior to January 1, 2013 and who qualify for the above-described cash In-lieu benefit shall receive $435 per month.

    b. Employees hired after December 31, 2012 and who qualify for the above-described cash In-lieu benefit shall receive ~~$311~~ 333 per month as of January 1, 2024 and $400 per month as of January 1, 2025.

2. It is specifically understood that the cash In-lieu benefits provided pursuant to this Agreement are subject to compliance with the Health Care provision requirements detailed in Section I, below.

E. Part Time Employees

1. Part time employees regularly scheduled to work twenty (20) or more, but fewer that thirty (30) hours a week will be eligible for the health, dental, vision and Cafeteria Plan benefits appropriate to their hire-date equal to the pro rata relationship between the hours regularly scheduled to work and full time. Benefits for employees who are regularly scheduled to work more than thirty (30) hours per week will not be prorated.

    a. Part time employees regularly scheduled to work twenty (20) hours or more but fewer than thirty (30) hours each week are not required to accept county-sponsored health benefits and are not eligible for cash-in-lieu benefits.

    b. Part time employees regularly scheduled to work thirty (30) hours or more each week are subject to the provisions of Section A.3. above and may be eligible for cash-in-lieu benefits if they satisfy the requirements of Section A.3.a.

F. Vision Care and Employee Assistance Plans

1. Vision insurance shall be provided in accordance with the Vision Plan and shall include at a minimum an annual examination and the replacement of lenses and frames every twelve (12) months. The County will contribute one-hundred percent (100%) of the monthly premium for employee-only coverage. Employees may enroll eligible family members at the employee's expense and subject to the rules of the insurance provider.

2. The County shall provide to each represented employee an Employee Assistance Plan that includes up to six (6) visits during each calendar year with a designated Health Care Provider. Such Employee Assistance shall be strictly confidential and the employee need only show proof of employment with Colusa County to receive this benefit.

G. Health Reimbursement Arrangement

1. The County will make an IRS qualified Health Reimbursement Arrangement ("HRA") available for eligible represented employees who retire from the County and enroll in the County-

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Sponsored Health Plan. Subject to the conditions described below, the County will make monthly contributions into the HRA on behalf of each eligible retiree.

a. For employees hired before January 1, 2013 and who retired prior to the execution of the MOU, the County will continue to contribute $128.26 per month to the retiree's HRA. This retiree HRA contribution is separate from and in addition to the PEMHCA Minimum Employer Contribution (MEC).

b. For employees hired before January 1, 2013 and who retire following the execution of this MOU, the County will contribute $128.26 per month, less any future increases to the MEC, to the retiree's HRA, so that the combination of the MEC and the retiree HRA contribution shall not exceed nor be less than $267.26 per month. This retiree HRA contribution is separate from the MEC.

c. Employees hired after January 1, 2013 and who subsequently retire are not eligible for the $128.26 retiree HRA contribution provided herein. Such retirees receive only the MEC.

2. ~~Commencing January 2020, t~~The County will continue to contribute $50 per month into individual IRS qualified Health Reimbursement Arrangement (HRA) accounts for each active employee. This contribution is in addition to any excess cafeteria funds. Employees will be responsible for any administrative fees associated with their HRA account. Upon retirement the remaining balance of an active employee's HRA will be rolled into the employee's retiree HRA.

I. Health Care Compliance

1. It is the intent of the Parties to comply with legislative and regulatory requirements for the provision of health care. If, during the course of this MOU, it is determined that the County is out of compliance with any health care related mandate or mandates, the County will take the steps necessary to comply.

2. Before acting pursuant to paragraph 1 above, the County will notify the CCMC of the issue and the County's intended action. At the request of the CCMC, County representatives will meet with CCMC representatives before acting. If the actions are deemed necessary to comply with the legislative and regulatory health care requirements for the provision of health care, the County and the Association will meet and confer regarding such impacts.

ARTICLE IX
RETIREMENT

A. Retirement Plans

CalPERS Retirement

The County's contract with CalPERS provides the following retirement benefits. CalPERS determines an employee's member level as classic or new.

1. Tier 1 – Retirement benefits for classic members hired on or prior to December 31, 2012 shall receive the following CalPERS benefits.

a) ~~Safety~~

- ~~CalPERS 3% @ 50 retirement formula~~

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- ~~Single highest year compensation~~
- ~~Employee shall pay the nine percent (9%) member contribution, plus an additional three percent (3%) of the employer's contribution, for a total of twelve percent (12%). (See Article XI (B) below)~~

~~b)~~ Miscellaneous

- 3% @ 60 retirement formula
- Single highest year compensation
- Employee shall pay the 8% member contribution

2. Tier 2 - New members, as defined by CalPERS, hired on or after January 1, 2013 through September 30, 2016, shall receive the following CalPERS benefits.

a) ~~Safety~~

- ~~2.7% @ 57 retirement formula~~
- ~~Three-year average of final compensation~~
- ~~Employee shall pay 50% of the normal cost as determined by CalPERS~~

~~b)~~ Miscellaneous

- 2% @ 62 retirement formula
- Three-year average of final compensation
- Employee shall pay 50% of the normal cost as determined by CalPERS

3. Tier 3 - New members, as defined by CalPERS, hired on or after October 1, 2016, shall receive the following CalPERS benefits.

a) Miscellaneous

- 2% @ 62 retirement formula
- Three-year average of final compensation
- Employee shall pay 50% of the normal cost as determined by CalPERS

Member's contribution toward retirement costs are paid subject to the provisions of section 414(h)(2) of the Internal Revenue Code.

B. Optional Benefits

a. To the extent allowable by CalPERS, the County will continue to provide the optional retirement enhancement, Military Service Credit as Public Service for Miscellaneous ~~and Safety~~ employees pursuant to Government Code Section 21024.

b. To the extent allowable by CalPERS, the County will continue to provide the Pre-Retirement Option 2W Death Benefit pursuant to Government Code Section 21548, for Miscellaneous employees only.

~~Effective the first full pay period following the Board of Supervisors adoption of this MOU, Classic Safety Members shall contribute twelve percent (12%) to CalPERS. The employee member contribution is 9%. An additional cost sharing pension contribution of three percent (3%) shall initially be implemented outside of a CalPERS contract amendment as authorized by Government Code Section 20516(f). As soon as administratively feasible, but no later than September 1, 2020, the County shall initiate implementation of a CalPERS contract~~

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~~amendment (Cost share agreement) to reflect a member contribution rate of twelve percent (12%).If the County fails to initiate the contract amendment before September 1, 2020, Classic Members shall discontinue paying the additional three percent (3%) contribution.~~

1. Should the statutory minimum employee member contribution rates for the above retirement plans be increased through State legislative or CalPERS administrative action during the term of this Agreement, either party may request to reopen this section to negotiate possible changes to the employee contribution rates specified in this MOU. Unless required by law, the employee contribution rates specified above will not change during the term of this MOU without mutual agreement of the parties.

C. Internal Revenue Code Section 457 Deferred Compensation Plans

1. The County will continue to make IRC section 457 deferred compensation plans (IRC 457 Plans) available to represented employees, subject to the terms and conditions of plan sponsors which, in some cases, may require minimum employee contributions. Employee participation in such plans is voluntary.

   a. Except for the matching contributions provided below, the County shall not make contributions on behalf of represented employees. Effective the first full pay period following Board of Supervisors adoption of this MOU~~-~~, the County will match employee contributions to a county-offered IRC 457 Plan as follows:

      i. For employees with up to seven (7) years of county service, $~~20~~30.00 per month. To qualify for matching contributions, employees must contribute an amount equal to or greater than the plan minimum contribution.

      ii. For employees with seven (7) to fifteen (15) years of county service up to $~~30~~40.00 per month. To qualify for matching contributions, employees must contribute an amount equal to or greater than the plan minimum contribution.

      iii. For employees with more than fifteen (15) years of county service up to $~~40~~50.00 per month. To qualify for matching contributions, employees must contribute an amount equal to or greater than the plan minimum contribution.

   b. Specific information regarding each of the available IRC 457 Plans may be obtained from the Human Resources Department.

ARTICLE X
MISCELLANEOUS

A. Personal Protective Equipment.

1. Employees may be required to wear personal protective equipment, including but not limited to prescription safety eyeglasses, which will be provided by the County at no cost to employees. If a Department Head determines that employees are required to wear boots or safety footwear, the County will, on a rolling twenty-four (24) month basis, reimburse the employee for the cost of such boots or safety footwear. Such reimbursements shall not exceed $300 for each rolling twenty-four (24) month period and are subject to the County's claims procedures.

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B. Required Licenses.

1. Employees are responsible for meeting the requirements and for paying any fees involved in obtaining necessary licenses, certificates, permits, and registrations. However, where such licenses, certificates, permits, and registrations are required in order for the employee to maintain his/her current position, reimbursement may be sought from his/her employer upon proof of successful completion of tests or other requirements. Department heads are responsible for informing their employees that their duties require them to obtain such licenses, etc., and for seeing that their employees obtain the licenses. Department heads should make available relevant information regarding applications, fees, and qualifications for licenses required by positions within their department.

C. ~~Sheriff's Lieutenants – Assistant Sheriff~~

~~1. Uniform Allowance~~

~~a. Sheriff's Lieutenants and the Assistant Sheriff shall receive a monthly uniform allowance of $55.00.~~

~~2. Post Incentive Compensation~~

~~a. The Safety employees assigned to the bargaining unit shall receive POST incentive pay as follows:~~

- ~~POST Intermediate Certificate, two and one-half percent (2.5%);~~
- ~~POST Advanced Certificate, two and one-half percent (2.5%); and,~~
- ~~Post Management Certificate, two and one-half percent (2.5%).~~

~~These incentives are based on the employee's base rate of pay but do not include any other compensation. POST incentive pays may accumulate, with no employee receiving more than seven and one-half percent (7.5%).~~

~~3. Educational Incentive Pay~~

~~a. Sheriff's Lieutenants and the Assistant Sheriff shall be eligible to receive Educational Incentive Pay equal to two and one half percent (2.5%) for possession of an Associate's Degree or five percent (5.0%) for possession of a Bachelor's Degree (BA/BS). Such compensation shall be based on the employee's base rate of pay, subject to the following conditions:~~

~~i. Employees possessing multiple degrees are ineligible for compensation in excess of Educational Incentive Pay as outlined above.~~

~~ii. Educational Degrees do not have to be directly job-related. However, in order to qualify for Educational Incentive Pay, employees must receive prior written approval from the Sheriff indicating the degree benefits the Sheriff's Office and County.~~

~~iii. Employees must provide certified documentation from an accredited college substantiating the college degree.~~

~~iv. The Sheriff's written approval and college certification must be submitted to the Human Resources Department prior to implementation of the Educational Incentive Pay. The effective date of the incentive pay shall be the first of the month in which all required~~

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~~documentation is provided to the Human Resources Department. Incentive pay shall not be paid retroactively.~~

~~v. Newly promoted individuals who were receiving Educational Incentive Pay at the Bachelors' Degree level at the time of their promotion, will be considered to have complied with this requirement.~~

~~vi. Employees required to have, or to attain, a Bachelors Degree as a condition of their employment shall not qualify for the Educational Incentive Pay.~~

~~vii. Employees allowed to have the equivalent of a degree, instead of the actual degree, as a condition of their employment shall not qualify for the Educational Incentive Pay.~~

~~D.~~ Layoffs.

1. Layoffs in ~~Merit and~~ non-general fund Departments shall be contained within those Departments with no right for laid off employees to bump outside the Departments.

~~E~~D. Purging o~~O~~f Personnel Records Information

1. Employees shall be allowed access to their own Personnel Records for the purpose of inspecting the contents at reasonable times and intervals, and at no loss of compensation for that employee's time in doing so. Employees desiring to review such records shall make such request in writing at least twenty-four (24) hours in advance to their Appointing Authority or the Human Resources Department as appropriate

2. Under certain circumstances, disciplinary documentation, written reprimands and negative information not amounting to discipline, and not concerning allegations of unlawful discrimination or harassment, can be removed and purged from personnel records subject to the following criteria:

    a. Negative information not amounting to discipline, i.e. memorandums of direction, counseling, coaching, etc., shall be removed if, as determined by the employees Appointing Authority, in consultation with the Human Resources Director, the performance issue or misconduct that is the subject of the negative information has been satisfactorily addressed and there is no mention of the issue in the employee's next succeeding performance evaluation falling at least one year from the negative information.

    b. Disciplinary documentation and written reprimands shall be subject to the following provisions:

        1) Written reprimands with no other discipline may be removed and purged after five (5) years if no similar infractions have occurred.

        2) Written reprimands with a suspension of any length will remain in the employee's personnel file to never be removed.

        3) Demotions for disciplinary reasons will remain in the employee's personnel file to never be removed.

        4) Terminations will remain in the employee's personnel file to never be removed.

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c. Performance reviews are not subject to removal from an employee's personnel file.

3. Employees wanting to remove and purge certain personnel record information in accordance with this section shall make a request to have the document removed through their Department Head who will submit the request with a recommendation to the Human Resources Director for approval.

4. The provisions of this section only apply to the extent permitted by law.

ARTICLE XI
~~CHAPTER 45~~Personnel Rules

Upon implementation of this Agreement, any terms and conditions of employment not specifically discussed herein shall be governed by the provisions of Colusa County ~~Code, Chapter 45~~Personnel Rules. ~~It is the Board's intent to amend Chapter 45 consistent with discussions with the Units as reflected in Appendix D, and all rights set forth therein are part of this Agreement as though fully set forth.~~

ARTICLE XII
FULL UNDERSTANDING

This Agreement constitutes the full understanding of the parties with respect to the matters set forth herein. The parties further agree that any amendment to this Agreement during the term of the Agreement must be reduced to writing and may be done only by mutual consent of the parties.

ARTICLE XIII
SAVINGS CLAUSE

If any provision of this Agreement should be held invalid by operation of law or by tribunal of competent jurisdiction, or if compliance with or enforcement of such provision shall be restrained by such tribunal, the remainder of the Agreement shall remain in full force and effect.

ARTICLE XIV
TERM

This Agreement shall remain in full force and effect from October 1, ~~2019~~ 2023 through and including September 30, ~~2023~~2025~~, provided that the County and/or the CCMC shall have the right to reopen negotiations during the month of March in each year of this Agreement regarding Chapter 45 issues~~.

Dated: _____
Colusa County Management Coalition

_____
~~Dave Salm~~Mike Bradwell

Dated: _____
County of Colusa

_____
~~Denise Carter~~Kent Boes

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President

Dated: _____

_____
John Coburn
Chief Negotiator

Chairman of the Board of Supervisors

Dated: _____

_____
Patrick Clark
Chief Negotiator

ATTEST: WENDY TYLER
Clerk to the Board of Supervisors

By: _____
Deputy

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APPENDIX A
EQUITY ADJUSTMENTS
MANAGEMENT UNIT

Equity Adjustments: The Parties agree that the following classifications will receive equity increases in the form of salary range adjustments in accordance with the following schedule.

Effective

Classification	Budgeted Positions	Current Range	New Range	Approximate Monthly Increase Percentage
Lieutenant	3	MGS07	MGS10	7.50%
Assistant Sheriff	1	MGS18	MGS20	5.00%

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~~APPENDIX B~~
~~CHANGES TO CHAPTER 45~~

~~45-8.5 To accumulate and use sick leave with pay.~~

~~The County agrees to amend Chapter 45 of the Colusa County Code to read:~~

~~45.8.5.6.2 The value of the employee's accumulated sick leave will be paid in one lump sum within thirty-one (31) days of termination of the employment relationship.~~

~~vacation~~

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MEMORANDUM OF UNDERSTANDING

Between

THE COUNTY OF COLUSA

And

THE COLUSA COUNTY MANAGEMENT COALITION
(General Bargaining Unit)

TERM
October 1, 2023 – September 30, 2025

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PREAMBLE

This Memorandum of Understanding ("MOU" or "Agreement") is entered into by and between the County of Colusa ("County") and the Colusa County Management Coalition ("CCMC" or "Coalition") and sets forth the wages, benefits, hours of work, and other terms and conditions of employment for County employees assigned to the Management Unit.

ARTICLE I
RECOGNITION

Pursuant to Government Code Section 3500, et seq. and applicable provisions of Colusa County Personnel Rules, the County recognizes the CCMC as the exclusive representative for all County employees assigned to the Management Bargaining Unit.

ARTICLE II
CCMC RIGHTS

A. CCMC Rights

CCMC may use County conference rooms and similar building facilities for meetings with employees in the bargaining unit; may post material on bulletin boards; and may visit work locations to confer with members regarding grievances or other business within the scope of representation or otherwise provided for within this Agreement.

B. Dues Deductions

1. The County shall deduct CCMC membership dues and any other agreed-upon payroll deductions to the extent permitted by law from the monthly pay of each bargaining unit employee in accordance with the procedures set forth herein.

    a. Dues paying bargaining unit employees who have affirmatively consented to or authorized dues deductions shall be entitled to have dues deducted upon signing and filing with the CCMC an authorization form provided by the Association. The CCMC will notify the County of the employee's name and amount of dues to be withheld. The dues deduction form currently in use may continue to be utilized by the CCMC.

    b. The County agrees to direct each bargaining unit employee to the CCMC in response to any questions or concerns about dues or any other mutually agreed payroll deduction.

    c. The CCMC is responsible for providing the County with timely information about changes to employee dues and any other lawful CCMC-related payroll deductions.

    d. Dues withheld by the County shall be transmitted monthly to the CCMC officer designated in writing by the Association as the person authorized to receive the funds at the address specified.

    e. A bargaining unit employee's earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the authorized CCMC dues deductions. If a bargaining unit employee is in a non-pay status during only part of the pay

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period and the salary is not sufficient to cover the full withholding, no deduction shall be made.

f. The CCMC shall refund ~~to~~ the County any amounts received in error upon presentation of supporting evidence from the County. The County will deduct and remit to the CCMC any amounts which were not deducted in accordance with the procedures prescribed herein.

2. The County shall make payroll deductions in reliance on the CCMC's certification that the Association has and will maintain an authorization signed by each employee who affirmatively consents to pay the CCMC membership dues. Similarly, the County shall only cancel or modify membership dues or any other mutually agreed payroll deduction for any bargaining unit employee in reliance on information provided by the CCMC to the extent permitted by law.

3. The County shall not request that the CCMC provide a copy of any bargaining unit employee's authorization unless a dispute arises about the existence or terms of the authorization.

4. The CCMC shall indemnify, defend, protect and hold harmless the County and its elected and appointed officials, officers, employees, and agents from and against any and all claims, liabilities, losses, damages, fines, penalties, demands, suits, actions, causes of action, judgments, costs and expenses arising from the application of this section, including, but not limited to, any claims made by bargaining unit employees for the return of membership dues deducted by the County in reliance on the CCMC's certification, and any claims made by any bargaining unit employees for any deduction cancellation or modification the County made in reliance on the information provided by the CCMC.

C. Public Employee Communication

This provision applies to all new employees hired into the CCMC bargaining unit positions and is intended to comply with Government Code sections 3555 et. Seq.

a. The County will provide the CCMC with not less than ten (10) calendar days' advance written notice of the time, date and location of all new employee orientation meetings, unless an urgent and unforeseeable need for a new employee orientation meeting precludes the County from providing the CCMC with ten (10) calendar days' advance notice. The advance notice will include the number of CCMC bargaining unit employees attending the orientation meetings. Notice will be made by way of email to the CCMC President or another contact person designated by the CCMC.

b. Upon request, the CCMC will be given up to fifteen (15) minutes as part of the new employee orientation meetings to present information to bargaining unit employees generally relating to the CCMC's role as the bargaining unit's representative, CCMC membership information, the rights and obligations created by the MOU and County personnel rules, and to answer questions. One (1) CCMC representative may present information to new employees. County representatives shall excuse themselves and not be present during the CCMC's portion of the new employee orientation meetings.

c. The CCMC representative who presents information at the new employee orientation meetings may do so while on duty without the loss of compensation, provided the CCMC advises the Human Resources Director of the names of the employees who will be presenting information on behalf of the CCMC at the new employee orientation meetings.

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d. The County shall not disclose the date/time/place of the new employee orientation to anyone other than the new employees and their departments, the CCMC, and any vendors who are contracted to provide a service at the new employee orientation.

2. Information Requirements –The County will provide the CCMC with a digital file via email to the email address designated by the CCMC containing the following information for each employee to the extent the County has the information on file:

- Name
- Job title
- Work location
- Personal telephone number (may be home or cellular as provided by employee)
- Home address
- Personal email addresses if provided by the employee and on file with the County (new hires only) unless the employee submits a written request to the County and CCMC to withhold disclosure of his/her personal email address

The above information will be provided as follows:

- For new hires, at the end of each month.
- Regularly for all bargaining unit employees every one hundred twenty (120) calendar days.

ARTICLE III
MANAGEMENT RIGHTS

Except as specifically limited by the terms of this Agreement, the County, through its Board of Supervisors, shall have all management rights provided by the United States Constitution, the California State Constitution, California State Law, and Colusa County Code, and Colusa County Personnel Rules.

ARTICLE IV
GENERAL PROVISIONS

A. Strikes and Lockouts

1. The CCMC agrees that during the term of this Agreement, neither it nor its officers, agents or members will engage in, encourage, sanction, support or suggest any strikes, work stoppages, slowdowns, or any other similar actions which would involve suspension of, or interference with, the normal work of the County.

2. The County will not lockout employees during the term of this Agreement.

B. No Reprisals

1. The County shall not interfere with or discriminate against any employee by reason of his or her membership in the CCMC or activity approved by this Agreement, nor will the County discourage membership in the CCMC or encourage membership in any other employee organization.

2. The CCMC recognizes its responsibility as the exclusive representative and agrees to represent all employees without discrimination, interference, restraint or coercion.

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C. Role in the County

1. CCMC members are expected to support the Board and their Department Head's decisions and to model support for those decisions in their communications with their subordinate employees.

ARTICLE V
SALARIES

A. Salaries

1. Effective December 1, 2023, the wages of all represented classifications shall be increased by two and one-half percent (2.5%) cost of living adjustment.

2. Effective the first full pay period following October 1, 2024, the wages of all represented classifications shall be increased by two percent (2.0%) cost of living adjustment.

B. Bilingual Pay

1. Bilingual Pay of $80.00 per month shall be paid to those qualified employees in positions where the County receives a benefit from the employee's ability in the second language. The determination of County benefit shall be based on the Department Head's recommendation and approval of the Human Resources Director, provided that such approval shall not be unreasonably withheld. Qualification shall be based on passing an approved language proficiency test modeled on the CHP proficiency test ("Test") and demonstrated proficiency in speaking, understanding, writing and reading the language; with more weight given to speaking, understanding, and reading (than traditionally was given to writing). Employees receiving more than $80.00 per month bilingual pay at the execution of this Agreement shall continue earning their higher amount.

C. Management Incentive Pay

1. Each represented employee hired before January 1, 2013 shall receive additional compensation entitled, Management Incentive Pay of $310.00 per month.

2. Employees who are hired or promoted into or who leave a position included in this bargaining unit shall have this benefit pro-rated according to the period of time they were actually assigned to this bargaining unit.

3. Management Incentive Pay, which recognizes the unique nature of management positions, is Special Compensation as that term is defined in Section 571 of the California Code of Regulations (CCR). As such, Management Incentive Pay will be reported to CalPERS. If, during the life of this Agreement, Section 571 CCR is modified in such a manner that Management Incentive Pay is no longer treated as Special Compensation by CalPERS, the Coalition may request to Meet and Confer regarding the restructuring of this benefit.

4. Employees hired after December 31, 2012 shall not be eligible to receive Management Incentive Pay.

D. Temporary Promotion

1. When a position becomes vacant and there is a need to fill the vacant position pending recruitment for a permanent appointment, the appointing authority may request the Human

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Resources Director to authorize a temporary promotion of a regular full or part-time employee from a, lower level job class that is directly related to the vacant position.
For purposes of this section, “vacant position” does not refer to a position that is temporarily available due to an employee’s leave of absence.

2. The temporarily promoted employee shall meet the minimum qualifications for the higher-level job class as determined by the Human Resources Director. Employees serving a temporary promotion may apply for regular promotion to fill the permanent vacancy.

3. Temporary promotions provided under this section are intended to comply with CA Government Code Section 20480 and described in CalPERS Circular Letter 200-021-18. Incumbents must be relieved of all duties of their former position in a temporary promotion. Temporary promotions must not exceed 960 hours in each fiscal year. The additional compensation paid to employees serving in a temporary promotion will be reported to CalPERS as temporary upgrade pay.

4. Any regular employee who is temporarily promoted under this section, will receive an increase in pay beginning with the first day of the temporary promotion. Increases in pay related to temporary promotion are calculated in the same manner as a regular promotion in accordance with Colusa County Code Section 45.8.6.2.

5. Upon termination of a temporary promotion, the temporarily promoted employee shall be restored to their prior permanent position as if the employee had never left, pursuant to Colusa County Code Section 45.8.6.4. Employees who are temporarily promoted pursuant to this section and are also eligible for a merit increase in their permanent job classification shall be eligible for the merit increase while serving in the temporary promotion and their temporary promotional pay shall be adjusted to reflect the merit increase, if granted.

6. In the event a temporarily promoted employee receives a regular promotion to the vacant position without any lapse in time between the temporary promotion and the regular promotion, the employee’s time from the first day of temporary promotion shall count as service in the higher-level position for purposes of merit advancement in the higher salary range.

ARTICLE VI
HOLIDAYS

A. Paid Holidays

1. Employees covered by this Agreement are entitled to the paid holidays specified in the Colusa County Personnel Rules, which shall be considered to fall on the day-of-the-week designated as the day of celebration by the Board.

B. Floating Holiday

1. Employees covered by this Agreement each fiscal year as a Unit may negotiate as a floating holiday one day not identified as a holiday in the Personnel Rules.

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ARTICLE VII
LEAVES

A. Vacation

Employees covered by this Agreement are entitled to Vacation Leave with pay as provided in section 1.108.2(a) et seq. of the Colusa County Personnel Rules. (NOTE: the following language in this section Article VII, A, 1-12 will be removed upon incorporation into the Personnel Rules).

1) The County vacation leave with pay plan functions under an accrual and usage plan (the plan). Under the plan, vacation will be earned and credited on a monthly-basis;

2) Employees are encouraged and expected to use all vacation in the year in which credited;

3) Vacation shall be used in no less than fifteen-minute increments;
   a) Only accrued leave can be used. If there is no leave on the books, it cannot be used.

4) Vacation must be scheduled in advance, subject to pre-approval by the employee's supervisor;

5) Appointing authorities are charged with actively managing the vacation usage of their employees, to ensure vacation is used in accordance with this section;

6) Vacation shall accrue on an hourly basis, based on an employee's anniversary date. An employee may accumulate a maximum of 1.5 times their annual accrual. An employee who accumulates vacation in excess of the maximum allowable hours will stop accruing vacation until their accumulated vacation hours fall below the maximum allowed.

7) Vacation shall accrue and may be accumulated at the following rates:

Time in Service	Annual Vacation	Monthly Accrual 37.5-hour week	Monthly Accrual 40-hour week	Maximum Accumulation 37.5-hour week	Maximum Accumulation 40-hour week
0 through 3 yrs.	0 – 10 days	6.25 hours	6.666 hours	112.50 hours	120.00 hours
4 through 7 yrs.	15 days	9.375 hours	10.000 hours	168.75 hours	180.00 hours
8 through 11 yrs.	20 days	12.500 hours	13.333 hours	225.00 hours	240.00 hours
12+ yrs.	25 days	15.625 hours	16.666 hours	281.25 hours	300.00 hours

8) Vacation hours accumulated by an employee before January 1, 2009, will be carried forward in a separate employee vacation account, which may be referenced as the "pre-2009 vacation account," subject to the following:

   a) Effective January 1, 2014, the value of each vacation hour included in an employee's pre-2009 vacation account will be calculated at the employee's current hourly rate of pay and will be frozen at that amount.

   b) If, subsequent to January 1, 2014, an employee takes vacation-time off using vacation hours credited to the pre-2009 vacation account, they will be granted vacation time off on an hour-for-hour basis, without regard for their current rate of pay.

9) Legal holidays occurring during vacation leave will not be charged as vacation leave but as a holiday;

10) Part-time employees shall accrue and may accumulate vacation leave on a prorata basis equal to their prorated service time and their prorated hours worked;

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11) Upon termination, the employee or their estate will be paid the monetary value of the earned unused vacation in the employee's vacation account.

12) Starting from the first complete pay period after October 1, 2023, all employees will be able to include their previous public service experience for calculating vacation accrual. Verifiable experience is counted in complete years (equivalent to twelve [12] months). Each employee shall be credited for the purpose of accrual, with years of service at other public agencies on a year for year basis. The maximum vacation allowance will correspondingly align with the updated years of service for vacation.

Example: An employee with 12 complete years' experience with another public agency would begin accruing vacation at year 12+ Colusa County accrual rate, with a current maximum accrual of 281.25.

B. Sick Leave

1. Employees covered by this Agreement are entitled to accrue, accumulate and use Sick Leave with pay as provided in section 1.108.2(b) et seq. of the Colusa County Personnel Rules except as follows:

   a. Effective January 1, 2017, each County employee who separates from County service will be compensated for unused sick leave which was accrued and accumulated before December 31, 2009 based on the formula specified in Colusa County Personnel Rules section 1.108.2(b) et seq. except as follows:

      i. The employee may choose to receive the entire amount owed in cash pursuant to section 1.108.2(b)(6) et seq. or the employee may choose to have the entire amount owed deposited into a county offered IRC 457 Plan subject to the limitations of such Plan

   b. Effective January 1, 2017, each County employee who retires from County service will be compensated for unused sick leave which was accrued and accumulated following December 31, 2009 based on the formula and conditions which follow:

      i. An employee who retires with 15 years of Colusa County service and a minimum combined (old bank plus new bank) sick leave balance of 200 hours at the time of retirement will receive an amount equal to twenty-five percent (25%) of his/her current base hourly salary for all qualified hours.

      ii. An employee who retires with 20 years of Colusa County service and a minimum combined (old bank plus new bank) sick leave balance of 250 hours at the time of retirement will receive an amount equal to fifty percent (50%) of his/her current base hourly salary for all qualified hours.

      iii. An employee who retires with 25 years of Colusa County service and a minimum combined (old bank plus new bank) sick leave balance of 300 hours at the time of retirement will receive an amount equal to seventy-five percent (75%) of his/her current base hourly salary for all qualified hours.

      iv. An employee who retires with 30 years of Colusa County service and a minimum combined (old bank plus new bank) sick leave balance of 350 hours at the time of retirement will receive an amount equal to one hundred percent (100%) of his/her current base hourly salary for all qualified hours.

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v. Employees who are compensated for unused sick leave pursuant to paragraphs c.i through c.iv above may have any amount owed deposited into a County offered IRC 457 Deferred Compensation Plan subject to the limitations of such Plan and/or to have any amount owed deposited into the County-sponsored Health Reimbursement Arrangement ("HRA") subject to the limitations of the HRA Plan Document.

1. For the purposes of this benefit only, County employees who are elected to a County office will be compensated as though they had "retired" effective the date they assume the County elected office.

vi. Nothing in this Section will be construed to limit a Safety Member's right to apply unused sick leave toward CalPERS service credit pursuant to Article XI, Section A. 2. b. of this Agreement provided that the exercise of the sick leave service credit option will not result in the pyramiding of sick leave compensation benefits provided pursuant to this Section.

C. Bereavement Leave

1. Bereavement leave will be granted in the case of death in the immediate family of the employee or spouse, pursuant to Colusa County Personnel Rules 1.108.2(d).

D. Jury Duty or Court Witness

1. Employees who are required to serve on jury duty shall receive full pay, but shall remit to the County any compensation, except reimbursement for parking, meals, mileage or lodging which may be received for such service.

2. An employee who is required to appear as a witness in a court case which involves the County or County business shall receive full pay, but shall remit to the County any witness fees, including fees received as an expert witness, except reimbursement for parking, meals, mileage or lodging which may be received for such service.

E. Education Leave

1. Upon the recommendation of the department head, the Board of Supervisors may grant an employee up to nine (9) months of educational leave without pay. The department head shall consider the following criteria in making recommendation to the Board to grant educational leave: Whether

a. Education or training will increase on-the-job skills; and

b. Education or training will increase the employee's qualifications for promotion; and

c. The employee indicates a desire to make County employment a career; and

d. The employee has demonstrated high motivation for self-improvement; and

e. The employee has shown indications of superior work performance in present position; and

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f. The employee has shown evidence of promotional potential indicating the capacity to perform in a more responsible position; and

g. The employee has shown potential, motivation and suitability for further educational opportunity.

F. Required Continuing Professional Education Leave

1. Professional employees will be provided paid time away from work to complete necessary continuing education needed to maintain their licenses.

G. All Leaves Recognized by Law

1. As stated in the Colusa County Personnel Rules section 1.108.2 employees covered by this Agreement may take any leave recognized by law including but not limited to military leave, medical leave, pregnancy disability leave, paternal leave, leave to care for a family member, domestic violence leave and school activities leave. Information on the requirements for these leaves may be obtained from the Human Resources Department.

H. Time Worked While on Leave

1. Exempt employees on sick or vacation leave are not expected to work, which includes taking phone calls and checking or responding to e-mails. An exempt employee who does work may request a credit be added for actual time worked back into the relevant leave account. Any such request shall include supporting written documentation showing how and why the time was spent.

I. Partial Day Absences

1. In recognition of the extended hours often worked by employees who are exempt from the overtime provisions of the Fair Labor Standards Act ("FLSA") and at the sole discretion of the Appointing Authority (or Assistant in the Appointing Authority's absence), FLSA Exempt employees may be granted partial day absences without charging such absences to an appropriate leave balance subject to the following limitations:

   a. Partial day absences which would otherwise be charged to Sick Leave, including Family-Sick Leave, shall be charged to Sick Leave.

   b. If an employee has been placed on a Performance Improvement Plan or is the subject of a Coaching Memorandum related to attendance issues, partial day absences shall be charged to the appropriate leave balance.

J. Management Leave

1. Employees are entitled to a total of forty (40) hours of Management Leave for each calendar year. This allocation of Management Leave will be added to eligible employees' accounts starting from the first day of the first full pay period in January, and it will not carry over or accumulate from one year to the next. Any unused Management Leave remaining at the end of the calendar year shall be forfeited. Management Leave is not eligible for cash-out.

2. Newly eligible employees who commence their county employment after the commencement of the first working day of the first full pay period in January will receive a

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Management Leave allowance that is proportionate to the duration of their employment during their first calendar year.

ARTICLE VIII
HEALTH AND WELFARE

The County provides the health and welfare benefits identified in the Colusa County Personnel Rules to all bargaining unit employees subject to the terms which follow:

A. Medical Insurance

1. Except as provided in Section H, below the County will contract with the Public Employees' Retirement System (CalPERS) for the purpose of providing medical insurance benefits for active employees and eligible retired employees in accordance with the Public Employees Medical and Hospital Care Act ("PEMHCA"). Eligibility of active and retired employees and the dependents of active and retired employees to participate in this program shall be in accordance with regulations promulgated by CalPERS.

2. Pursuant to government code section 22892 (a) the County will contribute the statutory minimum employer contribution (MEC) on behalf of each active employee and each retiree who subscribes for coverage.

3. Except as provided herein, represented employees shall purchase medical insurance through the CalPERS Medical Program.

    a. Represented employees who have alternative medical insurance coverage from another source, which provides "Minimum Essential Coverage" as that term is defined by the agencies responsible for the administration of the Affordable Care Act, may, by providing written proof of such alternative coverage to the County, opt out of the CalPERS Medical Program. Employees who opt out of the CalPERS Medical Program shall be required to provide written confirmation of alternative Minimum Essential Coverage annually thereafter, during the CalPERS open enrollment period. If such confirmation is not provided, the employee shall be required to enroll in the CalPERS Medical Program.

B. Dental Insurance

1. The County will continue to make dental insurance available to active employees and the eligible dependents of active employees through the County sponsored dental plans. Effective January 1, 2021 the County will offer a new Dental HMO option in addition to existing County sponsored dental plan. The County's contributions toward such dental insurance shall be capped at $45.00 per month.

2. Except as provided herein, represented employees shall be required to purchase dental insurance through the County sponsored plan. Represented employees who have dental insurance coverage from another source may, by providing written proof of such alternative coverage to the County, opt out of the dental plan. Employees who opt out of the dental plan shall be required to provide written confirmation of alternative coverage annually thereafter, during the dental plan open enrollment period. If such confirmation is not provided, the employee shall be required to enroll in the dental plan.

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a. Employees who were hired prior to January 1, 2013 and who opt out of the dental plan pursuant to Section B.2. above, shall be provided a $45.00 per month cash-in-lieu benefit which the employee may deposit into an appropriate account within the County Cafeteria Plan or may be taken as a cash payment that will be applied to the employee's monthly paycheck. Amounts taken as cash will be treated as taxable income.

C. Cafeteria Plan

1. The County provides a Cafeteria Plan available to all represented employees. At a minimum, the County Cafeteria Plan provides non-elective County contributions that may be used to pay all or a portion of the monthly premium for County-sponsored group health insurance, and the pre-tax payments of the employee share of County-sponsored group health insurance premiums. The County Cafeteria Plan also includes a Flexible Spending Account, a Health Reimbursement Account, and a Dependent Care Account into which employees may make pre-tax contributions through the execution of Salary Reduction Agreements. Participation in the County Cafeteria Plan shall be pursuant to the terms, conditions and restrictions of the Plan Administrator and shall be subject to the terms that follow.

2. **Employees Hired Before January 1, 2013**.

a. Effective with the December 2023 paycheck, the County will make non-elective contributions into the Cafeteria Plan on behalf of each represented employee who is enrolled in the CalPERS medical plan pursuant to Section A.3., sufficient that when combined with the MEC totals the following:

i. For employees who are enrolled in employee only coverage, the County will contribute a total of $607.75 a month.

ii. For employees who are enrolled in employee plus one coverage, the County will contribute a total of $1,525.49 a month.

iii. For employees who are enrolled in family coverage, the County will contribute a total of $2,076.14 a month.

b. Effective December 1, 2024 and each December 1st thereafter for the term of this agreement, the County will make non-elective contributions into the Cafeteria Plan on behalf of each represented employee who is enrolled in the CalPERS medical plan pursuant to Section A.3., sufficient that when combined with the MEC totals the following:

i. For employees who are enrolled in employee only coverage, the County will contribute the greater of either a total of $607.75 a month, or a dollar amount sufficient that when combined with the MEC is equivalent to the actual premium, minus $310.00, for employee only coverage based upon CalPERS Gold.

ii. For employees who are enrolled in employee plus one coverage, the County will contribute the greater of either a total of $1,525.49 a month, or a dollar amount sufficient that when combined with the MEC is equivalent to the actual premium, minus $310.00, for employee plus one coverage based upon CalPERS Gold.

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iii. For employees who are enrolled in family coverage, the County will contribute the greater of either a total of $2,076.14 a month, or a dollar amount sufficient that when combined with the MEC is equivalent to the actual premium, minus $310.00, for family coverage based upon CalPERS Gold.

3. **Employees Hired After December 31, 2012.**

a. Effective with the December 2023 paycheck, the County will make non-elective contributions into the Cafeteria Plan on behalf of each represented employee who is enrolled in the CalPERS medical plan pursuant to Section A.3., sufficient that when combined with the MEC totals the following:

i. For employees who are enrolled in employee only coverage, the County will contribute a total of $917.75 a month.

ii. For employees who are enrolled in employee plus one coverage, the County will contribute a total of $1,835.49 a month.

iii. For employees who are enrolled in family coverage, the County will contribute a total of $2,386.14 a month.

b. Effective December 1, 2024 and each December 1st thereafter for the term of this agreement, the County will make non-elective contributions into the Cafeteria Plan on behalf of each represented employee who is enrolled in the CalPERS medical plan pursuant to Section A.3., sufficient that when combined with the MEC totals the following:

i. For employees who are enrolled in employee only coverage, the County will contribute the greater of either of $917.75 a month or the dollar equivalent of the actual premium for employee only coverage based upon CalPERS Gold.

ii. For employees who are enrolled in employee plus one coverage, the County will contribute the greater of either $1,835.49 a month or the dollar equivalent of the actual premium for employee plus one coverage based upon CalPERS Gold.

iii. For employees who are enrolled in family coverage, the County will contribute the greater of either $2,386.14 a month or the dollar equivalent of the actual premium for family coverage based upon CalPERS Gold.

c. In the event an employee has excess County Cafeteria contributions (before or after AFLAC or Colonial), the dollar equivalent thereof shall be contributed to the employee's Health Reimbursement Account (HRA) to the extent allowable by law.

d. Upon expiration of the MOU, County contributions shall remain at the 2025 contribution rates until such time as an alternative agreement is reached or alternative terms are imposed following the exhaustion of impasse and fact-finding procedures, if applicable.

D. Medical-In-Lieu of Medical Coverage

1. Subject to Section D.2 below, employees who, pursuant to Section A.3.a, above elect not to receive County-sponsored CalPERS health benefits, the County will provide monthly cash In-lieu benefit which the employee may deposit into an appropriate account within the County

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Cafeteria Plan or may be taken as a cash payment that will be applied to the employee's monthly paycheck. Amounts taken as cash will be treated as taxable income.

a. Employees hired prior to January 1, 2013 and who qualify for the above-described cash In-lieu benefit shall receive $435 per month.

b. Employees hired after December 31, 2012 and who qualify for the above-described cash In-lieu benefit shall receive $333 per month as of January 1, 2024 and $400 per month as of January 1, 2025.

2. It is specifically understood that the cash In-lieu benefits provided pursuant to this Agreement are subject to compliance with the Health Care provision requirements detailed in Section I, below.

E. Part Time Employees

1. Part time employees regularly scheduled to work twenty (20) or more, but fewer that thirty (30) hours a week will be eligible for the health, dental, vision and Cafeteria Plan benefits appropriate to their hire-date equal to the pro rata relationship between the hours regularly scheduled to work and full time. Benefits for employees who are regularly scheduled to work more than thirty (30) hours per week will not be prorated.

a. Part time employees regularly scheduled to work twenty (20) hours or more but fewer than thirty (30) hours each week are not required to accept county-sponsored health benefits and are not eligible for cash-in-lieu benefits.

b. Part time employees regularly scheduled to work thirty (30) hours or more each week are subject to the provisions of Section A.3. above and may be eligible for cash-in-lieu benefits if they satisfy the requirements of Section A.3.a.

F. Vision Care and Employee Assistance Plans

1. Vision insurance shall be provided in accordance with the Vision Plan and shall include at a minimum an annual examination and the replacement of lenses and frames every twelve (12) months. The County will contribute one-hundred percent (100%) of the monthly premium for employee-only coverage. Employees may enroll eligible family members at the employee's expense and subject to the rules of the insurance provider.

2. The County shall provide to each represented employee an Employee Assistance Plan that includes up to six (6) visits during each calendar year with a designated Health Care Provider. Such Employee Assistance shall be strictly confidential and the employee need only show proof of employment with Colusa County to receive this benefit.

G. Health Reimbursement Arrangement

1. The County will make an IRS qualified Health Reimbursement Arrangement ("HRA") available for eligible represented employees who retire from the County and enroll in the County-Sponsored Health Plan. Subject to the conditions described below, the County will make monthly contributions into the HRA on behalf of each eligible retiree.

a. For employees hired before January 1, 2013 and who retired prior to the execution of the MOU, the County will continue to contribute $128.26 per month to the retiree's HRA. This

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retiree HRA contribution is separate from and in addition to the PEMHCA Minimum Employer Contribution (MEC).

b. For employees hired before January 1, 2013 and who retire following the execution of this MOU, the County will contribute $128.26 per month, less any future increases to the MEC, to the retiree's HRA, so that the combination of the MEC and the retiree HRA contribution shall not exceed nor be less than $267.26 per month. This retiree HRA contribution is separate from the MEC.

c. Employees hired after January 1, 2013 and who subsequently retire are not eligible for the $128.26 retiree HRA contribution provided herein. Such retirees receive only the MEC.

2. The County will continue to contribute $50 per month into individual IRS qualified Health Reimbursement Arrangement (HRA) accounts for each active employee. This contribution is in addition to any excess cafeteria funds. Employees will be responsible for any administrative fees associated with their HRA account. Upon retirement the remaining balance of an active employee's HRA will be rolled into the employee's retiree HRA.

I. Health Care Compliance

1. It is the intent of the Parties to comply with legislative and regulatory requirements for the provision of health care. If, during the course of this MOU, it is determined that the County is out of compliance with any health care related mandate or mandates, the County will take the steps necessary to comply.

2. Before acting pursuant to paragraph 1 above, the County will notify the CCMC of the issue and the County's intended action. At the request of the CCMC, County representatives will meet with CCMC representatives before acting. If the actions are deemed necessary to comply with the legislative and regulatory health care requirements for the provision of health care, the County and the Association will meet and confer regarding such impacts.

ARTICLE IX
RETIREMENT

A. Retirement Plans

CalPERS Retirement

The County's contract with CalPERS provides the following retirement benefits. CalPERS determines an employee's member level as classic or new.

1. Tier 1 – Retirement benefits for classic members hired on or prior to December 31, 2012 shall receive the following CalPERS benefits.

   a) Miscellaneous
   - 3% @ 60 retirement formula
   - Single highest year compensation
   - Employee shall pay the 8% member contribution

2. Tier 2 – New members, as defined by CalPERS, hired on or after January 1, 2013 through September 30, 2016, shall receive the following CalPERS benefits.

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a) Miscellaneous
- 2% @ 62 retirement formula
- Three-year average of final compensation
- Employee shall pay 50% of the normal cost as determined by CalPERS

3. Tier 3 – New members, as defined by CalPERS, hired on or after October 1, 2016, shall receive the following CalPERS benefits.

a) Miscellaneous
- 2% @ 62 retirement formula
- Three-year average of final compensation
- Employee shall pay 50% of the normal cost as determined by CalPERS

Member's contribution toward retirement costs are paid subject to the provisions of section 414(h)(2) of the Internal Revenue Code.

B. Optional Benefits

a. To the extent allowable by CalPERS, the County will continue to provide the optional retirement enhancement, Military Service Credit as Public Service for Miscellaneous employees pursuant to Government Code Section 21024.

b. To the extent allowable by CalPERS, the County will continue to provide the Pre-Retirement Option 2W Death Benefit pursuant to Government Code Section 21548, for Miscellaneous employees only.

1. Should the statutory minimum employee member contribution rates for the above retirement plans be increased through State legislative or CalPERS administrative action during the term of this Agreement, either party may request to reopen this section to negotiate possible changes to the employee contribution rates specified in this MOU. Unless required by law, the employee contribution rates specified above will not change during the term of this MOU without mutual agreement of the parties.

C. Internal Revenue Code Section 457 Deferred Compensation Plans

1. The County will continue to make IRC section 457 deferred compensation plans (IRC 457 Plans) available to represented employees, subject to the terms and conditions of plan sponsors which, in some cases, may require minimum employee contributions. Employee participation in such plans is voluntary.

a. Except for the matching contributions provided below, the County shall not make contributions on behalf of represented employees. Effective the first full pay period following Board of Supervisors adoption of this MOU, the County will match employee contributions to a county-offered IRC 457 Plan as follows:

i. For employees with up to seven (7) years of county service, $30.00 per month. To qualify for matching contributions, employees must contribute an amount equal to or greater than the plan minimum contribution.

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ii. For employees with seven (7) to fifteen (15) years of county service up to $40.00 per month. To qualify for matching contributions, employees must contribute an amount equal to or greater than the plan minimum contribution.

iii. For employees with more than fifteen (15) years of county service up to $50.00 per month. To qualify for matching contributions, employees must contribute an amount equal to or greater than the plan minimum contribution.

b. Specific information regarding each of the available IRC 457 Plans may be obtained from the Human Resources Department.

ARTICLE X
MISCELLANEOUS

A. Personal Protective Equipment.

1. Employees may be required to wear personal protective equipment, including but not limited to prescription safety eyeglasses, which will be provided by the County at no cost to employees. If a Department Head determines that employees are required to wear boots or safety footwear, the County will, on a rolling twenty-four (24) month basis, reimburse the employee for the cost of such boots or safety footwear. Such reimbursements shall not exceed $300 for each rolling twenty-four (24) month period and are subject to the County's claims procedures.

B. Required Licenses.

1. Employees are responsible for meeting the requirements and for paying any fees involved in obtaining necessary licenses, certificates, permits, and registrations. However, where such licenses, certificates, permits, and registrations are required in order for the employee to maintain his/her current position, reimbursement may be sought from his/her employer upon proof of successful completion of tests or other requirements. Department heads are responsible for informing their employees that their duties require them to obtain such licenses, etc., and for seeing that their employees obtain the licenses. Department heads should make available relevant information regarding applications, fees, and qualifications for licenses required by positions within their department.

C. Layoffs.

1. Layoffs in non-general fund Departments shall be contained within those Departments with no right for laid off employees to bump outside the Departments.

D. Purging of Personnel Records Information

1. Employees shall be allowed access to their own Personnel Records for the purpose of inspecting the contents at reasonable times and intervals, and at no loss of compensation for that employee's time in doing so. Employees desiring to review such records shall make such request in writing at least twenty-four (24) hours in advance to their Appointing Authority or the Human Resources Department as appropriate

2. Under certain circumstances, disciplinary documentation, written reprimands and negative information not amounting to discipline, and not concerning allegations of unlawful

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discrimination or harassment, can be removed and purged from personnel records subject to the following criteria:

a. Negative information not amounting to discipline, i.e. memorandums of direction, counseling, coaching, etc., shall be removed if, as determined by the employees Appointing Authority, in consultation with the Human Resources Director, the performance issue or misconduct that is the subject of the negative information has been satisfactorily addressed and there is no mention of the issue in the employee's next succeeding performance evaluation falling at least one year from the negative information.

b. Disciplinary documentation and written reprimands shall be subject to the following provisions:

1) Written reprimands with no other discipline may be removed and purged after five (5) years if no similar infractions have occurred.

2) Written reprimands with a suspension of any length will remain in the employee's personnel file to never be removed.

3) Demotions for disciplinary reasons will remain in the employee's personnel file to never be removed.

4) Terminations will remain in the employee's personnel file to never be removed.

c. Performance reviews are not subject to removal from an employee's personnel file.

3. Employees wanting to remove and purge certain personnel record information in accordance with this section shall make a request to have the document removed through their Department Head who will submit the request with a recommendation to the Human Resources Director for approval.

4. The provisions of this section only apply to the extent permitted by law.

ARTICLE XI
Personnel Rules

Upon implementation of this Agreement, any terms and conditions of employment not specifically discussed herein shall be governed by the provisions of Colusa County Personnel Rules.

ARTICLE XII
FULL UNDERSTANDING

This Agreement constitutes the full understanding of the parties with respect to the matters set forth herein. The parties further agree that any amendment to this Agreement during the term of the Agreement must be reduced to writing and may be done only by mutual consent of the parties.

ARTICLE XIII
SAVINGS CLAUSE

If any provision of this Agreement should be held invalid by operation of law or by tribunal of competent jurisdiction, or if compliance with or enforcement of such provision shall be restrained by such tribunal, the remainder of the Agreement shall remain in full force and effect.

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ARTICLE XIV
TERM

This Agreement shall remain in full force and effect from October 1, 2023 through and including September 30, 2025.

Dated: _____
Colusa County Management Coalition

_____
Mike Bradwell
President

Dated: _____

_____
John Coburn
Chief Negotiator

Dated: _____
County of Colusa

_____
Kent Boes
Chairman of the Board of Supervisors

Dated: _____

_____
Patrick Clark
Chief Negotiator

ATTEST: WENDY TYLER
Clerk to the Board of Supervisors

By: _____
Deputy

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Attachment: CCMC MOU 23-25 Safety Unit REDLINES 12192023 (9511 : MOU between the County of Colusa and the Colusa County

MEMORANDUM OF UNDERSTANDING

Between

THE COUNTY OF COLUSA

And

THE COLUSA COUNTY MANAGEMENT COALITION
(Safety Unit)

TERM
October 1, ~~2019~~ 2023 – September 30, ~~2023~~2025

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PREAMBLE

This Memorandum of Understanding ("MOU" or "Agreement") is entered into by and between the County of Colusa ("County") and the Colusa County Management Coalition ("CCMC" or "Coalition") and sets forth the wages, benefits, hours of work, and other terms and conditions of employment for County employees assigned to the Management Unit.

ARTICLE I
RECOGNITION

Pursuant to Government Code Section 3500, et seq. and applicable provisions of Colusa County ~~Code, Chapter 45~~Personnel Rules, the County recognizes the CCMC as the exclusive representative for all County employees assigned to the Management Bargaining Unit.

ARTICLE II
CCMC RIGHTS

A. CCMC Rights

CCMC may use County conference rooms and similar building facilities for meetings with employees in the bargaining unit; may post material on bulletin boards; and may visit work locations to confer with members regarding grievances or other business within the scope of representation or otherwise provided for within this Agreement.

B. Dues Deductions

1. The County shall deduct CCMC membership dues and any other agreed-upon payroll deductions to the extent permitted by law from the monthly pay of each bargaining unit employee in accordance with the procedures set forth herein.

   a. Dues paying bargaining unit employees who have affirmatively consented to or authorized dues deductions shall be entitled to have dues deducted upon signing and filing with the CCMC an authorization form provided by the Association. The CCMC will notify the County of the employee's name and amount of dues to be withheld. The dues deduction form currently in use may continue to be utilized by the CCMC.

   b. The County agrees to direct each bargaining unit employee to the CCMC in response to any questions or concerns about dues or any other mutually agreed payroll deduction.

   c. The CCMC is responsible for providing the County with timely information about changes to employee dues and any other lawful CCMC-related payroll deductions.

   d. Dues withheld by the County shall be transmitted monthly to the CCMC officer designated in writing by the Association as the person authorized to receive the funds at the address specified.

   e. A bargaining unit employee's earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the authorized CCMC dues deductions. If a bargaining unit employee is in a non-pay status during only part of the pay

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period and the salary is not sufficient to cover the full withholding, no deduction shall be made.

f. The CCMC shall refund ~~to~~ the County any amounts received in error upon presentation of supporting evidence from the County. The County will deduct and remit to the CCMC any amounts which were not deducted in accordance with the procedures prescribed herein.

2. The County shall make payroll deductions in reliance on the CCMC's certification that the Association has and will maintain an authorization signed by each employee who affirmatively consents to pay the CCMC membership dues. Similarly, the County shall only cancel or modify membership dues or any other mutually agreed payroll deduction for any bargaining unit employee in reliance on information provided by the CCMC to the extent permitted by law.

3. The County shall not request that the CCMC provide a copy of any bargaining unit employee's authorization unless a dispute arises about the existence or terms of the authorization.

4. The CCMC shall indemnify, defend, protect and hold harmless the County and its elected and appointed officials, officers, employees, and agents from and against any and all claims, liabilities, losses, damages, fines, penalties~~,~~ demands, suits, actions, causes of action, judgments, costs and expenses arising from the application of this section, including, but not limited to, any claims made by bargaining unit employees for the return of membership dues deducted by the County in reliance on the CCMC's certification, and any claims made by any bargaining unit employees for any deduction cancellation or modification the County made in reliance on the information provided by the CCMC.

C. Public Employee Communication

This provision applies to all new employees hired into the CCMC bargaining unit positions and is intended to comply with Government Code sections 3555 et. Seq.

a. The County will provide the CCMC with not less than ten (10) calendar days' advance written notice of the time, date and location of all new employee orientation meetings, unless an urgent and unforeseeable need for a new employee orientation meeting precludes the County from providing the CCMC with ten (10) calendar days' advance notice. The advance notice will include the number of CCMC bargaining unit employees attending the orientation meetings. Notice will be made by way of email to the CCMC President or another contact person designated by the CCMC.

b. Upon request, the CCMC will be given up to fifteen (15) minutes as part of the new employee orientation meetings to present information to bargaining unit employees generally relating to the CCMC's role as the bargaining units representative, CCMC membership information, the rights and obligations created by the MOU and County personnel rules, and to answer questions. One (1) CCMC representative may present information to new employees. County representatives shall excuse themselves and not be present during the CCMC's portion of the new employee orientation meetings.

c. The CCMC representative who presents information at the new employee orientation meetings may do so while on duty without the loss of compensation, provided the CCMC advises the Human Resources Director of the names of the

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employees who will be presenting information on behalf of the CCMC at the new employee orientation meetings.

d. The County shall not disclose the date/time/place of the new employee orientation to anyone other than the new employees and their departments, the CCMC, and any vendors who are contracted to provide a service at the new employee orientation.

2. Information Requirements –The County will provide the CCMC with a digital file via email to the email address designated by the CCMC containing the following information for each employee to the extent the County has the information on file:

- Name
- Job title
- Work location
- Personal telephone number (may be home or cellular as provided by employee)
- Home address
- Personal email addresses if provided by the employee and on file with the County (new hires only) unless the employee submits a written request to the County and CCMC to withhold disclosure of his/her personal email address

The above information will be provided as follows:

- For new hires, at the end of each month.
- Regularly for all bargaining unit employees every one hundred twenty (120) calendar days.

ARTICLE III
MANAGEMENT RIGHTS

Except as specifically limited by the terms of this Agreement, the County, through its Board of Supervisors, shall have all management rights provided by the United States Constitution, the California State Constitution, California State Law, and Colusa County Code, and Colusa County Personnel Rules~~Chapter 45~~.

ARTICLE IV
GENERAL PROVISIONS

A. Strikes and Lockouts

1. The CCMC agrees that during the term of this Agreement, neither it nor its officers, agents or members will engage in, encourage, sanction, support or suggest any strikes, work stoppages, slowdowns, or any other similar actions which would involve suspension of, or interference with, the normal work of the County.

2. The County will not lockout employees during the term of this Agreement.

B. No Reprisals

1. The County shall not interfere with or discriminate against any employee by reason of his or her membership in the CCMC or activity approved by this Agreement, nor will the County discourage membership in the CCMC or encourage membership in any other employee organization.

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2. The CCMC recognizes its responsibility as the exclusive representative and agrees to represent all employees without discrimination, interference, restraint or coercion.

C. Role in the County

1. CCMC members are expected to support the Board and their Department Head's decisions and to model support for those decisions in their communications with their subordinate employees.

ARTICLE V
SALARIES

A. Salaries

1. Effective December 1, 2023, the wages of all represented classifications shall be increased by two and ~~six-tenths~~one-half percent (2.~~56~~%) cost of living adjustment.

~~Effective the first full pay period following Board approval of this MOU, the wages of the following classification(s), Lieutenant, and Assistant Sheriff shall receive equity increases, in the form of salary range adjustments, as per Appendix A.~~

~~In lieu of retro pay, all represented employees will be paid a lump sum amount equivalent to the percentage increases outlined above and in Appendix A, for the period January 1, 2020 through the date of the Board of Supervisors adoption of this MOU.~~

2. Effective the first full pay period following October 1, ~~2020~~2024, the wages of all represented classifications shall be increased by ~~an amount equal to the Consumer Price Index for All Urban Consumers, West region, All items, not seasonally adjusted (CPI-U), in the one year period ending September 2020, , rounded to the nearest 1/10th of one percent. Such increase shall not be less than one percent (1.0%) nor more than a maximum of three~~two percent (~~3~~2.0%) cost of living adjustment.

~~3. Effective the first full pay period following October 1, 2021, the wages of all represented classifications shall be increased by an amount equal to the CPI-U in the one year period ending September 2021,, rounded to the nearest 1/10th of one percent. Such increase shall not be less than one percent (1.0%) nor more than a maximum of three percent (3%).~~

~~4. Effective the first full pay period following October 1, 2022, the wages of all represented classifications shall be increased by an amount equal to the CPI-U in the one year period ending September 2022,, rounded to the nearest 1/10th of one percent. Such increase shall not be less than one percent (1.0%) nor more than a maximum of three percent (3%).~~

B. Bilingual Pay

1. Bilingual Pay of ~~$75.00~~ $80.00 per month shall be paid to those qualified employees in positions where the County receives a benefit from the employee's ability in the second language. The determination of County benefit shall be based on the Department Head's recommendation and approval of the Human Resources Director, provided that such approval shall not be unreasonably withheld. Qualification shall be based on passing an approved language proficiency test modeled on the CHP proficiency test ("Test") and demonstrated proficiency in speaking, understanding, writing and reading the language; with more weight given to speaking, understanding, and reading (than traditionally was given to writing).

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Employees receiving more than $~~75~~80.00 per month bilingual pay at the execution of this Agreement shall continue earning their higher amount.

C. Management Incentive Pay

1. Each represented employee hired before January 1, 2013 shall receive additional compensation entitled, Management Incentive Pay of $310.00 per month.

2. Employees who are hired or promoted into or who leave a position included in this bargaining unit shall have this benefit pro-rated according to the period of time they were actually assigned to this bargaining unit.

3. Management Incentive Pay, which recognizes the unique nature of management positions, is Special Compensation as that term is defined in Section 571 of the California Code of Regulations (CCR). As such, Management Incentive Pay will be reported to CalPERS. If, during the life of this Agreement, Section 571 CCR is modified in such a manner that Management Incentive Pay is no longer treated as Special Compensation by CalPERS, the Coalition may request to Meet and Confer regarding the restructuring of this benefit.

4. Employees hired after December 31, 2012 shall not be eligible to receive Management Incentive Pay.

D. Temporary Promotion

1. When a position becomes vacant and there is a need to fill ~~–~~the vacant position pending recruitment for a permanent appointment, the appointing authority may request the Human Resources Director to authorize a temporary promotion of a regular full or part-time employee from a, lower level job class that is directly related to the vacant position.
   For purposes of this section, “vacant position” does not refer to a position that is temporarily available due to an employee’s leave of absence.
2. The temporarily promoted employee shall meet the minimum qualifications for the higher-level job class as determined by the Human Resources Director. Employees serving a temporary promotion may apply for regular promotion to fill the permanent vacancy.

3. Temporary promotions provided under this section are intended to comply with CA Government Code Section 20480 and described in CalPERS Circular Letter 200-021-18. Incumbents must be relieved of all duties of their former position in a temporary promotion. Temporary promotions must not exceed 960 hours in each fiscal year. The additional compensation paid to employees serving in a temporary promotion will be reported to CalPERS as temporary upgrade pay.

4. Any regular employee who is temporarily promoted under this section, will receive an increase in pay beginning with the first day of the temporary promotion. Increases in pay related to temporary promotion are calculated in the same manner as a regular promotion in accordance with Colusa County Code Section 45.8.6.2.

5. Upon termination of a temporary promotion, the temporarily promoted employee shall be restored to their prior permanent position as if the employee had never left, pursuant to Colusa County Code Section 45.8.6.4. Employees who are temporarily promoted pursuant to this section and are also eligible for a merit increase in their permanent job classification shall be eligible for the merit increase while serving in the temporary promotion and their temporary promotional pay shall be adjusted to reflect the merit increase, if granted.

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6. In the event a temporarily promoted employee receives a regular promotion to the vacant position without any lapse in time between the temporary promotion and the regular promotion, the employee's time from the first day of temporary promotion shall count as service in the higher-level position for purposes of merit advancement in the higher salary range.

~~7. With the adoption of this section, the County agrees to recommend to the Board of Supervisors that Chapter 45 be amended as follows:~~

~~a. 45.8.6.2 An employee promoted to a position in a class with a higher salary range shall be paid at the step in the higher range closest to the employee's salary, but in no event less than five percent more than the employee was paid in the former position. The employee will not receive a new salary anniversary date (see section 45.8.7.2), except when, for the benefit of the employee, the new salary step should have an earlier merit eligibility date pursuant to 45.8.7.3 (i.e., 12 months for steps 1-5). The eligibility of the employee for step increases within the higher salary range will be governed by the provisions of this chapter.~~

~~b. 45.8.7.2 An employee shall have a "salary anniversary date," for purposes of tracking step increases, which will be the first day of the monthly pay period after completion of the initial probationary period in a position or applicable date following a promotion which may or may not coincide with completion of probation (See section 45.4.2.).~~

ARTICLE VI
HOLIDAYS

A. Paid Holidays

1. Employees covered by this Agreement are entitled to the paid holidays specified in ~~Chapter 45 section 45.8.3 of~~ the Colusa County Personnel Rules~~Code~~, which shall be considered to fall on the day-of-the-week designated as the day of celebration by the Board.

B. Floating Holiday

1. Employees covered by this Agreement each fiscal year as a Unit may negotiate as a floating holiday one day not identified as a holiday in ~~Chapter 45~~the Personnel Rules.

ARTICLE VII
LEAVES

A. Vacation

~~1. Except as described in paragraph 2, below, employees covered by this Agreement are entitled to Vacation Leave with pay as provided in Chapter 45 section 45.8.4 et seq. of the Colusa County Code~~

Employees covered by this Agreement are entitled to Vacation Leave with pay as provided in section 1.108.2(a) et seq. of the Colusa County Personnel Rules. (NOTE: the following language in this section Article VII, A, 1-12 will be removed upon incorporation into the Personnel Rules).

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1) The County vacation leave with pay plan functions under an accrual and usage plan (the plan). Under the plan, vacation will be earned and credited on a monthly-basis;

2) Employees are encouraged and expected to use all vacation in the year in which credited;

3) Vacation shall be used in no less than fifteen-minute increments;
   a) Only accrued leave can be used. If there is no leave on the books, it cannot be used.

4) Vacation must be scheduled in advance, subject to pre-approval by the employee's supervisor;

5) Appointing authorities are charged with actively managing the vacation usage of their employees, to ensure vacation is used in accordance with this section;

6) Vacation shall accrue on an hourly basis, based on an employee's anniversary date. An employee may accumulate a maximum of 1.5 times their annual accrual. An employee who accumulates vacation in excess of the maximum allowable hours will stop accruing vacation until their accumulated vacation hours fall below the maximum allowed.

7) Vacation shall accrue and may be accumulated at the following rates:

Time in Service	Annual Vacation	Monthly Accrual 37.5-hour week	Monthly Accrual 40-hour week	Maximum Accumulation 37.5-hour week	Maximum Accumulation 40-hour week
0 through 3 yrs.	0 – 10 days	6.25 hours	6.666 hours	112.50 hours	120.00 hours
4 through 7 yrs.	15 days	9.375 hours	10.000 hours	168.75 hours	180.00 hours
8 through 11 yrs.	20 days	12.500 hours	13.333 hours	225.00 hours	240.00 hours
12+ yrs.	25 days	15.625 hours	16.666 hours	281.25 hours	300.00 hours

~~8)~~ 8) Vacation hours accumulated by an employee before January 1, 2009, will be carried forward in a separate employee vacation account, which may be referenced as the "pre-2009 vacation account," subject to the following:

a) Effective January 1, 2014, the value of each vacation hour included in an employee's pre-2009 vacation account will be calculated at the employee's current hourly rate of pay and will be frozen at that amount.

b) If, subsequent to January 1, 2014, an employee takes vacation-time off using vacation hours credited to the pre-2009 vacation account, they will be granted vacation time off on an hour-for-hour basis, without regard for their current rate of pay.

9) Legal holidays occurring during vacation leave will not be charged as vacation leave but as a holiday;

10) Part-time employees shall accrue and may accumulate vacation leave on a prorata basis equal to their prorated service time and their prorated hours worked;

11) Upon termination, the employee or their estate will be paid the monetary value of the earned unused vacation in the employee's vacation account.

12) Starting from the first complete pay period after October 1, 2023, all employees will be able to include their previous public service experience for calculating vacation accrual. Verifiable experience is counted in complete years (equivalent to twelve [12] months). Each employee shall be credited for the purpose of accrual, with years of service at other public agencies on a year for year basis. The maximum vacation allowance will correspondingly align with the updated years of service for vacation.

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Example: An employee with 12 complete years' experience with another public agency would begin accruing vacation at year 12+ Colusa County accrual rate, with a current maximum accrual of 281.25.

B. Sick Leave

1. Employees covered by this Agreement are entitled to accrue, accumulate and use Sick Leave with pay as provided in section 1.108.2(b)~~Chapter 45, Section 45.8.5~~ et seq. of the Colusa County ~~Code~~ Personnel Rules except as follows:

   a. Effective January 1, 2017, each County employee who separates from County service will be compensated for unused sick leave which was accrued and accumulated before December 31, 2009 based on the formula specified in Colusa County Personnel Rules ~~Chapter 45, s~~Section 1.108.2(b)~~45.8.6.1, Subsections 45.8.6.1.1 through 45.8.6.1.3~~ et seq. except as follows:

      i. The employee may choose to receive the entire amount owed in cash pursuant to section 1.108.2(b)(6) et seq. ~~Chapter 45, Sections 45.8.6.6.2 or 45.8.5.6.3~~ or the employee may choose to have the entire amount owed deposited into a county offered IRC 457 Plan subject to the limitations of such Plan

   b. Effective January 1, 2017, each County employee who retires from County service will be compensated for unused sick leave which was accrued and accumulated following December 31, 2009 based on the formula and conditions which follow:

      i. An employee who retires with 15 years of Colusa County service and a minimum combined (old bank plus new bank) sick leave balance of 200 hours at the time of retirement will receive an amount equal to twenty-five percent (25%) of his/her current base hourly salary for all qualified hours.

      ii. An employee who retires with 20 years of Colusa County service and a minimum combined (old bank plus new bank) sick leave balance of 250 hours at the time of retirement will receive an amount equal to fifty percent (50%) of his/her current base hourly salary for all qualified hours.

      iii. An employee who retires with 25 years of Colusa County service and a minimum combined (old bank plus new bank) sick leave balance of 300 hours at the time of retirement will receive an amount equal to seventy-five percent (75%) of his/her current base hourly salary for all qualified hours.

      iv. An employee who retires with 30 years of Colusa County service and a minimum combined (old bank plus new bank) sick leave balance of 350 hours at the time of retirement will receive an amount equal to one hundred percent (100%) of his/her current base hourly salary for all qualified hours.

      v. Employees who are compensated for unused sick leave pursuant to paragraphs c.i through c.iv above may have any amount owed deposited into a County offered IRC 457 Deferred Compensation Plan subject to the limitations of such Plan and/or to have any amount owed deposited into the County-sponsored Health Reimbursement Arrangement ("HRA") subject to the limitations of the HRA Plan Document.

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1. For the purposes of this benefit only, County employees who are elected to a County office will be compensated as though they had "retired" effective the date they assume the County elected office.

vi. Nothing in this Section will be construed to limit a Safety Member's right to apply unused sick leave toward CalPERS service credit pursuant to Article XI, Section A. 2. b. of this Agreement provided that the exercise of the sick leave service credit option will not result in the pyramiding of sick leave compensation benefits provided pursuant to this Section.

C. Bereavement Leave

1. Bereavement leave will be granted in the case of death in the immediate family of the employee or spouse, pursuant to Colusa County Personnel Rules 1.108.2(d).~~as follows:~~

~~a. Five (5) days per death in the immediate family.~~

~~b. After five (5) days, the employee may have additional leave as allowed by Chapter 45.8.5.11.~~

~~c. Bereavement Leave does not accumulate, cannot be transferred and has no cash out value.~~

~~2. "Immediate Family" means spouse, registered domestic partner, parents and grandparents, children and grandchildren, brothers and sisters, mother-in-law and father-in-law, brothers-in-law and sisters-in-law, daughters-in-law and sons-in-law; Adopted, foster and step members are also included in immediate family. For the purposes of this Section, the family members of a registered domestic partner will have the same status as the family members of a spouse.~~

D. Jury Duty or Court Witness

1. Employees who are required to serve on jury duty shall receive full pay, but shall remit to the County any compensation, except reimbursement for parking, meals, mileage or lodging which may be received for such service.

2. An employee who is required to appear as a witness in a court case which involves the County or County business shall receive full pay, but shall remit to the County any witness fees, including fees received as an expert witness, except reimbursement for parking, meals, mileage or lodging which may be received for such service.

E. Education Leave

1. Upon the recommendation of the department head, the Board of Supervisors may grant an employee up to nine (9) months of educational leave without pay. The department head shall consider the following criteria in making recommendation to the Board to grant educational leave: Whether

   a. Education or training will increase on-the-job skills; and

   b. Education or training will increase the employee's qualifications for promotion; and

   c. The employee indicates a desire to make County employment a career; and

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d. The employee has demonstrated high motivation for self-improvement; and

e. The employee has shown indications of superior work performance in present position; and

f. The employee has shown evidence of promotional potential indicating the capacity to perform in a more responsible position; and

g. The employee has shown potential, motivation and suitability for further educational opportunity.

F. Required Continuing Professional Education Leave

1. Professional employees will be provided paid time away from work to complete necessary continuing education needed to maintain their licenses.

G. All Leaves Recognized By Law

1. As stated in the Colusa County Personnel Rules section 1.108.2 ~~Chapter 45.8.10.1~~ employees covered by this Agreement may take any leave recognized by law including but not limited to military leave, medical leave, pregnancy disability leave, paternal leave, leave to care for a family member, domestic violence leave and school activities leave. Information on the requirements for these leaves may be obtained from the Human Resources Department.

H. Time Worked While On Leave

1. Exempt employees on sick or vacation leave are not expected to work, which includes taking phone calls and checking or responding to e-mails. An exempt employee who does work may request a credit be added for actual time worked back into the relevant leave account. Any such request shall include supporting written documentation showing how and why the time was spent.

I. Partial Day Absences

1. In recognition of the extended hours often worked by employees who are exempt from the overtime provisions of the Fair Labor Standards Act ("FLSA") and at the sole discretion of the Appointing Authority (or Assistant in the Appointing Authority's absence), FLSA Exempt employees may be granted partial day absences without charging such absences to an appropriate leave balance subject to the following limitations:

a. Partial day absences which would otherwise be charged to Sick Leave, including Family-Sick Leave, shall be charged to Sick Leave.

b. If an employee has been placed on a Performance Improvement Plan or is the subject of a Coaching Memorandum related to attendance issues, partial day absences shall be charged to the appropriate leave balance.

J. Management Leave

1. Employees are entitled to a total of forty (40) hours of Management Leave for each calendar year. This allocation of Management Leave will be added to eligible employees' accounts

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starting from the first day of the first full pay period in January, and it will not carry over or accumulate from one year to the next. Any unused Management Leave remaining at the end of the calendar year shall be forfeited. Management Leave is not eligible for cash-out.

2. Newly eligible employees who commence their county employment after the commencement of the first working day of the first full pay period in January will receive a Management Leave allowance that is proportionate to the duration of their employment during their first calendar year.

ARTICLE VIII
HEALTH AND WELFARE

The County provides the health and welfare benefits identified in the Colusa County Personnel Rules ~~Chapter 45~~ to all bargaining unit employees subject to the terms which follow:

A. Medical Insurance

1. Except as provided in Section H, below the County will contract with the Public Employees' Retirement System (CalPERS) for the purpose of providing medical insurance benefits for active employees and eligible retired employees in accordance with the Public Employees Medical and Hospital Care Act ("PEMHCA"). Eligibility of active and retired employees and the dependents of active and retired employees to participate in this program shall be in accordance with regulations promulgated by CalPERS.

2. Pursuant to government code section 22892 (a) the County will contribute the statutory minimum employer contribution (MEC) on behalf of each active employee and each retiree who subscribes for coverage.

3. Except as provided herein, represented employees shall purchase medical insurance through the CalPERS Medical Program.

   a. Represented employees who have alternative medical insurance coverage from another source, which provides "Minimum Essential Coverage" as that term is defined by the agencies responsible for the administration of the Affordable Care Act, may, by providing written proof of such alternative coverage to the County, opt out of the CalPERS Medical Program. Employees who opt out of the CalPERS Medical Program shall be required to provide written confirmation of alternative Minimum Essential Coverage annually thereafter, during the CalPERS open enrollment period. If such confirmation is not provided, the employee shall be required to enroll in the CalPERS Medical Program.

B. Dental Insurance

1. The County will continue to make dental insurance available to active employees and the eligible dependents of active employees through the County sponsored dental plans. Effective January 1, 2021 the County will offer a new Dental HMO option in addition to existing County sponsored dental plan. The County's contributions toward such dental insurance shall be capped at $45.00 per month.

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2. Except as provided herein, represented employees shall be required to purchase dental insurance through the County sponsored plan. Represented employees who have dental insurance coverage from another source may, by providing written proof of such alternative coverage to the County, opt out of the dental plan. Employees who opt out of the dental plan shall be required to provide written confirmation of alternative coverage annually thereafter, during the dental plan open enrollment period. If such confirmation is not provided, the employee shall be required to enroll in the dental plan.

   a. Employees who were hired prior to January 1, 2013 and who opt out of the dental plan pursuant to Section B.2. above, shall be provided a $45.00 per month cash-in-lieu benefit which the employee may deposit into an appropriate account within the County Cafeteria Plan or may be taken as a cash payment that will be applied to the employee's monthly paycheck. Amounts taken as cash will be treated as taxable income.

C. Cafeteria Plan

1. The County provides a Cafeteria Plan available to all represented employees. At a minimum, the County Cafeteria Plan provides non-elective County contributions that may be used to pay all or a portion of the monthly premium for County-sponsored group health insurance, and the pre-tax payments of the employee share of County-sponsored group health insurance premiums. The County Cafeteria Plan also includes a Flexible Spending Account, a Health Reimbursement Account, and a Dependent Care Account into which employees may make pre-tax contributions through the execution of Salary Reduction Agreements. Participation in the County Cafeteria Plan shall be pursuant to the terms, conditions and restrictions of the Plan Administrator and shall be subject to the terms that follow.

2. **Employees Hired Before January 1, 2013**.

   a. Effective with the ~~April 30, 2020~~December 2023 paycheck, the County will make non-elective contributions into the Cafeteria Plan on behalf of each represented employee who is enrolled in the CalPERS medical plan pursuant to Section A.3., sufficient that when combined with the MEC totals the following:

      i. For employees who are enrolled in employee only coverage, the County will contribute a total of $~~575.00~~607.75 a month.

      ii. For employees who are enrolled in employee plus one coverage, the County will contribute a total of $~~905.00~~1,525.49 a month.

      iii. For employees who are enrolled in family coverage, the County will contribute a total of $~~1,210.00~~2,076.14 a month.

   b. Effective December 1, 202~~04~~ and each December 1st thereafter for the term of this agreement, the County will make non-elective contributions into the Cafeteria Plan on behalf of each represented employee who is enrolled in the CalPERS medical plan pursuant to Section A.3., sufficient that when combined with the MEC totals the following:

      i. For employees who are enrolled in employee only coverage, the County will contribute the greater of either a total of $~~575.00~~607.75 a month, or a dollar amount

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sufficient that when combined with the MEC is equivalent to the actual premium, minus $310.00, for employee only coverage based upon CalPERS ~~Select~~Gold.

ii. For employees who are enrolled in employee plus one coverage, the County will contribute the greater of either a total of $~~905.00~~1,525.49 a month, or a dollar amount sufficient that when combined with the MEC is equivalent to the actual premium, minus $310.00, for employee plus one coverage based upon CalPERS ~~Select~~Gold.

iii. For employees who are enrolled in family coverage, the County will contribute the greater of either a total of $~~1,210.00~~2,076.14 a month, or a dollar amount sufficient that when combined with the MEC is equivalent to the actual premium, minus $310.00, for family coverage based upon CalPERS ~~Select~~Gold.

3. **Employees Hired After December 31, 2012.**

a. Effective ~~-~~with the ~~April 30, 2020~~December 2023 paycheck, the County will make non-elective contributions into the Cafeteria Plan on behalf of each represented employee who is enrolled in the CalPERS medical plan pursuant to Section A.3., sufficient that when combined with the MEC totals the following:

i. For employees who are enrolled in employee only coverage, the County will contribute a total of $~~885.00~~917.75 ~~-~~a month.

ii. For employees who are enrolled in employee plus one coverage, the County will contribute a total of $~~1,215.00~~1,835.49 a month.

iii. For employees who are enrolled in family coverage, the County will contribute a total of $~~1,520.00~~2,386.14 a month.

b. Effective December 1, 2024~~0~~ ~~-~~ and each December 1st thereafter for the term of this agreement, the County will make non-elective contributions into the Cafeteria Plan on behalf of each represented employee who is enrolled in the CalPERS medical plan pursuant to Section A.3., sufficient that when combined with the MEC totals the following:

i. For employees who are enrolled in employee only coverage, the County will contribute the greater of either of $~~885.00~~917.75 a month or the dollar equivalent of the actual premium for employee only coverage based upon CalPERS ~~Select~~Gold.

ii. For employees who are enrolled in employee plus one coverage, the County will contribute the greater of either $1~~,215.00~~,1835.49 a month or the dollar equivalent of the actual premium for employee plus one coverage based upon CalPERS ~~Select~~Gold.

iii. For employees who are enrolled in family coverage, the County will contribute the greater of either $~~1,520.00~~2,386.14 a month or the dollar equivalent of the actual premium for family coverage based upon CalPERS ~~Select~~Gold.

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c. In the event an employee has excess County Cafeteria contributions (before or after AFLAC or Colonial), the dollar equivalent thereof shall be contributed to the employee's Health Reimbursement Account (HRA) to the extent allowable by law.

d. Upon expiration of the MOU, County contributions shall remain at the 2025 contribution rates until such time as an alternative agreement is reached or alternative terms are imposed following the exhaustion of impasse and fact-finding procedures, if applicable.

D. Medical-In-Lieu of Medical Coverage

1. Subject to Section D.2 below, employees who, pursuant to Section A.3.a, above elect not to receive County-sponsored CalPERS health benefits, the County will provide monthly cash In-lieu benefit which the employee may deposit into an appropriate account within the County Cafeteria Plan or may be taken as a cash payment that will be applied to the employee's monthly paycheck. Amounts taken as cash will be treated as taxable income.

   a. Employees hired prior to January 1, 2013 and who qualify for the above-described cash In-lieu benefit shall receive $435 per month.

   b. Employees hired after December 31, 2012 and who qualify for the above-described cash In-lieu benefit shall receive ~~$311~~ 333 per month as of January 1, 2024 and $400 per month as of January 1, 2025.

2. It is specifically understood that the cash In-lieu benefits provided pursuant to this Agreement are subject to compliance with the Health Care provision requirements detailed in Section I, below.

E. Part Time Employees

1. Part time employees regularly scheduled to work twenty (20) or more, but fewer that thirty (30) hours a week will be eligible for the health, dental, vision and Cafeteria Plan benefits appropriate to their hire-date equal to the pro rata relationship between the hours regularly scheduled to work and full time. Benefits for employees who are regularly scheduled to work more than thirty (30) hours per week will not be prorated.

   a. Part time employees regularly scheduled to work twenty (20) hours or more but fewer than thirty (30) hours each week are not required to accept county-sponsored health benefits and are not eligible for cash-in-lieu benefits.

   b. Part time employees regularly scheduled to work thirty (30) hours or more each week are subject to the provisions of Section A.3. above and may be eligible for cash-in-lieu benefits if they satisfy the requirements of Section A.3.a.

F. Vision Care and Employee Assistance Plans

1. Vision insurance shall be provided in accordance with the Vision Plan and shall include at a minimum an annual examination and the replacement of lenses and frames every twelve (12) months. The County will contribute one-hundred percent (100%) of the monthly premium for employee-only coverage. Employees may enroll eligible family members at the employee's expense and subject to the rules of the insurance provider.

2. The County shall provide to each represented employee an Employee Assistance Plan that includes up to six (6) visits during each calendar year with a designated Health Care Provider.

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Such Employee Assistance shall be strictly confidential and the employee need only show proof of employment with Colusa County to receive this benefit.

G. Health Reimbursement Arrangement

1. The County will make an IRS qualified Health Reimbursement Arrangement ("HRA") available for eligible represented employees who retire from the County and enroll in the County-Sponsored Health Plan. Subject to the conditions described below, the County will make monthly contributions into the HRA on behalf of each eligible retiree.

   a. For employees hired before January 1, 2013 and who retired prior to the execution of the MOU, the County will continue to contribute $128.26 per month to the retiree's HRA. This retiree HRA contribution is separate from and in addition to the PEMHCA Minimum Employer Contribution (MEC).

   b. For employees hired before January 1, 2013 and who retire following the execution of this MOU, the County will contribute $128.26 per month, less any future increases to the MEC, to the retiree's HRA, so that the combination of the MEC and the retiree HRA contribution shall not exceed nor be less than $267.26 per month. This retiree HRA contribution is separate from the MEC.

   c. Employees hired after January 1, 2013 and who subsequently retire are not eligible for the $128.26 retiree HRA contribution provided herein. Such retirees receive only the MEC.

2. ~~Commencing January 2020, t~~The County will continue to contribute $50 per month into individual IRS qualified Health Reimbursement Arrangement (HRA) accounts for each active employee. This contribution is in addition to any excess cafeteria funds. Employees will be responsible for any administrative fees associated with their HRA account. Upon retirement the remaining balance of an active employee's HRA will be rolled into the employee's retiree HRA.

I. Health Care Compliance

1. It is the intent of the Parties to comply with legislative and regulatory requirements for the provision of health care. If, during the course of this MOU, it is determined that the County is out of compliance with any health care related mandate or mandates, the County will take the steps necessary to comply.

2. Before taking action pursuant to paragraph 1 above, the County will notify the CCMC of the issue and the County's intended action. At the request of the CCMC, County representatives will meet with CCMC representatives before acting. If the actions are deemed necessary to comply with the legislative and regulatory health care requirements for the provision of health care, the County and the Association will meet and confer regarding such impacts.

ARTICLE IX
RETIREMENT

A. Retirement Plans

CalPERS Retirement

The County's contract with CalPERS provides the following retirement benefits. CalPERS determines an employee's member level as classic or new.

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1. Tier 1 – Retirement benefits for classic members hired on or prior to December 31, 2012 shall receive the following CalPERS benefits.

   a) Safety

   - CalPERS 3% @ 50 retirement formula
   - Single highest year compensation
     Employee shall pay the nine percent (9%) member contribution, plus an additional three percent (3%) of the employer's contribution, for a total of twelve percent (12%). (See Article XI (B) below)

   b) ~~Miscellaneous~~

   - ~~3% @ 60 retirement formula~~
   - ~~Single highest year compensation~~
   - ~~Employee shall pay the 8% member contribution~~

2. Tier 2 - New members, as defined by CalPERS, hired on or after January 1, 2013 through September 30, 2016, shall receive the following CalPERS benefits.

   a) Safety

   - 2.7% @ 57 retirement formula
   - Three-year average of final compensation
   - Employee shall pay 50% of the normal cost as determined by CalPERS

   b) ~~Miscellaneous~~

   - ~~2% @ 62 retirement formula~~
   - ~~Three-year average of final compensation~~
   - ~~Employee shall pay 50% of the normal cost as determined by CalPERS~~

3. Tier 3 - New members, as defined by CalPERS, hired on or after October 1, 2016, shall receive the following CalPERS benefits.

   a) Safety

   - 2.5% @ 57 retirement formula
   - Three-year average of final compensation
   - Employee shall pay 50% of the normal cost as determined by CalPERS

   b) ~~Miscellaneous~~

   - ~~2% @ 62 retirement formula~~
   - ~~Three-year average of final compensation~~
   - ~~Employee shall pay 50% of the normal cost as determined by CalPERS~~

Member's contribution toward retirement costs are paid subject to the provisions of section 414(h)(2) of the Internal Revenue Code.

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B. Optional Benefits

a. To the extent allowable by CalPERS, the County will continue to provide the optional retirement enhancement, Military Service Credit as Public Service for ~~Miscellaneous and~~ Safety employees pursuant to Government Code Section 21024.

b. ~~To the extent allowable by CalPERS, the County will continue to provide the Pre-Retirement Option 2W Death Benefit pursuant to Government Code Section 21548, for Miscellaneous employees only.~~

Classic Safety Members shall contribute twelve percent (12%) to CalPERS. The employee member contribution is 9%. An additional cost sharing pension contribution of three percent (3%) shall initially be implemented outside of a CalPERS contract amendment as authorized by Government Code Section 20516(f).

1. Should the statutory minimum employee member contribution rates for the above retirement plans be increased through State legislative or CalPERS administrative action during the term of this Agreement, either party may request to reopen this section to negotiate possible changes to the employee contribution rates specified in this MOU. Unless required by law, the employee contribution rates specified above will not change during the term of this MOU without mutual agreement of the parties.

C. Internal Revenue Code Section 457 Deferred Compensation Plans

1. The County will continue to make IRC section 457 deferred compensation plans (IRC 457 Plans) available to represented employees, subject to the terms and conditions of plan sponsors which, in some cases, may require minimum employee contributions. Employee participation in such plans is voluntary.

a. Except for the matching contributions provided below, the County shall not make contributions on behalf of represented employees. Effective the first full pay period following Board of Supervisors adoption of this MOU~~.~~, the County will match employee contributions to a county-offered IRC 457 Plan as follows:

i. For employees with up to seven (7) years of county service, $~~20~~30.00 per month. To qualify for matching contributions, employees must contribute an amount equal to or greater than the plan minimum contribution.

ii. For employees with seven (7) to fifteen (15) years of county service up to $~~30~~40.00 per month. To qualify for matching contributions, employees must contribute an amount equal to or greater than the plan minimum contribution.

iii. For employees with more than fifteen (15) years of county service up to $~~40~~50.00 per month. To qualify for matching contributions, employees must contribute an amount equal to or greater than the plan minimum contribution.

b. Specific information regarding each of the available IRC 457 Plans may be obtained from the Human Resources Department.

ARTICLE X
MISCELLANEOUS

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A. Personal Protective Equipment.

1. Employees may be required to wear personal protective equipment, including but not limited to prescription safety eyeglasses, which will be provided by the County at no cost to employees. If a Department Head determines that employees are required to wear boots or safety footwear, the County will, on a rolling twenty-four (24) month basis, reimburse the employee for the cost of such boots or safety footwear. Such reimbursements shall not exceed $300 for each rolling twenty-four (24) month period and are subject to the County's claims procedures.

B. Required Licenses.

1. Employees are responsible for meeting the requirements and for paying any fees involved in obtaining necessary licenses, certificates, permits, and registrations. However, where such licenses, certificates, permits, and registrations are required in order for the employee to maintain his/her current position, reimbursement may be sought from his/her employer upon proof of successful completion of tests or other requirements. Department heads are responsible for informing their employees that their duties require them to obtain such licenses, etc., and for seeing that their employees obtain the licenses. Department heads should make available relevant information regarding applications, fees, and qualifications for licenses required by positions within their department.

C. Sheriff's Lieutenants – Assistant Sheriff

1. Uniform Allowance

a. Sheriff's Lieutenants and the Assistant Sheriff shall receive a monthly uniform allowance of $55.00.

2. Post Incentive Compensation

a. The Safety employees assigned to the bargaining unit shall receive POST incentive pay as follows:

- POST Intermediate Certificate, two and one-half percent (2.5%);
- POST Advanced Certificate, two and one-half percent (2.5%); and,
- Post Management Certificate, two and one-half percent (2.5%).

These incentives are based on the employee's base rate of pay but do not include any other compensation. POST incentive pays may accumulate, with no employee receiving more than seven and one-half percent (7.5%).

3. Educational Incentive Pay

a. Sheriff's Lieutenants and the Assistant Sheriff shall be eligible to receive Educational Incentive Pay equal to ~~two and one half~~two- and one-half percent (2.5%) for possession of an Associate's Degree or five percent (5.0%) for possession of a Bachelor's Degree (BA/BS). Such compensation shall be based on the employee's base rate of pay, subject to the following conditions:

i. Employees possessing multiple degrees are ineligible for compensation in excess of Educational Incentive Pay as outlined above.

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ii. Educational Degrees do not have to be directly job-related. However, in order to qualify for Educational Incentive Pay, employees must receive prior written approval from the Sheriff indicating the degree benefits the Sheriff's Office and County.

iii. Employees must provide certified documentation from an accredited college substantiating the college degree.

iv. The Sheriff's written approval and college certification must be submitted to the Human Resources Department prior to implementation of the Educational Incentive Pay. The effective date of the incentive pay shall be the first of the month in which all required documentation is provided to the Human Resources Department. Incentive pay shall not be paid retroactively.

v. Newly promoted individuals who were receiving Educational Incentive Pay at the Bachelors' Degree level at the time of their promotion, will be considered to have complied with this requirement.

vi. Employees required to have, or to attain, a Bachelors Degree as a condition of their employment shall not qualify for the Educational Incentive Pay.

vii. Employees allowed to have the equivalent of a degree, instead of the actual degree, as a condition of their employment shall not qualify for the Educational Incentive Pay.

D. Layoffs.

1. Layoffs in ~~Merit and~~ non-general fund Departments shall be contained within those Departments with no right for laid off employees to bump outside the Departments.

E. Purging o~~O~~f Personnel Records Information

1. Employees shall be allowed access to their own Personnel Records for the purpose of inspecting the contents at reasonable times and intervals, and at no loss of compensation for that employee's time in doing so. Employees desiring to review such records shall make such request in writing at least twenty-four (24) hours in advance to their Appointing Authority or the Human Resources Department as appropriate

2. Under certain circumstances, disciplinary documentation, written reprimands and negative information not amounting to discipline, and not concerning allegations of unlawful discrimination or harassment, can be removed and purged from personnel records subject to the following criteria:

    a. Negative information not amounting to discipline, i.e. memorandums of direction, counseling, coaching, etc., shall be removed if, as determined by the employees Appointing Authority, in consultation with the Human Resources Director, the performance issue or misconduct that is the subject of the negative information has been satisfactorily addressed and there is no mention of the issue in the employee's next succeeding performance evaluation falling at least one year from the negative information.

    b. Disciplinary documentation and written reprimands shall be subject to the following provisions:

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1) Written reprimands with no other discipline may be removed and purged after five (5) years if no similar infractions have occurred.

2) Written reprimands with a suspension of any length will remain in the employee's personnel file to never be removed.

3) Demotions for disciplinary reasons will remain in the employee's personnel file to never be removed.

4) Terminations will remain in the employee's personnel file to never be removed.

c. Performance reviews are not subject to removal from an employee's personnel file.

3. Employees wanting to remove and purge certain personnel record information in accordance with this section shall make a request to have the document removed through their Department Head who will submit the request with a recommendation to the Human Resources Director for approval.

4. The provisions of this section only apply to the extent permitted by law.

ARTICLE XI
~~CHAPTER 45~~Personnel Rules

Upon implementation of this Agreement, any terms and conditions of employment not specifically discussed herein shall be governed by the provisions of Colusa County ~~Code, Chapter 45~~Personnel Rules. ~~It is the Board's intent to amend Chapter 45 consistent with discussions with the Units as reflected in Appendix D, and all rights set forth therein are part of this Agreement as though fully set forth.~~

ARTICLE XII
FULL UNDERSTANDING

This Agreement constitutes the full understanding of the parties with respect to the matters set forth herein. The parties further agree that any amendment to this Agreement during the term of the Agreement must be reduced to writing and may be done only by mutual consent of the parties.

ARTICLE XIII
SAVINGS CLAUSE

If any provision of this Agreement should be held invalid by operation of law or by tribunal of competent jurisdiction, or if compliance with or enforcement of such provision shall be restrained by such tribunal, the remainder of the Agreement shall remain in full force and effect.

ARTICLE XIV
TERM

This Agreement shall remain in full force and effect from October 1, ~~2019~~ 2023 through and including September 30, ~~2023~~2025~~, provided that the County and/or the CCMC shall have the~~

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~~right to reopen negotiations during the month of March in each year of this Agreement regarding Chapter 45 issues~~.

Dated: _____
Colusa County Management Coalition

_____
~~Dave Salm~~Mike Bradwell
President

Dated: _____

_____
John Coburn
Chief Negotiator

Dated: _____
County of Colusa

_____
~~Denise Carter~~Kent Boes
Chairman of the Board of Supervisors

Dated: _____

_____
Patrick Clark
Chief Negotiator

ATTEST: WENDY TYLER
Clerk to the Board of Supervisors

By: _____
Deputy

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APPENDIX A
EQUITY ADJUSTMENTS
MANAGEMENT UNIT

Equity Adjustments: The Parties agree that the following classifications will receive equity increases in the form of salary range adjustments in accordance with the following schedule.

Effective

Classification	Budgeted Positions	Current Range	New Range	Approximate Monthly Increase Percentage
Lieutenant	3	MGS07	MGS10	7.50%
Assistant Sheriff	1	MGS18	MGS20	5.00%

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~~APPENDIX B~~
~~CHANGES TO CHAPTER 45~~

~~45-8.5 To accumulate and use sick leave with pay.~~

~~The County agrees to amend Chapter 45 of the Colusa County Code to read:~~

~~45.8.5.6.2 The value of the employee's accumulated sick leave will be paid in one lump sum within thirty-one (31) days of termination of the employment relationship.~~

~~vacation~~

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MEMORANDUM OF UNDERSTANDING

Between

THE COUNTY OF COLUSA

And

THE COLUSA COUNTY MANAGEMENT COALITION
(Safety Unit)

TERM
October 1, 2023 – September 30, 2025

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PREAMBLE

This Memorandum of Understanding ("MOU" or "Agreement") is entered into by and between the County of Colusa ("County") and the Colusa County Management Coalition ("CCMC" or "Coalition") and sets forth the wages, benefits, hours of work, and other terms and conditions of employment for County employees assigned to the Management Unit.

ARTICLE I
RECOGNITION

Pursuant to Government Code Section 3500, et seq. and applicable provisions of Colusa County Personnel Rules, the County recognizes the CCMC as the exclusive representative for all County employees assigned to the Management Bargaining Unit.

ARTICLE II
CCMC RIGHTS

A. CCMC Rights

CCMC may use County conference rooms and similar building facilities for meetings with employees in the bargaining unit; may post material on bulletin boards; and may visit work locations to confer with members regarding grievances or other business within the scope of representation or otherwise provided for within this Agreement.

B. Dues Deductions

1. The County shall deduct CCMC membership dues and any other agreed-upon payroll deductions to the extent permitted by law from the monthly pay of each bargaining unit employee in accordance with the procedures set forth herein.

    a. Dues paying bargaining unit employees who have affirmatively consented to or authorized dues deductions shall be entitled to have dues deducted upon signing and filing with the CCMC an authorization form provided by the Association. The CCMC will notify the County of the employee's name and amount of dues to be withheld. The dues deduction form currently in use may continue to be utilized by the CCMC.

    b. The County agrees to direct each bargaining unit employee to the CCMC in response to any questions or concerns about dues or any other mutually agreed payroll deduction.

    c. The CCMC is responsible for providing the County with timely information about changes to employee dues and any other lawful CCMC-related payroll deductions.

    d. Dues withheld by the County shall be transmitted monthly to the CCMC officer designated in writing by the Association as the person authorized to receive the funds at the address specified.

    e. A bargaining unit employee's earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the authorized CCMC dues deductions. If a bargaining unit employee is in a non-pay status during only part of the pay

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period and the salary is not sufficient to cover the full withholding, no deduction shall be made.

f. The CCMC shall refund ~~to~~ the County any amounts received in error upon presentation of supporting evidence from the County. The County will deduct and remit to the CCMC any amounts which were not deducted in accordance with the procedures prescribed herein.

2. The County shall make payroll deductions in reliance on the CCMC's certification that the Association has and will maintain an authorization signed by each employee who affirmatively consents to pay the CCMC membership dues. Similarly, the County shall only cancel or modify membership dues or any other mutually agreed payroll deduction for any bargaining unit employee in reliance on information provided by the CCMC to the extent permitted by law.

3. The County shall not request that the CCMC provide a copy of any bargaining unit employee's authorization unless a dispute arises about the existence or terms of the authorization.

4. The CCMC shall indemnify, defend, protect and hold harmless the County and its elected and appointed officials, officers, employees, and agents from and against any and all claims, liabilities, losses, damages, fines, penalties, demands, suits, actions, causes of action, judgments, costs and expenses arising from the application of this section, including, but not limited to, any claims made by bargaining unit employees for the return of membership dues deducted by the County in reliance on the CCMC's certification, and any claims made by any bargaining unit employees for any deduction cancellation or modification the County made in reliance on the information provided by the CCMC.

C. Public Employee Communication

This provision applies to all new employees hired into the CCMC bargaining unit positions and is intended to comply with Government Code sections 3555 et. Seq.

a. The County will provide the CCMC with not less than ten (10) calendar days' advance written notice of the time, date and location of all new employee orientation meetings, unless an urgent and unforeseeable need for a new employee orientation meeting precludes the County from providing the CCMC with ten (10) calendar days' advance notice. The advance notice will include the number of CCMC bargaining unit employees attending the orientation meetings. Notice will be made by way of email to the CCMC President or another contact person designated by the CCMC.

b. Upon request, the CCMC will be given up to fifteen (15) minutes as part of the new employee orientation meetings to present information to bargaining unit employees generally relating to the CCMC's role as the bargaining unit's representative, CCMC membership information, the rights and obligations created by the MOU and County personnel rules, and to answer questions. One (1) CCMC representative may present information to new employees. County representatives shall excuse themselves and not be present during the CCMC's portion of the new employee orientation meetings.

c. The CCMC representative who presents information at the new employee orientation meetings may do so while on duty without the loss of compensation, provided the CCMC advises the Human Resources Director of the names of the

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employees who will be presenting information on behalf of the CCMC at the new employee orientation meetings.

d. The County shall not disclose the date/time/place of the new employee orientation to anyone other than the new employees and their departments, the CCMC, and any vendors who are contracted to provide a service at the new employee orientation.

2. Information Requirements –The County will provide the CCMC with a digital file via email to the email address designated by the CCMC containing the following information for each employee to the extent the County has the information on file:

- Name
- Job title
- Work location
- Personal telephone number (may be home or cellular as provided by employee)
- Home address
- Personal email addresses if provided by the employee and on file with the County (new hires only) unless the employee submits a written request to the County and CCMC to withhold disclosure of his/her personal email address

The above information will be provided as follows:

- For new hires, at the end of each month.
- Regularly for all bargaining unit employees every one hundred twenty (120) calendar days.

ARTICLE III
MANAGEMENT RIGHTS

Except as specifically limited by the terms of this Agreement, the County, through its Board of Supervisors, shall have all management rights provided by the United States Constitution, the California State Constitution, California State Law, and Colusa County Code, and the Colusa County Personnel Rules.

ARTICLE IV
GENERAL PROVISIONS

A. Strikes and Lockouts

1. The CCMC agrees that during the term of this Agreement, neither it nor its officers, agents or members will engage in, encourage, sanction, support or suggest any strikes, work stoppages, slowdowns, or any other similar actions which would involve suspension of, or interference with, the normal work of the County.

2. The County will not lockout employees during the term of this Agreement.

B. No Reprisals

1. The County shall not interfere with or discriminate against any employee by reason of his or her membership in the CCMC or activity approved by this Agreement, nor will the County discourage membership in the CCMC or encourage membership in any other employee organization.

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2. The CCMC recognizes its responsibility as the exclusive representative and agrees to represent all employees without discrimination, interference, restraint or coercion.

C. Role in the County

1. CCMC members are expected to support the Board and their Department Head's decisions and to model support for those decisions in their communications with their subordinate employees.

ARTICLE V
SALARIES

A. Salaries

1. Effective December 1, 2023, the wages of all represented classifications shall be increased by two and one-half percent (2.5%) cost of living adjustment.

2. Effective the first full pay period following October 1, 2024, the wages of all represented classifications shall be increased by two percent (2.0%) cost of living adjustment.

B. Bilingual Pay

1. Bilingual Pay of $80.00 per month shall be paid to those qualified employees in positions where the County receives a benefit from the employee's ability in the second language. The determination of County benefit shall be based on the Department Head's recommendation and approval of the Human Resources Director, provided that such approval shall not be unreasonably withheld. Qualification shall be based on passing an approved language proficiency test modeled on the CHP proficiency test ("Test") and demonstrated proficiency in speaking, understanding, writing and reading the language; with more weight given to speaking, understanding, and reading (than traditionally was given to writing). Employees receiving more than $80.00 per month bilingual pay at the execution of this Agreement shall continue earning their higher amount.

C. Management Incentive Pay

1. Each represented employee hired before January 1, 2013 shall receive additional compensation entitled, Management Incentive Pay of $310.00 per month.

2. Employees who are hired or promoted into or who leave a position included in this bargaining unit shall have this benefit pro-rated according to the period of time they were actually assigned to this bargaining unit.

3. Management Incentive Pay, which recognizes the unique nature of management positions, is Special Compensation as that term is defined in Section 571 of the California Code of Regulations (CCR). As such, Management Incentive Pay will be reported to CalPERS. If, during the life of this Agreement, Section 571 CCR is modified in such a manner that Management Incentive Pay is no longer treated as Special Compensation by CalPERS, the Coalition may request to Meet and Confer regarding the restructuring of this benefit.

4. Employees hired after December 31, 2012 shall not be eligible to receive Management Incentive Pay.

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D. Temporary Promotion

1. When a position becomes vacant and there is a need to fill the vacant position pending recruitment for a permanent appointment, the appointing authority may request the Human Resources Director to authorize a temporary promotion of a regular full or part-time employee from a, lower level job class that is directly related to the vacant position.
   For purposes of this section, "vacant position" does not refer to a position that is temporarily available due to an employee's leave of absence.
2. The temporarily promoted employee shall meet the minimum qualifications for the higher-level job class as determined by the Human Resources Director. Employees serving a temporary promotion may apply for regular promotion to fill the permanent vacancy.
3. Temporary promotions provided under this section are intended to comply with CA Government Code Section 20480 and described in CalPERS Circular Letter 200-021-18. Incumbents must be relieved of all duties of their former position in a temporary promotion. Temporary promotions must not exceed 960 hours in each fiscal year. The additional compensation paid to employees serving in a temporary promotion will be reported to CalPERS as temporary upgrade pay.
4. Any regular employee who is temporarily promoted under this section, will receive an increase in pay beginning with the first day of the temporary promotion. Increases in pay related to temporary promotion are calculated in the same manner as a regular promotion in accordance with Colusa County Personnel Rules.
5. Upon termination of a temporary promotion, the temporarily promoted employee shall be restored to their prior permanent position as if the employee had never left, pursuant to Colusa County Personnel Rules. Employees who are temporarily promoted pursuant to this section and are also eligible for a merit increase in their permanent job classification shall be eligible for the merit increase while serving in the temporary promotion and their temporary promotional pay shall be adjusted to reflect the merit increase, if granted.
6. In the event a temporarily promoted employee receives a regular promotion to the vacant position without any lapse in time between the temporary promotion and the regular promotion, the employee's time from the first day of temporary promotion shall count as service in the higher-level position for purposes of merit advancement in the higher salary range.

ARTICLE VI
HOLIDAYS

A. Paid Holidays

1. Employees covered by this Agreement are entitled to the paid holidays specified in the Colusa County Personnel Rules, which shall be considered to fall on the day-of-the-week designated as the day of celebration by the Board.

B. Floating Holiday

1. Employees covered by this Agreement each fiscal year as a Unit may negotiate as a floating holiday one day not identified as a holiday in the Personnel Rules.

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ARTICLE VII
LEAVES

A. Vacation

Employees covered by this Agreement are entitled to Vacation Leave with pay as provided in section 1.108.2(a) et seq. of the Colusa County Personnel Rules. (NOTE: the following language in this section Article VII, A, 1-12 will be removed upon incorporation into the Personnel Rules).

1) The County vacation leave with pay plan functions under an accrual and usage plan (the plan). Under the plan, vacation will be earned and credited on a monthly-basis;

2) Employees are encouraged and expected to use all vacation in the year in which credited;

3) Vacation shall be used in no less than fifteen-minute increments;
   a) Only accrued leave can be used. If there is no leave on the books, it cannot be used.

4) Vacation must be scheduled in advance, subject to pre-approval by the employee's supervisor;

5) Appointing authorities are charged with actively managing the vacation usage of their employees, to ensure vacation is used in accordance with this section;

6) Vacation shall accrue on an hourly basis, based on an employee's anniversary date. An employee may accumulate a maximum of 1.5 times their annual accrual. An employee who accumulates vacation in excess of the maximum allowable hours will stop accruing vacation until their accumulated vacation hours fall below the maximum allowed.

7) Vacation shall accrue and may be accumulated at the following rates:

Time in Service	Annual Vacation	Monthly Accrual 37.5-hour week	Monthly Accrual 40-hour week	Maximum Accumulation 37.5-hour week	Maximum Accumulation 40-hour week
0 through 3 yrs.	0 – 10 days	6.25 hours	6.666 hours	112.50 hours	120.00 hours
4 through 7 yrs.	15 days	9.375 hours	10.000 hours	168.75 hours	180.00 hours
8 through 11 yrs.	20 days	12.500 hours	13.333 hours	225.00 hours	240.00 hours
12+ yrs.	25 days	15.625 hours	16.666 hours	281.25 hours	300.00 hours

8) Vacation hours accumulated by an employee before January 1, 2009, will be carried forward in a separate employee vacation account, which may be referenced as the "pre-2009 vacation account," subject to the following:

   a) Effective January 1, 2014, the value of each vacation hour included in an employee's pre-2009 vacation account will be calculated at the employee's current hourly rate of pay and will be frozen at that amount.

   b) If, subsequent to January 1, 2014, an employee takes vacation-time off using vacation hours credited to the pre-2009 vacation account, they will be granted vacation time off on an hour-for-hour basis, without regard for their current rate of pay.

9) Legal holidays occurring during vacation leave will not be charged as vacation leave but as a holiday;

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10) Part-time employees shall accrue and may accumulate vacation leave on a prorata basis equal to their prorated service time and their prorated hours worked;

11) Upon termination, the employee or their estate will be paid the monetary value of the earned unused vacation in the employee's vacation account.

12) Starting from the first complete pay period after October 1, 2023, all employees will be able to include their previous public service experience for calculating vacation accrual. Verifiable experience is counted in complete years (equivalent to twelve [12] months). Each employee shall be credited for the purpose of accrual, with years of service at other public agencies on a year for year basis. The maximum vacation allowance will correspondingly align with the updated years of service for vacation.

Example: An employee with 12 complete years' experience with another public agency would begin accruing vacation at year 12+ Colusa County accrual rate, with a current maximum accrual of 281.25.

B. Sick Leave

1. Employees covered by this Agreement are entitled to accrue, accumulate and use Sick Leave with pay as provided in section 1.108.2(b) et seq. of the Colusa County Personnel Rules except as follows:

   a. Effective January 1, 2017, each County employee who separates from County service will be compensated for unused sick leave which was accrued and accumulated before December 31, 2009 based on the formula specified in the Colusa County Personnel Rules section 1.108.2(b) et seq. except as follows:

      i. The employee may choose to receive the entire amount owed in cash pursuant to section 1.108.2(b)(6) et seq. or the employee may choose to have the entire amount owed deposited into a county offered IRC 457 Plan subject to the limitations of such Plan

   b. Effective January 1, 2017, each County employee who retires from County service will be compensated for unused sick leave which was accrued and accumulated following December 31, 2009 based on the formula and conditions which follow:

      i. An employee who retires with 15 years of Colusa County service and a minimum combined (old bank plus new bank) sick leave balance of 200 hours at the time of retirement will receive an amount equal to twenty-five percent (25%) of his/her current base hourly salary for all qualified hours.

      ii. An employee who retires with 20 years of Colusa County service and a minimum combined (old bank plus new bank) sick leave balance of 250 hours at the time of retirement will receive an amount equal to fifty percent (50%) of his/her current base hourly salary for all qualified hours.

      iii. An employee who retires with 25 years of Colusa County service and a minimum combined (old bank plus new bank) sick leave balance of 300 hours at the time of retirement will receive an amount equal to seventy-five percent (75%) of his/her current base hourly salary for all qualified hours.

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iv. An employee who retires with 30 years of Colusa County service and a minimum combined (old bank plus new bank) sick leave balance of 350 hours at the time of retirement will receive an amount equal to one hundred percent (100%) of his/her current base hourly salary for all qualified hours.

v. Employees who are compensated for unused sick leave pursuant to paragraphs c.i through c.iv above may have any amount owed deposited into a County offered IRC 457 Deferred Compensation Plan subject to the limitations of such Plan and/or to have any amount owed deposited into the County-sponsored Health Reimbursement Arrangement ("HRA") subject to the limitations of the HRA Plan Document.

1. For the purposes of this benefit only, County employees who are elected to a County office will be compensated as though they had "retired" effective the date they assume the County elected office.

vi. Nothing in this Section will be construed to limit a Safety Member's right to apply unused sick leave toward CalPERS service credit pursuant to Article XI, Section A. 2. b. of this Agreement provided that the exercise of the sick leave service credit option will not result in the pyramiding of sick leave compensation benefits provided pursuant to this Section.

C. Bereavement Leave

1. Bereavement leave will be granted in the case of death in the immediate family of the employee or spouse, pursuant to the Colusa County Personnel Rules 1.108.2(d).

D. Jury Duty or Court Witness

1. Employees who are required to serve on jury duty shall receive full pay, but shall remit to the County any compensation, except reimbursement for parking, meals, mileage or lodging which may be received for such service.

2. An employee who is required to appear as a witness in a court case which involves the County or County business shall receive full pay, but shall remit to the County any witness fees, including fees received as an expert witness, except reimbursement for parking, meals, mileage or lodging which may be received for such service.

E. Education Leave

1. Upon the recommendation of the department head, the Board of Supervisors may grant an employee up to nine (9) months of educational leave without pay. The department head shall consider the following criteria in making recommendation to the Board to grant educational leave: Whether

a. Education or training will increase on-the-job skills; and

b. Education or training will increase the employee's qualifications for promotion; and

c. The employee indicates a desire to make County employment a career; and

d. The employee has demonstrated high motivation for self-improvement; and

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e. The employee has shown indications of superior work performance in present position; and

f. The employee has shown evidence of promotional potential indicating the capacity to perform in a more responsible position; and

g. The employee has shown potential, motivation and suitability for further educational opportunity.

F. Required Continuing Professional Education Leave

1. Professional employees will be provided paid time away from work to complete necessary continuing education needed to maintain their licenses.

G. All Leaves Recognized by Law

1. As stated in the Colusa County Personnel Rules section 1.108.2 employees covered by this Agreement may take any leave recognized by law including but not limited to military leave, medical leave, pregnancy disability leave, paternal leave, leave to care for a family member, domestic violence leave and school activities leave. Information on the requirements for these leaves may be obtained from the Human Resources Department.

H. Time Worked While on Leave

1. Exempt employees on sick or vacation leave are not expected to work, which includes taking phone calls and checking or responding to e-mails. An exempt employee who does work may request a credit be added for actual time worked back into the relevant leave account. Any such request shall include supporting written documentation showing how and why the time was spent.

I. Partial Day Absences

1. In recognition of the extended hours often worked by employees who are exempt from the overtime provisions of the Fair Labor Standards Act ("FLSA") and at the sole discretion of the Appointing Authority (or Assistant in the Appointing Authority's absence), FLSA Exempt employees may be granted partial day absences without charging such absences to an appropriate leave balance subject to the following limitations:

   a. Partial day absences which would otherwise be charged to Sick Leave, including Family-Sick Leave, shall be charged to Sick Leave.

   b. If an employee has been placed on a Performance Improvement Plan or is the subject of a Coaching Memorandum related to attendance issues, partial day absences shall be charged to the appropriate leave balance.

J. Management Leave

1. Employees are entitled to a total of forty (40) hours of Management Leave for each calendar year. This allocation of Management Leave will be added to eligible employees' accounts starting from the first day of the first full pay period in January, and it will not carry over or accumulate from one year to the next. Any unused Management Leave remaining at the end of the calendar year shall be forfeited. Management Leave is not eligible for cash-out.

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2. Newly eligible employees who commence their county employment after the commencement of the first working day of the first full pay period in January will receive a Management Leave allowance that is proportionate to the duration of their employment during their first calendar year.

ARTICLE VIII
HEALTH AND WELFARE

The County provides the health and welfare benefits identified in the Colusa County Personnel Rules to all bargaining unit employees subject to the terms which follow:

A. Medical Insurance

1. Except as provided in Section H, below the County will contract with the Public Employees' Retirement System (CalPERS) for the purpose of providing medical insurance benefits for active employees and eligible retired employees in accordance with the Public Employees Medical and Hospital Care Act ("PEMHCA"). Eligibility of active and retired employees and the dependents of active and retired employees to participate in this program shall be in accordance with regulations promulgated by CalPERS.

2. Pursuant to government code section 22892 (a) the County will contribute the statutory minimum employer contribution (MEC) on behalf of each active employee and each retiree who subscribes for coverage.

3. Except as provided herein, represented employees shall purchase medical insurance through the CalPERS Medical Program.

    a. Represented employees who have alternative medical insurance coverage from another source, which provides "Minimum Essential Coverage" as that term is defined by the agencies responsible for the administration of the Affordable Care Act, may, by providing written proof of such alternative coverage to the County, opt out of the CalPERS Medical Program. Employees who opt out of the CalPERS Medical Program shall be required to provide written confirmation of alternative Minimum Essential Coverage annually thereafter, during the CalPERS open enrollment period. If such confirmation is not provided, the employee shall be required to enroll in the CalPERS Medical Program.

B. Dental Insurance

1. The County will continue to make dental insurance available to active employees and the eligible dependents of active employees through the County sponsored dental plans. Effective January 1, 2021 the County will offer a new Dental HMO option in addition to existing County sponsored dental plan. The County's contributions toward such dental insurance shall be capped at $45.00 per month.

2. Except as provided herein, represented employees shall be required to purchase dental insurance through the County sponsored plan. Represented employees who have dental insurance coverage from another source may, by providing written proof of such alternative coverage to the County, opt out of the dental plan. Employees who opt out of the dental plan shall be required to provide written confirmation of alternative coverage annually thereafter,

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during the dental plan open enrollment period. If such confirmation is not provided, the employee shall be required to enroll in the dental plan.

a. Employees who were hired prior to January 1, 2013 and who opt out of the dental plan pursuant to Section B.2. above, shall be provided a $45.00 per month cash-in-lieu benefit which the employee may deposit into an appropriate account within the County Cafeteria Plan or may be taken as a cash payment that will be applied to the employee's monthly paycheck. Amounts taken as cash will be treated as taxable income.

C. Cafeteria Plan

1. The County provides a Cafeteria Plan available to all represented employees. At a minimum, the County Cafeteria Plan provides non-elective County contributions that may be used to pay all or a portion of the monthly premium for County-sponsored group health insurance, and the pre-tax payments of the employee share of County-sponsored group health insurance premiums. The County Cafeteria Plan also includes a Flexible Spending Account, a Health Reimbursement Account, and a Dependent Care Account into which employees may make pre-tax contributions through the execution of Salary Reduction Agreements. Participation in the County Cafeteria Plan shall be pursuant to the terms, conditions and restrictions of the Plan Administrator and shall be subject to the terms that follow.

2. **Employees Hired Before January 1, 2013**.

   a. Effective with the December 2023 paycheck, the County will make non-elective contributions into the Cafeteria Plan on behalf of each represented employee who is enrolled in the CalPERS medical plan pursuant to Section A.3., sufficient that when combined with the MEC totals the following:

      i. For employees who are enrolled in employee only coverage, the County will contribute a total of $607.75 a month.

      ii. For employees who are enrolled in employee plus one coverage, the County will contribute a total of $1,525.49 a month.

      iii. For employees who are enrolled in family coverage, the County will contribute a total of $2,076.14 a month.

   b. Effective December 1, 2024, and each December 1st thereafter for the term of this agreement, the County will make non-elective contributions into the Cafeteria Plan on behalf of each represented employee who is enrolled in the CalPERS medical plan pursuant to Section A.3., sufficient that when combined with the MEC totals the following:

      i. For employees who are enrolled in employee only coverage, the County will contribute the greater of either a total of $607.75 a month, or a dollar amount sufficient that when combined with the MEC is equivalent to the actual premium, minus $310.00, for employee only coverage based upon CalPERS Gold.

      ii. For employees who are enrolled in employee plus one coverage, the County will contribute the greater of either a total of $1,525.49 a month, or a dollar amount sufficient that when combined with the MEC is equivalent to the actual premium, minus $310.00, for employee plus one coverage based upon CalPERS Gold.

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iii. For employees who are enrolled in family coverage, the County will contribute the greater of either a total of $2,076.14 a month, or a dollar amount sufficient that when combined with the MEC is equivalent to the actual premium, minus $310.00, for family coverage based upon CalPERS Gold.

3. **Employees Hired After December 31, 2012.**

a. Effective with the December 2023 paycheck, the County will make non-elective contributions into the Cafeteria Plan on behalf of each represented employee who is enrolled in the CalPERS medical plan pursuant to Section A.3., sufficient that when combined with the MEC totals the following:

i. For employees who are enrolled in employee only coverage, the County will contribute a total of $917.75 a month.

ii. For employees who are enrolled in employee plus one coverage, the County will contribute a total of $1,835.49 a month.

iii. For employees who are enrolled in family coverage, the County will contribute a total of $2,386.14 a month.

b. Effective December 1, 2024, and each December 1st thereafter for the term of this agreement, the County will make non-elective contributions into the Cafeteria Plan on behalf of each represented employee who is enrolled in the CalPERS medical plan pursuant to Section A.3., sufficient that when combined with the MEC totals the following:

i. For employees who are enrolled in employee only coverage, the County will contribute the greater of either of $917.75 a month or the dollar equivalent of the actual premium for employee only coverage based upon CalPERS Gold.

ii. For employees who are enrolled in employee plus one coverage, the County will contribute the greater of either $1,835.49 a month or the dollar equivalent of the actual premium for employee plus one coverage based upon CalPERS Gold.

iii. For employees who are enrolled in family coverage, the County will contribute the greater of either $2,386.14 a month or the dollar equivalent of the actual premium for family coverage based upon CalPERS Gold.

c. In the event an employee has excess County Cafeteria contributions (before or after AFLAC or Colonial), the dollar equivalent thereof shall be contributed to the employee's Health Reimbursement Account (HRA) to the extent allowable by law.

d. Upon expiration of the MOU, County contributions shall remain at the 2025 contribution rates until such time as an alternative agreement is reached or alternative terms are imposed following the exhaustion of impasse and fact-finding procedures, if applicable.

D. Medical-In-Lieu of Medical Coverage

1. Subject to Section D.2 below, employees who, pursuant to Section A.3.a, above elect not to receive County-sponsored CalPERS health benefits, the County will provide monthly cash In-lieu benefit which the employee may deposit into an appropriate account within the County

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Cafeteria Plan or may be taken as a cash payment that will be applied to the employee's monthly paycheck. Amounts taken as cash will be treated as taxable income.

a. Employees hired prior to January 1, 2013 and who qualify for the above-described cash In-lieu benefit shall receive $435 per month.

b. Employees hired after December 31, 2012 and who qualify for the above-described cash In-lieu benefit shall receive $333 per month as of January 1, 2024 and $400 per month as of January 1, 2025.

2. It is specifically understood that the cash In-lieu benefits provided pursuant to this Agreement are subject to compliance with the Health Care provision requirements detailed in Section I, below.

E. Part Time Employees

1. Part time employees regularly scheduled to work twenty (20) or more, but fewer that thirty (30) hours a week will be eligible for the health, dental, vision and Cafeteria Plan benefits appropriate to their hire-date equal to the pro rata relationship between the hours regularly scheduled to work and full time. Benefits for employees who are regularly scheduled to work more than thirty (30) hours per week will not be prorated.

a. Part time employees regularly scheduled to work twenty (20) hours or more but fewer than thirty (30) hours each week are not required to accept county-sponsored health benefits and are not eligible for cash-in-lieu benefits.

b. Part time employees regularly scheduled to work thirty (30) hours or more each week are subject to the provisions of Section A.3. above and may be eligible for cash-in-lieu benefits if they satisfy the requirements of Section A.3.a.

F. Vision Care and Employee Assistance Plans

1. Vision insurance shall be provided in accordance with the Vision Plan and shall include at a minimum an annual examination and the replacement of lenses and frames every twelve (12) months. The County will contribute one-hundred percent (100%) of the monthly premium for employee-only coverage. Employees may enroll eligible family members at the employee's expense and subject to the rules of the insurance provider.

2. The County shall provide to each represented employee an Employee Assistance Plan that includes up to six (6) visits during each calendar year with a designated Health Care Provider. Such Employee Assistance shall be strictly confidential and the employee need only show proof of employment with Colusa County to receive this benefit.

G. Health Reimbursement Arrangement

1. The County will make an IRS qualified Health Reimbursement Arrangement ("HRA") available for eligible represented employees who retire from the County and enroll in the County-Sponsored Health Plan. Subject to the conditions described below, the County will make monthly contributions into the HRA on behalf of each eligible retiree.

a. For employees hired before January 1, 2013 and who retired prior to the execution of the MOU, the County will continue to contribute $128.26 per month to the retiree's HRA. This

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retiree HRA contribution is separate from and in addition to the PEMHCA Minimum Employer Contribution (MEC).

b. For employees hired before January 1, 2013 and who retire following the execution of this MOU, the County will contribute $128.26 per month, less any future increases to the MEC, to the retiree's HRA, so that the combination of the MEC and the retiree HRA contribution shall not exceed nor be less than $267.26 per month. This retiree HRA contribution is separate from the MEC.

c. Employees hired after January 1, 2013 and who subsequently retire are not eligible for the $128.26 retiree HRA contribution provided herein. Such retirees receive only the MEC.

2. The County will continue to contribute $50 per month into individual IRS qualified Health Reimbursement Arrangement (HRA) accounts for each active employee. This contribution is in addition to any excess cafeteria funds. Employees will be responsible for any administrative fees associated with their HRA account. Upon retirement the remaining balance of an active employee's HRA will be rolled into the employee's retiree HRA.

I. Health Care Compliance

1. It is the intent of the Parties to comply with legislative and regulatory requirements for the provision of health care. If, during the course of this MOU, it is determined that the County is out of compliance with any health care related mandate or mandates, the County will take the steps necessary to comply.

2. Before acting pursuant to paragraph 1 above, the County will notify the CCMC of the issue and the County's intended action. At the request of the CCMC, County representatives will meet with CCMC representatives before acting. If the actions are deemed necessary to comply with the legislative and regulatory health care requirements for the provision of health care, the County and the Association will meet and confer regarding such impacts.

ARTICLE IX
RETIREMENT

A. Retirement Plans

CalPERS Retirement

The County's contract with CalPERS provides the following retirement benefits. CalPERS determines an employee's member level as classic or new.

1. Tier 1 – Retirement benefits for classic members hired on or prior to December 31, 2012 shall receive the following CalPERS benefits.

   a) Safety

   - CalPERS 3% @ 50 retirement formula
   - Single highest year compensation
     Employee shall pay the nine percent (9%) member contribution, plus an additional three percent (3%) of the employer's contribution, for a total of twelve percent (12%).

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2. Tier 2 – New members, as defined by CalPERS, hired on or after January 1, 2013 through September 30, 2016, shall receive the following CalPERS benefits.

   a) Safety

   - 2.7% @ 57 retirement formula
   - Three-year average of final compensation
   - Employee shall pay 50% of the normal cost as determined by CalPERS

3. Tier 3 – New members, as defined by CalPERS, hired on or after October 1, 2016, shall receive the following CalPERS benefits.

   a) Safety

   - 2.5% @ 57 retirement formula
   - Three-year average of final compensation
   - Employee shall pay 50% of the normal cost as determined by CalPERS

Member's contribution toward retirement costs are paid subject to the provisions of section 414(h)(2) of the Internal Revenue Code.

B. Optional Benefits

a. To the extent allowable by CalPERS, the County will continue to provide the optional retirement enhancement, Military Service Credit as Public Service for Safety employees pursuant to Government Code Section 21024.

Classic Safety Members shall contribute twelve percent (12%) to CalPERS. The employee member contribution is 9%. An additional cost sharing pension contribution of three percent (3%) shall initially be implemented outside of a CalPERS contract amendment as authorized by Government Code Section 20516(f).

1. Should the statutory minimum employee member contribution rates for the above retirement plans be increased through State legislative or CalPERS administrative action during the term of this Agreement, either party may request to reopen this section to negotiate possible changes to the employee contribution rates specified in this MOU. Unless required by law, the employee contribution rates specified above will not change during the term of this MOU without mutual agreement of the parties.

C. Internal Revenue Code Section 457 Deferred Compensation Plans

1. The County will continue to make IRC section 457 deferred compensation plans (IRC 457 Plans) available to represented employees, subject to the terms and conditions of plan sponsors which, in some cases, may require minimum employee contributions. Employee participation in such plans is voluntary.

   a. Except for the matching contributions provided below, the County shall not make contributions on behalf of represented employees. Effective the first full pay period following Board of Supervisors adoption of this MOU, the County will match employee contributions to a county-offered IRC 457 Plan as follows:

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i. For employees with up to seven (7) years of county service, $30.00 per month. To qualify for matching contributions, employees must contribute an amount equal to or greater than the plan minimum contribution.

ii. For employees with seven (7) to fifteen (15) years of county service, up to $40.00 per month. To qualify for matching contributions, employees must contribute an amount equal to or greater than the plan minimum contribution.

iii. For employees with more than fifteen (15) years of county service, up to $50.00 per month. To qualify for matching contributions, employees must contribute an amount equal to or greater than the plan minimum contribution.

b. Specific information regarding each of the available IRC 457 Plans may be obtained from the Human Resources Department.

ARTICLE X
MISCELLANEOUS

A. Personal Protective Equipment.

1. Employees may be required to wear personal protective equipment, including but not limited to prescription safety eyeglasses, which will be provided by the County at no cost to employees. If a Department Head determines that employees are required to wear boots or safety footwear, the County will, on a rolling twenty-four (24) month basis, reimburse the employee for the cost of such boots or safety footwear. Such reimbursements shall not exceed $300 for each rolling twenty-four (24) month period and are subject to the County's claims procedures.

B. Required Licenses.

1. Employees are responsible for meeting the requirements and for paying any fees involved in obtaining necessary licenses, certificates, permits, and registrations. However, where such licenses, certificates, permits, and registrations are required in order for the employee to maintain his/her current position, reimbursement may be sought from his/her employer upon proof of successful completion of tests or other requirements. Department heads are responsible for informing their employees that their duties require them to obtain such licenses, etc., and for seeing that their employees obtain the licenses. Department heads should make available relevant information regarding applications, fees, and qualifications for licenses required by positions within their department.

C. Sheriff's Lieutenants – Assistant Sheriff

1. Uniform Allowance

a. Sheriff's Lieutenants and the Assistant Sheriff shall receive a monthly uniform allowance of $55.00.

2. Post Incentive Compensation

b. The Safety employees assigned to the bargaining unit shall receive POST incentive pay as follows:

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- POST Intermediate Certificate, two and one-half percent (2.5%);
- POST Advanced Certificate, two and one-half percent (2.5%); and,
- Post Management Certificate, two and one-half percent (2.5%).

These incentives are based on the employee's base rate of pay but do not include any other compensation. POST incentive pays may accumulate, with no employee receiving more than seven and one-half percent (7.5%).

3. Educational Incentive Pay

a. Sheriff's Lieutenants and the Assistant Sheriff shall be eligible to receive Educational Incentive Pay equal to two and one-half percent (2.5%) for possession of an Associate's Degree or five percent (5.0%) for possession of a Bachelor's Degree (BA/BS). Such compensation shall be based on the employee's base rate of pay, subject to the following conditions:

i. Employees possessing multiple degrees are ineligible for compensation in excess of Educational Incentive Pay as outlined above.

ii. Educational Degrees do not have to be directly job-related. However, in order to qualify for Educational Incentive Pay, employees must receive prior written approval from the Sheriff indicating the degree benefits the Sheriff's Office and County.

iii. Employees must provide certified documentation from an accredited college substantiating the college degree.

iv. The Sheriff's written approval and college certification must be submitted to the Human Resources Department prior to implementation of the Educational Incentive Pay. The effective date of the incentive pay shall be the first of the month in which all required documentation is provided to the Human Resources Department. Incentive pay shall not be paid retroactively.

v. Newly promoted individuals who were receiving Educational Incentive Pay at the Bachelors' Degree level at the time of their promotion, will be considered to have complied with this requirement.

vi. Employees required to have, or to attain, a Bachelors Degree as a condition of their employment shall not qualify for the Educational Incentive Pay.

vii. Employees allowed to have the equivalent of a degree, instead of the actual degree, as a condition of their employment shall not qualify for the Educational Incentive Pay.

D. Layoffs.

1. Layoffs in non-general fund Departments shall be contained within those Departments with no right for laid off employees to bump outside the Departments.

E. Purging of Personnel Records Information

1. Employees shall be allowed access to their own Personnel Records for the purpose of inspecting the contents at reasonable times and intervals, and at no loss of compensation for

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that employee's time in doing so. Employees desiring to review such records shall make such request in writing at least twenty-four (24) hours in advance to their Appointing Authority or the Human Resources Department as appropriate

2. Under certain circumstances, disciplinary documentation, written reprimands and negative information not amounting to discipline, and not concerning allegations of unlawful discrimination or harassment, can be removed and purged from personnel records subject to the following criteria:

    a. Negative information not amounting to discipline, i.e. memorandums of direction, counseling, coaching, etc., shall be removed if, as determined by the employees Appointing Authority, in consultation with the Human Resources Director, the performance issue or misconduct that is the subject of the negative information has been satisfactorily addressed and there is no mention of the issue in the employee's next succeeding performance evaluation falling at least one year from the negative information.

    b. Disciplinary documentation and written reprimands shall be subject to the following provisions:

        1) Written reprimands with no other discipline may be removed and purged after five (5) years if no similar infractions have occurred.

        2) Written reprimands with a suspension of any length will remain in the employee's personnel file to never be removed.

        3) Demotions for disciplinary reasons will remain in the employee's personnel file to never be removed.

        4) Terminations will remain in the employee's personnel file to never be removed.

    c. Performance reviews are not subject to removal from an employee's personnel file.

3. Employees wanting to remove and purge certain personnel record information in accordance with this section shall make a request to have the document removed through their Department Head who will submit the request with a recommendation to the Human Resources Director for approval.

4. The provisions of this section only apply to the extent permitted by law.

ARTICLE XI
PERSONNEL RULES

Upon implementation of this Agreement, any terms and conditions of employment not specifically discussed herein shall be governed by the provisions of Colusa County Personnel Rules.

ARTICLE XII
FULL UNDERSTANDING

This Agreement constitutes the full understanding of the parties with respect to the matters set forth herein. The parties further agree that any amendment to this Agreement during the term of the Agreement must be reduced to writing and may be done only by mutual consent of the parties.

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ARTICLE XIII
SAVINGS CLAUSE

If any provision of this Agreement should be held invalid by operation of law or by tribunal of competent jurisdiction, or if compliance with or enforcement of such provision shall be restrained by such tribunal, the remainder of the Agreement shall remain in full force and effect.

ARTICLE XIV
TERM

This Agreement shall remain in full force and effect from October 1, 2023 through and including September 30, 2025.

Dated: _____
Colusa County Management Coalition

_____
Mike Bradwell
President

Dated: _____

_____
John Coburn
Chief Negotiator

Dated: _____
County of Colusa

_____
Kent Boes
Chairman of the Board of Supervisors

Dated: _____

_____
Patrick Clark
Chief Negotiator

ATTEST: WENDY TYLER
Clerk to the Board of Supervisors

By: _____
Deputy

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COUNTY OF COLUSA, CA 3.2

Request For County Board of Supervisors Action

MEETING DATE: December 19, 2023

DEPARTMENT: Human Resources

FROM: Dar Rhodes

SUBJECT: **Approve job description for Assistant County Administrative Officer (ACAO), set salary at Range MGT44 ($11,025 - $17,639), and allocate one (1) position to the CAO Office effective January 1, 2024.**

Approve job description for Assistant County Administrative Officer (ACAO), set salary at Range MGT44 ($11,025 - $17,639), and allocate one (1) position to the CAO Office effective January 1, 2024.

Detailed Description/Background of request

Since the establishment of the CAO office, over a decade ago, the original duties and requirements of the office have exponentially increased in both complexity and responsibility, as the Board has come to better understand the role. Today, unfortunately, there is simply too much executive level work for one person.

The CAO has taken on an increased level of substantive responsibilities including oversight of buildings and grounds and evaluating appointed Department Heads in addition to: overseeing a State mandate-driven comprehensive organizational structure; being a highly valued, expert source of informed County-specific recommendations, analysis, and forecasts to the Board; establishing verifiable County goals and direction; being County representation to industry, agencies, and citizens outside the county; facilitating growth management; acting as a liaison between Administration and employed and elected officials, departments, and the community; being the comprehensive public access point to reduce requests to individual County employees and officials; and creating a succession plan process for replacing retiring County management.

As a result of the ever-growing duties that have been assigned or simply absorbed by the County's single Administrative Officer, the CAO has been carefully assessing the daily activities requiring a significant amount of her time and concludes the position requires an executive level of support, capable of managing various functions and making executive-level decisions. An ideal candidate would be someone capable of managing some of the CAO divisions which include Purchasing and Procurement, Information Technology, Buildings and Grounds, Clerk of the Board, Risk Management, and Budget.

Additionally, the Board and CAO have recognized that, as a result of the complex and growing body of responsibilities, there needs to be a succession plan in place to ensure continuity and consistency in County operations. While there may be department heads with interest in the

CAO position as a career path option, and to remain in service to the County of Colusa well into the future, the County must nonetheless plan to ensure its continued success.

Redirecting a range of the executive-level work to be performed by an ACAO will enable the CAO to complete projects that require time-dedication such as the Capital Facilities Plan, establishing a County legislative platform, a multi-year budget, reviewing and recommending updates to policies and procedures, assisting the Board with strategic planning for the future of the organization, and any other items the Board desires. While the CAO could certainly utilize a full-time Central Services Director, an ACAO is far better suited, and has been recommended, to successfully provide the level of support necessary to offer bona fide professional relief for the CAO.

In a recent Classification and Compensation Assessment, (not to be confused with a complete classification and compensation study) performed by *Catacutan Consulting*, the Consultant recommended the County create an Assistant County Administrative Officer classification to manage the twenty (20) staff members in the department's various divisions requiring more oversight, to enable the CAO to focus on higher-level work, to serve as second in command, and to meet the Board of Supervisor's long-standing charge for the CAO to establish viable succession planning. The Consultant specifically noted that six (6) of the nine (9) comparator counties Colusa County benchmarks itself with have established Assistant CAO positions and reported that several department heads indicated the CAO needs more staff support, preferably executive support in the way of an Assistant CAO.

The Assistant County Administrative Officer (ACAO) would be an executive management position reporting directly to the County Administrative Officer (CAO) and would be positioned to assist in all areas of governmental administration including policy, plans, procedures, organizational and operational matters, financial matters, human resources and legislative matters, and the County's budget; as well as oversight of risk management, information technology, purchasing, custodial, and maintenance. The ACAO may also assume interim executive management of CAO Departments, as needed or assigned. The CAO would be the appointing authority for the ACAO.

As to employee unit determination, this position will become part of the Non-Represented Unit. As a stand-alone classification directly supporting the CAO, this position, which will have a salary range of MGT44 ($11,025 - $17,639), will have no compaction issues.

Staff recommends approval of this request.

Prior Board Action

None.

Fiscal Impact/Funding Source

For this fiscal year the CAO's Office has approximately $113,134 in current salary savings: $26,820 salary only or $56,567 total for the Purchasing Coordinator (6 months) and $26,820 salary only or $56,567 total for the Board Clerk Vacancy (6 months; Sept - Feb).

Additionally, the CAO Office has approximately $225,996 in salary savings for positions that are not funded in this current fiscal year that have been considered for remaining unfilled: $26,820 salary only or $56,567 total for the Purchasing Coordinator position (6 mo.); $45,084 salary only or $81,141 total for a Buildings & Grounds Worker I position; and $65,400 salary only or $112,832 total for an IT Technician.

Action for the Clerk
None.

ATTACHMENTS:

- Assistant County Administrative Officer 12192023 (PDF)

COUNTY OF COLUSA

Established: 01/01/2024
Salary Range: MGT44
FLSA: Exempt

ASSISTANT COUNTY ADMINISTRATIVE OFFICER

DEFINITION

Under general direction of the County Administrative Officer, the Assistant County Administrative Officer serves as executive support to the County Administrative Officer. This is an executive management class reporting directly to the County Administrative Officer (CAO), as the Appointing Authority for the Assistant County Administrative Officer (ACAO).

The position serves as the direct representative of the County Administrative Officer on a broad range of administrative matters affecting all county departments; assists the CAO in the overall operation of the County by managing, directing, and coordinating various County programs and issues; assists in all areas of governmental administration including policy, plans, procedures, organizational and operational matters, financial and legislative matters, and budget. The ACAO may also assume interim executive management of Departments, as needed.

Incumbent is required to file annually an Economic Interest Statement as required by law.

SUPERVISION RECEIVED AND EXERCISED

Receives direction from the County Administrative Officer.

Exercises direct supervision over assigned staff.

EXAMPLES OF RESPONSIBILITIES*

Important responsibilities and duties may include, but are not limited to, the following:

Oversee functions and divisions of the CAO's Office, as assigned. Examples of job duties may include:

Acts as the Assistant County Purchasing Agent and directly manages the personnel assigned to that function.

Acts as the primary executive support for the County Risk Manager, and manages the personnel assigned to that function.

Analyzes data, interprets policies, procedures, and regulations, develops persuasive conclusions, and prepares reports.

Assists in the preparation and monitoring of the County budget, including review, analysis and monitoring of requests and proposed organizational changes from operating departments for performance, efficiency and economy.

Attachment: Assistant County Administrative Officer 12192023 (9515 : Approve Assistant County Administrative Officer Allocation)

Assists in all areas of governmental administration including policy, plans, procedures, organizational and operational matters, financial matters, human resources and legislative matters.

Enforces ordinances, orders and regulations as directed by the CAO.

Counsels department heads in the coordination of operations, allocation of resources and their solutions of administrative problems.

Organizes, directs, and coordinates staff activities of the County Administrative Office as well as trains, evaluates, and supervises assigned staff.

Directs and evaluates the job performance of subordinates taking corrective measures, including formal discipline, where appropriate.

Coordinates with the County's Human Resources Department.

Exercises administrative support and oversees the County's Central Services Departments.

Works collaboratively with the CAO Budget Analyst to support continuous budgetary control.

Attends, participates in, and provides any necessary support for all Board meetings.

Provides support for Board committees and attends committee meetings, as may be directed by the CAO.

Represents the CAO and the County in its intergovernmental relationships, as assigned.

Attends and represents the CAO and the County at community meetings and the meetings of various organizations, as assigned.

Collaborates in making recommendations regarding the development of a long-term financial plan.

Assists in maintaining the County's Policy and Procedures Manual and, where applicable, administers and enforces the policies. Recommends additions, deletions and/or modifications, as appropriate for the orderly conduct of County business.

Assists in continuously evaluating and researching the administrative practices and the organizational structure of the County, making recommendations to improve the delivery of services, increase efficiencies and/or reduce costs as appropriate.

Provides input and support to the CAO regarding the evaluation of department head performance in those areas for which the ACAO is responsible, when assigned.

Prepares and submits reports as required by County policy, as directed by the CAO.

Attachment: Assistant County Administrative Officer 12192023 (9515 : Approve Assistant County Administrative Officer Allocation)

Acts for the County Administrative Officer in their absence and may also assume interim executive management of Departments, as needed or assigned.

Performs other duties as assigned by the CAO.

EMPLOYMENT STANDARDS*

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Knowledge of:

Organizational and management practices as applied to analysis and evaluation of County programs, policies, organizational structure and operational needs.

The function, authority, responsibilities and limitations of an elected Board of Supervisors, as well as the functions and organization of local government in California.

Principles and practices of governmental fiscal and budgetary management.

Research methodologies applicable to the analysis of finances, programs, and policies.

Current and potential revenue sources and financing techniques that may be utilized by County government as well as State legislative process as it relates to local government.

Ability to:

Learn the function, authority, responsibilities and limitations of the Clerk to the Board of Supervisors and principles of risk management, including self-insurance programs and risk avoidance techniques.

Serve effectively as the assistant administrative agent of the Board of Supervisors.

Perceive and respond to conflicting and changing needs, interest and priorities of the community, the Board of Supervisors, other elected officials and department heads.

Analyze problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of County goals.

Understand, interpret and apply laws, rules and regulations as they apply to County administration.

Plan, organize, and coordinate the work of assigned staff.

Collect, interpret, and evaluate narrative and statistical data pertaining to administrative, fiscal, and management matters.

Communicate effectively, both orally and in writing, including skills to prepare reports

Attachment: Assistant County Administrative Officer 12192023 (9515 : Approve Assistant County Administrative Officer Allocation)

utilizing technical and statistical information, including communicating effectively in public meetings to present findings, recommendations, and policies.

Establish and maintain effective working relationships with all levels of County employees, officials and other agencies and members of the public.

QUALIFICATIONS:

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Experience

Five (5) years of increasingly responsible executive level government administration and supervisory experience; experience in overseeing local government Department operations, including responsibilities for fiscal management including complex budgeting, personnel administration, policy, and program development including organizational analysis duties for a County or other large governmental agency, including experience working with an elected Board or Council; three (3) years of administrative and supervisory responsibility.

Training

College course work equivalent to a Bachelor's degree in a specialty area related to the Department, public or business administration or closely related field. Degree in Public Administration is desirable, but not required. Additional related work experience may be substituted for college coursework on a year for year basis.

License or Certificate

A valid State of California driver's license and an acceptable driving record.

PHYSICAL REQUIREMENTS

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; to operate a motor vehicle and to visit various County and meeting sites; vision to read printed materials and a computer screen; and hearing and speech to communicate in person, before groups and over the telephone. This is primarily a sedentary office classification although standing in work areas and walking between work areas may be required. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard, typewriter keyboard, or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects, up to 30 pounds, as necessary to perform job functions.

Employees work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures. Employee maybe subject to extreme stress due to deadlines.

***This class specification lists the major duties and requirements of the job and is not all-inclusive. Incumbent(s) may be expected to perform job-related duties other than those contained in this**

Attachment: Assistant County Administrative Officer 12192023 (9515 : Approve Assistant County Administrative Officer Allocation)

document and may be required to have specific job-related knowledge and skills. NOT ALL DUTIES ARE NECESSARILY PERFORMED BY EACH INCUMBENT.

The County of Colusa is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the County will provide reasonable accommodation to qualified individuals with disabilities. Colusa County encourages both incumbents and individuals who have been offered employment to discuss potential accommodations with the employer.

Attachment: Assistant County Administrative Officer 12192023 (9515 : Approve Assistant County Administrative Officer Allocation)

COUNTY OF COLUSA, CA

Request For County Board of Supervisors Action

MEETING DATE: December 19, 2023

DEPARTMENT: Air Pollution Control

FROM: Dawn Brown

SUBJECT: **SITTING AS THE COLUSA COUNTY AIR POLLUTION CONTROL DISTRICT Adopt a Resolution Ratifying the Colusa County Air Pollution Control District Application to Participate in the Carl Moyer Memorial Air Quality Standards Attainment Program and the Moyer Rural Assistance Program and Further, Approve Grant Agreement (G23-MO-05) with the California Air Resources Board, effective November 29, 2023.**

SITTING AS THE COLUSA COUNTY AIR POLLUTION CONTROL DISTRICT

Adopt a Resolution Ratifying the Colusa County Air Pollution Control District Application to Participate in the Carl Moyer Memorial Air Quality Standards Attainment Program and the Moyer Rural Assistance Program and Further, Approve Grant Agreement (G23-MO-05) with the California Air Resources Board, effective November 29, 2023.

Detailed Description/Background of request

The Carl Moyer Memorial Air Quality Standards Attainment Program ("Carl Moyer") and the Moyer Rural Assistance Program ("RAP") are state programs that provide grant funding for cleaner-than-required engines and equipment. Grants under the programs are administrated by local air districts.

The Colusa County Air Pollution Control District ("District") has administered grants under the Carl Moyer Program for the past twenty-three (23) years and RAP for the past eighteen (18) years. Every year the District is required to submit an application requesting that we continue to administer the programs. Additionally, the state requires that we annually provide a Board resolution to that effect. These programs offer the District a source of funding to achieve considerable emission reductions from high polluting diesel engines. Accordingly, we are asking the District Board to adopt the resolution approving and authorizing the District's continued administration of the Carl Moyer Program and the Moyer Rural Assistance Program.

Prior Board Action

The Board previously authorized the District to apply to administer the programs. This has been approved every year for the last twenty-three (23) years with regard to the Carl Moyer Program and every year for the last eighteen (18) years with regard to the Moyer Rural Assistance Program.

Fiscal Impact/Funding Source

This is a revenue agreement of up to $200,000 with grant funds provided by the State of California for the program. There is no fiscal impact to the District and no match fund requirements.

Action for the Clerk

Obtain all necessary signatures and submit the resolution to MSCDGrants@arb.ca.gov.

Obtain necessary signatures and submit a copy of the resolution to the Colusa County Air Pollution Control District.

ATTACHMENTS:

- Carl Moyer Program (Year 26) Resolution (DOCX)
- CMP Grant Agreement Cover Sheet (Year 26) CCAPCD (PDF)
- Grant Provisions - Year 26 (PDF)

RESOLUTION NO. _____

RESOLUTION OF THE GOVERNING BOARD OF THE COLUSA COUNTY AIR POLLUTION CONTROL DISTRICT APPROVING AND AUTHORIZING THE APPLICATION TO ADMINISTER THE CARL MOYER PROGRAM AND THE MOYER RURAL ASSISTANCE PROGRAM

WHEREAS, California Health and Safety Code sections 44275-44299.2 authorize the California Air Resources Board (ARB) to allocate Carl Moyer Program (CMP) funds to local air quality districts to provide financial incentives to both the public and private sectors to implement eligible projects to reduce emission from on-road, marine, locomotive, agricultural, and off road engines;

WHEREAS, the Colusa County Air Pollution Control District (District) has successfully implemented Carl Moyer Program projects in past years to reduce emissions and improve air quality in the Sacramento Valley Air Basin and seeks to continue to reduce emissions from diesel engines through clean air projects;

WHEREAS, the District may also have projects that qualify for grant funds through the "Moyer Rural Assistance Program" (RAP); and

WHEREAS, the District may be eligible to accept Carl Moyer Program funds from other districts through inter-district transfer.

NOW, THEREFORE, BE IT RESOLVED that the Governing Board approves and authorizes submittal of an application to the California Air Resources Board for the Carl Moyer Program and the Moyer Rural Assistance Program for the maximum amount of funds for which the district is eligible;

BE IT FURTHER RESOLVED that the Governing Board directs the Director of Air Quality Standards to accept Carl Moyer Program and Moyer Rural Assistance Program projects, accept grant amounts, request disbursements, and approve contracts.

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Attachment: Carl Moyer Program (Year 26) Resolution (9507 : Carl Moyer Program (Year 26))

PASSED AND ADOPTED this 19th day of December 2023, by the following vote:

AYES:

NOES:

ABSENT:

_____
Kent S. Boes, Board Chair

ATTEST: Wendy G. Tyler
Clerk of the Board of Supervisors

_____
Patricia Rodriguez, Deputy Clerk

APPROVED AS TO FORM:

_____
Richard Stout, County Counsel

Attachment: Carl Moyer Program (Year 26) Resolution (9507 : Carl Moyer Program (Year 26))

STATE OF CALIFORNIA
California Environmental Protection Agency
California Air Resources Board
ASD/BCGB-337 (Rev 01/2021)

GRANT AGREEMENT COVER SHEET

GRANT NUMBER
G23-MO-05

NAME OF GRANT PROGRAM	
Carl Moyer Memorial Air Quality Standards Attainment Program – Regular Moyer Year 26	
GRANTEE NAME	
Colusa County Air Pollution Control District	
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER 94-6000508	TOTAL GRANT AMOUNT NOT TO EXCEED $200,000.00
START DATE: November 29, 2023	END DATE: December 31, 2028

This legally binding Grant Agreement, including this cover sheet and Exhibit A attached hereto and incorporated by reference herein, is made and executed between the State of California, California Air Resources Board (CARB) and Colusa County Air Pollution Control District (the "Grantee").

Project Funds: $175,000.00
Administration Funds: $25,000.00
Total Grant Award: $200,000.00
Required District Match: $0.00

This Grant Award provides administration funds to Colusa County APCD to identify Carl Moyer Program projects in districts for fiscal year 2023-2024 (Moyer Year 26) funds, and to provide assistance to districts in implementing those projects consistent with the terms of this Award as follows:

Exhibit A – General Terms and Conditions
Exhibit B – Carl Moyer Program Guidelines, 2017 Revisions – available at
https://www.arb.ca.gov/msprog/moyer/guidelines/current.htm

This Agreement is of no force or effect until signed by both parties. Grantee shall not commence performance until it receives written approval from CARB.

The undersigned certify under penalty of perjury that they are duly authorized to bind the parties to this Grant Agreement.

STATE AGENCY NAME		GRANTEE'S NAME (PRINT OR TYPE)	
California Air Resources Board		Colusa County Air Pollution Control District	
SIGNATURE OF ARB'S AUTHORIZED SIGNATORY:		SIGNATURE OF GRANTEE (AS AUTHORIZED IN RESOLUTION, LETTER OF COMMITMENT, OR LETTER OF DESIGNATION)	
TITLE Branch Chief	DATE	TITLE Director of Air Quality Standards	DATE 11/17/2023
STATE AGENCY ADDRESS 1001 I Street, Sacramento, CA 95814		~~GRANTEE'S~~ ADDRESS (INCLUDE STREET, CITY, STATE AND ZIP CODE) 100 Sunrise Blvd., Ste. F, Colusa, CA 95932	

CERTIFICATION OF FUNDING

AMOUNT ENCUMBERED BY THIS AGREEMENT	PROGRAM	PROJECT	ACTIVITY	
$200,000.00	3500000L15	N/A	N/A	
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT $0.00	FUND TITLE Air Pollution Control Fund			FUND NO. 0115
TOTAL AMOUNT ENCUMBERED TO DATE $200,000.00	(OPTIONAL USE)		CHAPTER 12	STATUTE 2023 SB-101

APPR REF	ACCOUNT/ALT ACCOUNT	REPORTING STRUCTURE	SERVICE LOCATION	FISCAL YEAR (ENY)
101	5432000	39006100	50015	2023/$200,000.00

I hereby certify that the California Air Resources Board Legal Office has reviewed this Grant Agreement.

SIGNATURE OF CALIFORNIA AIR RESOURCES BOARD LEGAL OFFICE:	DATE
N/A	

Attachment: CMP Grant Agreement Cover Sheet (Year 26) CCAPCD (9507 : Carl Moyer Program (Year 26))

CALIFORNIA
AIR RESOURCES BOARD

Exhibit A

Carl Moyer Memorial Air Quality Standards Attainment Program

GRANT AGREEMENT

Fiscal Year 2023-2024 (Moyer Year 26)

General Terms and Conditions:

1. **Amendment:** No amendment or variation of the terms of this Grant 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 Grant Agreement is binding on any of the parties.

2. **Americans with Disabilities Act (ADA) Language**: The Grantee must ensure that products and services submitted to California Air Resources Board (CARB), uploaded, or otherwise provided to CARB by the Grantee and/or its sub-contractors, sub-grantees (hereinafter referred to as sub-awardees) under this Grant, as specified in Exhibit A (collectively, the "Work"), comply with Web Content Accessibility Guidelines 2.0, levels A and AA, and otherwise meet the accessibility requirements set forth in California Government Code Sections 7405 and 11135, Section 202 of the federal Americans with Disabilities Act (42 U.S.C. § 12132), and Section 508 of the federal Rehabilitation Act (29 U.S.C. § 794d) and the regulations promulgated thereunder (36 C.F.R. Parts 1193 and 1194) (collectively, the "Accessibility Requirements"). For any Work provided to CARB in PDF format, the Grantee shall also provide an electronic version in the original electronic format (for example, Microsoft Word or Adobe InDesign).

   CARB may request documentation from the Grantee of compliance with the requirements described above and may perform testing to verify compliance. The Grantee agrees to respond to and resolve any complaint brought to its attention regarding accessibility of deliverables provided under this Grant.

Attachment: Grant Provisions - Year 26 (9507 : Carl Moyer Program (Year 26))

Deviations from the Accessibility Requirements are permitted only by written consent by CARB.

3. **Assignment:** This grant is not assignable by the Grantee either in whole or in part, without the consent of CARB in the form of a formal written amendment.

4. **Audit**: Grantee agrees that CARB, the Department of General Services, Department of Finance, the California State Auditor, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Grant and all State funds received. The Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after the term of this Grant is completed, unless a longer period of records retention is stipulated. The Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Grantee agrees to include similar right of the State to audit records and interview staff in any Grant or Contract related to performance of this Agreement.

5. **Availability of funds:** It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this grant does not appropriate sufficient funds for the program, this grant shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this grant and Grantee shall not be obligated to perform any provisions of this grant.

6. **Compliance with law, regulations, etc.:** The Grantee agrees that it will, at all times, comply with and require its sub awardees to comply with all applicable federal, State and local laws, rules, guidelines, regulations, and requirements.

7. **Computer software:** The Grantee certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Grant Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

Attachment: Grant Provisions - Year 26 (9507 : Carl Moyer Program (Year 26))

CALIFORNIA
AIR RESOURCES BOARD

8. **Conflict of interest:** The Grantee certifies that it is in compliance with applicable State and/or federal conflict of interest laws.

9. **Disputes:** The Grantee shall continue with the responsibilities under this Grant Agreement during any dispute. Grantee staff or management may work in good faith with CARB staff or management to resolve any disagreements or conflicts arising from implementation of this Grant Agreement. However, any disagreements that cannot be resolved at the management level within 30 days of when the issue is first raised with CARB staff shall be subject to resolution by the CARB Executive Officer, or his designated representative. Nothing contained in this paragraph is intended to limit any of the rights or remedies that the parties may have under law.

10. **Environmental justice:** In the performance of this Grant Agreement, the Grantee shall conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, cultures, and income levels, including minority populations and low-income population of the State.

11. **Fiscal management systems and accounting standards:** The Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracking of grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of State law or this Grant Agreement. Unless otherwise prohibited by State or local law, the Grantee further agrees that it will maintain separate Grant award accounts in accordance with generally accepted accounting principles.

12. **Force majeure:** Neither CARB nor the Grantee must be liable for or deemed to be in default for any delay or failure in performance under this Grant Agreement or interruption of services resulting, directly or indirectly, from acts of God, enemy or hostile governmental action, civil commotion, strikes, government declaration of emergency, national or State declared pandemics, lockouts, labor disputes, fire, flood, earthquakes, or other physical natural disaster. If either party intends to

Attachment: Grant Provisions - Year 26 (9507 : Carl Moyer Program (Year 26))

invoke this clause to excuse or delay performance, the party invoking the clause must provide written notice to the other party immediately but no later than within fifteen (15) calendar days of the intent to invoke the clause and reasons that the force majeure event is preventing that party from or delaying that party in performing its obligations under this grant. CARB may terminate this Grant Agreement immediately in writing without penalty in the event Grantee invokes this clause.

If the Grant Agreement is not terminated by CARB pursuant to this clause, upon completion of the event of force majeure, the Grantee must as soon as reasonably practicable recommence the performance of its obligations under this Grant Agreement. The Grantee must also provide a revised schedule to minimize the effects of the delay caused by the event of force majeure. An event of force majeure does not relieve a party from liability for an obligation which arose before the occurrence of that event.

13. **Governing law and venue:** This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California. CARB and the Grantee hereby agree that any action arising out of this Grant Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Grant Agreement.

14. **Grantee's responsibility for work:** The Grantee shall be responsible for work and for persons or entities engaged in work, including, but not limited to sub-awardees. The Grantee and/or its sub-awardees as applicable, shall be responsible for any and all disputes arising out of its contract for work on a Project funded by this Grant Award, including but not limited to payment disputes with contractors, subcontractors, and providers of services. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.

Attachment: Grant Provisions - Year 26 (9507 : Carl Moyer Program (Year 26))

CALIFORNIA
AIR RESOURCES BOARD

Exhibit A

15. **Grantee's Requirements for Electric Vehicle Charging Infrastructure and Equipment:**

Prior to executing contracts, Grantee must ensure the following requirements are included in all sub-awardee contracts and or other agreements:

Prior to authorizing work, a sub-awardee that was awarded funds to install electrical charging equipment for use by on-road transportation vehicles, must require both:

1. An Assembly Bill (AB) 841 Certification that certifies the project will comply with all AB 841 (2020) requirements or describes why the AB 841 requirements do not apply to the project. The certification shall be signed by the sub-awardee's authorized representative.

2. Electric Vehicle Infrastructure Training Program (EVITP) Certification Numbers of each EVITP certified electrician that will install electric vehicle charging infrastructure or equipment.

Evidence such as Certification Numbers are not required to be obtained by Grantee if AB 841 requirements do not apply to a project.

Prior to remitting payment to a sub-awardee, Grantee is responsible for collecting all AB 841 Certifications to ensure the project did comply with all AB 841 (2020) requirements and shall retain Certification Numbers in accordance with the Grantee's records retention schedule.

The requirements of this section do not apply to any of the following:

(1) Electric vehicle charging infrastructure installed by employees of an electrical corporation or local publicly owned electric utility. (2) Electric vehicle charging infrastructure funded by moneys derived from credits generated from the Low Carbon Fuel Standard Program (Subarticle 7 (commencing with Section 95480) of Article 4 of Subchapter 10 of Chapter 1 of Division 3 of Title 17 of the California Code of Regulations). (3) Single-family home residential electric vehicle chargers that can use an existing 208/240-volt outlet.

Attachment: Grant Provisions - Year 26 (9507 : Carl Moyer Program (Year 26))

16. **Indemnification:** The Grantee agrees to indemnify, defend, and hold harmless the State and CARB and its officers, employees, agents, representatives, and successors-in-interest against any and all liability, loss, and expense, including reasonable attorneys' fees, from any and all claims for injury or damages arising out of the performance by the Grantee, and out of the operation of equipment that is purchased with funds from this Grant Award.

17. **Independent contractor:** The Grantee, and its sub-awardees, agents, and employees, if any, in their performance of this Grant Agreement, shall act in an independent capacity and not as officers, employees or agents of CARB.

18. **Nondiscrimination**: During the performance of this Grant Agreement, the Grantee and its sub-awardees shall not unlawfully discriminate against, harass, or allow harassment 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 (over 40), sexual orientation, or veteran or military status, or allow denial of family-care leave, medical-care leave, or pregnancy-disability leave. The Grantee and its sub-awardees shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. The Grantee and its sub-awardees shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, title 2, section 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a)-(f), set forth in Chapter 5 of Division 4.1 of title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Grantee and its sub-awardees shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Attachment: Grant Provisions - Year 26 (9507 : Carl Moyer Program (Year 26))

The Grantee shall include the nondiscrimination and compliance provisions of this clause in all agreements with sub awardees to perform work under this Grant Agreement.

19. **No third-party rights:** The parties to this Grant Agreement do not create rights in, or grant remedies to, any third-party as a beneficiary of this Grant Agreement, or of any duty, covenant, obligation or undertaking establish herein.

20. **Personally identifiable information:** Information or data that personally identifies an individual or individuals is confidential in accordance with California Civil Code sections 1798, et seq. and other relevant State or federal statutes and regulations. The Grantee shall safeguard all such information or data which comes into their possession under this Grant Agreement in perpetuity and shall not release or publish any such information or data.

21. **Prevailing wages and labor compliance:** The Grantee agrees to monitor all agreements subject to reimbursement from this Grant Agreement to ensure that the provisions of Labor Code Sections 1720-1861 are being met by sub-awardees.

22. **Professionals:** The Grantee agrees that only licensed professionals will be used to perform services under this Grant Agreement where such services are called for and licensed professionals are required for those services under State law.

23. **Severability:** If a court of competent jurisdiction holds any provision of this Grant Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of those provisions, will not be affected.

24. **Term:** This Grant Award shall be effective upon full execution of this Grant Agreement and shall continue in full force and effect until all conditions of the Grant Agreement have been met. This award is conditional based on CARB receipt and approval of a fully executed Grant Agreement accepting Fiscal Year 2023-2024 (Moyer Year 26) Carl Moyer Funds.

Attachment: Grant Provisions - Year 26 (9507 : Carl Moyer Program (Year 26))

CALIFORNIA
AIR RESOURCES BOARD

Exhibit A

25. **Termination:** CARB may terminate this Grant Agreement for cause by written notice at any time prior to completion of projects funded by this Grant Award, upon violation by the Grantee of any material provision after such violation has been called to the attention of the Grantee and after failure of the Grantee to bring itself into compliance with the provisions of this Grant Agreement within the time frame set forth by CARB via written notice to the Grantee.

26. **Timeliness:** Time is of the essence in this Grant Agreement. Grantee shall proceed with and complete the Projects funded by this Grant Award in an expeditious manner.

27. **Waiver of Rights:** Any waiver of rights with respect to a default or other matter arising under the Grant Agreement at any time by either party shall not be considered a waiver of rights with respect to any other default or matter. Any rights and remedies of the State provided for in this Grant Agreement are in addition to any other rights and remedies provided by law.

28. **Incorporated Documents:** Grantee is authorized to administer a local program according to the requirements described in the following documents, which are incorporated by reference into this Grant Agreement:

    a. CARB-approved District Application to Administer the Carl Moyer Program for Fiscal Year 2023-2024 (Moyer Year 26).

    b. District's Policies and Procedures (Refer to Ch.3, C4 of the Carl Moyer Program 2017 Guidelines).

    c. Carl Moyer Program 2017 Guidelines and any future approved Guidelines, current Program Advisories and Mail-outs, and future Program Advisories and Mail-outs issued during the grant performance period.

    d. Carl Moyer Program Grant Disbursement Request Form.

29. **Disbursement Deadline:** The Carl Moyer Program 2023-2024 funds specified in this Grant Agreement must be disbursed by **June 30, 2026,** per the 2017 Carl Moyer Program Guidelines, Volume 1, Chapter 3 (Program Administration),

Attachment: Grant Provisions - Year 26 (9507 : Carl Moyer Program (Year 26))

Section B, Table 3-1. Grant disbursement requests must be submitted by the Grantee to CARB no later than **May 1, 2026,** to ensure adequate time for processing prior to the end of the fiscal year.

30. **Disbursement Request:** The Grantee shall submit the Grant Disbursement Requests to CARB Accounting Section at accountspayable@arb.ca.gov with a CC to MSCDGrants@arb.ca.gov. The Grantee must submit this electronically, based on CARB's current electronic submission guidance at the time of request. Requests for payment must be made with the Grant Disbursement Request Form and contain all documentation required with the form.

31. **Liquidation and Return of Funds:** Funds not liquidated by June 30 of the fourth year following grant agreement execution (**June 30, 2028**) must be returned by **September 28, 2028**. Expenditure of project funds granted may not be reduced due to any loss incurred in an uninsured bank or investment account.

32. **Order of precedence:** In the event of any inconsistency between the article, exhibits, attachments, specifications, or provisions which constitute this Grant Agreement, the following order of precedence shall apply:

    a. Grant Agreement Cover Sheet

    b. Exhibit A – Grant Provisions

    c. All other Exhibits incorporated into the Grant Agreement as listed on the Grant Agreement Cover Sheet.

33. **Executive Order N-6-22 – Russia Sanctions**: On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts or grants with, and to refrain from entering any new contracts Exhibit A Carl Moyer Program Year 25 Page 10 of 11 or grants

Attachment: Grant Provisions - Year 26 (9507 : Carl Moyer Program (Year 26))

with, individuals or entities that are determined to be a target of Economic Sanctions.

a. The Grantee represents by signing this Grant Agreement that neither it nor any of its employees, agents, representatives, contractors, subcontractors, or Grant Recipients are a target of economic sanctions imposed in response to Russia's actions in Ukraine by the United States government or the State of California. The Grantee is required to comply with the federal economic sanctions imposed in response to Russia's actions in Ukraine, including with respect to, but not limited to, the federal executive orders identified in California Executive Order N-6-22, located at https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf and the sanctions identified on the United States Department of the Treasury website (https://ofac.treasury.gov/sanctions-programs-and-country-information/ukraine-russia-related-sanctions). The Grantee is also required to comply with all applicable reporting requirements regarding compliance with the economic sanctions, including, but not limited to, those reporting requirements set forth in California Executive Order N-6-22 for anyone with one or more agreements with the State of California with an aggregated value of Five Million Dollars ($5,000,000) or more. Notwithstanding any other provision in this Grant Agreement, failure to comply with the economic sanctions and all applicable reporting requirements may result in immediate termination of this Grant Agreement, at the sole discretion of CARB.

b. Where the Grant Funds have a value of Five Million Dollars ($5,000,000) or more, reporting requirements include, but are not limited to, information related to steps taken in response to Russia's actions in Ukraine, including but not limited to:

Attachment: Grant Provisions - Year 26 (9507 : Carl Moyer Program (Year 26))

i. Desisting from making any new investments or engaging in financial transactions with Russian institutions or companies that are headquartered or have their principal place of business in Russia;

ii. Not transferring technology to Russia or companies that are headquartered or have their principal place of business in Russia; and

iii. Direct support to the government and people of Ukraine

34. **Compliance with AB 794**: Grantee shall require that the agreements with all of their grantees, recipients, sub-grantees, contractors, subcontractors, consultants, affiliates or representatives, who receive or use any Grant Funds to support the purchase, or lease for greater than one year, of new drayage or short-haul trucks contain a requirement to comply at all times with the applicable requirements of AB 794 (2021) and AB 2737 (2022) as a condition of Grant Fund receipt or use and as a condition of participation in the Program.

Attachment: Grant Provisions - Year 26 (9507 : Carl Moyer Program (Year 26))

COUNTY OF COLUSA, CA

5.1

Request For County Board of Supervisors Action

MEETING DATE: December 19, 2023

DEPARTMENT: Treasurer

FROM: Cindy Dillard

SUBJECT: Accept November 2023 Treasury Monthly Investment Report as presented.

Accept November 2023 Treasury Monthly Investment Report as presented.

Detailed Description/Background of request

Required pursuant to Section 27131-27137 of the Government Code

Prior Board Action

Fiscal Impact/Funding Source

Action for the Clerk

None

ATTACHMENTS:

- 11_23 TREASURY REPORT (PDF)

COLUSA COUNTY
TREASURER'S MONTHLY INVESTMENT REPORT

DATE 12.19.23
AS OF 11.30.23

MUNICIPAL BONDS	BOOK VALUE	YIELD	COUPON	ORIGINAL FACE PAR	COUNTY PAR	UNION BANK PAR	MATURITY	MARKET VALUE	GAIN/ LOSS	DATE SOLD	PERCENTAGE OF PORTFOLIO
574348CB2								-			
574348CC0	701,354.94	0.87%	1.075%	705,005.00	700,000.00	700,000.00	06/01/24	684,215.00			
574348CD8	703,389.68	1.02%	1.275%	707,917.00	700,000.00	700,000.00	06/01/25	656,796.00			
797299LXO	656,075.85	0.85%	3.640%	698,221.80	615,000.00	615,000.00	10/15/25	597,718.50			
260888AD4	401,210.26	0.87%	0.972%	402,096.00	400,000.00	400,000.00	06/01/26	359,460.00			
130179KW3	842,912.06	1.51%	3.181%	878,528.00	800,000.00	800,000.00	04/01/27	742,888.00			
899141BB0	666,784.92	1.18%	2.713%	693,578.75	635,000.00	635,000.00	05/01/27	588,054.45			
260888AE2	603,849.12	1.20%	1.367%	606,030.00	600,000.00	600,000.00	06/01/27	526,626.00			
971252AB7	-			-	-			-			
971252AD3	230,527.22	0.73%	0.970%	231,729.60	230,000.00	230,000.00	08/01/24	222,860.80			
971252AH4	186,567.24	2.03%	2.220%	187,332.85	185,000.00	185,000.00	08/01/28	161,597.50			
971252AK7	267,867.34	2.38%	2.560%	268,906.10	265,000.00	265,000.00	08/01/30	222,600.00			
971252AL5	571,870.26	2.48%	2.660%	574,085.20	565,000.00	565,000.00	08/01/31	464,537.35			
797679CF2	260,795.12	2.20%	2.278%	261,175.20	260,000.00	260,000.00	03/01/28	232,154.00			
797669ZR2	3,151,717.27	2.00%	2.768%	3,188,047.50	3,025,000.00	3,025,000.00	07/01/31	2,572,006.25			
6723225N45	1,276,220.61	1.87%	2.061%	1,280,104.10	1,265,000.00	1,265,000.00	08/01/28	1,108,734.55			
38122NB35	12,244,233.16	1.87%	2.246%	12,312,952.55	12,000,000.00	12,000,000.00	06/01/29	10,274,760.00			
79739GPE0	714,150.65	2.07%	2.356%	717,276.00	700,000.00	700,000.00	07/01/31	571,501.00			
835588BC7	523,892.25	2.12%	2.088%	523,892.25	525,000.00	525,000.00	03/01/29	457,474.50			
13048VZT8	504,614.36	2.35%	2.511%	505,880.00	500,000.00	500,000.00	02/01/30	434,305.00			
13048VZU5	395,783.11	2.63%	2.661%	395,975.65	395,000.00	395,000.00	02/01/31	337,843.50			
055022AK3	1,165,169.78	2.42%	2.635%	1,168,906.00	1,150,000.00	1,150,000.00	08/01/30	967,886.00			
79770GJG2	2,042,108.72	2.21%	2.543%	2,052,020.00	2,000,000.00	2,000,000.00	08/01/30	1,662,240.00			
79739GPM2	253,377.68	2.04%	2.256%	254,220.00	250,000.00	250,000.00	07/01/30	208,817.50			
854434AH0	543,635.85	2.06%	2.340%	546,475.75	535,000.00	535,000.00	04/01/30	448,741.95			
38122ND33	1,876,660.00	3.77%	3.037%	1,876,660.00	2,000,000.00	2,000,000.00	06/01/32	1,619,240.00			
189344FE9	1,000,000.00	2.25%	2.250%	1,000,000.00	1,000,000.00	1,000,000.00	06/01/31	812,000.00			
Municipal Total	**31,784,767.45**			**32,037,015.30**	**31,300,000.00**	**31,300,000.00**		**26,935,057.85**			**18.4%**
US Treasury/Agency Securities											
3133ENZP8*	5,475,000.00	4.90%	4.900%	5,475,000.00	5,475,000.00	5,475,000.00	06/29/32	5,293,941.75			
3134GX2X1*	4,996,250.00	5.00%	5.017%	4,996,250.00	5,000,000.00	5,000,000.00	09/30/27	4,970,100.00			
3130AUXL3*	-			-	-	-		-			
31304H1JY0*	9,000,000.00	6.00%	6.000%	9,000,000.00	9,000,000.00	9,000,000.00	11/22/28	8,976,780.00	C 04.24.23		
3130AVHN5*	5,000,000.00	5.50%	5.500%	5,000,000.00	5,000,000.00	5,000,000.00	03/28/25	4,982,950.00			
3030AVLH3*	4,999,500.00	5.50%	5.500%	4,999,500.00	5,000,000.00	5,000,000.00	04/24/28	4,952,300.00			
3130AT3P0*	3,499,650.00	5.00%	5.002%	3,499,650.00	3,500,000.00	3,500,000.00	09/14/27	3,450,965.00			
3130ATD95*											
3130ATQG5*	-			-	-	-		-	M $2,000.00		
3130AUTV6*	5,000,000.00	5.50%	5.500%	5,000,000.00	5,000,000.00	5,000,000.00	02/24/28	4,956,550.00	C 01.05.23		
3133ENR77*	5,000,000.00	4.92%	4.920%	5,000,000.00	5,000,000.00	5,000,000.00	01/12/26	4,955,600.00			
3134GX4L5*											
3134GY5Y4*	5,000,000.00	5.25%	5.250%	5,000,000.00	5,000,000.00	5,000,000.00	12/09/24	4,996,000.00	C 02.16.23		
3130AU4T8*	5,000,000.00	5.58%	5.580%	5,000,000.00	5,000,000.00	5,000,000.00	06/30/27	4,968,850.00			
3130AU4J0*	-			-	-	-		-			
3133EN6H8*	5,000,000.00	5.40%	5.400%	5,000,000.00	5,000,000.00	5,000,000.00	01/18/28	4,953,250.00	C 01.17.23		
3134GYE32*	5,000,000.00	5.28%	5.280%	5,000,000.00	5,000,000.00	5,000,000.00	01/27/28	4,944,250.00			
3134GYCA8*	4,999,500.00	5.20%	5.200%	4,999,500.00	5,000,000.00	5,000,000.00	01/10/25	4,976,350.00			
3130AXB72*	1,739,130.44	6.50%	6.500%	5,000,000.00	5,000,000.00	5,000,000.00	10/03/28	1,739,130.44			
3130AXFG8*	5,225,000.00	6.25%	6.250%	5,225,000.00	5,225,000.00	5,225,000.00	10/19/28	5,233,778.00			
3134H1GG2*	5,000,000.00	6.25%	6.250%	5,000,000.00	5,000,000.00	5,000,000.00	10/26/28	5,001,750.00			
3134H1CJ0*	3,000,000.00	6.25%	6.250%	3,000,000.00	3,000,000.00	3,000,000.00	09/28/28	2,991,930.00			
3134H1CJ0-ALAMO*	5,000,000.00	6.25%	6.250%	5,000,000.00	5,000,000.00	5,000,000.00	09/28/28	5,001,750.00			
3134GX3R3*	2,700,000.00	5.00%	5.000%	2,700,000.00	2,700,000.00	2,700,000.00	04/17/25	2,681,586.00			
Treasury/Agency Total	**90,634,030.44**			**93,894,900.00**	**93,900,000.00**	**93,900,000.00**		**90,027,811.19**			
Grand Total	**$ 122,418,797.89**			**125,931,915.30**	**125,200,000.00**	**125,200,000.00**		**116,962,869.04**			**52.3%**
Interest Liability	-								Unrealized		
NET BOOK	**122,418,797.89**							(5,455,928.85)	Gain/Loss		

CALIFORNIA ASSET MANAGEMENT PROGRAM

		7 Day Avg	
COUNTY	$47,436,634.43	5.56%	27.4%
COP Project Fund*	$10,150,047.91		

LAIF/STATE OF CALIFORNIA LOCAL AGENCY FUND

		QTR TO DATE	DAILY	
SRWSLD	68,424.79	3.75%	3.87%	
REC DIST 108	66,203.70	3.75%	3.87%	
REC DIST 1004	-	3.75%	3.87%	
COUNTY	186.48	3.75%	3.87%	
CCOE	130.16	3.75%	3.87%	
TOTAL LAIF	134,945.13			
CASH	3,213,848.32			0.1%
TOTAL LIQUID	50,785,427.88			1.9%
GRAND TOTAL	**$ 173,204,225.77**	**29.32% Liquidity**		100.0%

INTEREST RECEIVED

Oct-Nov 2023	884,996.06	11/30/2023	Est. 5.00%
July-Aug-Sept 2023	1,923,740.36	9/30/2023	Est. 5.00%
Apr-May-June 2023	1,765,358.48	6/30/2023	4.25%
Jan-Feb-March 2023	1,577,820.28	3/31/2023	3.94%
Oct-Nov-Dec 2022	624,102.61	12/30/2022	1.70%
Jul-Aug-Sept 2022	320,816.70	9/30/2022	0.94%
April-May-June 2022	224,510.51	6/30/2022	0.60%
Jan-Feb-Mar 2022	93,696.36	3/31/2022	0.19%
Oct-Nov-Dec 2021	76,723.82	12/30/2021	0.24%
July-Aug-Sept 2021	94,563.39	9/30/2021	0.33%
April-May-June 2021	126,583.56	6/30/2021	0.44%
Jan-Feb-March 2021	164,228.17	3/31/2021	0.50%

Note 1: Union Bank of California & Alamo did the bond valuation.
Note 2: Liquidity (excluding RD LAIF accounts that are segregated) is 29.27%
Note 3: All Investments comply with the Investment Policy and the Treasurer's Goals for Colusa County.
Note 4: There is sufficient liquidity to meet cash flow for the next 6 months.
Note 5: Interest will be reduced $25,000 at the end every quarter for treasury fee.
Note 6: Bonds with astrict (*) are callable
Note 7: Municipal Bonds are Government Entities within the State of California.
Note 8: COP Project funds are not managed by the Treasurer and not included in the County portfolio totals.

DANIEL A. CHARTER
TREASURER-TAX COLLECTOR

Attachment: 11_23 TREASURY REPORT (8843 : Treasurer's Monthly Investment Report)

COUNTY OF COLUSA, CA

5.2

Request For County Board of Supervisors Action

MEETING DATE: December 19, 2023

DEPARTMENT: Treasurer

FROM: Cindy Dillard

SUBJECT: Reaffirm County Policy No. 214 - Statement of Investment Policy and accept the 2024 Goals as presented.

Reaffirm County Policy No. 214 - Statement of Investment Policy and accept the 2024 Goals as presented.

Detailed Description/Background of request

Required pursuant to Section 27131-27137 of the Government Code

Prior Board Action

Fiscal Impact/Funding Source

Action for the Clerk

None

ATTACHMENTS:

- 2024 Goals (DOCX)
- Policy 214 Statement of Investment Policy (PDF)

County of Colusa
Treasurer-Tax Collector
Daniel A Charter, CPA
Attorney at Law, Treasurer- Tax Collector,
Public Administrator

547 Market St, Suite 111
Colusa, CA 95932

Main (530) 458-0440
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COLUSA COUNTY TREASURER/TAX COLLECTOR

2024 Treasurer's Goals

1. Stay within the investment policy.
2. If bond yields go to 5% or greater with a 5 yr maturity or less, maintain 25% liquidity.
3. Invest in government or quasi government A – rated bonds or better with a 5 year or less maximum maturity.
4. If above criteria are not met, all money will go into LAIF and/or CAMP.

Attachment: 2024 Goals (8844 : Treasury Oversight Committee)

Attachment: Policy 214 Statement of Investment Policy (8844 : Treasury Oversight Committee)

2023 Treasurer's Investment Policy

Daniel A Charter, Colusa County Treasurer-Tax Collector

History
Adopted 12-17-19, Reaffirmed 12-15-20, Reaffirmed 12/14/21, Amended 03/28/23

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History
Adopted 12-17-19, Reaffirmed 12-15-20, Reaffirmed 12/14/21, Amended 03/28/23

Attachment: Policy 214 Statement of Investment Policy (8844 : Treasury Oversight Committee)

Statement of Investment Policy

In accordance with the government code section 53600 series, it is the responsibility of the County Treasurer, with the approval of the Board of Supervisors, to secure and protect the public funds of the County, and to establish proper safeguards, controls and procedures to maintain these funds in a lawful, rational and auspicious manner. Said maintenance shall include the prudent and secure investment of those funds that are not immediately required for daily operations, in a manner anticipated to provide additional benefit to the people of the County of Colusa. In addition, the County Treasurer acts as the Treasurer, cash manager and investor for a sizable number of public agencies within the County rather than each entity having to locate and hire a knowledgeable person to handle the entity's banking investments and other financial duties separately. This pooling of public funds eliminates duplication of expenses, but also smooths out cash flow differences, permits cost savings through higher volume, and attracts more professional service providers.

This Statement of Investment Policy will be provided annually for review by the Oversight Committee and the approval of the Board of Supervisors after discussion in an open public meeting. Upon request, it will also be provided to participants in the County Investment Pool; to securities dealers, banks and brokers currently approved for conducting investment transactions with the County Treasurer's office in the ongoing effort to manage the excess cash portfolio; to other involved persons or entities; and to any member of the electorate wishing to review this document. The Treasurer reserves the right to provide these documents on a cost basis.

Purpose of Policy Statement

The purpose of this Statement of Investment Policy is to provide the Board of Supervisors, the Treasury Oversight Committee, those entities invested in the County Investment Pool, those involved in servicing the investment requirements of the County, and any other interested party, a clear understanding of the regulations and internal guidelines that will be observed in maintaining and investing those pooled funds deemed to not be required for immediate cash flow needs.

Scope

This Statement of Investment Policy pertains to those temporary surplus funds under the control of the Treasurer, designated for the daily ongoing operations of the County and pool participants; and concerns the deposit, maintenance, and safekeeping of all such funds, and the investments made with these funds. This Policy does not apply to pension moneys, delayed compensation funds, trustee and certain other non-operating funds not participating in the County Investment Pool. Percentage limitations noted within this Policy shall apply to all money considered to be with the County Investment Pool. Any investments existing outside the Pool shall be subject to the local agencies individual percentages.

Treasury Objectives

History
Adopted 12-17-19, Reaffirmed 12-15-20, Reaffirmed 12/14/21, Amended 03/28/23

Attachment: Policy 214 Statement of Investment Policy (8844 : Treasury Oversight Committee)

The underlying objective of the Treasurer is to protect the safety of the principal of the Investment Pool through the judicious purchase of those legal investments permitted to local agencies, as defined in the State of California Government Codes 53600, consistent with current conditions and other dominant objectives pursuant to managing a local agency portfolio, namely:

Safety: It is the primary responsibility of the Treasurer to maintain the safe return of all principal placed in investments by avoiding decisions that might result in losses through fraud, default, or adverse market conditions.

Liquidity: Will be maintained per the Treasurer-Tax Collector's goals. It shall always be assumed that all investments could require immediate liquidation in order to meet unexpected cash calls.

Availability: Due to the nature of a public portfolio, it is mandatory that moneys be available to meet the monetary requirements inherent to operating a public entity. Thus funds need to be invested in such a manner that money will always be available, without risk of trading loss, to pay normal cash requirements. A sufficient portion of all funds shall be invested in securities providing a high degree of availability, that is, in securities easily sold or converted to cash in a timely manner, with little or no loss of interest earnings.

Yield: In conformance with the Statement of Investment Policy the Treasurer shall attempt to maximize investment income and at the same time minimize risk of principal.

Diversified Portfolio: To insure maximum diversification of the Treasury Portfolio no more than thirty-three (33) percent of the total portfolio will be invested in any single financial institution. However the State of California LAIF (Local Agency Investment Fund), the JPA CAMP (California Asset Management Program) and Government Bonds shall not be limited.

The Treasurer places investments with the objective of obtaining a respectable rate of return, not attempting to maximize yield at the expense of either safety, liquidity or availability, yet not totally ignoring those factors within the marketplace that may be indicative of either favorable or hazardous conditions. The portfolio will be managed very conservatively, but actively enough to avert avoidable losses due to adverse market conditions.

Delegation of Authority

The authority to manage the County's Investment Pool is derived from Government Code Sections 53600-53900. This authority is given to the Colusa County Board of Supervisors who then has the option of delegating the responsibility of managing and operating the investment program to the County Treasurer. This delegation is granted to the Treasurer each year through the approval of the Treasurer's Investment Policy by the Colusa County Board of Supervisors.

The Treasurer retains the authority to amend the Investment Policy Guidelines, and Procedures at any time in order to carry out the duties as chief investment officer for the County, subject to approval by the Board of Supervisors. The Treasurer will annually prepare an Investment Policy which will be submitted to the Board of Supervisors for review and approval.

History
Adopted 12-17-19, Reaffirmed 12-15-20, Reaffirmed 12/14/21, Amended 03/28/23

Attachment: Policy 214 Statement of Investment Policy (8844 : Treasury Oversight Committee)

The Treasurer will make all investments himself or at his direction and the day to day investing in LAIF, CAMP and the US Bank Sweep account will be handled by the Assistant Treasurer-Tax Collector and staff.

Conflict of Interest

The Treasurer and Treasury staff involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program or which could impair their ability to make impartial decisions. The Treasury staff shall disclose to the County Treasurer any material financial interest in financial institutions that conduct business with their jurisdiction, and they shall further disclose any large personal financial/investment positions that could be related to the performance of the County.

Deposit and Withdrawal of Funds

Upon the approval of the County Auditor and Treasurer, other entities not required to deposit funds with the County Treasurer but who wish to do so for investment purposes, may be permitted to deposit funds with the County Treasurer subject to the following criteria:

> When an agency intends to withdraw funds in excess of $500,000 for the purpose of investing or deposit those funds outside the country treasury pool, it is required that a written request be submitted to the Treasurer for his or her approval. While this approval will normally be received within two working days, in order to protect the integrity of all pooled funds, the Treasurer may withhold approval for a maximum of 30 days, and reserves the right to mark the treasury pool investment if market securities must be sold prior to maturity to meet such requests. This guideline will apply to entities that currently are part of the county pool that are considering investing outside of the pool.

Investment Instruments

Investment of County funds are governed by the California Government Code Sections 16429.1, 53601 and 53635. Investments may not have a term or maturity at the time of investment of longer than that authorized by Section 53601 unless the Board of Supervisors has granted express authority at least 3 months prior to the investment. The investment activities of the County Treasurer are restricted by state law to a select group of government securities and high credit quality fixed-income investments. To reduce risk inherent in any one instrument, state law further limits the percentage of the county's investment portfolio that can be invested in any one type of security. See attached Exhibit "A" for a complete description of Authorized Investments, and percentage and term limitations.

At the time this policy is adopted, the portfolio may hold investments which were made in the past and in accordance with previous policies and existing State law, but do not meet the provisions of this policy. These past investments are considered permissible investments as they complied with policy when purchased. It is at the discretion of the Treasurer to determine whether these securities will continue to be held to maturity or sold.

History
Adopted 12-17-19, Reaffirmed 12-15-20, Reaffirmed 12/14/21, Amended 03/28/23

Attachment: Policy 214 Statement of Investment Policy (8844 : Treasury Oversight Committee)

The following is a brief description of the authorized investments with some additional restrictions imposed by the Treasurer. Government Code specifies the maximum percentage of the portfolio which may be held in each type of investment at any one time, fluctuations in the portfolio balance will prevent strict adherence to such restrictions. Therefore, percentage limitations shall apply to investments at the time of purchase.

Authorized Investment

Within the context of State limitations, the flowing investments are authorized:

1. **State Treasurer's Local Agency Investment Fund (LAIF).** Local government agencies are authorized to invest up to the amount set by LAIF's Local Investment Advisory Board in this investment program administered by the California State Treasurer. Moneys invested with LAIF are pooled with State moneys in order to earn the maximum rate of return consistent with safe and prudent treasury management.

2. **Sweep Account -** The commercial sweep account provides optimal liquidity management without the effort and cost associated with managing the excess cash in separate investments. The sweep account provides for daily investment confirmations and all purchase, sale and interest transactions are reported on the checking account statement.

3. **Bank Deposits –** FDIC insured or collateralized deposits including, but not limited to, demand deposit accounts, savings accounts, market rate accounts, time certificates of deposits in financial institutions located in California. The amount on deposit in financial institution shall not exceed the shareholder's equity per Government Code section 53638. To be eligible to receive County deposits, the financial institution must have received a minimum overall satisfactory rating, under the Community Redevelopment Act, of meeting the credit need of California Communities in its most recent evaluation per Government Code section 53635.2. Bank deposits are required to be collateralized as specified under Government Codes section 53630 et seq. The County Treasurer, at his or her discretion, may waive the collateralized requirements for any portion that is covered by federal deposit insurance per Government Code section 53653. The County shall have a signed agreement with any depository accepting County funds per Government Code section 53649.

4. **JPA Investment Pools –** Local government investment pools authorized under Government Code section 53601 (p) that must maintain a credit rating of AAAm such as California Asset Management Program (CAMP)

5. **US Treasury Notes or other indebtedness secured by the full faith and credit of the federal government.** These are guaranteed by the U.S. Government and are considered by most experts free of credit risk.

6. **Securities issued by U.S. Government Agencies and Government-Sponsored Enterprises.** These securities consist mostly of notes and debenture of agencies and government sponsored

History
Adopted 12-17-19, Reaffirmed 12-15-20, Reaffirmed 12/14/21, Amended 03/28/23

Attachment: Policy 214 Statement of Investment Policy (8844 : Treasury Oversight Committee)

corporations and therefore have some credit risk. Their yield is typically higher than U.S. Treasury securities. These include but are not limited to agency securities issued by the Federal Home Loan Bank (FHLB), Federal Farm Credit (FFC), Tennessee Valley Authority (TVA), Government National Mortgage Association (GNMA), Federal National Mortgage Association (FNMA), and the Federal Home Loan Mortgage Corporation (FHLMC).

7. **Bankers Acceptances (40%) –** Briefly stated, the function of the bankers' acceptance is as follows: A borrower may, under certain circumstances, obtain short-term credit by arranging for his bank to accept a time draft upon it. The bank stamps its official "accepted" across the face of the draft and it converts it into a bankers' acceptance. The instrument, now being a bank obligation, may be sold to an acceptance dealer who, in turn, may sell it to an investor. Most BA's arise out of transactions involving the trade of manufactured goods or commodities and must be rated "A^1/P^1" or higher. Maturities range from one to 180 days and are limited to forty percent (40%) of the total portfolio.

8. **Commercial Paper (40%) –** These are short-term promissory notes issued by a company to finance current transactions. Commercial paper is issued not only by industrial and manufacturing firms but also by finance companies. The entity that issues the commercial paper must meet all the following conditions in either paragraph a or paragraph b:

    a. The entity meets the following criteria: (i) is organized and operating in the United States as a general corporation, (ii) has total assets in excess of five hundred million dollars ($500,000,000), and (iii) has debt other than commercial paper, if any, that is rated in rating category of "A" or the equivalent or higher by a nationally recognized statistical rating organization (NRSRO).

    b. The entity meets the following criteria: (i) is organized within the United States as a special purpose corporation, trust, or limited liability company, (ii) has program-wide credit enhancements including but not limited to, over collateralization, letters of credit, or surety bond, and (iii) has commercial paper that is rated "A-1" or higher, or the equivalent, by a NRSRO.

    Commercial paper is sold on a discount or interest bearing basis with maturities not exceeding 270 days and must have an "A^1/P^1" or higher rating by one NRSRO. Purchases of commercial paper may not exceed forty percent (40%) of the total portfolio.

9. **Negotiable CD's (30%)** – Negotiable CD's are issued by a national or state chartered bank, a savings association or federal association, a state or federal credit union, or by a federally- or state licensed branch of a foreign bank. The County Treasurer may invest up to thirty percent (30%) of the total portfolio in Negotiable CD's that are rated in a rating category of "A" (long-term) or "A-1" (short-term) or their equivalents or higher by one NRSRO. Negotiable CD's for which the full amount of the principal and the interest that may be accrued during the maximum term of each certificate is insured by federal deposit insurance are exempt from the

History
Adopted 12-17-19, Reaffirmed 12-15-20, Reaffirmed 12/14/21, Amended 03/28/23

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rating requirements. Negotiable CD's are considered liquid, trading actively in the secondary market.

10. **Money Market Mutual Funds (20%)** – Funds registered with the Securities and Exchange Commission under the Investment Company Act of 1940 (15 U.S.C, Sec. 80a-1, et seq.). To be eligible for investment pursuant to this subdivision these companies will either: (i) attain the highest ranking letter or numerical rating provided by at least two NRSROs or (ii) have retained an investment advisor registered or exempt from registration with the Securities and Exchange Commission with not less than five years of experience managing money market mutual funds and with assets under management in excess of $500,000,000. No more than 20% of the County's investment portfolio may be invested in money market funds. No more than 10% of the County's investment portfolio may be invested in any single money market fund.

11. **Obligations of the State of California –** Registered state warrants or treasury notes or bonds of the State of California, as well as bonds payable solely out of revenues from a revenue-producing property owned, controlled or operated by the state, or by a department, board, agency or authority of the state, which finances essential services, with a maximum maturity of five (5) years.

12. **Registered treasury notes or bonds of any of the other 49 states in addition to California** – Including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by a state, or by a department, board, agency, or authority of any of these states with a maximum maturity of five (5) years.

13. **Guaranteed Investment Contracts (GIC's)** - GIC's provide a predictable, guaranteed, fixed interest rate until the specified maturity date of the contract. GIC participants achieve prudent diversification into a superior credit quality insurer with top financial ratings, while offering participants price stability & competitive rates. Colusa County will limit the use of GIC's to proceeds from Tax & Revenue Anticipation Notes only.

    Within the context of State limitations, in addition to the investments listed above, the following investments are authorized for the portion of the county portfolio under professional management by an outside advisor and/or CAMP or LAIF.

    1. **Repurchase Agreements (Repo's) –** Agreements between an investor (the pool) who agrees to purchase securities and a seller (dealer/broker), who commits to repurchase these securities at a later date at the same price plus interest.

    2. **Reverse Repurchase Agreements** – this is the reverse of a repurchase agreement, where the pool become the seller and the dealer/broker is the investor.

    3. **Medium Term Notes (30%)** – All corporate and depository institution debt securities that are rated in a category of "A" or the equivalent or higher by one NRSRO with a maximum

History
Adopted 12-17-19, Reaffirmed 12-15-20, Reaffirmed 12/14/21, Amended 03/28/23

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maturity of five (5) years. Medium term notes are restricted to thirty percent (30%) of the total portfolio at the time of purchase.

4. **Mortgage Pass-Through Securities/Asset-Backed Securities (20%) –** Up to twenty percent (20%) of the County's portfolio may be invested in a mortgage pass-through security, collateralized mortgage obligation, mortgage-backed or other pay-through bond, equipment lease-backed certificate, consumer receivable pass-through certificate, or consumer received-backed bond with a maximum remaining maturity of five years or less. Securities in this category must be rated in a rating category of "AA" or its equivalent or better by one NRSRO.

5. **Supranational Debt –** United States dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank, with a maximum remaining maturity of five years or less, and eligible for purchase and sale within the United States. Investments under this subdivision shall be rated in a rating category of "AA" or equivalent or better by a NRSRO and shall not exceed thirty percent (30%) of the County's portfolio that may be invested pursuant to this section.

Investment Pools/Mutual Funds

A thorough investigation of pools and funds is required prior to investing and on a continual basis.

Ineligible Investment

Investments not described above, including but not limited to common stocks, financial futures, contracts and options are prohibited. Additionally, the Treasurer shall not invest in reverse or inverse floaters, range notes and principal or interest only strips that are derived from a pool of mortgages, nor may the Treasurer invest in any security that could result in zero interest accrual if held to maturity.

Authorized Dealers, Depositories & Financial Institutions

For the purchase of all investments, the dealer must operate from an office within the United States. Dealers must provide current audited financial statements. Each dealer will receive a copy of this investment policy and a copy of the County Resolution authorizing the Treasurer/Tax Collector to invest county funds. The Dealer shall be identified on each confirmation transaction by name. Certificates of Deposit may be purchased directly from the issuers instead of through a dealer.

At least once a year the Treasurer will review all dealers with which the County conducts business. A list of authorized broker/dealers, depositories and financial institutions will be prepared and maintained. This list will include all securities dealers, depositories and investment advisory firms eligible to conduct business with the County under the criteria established in this policy.

History

Adopted 12-17-19, Reaffirmed 12-15-20, Reaffirmed 12/14/21, Amended 03/28/23

Attachment: Policy 214 Statement of Investment Policy (8844 : Treasury Oversight Committee)

No broker, brokerage firm or dealer of securities shall be selected that has made any political contribution to the local treasurer, any member of the board of supervisors, or any candidate for those offices.

If the County has an investment advisor, the investment advisor may use its own list of authorized broker/dealers to conduct transactions on behalf of the County, subject to any conditions contained in the agreement between the County and the investment advisor.

Designated Service Bank

The Treasurer shall designate a State or Federally chartered bank operating within the State of California to service as the primary service and the Treasurer shall use said bank as a clearing house for all funds.

US Bank is the primary service bank for Colusa County.

Internal Controls

For transactions in excess of ten million dollars ($10,000,000), the Treasurer shall communicate with the Auditor timely as to allow the Auditor a sufficient amount time to review and/or adjust banking securities needed for said transactions.

Reconciliation of the Treasurer's monthly investment report and cash balances will be reconciled by the Auditor-Controller's office.

Only the persons listed on the current Trading Authorization & Agreement, and the Treasurer, may initiate trading activity with the Treasurer's written consent and prior knowledge.

1) UnionBanc Investment Services, LLC
2) Alamo Capital
3) Stifel Nicolaus

Calculating and Apportioning Cost

The County Treasurer will determine the administrative cost of investing or handing of funds. A portion of the administrative cost is recovered through the Cost Plan, the remaining cost shall be deducted from the total interest earnings prior to the interest apportionment and shall be shared proportionately by all pooled and self-directed investments. The administrative costs are the actual direct and indirect costs charged to the Treasurer's office for salaries, benefits and operating expenses.

History
Adopted 12-17-19, Reaffirmed 12-15-20, Reaffirmed 12/14/21, Amended 03/28/23

Attachment: Policy 214 Statement of Investment Policy (8844 : Treasury Oversight Committee)

Pooling of Funds and Distribution of Earnings

Funds available from all sources may be pooled in order to achieve greater investment potential. The earnings from the pooled investments shall be deposited in a special fund, each quarter the earnings fund will be charged and each participant in the pool will be credited with interest in proportion to their aggregate total for the quarter based on an average daily balance.

Reporting Requirements

The Treasurer shall generate a monthly report for management purposes. In addition, the Board of Supervisors will be provided a monthly report detailing investment activities and holdings, including a description of the security, maturity date, book value, par value, market value and stated coupon.

Performance Standards

The investment portfolio will be managed in accordance with the parameters specified within this policy. The investment portfolio shall be designed with the objective of obtaining a rate of return throughout budgetary and economic cycles, commensurate with the investment risk constraints and the cash flow needs. The County will measure the portfolio's performance against a market benchmark that is commensurate with the County's investment risk constraints and the cash flow characteristics of the portfolio.

Prudent Investor Standard

The County Treasurer is a fiduciary subject to the "Prudent Investor Standard". Government Code 53600.3 defines this as "all governing bodies of local agencies or persons authorized to make investment decisions on behalf of those local agencies investing public funds pursuant to this chapter are trustees and therefore fiduciaries subject to the prudent investor standard. When investing, reinvesting, purchasing, acquiring, exchanging, selling and managing public funds, the trustee shall act with care, skill, prudence and diligence under the circumstance then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency". In compliance with state law, the primary objective in the investment of short term operating "idle" funds is to preserve capital (safety) while secondly, investing in investment vehicles which are easily converted to cash (liquidity) while lastly, obtaining a reasonable competitive market rate of return (yield).

Securities Custody

Minimum legal requirement: As long as the securities for safekeeping are in the name of or under the control of the County of Colusa and kept in a legally separate trust department, they can be held by the same firm from which they were purchased (Sections 53601, 53608 and 53635).

History
Adopted 12-17-19, Reaffirmed 12-15-20, Reaffirmed 12/14/21, Amended 03/28/23

Attachment: Policy 214 Statement of Investment Policy (8844 : Treasury Oversight Committee)

The Treasurer has contracted with Union Bank of California for 3rd party safekeeping which meets all legal requirements.

Treasury Oversight Committee

Government Code Section 27131 states that the Board of Supervisors in each County may, if the County is investing surplus funds, establish a County Oversight Committee. Upon instruction of the County Board of Supervisors, the Treasurer will nominate for approval by the Board, a County Oversight Committee. This committee will include from three to eleven members, as the Board of Supervisors, in consultation with the County Treasurer, shall determine is appropriate. This committee shall include selected persons from the following categories:

a) The County Treasurer
b) The County Auditor Controller
c) An appointed representative of the Board of Supervisors
d) The County Superintendent of Schools or designee
e) A representative of special districts within the County that is required or authorized to deposit money in the County Investment Pool
f) One to five bipartisan members of the public that have expertise in public finance and come from diverse economic backgrounds.
g) School districts and community colleges.

Under State law, members of the Committee may not have contributed to the any election campaign for the position of Treasurer or for any candidate to the Board of Supervisors within the past three years. Members may not directly or indirectly raise money for any candidate for local treasurer or a candidate for member of the legislative body of any local agency with money in the County Pool while a member of the Committee, nor may a member secure employment with, or be employed by, bond underwriters, bond counsel, security brokerages or dealers, or financial services firms, with whom the Treasurer is doing business during the period that the person is a member of the Committee, or for one year after leaving the Committee. Members may not accept any gift, honoraria, gratuity or service of value in violation of the regulations set forth by the Fair Political Practices Commission, the Government Code, any additional limitations set forth by County ordinance, or internal requirements of the Treasurer.

The Treasurer will provide a report bi-annually to the Oversight Committee identifying all investments held in the County Pool, or elsewhere by the Treasurer or as required by the Board of Supervisors. The Treasurer will provide a copy of the Investment Policy annually to the Oversight Committee. The Oversight Committee shall, monitor the activities of the Treasurer, and cause to be performed an annual audit to determine the Treasurer's compliance with the Investment Policy, and other appropriate regulations.

History
Adopted 12-17-19, Reaffirmed 12-15-20, Reaffirmed 12/14/21, Amended 03/28/23

Attachment: Policy 214 Statement of Investment Policy (8844 : Treasury Oversight Committee)

Committee meetings shall be open to the public and in compliance with the appropriate sections of the Ralph M Brown Act. By Code, all costs related to the duties of the Oversight Committee will be considered normal charges against the earnings of the Investment Pool.

The Oversight Committee shall have no authority to direct the process or daily operations of any portion of the Treasury Department, nor shall the Committee play any role in determining which banks, firms, or individuals the Treasurer does business with, nor shall the Committee be involved in determining which investments the Treasurer purchases, but shall act only to review the actions of the Treasurer to determine that they are in accordance with the Investment Policy and all other legal requirements or regulations.

Glossary

Asset-Backed Securities are securities supported by pools of installment loans or leases or by pools of revolving lines of credit.

Bankers' Acceptances are short-term credit arrangements to enable businesses to obtain funds to finance commercial transactions. They are time drafts drawn on a bank by an exporter or importer to obtain funds to pay for specific merchandise. By its acceptance, the bank becomes primarily liable for the payment of the draft at maturity. An acceptance is a high-grade negotiable instrument.

Benchmark is a comparative base for measuring the performance or risk tolerance of the investment portfolio. A benchmark should represent a close correlation to the level of risk and the average duration of the portfolio's investments.

Broker-Dealer is a person or a firm who can act as a broker or a dealer depending on the transaction. A broker brings buyers and sellers together for a commission. They do not take a position. A dealer acts as a principal in all transactions, buying and selling for his own account.

JPA Investment Pools are California Joint Powers Authority ("JPA") established as a stable net asset value (NAV) short-term money market portfolio and cash management vehicle.

Collateral refers to securities, evidence of deposits, or other property that a borrower pledges to secure repayment of a loan. "Security" means any of the eligible securities or obligations listed in Government Code Section 53651. It also refers to securities pledged by a bank to secure deposits. In California, repurchase agreements, reverse repurchase agreements, and public deposits must be collateralized.

Commercial Paper is a short term, unsecured, promissory note issued by a corporation to raise working capital.

Federal Agency Obligations are issued by U.S. Government Agencies or Government Sponsored Enterprises (GSE). Although they were created or sponsored by the U.S. Government, most Agencies and GSEs are not guaranteed by the United States Government. Examples of these securities are notes, bonds, bills and discount notes issued by Fannie Mae (FNMA), Freddie Mac (FHLMC), the Federal Home Loan Bank system (FHLB), and Federal Farm Credit Bank (FFCB). The Agency market is a very large and liquid market, with billions traded every day.

History
Adopted 12-17-19, Reaffirmed 12-15-20, Reaffirmed 12/14/21, Amended 03/28/23

Attachment: Policy 214 Statement of Investment Policy (8844 : Treasury Oversight Committee)

Issuer means any corporation, governmental unit, or financial institution that borrows money through the sale of securities.

Liquidity refers to the ease and speed with which an asset can be converted into cash without loss of value. In the money market, a security is said to be liquid if the difference between the bid and asked prices is narrow and reasonably sized trades can be done at those quotes.

Local Agency Investment Fund (LAIF) is a voluntary investment program for California local governments administered by the California State Treasurer. LAIF provides local agencies a way to invest cash held in the treasury pool that may be withdrawn as needed on a same-day basis to meet an agency's cash flow needs, while realizing interest. The Local Investment Advisory Board (LIAB) provides oversight for LAIF. Due to the portfolio's characteristics, credit risk is minimal. The pool is managed to ensure the safety of the portfolio by investing in high quality securities and by maintaining a mix of securities that provide reasonable assurance that no single investment or class of investments will have a disproportionate impact on the total portfolio. Additionally, LAIF funds are protected by statute and are not borrowable.

Market Value is the price at which a security is trading and could presumably be purchased or sold.

Maturity is the date upon which the principal or stated value of an investment becomes due and payable.

Medium-Term Notes are debt obligations issued by corporations and banks, usually in the form of unsecured promissory notes. These are negotiable instruments that can be bought and sold in a large and active secondary market. For the purposes of California Government Code, the term "Medium Term" refers to a maximum remaining maturity of five years or less. They can be issued with fixed or floating-rate coupons, and with or without early call features, although the vast majority are fixed-rate and non-callable. Corporate notes have greater risk than Treasuries or Agencies because they rely on the ability of the issuer to make payment of principal and interest.

Money Market Fund is a type of investment comprising a variety of short-term securities with high quality and high liquidity. The fund provides interest to shareholders and must strive to maintain a stable net asset value (NAV) of $1 per share.

Negotiable Certificates of Deposit are large-denomination CDs. They are issued at face value and typically pay interest at maturity, if maturing in less than 12 months. CDs that mature beyond this range pay interest semi-annually. Negotiable CDs are issued by U.S. banks (domestic CDs), U.S. branches of foreign banks (Yankee CDs), and thrifts. There is an active secondary market for negotiable domestic and Yankee CDs. However, the negotiable thrift CD secondary market is limited. Yields on CDs exceed those on U.S. treasuries and agencies of similar maturities. This higher yield compensates the investor for accepting the risk of reduced liquidity and the risk that the issuing bank might fail. State law does not require the collateralization of negotiable CDs.

Principal describes the original cost of a security. It represents the amount of capital or money that the investor pays for the investment.

Supranational is a multi-national organization whereby member states transcend national boundaries or interests to share in the decision making to promote economic development in the member countries.

History
Adopted 12-17-19, Reaffirmed 12-15-20, Reaffirmed 12/14/21, Amended 03/28/23

Attachment: Policy 214 Statement of Investment Policy (8844 : Treasury Oversight Committee)

Repurchase Agreements are short-term investment transactions. Banks buy temporarily idle funds from a customer by selling him U.S. Government or other securities with a contractual agreement to repurchase the same securities on a future date at an agreed upon interest rate. Repurchase Agreements are typically for one to ten days in maturity. The customer receives interest from the bank. The interest rate reflects both the prevailing demand for Federal Funds and the maturity of the Repo. Repurchase Agreements must be collateralized.

U.S. Treasury Issues are direct obligations of the United States Government. They are highly liquid and are considered the safest investment security. U.S. Treasury issues include:

1. **Treasury Bills** which are non-interest-bearing discount securities issued by the U.S. Treasury to finance the national debt. Bills are currently issued in one, three, six, and twelve month maturities.
2. **Treasury Notes** that have original maturities of one to ten years.
3. **Treasury Bonds** that have original maturities of greater than 10 years.

Yield to Maturity is the rate of income return on an investment, minus any premium above par or plus any discount with the adjustment spread over the period from the date of the purchase to the date of maturity of the bond.

Attachment: Policy 214 Statement of Investment Policy (8844 : Treasury Oversight Committee)

History
Adopted 12-17-19, Reaffirmed 12-15-20, Reaffirmed 12/14/21, Amended 03/28/23

Exhibit "A"
Authorized Investments

Investment Instruments	Gov't Code Section	Minimum Rating	Government Code		County Policy	
			% or $ limitation	Term limitation	% or $ limitation	Term limitation
State Treasurer's Local Agency Investment Fund	16429.1	*N/R	Maximum set by LAIF Board	-	Amount allowed by LAIF Board	-
U.S. Treasury Instruments	53601 (b)	n/a	100%	5 yrs	100%	5 yrs
Federal Agency Securities	53601 (f)	n/a	100%	5 yrs	100%	5 yrs
Bankers Acceptance	53601 (g)	A1, P1	40% <30% in one bank	180 days	40% <5% in one bank	180 days
Commercial Paper	53601 (h) 53635 (a)	A1, P1	<40% total <10% single issuer	270 days	<40% total <5% single issuer	270 days
Negotiable CD's	53601 (i)	"A" or equivalent,	30%	5 yrs	30% total <5% single issuer	5 yrs
Medium Term Notes Corporate Obligations	53601 (k)	"A" or equivalent	30%	5 yrs	30% total <5% single issuer	5 yrs
Money Market Mutual Funds	53601 (l)	"AAA" or equivalent or Advisor Requirements	<20% total <10% single issuer	5 yrs	<20% total <10% single issuer	5 yrs
Mortgage/Asset-Backed Securities	53601 (o)	"AA" issue or equivalent	20%	5 yrs	20%	5 yrs
Repurchase Agreements	53601 (j)	n/a	20%	92 days	20%	92 days
Reverse Repurchase	53601 (j)	n/a	20%	92 days	Amount allowed by LAIF/JPA	-
JPA Investment Pools	53601 (p)	AAAm or equivalent	100%	-	Amount allowed by JPA board	-
California Municipals	53601(c,e) 53651(c,h,i)	"A"; A-1/P-1 or equivalent	100%	5 yrs	100%	5 yrs
Other 49 State Municipals	53601(d)	n/a	100%	5 yrs	100%	5 yrs
Supranational Debt	53601 (q)	"AA" or equivalent	30%	5 yrs	30% total <5% single issuer	5 yrs
Guaranteed Investment Contracts (GIC'S)	53630	"AA" or equivalent	5%	1 yr	5%	1 yr
Bank Deposits	53630	FDIC Insured or Collateralized	-	-	-	-
Sweep Accounts	53630	FDIC Insured or Collateralized	-	-	-	-

*Not Rated

Attachment: Policy 214 Statement of Investment Policy (8844 : Treasury Oversight Committee)

COUNTY OF COLUSA, CA

6.1

Request For County Board of Supervisors Action

MEETING DATE: December 19, 2023

DEPARTMENT: County Administrative Office

FROM: Ann Nordyke

SUBJECT: Presentation on Loss Prevention and Safety activities.

Presentation on Loss Prevention and Safety activities.

Detailed Description/Background of request
The Safety Officer provides a Loss Prevention update to the Board of Supervisors as directed in the Injury Illness Prevention Program. The update generally includes a program overview, the status of employee training, inspection activities, and completed ergonomic assessments for the quarter.

Prior Board Action
On September 26, 2023, the Board of Supervisors received information regarding the Loss Prevention/Safety Program.

Fiscal Impact/Funding Source
None

Action for the Clerk
None

COUNTY OF COLUSA, CA

6.2

Request For County Board of Supervisors Action

MEETING DATE: December 19, 2023

DEPARTMENT: County Administrative Office

FROM: Ann Nordyke

SUBJECT: Approve Special Claims

Approve Special Claims.

Detailed Description/Background of request
None.

Prior Board Action
None.

Fiscal Impact/Funding Source
None.

Action for the Clerk
None.

COUNTY OF COLUSA, CA

6.3

Request For County Board of Supervisors Action

MEETING DATE: December 19, 2023

DEPARTMENT: County Administrative Office

FROM: Kaline Moore

SUBJECT: Approve FY23/24 Revenue and Appropriations Intra-Budget Contingency Request Adjustment No. B-24024. (4/5th vote required)

Approve FY23/24 Revenue and Appropriations Intra-Budget Contingency Request Adjustment No. B-24024. **(4/5th vote required)**

Detailed Description/Background of request

This request for contingencies is to cover the cost of printing and mailing notices to the tax payers to inform patrons of incorrect dates listed on the tax bills that were mailed out by the Treasurer Tax-Collector Office. The Treasurer's budget is a very tight budget and they don't have significant savings in other line items to cover this unanticipated increase.

Prior Board Action

None

Fiscal Impact/Funding Source

Reduce Contingency Balance by $3,939 from $1,000,000 to $996,061

Action for the Clerk

None

ATTACHMENTS:

- B-24024 TTC contingency request (PDF)

INTRA-BUDGET ADJUSTMENT

REQUEST FOR APPROPRIATION OR TRANSFER OF FUNDS

Department Name: Treasurer - Tax Collector

Submitted By: Cindy Dillard Digitally signed by Cindy Dillard Date: 2023.12.05 15:19:06 -08'00'

☐ Sufficient balances are available to meet requested transfer from current budget.

☒ Insufficient balances are available to meet request within department budget. **(Requires transfer from Contingencies)**

Explanation: Request to use Contingencies to cover the cost of printing & mailing notices and publications in the local paper to inform patrons of incorrect dates listed on Tax bills that were sent out.

FROM:

FUND NUMBER	OBJECT CODE	DEPT NUMBER	ACCOUNT NAME	CURRENT AMT. BUDGETED	REVISED AMT. BUDGETED	ADJUSTMENT AMOUNT
						$ 0.00
001	59400	098	Contingencies	$ 1,000,000.00	$ 996,061.00	$ 3,939.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
					Total	$ 3,939.00

TO:

FUND NUMBER	OBJECT CODE	DEPT NUMBER	ACCOUNT NAME	CURRENT AMT. BUDGETED	REVISED AMT. BUDGETED	ADJUSTMENT AMOUNT
						$ 0.00
001	53170	422	Office Supplies	$ 5,000.00	$ 7,765.00	$ 2,765.00
001	53171	422	Postage	$ 9,500.00	$ 10,534.00	$ 1,034.00
001	53190	422	Publications	$ 3,950.00	$ 4,090.00	$ 140.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
					Total	$ 3,939.00

Fiscal Year: 2023-24

Intra-Budget Log #: B- 24024

OpenGov Amendment #: _____

Budget Officer Signature: _____ Date: _____

Auditor Office Signature: _____ Date: _____

Attachment: B-24024 TTC contingency request (9525 : FY23/24 Intra-Budget Contingency Request)

COUNTY OF COLUSA, CA

Request For County Board of Supervisors Action

MEETING DATE: December 19, 2023

DEPARTMENT: Board of Supervisors

FROM: Patricia Rodriguez

SUBJECT: Correct the 2024 Board of Supervisors Meeting Calendar

Correct the 2024 Board of Supervisors Meeting Calendar.

Detailed Description/Background of request

Following approval of the annual meeting calendar, it was brought to our attention that the calendar contained two errors. We are therefore requesting that you approve the corrected calendar.

Prior Board Action

Approved annually.

Fiscal Impact/Funding Source

None.

Action for the Clerk

Distribute meeting calendar to all departments.

ATTACHMENTS:

- 2024 BOS Meeting Calendar (PDF)

2024 BOARD OF SUPERVISORS MEETING CALENDAR

HOLIDAY CUT OFF BOS MTG

2024 CALENDAR YEAR

JANUARY

S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	*13*
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

FEBRUARY

S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	*10*
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

MARCH

S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	*16*
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

APRIL

S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	*13*
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

MAY

S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	*11*
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

JUNE

S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	*15*
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

JULY

S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	*13*
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

AUGUST

S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	*17*
18	19	20	21	22	23	24
25	26	27	28	29	30	31

SEPTEMBER

S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	*14*
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

OCTOBER

S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	*12*
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

NOVEMBER

S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	*9*
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

DECEMBER

S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	*14*
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

NACo Legislative Conference	2-10-24 to 2-13-24	Washington, DC
CSAC Legislative Conference	4-17-24 to 4-19-24	Sacramento, CA
NACo WIR Conference	5-8-24 to 5-10-24	Mariposa County, CA
NACo Annual Conference	7-11-24 to 7-14-24	Tampa, Florida
RCRC Annual Conference	9-18-24 to 9-20-24	Sonoma County, CA
CSAC Annual Meeting	11-18-24 to 11-22-24	Los Angeles County, CA

Transportation Commission Meetings
Meeting held the same day of the last BOS meeting of the month

BOS

CUT OFF DATE	*Meeting Date*
December 8, 2023	January 2, 2024
December 22, 2023	January 16, 2024
January 5, 2024	January 30, 2024
January 19, 2024	February 13, 2024
February 2, 2024	February 27, 2024
February 16, 2024	March 12, 2024
March 1, 2024	March 26, 2024
March 15, 2024	April 9, 2024
March 29, 2024	April 23, 2024
April 12, 2024	May 7, 2024
April 26, 2024	May 21, 2024
May 10, 2024	June 4, 2024
May 24, 2024	June 18, 2024
July 12, 2024	August 6, 2024
July 26, 2024	August 20, 2024
August 9, 2024	September 3, 2024
August 23, 2024	September 17, 2024
September 6, 2024	October 1, 2024
September 20, 2024	October 15, 2024
October 4, 2024	October 29, 2024
October 18, 2024	November 12, 2024
November 15, 2024	December 10, 2024
November 29, 2024	December 24, 2024
December 13, 2024	January 7, 2025 TENTATIVE

Attachment: 2024 BOS Meeting Calendar (9528 : Correct the Board of Supervisors Meeting Calendar for

COUNTY OF COLUSA, CA

7.2

Request For County Board of Supervisors Action

MEETING DATE: December 19, 2023

DEPARTMENT: Sheriff

FROM: Joe Garofalo

SUBJECT: Receive MOU proposal from the Assessor, Auditor, Clerk-Recorder, District Attorney and Sheriff and discuss negotiations.

Receive MOU proposal from the Assessor, Auditor, Clerk-Recorder, District Attorney, Sheriff and Treasurer/Tax Collector and discuss negotiations.

Detailed Description/Background of request

MOU Term:

2 year MOU- October 1, 2023 thru September 30, 2025

Salaries:

4% salary increase Effective Oct. 1, 2023; 0% salary increase effective Oct. 1, 2024.

Cafeteria Plan:

Employees Hired Before Jan. 1, 2013

Effective December 1, 2023 and December 1, 2024 county will contribute an amount sufficient, when combined with the MEC, and reduced by the executive management incentive pay, to cover the health insurance premium for the employee, employee plus one, and family coverages associated with the CalPERS Gold plan.

Employees Hired After Dec. 31, 2012

Effective December 1, 2023 and December 1, 2024 county will contribute an amount sufficient, when combined with the MEC, to cover the health insurance premium for the employee, employee plus one, and family coverages associated with the CalPERS Gold plan.

Internal Revenue Code Section 457 Deferred Compensation Plans

For employees with up to seven (7) years of county service, county will contribute $60 per month effective October 1, 2023.

For employees with seven (7) to fifteen (15) years of county service, county will contribute $80 per month effective October 1, 2023.

For employees with more than fifteen (15) years of county service, county will contribute $100 per month effective October 1, 2023.

Vehicle Allowance

County shall contribute a $250 per month vehicle allowance for in-county travel effective October 1, 2023. Any elected official that is assigned a county take home vehicle will not receive a vehicle allowance.

Base Salary Step Increase

Effective October 1, 2023 each elected official will receive a two (2) step increase to their base salary pay.

Effective October 1, 2023 any newly elected officials starting base salary shall be step 8.

Longevity Pay

Effective October 1, 2023 each elected official will receive a longevity pay stipend based on years of "public" service, which will continue in perpetuity as each elected official reaches the years-of-service thresholds as stipulated below:

10 years- 2.5%
15 years- 5.0%
20 years- 7.5%

Prior Board Action

N/A

Fiscal Impact/Funding Source

General Fund

Action for the Clerk

COUNTY OF COLUSA, CA

10.1

Request For County Board of Supervisors Action

MEETING DATE: December 19, 2023

DEPARTMENT: County Administrative Office

FROM: Wendy Tyler

SUBJECT: CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9: (1 case)

CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION
Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9:
One matter.

Detailed Description/Background of request

Prior Board Action

Fiscal Impact/Funding Source

Action for the Clerk

COUNTY OF COLUSA, CA

10.2

Request For County Board of Supervisors Action

MEETING DATE: December 19, 2023

DEPARTMENT: Human Resources

FROM: Ann Nordyke

SUBJECT: CONFERENCE WITH LABOR NEGOTIATOR, California Government Code 54957.6 Agency Negotiator: Patrick Clark, Dar Rhodes, Kaline Moore and Yareli Mora Employee Organizations: All Units

CONFERENCE WITH LABOR NEGOTIATOR
California Government Code 54957.6
Agency Negotiator: Patrick Clark, Dar Rhodes, Kaline Moore and Yareli Mora
Employee Organizations: All Units

Detailed Description/Background of request

Prior Board Action

Fiscal Impact/Funding Source

Action for the Clerk
None