

Board of Supervisors

J. Merced Corona, District I
Daurice K. Smith, District II
Vice-Chair
Kent S. Boes, District III,
Gary J. Evans, District IV
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
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COLUSA COUNTY BOARD OF SUPERVISORS

Agenda

December 17, 2024

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 Closed Session for November 12, 2024
- 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.

II. PROCLAMATIONS
ASSESSOR

1. Adopt Proclamation Honoring Arnold Gross upon his retirement.

TREASURER/TAX COLLECTOR

2. Adopt Proclamation Honoring Daniel Charter upon his retirement.

BOARD OF SUPERVISORS

3. Adopt Proclamation Honoring Gary J. Evans upon his retirement.

CONSENT AGENDA

Approve Consent Agenda Items No.'s 1 through 28.

1. BOARD OF SUPERVISORS
Approve the November 12, 2024 Regular Meeting Minutes.
2. TREASURER
Accept November 2024 Treasury Monthly Investment Report as presented.
3. APPOINTMENT/PRINCETON FIRE PROTECTION DISTRICT
Reappoint David Gordon to the Princeton Fire Protection District, effective November 29, 2024 through November 28, 2028. **(Application received: David Gordon)**
4. APPOINTMENT/SACRAMENTO RIVER FIRE PROTECTION DISTRICT
Reappoint John Miller to the Sacramento River Fire Protection District effective November 17, 2024 through November 16, 2028 **(Application received: John Miller)**
5. APPOINTMENT/MAXWELL CEMETERY DISTRICT
Reappoint William Barrett (Dist. 4) to the Maxwell Cemetery District effective December 13, 2024 through December 12, 2028. **(Application received: William Barrett)**
6. APPOINTMENT/CORTINA CREEK FLOOD CONTROL & FLOOD WATER CONSERVATION DISTRICT
Reappoint Peter Peterson to the Cortina Creek Flood Control & Flood Water Conservation District, effective December 15, 2024 to December 14, 2028. **(Application received: Peter D. Peterson)**
7. DISTRICT ATTORNEY
Authorize the District Attorney or Official Designee to apply, sign, and accept the Victim Witness Assistance Program Grant Sub award VW24 29 0060/VW24024601 through the California Governor's Office of Emergency Services and further sign any resulting grant sub awards, modifications and amendments, subject to Board approval.
8. SHERIFF
Adopt a Resolution authorizing the Sheriff to apply for and execute the California State Parks Boating and Waterways Safety and Enforcement financial aid program and approving an agreement with the **California Department of Parks and Recreation**, effective July 1, 2025, to sign reimbursement claims, and authorizing the County Auditor to certify the amount of prior year's vessel taxes.
9. COMMUNITY DEVELOPMENT DEPARTMENT
Adopt a Resolution authorizing recordation of Parcel Map #24-09 for Barbara Mayberry and authorize the County Surveyor to record same.
10. COMMUNITY DEVELOPMENT DEPARTMENT
Designate Charles T. Yerxa, Jr., Esq., Angeles S. Carrion, Esq., and Sukhraj Pamma,

Esq. as the County's Administrative Hearing Officers to conduct administrative hearings pursuant to County Code section 42-10(d).

11. HEALTH AND HUMAN SERVICES

Adopt Resolution accepting the California Department of Housing & Community Development (HCD) Allocations of the Transitional Housing Program (THP), Round 6 and Housing Navigation and Maintenance Program (HNMP), Round 3.

12. CLERK RECORDER/ELECTIONS

Acknowledge Receipt of the Certified Election Results for the General Presidential General Election held November 5, 2024.

13. COUNTY ADMINISTRATIVE OFFICE

Ratify Agreement with Municipal Resource Group for Personnel Investigative Services.

14. COUNTY ADMINISTRATIVE OFFICE

Approve the Memorandum of Understanding (MOU) between Colusa County Behavioral Health and **Sutter-Yuba Behavioral Health**. The purpose of the MOU is to establish a guideline for providing in-person outpatient psychiatry services to Colusa County Medi-Cal beneficiary.

15. COUNTY ADMINISTRATIVE OFFICE

Approve the Memorandum of Understanding (MOU) between Colusa County Behavioral Health and **Sutter-Yuba Behavioral Health**. The purpose of the MOU is to gain access to behavioral health services at the juvenile institutions for Colusa County juveniles.

16. COUNTY ADMINISTRATIVE OFFICE/CLERK OF THE BOARD

Authorize Board Clerk to assign a County Contract Number to agreement number 23-ESG-18054 with the State of California Department of Housing and Community Development for Rapid Re-Housing Funding.

17. COUNTY ADMINISTRATIVE OFFICE/CLERK OF THE BOARD

Authorize Board Clerk to assign a County Contract Number to Amendment No. 1 to Agreement 4600016055 with the State of California Department of Water Resources for the Drought Resiliency and Planning Project.

18. PURCHASING AND PROCUREMENT/PUBLIC WORKS

Adopt plans, specifications and working details for performing road reconstruction on College City Road.

19. PURCHASING AND PROCUREMENT/PUBLIC WORKS

Ratify Open-End (Equity) Lease Rate Quote numbers Q389164 and Q8427711 with **Enterprise Fleet Management** for two vehicles for the Public Works Department.

20. PURCHASING AND PROCUREMENT/CLERK-RECORDER

Approve contract with **Swierstok Enterprise Inc., dba Pro Builders** for the procurement and installation of a telescoping automatic door into the Hall of Records located at 546 Jay Street, Colusa.

21. PURCHASING AND PROCUREMENT/SHERIFF'S OFFICE
Approve 1st modification with **Trinity Services Group, Inc.** for inmate food services at the Colusa County Jail, effective January 1, 2025.
22. PURCHASING AND PROCUREMENT/DHHS
Approve contract with **Evident Change** for the SafeMeasures Reporting Service, effective October 1, 2024.
23. PURCHASING AND PROCUREMENT/DHHS
Approve 2nd Modification with **Williams Scotsman, Inc.** for the modular building at the Department of Health and Human Services located at 251 E. Webster St., Colusa.
24. PURCHASING AND PROCUREMENT/MIGRANT HOUSING
Approve Purchase Order No. 47511072024 with GONLED for light fixtures and bulbs at the Migrant Housing Center under CivicBuys Contract 00004707 and authorize the Purchasing Agent to sign the purchase order.
25. PURCHASING AND PROCUREMENT/RISK MANAGEMENT
Approve contract with **Everon, LLC** for the monthly monitoring of the alarm system within the Clerk-Recorder's Office and the camera system within the Historic Courthouse.
26. PURCHASING AND PROCUREMENT/INFORMATION TECHNOLOGY
Approve contract with **Technique Communications** for as needed network and telephone wiring on a time and materials basis.
27. PURCHASING AND PROCUREMENT/VARIOUS
Approve the purchase of 176 computers for multiple departments throughout the County using 3 vendors - Natix using state contract #1-21-70-08A; NWN Corporation using CA Statewide contract 1-22-70-30 and Dell Technologies using NASPO Computer Equipment PA - CA Contract C000001115143 for a total of \$192,690.52 and authorize the Purchasing Agent to sign purchase orders 40811222024, 40811222024A, 40811222024B, 40811222024C, and 40811222024D.
28. PURCHASING AND PROCUREMENT
Approve a purchase in the amount of \$24,142.50 from Motorola Solutions, Inc. for a Motorola GTR 8000 base radio that will replace the 30 year old repeater at the Sutter Buttes site and authorize the Purchasing Agent to sign Purchase Order 52011212024.

END OF CONSENT AGENDA

IV. HUMAN RESOURCES

1. Approve a salary range adjustment for the Chief Deputy District Attorney classification within the District Attorney's Office, from MGT35 (\$9,001 - \$14,756) to MGT39 (\$9,937 - \$16,287) per month, effective January 1, 2025; further adjust the salary range from MGT39 (\$9,937-\$16,287) to MGT44 (\$11,247 - \$18,427) effective January 1, 2026.

2. Adopt the Revised Job Class Table to Reflect Hourly Rate Range Increase for Extra Help, Effective December 1, 2024, and Correct the Job Class Table Approved by the Board on November 12, 2024, with an Effective Date of December 1, 2024.

V. AUDITOR

1. Reject CA Northern Railroad's Claims for Refund of Unitary tax for fiscal years 2019-2020 through 2022-2023 and direct the Auditor-Controller to provide CA Northern Railroad notice of rejection via a rejection letter.
2. Reject Wild Goose LLC's Claim for Refund of Unitary tax and direct the Auditor-Controller to provide Wild Goose LLC notice of rejection via a rejection letter.

VI. COMMUNITY DEVELOPMENT DEPARTMENT

1. Receive a presentation on the current Draft of the Maxwell Community Plan and provide any desired input.
2. Adopt a Resolution authorizing recordation of Parcel Map #PD-24-12 for Kalfsbeek Smith Living Trust and authorize the County Surveyor to record said map.

VII. COUNTY ADMINISTRATIVE OFFICE

1. Approve FY 24/25 Revenue and Appropriations Inter-Budget adjustment IB-008-IB-012. **(4/5 vote required)**
2. Approve Special Claim as follows:

<u>Invoice#</u>	<u>Fund/Department</u>	<u>Vendor</u>	<u>Amount</u>
2606	Board of Supervisors	Paris Kincaid Wasiewski	\$1612.50
2651	Board of Supervisors	Paris Kincaid Wasiewski	825.00
2631	Board of Supervisors	Paris Kincaid Wasiewski	450.00
875895	Health & Human Svcs	Parents as Teachers	1325.00
876501	Health & Human Svcs	Parents as Teachers	220.00
876502	Health & Human Svcs	Parents as Teachers	600.00
102424CLT11942	Behavioral Health	Sutter Cntr for Psychiatry	3467.94
091024CLT20400	Behavioral Health	Sutter Cntr for Psychiatry	4623.92
080924CLT9119	Behavioral Health	Sutter Cntr for Psychiatry	4623.92
20454	Public Works	Three B's Toilet Rentals	246.00

VIII. BOARD OF SUPERVISORS

1. Adopt Resolution Requesting Increased Tariffs on Sheep.
2. Cast ballot (Group 1 Counties) for County Medical Services Program (CMSP) Governing Board Election-Supervisor Position for Group 1 Counties.
3. **SITTING AS THE COLUSA COUNTY AIR POLLUTION CONTROL DISTRICT**
Adopt a Resolution authorizing the District to accept grant funds awarded under the California Air Resources Board's Greenhouse Gas Emission Standards for Crude Oil and Natural Gas Facilities - Implementation and

Enforcement. **Further**, approve Grant Agreement with the **California Agency Air Resources Board**, effective January 1, 2025 and authorize the Air Pollution Control Officer to sign.

IX. SUPERVISORS' REPORTS OR COMMENTS

X. STATE OR FEDERAL LEGISLATION/GENERAL BUDGETARY MATTERS

RECESS

XI. CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to Government Code Section 54956.9 (d)(2): One matter.
2. EXISTING LITIGATION - Conference with legal counsel pursuant to Government Code § 54956.9, subdivision (d)(1) concerning litigation that has been formally initiated. *Kelley McDowell v. County of Colusa, et.al.* Colusa County Superior Court Case Number CV24624
3. EMPLOYEE PERFORMANCE EVALUATION
California Government Code section 54957(b). Title: County Counsel.

9:30 a.m. **PUBLIC HEARING**

COMMUNITY DEVELOPMENT DEPARTMENT

1. Public Hearing and adoption of a proposed Resolution to approve the submittal of a revised Program Income Only Community Development Block Grant (CDBG) application for the lease and rehabilitation of property to establish a temporary shelter for victims of domestic violence.

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.



Request For County Board of Supervisors Action

MEETING DATE: December 17, 2024

DEPARTMENT: County Administrative Office

FROM: Wendy Tyler

SUBJECT: Adopt Proclamation Honoring Arnold Gross Upon His Retirement

Adopt Proclamation Honoring Arnold Gross Upon His Retirement

Detailed Description/Background of request

Prior Board Action

Fiscal Impact/Funding Source

Action for the Clerk

ATTACHMENTS:

- Arnie's proclamation (DOCX)

WHEREAS, Arnold “Arnie” Gross, Jr. graduated from CSU, Chico with a degree in Business in Agriculture Business in 1984; and

WHEREAS, after graduating from CSU, Chico, Arnie. was hired as an Appraiser by the Colusa County Assessor's office in April 4, 1984; and

WHEREAS, Arnie. continued to master his craft as an Appraiser and was promoted to the Chief Appraiser on January 1, 2008; and as expected by his peers, continued to excel with the increased level of workload and responsibility; and

WHEREAS, Arnie, with 29 years of experience, decided to run for Assessor in the 2013 June election, and was elected to the position of Assessor; a position he has been re-elected to every four years since without opposition and with goals of success for the County as a whole, approaching each term with commitment and dedication to the County of Colusa; and

WHEREAS, during his tenure in office, and prior thereto as an Appraiser, Arnie experienced firsthand the many changes brought forth by the voters of California and worked with other County Assessor's to efficiently implement those changes as required by law; and

WHEREAS, in addition to his duties as Assessor Arnie. also coached the Colusa High School Golf team for eleven years and also refereed Football and Basketball for many years in the North State; and

WHEREAS, in his free time Arnie enjoys golfing, spending time with his two beautiful daughters and now looks forward to a well earned retirement as a new opportunity to experience those things that time and responsibilities have always hindered; and

NOW, THEREFORE, BE IT RESOLVED, that the County of Colusa does hereby wish Arnold Gross, Jr. well in his upcoming retirement and thank him for his decades of service to the residents of Colusa County.

PASSED AND ADOPTED THIS 17th DAY OF December 2024

Gary J. Evans, Chair
Colusa County Board of Supervisors

Attachment: Arnie's proclamation (10220 : Proclamation for Arnold Gross)



Request For County Board of Supervisors Action

MEETING DATE: December 17, 2024

DEPARTMENT: County Administrative Office

FROM: Wendy Tyler

SUBJECT: Adopt Proclamation Honoring Daniel Charter Upon His Retirement

Adopt Proclamation Honoring Daniel Charter Upon His Retirement

Detailed Description/Background of request

Prior Board Action

Fiscal Impact/Funding Source

Action for the Clerk

ATTACHMENTS:

- Dans proclamation (DOCX)

WHEREAS, Daniel A. Charter grew up in Arbuckle, CA, attended college at Chico State and graduated in 1978 with 4 degrees; and

WHEREAS, the following years were filled with raising his two sons John and Ward, working for several CPA firms and a brief stint in farming; and

WHEREAS, during this timeframe Daniel received his CPA license, Real Estate license and his license to practice law; and

WHEREAS, while working for a CPA firm in Hollister, Dan met with a Tax Collector who had his feet kicked up on his desk while deciding on his next fishing trip, and in that moment Dan knew that was the job he wanted; and

WHEREAS, in 1986 Dan decided he would seek the Office of Treasurer-Tax Collector for Colusa County; and

WHEREAS, Dan won that election and has been re-elected every four years since, serving a total of 38 years in the position; and

WHEREAS, in 1988 when Gene Moore retired, the Public Administrator responsibilities were redirected to Dan; and

WHEREAS, Dan has been the highest yielding Treasurer-Tax Collector for most of his tenure, and is currently the longest serving Treasurer-Tax Collector in the State; and

WHEREAS, Dan is an avid traveler, and it is often said that he spends more time in the air than in the office.

NOW, THEREFORE, BE IT RESOLVED, that the County of Colusa does hereby wish Dan well in his upcoming retirement and thank him for his decades of service to the residents of Colusa County.

PASSED AND ADOPTED THIS 17th DAY OF December 2024

Gary J. Evans, Chair
Colusa County Board of Supervisors



Request For County Board of Supervisors Action

MEETING DATE: December 17, 2024

DEPARTMENT: County Administrative Office

FROM: Wendy Tyler

SUBJECT: Adopt Proclamation Honoring Gary J. Evans Upon His Retirement

Adopt Proclamation Honoring Gary J. Evans Upon His Retirement

Detailed Description/Background of request

Prior Board Action

Fiscal Impact/Funding Source

Action for the Clerk

ATTACHMENTS:

- DRAFT Proclamation for Gary Evans (DOCX)



PROCLAMATION OF THE COLUSA COUNTY BOARD OF SUPERVISORS HONORING GARY J. EVANS, SUPERVISOR, DISTRICT IV, FOR HIS DEDICATION AND LEADERSHIP TO COLUSA COUNTY

WHEREAS, Supervisor Gary J. Evans is a 4th generation life-long resident of Colusa County who grew up in the Stonyford-Lodoga area; and

WHEREAS, Supervisor Evans attended Maxwell High School where he graduated in 1973; and

WHEREAS, Supervisor Evans worked for the USDA Forest Service in Fire Management for 12 years after he graduated; and

WHEREAS, Supervisor Evans owned a small sawmill, logging and contracting business for many years; and

WHEREAS, Supervisor Evans ran for and was elected to the Colusa County Board of Supervisors in November of 2004 and has been re-elected four time since; and

WHEREAS, Supervisor Evans has continuously shown his passion for Colusa County in his numerous campaigns, stating he had “unfinished business” with various projects; and

WHEREAS, Supervisor Evans sat as Chairman of the Board of Supervisors during the years 2009, 2012, 2017, 2018, 2021 and 2024; and

WHEREAS, Supervisor Evans has actively participated in numerous Committees and Commissions such as the local cemetery district, recreation district, local landowner groups and regional agriculture related boards and committees; and

WHEREAS, Supervisor Evans has been a devoted advocate for local citizens, farmers and agriculture; and

WHEREAS, Supervisor Evans has personally introduced and coordinated a variety of projects in Colusa County that have included County, State, and Federal agencies, and multiple private landowners working toward common goals with a positive “we’re all in this together” attitude; and

WHEREAS, Supervisor Evans has played a key role in bringing the Sites Reservoir Project to reality, and has made a point of tending to the needs of landowners being impacted by the project, as well as ensuring the County’s agricultural interests have access to the water they need; and

WHEREAS, Supervisor Evans takes great interest in the County budget year after year, ensuring prudent spending and creating a fiscally sound organization; and

WHEREAS, Supervisor Evans has defended the Constitutional and Civil Rights of the local citizens, businesses, schools, churches and organizations, including the creation and passing of a Resolution affirming the obligation of the government and all of its agents to conduct its affairs in a manner that preserves, protects and defends the fundamental and absolute rights of the People, and ensuring the County of Colusa will establish nothing that will reasonably abridge its citizens of their Constitutional freedoms ; and

WHEREAS, Supervisor Evans has always shown gratitude to the Board Clerks for being his email communicators as he “does not do computers”; and

NOW, THEREFORE, BE IT PROCLAIMED, that the Colusa County Board of Supervisors extends their sincere appreciation to Supervisor Gary J. Evans for his service for the past twenty years and his commitment to the County of Colusa and its citizens, and extend their best wishes to him in retirement.

PASSED AND ADOPTED this 17th day of December 2024.

J. Merced Corona, District I
District V

Daurice K. Smith, District II

Kent S. Boes, District III

Janice A. Bell, District V

Attachment: DRAFT Proclamation for Gary Evans (10222 : Proclamation for Gary Evans)



Request For County Board of Supervisors Action

MEETING DATE: December 17, 2024

DEPARTMENT: Board of Supervisors

FROM: Patricia Rodriguez

SUBJECT: Approve the November 12, 2024 Regular Meeting Minutes.

Approve the November 12, 2024 Regular Meeting Minutes.

Detailed Description/Background of request

The Board of Supervisors held a duly noticed meeting November 12, 2024, 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:

- 11-12-24 Minutes (PDF)

Board of Supervisors

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

**County of Colusa**

Wendy G. Tyler, CAO/Clerk to the
 Board of Supervisors/Risk Manager
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**COLUSA COUNTY
 BOARD OF SUPERVISORS**

Minutes

November 12, 2024

**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 12th day of November 2024 at the hour of 9:00 a.m. Present: Supervisors Janice A. Bell, J. Merced Corona, Daurice K. Smith, Kent S. Boes and Gary J. Evans.

Opening Prayer - Pledge of Allegiance

PERIOD OF PUBLIC COMMENT

Ms. Hessong expresses gratitude and thanks the Board and the Clerk-Recorder's Office for addressing her election concerns. She distributes a letter regarding the 2024 elections results. **(Letter on file in the Clerk's office)**

ANNOUNCEMENT OF CLOSED SESSION.

Counsel announces Closed Sessions items 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. Wild Goose Storage, LLC. Vs. Colusa County. Colusa County Superior Court Case Number CV24718.
2. CLOSED SESSION: PUBLIC EMPLOYMENT
 California Government Code 54957(b). Title: Community Development Director.
1. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION
 Initiation of litigation pursuant to Government Code Section 54956.9 (d)(4): One matter.

I. STAFF REPORTS

Ms. Edwards distributes an Election Summary Report and states today is the last day to receive ballots in the mail. She further states that the election will not be certified until December 5, 2024. **(Report on file in the Clerk's office)**

Mr. Azevedo reports on November 7, 2024 the Boating and Waterway Commission voted to approve a two million dollar grant, which was applied for by the Bureau of Reclamation for the construction of a boat ramp at East Park Reservoir.

Ms. Tyler states the County will begin the process to launch the 211 program within the County. She states she received a letter from the State Fire Marshal concerning the Fire Hazard Severity Zone for the Local Responsibilities Areas. She further states the maps and data will be available from the State in January 2025 and we will be coordinating with the Fire Chiefs Association.

CONSENT AGENDA

Chair Evans makes time for the approval of Consent Item No.'s 1 through 18.

Supervisor Corona request Item No. 6 to be pulled and considered separately.

Chair Evans so directs.

Approve Consent Items No.'s 1 through 5 and 7 through 18.

1. BOARD OF SUPERVISORS
Approve the October 29, 2024 Regular Meeting Minutes.
2. APPOINTMENT/WILLIAMS CEMETERY DISTRICT
Reappoint Jane Christy (Dist. 3) to the Williams Cemetery District term effective November 24, 2024 through November 23, 2028. **(Application received: Jane Christy)**
3. APPOINTMENT/PRINCETON FIRE PROTECTION DISTRICT
Reappoint Chris Torres to the Princeton Fire Protection District, effective December 1, 2024 through November 30, 2028. **(Application received: Chris Torres)**
4. APPOINTMENTS/RESOURCE CONSERVATION DISTRICT
Reappoint Elizabeth Nall, Walt Seaver and Alex Struckmeyer as members to the Resource Conservation District, effective November 28, 2024 to November 27, 2028. **(Applications Received: Elizabeth Nall, Walt Seaver and Alex Struckmeyer)**
5. SHERIFF
Ratify Contract No. **C24-201** Project Agreement (No. G24-03-05-L01/Contract No. C32-36-085), with the **California Department of Parks and Recreation** for on-going OHV Grant-Law Enforcement, effective October 4, 2024.
7. TREASURER
Accept October 2024 Treasury Monthly Investment Report as presented.
8. AG COMMISSIONER
Approve Contract No. **C24-202** Cooperative agreement (No. 24-0388-002-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, 2024.

9. PURCHASING AND PROCUREMENT/CLERK-RECORDER

Approve Contract No. **C24-203** with **Everon, LLC** for procurement and installation of an upgraded alarm system within the Clerk-Recorders Office and an upgraded camera system within the Historic Courthouse.

10. PURCHASING AND PROCUREMENT/BEHAVIORAL HEALTH

Approve Contract No. **C24-204** with **Psynergy Programs, Inc.** for residential care facility and specialty mental health services, effective September 1, 2024

11. PURCHASING AND PROCUREMENT/COUNTY COUNSEL

Ratify Contract No. **C24-205** with **O'Neil Law Firm, Inc.** for minor's counsel representation.

12. PURCHASING AND PROCUREMENT/MAINTENANCE

Approve Contract No. **C24-206** with **Swierstok Enterprise Inc., dba Pro Builders** for the replacement of one window on the second floor of the Historic Courthouse located at 546 Market St., Colusa.

13. PURCHASING AND PROCUREMENT/BEHAVIORAL HEALTH

Approve Contract No. **C24-207** with **Precision West Telecommunications, dba Precision West Technologies** for procurement and installation of door access controls located at 162 E. Carson St, Colusa.

14. PURCHASING AND PROCUREMENT/MIGRANT HOUSING

Approve Contract No. **C24-208** with **All About Construction and Electrical, LLC** for barrier arm operators and vehicle detection loops for the Migrant Housing Center located at 400 Theater Rd., Williams, Ca.

15. PURCHASING AND PROCUREMENT/CAO - BUILDING AND GROUNDS

Approve Contract No. **C24-209** Open-End (Equity) Lease Rate Quote number Q8400356 with **Enterprise Fleet Management** for one vehicle for the Building and Grounds Maintenance Department and authorize the Purchasing Agent to sign.

16. PURCHASING AND PROCUREMENT/ENVIRONMENTAL HEALTH

Ratify purchase order 71910212024 in the amount of \$44,474.33 for the purchase of one 2025 Ford Explorer for the Environmental Health Department as an approved fixed asset purchase in the FY 24-25 budget.

17. HEALTH AND HUMAN SERVICES

Approve Contract No. **C24-210** a 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.

18. ADMINISTRATION

Adopt a Proclamation recognizing November 18, 2024 through November 22, 2024 as California Clerk of the Board of Supervisors week.

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

Chair Evans makes time for Consent Item No. 6.

SHERIFF

6. Approve Contract No. **C24-211** a grant agreement (Equipment Grant # C24L0602) between the Colusa County Sheriff's Office and the **State of California, Department of Parks and Recreation Division of Boating and Waterways**, for the purchase of dive gear.

Comments received by Lt. Cooper.

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

III. COLUSA COUNTY OFFICE OF EDUCATION

1. Annual update regarding Williams Settlement Site Visits. **(Executive Summary Report on file in Clerk's Office)**

Comments received by Mr. West.

9:35 a.m. (9:30 a.m. on Item on Agenda)

PUBLIC HEARING

Chair Evans makes time for a Public Hearing, introduction by title only, and adoption of an Ordinance approving a CEQA Exemption and Zoning Code Text Amendment to revise the setbacks for Telecommunication Facilities in Industrial Zoning Classifications.

Comments received by Mr. Plucker.

9:40 a.m. Chair Evans opens the Public Hearing and calls for public comment. Hearing none, Chair Evans closes the Public Hearing.

COMMUNITY DEVELOPMENT DEPARTMENT/COMMUNITY DEVELOPMENT

1. Adopt **Ordinance No. 838** approving a CEQA Exemption and Zoning Code Text Amendment to revise the setbacks for Telecommunication Facilities in Industrial Zoning Classifications.

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

9:41 a.m. (9:30 a.m. on Item on Agenda)

PUBLIC HEARING

Chair Evans makes time for a Public Hearing, introduction by title only, and adoption of an Ordinance approving a CEQA Exemption and Zoning Code Text Amendment to amend the Residential District's Use Table for Religious Facilities and Institutions uses and to amend said definition to correct a spelling error and to expand the definition to allow ancillary uses.

Comments received by Mr. Plucker.

9:47 a.m. Chair Evans open the Public Hearing and calls for public comment. Hearing none, Chair Evans closes the Public Hearing.

2. Adopt **Ordinance No. 839** approving a CEQA Exemption and Zoning Code Text Amendment to amend the Residential District's Use Table for Religious Facilities and Institutions uses and to amend said definition to correct a spelling error and to expand the definition to allow ancillary uses.

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

Chair Evans declares a recess at 9:48 a.m. and states they are now sitting as the Air Pollution Control District Board with all Directors present.

9:48a.m. (9:30 a.m. Item on Agenda)

PUBLIC HEARING

SITTING AS THE AIR POLLUTION CONTROL DISTRICT BOARD

Chair Evans makes time for a Public Hearing and Presentation of the 2024 AB 2588 Air Toxics "Hot Spots" Program Report.

Comments received by Ms. Allen, Mr. Ryan and Ms. Tyler.

10:01 a.m. Chair Evans opens the Public Hearing and calls for public comment. Hearing none, Chair Evans closes the Public Hearing. No action taken.

Chair Evans adjourns as the Colusa County Air Pollution Control District at 10:02 a.m. and states they are now sitting as the Colusa County Board of Supervisors with all Supervisors present.

VI. HUMAN RESOURCES

1. Approve salary range adjustments for Public Works Road Maintenance classifications of Public Works Laborer, Road Maintenance Worker Trainee, Road Maintenance Workers I-II-III-IV, Road Maintenance Lead Worker, Public Works Supervisor, Traffic Control Technician I-II, Heavy Equipment Mechanic, Equipment Maintenance Supervisor, and Public Works Superintendent, effective November 1, 2024.

Comments received by Ms. Rhodes.

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

2. Modify all sworn peace officers including Supervising Probation Officer, Deputy Probation Officer I/II as well as DSA recognized safety positions including Chief Probation Officer, Assistant Chief Probation Officer and Probation Assistant to work 40 hours a week rather than the current 37.5 hours a week, effective December 1, 2024.

Comments received by Ms. Rhodes, Ms. Tyler and Mr. Roger.

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

3. Adopt Revised Job Class Table to Reflect Cost-of-Living Adjustments, effective October 1, 2024; further approve Job Class Table to Reflect Salary Range Adjustments for Road Maintenance Division Classifications, effective November 1, 2024; and further approve Job Class Table to Reflect Salary Range Adjustments for All Sworn Peace Officers and DSA-Recognized Safety Positions in the Probation Department Following the Change in Work Week Hours from 37.5 to 40, effective December 1, 2024.

Comments received by Ms. Rhodes.

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

4. Amend Personnel Rule 1.105 Probationary Periods, section “f” *Probationary Extension* to ensure understanding of the application of the rule.

Comments received by Ms. Rhodes.

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

VII. PUBLIC WORKS/ROAD DEPARTMENT/EAST PARK ENTERPRISE

1. Adopt **Ordinance No. 840** of the Colusa County Board Of Supervisors, State Of California, amending Sections 46-04, and 46-08 of Chapter 46 of the Colusa County Code prescribing the rules, regulations and fees for the East Park Reservoir

Comments received by Mr. Azevedo.

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

VIII. COUNTY ADMINISTRATIVE OFFICER

1. Adopt **Resolution No. 24-042** Declaring Certain County Owned Property Surplus Land Pursuant to the California Surplus Land Act (A portion of Assessor's Parcel Number 018-250-011, also known as Sand Creek Pit, Arbuckle, California.)

Comments received by Ms. Tyler and Mr. Azevedo.

RESULT:	ADOPTED [4 TO 1]
MOVER:	Smith
SECONDER:	Boes
AYES:	Evans, Boes, Smith, Bell
NAYS:	Corona

Chair Evans declares a recess at 10:33 a.m. and states they are now sitting as the Colusa County Air Pollution Control District with all Directors present.

IX. BOARD OF SUPERVISORS

1. **SITTING AS THE COLUSA COUNTY AIR POLLUTION CONTROL DISTRICT**

Adopt **Resolution No. 24-043** Approving and Authorizing the Application to Administer The Carl Moyer Memorial Air Quality Standards Attainment Program and the Moyer Rural Assistance Program.

Comments received by Mr. Ryan and Ms. Allen.

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

Chair Evans adjourns the Colusa County Air Pollution Control District at 10:36 a.m. and states that they are now sitting as the Colusa County Board of Supervisors with all Supervisors present.

2. Designate Supervisor Smith as the 2025 Delegate and Supervisor Bell as the Alternate for the Rural County Representatives of California (RCRC) Board of Directors.

Comments received by Ms. Tyler.

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

3. Designate Supervisor Smith as the 2025 Delegate and Supervisor Bell as the Alternate for Golden State Finance Authority (GSFA) Board of Directors.

Comments received by Ms. Tyler.

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

4. Designate Supervisor Smith as the 2025 Delegate and Supervisor Bell as the Alternate for the Golden State Connect Authority (GSCA) Board of Directors.

Comments received by Ms. Tyler.

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

5. Designate Supervisor Smith as the 2025 Delegate and Michael Azevedo as the Alternate for the Rural Counties' Environmental Services Joint Powers Authority (ESJPA)

Comments received by Ms. Tyler.

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

6. Approve Comment Letters to USDI-Bureau of Indian Affairs for Non-Gaming Land Acquisition Application Case No. 50799 and No. 53870 filed by the Cachil Dehe Band of Wintun Indians of the Colusa Indian Community of the Colusa Rancheria

Comments received by Ms. Tyler and Ms. Allen.

RESULT:	APPROVED [4 TO 1]
MOVER:	Bell
SECONDER:	Boes
AYES:	Evans, Corona, Boes, Bell
NAYS:	Smith

7. Approve a letter in support of Nevada County's application for Launch Ready Funding for a Psychiatric Health Facility (PHF) and a Mental Health Rehabilitation Center (MHRC).

Comments received by Mr. Hobson.

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

8. Cast ballot (Group 1 Counties) for County Medical Services Program (CMSP) Governing Board member.

Comments received by Ms. Tyler.

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

9. Modify 2024 Board of Supervisors Meeting Calendar Changing Meeting from December 10, 2024 to December 17, 2024

Comments received by Ms. Tyler.

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

10. Approve the 2025 Board of Supervisors Meeting Calendar.

Comments received by Ms. Tyler.

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

11. Interviews and possible appointment for the upcoming vacancy in the position of Treasurer/Tax Collector/Public Administrator. **(Application received: Cindy Dillard)**. Appoint Cindy Dillard as Treasurer/Tax Collector for the remainder of the unexpired term effective January 1, 2025.

Comments received by Ms. Dillard, Mr. Charter and Ms. Tyler.

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

X. SUPERVISORS' REPORTS OR COMMENTS
Supervisor Bell

Meetings/functions attended:

City of Colusa Council meeting
 North State Drinking Water solutions Network meeting
 Colusa-Glenn Groundwater Authority Workshop
 Clerk-Recorder's office on Election Day
 PG&E Statewide Cooperation call during PSPS
 Treasury Oversight Committee meeting
 Janus Solar Ad-Hoc meeting
 RWE Mixer at Rocco's
 Salmon Bend Winter Show with Art Council
 IWRE Pop Up Event
 Ruck for Vets
 Veterans Memorial Event
 NACo Leadership Academy
 Correspondence with Constituents
 Burchfield Halloween Costumes Parade

Supervisor Corona

Meetings/functions attended:

Fallen Office Event
 Sac Sierra EMS meeting
 Treasury Oversight Committee meeting
 Speaker at Blue Angel of Hope Event
 First 5 Commission meeting
 Colusa County Police Officers Memorial

Supervisor Boes

Meetings/functions attended:

Transportation and Transit meeting
 Burchfield Halloween Costume Parade

Supervisor Smith

Meetings/functions attended:

Public Interviews
 Transportation and Transit meeting
 NCCC meeting
 NCWA meeting
 Clerk-Recorder's office on Election Day
 Ladies Aid Bazaar
 Agenda Review

Supervisor Evans

Meetings/functions attended:

Transportation and Transit meeting
 Agenda Review
 Met with PG&E Rep
 Working on project for Goat Mountain

XI. STATE OR FEDERAL LEGISLATION/GENERAL BUDGETARY MATTERS
 None.

Chair Evans declares a recess at 11:33 a.m. to reconvene in Closed Session.

XII. CLOSED SESSION

1. EXISTING LITIGATION - Conference with legal counsel pursuant to Government Code § 54956.9, subdivision (d)(1) concerning litigation that has been formally initiated. Wild Goose Storage, LLC. Vs. Colusa County. Colusa County Superior Court Case Number CV24718.

2. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION
Initiation of litigation pursuant to Government Code Section 54956.9 (d)(4): One matter.

Chair Evans declares a recess at 12:05 p.m. to reconvene in Closed Session at 1:15 p.m.

3. CLOSED SESSION: PUBLIC EMPLOYMENT California Government Code 54957(b). Title: Community Development Director.

Chair Evans adjourned the meeting at 3:02 p.m. to reconvene in Regular Session on December 17, 2024 at the hour of 9:00 a.m.

Gary J. Evans, Chair

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

BY _____
Patricia Rodriguez, Deputy Clerk



Request For County Board of Supervisors Action

MEETING DATE: December 17, 2024

DEPARTMENT: Treasurer

FROM: Cindy Dillard

SUBJECT: Accept November 2024 Treasury Monthly Investment Report as presented.

Accept November 2024 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_24 Treasury Report (PDF)

COLUSA COUNTY
TREASURER'S MONTHLY INVESTMENT REPORT

AS OF: 11/30/24
DATE: 12/10/24

MUNICIPAL BONDS	PURCHASED	BOOK VALUE	YIELD	COUPON	ORIGINAL FACE PAR	COUNTY PAR	US WEALTH MGMT PAR	MATURITY	MARKET VALUE	GAIN/ LOSS	DATE SOLD	PERCENTAGE OF PORTFOLIO
574348CD8	11/12/20	701,604.68	1.02%	1.275%	707,917.00	700,000.00	700,000.00	06/01/25	687,547.00			
797299LXO	10/28/20	638,917.35	0.85%	3.640%	698,221.80	615,000.00	615,000.00	10/15/25	610,565.85			
260888AD4	02/23/21	400,802.26	0.87%	0.972%	402,096.00	400,000.00	400,000.00	06/01/26	379,224.00			
130179KW3	02/05/21	829,504.06	1.51%	3.181%	878,528.00	800,000.00	800,000.00	04/01/27	770,000.00			
899141BB0	02/05/21	657,018.62	1.18%	2.713%	693,578.75	635,000.00	635,000.00	05/01/27	608,628.45			
260888AE2	02/23/21	602,847.12	1.20%	1.367%	606,030.00	600,000.00	600,000.00	06/01/27	555,462.00			
971252AH4	05/27/21	186,215.74	2.03%	2.220%	187,332.85	185,000.00	185,000.00	08/01/28	169,559.90			
971252AK7	05/27/21	267,390.34	2.38%	2.560%	268,806.10	265,000.00	265,000.00	08/01/30	235,905.65			
971252AL5	05/27/21	570,853.28	2.48%	2.660%	574,085.20	565,000.00	565,000.00	08/01/31	495,154.70			
797879CF2	11/24/21	260,592.32	2.20%	2.278%	261,175.20	260,000.00	260,000.00	03/01/28	242,156.20			
7978692R2	11/24/21	3,128,485.27	2.00%	2.768%	3,188,047.50	3,025,000.00	3,025,000.00	07/01/31	2,721,743.75			
6723225N45	11/23/21	1,273,804.45	1.87%	2.061%	1,280,104.10	1,265,000.00	1,265,000.00	08/01/28	1,165,988.45			
38122NB35	11/12/21	12,199,113.16	1.87%	2.246%	12,312,952.55	12,000,000.00	12,000,000.00	06/01/29	10,868,520.00			
79739GPE0	12/09/21	712,148.65	2.07%	2.356%	717,276.00	700,000.00	700,000.00	07/01/31	611,758.00			
835588BC7	01/27/22	523,892.25	2.12%	2.088%	523,892.25	525,000.00	525,000.00	03/01/29	475,807.50			
13048VZT8	01/05/22	503,809.36	2.35%	2.511%	505,880.00	500,000.00	500,000.00	02/01/30	457,345.00			
13048VZU5	01/05/22	395,660.65	2.63%	2.661%	395,975.65	395,000.00	395,000.00	02/01/31	357,830.50			
055022AK3	01/27/22	1,162,697.28	2.42%	2.635%	1,168,906.00	1,150,000.00	1,150,000.00	08/01/30	1,035,954.50			
79770GJG2	12/15/21	2,035,448.72	2.21%	2.543%	2,052,020.00	2,000,000.00	2,000,000.00	08/01/30	1,812,960.00			
79739GPM2	12/09/21	252,837.68	2.04%	2.256%	254,220.00	250,000.00	250,000.00	07/01/30	222,097.50			
854434AH0	11/12/21	542,137.85	2.08%	2.340%	548,475.75	535,000.00	535,000.00	04/01/30	477,664.05			
38122ND33	03/30/22	1,876,660.00	3.77%	3.037%	1,876,660.00	2,000,000.00	2,000,000.00	08/01/32	1,746,560.00			
189344FE9	11/23/21	1,000,000.00	2.25%	2.250%				06/01/31	882,040.00			
Municipal Total		30,722,441.07			31,100,280.70	30,370,000.00	30,370,000.00		27,570,473.00			16.6%
US Treasury/Agency Securities												
3133ENZP8*	08/29/22	5,475,000.00	4.90%	4.900%	5,475,000.00	5,475,000.00	5,475,000.00	06/29/32	5,439,412.50			
3130B2N27*	09/10/29	2,995,000.00	5.25%	5.250%	2,995,000.00	2,995,000.00	2,995,000.00	09/10/29	2,995,838.60			
3130B3MA8*	11/07/24	7,500,000.00	5.25%	5.250%	7,500,000.00	7,500,000.00	7,500,000.00	11/07/29	7,500,450.00			
Treasury/Agency Total		15,970,000.00			15,970,000.00	15,970,000.00	15,970,000.00		15,935,701.10			8.6%
Grand Total		\$ 46,692,441.07			47,070,280.70	46,340,000.00	46,340,000.00		43,506,174.10			
Interest Liability		-										
NET BOOK		46,692,441.07										
										Unrealized		
										(3,186,266.97)	Gain/Loss	

CALIFORNIA ASSET MANAGEMENT PROGRAM

COUNTY \$134,347,788.71
COP Project Fund* \$5,701,452.04

7 Day Avg

4.81%

LAIF/STATE OF CALIFORNIA LOCAL AGENCY FUND

		QTR TO DATE	DAILY
SRWSLD	71,476.47	4.50%	4.45%
REC DIST 108	69,970.87	4.50%	4.45%
REC DIST 1004	-	4.50%	4.45%
COUNTY	194.79	4.50%	4.45%
CCOE	135.96	4.50%	4.45%
TOTAL LAIF	141,778.09		
CASH	3,678,851.82		
TOTAL LIQUID	138,168,418.62		
GRAND TOTAL	\$ 184,860,859.69		

74.74% Liquidity

INTEREST RECEIVED

Oct-Nov 2024	1,382,484.65	11/30/2024	Est. 4.50%
July-Aug-Sept 2024	3,255,354.99	9/30/2024	7.56%
Apr-May-June 2024	1,868,644.08	6/30/2024	4.14%
Jan-Feb-Mar 2024	1,958,136.37	3/29/2024	4.44%
Oct-Nov-Dec 2023	1,710,187.05	12/29/2023	3.88%
July-Aug-Sept 2023	1,923,740.36	9/30/2023	4.73%
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%

Note 1: US Wealth Management did the bond valuation.

Note 2: Liquidity (excluding RD LAIF accounts that are segregated) is

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 astrick (*) 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.

74.72%

DANIEL A. CHARTER
TREASURER-TAX COLLECTOR



Request For County Board of Supervisors Action

MEETING DATE: December 17, 2024

DEPARTMENT: Board of Supervisors

FROM: Patricia Rodriguez

SUBJECT: Reappoint David Gordon to the Princeton Fire Protection District, effective November 29, 2024 through November 28, 2028. (Application received: David Gordon)

Reappoint David Gordon to the Princeton Fire Protection District, effective November 29, 2024 through November 28, 2028. (Application received: David Gordon)

Detailed Description/Background of request

Mr. Gordon's term expired on November 28, 2024 and he has submitted an application for reappointment to serve a term effective November 29, 2024 through November 28, 2028.

Mr. Gordon meets the requirements of the Health and Safety code 13841 requiring members to reside within the District. Additionally this vacancy was advertised in the newspaper of local circulation per California Government Code section 54973 (Maddy Act) on December 12, 2023.

Prior Board Action

Mr. Gordon last appointed December 24, 2020.

Fiscal Impact/Funding Source

None.

Action for the Clerk

Send letter and oath to David Gordon PO Box 155, Princeton, CA 95970 and send copy of letter to district.

ATTACHMENTS:

- Application from David Gordon (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@countyofcolusaca.gov

Office Use Only
RECEIVED
Date Stamp

OCT 30 2024

COUNTY OF COLUSA
BOARD OF SUPERVISORS

APPLICANT INFORMATION

NAME OF COMMITTEE/COMMISSION/DISTRICT/OTHER:

Princeton Fire Dist. Board

NAME OF APPLICANT:

David Gordon

LIST YOUR PHYSICAL AND MAILING ADDRESS IF DIFFERENT:

5599 Hwy 45
P.O. Box 155, Princeton, Ca 95970

CITY:

Princeton

PHONE:

530-521-9794

E-MAIL:

david.gordon1553@gmail.com

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 am on the Board my term ends at the end of November
I want to apply for another term as director.

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 from David Gordon (10215 : Reappointment to the Princeton Fire Protection District)



Request For County Board of Supervisors Action

MEETING DATE: December 17, 2024

DEPARTMENT: Board of Supervisors

FROM: Patricia Rodriguez

SUBJECT: Reappoint John Miller to the Sacramento River Fire Protection District effective November 17, 2024 through November 16, 2028 (Application received: John Miller)

Reappoint John Miller to the Sacramento River Fire Protection District effective November 17, 2024 through November 16, 2028 (**Application received: John Miller**)

Detailed Description/Background of request

Mr. Miller has submitted an application to be re-appointed to the Sacramento River Fire Protection District to serve a 4-year term effective November 17, 2024 through November 16, 2028.

This vacancy was advertised in newspaper of local circulation per California Government Code section 54973 (Maddy Act) on December 22, 2023.

Prior Board Action

Mr. Miller was last appointed November 10, 2020.

Fiscal Impact/Funding Source

None.

Action for the Clerk

Send notice of appointment and oath of office to John Miller, 8652 Ceres Ave., Knights Landing, CA 95645 and a copy of the appointment letter to Jeff Winters, 235 Market Street, Colusa, CA 95932.

ATTACHMENTS:

- Application from John Miller (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@countyofcolusaca.gov

Office Use Only
RECEIVED
Date Stamp

NOV 04 2024

COUNTY OF COLUSA
BOARD OF SUPERVISORS

APPLICANT INFORMATION

NAME OF COMMITTEE/COMMISSION/DISTRICT/OTHER:

SAC River Fire

NAME OF APPLICANT:

John Miller

LIST YOUR PHYSICAL AND MAILING ADDRESS IF DIFFERENT:

8652-Ceres Ave Knights Landing

CITY:

PHONE:

E-MAIL:

530-682-1808

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: DAURICE

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

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 from John Miller (10216 : Reappointment to Sacramento River Fire Protection District)



Request For County Board of Supervisors Action

MEETING DATE: December 17, 2024

DEPARTMENT: Board of Supervisors

FROM: Patricia Rodriguez

SUBJECT: Reappoint William Barrett (Dist. 4) to the Maxwell Cemetery District effective December 13, 2024 through December 12, 2028. (Application received: William Barrett)

Reappoint William Barrett (Dist. 4) to the Maxwell Cemetery District effective December 13, 2024 through December 12, 2028. **(Application received: William Barrett)**

Detailed Description/Background of request

Mr. Barrett has submitted an application to be reappointed to serve a 4-year term on the Maxwell Cemetery District effective December 13, 2024 through December 12, 2028.

Mr. Barrett meets the requirement set by Health and Safety Code 9022 requiring Trustees be a voter within the District. This vacancy was advertised in the newspaper of local circulation per California Government Code section 54973 (Maddy Act) on December 22, 2023.

Prior Board Action

None.

Fiscal Impact/Funding Source

None.

Action for the Clerk

Send notice of appointment and oath of office to: William Barrett, P.O. Box 674, Maxwell, CA 95955 and send notice to district office.

ATTACHMENTS:

- Application Williams Barrett (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@countyofcolusaca.gov

Office Use Only
RECEIVED
Date Stamp

NOV 18 2024

COUNTY OF COLUSA
BOARD OF SUPERVISORS

APPLICANT INFORMATION

NAME OF COMMITTEE/COMMISSION/DISTRICT/OTHER:

Maxwell Cemetery

NAME OF APPLICANT:

William Barrett

LIST YOUR PHYSICAL AND MAILING ADDRESS IF DIFFERENT:

4125 Sutton Rd. P.O. Box 674

CITY:

Maxwell

PHONE:

844-3844

E-MAIL:

bbarrett-7@hotmail.com

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:

We have made a number of improvements
and I would like to see a few more
projects completed.

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 Williams Barrett (10217 : Reappointment to the Maxwell Cemetery District)



Request For County Board of Supervisors Action

MEETING DATE: December 17, 2024

DEPARTMENT: Board of Supervisors

FROM: Patricia Rodriguez

SUBJECT: Reappoint Peter Peterson to the Cortina Creek Flood Control & Flood Water Conservation District, effective December 15, 2024 to December 14, 2028. (Application received: Peter D. Peterson)

Reappoint Peter Peterson to the Cortina Creek Flood Control & Flood Water Conservation District, effective December 15, 2024 to December 14, 2028. **(Application received: Peter D. Peterson)**

Detailed Description/Background of request

Mr. Peterson is seeking reappointment to the Cortina Creek Flood Control & Flood Water Conservation District. Mr. Peterson meets the requirements of the Health and Safety Code requiring Trustees to be a landowner within the District.

This term expiration was published in the newspaper of local circulation per California Government Code section 54973 (Maddy Act) December 22, 2023.

Prior Board Action

Mr. Peterson was last appointed December 15, 2020.

Fiscal Impact/Funding Source

None.

Action for the Clerk

Send notice of appointment and oath of office to Peter D. Peterson P.O. Box 3668, Chico, CA 95927 and send notification of appointment to district office

ATTACHMENTS:

- Application from Peter Peterson (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@countyofcolusaca.gov

Office Use Only

Date Stamp

RECEIVED**OCT 15 2024****COUNTY OF COLUSA
BOARD OF SUPERVISORS****APPLICANT INFORMATION**

NAME OF COMMITTEE/COMMISSION/DISTRICT/OTHER:

Cortina Creek Flood Control & Flood Water Conservation District

NAME OF APPLICANT:

Peter D. Peterson

LIST YOUR PHYSICAL AND MAILING ADDRESS IF DIFFERENT:

PO Box 3668, Chico, CA 95927

CITY:

Chico

PHONE:

530-891-1493

E-MAIL:

peterdpeterson@aol.com

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 own 1 1/2 mile of Cortina Creek with 3 miles of bank and levee to protect.

I have served on District Board for many years and provide some continuity - history

Currently I serve on the Sacramento River Reclamation District, have served as Pres

President of the Butte County Water Commission, Rock Creek Reclamation District

Past President of Sacramento Valley Land Owners Assn.

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 from Peter Peterson (10171 : Reappointment to Cortina Creek Flood Control & Flood Water Conservation District)



Request For County Board of Supervisors Action

MEETING DATE: December 17, 2024

DEPARTMENT: District Attorney

FROM: Devin Kelley

SUBJECT: Authorize the District Attorney or Official Designee to apply, sign, and accept the Victim Witness Assistance Program Grant Subaward VW24 29 0060/VW24024601 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 or Official Designee to apply, sign, and accept the Victim Witness Assistance Program Grant Subaward VW24 29 0060/VW24024601 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, December 19, 2023.

Fiscal Impact/Funding Source

Current Match Waiver Requests have been approved. This is a revenue generating agreement for the County in the amount of \$270,428.

Action for the Clerk

Send Certified Board Order to Devin Kelley at the District Attorney's Office.

Action Item (ID # 10043)

Meeting of December 17, 2024

ATTACHMENTS:

- 20241107151809 (PDF)

Notification of Application Approval

10/16/2024 3:45 PM

To: Devin Kelley

GRANT SUBAWARD APPLICATION APPROVAL

Program: Template Instance Name}

Grant Subaward #: VW24024601

The California Governor's Office of Emergency Services (Cal OES) has approved your Grant Subaward application. The full Grant Subaward can be viewed or downloaded in Grants Central. **You may request payment for eligible Grant Subaward expenditures incurred during the Grant Subaward performance period/period of performance.**

Please contact your Cal OES Program Analyst, through Grants Central

CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES

GRANT SUBAWARD FACE SHEET

This Grant Subaward Face Sheet summarizes the Grant Subaward for **VW24024601**

The full Grant Subaward includes all application information provided by the Subrecipient, all attestations, and requirements included in the Program Supplemental. Subrecipients can access, download, and print the full Grant Subaward in the Grants Central System.

1. **Subrecipient** County of Colusa - District Attorney's Office **1a. UEI#:** HB96CDAJKLC1
2. **Implementing Agency:** Colusa County District Attorney's Office
3. **Location of Project/Services:** Colusa Colusa County 95932-2431
(City) (County) (Zip+4)
4. **Program:** Victim/Witness Assistance - VW24
5. **Grant Subaward Performance Period/Period of Performance:** 10/1/2024 to 9/30/2025
6. **Indirect Cost Use: 15% De Minimis** **Federally Approved ICR (if applicable): %**

Grant Year	Fund Source	A. State	B. Federal	C. Total	D. Cash Match	E. In-Kind Match	F. Total Match	G. Total Cost
2024	2024 VCGF	\$108,671		\$108,671	\$0	\$0	\$0	\$108,671
2024	2024 VOCA		\$136,529	\$136,529	\$0	\$0	\$0	\$136,529
2024	2024 VWA0	\$25,228		\$25,228	\$0	\$0	\$0	\$25,228
	Total Project Cost	\$133,899	\$136,529	\$270,428	\$0	\$0	\$0	\$270,428

Authorized Agent

Federal Employer Identification #: 94-6000508

<u>Brendan Farrell</u>	<u>District Attorney</u>	<u>Brendan Farrell</u>	<u>9/4/2024</u>
Name	Title	Signature	Date
<u>310 6TH ST</u>	<u>COLUSA</u>	<u>95932-2431</u>	
Payment Mailing Address	City	ZIP Code	

I hereby certify upon my personal knowledge that budgeted funds are available for the period and purposed of this expenditure stated above.

<u>Mary Rucker</u>	<u>10/8/2024</u>	<u>Eric Swanson</u>	<u>10/16/2024</u>
Cal OES Fiscal Officer	Date	Cal OES Director or Designee	Date

Awarding Official Contact - Cal OES			
Name	Title	Address	Phone
Nancy Ward	Director	3650 Schriever Avenue, Mather CA 95655	916-845-8506

Program Description
The purpose of the Program is to maintain Centers in each of California's 58 counties to provide comprehensive services to victims/survivors and witnesses of `ksxodr neuhmdnsbq d+ot q t` msn B` kngm Odmi kBncd #02724-

Attachment: 20241107151809 [Revision 1] (10043 : Authorize the District Attorney to apply/sign for CalOES Grant)

CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES

GRANT SUBAWARD FACE SHEET

This Grant Subaward Face Sheet summarizes the Grant Subaward for **VW24024601**

The full Grant Subaward includes all application information provided by the Subrecipient, all attestations, and requirements included in the Program Supplemental. Subrecipients can access, download, and print the full Grant Subaward in the Grants Central System.

	2024 VCGF	2024 VOCA	2024 VWA0
State/Federal	State	Federal	State
ENY	2024	2024	2024
Chapter #	35	22	22
Service Location	14030	18404	14300
Item #	0690-105-0001	0690-102-0890	0690-101-0903
State Budget Program #	452	451	101
FAIN	N/A	15POVC-24-GG-00612-ASSI	N/A
Performance Period	07/01/24 - 06/30/27	10/01/23 - 09/30/27	07/01/24 - 06/30/27
State Budget Fund	State General Fund	Federal Trust Fund	State Penalty Fund
Assistance Listing	N/A	16.575	N/A
Program	Victim/Witness Assistance - VW24	Victim/Witness Assistance - VW24	Victim/Witness Assistance - VW24
Mach Required	No	Yes	No
Project ID	OES24VCGFSUPP00	OES24VOCA000012	OES24VWA0000000
Amount	\$108,671	\$136,529	\$25,228
Speed Chart	2024-14030	2024-18404	2024-14300
Grantor	N/A	Office for Victims of Crime	N/A
Federal Award Date	N/A	09/05/2024	N/A
Research & Development Program	N/A	No	N/A

Attachment: 20241107151809 [Revision 1] (10043 : Authorize the District Attorney to apply/sign for CalOES Grant)

Programmatic Narrative Form

Narrative Questions/Responses

Question 1

Briefly describe the plan to provide all mandatory services outlined in the VW Supplemental Program Components and indicate any significant changes to your Program for the 2024-25 Grant Subaward performance period.

In the coming grant year, Colusa Victim Witness plans to continue in its efforts to provide all mandatory and optional services to anyone who may be eligible. We make continued efforts to stay in close contact with law enforcement so that Victim Witness may be notified when a high priority case occurs. This effort ensures that mandatory services such as crisis intervention, emergency assistance, and VCB application assistance can get started right away. When Victim Witness gets notified of an event that would warrant those resources, we either respond out to the scene if it's safe to do so, or we make contact with the victim first thing the next business day. By making close to immediate contact with the victim we can establish immediate needs and move forward from there. In addition to that, we have continued to prepare ourselves for these events by purchasing emergency resources such as clothing and hygiene products so that we are prepared should they be needed. When assisting victims with VCB applications, we also address counseling needs and refer them to counselors in our area who accept VCB benefits should they be awarded to the victim. We provided assistance orienting the victim to the criminal justice system in a couple of ways, with high priority cases where we make in person or phone contact, we will go over all other mandatory services with them then and there, as well as provide brochures outlining resources and rights since things like that can be easily forgotten in difficult times. We speak to the victim about orientation to the criminal justice process, ask them if they need friends, family, or employer notification, we ask them if they'd like to receive case updates and be notified of court proceedings, and we explain court support to those who wish to be present in court. Once the case gets moving in the criminal process, we then keep victims up to date on case statuses and explain the proceedings to them, assist them with impact statements should they wish to write one, and assist in explaining plea negotiations and dispositions when the time comes. We luckily do not typically have issues with property return not going as it should, but in the event that a victim needs assistance with property return we explain the process and communicate with the Law Enforcement Evidence Technicians to get the victims their property back.

Question 2

This section is for additional space to answer Question 1.

In cases where immediate in person or telephone contact is not made, we send letters and brochures via the mail explaining all victims rights, resources, and services listed above. Once the victim receives the information via the mail, we typically receive a phone call from the victim and then speak to them and verbally explain all resources and services. Colusa Victim Witness also continues to meet with Law Enforcement monthly to continue their education in Victim Witness, the services we can provide, and upholding victims rights.

Question 3

Briefly describe the optional services listed in the VW Supplemental Program Components that your VW Center provides to victims/survivors.

When it comes to optional services, Colusa County Victim Witness has yet to deny any requests for optional services. We make every effort to be as helpful as possible in assisting victims navigate difficult situations, and we plan to continue to do so. We frequently prioritize speaking about crime prevention with members of the community as well as assist members of the public with restraining order questions when they come in. During the criminal proceedings, we provide a space in the office for victims and witnesses to wait for their case, as well as providing transportation when it is safe and necessary.

Question 4

Provide a brief status update of the VW Center's crisis response and Mass Victimization (MV) Assistance plan for crime-related MV/terrorism incidents. Include after hours contact information.

Colusa Victim Witness has not made any changes to the crisis response plan in the past grant year, but the program continues to grow in its knowledge. We continue to attend the MVA quarterly roundtables to learn more about possible changes and growth opportunities, and we frequently check our Go-Bags to ensure that all supplies are still good and in working condition. The current after hours contact is Bitsy West, the Victim Witness Program Coordinator, and her work cell phone is 530-434-8073.

Question 5

Describe how volunteers are used to support the Program. If volunteers are not used, email a completed Volunteer Waiver Request to your Grants Analyst for approval and upload the approved copy to your VW24 Application.

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 its efforts to obtain a volunteer as the benefits to both the volunteer and our department are well appreciated.

Question 6

List information for all field offices in the county including address, telephone numbers, employees assigned to the office, and supervisor(s) contact information.

Colusa County Victim Witness, located in the Colusa County District Attorney's Office.
310 6th Street, Colusa CA 95932
General Line 530-458-0545
VW Direct Line 530-458-0554

Brendan Farrell, Subaward Director
Bitsy West, Advocate Coordinator and Program Point of Contact
Devin Kelley, Office Manager and Financial Officer

Question 7

This section is for additional space to answer Question 6.

N/A

PERSONNEL COSTS

Line Item Identifier	Description	FTE	Calculation	2024 VCGF		2024 VOCA		2024 VWA0		Total
				FS	Match	FS	Match	FS	Match	
Victim Witness Advocate Coordinator	Administers services to all victims of crime, along with all other duties for this department.	1		\$84,239				\$25,228		\$109,467
Office Manager/Fiscal Officer	Administers and monitors the grant and budget along with payroll, A/R, A/P, and all other fiscal duties.	0.17		\$24,432		\$235				\$24,667
VW Advocate I/Extra Help	Extra Help	0.133333				\$8,956				\$8,956
Workers Comp	Workers Comp	1				\$555				\$555

INDIRECT COSTS

Line Item Identifier	Description		Calculation	2024 VOCA		FS	Match	FS	Match	Total
				FS	Match					
Indirect Costs	Use for Auditor, Treasurer, Personnel, Custodian, IT, Purchasing, HR		Total budget = \$270,428 - \$24,801 - (Reg/rent) \$2250 x .15 = \$36,506.55 Claiming less			\$24,801				\$24,801

TRAVEL COSTS

Line Item Identifier	Description	Out of State	Calculation	2024 VOCA		FS	Match	FS	Match	Total
				FS	Match					
VW CDA Conf. - Date & Location TBD	Registration Fees - \$300 Airfare - \$400 Hotel \$150 x 4 - \$600 Meals/Incidentals \$64/day x 4 days - \$256 Parking/Shuttle \$150	N				\$1,706				\$1,706
Sexual Assault Training - Date & Location TBD	Registration Fees - \$400 Airfare - \$300 Hotel \$200 x 3 - \$600 Meals/Incidentals \$64/day x 3 days - \$192 Parking/Shuttle \$120	N				\$1,612				\$1,612
CCVAA Crisis Response Training - Date & Time TBD	Airfare - \$400 Hotel \$200 x 5 - \$1000 Meals/Incidentals \$64/day x 5 days - \$320 Parking/Shuttle \$150	N				\$1,870				\$1,870
NOVA Conference - Date & Location TBD	Registration Fees - \$650 Airfare - \$1000 Hotel \$200 x 6 - \$1200 Meals/Incidentals \$64/day x 6 days - \$384 Parking/Shuttle \$60	Y				\$3,294				\$3,294
Entry Level Advocacy Training - Date & Location TB	Hotel \$300 x 3 - \$900 Meals/Incidentals \$64/day x 3 days - \$192	N				\$1,092				\$1,092

Advance Advocacy Training - Date & Location TBD	Airfare - \$300 Hotel \$200 x 5 - \$1000 Meals/incidentals \$64/day x 5 days - \$320 Parking/Shuttle \$200	N				\$1,820				\$1,820
---	---	---	--	--	--	---------	--	--	--	---------

OTHER OPERATING COSTS

2024 VOCA

Line Item Identifier	Description		Calculation	FS	Match	FS	Match	FS	Match	Total
Communications	Telephone/Fax, server, wi-fi		\$300/mo x 12 months			\$3,600				\$3,600
Cell Phone	Used by VW Advocate Coordinator for transporting & after hours incidents		\$108.33/mo x 12 months			\$1,300				\$1,300
Software	Email security, case management cost		email security- \$200 Case Management cost - \$2654			\$2,854				\$2,854
Equipment Maintenance	Click charges on photocopier, vehicle maintenance, annual alarm maintenance		Click charges on photocopier - \$480 vehicle maintenance - \$2000 annual alarm monitoring - \$50			\$2,530				\$2,530
Apparel	VW/MVA Apparel		Annual - \$2702			\$2,702				\$2,702
Office Supplies/Expense	Paper, envelopes, pens, folders, brochures, presentation materials, ink, promotional materials, misc. office items, storage supplies, printer, etc.		\$500/mo x 12 months			\$6,000				\$6,000
Postage	Postage for mailing contact letters, etc.		\$60/mo x 12 months			\$720				\$720
Membership	CCVA		annual - \$125			\$125				\$125
Fuel	Fuel		\$400/mo x 12 months			\$4,800				\$4,800
Equipment Rental	Photocopier		\$75/mo x 12 months			\$900				\$900
Update Furniture	Family Room and/or Offices Couch, TV, table, kids table, rugs, coat rack, chairs, etc.		Annual - \$10,000 (Actual costs will be reflected on future mod)			\$10,000				\$10,000
Program Supplies	Go-bags supplies, printing services outreach items/supplies, safety vests, tech supplies, etc.		Annual - \$24800			\$24,800				\$24,800
Direct Vicim Services	Fines, fees, penalties, hotel, rent, bills, food, clothing, temporary cell phone, transportation, etc.		Annual - \$30,257			\$30,257				\$30,257

Budget Total	\$108,671		\$136,529		\$25,228		\$270,428
Allocation Plan Total	\$108,671	\$0	\$136,529	\$0	\$25,228	\$0	\$270,428
Over/Under	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Application Signatures Form

Assurances/Signatures

Proof of Authority *

☒ 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.

Standard Certification of Compliance *

☒ By checking this box, I certify the Subrecipient will comply with the requirements of the Standard Certification of Compliance. I am fully aware that this certification is made under penalty of perjury under the laws of the State of California.

Program Standard Assurance Addendum *

☒ The undersigned represents that he/she is authorized to enter into this Addendum for and on behalf of the Applicant/Subrecipient. Applicant/Subrecipient understands that failure to comply with this Addendum or any of the assurances may result in suspension, termination, reduction, or de-obligation of funding. Applicant/Subrecipient agrees to repay funds in the event there is a violation of grant assurances.

Fund Assurances *

☒ By checking this box, I certify I have read all applicable Federal Fund Grant Subaward Assurances and the Subrecipient will comply with the requirements. I am fully aware that this certification is made under penalty of perjury under the laws of the State of California.

California Public Records Act *

☒ I understand the Grant Subaward applications are subject to the California Public Records Act, Government Code section 7920.000 et seq.

Additional information: 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.

VW CalOES Grant Mgmt letter.pdf

Authorized Agent

Name: *Brendan Farrell*
Signature: *Brendan Farrell*

Title: *District Attorney*
Date: *09/04/2024*

**Request For County Board of Supervisors Action**

MEETING DATE: December 17, 2024

DEPARTMENT: Sheriff

FROM: Mathew Purcell

SUBJECT: Adopt a Resolution authorizing the Sheriff to apply for and execute the California State Parks Boating and Waterways Safety and Enforcement financial aid program and approving an agreement with the California Department of Parks and Recreation, effective July 1, 2025, to sign reimbursement claims, and authorizing the County Auditor to certify the amount of prior year's vessel taxes.

Adopt a Resolution authorizing the Sheriff to apply for and execute the California State Parks Boating and Waterways Safety and Enforcement financial aid program and approving an agreement with the **California Department of Parks and Recreation**, effective July 1, 2025, to sign reimbursement claims, and authorizing the County Auditor to certify the amount of prior year's vessel taxes.

Detailed Description/Background of request

The Department of Parks and Recreation Division of Boating and Waterways annually provides funds for the Colusa County Sheriff's Office boating unit. Each year, for the past 24 years, the Colusa County Sheriff's Office has received these monies at the authorization of the Colusa County Board of Supervisors. The Boating Patrol Unit performs search and rescue operations, recovery of drowned bodies, enforcement of state and local measures for regulation of boating activities, inspection of vessels, and supervision of organized water events on the Sacramento River, East Park Reservoir, Letts Lake and a small portion of Cache Creek. These funds under this agreement are utilized by the Boating Unit for staffing costs (of officers assigned to the Boating Unit) as well as equipment operation and maintenance costs. Funds are not to be used for vessel purchases or general costs necessary in such as drug screening tests, background checks, psychological testing, fingerprinting fees, law enforcement training unrelated to boating safety and enforcement activities, and training in weaponry.

Prior Board Action

The Board has annually, considered and approved this financial aid application for the past 24 years.

Fiscal Impact/Funding Source

This is a revenue agreement. Funding of up to \$107,210.00 is received through the Department of Parks & Recreation, Division of Boating & Waterways to cover costs as referenced above.

This does not cover the entire cost of the program, which is budgeted at \$258,151 for F.Y. 24-25. This additional cost is covered by the Colusa County General Fund, or other Special Revenue Funds.

Action for the Clerk

Please obtain the proper signatures on the Resolution and return 3 Certified Copies to Deputy Kane Lausten at the Colusa County Sheriff for processing with the application.

ATTACHMENTS:

- Resolution (DOCX)

RESOLUTION NO. 24-

**RESOLUTION OF THE COLUSA COUNTY BOARD OF SUPERVISORS
AUTHORIZING THE COUNTY SHERIFF TO APPLY FOR FUNDING AND EXECUTE
THE CALIFORNIA STATE PARKS BOATING AND WATERWAYS SAFETY AND
ENFORCEMENT FINANCIAL AID PROGRAM AGREEMENT, TO SIGN
REIMBURSEMENT CLAIMS AND AUTHORIZING THE COUNTY AUDITOR TO
CERTIFY THE AMOUNT OF THE PRIOR YEAR'S VESSEL TAXES**

WHEREAS, Section 6593.1 of Article 4.5.1 of Chapter 1 of Division 4 of Title 14 of the California Code of Regulations provides that the Boating and Safety Enforcement Financial Aid Program is a program designed to augment a participating agency's revenue for boating safety and enforcement activities;

WHEREAS, the County of Colusa is a participating agency, as defined by 14 CCR 6593.2(b), in the Boating and Safety Enforcement Financial Aid Program;

WHEREAS, Section 6593.36(a) of Article 4.5.1 of Chapter 1 of Division 4 of Title 14 of the California Code of Regulations requires that every participating agency shall enter into an annual contract with the California State Parks Department of Boating and Waterways prior to the start of the fiscal year;

WHEREAS, Section 6593.4 of Article 4.5.1 of Chapter 1 of Division 4 of Title 14 of the California Code of Regulations requires that an agency's application must include a resolution or minute order from the County Board of Supervisors authorizing the chairperson or a designated representative to sign the application and contract, sign each claim for reimbursement, and authorize the county auditor to certify the amount of prior year vessel taxes received by the County; and

WHEREAS, Section 663.7 (e) of the Harbors and Navigation Code requires that the department shall not allocate funds to any county or a public agency within a county unless the department receives a resolution adopted annually by the board of supervisors authorizing the county to participate in the program and certifying that the county will expend for boating safety programs during that year not less than an amount equal to 100 percent of the amount received by the county from personal property taxes on vessels. The money allocated to a county pursuant to subdivision (a) shall be used only for boating safety and enforcement programs, as specified in subdivision (a), that are conducted in that county.

NOW, THEREFORE, BE IT RESOLVED that the Sheriff of Colusa County is authorized, on behalf of the County of Colusa, to apply for funds, execute the California State Parks Boating and Waterways Boating Safety and Enforcement Financial Aid Program Agreement effective July 1, 2025, and sign each reimbursement claim, for the 2025-2026 Fiscal year.

BE IT FURTHER RESOLVED that the Colusa County Auditor is authorized to certify the amount of the prior year's vessel taxes.

BE IT FURTHER RESOLVED that the County is authorized to participate in the Boating and Safety Enforcement Financial Aid Program and certifies that the County will expend money under the program during the year in an amount not less than an amount equal to 100 percent of the amount received by the county from personal property taxes on vessels.

PASSED AND ADOPTED this 17th day of December 2024 by the following vote:

AYES:

NOES:

ABSENT:

Gary J. Evans, Chair

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

By:_____
Patricia Rodriguez, Deputy Clerk

APPROVED AS TO FORM:

Richard Stout, County Counsel

Attachment: Resolution [Revision 1] (10183 : Boating and Waterways Agreement)

**Request For County Board of Supervisors Action**

MEETING DATE: December 17, 2024

DEPARTMENT: Community Development Department

FROM: Steve Geiger

SUBJECT: Adopt a Resolution authorizing recordation of Parcel Map #24-09 for Barbara Mayberry and authorize the County Surveyor to record same.

Adopt a Resolution authorizing recordation of Parcel Map #24-09 for Barbara Mayberry and authorize the County Surveyor to record same.

Detailed Description/Background of Request

On June 5, 2024, the Planning Commission adopted Resolution No. 24-005 which conditionally approved Tentative Parcel Map #24-09 which provided for the subdivision of an existing 10± acre property into four parcels: 2.16 acres, 2.25 acres, 1.40 acres, and 3.46 acres. The applicant's engineer estimated these parcel sizes based on preliminary information. During the preparation of the final map and based on revised calculations, the existing subject parcel has been determined to be larger in size, resulting in Parcel 3 increasing in size from 2.16 acres to 3.11 acres (a 0.95 acre increase), and Parcel 4 having a minimal increase from 3.46 to 3.47 acres (a 0.01 acre increase). The final parcel map lot configuration matches the tentative parcel map configuration and staff believes the lot size changes represent a minor technical correction and do not alter the Planning Commission's approval findings.

Location

The project site (APN 016-230-031) is located at 2418 Engrahm Road, approximately a quarter of a mile south of the City of Williams. The parcel abuts the southern end of Engrahm Road to the west, and Zumwalt Road to the east. The northeastern edge of the parcel is approximately 300 feet from the intersection of Zumwalt Road and Crawford Road.

General Plan and Zoning

The project site has a General Plan Land Use Designation of Urban Residential (UR) and a Zoning Classification of Residential Single-Family, 8,000 square foot minimum lot size (R-1-8). The Urban Residential designation is intended to accommodate residential growth adjacent to urban centers such as Colusa, Williams, Arbuckle and Maxwell. The project site (APN 016-230-031) is located less than 1,500 feet from the southern end of

City of Williams jurisdiction, and is one of several properties in the area designated Urban Residential for current and future expansion. Division of the parcel with the intent to increase single-family residences is consistent with the Urban Residential designation. The project is consistent with the Colusa County General Plan and Zoning Ordinance.

A resolution authorizing the recordation of the map is now before the Board for its consideration. Staff recommends adoption of the resolution authorizing recordation of the parcel map.

Prior Board Action

None.

Fiscal Impact/Funding Source

Staff has not identified any fiscal impact to the County because of the parcel map recordation. The current property taxes of \$2,226.64 have been paid (Attachment #2).

Action for the Clerk

Obtain the necessary signatures on the resolution and parcel map, then notify the County Surveyor the Parcel Map is ready to be recorded.

ATTACHMENTS:

- BOS Resolution Approving Final PM 24-09 (DOCX)
- PM 24-09 Exhibit A - Mayberry PM (PDF)
- PM 24-09 Attach. #1 - PC Reso. 24-005 and Staff Report (PDF)
- PM 24-09 Attach. #2 - Pre-Paid Taxes Confirm (PDF)

RESOLUTION NO. 24-_____

**RESOLUTION OF THE COLUSA COUNTY BOARD OF SUPERVISORS
AUTHORIZING THE RECORDATION OF PARCEL MAP NUMBER 24-09 (PD-24-09)**

WHEREAS, the Colusa County Planning Commission has found that Parcel Map 24-09 attached hereto and marked as Exhibit “A” to be in accordance with the Colusa County General Plan and the Colusa County Zoning Ordinance; and

WHEREAS, the Planning Commission conditionally approved Parcel Map 24-09 (PD-24-09) pursuant to Planning Commission Resolution 24-005; and

WHEREAS, the County Surveyor and the Colusa County Community Development Department, Planning Division have reviewed the parcel map and have found it to be in compliance with the conditions of approval of Planning Commission Resolution 24-005, Colusa County’s Subdivision Ordinance and the California State Subdivision Map Act; and

NOW, THEREFORE, BE IT RESOLVED by the Colusa County Board of Supervisors that Parcel Map 24-09 attached hereto as Exhibit “A” is hereby approved for recordation.

PASSED AND ADOPTED this 17th day of December 2024 by the following vote:

AYES:

NOES:

ABSENT:

Gary J. Evans, Chairperson

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

By: _____
Patricia Rodriguez, Deputy

APPROVED AS TO FORM:

Richard Stout, County Counsel

Attachment: BOS Resolution Approving Final PM 24-09 (10224 : Resolution Approving the Recordation of Parcel Map 24-09)

OWNER'S STATEMENT

THE UNDERSIGNED, HAVING RECORD TITLE INTEREST IN THE HEREON SUBDIVIDED LANDS, DO HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS PARCEL MAP.

Barbara Mayberry
BARBARA MAYBERRY, TRUSTEE OF THE KATHLEEN R. MAYBERRY TRUST
DATED APRIL 29, 1998.

April Kraft
APRIL KRAFT, TRUSTEE OF THE KATHLEEN R. MAYBERRY TRUST
DATED APRIL 29, 1998.

Acknowledgment

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 } S.S.
County of Colusa }

On Nov 8, 2024 before me, Nancy L. Newlin a
Notary Public, personally appeared BARBARA MAYBERRY 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.

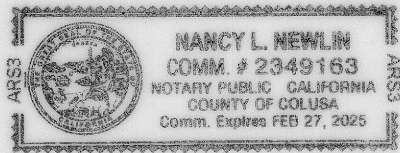
WITNESS my hand.

Nancy L. Newlin
Signature

Nancy L. Newlin
Printed Name

Notary Public

Notary Public Commission Expires: FEB 27, 2025
Commission Number: 2349163
County of Principal place of business: Colusa



RECORDER' CERTIFICATE

FILED THIS _____ DAY OF _____, 2024, AT _____ IN
BOOK _____ OF PARCEL MAPS, AT PAGE _____, AT THE REQUEST OF
BRIEN HAMILTON

CRISTY JAYNE EDWARDS
COLUSA COUNTY RECORDER
BY: _____
DEPUTY
FEE: _____

TAX COLLECTOR'S STATEMENT

I DANIEL A. CHARTER, TAX COLLECTOR OF THE COUNTY OF COLUSA, STATE OF CALIFORNIA, DO HEREBY CERTIFY THAT THERE ARE NO LIENS OF UNPAID COUNTY OR SPECIAL DISTRICT AGAINST ANY OF THE LANDS SHOWN ON THE ACCOMPANYING PARCEL MAP, EXCEPT FOR TAXES WHICH ARE NOT A LIEN BUT NOT YET PAYABLE. TAXES OR SPECIAL ASSESSMENTS WHICH ARE A LIEN BUT NOT YET PAYABLE, I ESTIMATE TO IN THE AMOUNT OF \$ 2224.64
AP# 016-230-031-000
DATED THIS 8 DAY OF NOVEMBER, 2024

DANIEL A. CHARTER
TAX COLLECTOR
COUNTY OF COLUSA STATE OF CALIFORNIA

CONDITIONS OF APPROVAL

THE CONDITIONS OF APPROVAL REQUIRED FOR THE DEVELOPMENT OF THE PARCELS CREATED BY THIS PARCEL MAP SHALL BE COMPLETED IN ACCORDANCE WITH THE CONDITIONS APPROVED BY THE PLANNING COMMISSION ON JUNE 5, 2024 PER RESOLUTION N. 24-005.

THE COUNTY CONDITIONS OF APPROVAL ARE ON FILE WITH THE COLUSA COUNTY COMMUNITY DEVELOPMENT DEPARTMENT AND ALL NEW DEVELOPMENT MUST COMPLY WITH SAID CONDITIONS INCLUDING BUT NOT LIMITED TO:

- 1.) PRIOR TO ANY WELL OR SEPTIC SYSTEM INSTALLATION OR CHANGE ALL NECESSARY PERMITS SHALL BE OBTAINED FROM THE ENVIRONMENTAL HEALTH DIVISION.
- 2.) ANY WORK WITHIN OR CONNECTION TO THE COUNTY ROAD RIGHT- OF-WAY SHALL REQUIRE AN ENCROACHMENT PERMIT FROM THE PUBLIC WORKS DEPARTMENT.

FUTURE DEVELOPMENT IS SUBJECT TO THE APPLICABLE DEVELOPMENT STANDARDS AND ARE SUBJECT TO THE PERFORMANCE STANDARDS OF THE ZONE IN WHICH THEY ARE LOCATED.

Acknowledgment

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 } S.S.
County of Colusa }

On Nov 8, 2024 before me, Nancy L. Newlin a
Notary Public, personally appeared APRIL LYNN KRAFT 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.

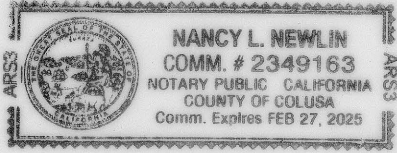
WITNESS my hand.

Nancy L. Newlin
Signature

Nancy L. Newlin
Printed Name

Notary Public

Notary Public Commission Expires: FEB 27, 2025
Commission Number: 2349163
County of Principal place of business: Colusa



BOARD OF SUPERVISOR'S CERTIFICATE

I, WENDY G. TYLER, CLERK TO THE BOARD OF SUPERVISORS, DO HEREBY CERTIFY THAT THE BOARD OF SUPERVISORS OF SAID COUNTY OF COLUSA, STATE OF CALIFORNIA, HAVE ON THIS _____ DAY OF _____, 2024, APPROVED THE PARCEL MAP FOR SUBMISSION PURPOSES IN ACCORDANCE WITH THE APPROVED OR CONDITIONALLY APPROVED "TENTATIVE" PARCEL MAP HEREOFTH FILED AND APPROVED BY THE COLUSA COUNTY PLANNING COMMISSION ON JUNE 5, 2024. I HEREBY ACKNOWLEDGE THE RECEIPT OF SATISFACTORY SECURITY IN THE COLUSA COUNTY TAX COLLECTOR'S ESTIMATE AMOUNT OF _____ TO INSURE PAYMENT OF TAXES WHICH ARE A LIEN BUT NOT YET PAYABLE.

WENDY G. TYLER, CLERK TO THE BOARD OF SUPERVISORS
COUNTY OF COLUSA, STATE OF CALIFORNIA

DEPUTY

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF KATHLEEN MAYBERRY IN JUNE 2024. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN THOSE POSITIONS WITHIN 90 DAYS OF THE COMPLETION OF IMPROVEMENTS, AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP, AND THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN.

Brien G. Hamilton
BRIEN G. HAMILTON, L.S. 8484
HAMILTON ENGINEERING INCORPORATED

11/6/24
DATE



COUNTY SURVEYOR'S STATEMENT

I, DARYL K. PRIDE DO HEREBY STATE THAT THIS PARCEL MAP HAS BEEN EXAMINED BY ME. THE SUBDIVISION AS SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE CONDITIONALLY APPROVED TENTATIVE MAP. ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND THE COLUSA COUNTY CODE, APPLICABLE AT THE TIME OF TENTATIVE MAP APPROVAL, HAVE BEEN COMPLIED WITH AND I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

Daryl K. Pride
DARYL K. PRIDE, L.S. 9150
COLUSA COUNTY SURVEYOR

11/13/24
DATE



PARCEL MAP NO. 24-09

SHOWING A DIVISION OF LOT 83 AND LOT 84 OF THE SUBDIVISION MAP OF FORGEUS ADDITION TO WILLIAMS, AS RECORDED IN BOOK 1 OF RECORD MAPS AT PAGE 59 BEING A PORTION OF SEC. 23 T.15N., R.3W., M.D.B. & M. SITUATED IN THE UNINCORPORATED AREA OF COLUSA COUNTY STATE OF CALIFORNIA

for
BARBARA MAYBERRY
2418 ENGRAHAM RD
WILLIAMS, CA 95987
O.R. 98-001855

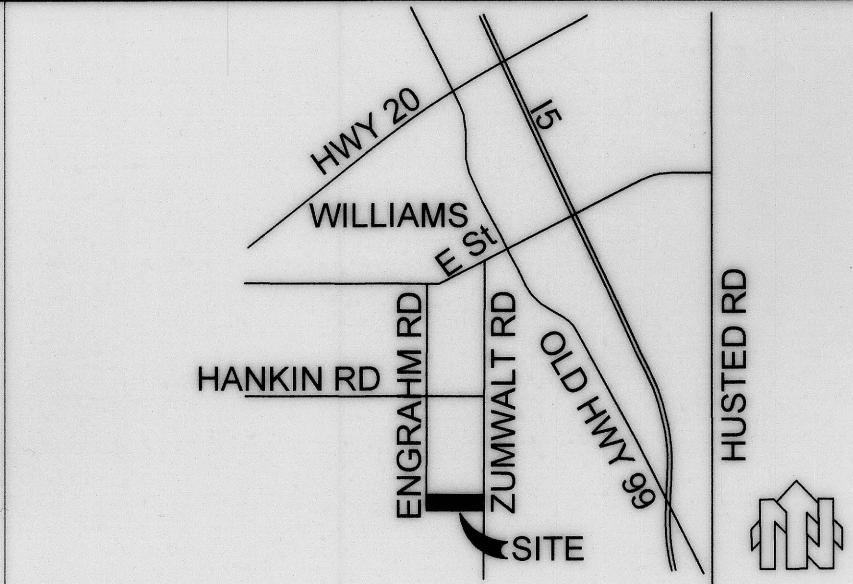
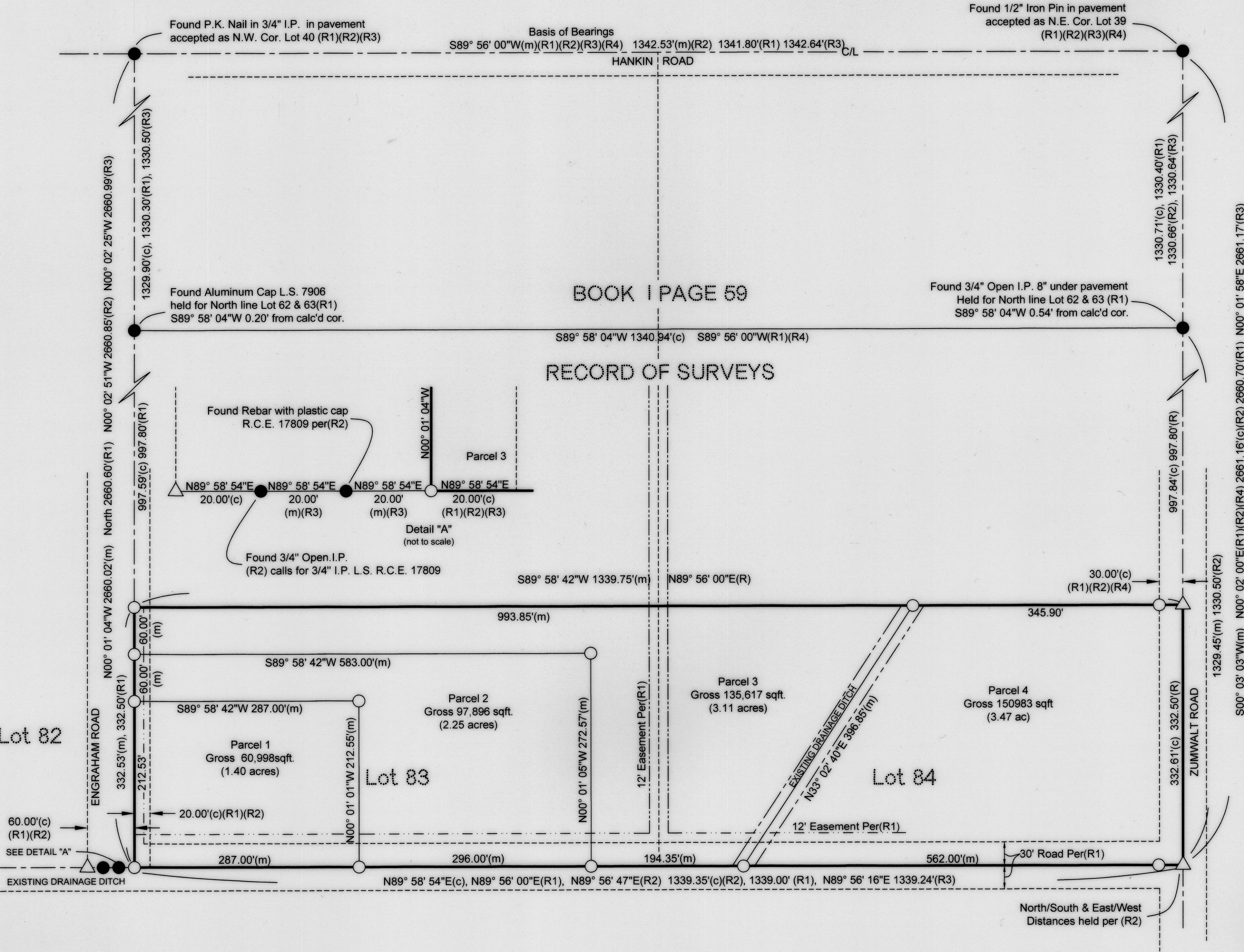
Prepared By
Hamilton Engineering Incorporated
P.O. Box 978
Orland, California 95963

July 2024

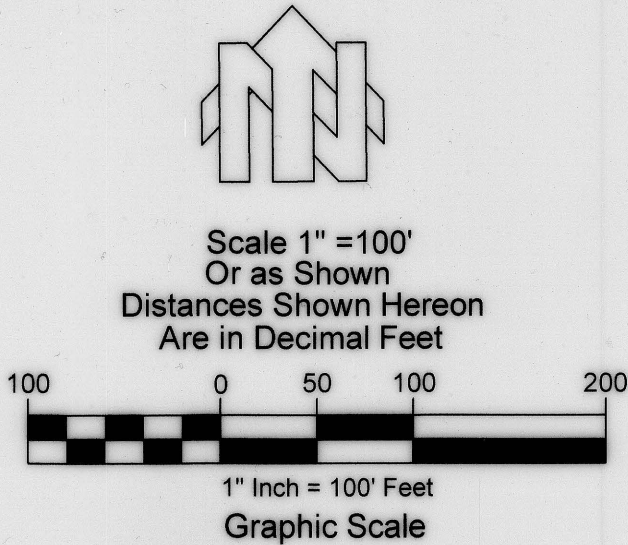
Sheet 1 of 2

EXHIBIT "A"

Basis of Bearings:
The Basis of Bearings for this survey is S89° 56' 00"W as shown in Book 1 Record of Survey, Page 59 for the the center line of Hawkins Road



Location Map
(not to scale)



Record Maps
(R1) Book 1 Record of Survey Page 59
(R2) Book 4 Parcel Maps Page 130
(R3) Book 3 Parcel Maps Page 95
(R4) Book 4 Parcel Maps Page 34

Sheet Legend

- (c) Calculated
- (m) Measured
- (R) Record information per Book 1 Maps and Surveys at page 59
- Boundary of subject parcel
- Right of ways limits
- Road Centerline
- Found Monument as described
- Set 5/8" Rebar with Plastic Cap L.S. 8484
- Calculated Point, nothing set

PARCEL MAP NO. 24-09

SHOWING A DIVISION OF LOT 83 AND LOT 84 OF
THE SUBDIVISION MAP OF FORGEUS ADDITION TO
WILLIAMS, AS RECORDED IN BOOK 1 OF RECORD
MAPS AT PAGE 59 BEING A PORTION OF SEC. 23
T.15N., R.3W., M.D.B. & M. SITUATED IN THE
UNINCORPORATED AREA OF COLUSA COUNTY
STATE OF CALIFORNIA

for
BARBARA MAYBERRY
2418 ENGRAHAM RD
WILLIAMS, CA 95987
O.R. 98-001855

Prepared By
Hamilton Engineering Incorporated
P.O. Box 978
Orland, California 95963

RESOLUTION NO. 24-005

**RESOLUTION OF THE COLUSA COUNTY PLANNING COMMISSION
ADOPTING CATEGORICAL EXEMPTIONS AND APPROVING
TENTATIVE PARCEL MAP PD-24-9 FOR BRIEN HAMILTON
(KATHLEEN R MAYBERRY TRUST)**

WHEREAS, Brien Hamilton (Kathleen R Mayberry Trust) filed an application with the Colusa County Community Development Department for a project to subdivide an existing 10± acre property into four parcels (Parcel 1 – 2.16 acres, Parcel 2 – 2.25 acres, Parcel 3 – 1.40 acres, and Parcel 4 – 3.46 acres), as detailed in Exhibit A (“Project”);

WHEREAS, the County of Colusa is the Lead Agency and pursuant to the California Environmental Quality Act (CEQA) it has determined categorical exemptions are appropriate for the Project;

WHEREAS, A Notice of Public Hearing for consideration of the proposed Tentative Parcel Map was published in accordance with all applicable requirements; and

WHEREAS, on June 5th, 2024 the Planning Commission held a public hearing on the Project at which time the Commission considered all information submitted by County staff and public testimony.

NOW, THEREFORE, BE IT RESOLVED that the Colusa County Planning Commission based on facts in the Staff Report, written and oral testimony, and exhibits presented, does the following:

- I. The project is considered to be categorically exempt from CEQA under **Cal. Code Regs. Title. 14 § Section 15315-Minor Land Divisions**:

“Class 15 consists of the division of property in urbanized areas zoned for residential, commercial, or industrial use into four or fewer parcels when the division is in conformance with the General Plan and zoning, no variances or exceptions are required, [and] all services and access to the proposed parcels to local standards are available.”

- A. Finds that the proposed statutory exemptions are adequate and reflects the independent judgment and analysis of the County, which is the lead agency.
- II. Approves the application as attached in Exhibit “A”, subject to conditions found attached as Exhibit “B” and the following Findings:

BE IT FURTHER RESOLVED that the County Planning Commission makes the following findings:

- A. The proposed project will not impair the integrity and character of the zone in which the land lies, and that the use would not be injurious or detrimental to the health, safety and general welfare of the persons residing or working in the neighborhood, or to the general health, safety and welfare of the County.

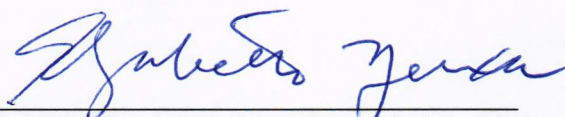
1. The Project would not be incompatible with surrounding land uses in the area.
 2. The Project is in a zoning classification conditionally suitable for the proposed use.
 3. The configuration of the parcels and improvement of the property will not conflict with easements, access through, or use of the property.
 4. Approval of this project will not be detrimental to the public health, safety and welfare with compliance of the required conditions of approval.
- B. The Project is consistent with the Colusa County General Plan Land Use Element goals and policies for the Urban Residential (U-R) land use designation.
- C. The project is consistent with the Colusa County Zoning Ordinance's Residential Single-Family (R-1) regulations.

PASSED AND ADOPTED this 5th day of June, 2024, by the following vote:

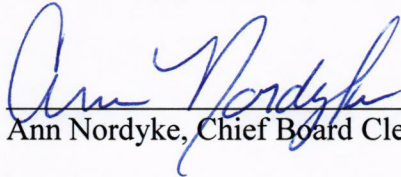
AYES: Commissioners Dave McCullough, Health Krug, John Troughton, Jr., Kirk Pendleton and Elizabeth Yerxa.

NOES: None.

ABSENT: None.


Elizabeth Yerxa, Planning Commission Chair

ATTEST: Greg Plucker, Secretary to the Colusa County Planning Commission


Ann Nordyke, Chief Board Clerk

APPROVED AS TO FORM


for Jennifer Sutton, Sr. Deputy County Counsel

Exhibit A

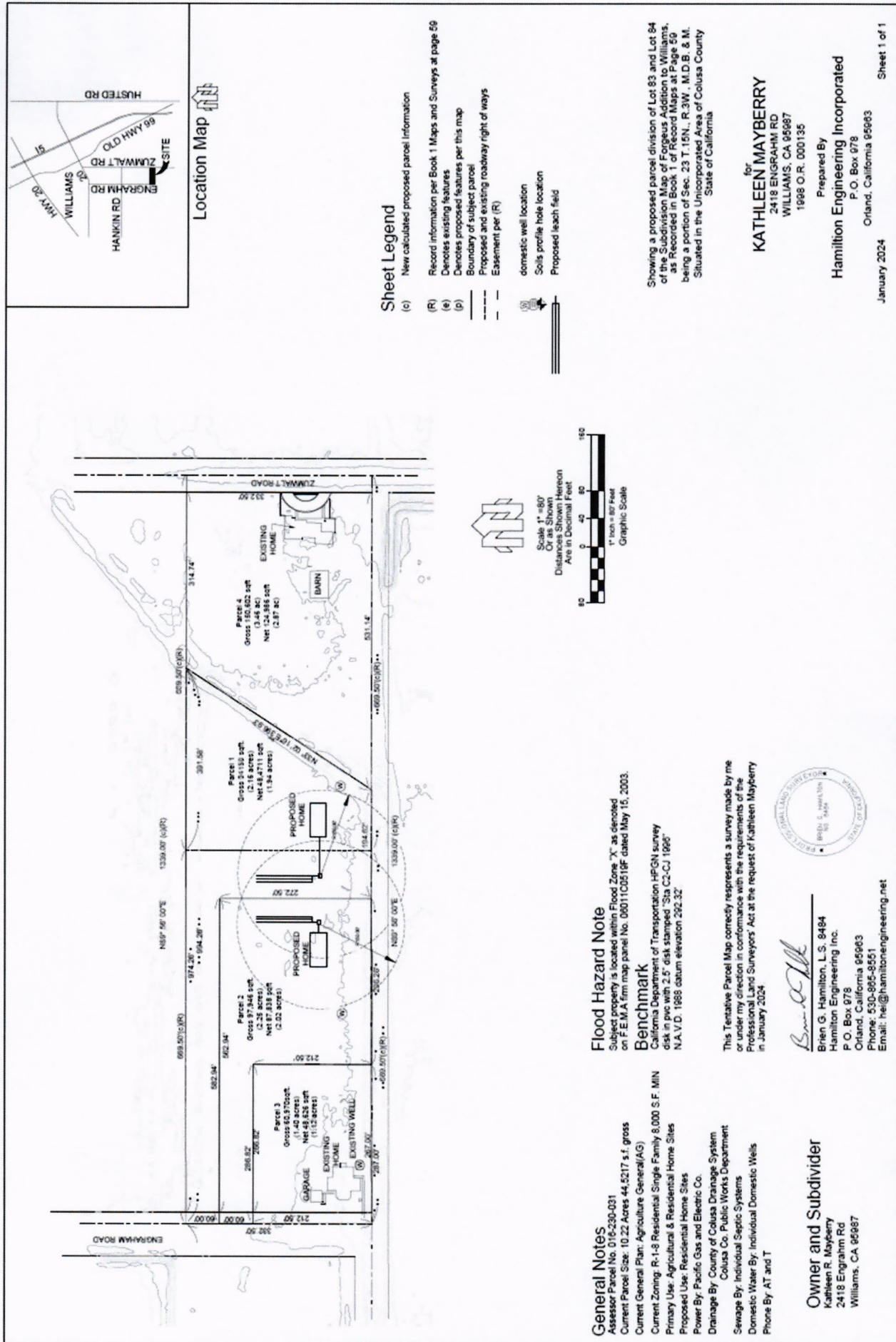


EXHIBIT "B"

Tentative Parcel Map Conditions for Brien Hamilton (Kathleen R Mayberry Trust) TPM (PD 24-9), a Tentative Parcel Map subdividing an existing 10± acre property into four parcels (Parcel 1 – 2.16 acres, Parcel 2 – 2.25 acres, Parcel 3 – 1.40 acres, and Parcel 4 – 3.46 acres)

CONDITIONS OF APPROVAL:Department of Planning and Building

1. The final Parcel Map shall conform to Tentative Map (PD 24-19) submitted and on file at the Colusa County Community Development Department and as approved by the Colusa County Planning Commission.
2. The applicant agrees, as a condition of issuance and use of this entitlement, to hold harmless, indemnify and defend the County, at applicant's sole cost and expense, in any claim, action, or proceeding brought against the County after the issuance of this entitlement because of, or resulting from, or related to, any preliminary approval or actual issuance of this entitlement. Applicant will reimburse the County for any damages, costs of any kind including staff time, and attorney fees, including court ordered attorney fees, resulting from any such claim, action or proceeding. The County shall promptly notify the applicant of any such claim, action, or proceeding and will cooperate in its defense. The County may also, at its sole discretion, participate in the defense of any such claim, action, or proceeding but such participation shall not relieve applicant of its obligations under this condition.
3. The applicant shall also comply with all state, federal and local statutes, ordinances and regulations.
4. Applications for future development are subject to the applicable development standards and are subject to the performance standards of the zone in which they are located.
5. A Conditions of Approval Section shall be included on the Parcel Map recordation cover page which states that the Conditions of Approval required for the development of the parcels created by the parcel map shall be completed in accordance with the conditions approved by the Planning Commission on said approval date. This notice shall also state that the Conditions of Approval are on file with the Colusa County Community Development Department and shall identify the applicable Resolution Number, and specifically reference the performance standards of the applicable zoning district. The final wording of this section shall be subject to the Community Development Director's review and approval prior to final map recordation.

Environmental Health

6. Prior to new well construction or any well abandonment, applicants shall obtain the necessary permits and inspection by the Environmental Health Division.

7. Prior to any septic system installation, applicants shall obtain the necessary permits and inspections by the Environmental Health Division.

Public Works

8. Any work within the County Road right-of-way shall require an encroachment permit.
9. All existing and proposed easements shall be shown on the final Parcel Map.

NOTATION:

A minor change(s) may be approved administratively by the Planning Director pursuant to Section 44-1.90.080(B)(1-5) of the Colusa County Code.

Should the Planning Director determine that any proposed change(s) does not qualify under the provisions of Section 44-1.90.080(B)(1-5), said change(s) shall be processed pursuant before the original review authority pursuant to Section 44-1.90.080(C,D,E) of the Colusa County Code.



Planning Commission

546 Jay Street, Suite 108
Colusa, CA 95932

SCHEDULED

PLANNING COMMISSION (ID # 9791)

Meeting: 06/05/24 09:00 AM
Department: Community Development Department
Category: Public Hearing
Prepared By: Alison Cunningham
Initiator: Alison Cunningham
Sponsors:
DOC ID: 9791 A

Detail

Applicant: Brien Hamilton (Kathleen Mayberry Trust)

File: PD-24-9 Hamilton (Kathleen Mayberry) TPM

General Plan: Urban Residential (UR)

Zoning: Residential Single Family (R-1-8)

Formal Title / Summary

Adopt a Resolution approving a CEQA Categorical Exemption and a Tentative Parcel Map (PD 24-9) for Brien Hamilton on behalf of the Kathleen R Mayberry Trust.

Action Requested

Adopt a Resolution approving a CEQA Categorical Exemption and a Tentative Parcel Map (PD 24-9) for Brien Hamilton on behalf of the Kathleen R. Mayberry Trust.

DETAILED DESCRIPTION/BACKGROUND OF REQUEST

The proposed application is for a Tentative Parcel Map (TPM) to divide a 10 ± acre parcel into four parcels:

Parcel 1: 2.16 acres

Parcel 2: 2.25 acres

Parcel 3: 1.40 acres

Parcel 4: 3.46 acres

The purpose of proposed TPM is to site the two existing residences and the their infrastructure onto individual lots (Parcels 3 and 4) and to create two new residential parcels (Parcel 1 and Parcel 2).

APN:

016-230-031

LOCATION:

The project site is located approximately a quarter of a mile south of the City of Williams, at 2418 Engrahm Road. The parcel abuts the southern end of Engrahm Road to the west, and Zumwalt Road to the east. The northeastern edge of the parcel is approximately 300 feet from the intersection of Zumwalt Road and Crawford Road.

PROJECT AND SITE DESCRIPTION:

The project site is 10± acres, which will be divided into four (4) parcels ranging in size from 1.40 acres to 3.46 acres. Currently, the property is used for residential purposes, and the non-operational orchard (walnut) spanning the center of the property has been cleared to make way for additional residential development. Two proposed parcels (Parcel 3 and Parcel 4) have existing residences, and Parcels 1 and 2 are intended for future single-family residences. Each proposed parcel will have its own independent access point from either Engrahm (Parcels 1, 2 and 3) or Zumwalt Road (Parcel 4). The southern end of the parcels are bordered by an irrigation canal that spans the distance between Engrahm Road and Zumwalt Road.

ANALYSIS:

General Plan and Zoning

The project site has a General Plan Land Use Designation of Urban Residential (UR) and a Zoning Classification of Residential Single-Family (R-1-8). The Urban Residential designation is intended to accommodate residential growth adjacent to urban centers such as Colusa, Williams, Arbuckle and Maxwell. APN 016-230-031 is located less than 1,500 feet from the southern end of City of Williams jurisdiction, and is one of several properties in the area designated Urban Residential for current and future expansion. Division of the parcel with the intent to increase single-family residences is consistent with the Urban Residential designation.

The project is consistent with the Colusa County General Plan:

Goal HO-2: Provide Adequate Sites and Infrastructure to Accommodate the County's Housing Needs

Policy HO-7: Use a range of zoning designations within those areas showing in the Land Use Element as "Urban Residential in Arbuckle, Maxwell, Princeton, and the unincorporated area around the cities of Colusa and Williams to encourage a mixture of residential densities and housing choice.

The minimum parcel size for parcels with the Residential Single-Family (R-1-8) Zoning classification is 8,000 sq feet (approximately .20 acres). Approval of the Tentative Parcel Map would result in the creation of four parcels ranging from 1.40-3.46 acres for residential uses, which all exceed minimum parcel size. The proposed parcel map is consistent with regulations including but not limited to minimum lot size, use and setbacks.

As a result, staff believes that the project is consistent with the Colusa County General Plan and Colusa County Zoning requirements.

Discussion

The proposed parcel map would divide the existing parcel into 4 distinct properties, each with its own individual, separated access. It would separate both of the existing residences onto their own parcels, while allowing for development of two additional residences. The project application was routed to applicable agencies for review and comment. One comment was received regarding septage setbacks for each residence. In essence, each property would have their own wells and septic systems, with appropriate setbacks for leach lines.

Staff discussed with the applicant the possibility of an easement between Parcels 1 and 2 along the northern border of the properties to create a single shared access point; instead of independent, parallel driveways. The applicant chose to move forward with the map as designed on behalf of the property owner. The inclusion of the driveways in the acreage of the new parcels result in a 'flag lot' configuration; Staff noted that this area of both Parcels 1 and 2 meet the minimum parcel width for the R-1-8 classification, and that the building area of each of these parcels is above the minimum acreage for the zone. Based on the configuration of the parcels and sizes, staff finds the configuration is acceptable. In the driveways meet the standards required by Public Works for access, safety and driveway density.

Surrounding Land Use and Compatibility

The surrounding land use comprises residential, commercial and agricultural parcels, ranging in size from 0.85 ± acres to 80 ± acres. Multiple parcels in this area are designated Urban Residential, intended as areas of residential expansion for the unincorporated areas around the City of Williams. The proposed TMP does not conflict with surrounding land uses and is compatible with the County's General Plan and Zoning.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

The project is considered to be categorically exempt from CEQA under **Cal. Code Regs. Title. 14 § Section 15315-Minor Land Divisions:**

"Class 15 consists of the division of property in urbanized areas zoned for residential, commercial, or industrial use into four or fewer parcels when the division is in conformance with the General Plan and zoning, no variances or exceptions are required, [and] all services and access to the proposed parcels to local standards are available."

The TPM will create four lots from a urban, residentially zoned parcel in conformance with the General Plan and Zoning requirements. All local services and access to the parcels have been considered and will be available to the resultant parcels.

SUMMARY

The proposed parcel map is consistent with the General Plan and Zoning requirements and is exempted from CEQA. Based upon the totality of the record, staff recommends that the Planning Commission approve the project by adopting the attached Resolution.

RESOLUTION NO. 24-9

**RESOLUTION OF THE COLUSA COUNTY PLANNING COMMISSION
ADOPTING CATEGORICAL EXEMPTIONS AND APPROVING
TENTATIVE PARCEL MAP PD-24-9 FOR BRIEN HAMILTON
(KATHLEEN R MAYBERRY TRUST)**

WHEREAS, Brien Hamilton (Kathleen R Mayberry Trust) filed an application with the Colusa County Community Development Department for a project to subdivide an existing 10± acre property into four parcels (Parcel 1 – 2.16 acres, Parcel 2 – 2.25 acres, Parcel 3 – 1.40 acres, and Parcel 4 – 3.46 acres), as detailed in Exhibit A (“Project”);

WHEREAS, the County of Colusa is the Lead Agency and pursuant to the California Environmental Quality Act (CEQA) it has determined categorical exemptions are appropriate for the Project;

WHEREAS, A Notice of Public Hearing for consideration of the proposed Tentative Parcel Map was published in accordance with all applicable requirements; and

WHEREAS, on June 5th, 2024 the Planning Commission held a public hearing on the Project at which time the Commission considered all information submitted by County staff and public testimony.

NOW, THEREFORE, BE IT RESOLVED that the Colusa County Planning Commission based on facts in the Staff Report, written and oral testimony, and exhibits presented, does the following:

- I. The project is considered to be categorically exempt from CEQA under **Cal. Code Regs. Title. 14 § Section 15315-Minor Land Divisions:**

“Class 15 consists of the division of property in urbanized areas zoned for residential, commercial, or industrial use into four or fewer parcels when the division is in conformance with the General Plan and zoning, no variances or exceptions are required, [and] all services and access to the proposed parcels to local standards are available.”

- A. Finds that the proposed statutory exemptions are adequate and reflects the independent judgment and analysis of the County, which is the lead agency.
- II. Approves the application as attached in Exhibit “A”, subject to conditions found attached as Exhibit “B” and the following Findings:

BE IT FURTHER RESOLVED that the County Planning Commission makes the following findings:

- A. The proposed project will not impair the integrity and character of the zone in which the land lies, and that the use would not be injurious or detrimental to the health, safety and general welfare of the persons residing or working in the neighborhood, or to the general health, safety and welfare of the County.

1. The Project would not be incompatible with surrounding land uses in the area.
 2. The Project is in a zoning classification conditionally suitable for the proposed use.
 3. The configuration of the parcels and improvement of the property will not conflict with easements, access through, or use of the property.
 4. Approval of this project will not be detrimental to the public health, safety and welfare with compliance of the required conditions of approval.
- B. The Project is consistent with the Colusa County General Plan Land Use Element goals and policies for the Urban Residential (U-R) land use designation.
- C. The project is consistent with the Colusa County Zoning Ordinance's Residential Single-Family (R-1) regulations.

PASSED AND ADOPTED this 5th day of June, 2024, by the following vote:

AYES:

NOES:

ABSENT:

Elizabeth Yerxa, Planning Commission Chair

ATTEST: Greg Plucker, Secretary to the
Colusa County Planning Commission

Ann Nordyke, Chief Board Clerk

APPROVED AS TO FORM

Jennifer Sutton, Sr. Deputy County Counsel

Exhibit A

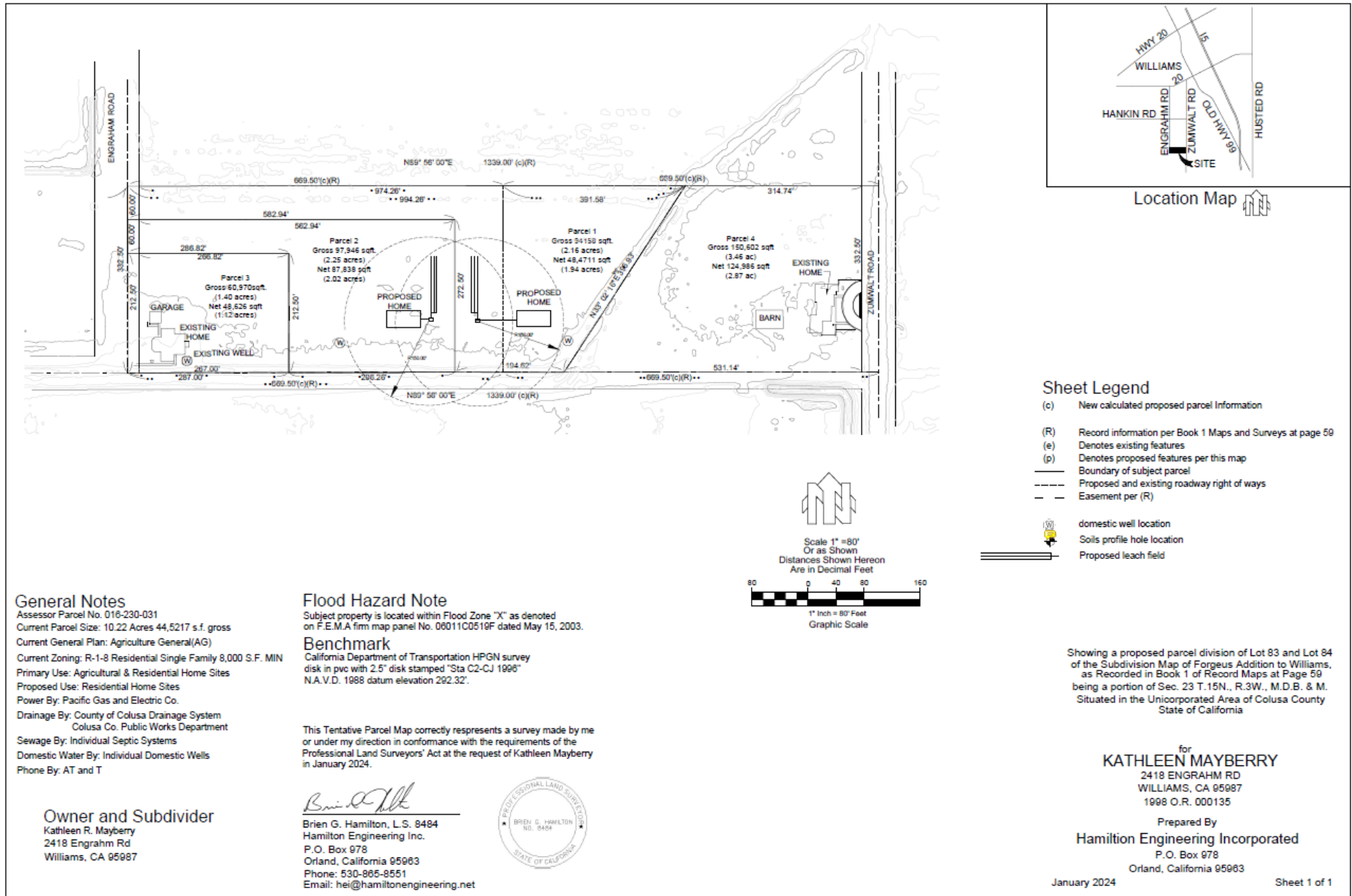


EXHIBIT “B”

Tentative Parcel Map Conditions for Brien Hamilton (Kathleen R Mayberry Trust) TPM (PD 24-9), a Tentative Parcel Map subdividing an existing 10± acre property into four parcels (Parcel 1 – 2.16 acres, Parcel 2 – 2.25 acres, Parcel 3 – 1.40 acres, and Parcel 4 – 3.46 acres)

CONDITIONS OF APPROVAL:Department of Planning and Building

1. The final Parcel Map shall conform to Tentative Map (PD 24-19) submitted and on file at the Colusa County Community Development Department and as approved by the Colusa County Planning Commission.
2. The applicant agrees, as a condition of issuance and use of this entitlement, to hold harmless, indemnify and defend the County, at applicant's sole cost and expense, in any claim, action, or proceeding brought against the County after the issuance of this entitlement because of, or resulting from, or related to, any preliminary approval or actual issuance of this entitlement. Applicant will reimburse the County for any damages, costs of any kind including staff time, and attorney fees, including court ordered attorney fees, resulting from any such claim, action or proceeding. The County shall promptly notify the applicant of any such claim, action, or proceeding and will cooperate in its defense. The County may also, at its sole discretion, participate in the defense of any such claim, action, or proceeding but such participation shall not relieve applicant of its obligations under this condition.
3. The applicant shall also comply with all state, federal and local statutes, ordinances and regulations.
4. Applications for future development are subject to the applicable development standards and are subject to the performance standards of the zone in which they are located.
5. A Conditions of Approval Section shall be included on the Parcel Map recordation cover page which states that the Conditions of Approval required for the development of the parcels created by the parcel map shall be completed in accordance with the conditions approved by the Planning Commission on said approval date. This notice shall also state that the Conditions of Approval are on file with the Colusa County Community Development Department and shall identify the applicable Resolution Number, and specifically reference the performance standards of the applicable zoning district. The final wording of this section shall be subject to the Community Development Director's review and approval prior to final map recordation.

Environmental Health

6. Prior to new well construction or any well abandonment, applicants shall obtain the necessary permits and inspection by the Environmental Health Division.

7. Prior to any septic system installation, applicants shall obtain the necessary permits and inspections by the Environmental Health Division.

Public Works

8. Any work within the County Road right-of-way shall require an encroachment permit.
9. All existing and proposed easements shall be shown on the final Parcel Map.

NOTATION:

A minor change(s) may be approved administratively by the Planning Director pursuant to Section 44-1.90.080(B)(1-5) of the Colusa County Code.

Should the Planning Director determine that any proposed change(s) does not qualify under the provisions of Section 44-1.90.080(B)(1-5), said change(s) shall be processed pursuant before the original review authority pursuant to Section 44-1.90.080(C,D,E) of the Colusa County Code.

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT the Colusa County Planning Commission will conduct Public Hearings on June 5, 2024 beginning at 9:00 a.m. in the Board of Supervisors Chambers located at 546 Jay Street, Suite 108, Colusa, CA, to consider the following applications:

Zoning Amendment, Tentative Parcel Map #PD-24-12 (Daurice Kalfsbeek Smith) – A Resolution recommending the Board of Supervisors approve a CEQA Statutory Exemption and a Zoning Amendment to apply the Small Residential Agricultural Parcel (SRAP) Overlay Zone to a 40.00 acre+ parcel. Adoption of a Resolution to approve a Statutory Exemption and a Tentative Parcel Map to divide said 40.00 acre+ parcel into an approximate 2.42 acre small residential agricultural parcel and an approximate 37.58 agricultural parcel. The property is located at 437 Grieve Road, Arbuckle (APN: 022-150-140), at the southwest corner of Eddy Road and Grieve Road, approximately 4.5 miles southeast of Arbuckle.

Tentative Parcel Map #PD-24-9 (Brien Hamilton) – Adoption of a Resolution to approve a CEQA Categorical Exemption and a Tentative Parcel Map to divide a 10.22-acre parcel into four parcels: 1.40 acres, 2.16 acres, and 2.25 acres, and 3.46 acres. The subject parcel is zoned Residential Single-Family, 8,000 sq. ft. min. (R-1-8), and is located at 2418 Engraham Road (APN 016-230-031), approximately .25 mile south of the City of Williams.

If you have questions or concerns regarding these matters, or would like to submit comments you may do so to the following: Secretary to the Planning Commission, 1213 Market Street, Colusa, CA (530)458-0480, or by e-mail at gplucker@county-ofcolusa.com. All persons are invited to attend and be heard. Additional documentation is available for review in accordance with Agenda Scheduling Deadlines at the Office of the Clerk of the Board, 547 Market Street, Ste. 102, Colusa, CA (530)458-0508. All persons are invited to attend and be heard.

If you challenge the proposed projects or environmental determinations in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered at, or prior to, the public hearing.

Dated: May 17, 2024

By: ORIGINAL SIGNED
Patricia Rodriguez, Deputy Clerk

05/24/2024 · CCPR

Asmt: 016-230-031-000 Tax Year 2024 As Of Date 11/08/2024 Owner's Name MAYBERRY KATHLEEN R TR

Description	
Situs 1	2418 ENGRAHAM RD
Situs 2	WILLIAMS CA 95987
Fee Parcel	016-230-031-000
Original Asmt	016-230-031-000
Supplemental Count	0
Rate	A00 - 0.000 rate - (0%)

Address 1	2421 ZUMWALT RD
Address 2	WILLIAMS CA 95987
Address 3	
Address 4	
CORTAC Number	
Loan Number	
Name	
Phone Number	
Lender Number	

1 PAID		2 PAID		Total
Date	10/28/2024	Date	10/28/2024	
Total Due	\$1,113.32		\$1,113.32	\$2,226.64
Total Paid	\$1,113.32		\$1,113.32	\$2,226.64
Balance	\$0.00		\$0.00	\$0.00

Status	C	TRA	071-003
Bill Type	SP	Event Date	
Taxability	000	Printed Date	09/18/2024
Roll Type	S	Acres	10.24
Fee Parcel		Owner	
Situs 1		Situs 2	
Search			

Default	Roll Changes
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Bankruptcy	Lien	Fees	Has Notes
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ASMT	Owners	Values	Tax Codes	Taxes	Part Pays\Four Pays	Coll. Refunds	R/C Refunds	Suppl. Index
1/1								
Summary Images								

Record(s) Found 2024 COLUSACOUNTY\mbsvc, 11/08/2024 12:01:20 AM

**Request For County Board of Supervisors Action**

MEETING DATE: December 17, 2024

DEPARTMENT: Community Development Department

FROM: Greg Plucker

SUBJECT: Designate Charles T. Yerxa, Jr., Esq., Angeles S. Carrion, Esq., and Sukhraj Pamma, Esq. as the County's Administrative Hearing Officers to conduct administrative hearings pursuant to County Code section 42-10(d).

Designate Charles T. Yerxa, Jr., Esq., Angeles S. Carrion, Esq., and Sukhraj Pamma, Esq. as the County's Administrative Hearing Officers to conduct administrative hearings pursuant to County Code section 42-10(d).

Detailed Description/Background of request

The County's Code Compliance Ordinance requires that any hearing be conducted by a hearing officer designated by the Board of Supervisors. The County's current hearing officers from the Steidlmayer Law firm are no longer available due to the election of Luke Steidlmayer as a superior court judge; which creates a potential conflict of interest and change in the firm's law practice.

The County's Counsel's office has arranged for three local attorney's to perform the administrative hearing officer's functions on an as-needed basis. The use of three different attorneys will ensure that there is always at least one back-up attorney available should there be a time or other conflict to preside over a particular case.

They attorneys identified are:

1. Charles T. Yerxa, Jr.: Mr. Yerxa has been practicing law since 1987 and is currently with Clark & Nelson and practices civil law. His practice is located in Colusa.
2. Angeles S. Carrion: Ms. Carrion has been practicing law since 2016. She has her own practice, Carrion Law Offices, here in Colusa. She specializes in criminal and family law, and has experience with DMV administrative hearings.
3. Sukhraj Pamma: Mr. Pamma has been practicing since 2011 and had previously been a contract public defender for the County. He currently has his own practice, Pamma Law Firm, in Yuba City. He primarily practices criminal defense work but he most likely will not have the same conflicts we may run into with our

local attorneys.

Prior Board Action

On September 18, 2018 the Board approved Daniel S. Cucchi, an attorney with the law firm of Abbott & Kindermann, as the County's hearing officer.

On January 8, 2019 the Board approved William Abbott, principal and partner with the law firm of Abbott & Kindermann, as the County's hearing officer.

On October 13, 2020 the Board approved Leo Steidlmayer, Esq., Luke Steidlmayer, Esq., and Erin Steidlmayer, Esq. as the County's administrative hearing officer.

Fiscal Impact/Funding Source

Funding for the Administrative Hearing Officer services would be derived from the Community Development Department's professional service budget line item. Depending on the details of a particular case, a budget adjustment may be required. Ultimately, the cost would be born by the responsible party upon a finding of guilt during the hearing process.

Action for the Clerk

Provide a minute order of the Board's approval of the hearing officer selection to the Community Development Director.



Request For County Board of Supervisors Action

MEETING DATE: December 17, 2024

DEPARTMENT: Health and Human Services

FROM: Kirill Obraztsov

SUBJECT: Adopt Resolution accepting the California Department of Housing & Community Development (HCD) Allocations of the Transitional Housing Program (THP), Round 6 and Housing Navigation and Maintenance Program (HNMP), Round 3.

Adopt Resolution accepting the California Department of Housing & Community Development (HCD) Allocations of the Transitional Housing Program (THP), Round 6 and Housing Navigation and Maintenance Program (HNMP), Round 3.

Detailed Description/Background of request

This resolution authorizes the County of Colusa Department of Health & Human Services to accept funding from HCD to provide housing navigation and financial assistance to young adults who are 18 through 24 years of age inclusive, (herein meaning starting at their 18th birthday until their 25th birthday) for the purpose of securing and maintaining housing with priority given to young adults currently or formerly in the foster care system.

Prior Board Action

Resolution adoption for last FY funding on December 5th, 2023.

Fiscal Impact/Funding Source

Revenue in the amount \$19,988 in THP Round 6 & \$10,809 in HNMP Round 3 from the California Department of Housing & Community Development. No cost to the County.

Action for the Clerk

Following adoption of the resolution please return the copy to Amilcar Avendaño @ DHHS.

ATTACHMENTS:

- Resolution Template (DOCX)

RESOLUTION NO.**RESOLUTION AUTHORIZING AN APPLICATION FOR, AND ACCEPTANCE OF, THE COUNTY ALLOCATION AWARD UNDER ROUND 6 OF THE TRANSITIONAL HOUSING PROGRAM AND ROUND 3 OF THE HOUSING NAVIGATION AND MAINTENANCE PROGRAM**

WHEREAS, the State of California, Department of Housing and Community Development (“Department”) issued an Allocation Acceptance Form (the “THP Allocation Acceptance Form”), dated October 9, 2024 under Round 6 of the Transitional Housing Program (“THP”), authorized by item 2240-102-0001 of section 2.00 of the Budget Act of 2024 (Chapter 22 of the Statutes of 2024) and Chapter 11.7 (commencing with Section 50807) of part 2 of Division 31 of the Health and Safety Code .

WHEREAS, the Department issued an Allocation Acceptance Form (the “HNMP Allocation Acceptance Form”), dated October 9, 2024 under Round 3 of the Housing Navigation and Maintenance Program (“HNMP”) authorized by Item 2240-103-0001 of Section 2.00 of the Budget Act of 2024 (Chapter 22 of the Statutes of 2024) and Chapter 11.8 (commencing with Section 50811) of Part 2 of Division 31 of the Health and Safety Code .The THP Allocation Acceptance Form and the HNMP Allocation Acceptance Form are collectively referred to as the “Allocation Acceptance Forms”.

WHEREAS, the Allocation Acceptance Forms relate to the availability of the funds under the THP and HNMP Programs; and

WHEREAS, the County of Colusa (“County”) may be listed as an eligible applicant in the THP Allocation Acceptance Form, dated October 9, 2024, the County may also be listed as an eligible applicant in the HNMP Allocation Acceptance Form dated October 9, 2024.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the County of Colusa does determine and declare as follows:

SECTION 1. That County is hereby authorized and directed to apply for and accept County’s allocation award, as detailed in the THP Allocation Acceptance Form, in the amount of \$19,988.00 detailed and authorized in the THP Allocation Acceptance Form at the time this resolution is executed and authorized.

SECTION 2. That County hereby affirms that if THP funds remain available for allocation after the deadline for submitting a signed Allocation Acceptance Form, and if the County is eligible for an additional allocation from the remaining funds for the THP program, the County is hereby authorized and directed to accept this additional allocation of funds (“Additional THP Allocation”) up to the amount authorized by Department but not to exceed \$39,976.00.

SECTION 3. That County is hereby authorized and directed to apply for and accept County’s allocation award in the amount of \$10,809.00 as detailed in the HNMP Allocation Acceptance Form at the time this resolution is executed and authorized.

SECTION 4. That County hereby affirms that if HNMP funds remain available for allocation after the deadline for submitting a signed Allocation Acceptance Form, and if the County is eligible for an additional allocation from the remaining funds for the HNMP program, the County is hereby authorized and directed to accept this additional allocation of funds

(“Additional HNMP Allocation”) up to the amount authorized by Department but not to exceed \$21,618.00.

SECTION 5. That the Director of the County of Colusa Department of Health & Human Services or the County of Colusa Chief Administrative Officer, is hereby authorized and directed to act on behalf of County in connection with the THP Allocation Award and any Additional THP Allocation, and to enter into, execute, and deliver any and all documents required or deemed necessary or appropriate to participate in the THP Program, including but not limited to a Standard Agreement, be awarded the THP Allocation Award, and any additional THP Allocation, and any amendments to such documents (collectively, the “THP Allocation Award Documents”).

SECTION 6. That the Director of the County of Colusa Department of Health & Human Services, or the County of Colusa Chief Administrative Officer, is hereby authorized and directed to act on behalf of County in connection with the HNMP Allocation Award and any Additional HNMP Allocation, and to enter into, execute, and deliver any and all documents required or deemed necessary or appropriate to participate in the HNMP Program, including but not limited to a Standard Agreement, be awarded the HNMP Allocation Award, and any additional HNMP Allocation, and any amendments to such documents (collectively, the “HNMP Allocation Award Documents”).

SECTION 7. That County shall be subject to the terms and conditions that are specified in the THP and HNMP Allocation Award Documents, and that County will use the THP and HNMP Allocation Award funds, and any additional THP and HNMP Allocation funds, in accordance with the Allocation Acceptance Form, the THP and HNMP Allocation Award Documents, and any subsequent amendments or amendment thereto, as well as any and all other THP and HNMP requirements, or other applicable laws.

SECTION 8. That County affirms it has the discretion to accept any or all of the THP and HNMP program funds as detailed herein.

PASSED AND ADOPTED this 17th day of December, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTION:

Gary J. Evans, Chairperson
Colusa County Board of Supervisors
ATTEST:

APPROVED AS TO FORM:

Wendy G. Tyler
Clerk to the Board of Supervisors

Richard Stout
County Counsel

By: _____
Deputy Board Clerk



Request For County Board of Supervisors Action

MEETING DATE: December 17, 2024

DEPARTMENT: Clerk Recorder/Elections

FROM: Cristy Edwards

SUBJECT: Acknowledge Receipt of the Certified Election Results for the General Presidential General Election held November 5, 2024

Acknowledge Receipt of the Certified Election Results for the General Presidential General Election held November 5, 2024

Detailed Description/Background of request

On November 5, 2024, a General Presidential Election was conducted in California, in which California voters were asked to vote on a number of issues. On December 3, 2024, the results of the election were certified by the Colusa County Clerk Cristy Jayne Edwards. In accordance with the California Elections Code section 15372, a certified statement of the election results must be submitted to the Board within 30 days of the election.

Prior Board Action

None

Fiscal Impact/Funding Source

None

Action for the Clerk None

ATTACHMENTS:

- Certified Result of Shared County races(PDF)
- BOS SOV (PDF)
- Colusa County Final Report 11052024 (PDF)

**OFFICIAL CERTIFIED RESULTS FOR DISTRICTS
WITH BOUNDARIES SITUATED IN MORE THAN ONE COUNTY
November 5, 2024 General Election
Colusa, Glenn, Lake, Sutter, & Yolo County Certified Results**

These results include certified results from all counties and are final results.

STONYCREEK JOINT UNIFIED SCHOOL DISTRICT TA 4

Vote for one

	Colusa	Glenn	Totals
Melissa Davis	35	2	37
Diana Corkill	45	3	48

STONYCREEK JOINT UNIFIED SCHOOL DISTRICT TA 5

Vote for one

	Colusa	Glenn	Totals
Krystal Craven	9	35	44
Kenneth A. Swearingen Jr.	4	13	17

YUBA COMMUNITY COLLEGE DISTRICT AREA 6 COLUSA SUTTER YOLO

Vote for one

	Colusa	Sutter	Yolo	Totals
Jose L. Garcia	1772	343	4563	6678
Deborah Bautista Zavala	1257	68	4729	6054

YUBA COMMUNITY COLLEGE DISTRICT AREA 7 COLUSA GLENN LAKE AND SUTTER

Vote for one

	Colusa	Glenn	Lake	Sutter	Totals
Jeffrey Lee Dryden	1415	88	4260	9	5772
Douglas M. Harris	1299	85	5467	5	6856

Glenn Results visit <https://www.countyofglenn.net/government/departments/elections/voting-results>

Lake Results visit <https://www.lakecountyca.gov/880/Final-Election-Results>

Sutter visit <https://www.suttercounty.org/government/county-departments/clerk-recorder/elections>

Yolo Results visit <https://ace.yolocounty.gov/207/Election>Returns>

HELP AMERICA VOTE ACT OF 2002

CERTIFICATION OF ELECTIONS OFFICIAL

STATE OF CALIFORNIA

COUNTY OF Colusa

SS.

Pursuant to the statewide voter registration list requirements set forth in the Help America Vote Act of 2002 ((HAVA) 52 U.S.C. § 21083),

I, Cristy Jayne Edwards, County Clerk/Registrar of Voters for the County of Colusa, State of California, hereby certify that I complied with all provisions of Chapter 2 of Division 7 of Title 2 of the California Code of Regulations for the Federal election held on the 5th day of November 2024, in the County of Colusa, State of California and all elections consolidated therewith.

I hereby set my hand and official seal this 3rd day of December, 2024, at the County of Colusa



Cristy Jayne Edwards
County Clerk/Registrar of Voters
County of Colusa
State of California

HAVA Certification of Elections Official
(11/2024)

Attachment: BOS SOV (10207 : Acknowledge Certified Election Results for the General Presidential Election)

**CERTIFICATION OF
COUNTY CLERK/REGISTRAR OF VOTERS OF THE
RESULTS OF THE CANVASS
OF THE NOVEMBER 5, 2024,
GENERAL ELECTION**

STATE OF CALIFORNIA

COUNTY OF Colusa

SS.

I, Cristy Jayne Edwards, County Clerk/Registrar of Voters of County of Colusa, do hereby certify that, in pursuance of the provisions of Elections Code section 15300, et seq., I did canvass the results of the votes cast in the General Election held in said County on November 5, 2024, for measures and contests that were submitted to the vote of the voters, and that the Statement of Votes Cast, to which this certificate is attached is full, true, and correct.

I hereby set my hand and official seal this 3rd day of December, 2024, at the County of Colusa



Cristy Jayne Edwards
County Clerk/Registrar of Voters
County of Colusa
State of California

Canvass Certification of Elections Official
(11/2024)

Attachment: BOS SOV (10207 : Acknowledge Certified Election Results for the General Presidential Election)

Statement of Votes Cast

General Election

Colusa

November 05, 2024

SOVC for: All Contests, All Districts, All Counting Groups

Colusa County Official Results

District	Registered Voters	Cards Cast	Voters Cast	% Turnout
Electionwide				
Electionwide				
Vote by Mail	10,651	14,189	7,122	66.87%
Mail Ballot	10,651	0	0	0.00%
Election Day	10,651	0	0	0.00%
Electionwide - Total	10,651	14,189	7,122	66.87%
Cumulative				
Vote by Mail	0	0	0	N/A
Mail Ballot	0	0	0	N/A
Election Day	0	0	0	N/A
Cumulative - Total	0	0	0	N/A
Electionwide - Total	10,651	14,189	7,122	66.87%
Vote by Mail	10,651	14,189	7,122	66.87%
Mail Ballot	10,651	0	0	0.00%
Election Day	10,651	0	0	0.00%
Board of Equalization				
Board of Equalization District 1				
Vote by Mail	10,651	14,189	7,122	66.87%
Mail Ballot	10,651	0	0	0.00%
Election Day	10,651	0	0	0.00%
Board of Equalization District 1 - Total	10,651	14,189	7,122	66.87%
Cumulative				

District	Registered Voters	Cards Cast	Voters Cast	% Turnout
Vote by Mail	0	0	0	N/A
Mail Ballot	0	0	0	N/A
Election Day	0	0	0	N/A
Cumulative - Total	0	0	0	N/A
Board of Equalization - Total	10,651	14,189	7,122	66.87%
Vote by Mail	10,651	14,189	7,122	66.87%
Mail Ballot	10,651	0	0	0.00%
Election Day	10,651	0	0	0.00%
Congressional				
1st Congressional District				
Vote by Mail	10,651	14,189	7,122	66.87%
Mail Ballot	10,651	0	0	0.00%
Election Day	10,651	0	0	0.00%
1st Congressional District - Total	10,651	14,189	7,122	66.87%
Cumulative				
Vote by Mail	0	0	0	N/A
Mail Ballot	0	0	0	N/A
Election Day	0	0	0	N/A
Cumulative - Total	0	0	0	N/A
Congressional - Total	10,651	14,189	7,122	66.87%
Vote by Mail	10,651	14,189	7,122	66.87%
Mail Ballot	10,651	0	0	0.00%
Election Day	10,651	0	0	0.00%
State Assembly				
4th Assembly District				
Vote by Mail	10,651	14,189	7,122	66.87%
Mail Ballot	10,651	0	0	0.00%
Election Day	10,651	0	0	0.00%
4th Assembly District - Total	10,651	14,189	7,122	66.87%
Cumulative				
Vote by Mail	0	0	0	N/A
Mail Ballot	0	0	0	N/A
Election Day	0	0	0	N/A

District	Registered Voters	Cards Cast	Voters Cast	% Turnout
Cumulative - Total	0	0	0	N/A
State Assembly - Total	10,651	14,189	7,122	66.87%
Vote by Mail	10,651	14,189	7,122	66.87%
Mail Ballot	10,651	0	0	0.00%
Election Day	10,651	0	0	0.00%
State Senate				
1st Senate District				
Vote by Mail	10,651	14,189	7,122	66.87%
Mail Ballot	10,651	0	0	0.00%
Election Day	10,651	0	0	0.00%
1st Senate District - Total	10,651	14,189	7,122	66.87%
Cumulative				
Vote by Mail	0	0	0	N/A
Mail Ballot	0	0	0	N/A
Election Day	0	0	0	N/A
Cumulative - Total	0	0	0	N/A
State Senate - Total	10,651	14,189	7,122	66.87%
Vote by Mail	10,651	14,189	7,122	66.87%
Mail Ballot	10,651	0	0	0.00%
Election Day	10,651	0	0	0.00%
County				
Colusa County				
Vote by Mail	10,651	14,189	7,122	66.87%
Mail Ballot	10,651	0	0	0.00%
Election Day	10,651	0	0	0.00%
Colusa County - Total	10,651	14,189	7,122	66.87%
Cumulative				
Vote by Mail	0	0	0	N/A
Mail Ballot	0	0	0	N/A
Election Day	0	0	0	N/A
Cumulative - Total	0	0	0	N/A
County - Total	10,651	14,189	7,122	66.87%
Vote by Mail	10,651	14,189	7,122	66.87%
Mail Ballot	10,651	0	0	0.00%
Election Day	10,651	0	0	0.00%

District	Registered Voters	Cards Cast	Voters Cast	% Turnout
Supervisorial				
1st Supervisorial District				
Vote by Mail	2,267	3,344	1,722	75.96%
Mail Ballot	2,267	0	0	0.00%
Election Day	2,267	0	0	0.00%
1st Supervisorial District - Total	2,267	3,344	1,722	75.96%
2nd Supervisorial District				
Vote by Mail	2,351	3,431	1,719	73.12%
Mail Ballot	2,351	0	0	0.00%
Election Day	2,351	0	0	0.00%
2nd Supervisorial District - Total	2,351	3,431	1,719	73.12%
3rd Supervisorial District				
Vote by Mail	1,884	2,079	1,127	59.82%
Mail Ballot	1,884	0	0	0.00%
Election Day	1,884	0	0	0.00%
3rd Supervisorial District - Total	1,884	2,079	1,127	59.82%
4th Supervisorial District				
Vote by Mail	1,895	2,659	1,331	70.24%
Mail Ballot	1,895	0	0	0.00%
Election Day	1,895	0	0	0.00%
4th Supervisorial District - Total	1,895	2,659	1,331	70.24%
5th Supervisorial District				
Vote by Mail	2,254	2,676	1,223	54.26%
Mail Ballot	2,254	0	0	0.00%
Election Day	2,254	0	0	0.00%
5th Supervisorial District - Total	2,254	2,676	1,223	54.26%
Cumulative				

District	Registered Voters	Cards Cast	Voters Cast	% Turnout
Vote by Mail	0	0	0	N/A
Mail Ballot	0	0	0	N/A
Election Day	0	0	0	N/A
Cumulative - Total	0	0	0	N/A
Supervisorial - Total	10,651	14,189	7,122	66.87%
Vote by Mail	10,651	14,189	7,122	66.87%
Mail Ballot	10,651	0	0	0.00%
Election Day	10,651	0	0	0.00%
City				
City of Colusa				
Vote by Mail	3,218	4,537	2,274	70.67%
Mail Ballot	3,218	0	0	0.00%
Election Day	3,218	0	0	0.00%
City of Colusa - Total	3,218	4,537	2,274	70.67%
City of Williams				
Vote by Mail	2,160	2,193	1,184	54.81%
Mail Ballot	2,160	0	0	0.00%
Election Day	2,160	0	0	0.00%
City of Williams - Total	2,160	2,193	1,184	54.81%
Unincorporated				
Vote by Mail	5,273	7,459	3,664	69.49%
Mail Ballot	5,273	0	0	0.00%
Election Day	5,273	0	0	0.00%
Unincorporated - Total	5,273	7,459	3,664	69.49%
Cumulative				
Vote by Mail	0	0	0	N/A
Mail Ballot	0	0	0	N/A
Election Day	0	0	0	N/A
Cumulative - Total	0	0	0	N/A
City - Total	10,651	14,189	7,122	66.87%
Vote by Mail	10,651	14,189	7,122	66.87%
Mail Ballot	10,651	0	0	0.00%
Election Day	10,651	0	0	0.00%
UNINCORPORATED				

District	Registered Voters	Cards Cast	Voters Cast	% Turnout
UNINCORPORATED				
Vote by Mail	5,273	7,459	3,664	69.49%
Mail Ballot	5,273	0	0	0.00%
Election Day	5,273	0	0	0.00%
UNINCORPORATED - Total	5,273	7,459	3,664	69.49%
Unincorporated				
Vote by Mail	5,378	6,730	3,458	64.30%
Mail Ballot	5,378	0	0	0.00%
Election Day	5,378	0	0	0.00%
Unincorporated - Total	5,378	6,730	3,458	64.30%
Cumulative				
Vote by Mail	0	0	0	N/A
Mail Ballot	0	0	0	N/A
Election Day	0	0	0	N/A
Cumulative - Total	0	0	0	N/A
UNINCORPORATED - Total	10,651	14,189	7,122	66.87%
Vote by Mail	10,651	14,189	7,122	66.87%
Mail Ballot	10,651	0	0	0.00%
Election Day	10,651	0	0	0.00%

PRESIDENT AND VICE PRESIDENT (Vote for 1)

District	Times Cast	Registered Voters	Undervotes	Overvotes
Electionwide				
Electionwide				
Vote by Mail	7,122	10,651	101	0
Mail Ballot	0	10,651	0	0
Election Day	0	10,651	0	0
Electionwide - Total	7,122	10,651	101	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
Electionwide - Total	7,122	10,651	101	0
Board of Equalization				
Board of Equalization District 1				
Vote by Mail	7,122	10,651	101	0
Mail Ballot	0	10,651	0	0
Election Day	0	10,651	0	0
Board of Equalization District 1 - Total	7,122	10,651	101	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
Board of Equalization - Total	7,122	10,651	101	0
Congressional				
1st Congressional District				
Vote by Mail	7,122	10,651	101	0
Mail Ballot	0	10,651	0	0

District	DONALD J. TRUMP / JD VANCE (REP)	CLAUDIA DE LA CRUZ / KARINA GARCIA (PF)
Electionwide		
Electionwide		
Vote by Mail	4,414	33
Mail Ballot	0	0
Election Day	0	0
Electionwide - Total	4,414	33
Cumulative		
Vote by Mail	0	0
Mail Ballot	0	0
Election Day	0	0
Cumulative - Total	0	0
Electionwide - Total	4,414	33
Board of Equalization		
Board of Equalization District 1		
Vote by Mail	4,414	33
Mail Ballot	0	0
Election Day	0	0
Board of Equalization District 1 - Total	4,414	33
Cumulative		
Vote by Mail	0	0
Mail Ballot	0	0
Election Day	0	0
Cumulative - Total	0	0
Board of Equalization - Total	4,414	33
Congressional		
1st Congressional District		
Vote by Mail	4,414	33
Mail Ballot	0	0

District	KAMALA D. HARRIS / TIM WALZ (DEM)	ROBERT F. KENNEDY JR. / NICOLE SHANAHAN (AI)	CHASE OLIVER / MIKE TER MAAT (LIB)	JILL STEIN / RUDOLPH WARE (GRN)	Total Votes	Unresolved Write-In
Electionwide						
Electionwide						
Vote by Mail	2,431	100	22	21	7,021	0
Mail Ballot	0	0	0	0	0	0
Election Day	0	0	0	0	0	0
Electionwide - Total	2,431	100	22	21	7,021	0
Cumulative						
Vote by Mail	0	0	0	0	0	0
Mail Ballot	0	0	0	0	0	0
Election Day	0	0	0	0	0	0
Cumulative - Total	0	0	0	0	0	0
Electionwide - Total	2,431	100	22	21	7,021	0
Board of Equalization						
Board of Equalization District 1						
Vote by Mail	2,431	100	22	21	7,021	0
Mail Ballot	0	0	0	0	0	0
Election Day	0	0	0	0	0	0
Board of Equalization District 1 - Total	2,431	100	22	21	7,021	0
Cumulative						
Vote by Mail	0	0	0	0	0	0
Mail Ballot	0	0	0	0	0	0
Election Day	0	0	0	0	0	0
Cumulative - Total	0	0	0	0	0	0
Board of Equalization - Total	2,431	100	22	21	7,021	0
Congressional						
1st Congressional District						
Vote by Mail	2,431	100	22	21	7,021	0
Mail Ballot	0	0	0	0	0	0

District	Times Cast	Registered Voters	Undervotes	Overvotes
Election Day	0	10,651	0	0
1st Congressional District - Total	7,122	10,651	101	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
Congressional - Total	7,122	10,651	101	0
State Assembly				
4th Assembly District				
Vote by Mail	7,122	10,651	101	0
Mail Ballot	0	10,651	0	0
Election Day	0	10,651	0	0
4th Assembly District - Total	7,122	10,651	101	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
State Assembly - Total	7,122	10,651	101	0
State Senate				
1st Senate District				
Vote by Mail	7,122	10,651	101	0
Mail Ballot	0	10,651	0	0
Election Day	0	10,651	0	0
1st Senate District - Total	7,122	10,651	101	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0

District	DONALD J. TRUMP / JD VANCE (REP)	CLAUDIA DE LA CRUZ / KARINA GARCIA (PF)
Election Day	0	0
1st Congressional District - Total	4,414	33
Cumulative		
Vote by Mail	0	0
Mail Ballot	0	0
Election Day	0	0
Cumulative - Total	0	0
Congressional - Total	4,414	33
State Assembly		
4th Assembly District		
Vote by Mail	4,414	33
Mail Ballot	0	0
Election Day	0	0
4th Assembly District - Total	4,414	33
Cumulative		
Vote by Mail	0	0
Mail Ballot	0	0
Election Day	0	0
Cumulative - Total	0	0
State Assembly - Total	4,414	33
State Senate		
1st Senate District		
Vote by Mail	4,414	33
Mail Ballot	0	0
Election Day	0	0
1st Senate District - Total	4,414	33
Cumulative		
Vote by Mail	0	0
Mail Ballot	0	0

District	KAMALA D. HARRIS / TIM WALZ (DEM)	ROBERT F. KENNEDY JR. / NICOLE SHANAHAN (AI)	CHASE OLIVER / MIKE TER MAAT (LIB)	JILL STEIN / RUDOLPH WARE (GRN)	Total Votes	Unresolved Write-In
Election Day	0	0	0	0	0	0
1st Congressional District - Total	2,431	100	22	21	7,021	0
Cumulative						
Vote by Mail	0	0	0	0	0	0
Mail Ballot	0	0	0	0	0	0
Election Day	0	0	0	0	0	0
Cumulative - Total	0	0	0	0	0	0
Congressional - Total	2,431	100	22	21	7,021	0
State Assembly						
4th Assembly District						
Vote by Mail	2,431	100	22	21	7,021	0
Mail Ballot	0	0	0	0	0	0
Election Day	0	0	0	0	0	0
4th Assembly District - Total	2,431	100	22	21	7,021	0
Cumulative						
Vote by Mail	0	0	0	0	0	0
Mail Ballot	0	0	0	0	0	0
Election Day	0	0	0	0	0	0
Cumulative - Total	0	0	0	0	0	0
State Assembly - Total	2,431	100	22	21	7,021	0
State Senate						
1st Senate District						
Vote by Mail	2,431	100	22	21	7,021	0
Mail Ballot	0	0	0	0	0	0
Election Day	0	0	0	0	0	0
1st Senate District - Total	2,431	100	22	21	7,021	0
Cumulative						
Vote by Mail	0	0	0	0	0	0
Mail Ballot	0	0	0	0	0	0

District	Times Cast	Registered Voters	Undervotes	Overvotes
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
State Senate - Total	7,122	10,651	101	0
County				
Colusa County				
Vote by Mail	7,122	10,651	101	0
Mail Ballot	0	10,651	0	0
Election Day	0	10,651	0	0
Colusa County - Total	7,122	10,651	101	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
County - Total	7,122	10,651	101	0
Supervisorial				
1st Supervisorial District				
Vote by Mail	1,722	2,267	19	0
Mail Ballot	0	2,267	0	0
Election Day	0	2,267	0	0
1st Supervisorial District - Total	1,722	2,267	19	0
2nd Supervisorial District				
Vote by Mail	1,719	2,351	25	0
Mail Ballot	0	2,351	0	0
Election Day	0	2,351	0	0
2nd Supervisorial District - Total	1,719	2,351	25	0
3rd Supervisorial District				
Vote by Mail	1,127	1,884	12	0
Mail Ballot	0	1,884	0	0

District	DONALD J. TRUMP / JD VANCE (REP)	CLAUDIA DE LA CRUZ / KARINA GARCIA (PF)
Election Day	0	0
Cumulative - Total	0	0
State Senate - Total	4,414	33
County		
Colusa County		
Vote by Mail	4,414	33
Mail Ballot	0	0
Election Day	0	0
Colusa County - Total	4,414	33
Cumulative		
Vote by Mail	0	0
Mail Ballot	0	0
Election Day	0	0
Cumulative - Total	0	0
County - Total	4,414	33
Supervisorial		
1st Supervisorial District		
Vote by Mail	1,030	4
Mail Ballot	0	0
Election Day	0	0
1st Supervisorial District - Total	1,030	4
2nd Supervisorial District		
Vote by Mail	1,104	11
Mail Ballot	0	0
Election Day	0	0
2nd Supervisorial District - Total	1,104	11
3rd Supervisorial District		
Vote by Mail	621	6
Mail Ballot	0	0

District	KAMALA D. HARRIS / TIM WALZ (DEM)	ROBERT F. KENNEDY JR. / NICOLE SHANAHAN (AI)	CHASE OLIVER / MIKE TER MAAT (LIB)	JILL STEIN / RUDOLPH WARE (GRN)	Total Votes	Unresolved Write-In
Election Day	0	0	0	0	0	0
Cumulative - Total	0	0	0	0	0	0
State Senate - Total	2,431	100	22	21	7,021	0
County						
Colusa County						
Vote by Mail	2,431	100	22	21	7,021	0
Mail Ballot	0	0	0	0	0	0
Election Day	0	0	0	0	0	0
Colusa County - Total	2,431	100	22	21	7,021	0
Cumulative						
Vote by Mail	0	0	0	0	0	0
Mail Ballot	0	0	0	0	0	0
Election Day	0	0	0	0	0	0
Cumulative - Total	0	0	0	0	0	0
County - Total	2,431	100	22	21	7,021	0
Supervisory						
1st Supervisorial District						
Vote by Mail	640	21	3	5	1,703	0
Mail Ballot	0	0	0	0	0	0
Election Day	0	0	0	0	0	0
1st Supervisorial District - Total	640	21	3	5	1,703	0
2nd Supervisorial District						
Vote by Mail	539	30	4	6	1,694	0
Mail Ballot	0	0	0	0	0	0
Election Day	0	0	0	0	0	0
2nd Supervisorial District - Total	539	30	4	6	1,694	0
3rd Supervisorial District						
Vote by Mail	464	15	7	2	1,115	0
Mail Ballot	0	0	0	0	0	0

District	Times Cast	Registered Voters	Undervotes	Overvotes
Election Day	0	1,884	0	0
3rd Supervisorial District - Total	1,127	1,884	12	0
4th Supervisorial District				
Vote by Mail	1,331	1,895	20	0
Mail Ballot	0	1,895	0	0
Election Day	0	1,895	0	0
4th Supervisorial District - Total	1,331	1,895	20	0
5th Supervisorial District				
Vote by Mail	1,223	2,254	25	0
Mail Ballot	0	2,254	0	0
Election Day	0	2,254	0	0
5th Supervisorial District - Total	1,223	2,254	25	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
Supervisorial - Total	7,122	10,651	101	0
City				
City of Colusa				
Vote by Mail	2,274	3,218	32	0
Mail Ballot	0	3,218	0	0
Election Day	0	3,218	0	0
City of Colusa - Total	2,274	3,218	32	0
City of Williams				
Vote by Mail	1,184	2,160	18	0
Mail Ballot	0	2,160	0	0
Election Day	0	2,160	0	0
City of Williams - Total	1,184	2,160	18	0

District	DONALD J. TRUMP / JD VANCE (REP)	CLAUDIA DE LA CRUZ / KARINA GARCIA (PF)
Election Day	0	0
3rd Supervisorial District - Total	621	6
4th Supervisorial District		
Vote by Mail	891	8
Mail Ballot	0	0
Election Day	0	0
4th Supervisorial District - Total	891	8
5th Supervisorial District		
Vote by Mail	768	4
Mail Ballot	0	0
Election Day	0	0
5th Supervisorial District - Total	768	4
Cumulative		
Vote by Mail	0	0
Mail Ballot	0	0
Election Day	0	0
Cumulative - Total	0	0
Supervisorial - Total	4,414	33
City		
City of Colusa		
Vote by Mail	1,391	15
Mail Ballot	0	0
Election Day	0	0
City of Colusa - Total	1,391	15
City of Williams		
Vote by Mail	552	12
Mail Ballot	0	0
Election Day	0	0
City of Williams - Total	552	12

District	KAMALA D. HARRIS / TIM WALZ (DEM)	ROBERT F. KENNEDY JR. / NICOLE SHANAHAN (AI)	CHASE OLIVER / MIKE TER MAAT (LIB)	JILL STEIN / RUDOLPH WARE (GRN)	Total Votes	Unresolved Write-In
Election Day	0	0	0	0	0	0
3rd Supervisorial District - Total	464	15	7	2	1,115	0
4th Supervisorial District						
Vote by Mail	391	14	3	4	1,311	0
Mail Ballot	0	0	0	0	0	0
Election Day	0	0	0	0	0	0
4th Supervisorial District - Total	391	14	3	4	1,311	0
5th Supervisorial District						
Vote by Mail	397	20	5	4	1,198	0
Mail Ballot	0	0	0	0	0	0
Election Day	0	0	0	0	0	0
5th Supervisorial District - Total	397	20	5	4	1,198	0
Cumulative						
Vote by Mail	0	0	0	0	0	0
Mail Ballot	0	0	0	0	0	0
Election Day	0	0	0	0	0	0
Cumulative - Total	0	0	0	0	0	0
Supervisorial - Total	2,431	100	22	21	7,021	0
City						
City of Colusa						
Vote by Mail	784	37	7	8	2,242	0
Mail Ballot	0	0	0	0	0	0
Election Day	0	0	0	0	0	0
City of Colusa - Total	784	37	7	8	2,242	0
City of Williams						
Vote by Mail	578	15	5	4	1,166	0
Mail Ballot	0	0	0	0	0	0
Election Day	0	0	0	0	0	0
City of Williams - Total	578	15	5	4	1,166	0

District	Times Cast	Registered Voters	Undervotes	Overvotes
Unincorporated				
Vote by Mail	3,664	5,273	51	0
Mail Ballot	0	5,273	0	0
Election Day	0	5,273	0	0
Unincorporated - Total	3,664	5,273	51	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
City - Total	7,122	10,651	101	0
UNINCORPORATED				
UNINCORPORATED				
Vote by Mail	3,664	5,273	51	0
Mail Ballot	0	5,273	0	0
Election Day	0	5,273	0	0
UNINCORPORATED - Total	3,664	5,273	51	0
Unincorporated				
Vote by Mail	3,458	5,378	50	0
Mail Ballot	0	5,378	0	0
Election Day	0	5,378	0	0
Unincorporated - Total	3,458	5,378	50	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
UNINCORPORATED - Total	7,122	10,651	101	0

District	DONALD J. TRUMP / JD VANCE (REP)	CLAUDIA DE LA CRUZ / KARINA GARCIA (PF)
Unincorporated		
Vote by Mail	2,471	6
Mail Ballot	0	0
Election Day	0	0
Unincorporated - Total	2,471	6
Cumulative		
Vote by Mail	0	0
Mail Ballot	0	0
Election Day	0	0
Cumulative - Total	0	0
City - Total	4,414	33
UNINCORPORATED		
UNINCORPORATED		
Vote by Mail	2,471	6
Mail Ballot	0	0
Election Day	0	0
UNINCORPORATED - Total	2,471	6
Unincorporated		
Vote by Mail	1,943	27
Mail Ballot	0	0
Election Day	0	0
Unincorporated - Total	1,943	27
Cumulative		
Vote by Mail	0	0
Mail Ballot	0	0
Election Day	0	0
Cumulative - Total	0	0
UNINCORPORATED - Total	4,414	33

District	KAMALA D. HARRIS / TIM WALZ (DEM)	ROBERT F. KENNEDY JR. / NICOLE SHANAHAN (AI)	CHASE OLIVER / MIKE TER MAAT (LIB)	JILL STEIN / RUDOLPH WARE (GRN)	Total Votes	Unresolved Write-In
Unincorporated						
Vote by Mail	1,069	48	10	9	3,613	0
Mail Ballot	0	0	0	0	0	0
Election Day	0	0	0	0	0	0
Unincorporated - Total	1,069	48	10	9	3,613	0
Cumulative						
Vote by Mail	0	0	0	0	0	0
Mail Ballot	0	0	0	0	0	0
Election Day	0	0	0	0	0	0
Cumulative - Total	0	0	0	0	0	0
City - Total	2,431	100	22	21	7,021	0
UNINCORPORATED						
UNINCORPORATED						
Vote by Mail	1,069	48	10	9	3,613	0
Mail Ballot	0	0	0	0	0	0
Election Day	0	0	0	0	0	0
UNINCORPORATED - Total	1,069	48	10	9	3,613	0
Unincorporated						
Vote by Mail	1,362	52	12	12	3,408	0
Mail Ballot	0	0	0	0	0	0
Election Day	0	0	0	0	0	0
Unincorporated - Total	1,362	52	12	12	3,408	0
Cumulative						
Vote by Mail	0	0	0	0	0	0
Mail Ballot	0	0	0	0	0	0
Election Day	0	0	0	0	0	0
Cumulative - Total	0	0	0	0	0	0
UNINCORPORATED - Total	2,431	100	22	21	7,021	0

UNITED STATES SENATOR (Vote for 1)

District	Times Cast	Registered Voters	Undervotes	Overvotes
Electionwide				
Electionwide				
Vote by Mail	7,122	10,651	215	0
Mail Ballot	0	10,651	0	0
Election Day	0	10,651	0	0
Electionwide - Total	7,122	10,651	215	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
Electionwide - Total	7,122	10,651	215	0
Board of Equalization				
Board of Equalization District 1				
Vote by Mail	7,122	10,651	215	0
Mail Ballot	0	10,651	0	0
Election Day	0	10,651	0	0
Board of Equalization District 1 - Total	7,122	10,651	215	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
Board of Equalization - Total	7,122	10,651	215	0
Congressional				
1st Congressional District				
Vote by Mail	7,122	10,651	215	0
Mail Ballot	0	10,651	0	0

District	STEVE GARVEY (REP)	ADAM B. SCHIFF (DEM)	Total Votes
Electionwide			
Electionwide			
Vote by Mail	4,471	2,436	6,907
Mail Ballot	0	0	0
Election Day	0	0	0
Electionwide - Total	4,471	2,436	6,907
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
Electionwide - Total	4,471	2,436	6,907
Board of Equalization			
Board of Equalization District 1			
Vote by Mail	4,471	2,436	6,907
Mail Ballot	0	0	0
Election Day	0	0	0
Board of Equalization District 1 - Total	4,471	2,436	6,907
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
Board of Equalization - Total	4,471	2,436	6,907
Congressional			
1st Congressional District			
Vote by Mail	4,471	2,436	6,907
Mail Ballot	0	0	0

Attachment: BOS SOV (10207 : Acknowledge Certified Election Results for the General Presidential

District	Unresolved Write-In
Electionwide	
Electionwide	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Electionwide - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
Electionwide - Total	0
Board of Equalization	
Board of Equalization District 1	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Board of Equalization District 1 - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
Board of Equalization - Total	0
Congressional	
1st Congressional District	
Vote by Mail	0
Mail Ballot	0

District	Times Cast	Registered Voters	Undervotes	Overvotes
Election Day	0	10,651	0	0
1st Congressional District - Total	7,122	10,651	215	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
Congressional - Total	7,122	10,651	215	0
State Assembly				
4th Assembly District				
Vote by Mail	7,122	10,651	215	0
Mail Ballot	0	10,651	0	0
Election Day	0	10,651	0	0
4th Assembly District - Total	7,122	10,651	215	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
State Assembly - Total	7,122	10,651	215	0
State Senate				
1st Senate District				
Vote by Mail	7,122	10,651	215	0
Mail Ballot	0	10,651	0	0
Election Day	0	10,651	0	0
1st Senate District - Total	7,122	10,651	215	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0

District	STEVE GARVEY (REP)	ADAM B. SCHIFF (DEM)	Total Votes
Election Day	0	0	0
1st Congressional District - Total	4,471	2,436	6,907
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
Congressional - Total	4,471	2,436	6,907
State Assembly			
4th Assembly District			
Vote by Mail	4,471	2,436	6,907
Mail Ballot	0	0	0
Election Day	0	0	0
4th Assembly District - Total	4,471	2,436	6,907
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
State Assembly - Total	4,471	2,436	6,907
State Senate			
1st Senate District			
Vote by Mail	4,471	2,436	6,907
Mail Ballot	0	0	0
Election Day	0	0	0
1st Senate District - Total	4,471	2,436	6,907
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0

District	Unresolved Write-In
Election Day	0
1st Congressional District - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
Congressional - Total	0
State Assembly	
4th Assembly District	
Vote by Mail	0
Mail Ballot	0
Election Day	0
4th Assembly District - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
State Assembly - Total	0
State Senate	
1st Senate District	
Vote by Mail	0
Mail Ballot	0
Election Day	0
1st Senate District - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0

District	Times Cast	Registered Voters	Undervotes	Overvotes
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
State Senate - Total	7,122	10,651	215	0
County				
Colusa County				
Vote by Mail	7,122	10,651	215	0
Mail Ballot	0	10,651	0	0
Election Day	0	10,651	0	0
Colusa County - Total	7,122	10,651	215	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
County - Total	7,122	10,651	215	0
Supervisorial				
1st Supervisorial District				
Vote by Mail	1,722	2,267	42	0
Mail Ballot	0	2,267	0	0
Election Day	0	2,267	0	0
1st Supervisorial District - Total	1,722	2,267	42	0
2nd Supervisorial District				
Vote by Mail	1,719	2,351	55	0
Mail Ballot	0	2,351	0	0
Election Day	0	2,351	0	0
2nd Supervisorial District - Total	1,719	2,351	55	0
3rd Supervisorial District				
Vote by Mail	1,127	1,884	31	0
Mail Ballot	0	1,884	0	0

District	STEVE GARVEY (REP)	ADAM B. SCHIFF (DEM)	Total Votes
Election Day	0	0	0
Cumulative - Total	0	0	0
State Senate - Total	4,471	2,436	6,907
County			
Colusa County			
Vote by Mail	4,471	2,436	6,907
Mail Ballot	0	0	0
Election Day	0	0	0
Colusa County - Total	4,471	2,436	6,907
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
County - Total	4,471	2,436	6,907
Supervisorial			
1st Supervisorial District			
Vote by Mail	1,033	647	1,680
Mail Ballot	0	0	0
Election Day	0	0	0
1st Supervisorial District - Total	1,033	647	1,680
2nd Supervisorial District			
Vote by Mail	1,128	536	1,664
Mail Ballot	0	0	0
Election Day	0	0	0
2nd Supervisorial District - Total	1,128	536	1,664
3rd Supervisorial District			
Vote by Mail	616	480	1,096
Mail Ballot	0	0	0

District	Unresolved Write-In
Election Day	0
Cumulative - Total	0
State Senate - Total	0
County	
Colusa County	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Colusa County - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
County - Total	0
Supervisorial	
1st Supervisorial District	
Vote by Mail	0
Mail Ballot	0
Election Day	0
1st Supervisorial District - Total	0
2nd Supervisorial District	
Vote by Mail	0
Mail Ballot	0
Election Day	0
2nd Supervisorial District - Total	0
3rd Supervisorial District	
Vote by Mail	0
Mail Ballot	0

District	Times Cast	Registered Voters	Undervotes	Overvotes
Election Day	0	1,884	0	0
3rd Supervisorial District - Total	1,127	1,884	31	0
4th Supervisorial District				
Vote by Mail	1,331	1,895	42	0
Mail Ballot	0	1,895	0	0
Election Day	0	1,895	0	0
4th Supervisorial District - Total	1,331	1,895	42	0
5th Supervisorial District				
Vote by Mail	1,223	2,254	45	0
Mail Ballot	0	2,254	0	0
Election Day	0	2,254	0	0
5th Supervisorial District - Total	1,223	2,254	45	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
Supervisorial - Total	7,122	10,651	215	0
City				
City of Colusa				
Vote by Mail	2,274	3,218	79	0
Mail Ballot	0	3,218	0	0
Election Day	0	3,218	0	0
City of Colusa - Total	2,274	3,218	79	0
City of Williams				
Vote by Mail	1,184	2,160	50	0
Mail Ballot	0	2,160	0	0
Election Day	0	2,160	0	0
City of Williams - Total	1,184	2,160	50	0

District	STEVE GARVEY (REP)	ADAM B. SCHIFF (DEM)	Total Votes
Election Day	0	0	0
3rd Supervisorial District - Total	616	480	1,096
4th Supervisorial District			
Vote by Mail	902	387	1,289
Mail Ballot	0	0	0
Election Day	0	0	0
4th Supervisorial District - Total	902	387	1,289
5th Supervisorial District			
Vote by Mail	792	386	1,178
Mail Ballot	0	0	0
Election Day	0	0	0
5th Supervisorial District - Total	792	386	1,178
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
Supervisorial - Total	4,471	2,436	6,907
City			
City of Colusa			
Vote by Mail	1,425	770	2,195
Mail Ballot	0	0	0
Election Day	0	0	0
City of Colusa - Total	1,425	770	2,195
City of Williams			
Vote by Mail	548	586	1,134
Mail Ballot	0	0	0
Election Day	0	0	0
City of Williams - Total	548	586	1,134

District	Unresolved Write-In
Election Day	0
3rd Supervisorial District - Total	0
4th Supervisorial District	
Vote by Mail	0
Mail Ballot	0
Election Day	0
4th Supervisorial District - Total	0
5th Supervisorial District	
Vote by Mail	0
Mail Ballot	0
Election Day	0
5th Supervisorial District - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
Supervisorial - Total	0
City	
City of Colusa	
Vote by Mail	0
Mail Ballot	0
Election Day	0
City of Colusa - Total	0
City of Williams	
Vote by Mail	0
Mail Ballot	0
Election Day	0
City of Williams - Total	0

District	Times Cast	Registered Voters	Undervotes	Overvotes
Unincorporated				
Vote by Mail	3,664	5,273	86	0
Mail Ballot	0	5,273	0	0
Election Day	0	5,273	0	0
Unincorporated - Total	3,664	5,273	86	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
City - Total	7,122	10,651	215	0
UNINCORPORATED				
UNINCORPORATED				
Vote by Mail	3,664	5,273	86	0
Mail Ballot	0	5,273	0	0
Election Day	0	5,273	0	0
UNINCORPORATED - Total	3,664	5,273	86	0
Unincorporated				
Vote by Mail	3,458	5,378	129	0
Mail Ballot	0	5,378	0	0
Election Day	0	5,378	0	0
Unincorporated - Total	3,458	5,378	129	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
UNINCORPORATED - Total	7,122	10,651	215	0

District	STEVE GARVEY (REP)	ADAM B. SCHIFF (DEM)	Total Votes
Unincorporated			
Vote by Mail	2,498	1,080	3,578
Mail Ballot	0	0	0
Election Day	0	0	0
Unincorporated - Total	2,498	1,080	3,578
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
City - Total	4,471	2,436	6,907
UNINCORPORATED			
UNINCORPORATED			
Vote by Mail	2,498	1,080	3,578
Mail Ballot	0	0	0
Election Day	0	0	0
UNINCORPORATED - Total	2,498	1,080	3,578
Unincorporated			
Vote by Mail	1,973	1,356	3,329
Mail Ballot	0	0	0
Election Day	0	0	0
Unincorporated - Total	1,973	1,356	3,329
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
UNINCORPORATED - Total	4,471	2,436	6,907

District	Unresolved Write-In
Unincorporated	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Unincorporated - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
City - Total	0
UNINCORPORATED	
UNINCORPORATED	
Vote by Mail	0
Mail Ballot	0
Election Day	0
UNINCORPORATED - Total	0
Unincorporated	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Unincorporated - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
UNINCORPORATED - Total	0

UNITED STATES SENATOR PARTIAL/UNEXPIRED TERM (Vote for 1)

District	Times Cast	Registered Voters	Undervotes	Overvotes
Electionwide				
Electionwide				
Vote by Mail	7,122	10,651	437	0
Mail Ballot	0	10,651	0	0
Election Day	0	10,651	0	0
Electionwide - Total	7,122	10,651	437	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
Electionwide - Total	7,122	10,651	437	0
Board of Equalization				
Board of Equalization District 1				
Vote by Mail	7,122	10,651	437	0
Mail Ballot	0	10,651	0	0
Election Day	0	10,651	0	0
Board of Equalization District 1 - Total	7,122	10,651	437	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
Board of Equalization - Total	7,122	10,651	437	0
Congressional				
1st Congressional District				
Vote by Mail	7,122	10,651	437	0
Mail Ballot	0	10,651	0	0

District	STEVE GARVEY (REP)	ADAM B. SCHIFF (DEM)	Total Votes
Electionwide			
Electionwide			
Vote by Mail	4,356	2,329	6,685
Mail Ballot	0	0	0
Election Day	0	0	0
Electionwide - Total	4,356	2,329	6,685
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
Electionwide - Total	4,356	2,329	6,685
Board of Equalization			
Board of Equalization District 1			
Vote by Mail	4,356	2,329	6,685
Mail Ballot	0	0	0
Election Day	0	0	0
Board of Equalization District 1 - Total	4,356	2,329	6,685
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
Board of Equalization - Total	4,356	2,329	6,685
Congressional			
1st Congressional District			
Vote by Mail	4,356	2,329	6,685
Mail Ballot	0	0	0

Attachment: BOS SOV (10207 : Acknowledge Certified Election Results for the General Presidential

District	Unresolved Write-In
Electionwide	
Electionwide	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Electionwide - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
Electionwide - Total	0
Board of Equalization	
Board of Equalization District 1	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Board of Equalization District 1 - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
Board of Equalization - Total	0
Congressional	
1st Congressional District	
Vote by Mail	0
Mail Ballot	0

District	Times Cast	Registered Voters	Undervotes	Overvotes
Election Day	0	10,651	0	0
1st Congressional District - Total	7,122	10,651	437	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
Congressional - Total	7,122	10,651	437	0
State Assembly				
4th Assembly District				
Vote by Mail	7,122	10,651	437	0
Mail Ballot	0	10,651	0	0
Election Day	0	10,651	0	0
4th Assembly District - Total	7,122	10,651	437	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
State Assembly - Total	7,122	10,651	437	0
State Senate				
1st Senate District				
Vote by Mail	7,122	10,651	437	0
Mail Ballot	0	10,651	0	0
Election Day	0	10,651	0	0
1st Senate District - Total	7,122	10,651	437	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0

District	STEVE GARVEY (REP)	ADAM B. SCHIFF (DEM)	Total Votes
Election Day	0	0	0
1st Congressional District - Total	4,356	2,329	6,685
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
Congressional - Total	4,356	2,329	6,685
State Assembly			
4th Assembly District			
Vote by Mail	4,356	2,329	6,685
Mail Ballot	0	0	0
Election Day	0	0	0
4th Assembly District - Total	4,356	2,329	6,685
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
State Assembly - Total	4,356	2,329	6,685
State Senate			
1st Senate District			
Vote by Mail	4,356	2,329	6,685
Mail Ballot	0	0	0
Election Day	0	0	0
1st Senate District - Total	4,356	2,329	6,685
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0

District	Unresolved Write-In
Election Day	0
1st Congressional District - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
Congressional - Total	0
State Assembly	
4th Assembly District	
Vote by Mail	0
Mail Ballot	0
Election Day	0
4th Assembly District - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
State Assembly - Total	0
State Senate	
1st Senate District	
Vote by Mail	0
Mail Ballot	0
Election Day	0
1st Senate District - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0

District	Times Cast	Registered Voters	Undervotes	Overvotes
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
State Senate - Total	7,122	10,651	437	0
County				
Colusa County				
Vote by Mail	7,122	10,651	437	0
Mail Ballot	0	10,651	0	0
Election Day	0	10,651	0	0
Colusa County - Total	7,122	10,651	437	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
County - Total	7,122	10,651	437	0
Supervisorial				
1st Supervisorial District				
Vote by Mail	1,722	2,267	94	0
Mail Ballot	0	2,267	0	0
Election Day	0	2,267	0	0
1st Supervisorial District - Total	1,722	2,267	94	0
2nd Supervisorial District				
Vote by Mail	1,719	2,351	115	0
Mail Ballot	0	2,351	0	0
Election Day	0	2,351	0	0
2nd Supervisorial District - Total	1,719	2,351	115	0
3rd Supervisorial District				
Vote by Mail	1,127	1,884	63	0
Mail Ballot	0	1,884	0	0

District	STEVE GARVEY (REP)	ADAM B. SCHIFF (DEM)	Total Votes
Election Day	0	0	0
Cumulative - Total	0	0	0
State Senate - Total	4,356	2,329	6,685
County			
Colusa County			
Vote by Mail	4,356	2,329	6,685
Mail Ballot	0	0	0
Election Day	0	0	0
Colusa County - Total	4,356	2,329	6,685
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
County - Total	4,356	2,329	6,685
Supervisorial			
1st Supervisorial District			
Vote by Mail	1,018	610	1,628
Mail Ballot	0	0	0
Election Day	0	0	0
1st Supervisorial District - Total	1,018	610	1,628
2nd Supervisorial District			
Vote by Mail	1,093	511	1,604
Mail Ballot	0	0	0
Election Day	0	0	0
2nd Supervisorial District - Total	1,093	511	1,604
3rd Supervisorial District			
Vote by Mail	603	461	1,064
Mail Ballot	0	0	0

District	Unresolved Write-In
Election Day	0
Cumulative - Total	0
State Senate - Total	0
County	
Colusa County	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Colusa County - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
County - Total	0
Supervisorial	
1st Supervisorial District	
Vote by Mail	0
Mail Ballot	0
Election Day	0
1st Supervisorial District - Total	0
2nd Supervisorial District	
Vote by Mail	0
Mail Ballot	0
Election Day	0
2nd Supervisorial District - Total	0
3rd Supervisorial District	
Vote by Mail	0
Mail Ballot	0

District	Times Cast	Registered Voters	Undervotes	Overvotes
Election Day	0	1,884	0	0
3rd Supervisorial District - Total	1,127	1,884	63	0
4th Supervisorial District				
Vote by Mail	1,331	1,895	87	0
Mail Ballot	0	1,895	0	0
Election Day	0	1,895	0	0
4th Supervisorial District - Total	1,331	1,895	87	0
5th Supervisorial District				
Vote by Mail	1,223	2,254	78	0
Mail Ballot	0	2,254	0	0
Election Day	0	2,254	0	0
5th Supervisorial District - Total	1,223	2,254	78	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
Supervisorial - Total	7,122	10,651	437	0
City				
City of Colusa				
Vote by Mail	2,274	3,218	155	0
Mail Ballot	0	3,218	0	0
Election Day	0	3,218	0	0
City of Colusa - Total	2,274	3,218	155	0
City of Williams				
Vote by Mail	1,184	2,160	93	0
Mail Ballot	0	2,160	0	0
Election Day	0	2,160	0	0
City of Williams - Total	1,184	2,160	93	0

District	STEVE GARVEY (REP)	ADAM B. SCHIFF (DEM)	Total Votes
Election Day	0	0	0
3rd Supervisorial District - Total	603	461	1,064
4th Supervisorial District			
Vote by Mail	865	379	1,244
Mail Ballot	0	0	0
Election Day	0	0	0
4th Supervisorial District - Total	865	379	1,244
5th Supervisorial District			
Vote by Mail	777	368	1,145
Mail Ballot	0	0	0
Election Day	0	0	0
5th Supervisorial District - Total	777	368	1,145
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
Supervisorial - Total	4,356	2,329	6,685
City			
City of Colusa			
Vote by Mail	1,385	734	2,119
Mail Ballot	0	0	0
Election Day	0	0	0
City of Colusa - Total	1,385	734	2,119
City of Williams			
Vote by Mail	528	563	1,091
Mail Ballot	0	0	0
Election Day	0	0	0
City of Williams - Total	528	563	1,091

District	Unresolved Write-In
Election Day	0
3rd Supervisorial District - Total	0
4th Supervisorial District	
Vote by Mail	0
Mail Ballot	0
Election Day	0
4th Supervisorial District - Total	0
5th Supervisorial District	
Vote by Mail	0
Mail Ballot	0
Election Day	0
5th Supervisorial District - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
Supervisorial - Total	0
City	
City of Colusa	
Vote by Mail	0
Mail Ballot	0
Election Day	0
City of Colusa - Total	0
City of Williams	
Vote by Mail	0
Mail Ballot	0
Election Day	0
City of Williams - Total	0

District	Times Cast	Registered Voters	Undervotes	Overvotes
Unincorporated				
Vote by Mail	3,664	5,273	189	0
Mail Ballot	0	5,273	0	0
Election Day	0	5,273	0	0
Unincorporated - Total	3,664	5,273	189	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
City - Total	7,122	10,651	437	0
UNINCORPORATED				
UNINCORPORATED				
Vote by Mail	3,664	5,273	189	0
Mail Ballot	0	5,273	0	0
Election Day	0	5,273	0	0
UNINCORPORATED - Total	3,664	5,273	189	0
Unincorporated				
Vote by Mail	3,458	5,378	248	0
Mail Ballot	0	5,378	0	0
Election Day	0	5,378	0	0
Unincorporated - Total	3,458	5,378	248	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
UNINCORPORATED - Total	7,122	10,651	437	0

District	STEVE GARVEY (REP)	ADAM B. SCHIFF (DEM)	Total Votes
Unincorporated			
Vote by Mail	2,443	1,032	3,475
Mail Ballot	0	0	0
Election Day	0	0	0
Unincorporated - Total	2,443	1,032	3,475
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
City - Total	4,356	2,329	6,685
UNINCORPORATED			
UNINCORPORATED			
Vote by Mail	2,443	1,032	3,475
Mail Ballot	0	0	0
Election Day	0	0	0
UNINCORPORATED - Total	2,443	1,032	3,475
Unincorporated			
Vote by Mail	1,913	1,297	3,210
Mail Ballot	0	0	0
Election Day	0	0	0
Unincorporated - Total	1,913	1,297	3,210
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
UNINCORPORATED - Total	4,356	2,329	6,685

District	Unresolved Write-In
Unincorporated	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Unincorporated - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
City - Total	0
UNINCORPORATED	
UNINCORPORATED	
Vote by Mail	0
Mail Ballot	0
Election Day	0
UNINCORPORATED - Total	0
Unincorporated	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Unincorporated - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
UNINCORPORATED - Total	0

US REP CONGRESS DIST1 (Vote for 1)

District	Times Cast	Registered Voters	Undervotes	Overvotes
Electionwide				
Electionwide				
Vote by Mail	7,122	10,651	499	0
Mail Ballot	0	10,651	0	0
Election Day	0	10,651	0	0
Electionwide - Total	7,122	10,651	499	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
Electionwide - Total	7,122	10,651	499	0
Board of Equalization				
Board of Equalization District 1				
Vote by Mail	7,122	10,651	499	0
Mail Ballot	0	10,651	0	0
Election Day	0	10,651	0	0
Board of Equalization District 1 - Total	7,122	10,651	499	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
Board of Equalization - Total	7,122	10,651	499	0
Congressional				
1st Congressional District				
Vote by Mail	7,122	10,651	499	0
Mail Ballot	0	10,651	0	0

District	DOUG LAMALFA (REP)	ROSE PENELOPE YEE (DEM)	Total Votes
Electionwide			
Electionwide			
Vote by Mail	4,528	2,095	6,623
Mail Ballot	0	0	0
Election Day	0	0	0
Electionwide - Total	4,528	2,095	6,623
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
Electionwide - Total	4,528	2,095	6,623
Board of Equalization			
Board of Equalization District 1			
Vote by Mail	4,528	2,095	6,623
Mail Ballot	0	0	0
Election Day	0	0	0
Board of Equalization District 1 - Total	4,528	2,095	6,623
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
Board of Equalization - Total	4,528	2,095	6,623
Congressional			
1st Congressional District			
Vote by Mail	4,528	2,095	6,623
Mail Ballot	0	0	0

Attachment: BOS SOV (10207 : Acknowledge Certified Election Results for the General Presidential

District	Unresolved Write-In
Electionwide	
Electionwide	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Electionwide - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
Electionwide - Total	0
Board of Equalization	
Board of Equalization District 1	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Board of Equalization District 1 - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
Board of Equalization - Total	0
Congressional	
1st Congressional District	
Vote by Mail	0
Mail Ballot	0

District	Times Cast	Registered Voters	Undervotes	Overvotes
Election Day	0	10,651	0	0
1st Congressional District - Total	7,122	10,651	499	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
Congressional - Total	7,122	10,651	499	0
State Assembly				
4th Assembly District				
Vote by Mail	7,122	10,651	499	0
Mail Ballot	0	10,651	0	0
Election Day	0	10,651	0	0
4th Assembly District - Total	7,122	10,651	499	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
State Assembly - Total	7,122	10,651	499	0
State Senate				
1st Senate District				
Vote by Mail	7,122	10,651	499	0
Mail Ballot	0	10,651	0	0
Election Day	0	10,651	0	0
1st Senate District - Total	7,122	10,651	499	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0

District	DOUG LAMALFA (REP)	ROSE PENELOPE YEE (DEM)	Total Votes
Election Day	0	0	0
1st Congressional District - Total	4,528	2,095	6,623
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
Congressional - Total	4,528	2,095	6,623
State Assembly			
4th Assembly District			
Vote by Mail	4,528	2,095	6,623
Mail Ballot	0	0	0
Election Day	0	0	0
4th Assembly District - Total	4,528	2,095	6,623
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
State Assembly - Total	4,528	2,095	6,623
State Senate			
1st Senate District			
Vote by Mail	4,528	2,095	6,623
Mail Ballot	0	0	0
Election Day	0	0	0
1st Senate District - Total	4,528	2,095	6,623
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0

District	Unresolved Write-In
Election Day	0
1st Congressional District - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
Congressional - Total	0
State Assembly	
4th Assembly District	
Vote by Mail	0
Mail Ballot	0
Election Day	0
4th Assembly District - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
State Assembly - Total	0
State Senate	
1st Senate District	
Vote by Mail	0
Mail Ballot	0
Election Day	0
1st Senate District - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0

District	Times Cast	Registered Voters	Undervotes	Overvotes
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
State Senate - Total	7,122	10,651	499	0
County				
Colusa County				
Vote by Mail	7,122	10,651	499	0
Mail Ballot	0	10,651	0	0
Election Day	0	10,651	0	0
Colusa County - Total	7,122	10,651	499	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
County - Total	7,122	10,651	499	0
Supervisorial				
1st Supervisorial District				
Vote by Mail	1,722	2,267	122	0
Mail Ballot	0	2,267	0	0
Election Day	0	2,267	0	0
1st Supervisorial District - Total	1,722	2,267	122	0
2nd Supervisorial District				
Vote by Mail	1,719	2,351	94	0
Mail Ballot	0	2,351	0	0
Election Day	0	2,351	0	0
2nd Supervisorial District - Total	1,719	2,351	94	0
3rd Supervisorial District				
Vote by Mail	1,127	1,884	86	0
Mail Ballot	0	1,884	0	0

District	DOUG LAMALFA (REP)	ROSE PENELOPE YEE (DEM)	Total Votes
Election Day	0	0	0
Cumulative - Total	0	0	0
State Senate - Total	4,528	2,095	6,623
County			
Colusa County			
Vote by Mail	4,528	2,095	6,623
Mail Ballot	0	0	0
Election Day	0	0	0
Colusa County - Total	4,528	2,095	6,623
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
County - Total	4,528	2,095	6,623
Supervisorial			
1st Supervisorial District			
Vote by Mail	1,026	574	1,600
Mail Ballot	0	0	0
Election Day	0	0	0
1st Supervisorial District - Total	1,026	574	1,600
2nd Supervisorial District			
Vote by Mail	1,147	478	1,625
Mail Ballot	0	0	0
Election Day	0	0	0
2nd Supervisorial District - Total	1,147	478	1,625
3rd Supervisorial District			
Vote by Mail	636	405	1,041
Mail Ballot	0	0	0

District	Unresolved Write-In
Election Day	0
Cumulative - Total	0
State Senate - Total	0
County	
Colusa County	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Colusa County - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
County - Total	0
Supervisorial	
1st Supervisorial District	
Vote by Mail	0
Mail Ballot	0
Election Day	0
1st Supervisorial District - Total	0
2nd Supervisorial District	
Vote by Mail	0
Mail Ballot	0
Election Day	0
2nd Supervisorial District - Total	0
3rd Supervisorial District	
Vote by Mail	0
Mail Ballot	0

District	Times Cast	Registered Voters	Undervotes	Overvotes
Election Day	0	1,884	0	0
3rd Supervisorial District - Total	1,127	1,884	86	0
4th Supervisorial District				
Vote by Mail	1,331	1,895	105	0
Mail Ballot	0	1,895	0	0
Election Day	0	1,895	0	0
4th Supervisorial District - Total	1,331	1,895	105	0
5th Supervisorial District				
Vote by Mail	1,223	2,254	92	0
Mail Ballot	0	2,254	0	0
Election Day	0	2,254	0	0
5th Supervisorial District - Total	1,223	2,254	92	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
Supervisorial - Total	7,122	10,651	499	0
City				
City of Colusa				
Vote by Mail	2,274	3,218	143	0
Mail Ballot	0	3,218	0	0
Election Day	0	3,218	0	0
City of Colusa - Total	2,274	3,218	143	0
City of Williams				
Vote by Mail	1,184	2,160	105	0
Mail Ballot	0	2,160	0	0
Election Day	0	2,160	0	0
City of Williams - Total	1,184	2,160	105	0

District	DOUG LAMALFA (REP)	ROSE PENELOPE YEE (DEM)	Total Votes
Election Day	0	0	0
3rd Supervisorial District - Total	636	405	1,041
4th Supervisorial District			
Vote by Mail	907	319	1,226
Mail Ballot	0	0	0
Election Day	0	0	0
4th Supervisorial District - Total	907	319	1,226
5th Supervisorial District			
Vote by Mail	812	319	1,131
Mail Ballot	0	0	0
Election Day	0	0	0
5th Supervisorial District - Total	812	319	1,131
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
Supervisorial - Total	4,528	2,095	6,623
City			
City of Colusa			
Vote by Mail	1,461	670	2,131
Mail Ballot	0	0	0
Election Day	0	0	0
City of Colusa - Total	1,461	670	2,131
City of Williams			
Vote by Mail	574	505	1,079
Mail Ballot	0	0	0
Election Day	0	0	0
City of Williams - Total	574	505	1,079

District	Unresolved Write-In
Election Day	0
3rd Supervisorial District - Total	0
4th Supervisorial District	
Vote by Mail	0
Mail Ballot	0
Election Day	0
4th Supervisorial District - Total	0
5th Supervisorial District	
Vote by Mail	0
Mail Ballot	0
Election Day	0
5th Supervisorial District - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
Supervisorial - Total	0
City	
City of Colusa	
Vote by Mail	0
Mail Ballot	0
Election Day	0
City of Colusa - Total	0
City of Williams	
Vote by Mail	0
Mail Ballot	0
Election Day	0
City of Williams - Total	0

District	Times Cast	Registered Voters	Undervotes	Overvotes
Unincorporated				
Vote by Mail	3,664	5,273	251	0
Mail Ballot	0	5,273	0	0
Election Day	0	5,273	0	0
Unincorporated - Total	3,664	5,273	251	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
City - Total	7,122	10,651	499	0
UNINCORPORATED				
UNINCORPORATED				
Vote by Mail	3,664	5,273	251	0
Mail Ballot	0	5,273	0	0
Election Day	0	5,273	0	0
UNINCORPORATED - Total	3,664	5,273	251	0
Unincorporated				
Vote by Mail	3,458	5,378	248	0
Mail Ballot	0	5,378	0	0
Election Day	0	5,378	0	0
Unincorporated - Total	3,458	5,378	248	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
UNINCORPORATED - Total	7,122	10,651	499	0

District	DOUG LAMALFA (REP)	ROSE PENELOPE YEE (DEM)	Total Votes
Unincorporated			
Vote by Mail	2,493	920	3,413
Mail Ballot	0	0	0
Election Day	0	0	0
Unincorporated - Total	2,493	920	3,413
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
City - Total	4,528	2,095	6,623
UNINCORPORATED			
UNINCORPORATED			
Vote by Mail	2,493	920	3,413
Mail Ballot	0	0	0
Election Day	0	0	0
UNINCORPORATED - Total	2,493	920	3,413
Unincorporated			
Vote by Mail	2,035	1,175	3,210
Mail Ballot	0	0	0
Election Day	0	0	0
Unincorporated - Total	2,035	1,175	3,210
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
UNINCORPORATED - Total	4,528	2,095	6,623

District	Unresolved Write-In
Unincorporated	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Unincorporated - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
City - Total	0
UNINCORPORATED	
UNINCORPORATED	
Vote by Mail	0
Mail Ballot	0
Election Day	0
UNINCORPORATED - Total	0
Unincorporated	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Unincorporated - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
UNINCORPORATED - Total	0

STATE SENATOR DIST 1 (Vote for 1)

District	Times Cast	Registered Voters	Undervotes	Overvotes
Electionwide				
Electionwide				
Vote by Mail	7,122	10,651	933	0
Mail Ballot	0	10,651	0	0
Election Day	0	10,651	0	0
Electionwide - Total	7,122	10,651	933	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
Electionwide - Total	7,122	10,651	933	0
Board of Equalization				
Board of Equalization District 1				
Vote by Mail	7,122	10,651	933	0
Mail Ballot	0	10,651	0	0
Election Day	0	10,651	0	0
Board of Equalization District 1 - Total	7,122	10,651	933	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
Board of Equalization - Total	7,122	10,651	933	0
Congressional				
1st Congressional District				
Vote by Mail	7,122	10,651	933	0
Mail Ballot	0	10,651	0	0

District	DAVID FENNELL (REP)	MEGAN DAHLE (REP)	Total Votes
Electionwide			
Electionwide			
Vote by Mail	1,539	4,650	6,189
Mail Ballot	0	0	0
Election Day	0	0	0
Electionwide - Total	1,539	4,650	6,189
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
Electionwide - Total	1,539	4,650	6,189
Board of Equalization			
Board of Equalization District 1			
Vote by Mail	1,539	4,650	6,189
Mail Ballot	0	0	0
Election Day	0	0	0
Board of Equalization District 1 - Total	1,539	4,650	6,189
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
Board of Equalization - Total	1,539	4,650	6,189
Congressional			
1st Congressional District			
Vote by Mail	1,539	4,650	6,189
Mail Ballot	0	0	0

Attachment: BOS SOV (10207 : Acknowledge Certified Election Results for the General Presidential

District	Unresolved Write-In
Electionwide	
Electionwide	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Electionwide - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
Electionwide - Total	0
Board of Equalization	
Board of Equalization District 1	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Board of Equalization District 1 - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
Board of Equalization - Total	0
Congressional	
1st Congressional District	
Vote by Mail	0
Mail Ballot	0

District	Times Cast	Registered Voters	Undervotes	Overvotes
Election Day	0	10,651	0	0
1st Congressional District - Total	7,122	10,651	933	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
Congressional - Total	7,122	10,651	933	0
State Assembly				
4th Assembly District				
Vote by Mail	7,122	10,651	933	0
Mail Ballot	0	10,651	0	0
Election Day	0	10,651	0	0
4th Assembly District - Total	7,122	10,651	933	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
State Assembly - Total	7,122	10,651	933	0
State Senate				
1st Senate District				
Vote by Mail	7,122	10,651	933	0
Mail Ballot	0	10,651	0	0
Election Day	0	10,651	0	0
1st Senate District - Total	7,122	10,651	933	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0

District	DAVID FENNELL (REP)	MEGAN DAHLE (REP)	Total Votes
Election Day	0	0	0
1st Congressional District - Total	1,539	4,650	6,189
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
Congressional - Total	1,539	4,650	6,189
State Assembly			
4th Assembly District			
Vote by Mail	1,539	4,650	6,189
Mail Ballot	0	0	0
Election Day	0	0	0
4th Assembly District - Total	1,539	4,650	6,189
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
State Assembly - Total	1,539	4,650	6,189
State Senate			
1st Senate District			
Vote by Mail	1,539	4,650	6,189
Mail Ballot	0	0	0
Election Day	0	0	0
1st Senate District - Total	1,539	4,650	6,189
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0

District	Unresolved Write-In
Election Day	0
1st Congressional District - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
Congressional - Total	0
State Assembly	
4th Assembly District	
Vote by Mail	0
Mail Ballot	0
Election Day	0
4th Assembly District - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
State Assembly - Total	0
State Senate	
1st Senate District	
Vote by Mail	0
Mail Ballot	0
Election Day	0
1st Senate District - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0

District	Times Cast	Registered Voters	Undervotes	Overvotes
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
State Senate - Total	7,122	10,651	933	0
County				
Colusa County				
Vote by Mail	7,122	10,651	933	0
Mail Ballot	0	10,651	0	0
Election Day	0	10,651	0	0
Colusa County - Total	7,122	10,651	933	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
County - Total	7,122	10,651	933	0
Supervisorial				
1st Supervisorial District				
Vote by Mail	1,722	2,267	248	0
Mail Ballot	0	2,267	0	0
Election Day	0	2,267	0	0
1st Supervisorial District - Total	1,722	2,267	248	0
2nd Supervisorial District				
Vote by Mail	1,719	2,351	210	0
Mail Ballot	0	2,351	0	0
Election Day	0	2,351	0	0
2nd Supervisorial District - Total	1,719	2,351	210	0
3rd Supervisorial District				
Vote by Mail	1,127	1,884	125	0
Mail Ballot	0	1,884	0	0

District	DAVID FENNELL (REP)	MEGAN DAHLE (REP)	Total Votes
Election Day	0	0	0
Cumulative - Total	0	0	0
State Senate - Total	1,539	4,650	6,189
County			
Colusa County			
Vote by Mail	1,539	4,650	6,189
Mail Ballot	0	0	0
Election Day	0	0	0
Colusa County - Total	1,539	4,650	6,189
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
County - Total	1,539	4,650	6,189
Supervisorial			
1st Supervisorial District			
Vote by Mail	342	1,132	1,474
Mail Ballot	0	0	0
Election Day	0	0	0
1st Supervisorial District - Total	342	1,132	1,474
2nd Supervisorial District			
Vote by Mail	396	1,113	1,509
Mail Ballot	0	0	0
Election Day	0	0	0
2nd Supervisorial District - Total	396	1,113	1,509
3rd Supervisorial District			
Vote by Mail	261	741	1,002
Mail Ballot	0	0	0

District	Unresolved Write-In
Election Day	0
Cumulative - Total	0
State Senate - Total	0
County	
Colusa County	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Colusa County - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
County - Total	0
Supervisorial	
1st Supervisorial District	
Vote by Mail	0
Mail Ballot	0
Election Day	0
1st Supervisorial District - Total	0
2nd Supervisorial District	
Vote by Mail	0
Mail Ballot	0
Election Day	0
2nd Supervisorial District - Total	0
3rd Supervisorial District	
Vote by Mail	0
Mail Ballot	0

District	Times Cast	Registered Voters	Undervotes	Overvotes
Election Day	0	1,884	0	0
3rd Supervisorial District - Total	1,127	1,884	125	0
4th Supervisorial District				
Vote by Mail	1,331	1,895	164	0
Mail Ballot	0	1,895	0	0
Election Day	0	1,895	0	0
4th Supervisorial District - Total	1,331	1,895	164	0
5th Supervisorial District				
Vote by Mail	1,223	2,254	186	0
Mail Ballot	0	2,254	0	0
Election Day	0	2,254	0	0
5th Supervisorial District - Total	1,223	2,254	186	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
Supervisorial - Total	7,122	10,651	933	0
City				
City of Colusa				
Vote by Mail	2,274	3,218	317	0
Mail Ballot	0	3,218	0	0
Election Day	0	3,218	0	0
City of Colusa - Total	2,274	3,218	317	0
City of Williams				
Vote by Mail	1,184	2,160	163	0
Mail Ballot	0	2,160	0	0
Election Day	0	2,160	0	0
City of Williams - Total	1,184	2,160	163	0

District	DAVID FENNELL (REP)	MEGAN DAHLE (REP)	Total Votes
Election Day	0	0	0
3rd Supervisorial District - Total	261	741	1,002
4th Supervisorial District			
Vote by Mail	266	901	1,167
Mail Ballot	0	0	0
Election Day	0	0	0
4th Supervisorial District - Total	266	901	1,167
5th Supervisorial District			
Vote by Mail	274	763	1,037
Mail Ballot	0	0	0
Election Day	0	0	0
5th Supervisorial District - Total	274	763	1,037
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
Supervisorial - Total	1,539	4,650	6,189
City			
City of Colusa			
Vote by Mail	526	1,431	1,957
Mail Ballot	0	0	0
Election Day	0	0	0
City of Colusa - Total	526	1,431	1,957
City of Williams			
Vote by Mail	265	756	1,021
Mail Ballot	0	0	0
Election Day	0	0	0
City of Williams - Total	265	756	1,021

District	Unresolved Write-In
Election Day	0
3rd Supervisorial District - Total	0
4th Supervisorial District	
Vote by Mail	0
Mail Ballot	0
Election Day	0
4th Supervisorial District - Total	0
5th Supervisorial District	
Vote by Mail	0
Mail Ballot	0
Election Day	0
5th Supervisorial District - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
Supervisorial - Total	0
City	
City of Colusa	
Vote by Mail	0
Mail Ballot	0
Election Day	0
City of Colusa - Total	0
City of Williams	
Vote by Mail	0
Mail Ballot	0
Election Day	0
City of Williams - Total	0

District	Times Cast	Registered Voters	Undervotes	Overvotes
Unincorporated				
Vote by Mail	3,664	5,273	453	0
Mail Ballot	0	5,273	0	0
Election Day	0	5,273	0	0
Unincorporated - Total	3,664	5,273	453	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
City - Total	7,122	10,651	933	0
UNINCORPORATED				
UNINCORPORATED				
Vote by Mail	3,664	5,273	453	0
Mail Ballot	0	5,273	0	0
Election Day	0	5,273	0	0
UNINCORPORATED - Total	3,664	5,273	453	0
Unincorporated				
Vote by Mail	3,458	5,378	480	0
Mail Ballot	0	5,378	0	0
Election Day	0	5,378	0	0
Unincorporated - Total	3,458	5,378	480	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
UNINCORPORATED - Total	7,122	10,651	933	0

District	DAVID FENNELL (REP)	MEGAN DAHLE (REP)	Total Votes
Unincorporated			
Vote by Mail	748	2,463	3,211
Mail Ballot	0	0	0
Election Day	0	0	0
Unincorporated - Total	748	2,463	3,211
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
City - Total	1,539	4,650	6,189
UNINCORPORATED			
UNINCORPORATED			
Vote by Mail	748	2,463	3,211
Mail Ballot	0	0	0
Election Day	0	0	0
UNINCORPORATED - Total	748	2,463	3,211
Unincorporated			
Vote by Mail	791	2,187	2,978
Mail Ballot	0	0	0
Election Day	0	0	0
Unincorporated - Total	791	2,187	2,978
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
UNINCORPORATED - Total	1,539	4,650	6,189

District	Unresolved Write-In
Unincorporated	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Unincorporated - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
City - Total	0
UNINCORPORATED	
UNINCORPORATED	
Vote by Mail	0
Mail Ballot	0
Election Day	0
UNINCORPORATED - Total	0
Unincorporated	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Unincorporated - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
UNINCORPORATED - Total	0

ASSEMBLY MEMBER DIST 4 (Vote for 1)

District	Times Cast	Registered Voters	Undervotes	Overvotes
Electionwide				
Electionwide				
Vote by Mail	7,122	10,651	320	0
Mail Ballot	0	10,651	0	0
Election Day	0	10,651	0	0
Electionwide - Total	7,122	10,651	320	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
Electionwide - Total	7,122	10,651	320	0
Board of Equalization				
Board of Equalization District 1				
Vote by Mail	7,122	10,651	320	0
Mail Ballot	0	10,651	0	0
Election Day	0	10,651	0	0
Board of Equalization District 1 - Total	7,122	10,651	320	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
Board of Equalization - Total	7,122	10,651	320	0
Congressional				
1st Congressional District				
Vote by Mail	7,122	10,651	320	0
Mail Ballot	0	10,651	0	0

District	CECILIA M. AGUIAR-CURRY (DEM)	DARREN T. ELLIS (REP)	Total Votes
Electionwide			
Electionwide			
Vote by Mail	2,858	3,944	6,802
Mail Ballot	0	0	0
Election Day	0	0	0
Electionwide - Total	2,858	3,944	6,802
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
Electionwide - Total	2,858	3,944	6,802
Board of Equalization			
Board of Equalization District 1			
Vote by Mail	2,858	3,944	6,802
Mail Ballot	0	0	0
Election Day	0	0	0
Board of Equalization District 1 - Total	2,858	3,944	6,802
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
Board of Equalization - Total	2,858	3,944	6,802
Congressional			
1st Congressional District			
Vote by Mail	2,858	3,944	6,802
Mail Ballot	0	0	0

Attachment: BOS SOV (10207 : Acknowledge Certified Election Results for the General Presidential

District	Unresolved Write-In
Electionwide	
Electionwide	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Electionwide - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
Electionwide - Total	0
Board of Equalization	
Board of Equalization District 1	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Board of Equalization District 1 - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
Board of Equalization - Total	0
Congressional	
1st Congressional District	
Vote by Mail	0
Mail Ballot	0

District	Times Cast	Registered Voters	Undervotes	Overvotes
Election Day	0	10,651	0	0
1st Congressional District - Total	7,122	10,651	320	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
Congressional - Total	7,122	10,651	320	0
State Assembly				
4th Assembly District				
Vote by Mail	7,122	10,651	320	0
Mail Ballot	0	10,651	0	0
Election Day	0	10,651	0	0
4th Assembly District - Total	7,122	10,651	320	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
State Assembly - Total	7,122	10,651	320	0
State Senate				
1st Senate District				
Vote by Mail	7,122	10,651	320	0
Mail Ballot	0	10,651	0	0
Election Day	0	10,651	0	0
1st Senate District - Total	7,122	10,651	320	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0

District	CECILIA M. AGUIAR-CURRY (DEM)	DARREN T. ELLIS (REP)	Total Votes
Election Day	0	0	0
1st Congressional District - Total	2,858	3,944	6,802
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
Congressional - Total	2,858	3,944	6,802
State Assembly			
4th Assembly District			
Vote by Mail	2,858	3,944	6,802
Mail Ballot	0	0	0
Election Day	0	0	0
4th Assembly District - Total	2,858	3,944	6,802
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
State Assembly - Total	2,858	3,944	6,802
State Senate			
1st Senate District			
Vote by Mail	2,858	3,944	6,802
Mail Ballot	0	0	0
Election Day	0	0	0
1st Senate District - Total	2,858	3,944	6,802
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0

District	Unresolved Write-In
Election Day	0
1st Congressional District - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
Congressional - Total	0
State Assembly	
4th Assembly District	
Vote by Mail	0
Mail Ballot	0
Election Day	0
4th Assembly District - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
State Assembly - Total	0
State Senate	
1st Senate District	
Vote by Mail	0
Mail Ballot	0
Election Day	0
1st Senate District - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0

District	Times Cast	Registered Voters	Undervotes	Overvotes
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
State Senate - Total	7,122	10,651	320	0
County				
Colusa County				
Vote by Mail	7,122	10,651	320	0
Mail Ballot	0	10,651	0	0
Election Day	0	10,651	0	0
Colusa County - Total	7,122	10,651	320	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
County - Total	7,122	10,651	320	0
Supervisorial				
1st Supervisorial District				
Vote by Mail	1,722	2,267	50	0
Mail Ballot	0	2,267	0	0
Election Day	0	2,267	0	0
1st Supervisorial District - Total	1,722	2,267	50	0
2nd Supervisorial District				
Vote by Mail	1,719	2,351	84	0
Mail Ballot	0	2,351	0	0
Election Day	0	2,351	0	0
2nd Supervisorial District - Total	1,719	2,351	84	0
3rd Supervisorial District				
Vote by Mail	1,127	1,884	41	0
Mail Ballot	0	1,884	0	0

District	CECILIA M. AGUIAR-CURRY (DEM)	DARREN T. ELLIS (REP)	Total Votes
Election Day	0	0	0
Cumulative - Total	0	0	0
State Senate - Total	2,858	3,944	6,802
County			
Colusa County			
Vote by Mail	2,858	3,944	6,802
Mail Ballot	0	0	0
Election Day	0	0	0
Colusa County - Total	2,858	3,944	6,802
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
County - Total	2,858	3,944	6,802
Supervisorial			
1st Supervisorial District			
Vote by Mail	737	935	1,672
Mail Ballot	0	0	0
Election Day	0	0	0
1st Supervisorial District - Total	737	935	1,672
2nd Supervisorial District			
Vote by Mail	654	981	1,635
Mail Ballot	0	0	0
Election Day	0	0	0
2nd Supervisorial District - Total	654	981	1,635
3rd Supervisorial District			
Vote by Mail	568	518	1,086
Mail Ballot	0	0	0

District	Unresolved Write-In
Election Day	0
Cumulative - Total	0
State Senate - Total	0
County	
Colusa County	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Colusa County - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
County - Total	0
Supervisorial	
1st Supervisorial District	
Vote by Mail	0
Mail Ballot	0
Election Day	0
1st Supervisorial District - Total	0
2nd Supervisorial District	
Vote by Mail	0
Mail Ballot	0
Election Day	0
2nd Supervisorial District - Total	0
3rd Supervisorial District	
Vote by Mail	0
Mail Ballot	0

District	Times Cast	Registered Voters	Undervotes	Overvotes
Election Day	0	1,884	0	0
3rd Supervisorial District - Total	1,127	1,884	41	0
4th Supervisorial District				
Vote by Mail	1,331	1,895	70	0
Mail Ballot	0	1,895	0	0
Election Day	0	1,895	0	0
4th Supervisorial District - Total	1,331	1,895	70	0
5th Supervisorial District				
Vote by Mail	1,223	2,254	75	0
Mail Ballot	0	2,254	0	0
Election Day	0	2,254	0	0
5th Supervisorial District - Total	1,223	2,254	75	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
Supervisorial - Total	7,122	10,651	320	0
City				
City of Colusa				
Vote by Mail	2,274	3,218	117	0
Mail Ballot	0	3,218	0	0
Election Day	0	3,218	0	0
City of Colusa - Total	2,274	3,218	117	0
City of Williams				
Vote by Mail	1,184	2,160	51	0
Mail Ballot	0	2,160	0	0
Election Day	0	2,160	0	0
City of Williams - Total	1,184	2,160	51	0

District	CECILIA M. AGUIAR-CURRY (DEM)	DARREN T. ELLIS (REP)	Total Votes
Election Day	0	0	0
3rd Supervisorial District - Total	568	518	1,086
4th Supervisorial District			
Vote by Mail	466	795	1,261
Mail Ballot	0	0	0
Election Day	0	0	0
4th Supervisorial District - Total	466	795	1,261
5th Supervisorial District			
Vote by Mail	433	715	1,148
Mail Ballot	0	0	0
Election Day	0	0	0
5th Supervisorial District - Total	433	715	1,148
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
Supervisorial - Total	2,858	3,944	6,802
City			
City of Colusa			
Vote by Mail	898	1,259	2,157
Mail Ballot	0	0	0
Election Day	0	0	0
City of Colusa - Total	898	1,259	2,157
City of Williams			
Vote by Mail	705	428	1,133
Mail Ballot	0	0	0
Election Day	0	0	0
City of Williams - Total	705	428	1,133

District	Unresolved Write-In
Election Day	0
3rd Supervisorial District - Total	0
4th Supervisorial District	
Vote by Mail	0
Mail Ballot	0
Election Day	0
4th Supervisorial District - Total	0
5th Supervisorial District	
Vote by Mail	0
Mail Ballot	0
Election Day	0
5th Supervisorial District - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
Supervisorial - Total	0
City	
City of Colusa	
Vote by Mail	0
Mail Ballot	0
Election Day	0
City of Colusa - Total	0
City of Williams	
Vote by Mail	0
Mail Ballot	0
Election Day	0
City of Williams - Total	0

District	Times Cast	Registered Voters	Undervotes	Overvotes
Unincorporated				
Vote by Mail	3,664	5,273	152	0
Mail Ballot	0	5,273	0	0
Election Day	0	5,273	0	0
Unincorporated - Total	3,664	5,273	152	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
City - Total	7,122	10,651	320	0
UNINCORPORATED				
UNINCORPORATED				
Vote by Mail	3,664	5,273	152	0
Mail Ballot	0	5,273	0	0
Election Day	0	5,273	0	0
UNINCORPORATED - Total	3,664	5,273	152	0
Unincorporated				
Vote by Mail	3,458	5,378	168	0
Mail Ballot	0	5,378	0	0
Election Day	0	5,378	0	0
Unincorporated - Total	3,458	5,378	168	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
UNINCORPORATED - Total	7,122	10,651	320	0

District	CECILIA M. AGUIAR-CURRY (DEM)	DARREN T. ELLIS (REP)	Total Votes
Unincorporated			
Vote by Mail	1,255	2,257	3,512
Mail Ballot	0	0	0
Election Day	0	0	0
Unincorporated - Total	1,255	2,257	3,512
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
City - Total	2,858	3,944	6,802
UNINCORPORATED			
UNINCORPORATED			
Vote by Mail	1,255	2,257	3,512
Mail Ballot	0	0	0
Election Day	0	0	0
UNINCORPORATED - Total	1,255	2,257	3,512
Unincorporated			
Vote by Mail	1,603	1,687	3,290
Mail Ballot	0	0	0
Election Day	0	0	0
Unincorporated - Total	1,603	1,687	3,290
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
UNINCORPORATED - Total	2,858	3,944	6,802

District	Unresolved Write-In
Unincorporated	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Unincorporated - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
City - Total	0
UNINCORPORATED	
UNINCORPORATED	
Vote by Mail	0
Mail Ballot	0
Election Day	0
UNINCORPORATED - Total	0
Unincorporated	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Unincorporated - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
UNINCORPORATED - Total	0

YUBA CCD TRA# 6 (Vote for 1)

District	Times Cast	Registered Voters	Undervotes	Overvotes
Electionwide				
Electionwide				
Vote by Mail	3,483	5,215	454	0
Mail Ballot	0	5,215	0	0
Election Day	0	5,215	0	0
Electionwide - Total	3,483	5,215	454	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
Electionwide - Total	3,483	5,215	454	0
Board of Equalization				
Board of Equalization District 1				
Vote by Mail	3,483	5,215	454	0
Mail Ballot	0	5,215	0	0
Election Day	0	5,215	0	0
Board of Equalization District 1 - Total	3,483	5,215	454	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
Board of Equalization - Total	3,483	5,215	454	0
Congressional				
1st Congressional District				
Vote by Mail	3,483	5,215	454	0
Mail Ballot	0	5,215	0	0

District	JOSE L. GARCIA	DEBORAH BAUTISTA ZAVALA	Total Votes
Electionwide			
Electionwide			
Vote by Mail	1,772	1,257	3,029
Mail Ballot	0	0	0
Election Day	0	0	0
Electionwide - Total	1,772	1,257	3,029
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
Electionwide - Total	1,772	1,257	3,029
Board of Equalization			
Board of Equalization District 1			
Vote by Mail	1,772	1,257	3,029
Mail Ballot	0	0	0
Election Day	0	0	0
Board of Equalization District 1 - Total	1,772	1,257	3,029
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
Board of Equalization - Total	1,772	1,257	3,029
Congressional			
1st Congressional District			
Vote by Mail	1,772	1,257	3,029
Mail Ballot	0	0	0

Attachment: BOS SOV (10207 : Acknowledge Certified Election Results for the General Presidential

District	Unresolved Write-In
Electionwide	
Electionwide	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Electionwide - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
Electionwide - Total	0
Board of Equalization	
Board of Equalization District 1	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Board of Equalization District 1 - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
Board of Equalization - Total	0
Congressional	
1st Congressional District	
Vote by Mail	0
Mail Ballot	0

District	Times Cast	Registered Voters	Undervotes	Overvotes
Election Day	0	5,215	0	0
1st Congressional District - Total	3,483	5,215	454	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
Congressional - Total	3,483	5,215	454	0
State Assembly				
4th Assembly District				
Vote by Mail	3,483	5,215	454	0
Mail Ballot	0	5,215	0	0
Election Day	0	5,215	0	0
4th Assembly District - Total	3,483	5,215	454	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
State Assembly - Total	3,483	5,215	454	0
State Senate				
1st Senate District				
Vote by Mail	3,483	5,215	454	0
Mail Ballot	0	5,215	0	0
Election Day	0	5,215	0	0
1st Senate District - Total	3,483	5,215	454	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0

District	JOSE L. GARCIA	DEBORAH BAUTISTA ZAVALA	Total Votes
Election Day	0	0	0
1st Congressional District - Total	1,772	1,257	3,029
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
Congressional - Total	1,772	1,257	3,029
State Assembly			
4th Assembly District			
Vote by Mail	1,772	1,257	3,029
Mail Ballot	0	0	0
Election Day	0	0	0
4th Assembly District - Total	1,772	1,257	3,029
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
State Assembly - Total	1,772	1,257	3,029
State Senate			
1st Senate District			
Vote by Mail	1,772	1,257	3,029
Mail Ballot	0	0	0
Election Day	0	0	0
1st Senate District - Total	1,772	1,257	3,029
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0

District	Unresolved Write-In
Election Day	0
1st Congressional District - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
Congressional - Total	0
State Assembly	
4th Assembly District	
Vote by Mail	0
Mail Ballot	0
Election Day	0
4th Assembly District - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
State Assembly - Total	0
State Senate	
1st Senate District	
Vote by Mail	0
Mail Ballot	0
Election Day	0
1st Senate District - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0

District	Times Cast	Registered Voters	Undervotes	Overvotes
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
State Senate - Total	3,483	5,215	454	0
County				
Colusa County				
Vote by Mail	3,483	5,215	454	0
Mail Ballot	0	5,215	0	0
Election Day	0	5,215	0	0
Colusa County - Total	3,483	5,215	454	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
County - Total	3,483	5,215	454	0
Supervisorial				
1st Supervisorial District				
Vote by Mail	1,722	2,267	220	0
Mail Ballot	0	2,267	0	0
Election Day	0	2,267	0	0
1st Supervisorial District - Total	1,722	2,267	220	0
2nd Supervisorial District				
Vote by Mail	223	317	36	0
Mail Ballot	0	317	0	0
Election Day	0	317	0	0
2nd Supervisorial District - Total	223	317	36	0
3rd Supervisorial District				
Vote by Mail	1,127	1,884	154	0
Mail Ballot	0	1,884	0	0

District	JOSE L. GARCIA	DEBORAH BAUTISTA ZAVALA	Total Votes
Election Day	0	0	0
Cumulative - Total	0	0	0
State Senate - Total	1,772	1,257	3,029
County			
Colusa County			
Vote by Mail	1,772	1,257	3,029
Mail Ballot	0	0	0
Election Day	0	0	0
Colusa County - Total	1,772	1,257	3,029
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
County - Total	1,772	1,257	3,029
Supervisorial			
1st Supervisorial District			
Vote by Mail	942	560	1,502
Mail Ballot	0	0	0
Election Day	0	0	0
1st Supervisorial District - Total	942	560	1,502
2nd Supervisorial District			
Vote by Mail	119	68	187
Mail Ballot	0	0	0
Election Day	0	0	0
2nd Supervisorial District - Total	119	68	187
3rd Supervisorial District			
Vote by Mail	516	457	973
Mail Ballot	0	0	0

District	Unresolved Write-In
Election Day	0
Cumulative - Total	0
State Senate - Total	0
County	
Colusa County	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Colusa County - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
County - Total	0
Supervisorial	
1st Supervisorial District	
Vote by Mail	0
Mail Ballot	0
Election Day	0
1st Supervisorial District - Total	0
2nd Supervisorial District	
Vote by Mail	0
Mail Ballot	0
Election Day	0
2nd Supervisorial District - Total	0
3rd Supervisorial District	
Vote by Mail	0
Mail Ballot	0

District	Times Cast	Registered Voters	Undervotes	Overvotes
Election Day	0	1,884	0	0
3rd Supervisorial District - Total	1,127	1,884	154	0
4th Supervisorial District				
Vote by Mail	411	747	44	0
Mail Ballot	0	747	0	0
Election Day	0	747	0	0
4th Supervisorial District - Total	411	747	44	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
Supervisorial - Total	3,483	5,215	454	0
City				
City of Williams				
Vote by Mail	1,183	2,159	134	0
Mail Ballot	0	2,159	0	0
Election Day	0	2,159	0	0
City of Williams - Total	1,183	2,159	134	0
Unincorporated				
Vote by Mail	2,300	3,056	320	0
Mail Ballot	0	3,056	0	0
Election Day	0	3,056	0	0
Unincorporated - Total	2,300	3,056	320	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
City - Total	3,483	5,215	454	0

District	JOSE L. GARCIA	DEBORAH BAUTISTA ZAVALA	Total Votes
Election Day	0	0	0
3rd Supervisorial District - Total	516	457	973
4th Supervisorial District			
Vote by Mail	195	172	367
Mail Ballot	0	0	0
Election Day	0	0	0
4th Supervisorial District - Total	195	172	367
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
Supervisorial - Total	1,772	1,257	3,029
City			
City of Williams			
Vote by Mail	523	526	1,049
Mail Ballot	0	0	0
Election Day	0	0	0
City of Williams - Total	523	526	1,049
Unincorporated			
Vote by Mail	1,249	731	1,980
Mail Ballot	0	0	0
Election Day	0	0	0
Unincorporated - Total	1,249	731	1,980
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
City - Total	1,772	1,257	3,029

District	Unresolved Write-In
Election Day	0
3rd Supervisorial District - Total	0
4th Supervisorial District	
Vote by Mail	0
Mail Ballot	0
Election Day	0
4th Supervisorial District - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
Supervisorial - Total	0
City	
City of Williams	
Vote by Mail	0
Mail Ballot	0
Election Day	0
City of Williams - Total	0
Unincorporated	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Unincorporated - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
City - Total	0

District	Times Cast	Registered Voters	Undervotes	Overvotes
UNINCORPORATED				
UNINCORPORATED				
Vote by Mail	2,300	3,056	320	0
Mail Ballot	0	3,056	0	0
Election Day	0	3,056	0	0
UNINCORPORATED - Total	2,300	3,056	320	0
Unincorporated				
Vote by Mail	1,183	2,159	134	0
Mail Ballot	0	2,159	0	0
Election Day	0	2,159	0	0
Unincorporated - Total	1,183	2,159	134	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
UNINCORPORATED - Total	3,483	5,215	454	0

District	JOSE L. GARCIA	DEBORAH BAUTISTA ZAVALA	Total Votes
UNINCORPORATED			
UNINCORPORATED			
Vote by Mail	1,249	731	1,980
Mail Ballot	0	0	0
Election Day	0	0	0
UNINCORPORATED - Total	1,249	731	1,980
Unincorporated			
Vote by Mail	523	526	1,049
Mail Ballot	0	0	0
Election Day	0	0	0
Unincorporated - Total	523	526	1,049
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
UNINCORPORATED - Total	1,772	1,257	3,029

District	Unresolved Write-In
UNINCORPORATED	
UNINCORPORATED	
Vote by Mail	0
Mail Ballot	0
Election Day	0
UNINCORPORATED - Total	0
Unincorporated	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Unincorporated - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
UNINCORPORATED - Total	0

YUBA CCD TRA# 7 (Vote for 1)

District	Times Cast	Registered Voters	Undervotes	Overvotes
Electionwide				
Electionwide				
Vote by Mail	3,639	5,436	925	0
Mail Ballot	0	5,436	0	0
Election Day	0	5,436	0	0
Electionwide - Total	3,639	5,436	925	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
Electionwide - Total	3,639	5,436	925	0
Board of Equalization				
Board of Equalization District 1				
Vote by Mail	3,639	5,436	925	0
Mail Ballot	0	5,436	0	0
Election Day	0	5,436	0	0
Board of Equalization District 1 - Total	3,639	5,436	925	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
Board of Equalization - Total	3,639	5,436	925	0
Congressional				
1st Congressional District				
Vote by Mail	3,639	5,436	925	0
Mail Ballot	0	5,436	0	0

District	JEFFREY LEE DRYDEN	DOUGLAS M. HARRIS	Total Votes
Electionwide			
Electionwide			
Vote by Mail	1,415	1,299	2,714
Mail Ballot	0	0	0
Election Day	0	0	0
Electionwide - Total	1,415	1,299	2,714
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
Electionwide - Total	1,415	1,299	2,714
Board of Equalization			
Board of Equalization District 1			
Vote by Mail	1,415	1,299	2,714
Mail Ballot	0	0	0
Election Day	0	0	0
Board of Equalization District 1 - Total	1,415	1,299	2,714
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
Board of Equalization - Total	1,415	1,299	2,714
Congressional			
1st Congressional District			
Vote by Mail	1,415	1,299	2,714
Mail Ballot	0	0	0

Attachment: BOS SOV (10207 : Acknowledge Certified Election Results for the General Presidential

District	Unresolved Write-In
Electionwide	
Electionwide	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Electionwide - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
Electionwide - Total	0
Board of Equalization	
Board of Equalization District 1	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Board of Equalization District 1 - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
Board of Equalization - Total	0
Congressional	
1st Congressional District	
Vote by Mail	0
Mail Ballot	0

District	Times Cast	Registered Voters	Undervotes	Overvotes
Election Day	0	5,436	0	0
1st Congressional District - Total	3,639	5,436	925	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
Congressional - Total	3,639	5,436	925	0
State Assembly				
4th Assembly District				
Vote by Mail	3,639	5,436	925	0
Mail Ballot	0	5,436	0	0
Election Day	0	5,436	0	0
4th Assembly District - Total	3,639	5,436	925	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
State Assembly - Total	3,639	5,436	925	0
State Senate				
1st Senate District				
Vote by Mail	3,639	5,436	925	0
Mail Ballot	0	5,436	0	0
Election Day	0	5,436	0	0
1st Senate District - Total	3,639	5,436	925	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0

District	JEFFREY LEE DRYDEN	DOUGLAS M. HARRIS	Total Votes
Election Day	0	0	0
1st Congressional District - Total	1,415	1,299	2,714
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
Congressional - Total	1,415	1,299	2,714
State Assembly			
4th Assembly District			
Vote by Mail	1,415	1,299	2,714
Mail Ballot	0	0	0
Election Day	0	0	0
4th Assembly District - Total	1,415	1,299	2,714
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
State Assembly - Total	1,415	1,299	2,714
State Senate			
1st Senate District			
Vote by Mail	1,415	1,299	2,714
Mail Ballot	0	0	0
Election Day	0	0	0
1st Senate District - Total	1,415	1,299	2,714
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0

District	Unresolved Write-In
Election Day	0
1st Congressional District - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
Congressional - Total	0
State Assembly	
4th Assembly District	
Vote by Mail	0
Mail Ballot	0
Election Day	0
4th Assembly District - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
State Assembly - Total	0
State Senate	
1st Senate District	
Vote by Mail	0
Mail Ballot	0
Election Day	0
1st Senate District - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0

District	Times Cast	Registered Voters	Undervotes	Overvotes
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
State Senate - Total	3,639	5,436	925	0
County				
Colusa County				
Vote by Mail	3,639	5,436	925	0
Mail Ballot	0	5,436	0	0
Election Day	0	5,436	0	0
Colusa County - Total	3,639	5,436	925	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
County - Total	3,639	5,436	925	0
Supervisory				
2nd Supervisorial District				
Vote by Mail	1,496	2,034	347	0
Mail Ballot	0	2,034	0	0
Election Day	0	2,034	0	0
2nd Supervisorial District - Total	1,496	2,034	347	0
4th Supervisorial District				
Vote by Mail	920	1,148	253	0
Mail Ballot	0	1,148	0	0
Election Day	0	1,148	0	0
4th Supervisorial District - Total	920	1,148	253	0
5th Supervisorial District				
Vote by Mail	1,223	2,254	325	0
Mail Ballot	0	2,254	0	0

District	JEFFREY LEE DRYDEN	DOUGLAS M. HARRIS	Total Votes
Election Day	0	0	0
Cumulative - Total	0	0	0
State Senate - Total	1,415	1,299	2,714
County			
Colusa County			
Vote by Mail	1,415	1,299	2,714
Mail Ballot	0	0	0
Election Day	0	0	0
Colusa County - Total	1,415	1,299	2,714
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
County - Total	1,415	1,299	2,714
Supervisory			
2nd Supervisorial District			
Vote by Mail	585	564	1,149
Mail Ballot	0	0	0
Election Day	0	0	0
2nd Supervisorial District - Total	585	564	1,149
4th Supervisorial District			
Vote by Mail	360	307	667
Mail Ballot	0	0	0
Election Day	0	0	0
4th Supervisorial District - Total	360	307	667
5th Supervisorial District			
Vote by Mail	470	428	898
Mail Ballot	0	0	0

District	Unresolved Write-In
Election Day	0
Cumulative - Total	0
State Senate - Total	0
County	
Colusa County	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Colusa County - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
County - Total	0
Supervisorial	
2nd Supervisorial District	
Vote by Mail	0
Mail Ballot	0
Election Day	0
2nd Supervisorial District - Total	0
4th Supervisorial District	
Vote by Mail	0
Mail Ballot	0
Election Day	0
4th Supervisorial District - Total	0
5th Supervisorial District	
Vote by Mail	0
Mail Ballot	0

District	Times Cast	Registered Voters	Undervotes	Overvotes
Election Day	0	2,254	0	0
5th Supervisorial District - Total	1,223	2,254	325	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
Supervisorial - Total	3,639	5,436	925	0
City				
City of Colusa				
Vote by Mail	2,274	3,218	551	0
Mail Ballot	0	3,218	0	0
Election Day	0	3,218	0	0
City of Colusa - Total	2,274	3,218	551	0
City of Williams				
Vote by Mail	1	1	0	0
Mail Ballot	0	1	0	0
Election Day	0	1	0	0
City of Williams - Total	1	1	0	0
Unincorporated				
Vote by Mail	1,364	2,217	374	0
Mail Ballot	0	2,217	0	0
Election Day	0	2,217	0	0
Unincorporated - Total	1,364	2,217	374	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
City - Total	3,639	5,436	925	0

District	JEFFREY LEE DRYDEN	DOUGLAS M. HARRIS	Total Votes
Election Day	0	0	0
5th Supervisorial District - Total	470	428	898
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
Supervisorial - Total	1,415	1,299	2,714
City			
City of Colusa			
Vote by Mail	856	867	1,723
Mail Ballot	0	0	0
Election Day	0	0	0
City of Colusa - Total	856	867	1,723
City of Williams			
Vote by Mail	1	0	1
Mail Ballot	0	0	0
Election Day	0	0	0
City of Williams - Total	1	0	1
Unincorporated			
Vote by Mail	558	432	990
Mail Ballot	0	0	0
Election Day	0	0	0
Unincorporated - Total	558	432	990
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
City - Total	1,415	1,299	2,714

District	Unresolved Write-In
Election Day	0
5th Supervisorial District - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
Supervisorial - Total	0
City	
City of Colusa	
Vote by Mail	0
Mail Ballot	0
Election Day	0
City of Colusa - Total	0
City of Williams	
Vote by Mail	0
Mail Ballot	0
Election Day	0
City of Williams - Total	0
Unincorporated	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Unincorporated - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
City - Total	0

District	Times Cast	Registered Voters	Undervotes	Overvotes
UNINCORPORATED				
UNINCORPORATED				
Vote by Mail	1,364	2,217	374	0
Mail Ballot	0	2,217	0	0
Election Day	0	2,217	0	0
UNINCORPORATED - Total	1,364	2,217	374	0
Unincorporated				
Vote by Mail	2,275	3,219	551	0
Mail Ballot	0	3,219	0	0
Election Day	0	3,219	0	0
Unincorporated - Total	2,275	3,219	551	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
UNINCORPORATED - Total	3,639	5,436	925	0

District	JEFFREY LEE DRYDEN	DOUGLAS M. HARRIS	Total Votes
UNINCORPORATED			
UNINCORPORATED			
Vote by Mail	558	432	990
Mail Ballot	0	0	0
Election Day	0	0	0
UNINCORPORATED - Total	558	432	990
Unincorporated			
Vote by Mail	857	867	1,724
Mail Ballot	0	0	0
Election Day	0	0	0
Unincorporated - Total	857	867	1,724
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
UNINCORPORATED - Total	1,415	1,299	2,714

District	Unresolved Write-In
UNINCORPORATED	
UNINCORPORATED	
Vote by Mail	0
Mail Ballot	0
Election Day	0
UNINCORPORATED - Total	0
Unincorporated	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Unincorporated - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
UNINCORPORATED - Total	0

COLUSA USD (Vote for 3)

District	Times Cast	Registered Voters	Undervotes	Overvotes
Electionwide				
Electionwide				
Vote by Mail	2,683	4,116	2,500	0
Mail Ballot	0	4,116	0	0
Election Day	0	4,116	0	0
Electionwide - Total	2,683	4,116	2,500	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
Electionwide - Total	2,683	4,116	2,500	0
Board of Equalization				
Board of Equalization District 1				
Vote by Mail	2,683	4,116	2,500	0
Mail Ballot	0	4,116	0	0
Election Day	0	4,116	0	0
Board of Equalization District 1 - Total	2,683	4,116	2,500	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
Board of Equalization - Total	2,683	4,116	2,500	0
Congressional				
1st Congressional District				
Vote by Mail	2,683	4,116	2,500	0
Mail Ballot	0	4,116	0	0

District	KELLI GRIFFITH-GARCIA	LAURA CERVANTES
Electionwide		
Electionwide		
Vote by Mail	1,289	1,251
Mail Ballot	0	0
Election Day	0	0
Electionwide - Total	1,289	1,251
Cumulative		
Vote by Mail	0	0
Mail Ballot	0	0
Election Day	0	0
Cumulative - Total	0	0
Electionwide - Total	1,289	1,251
Board of Equalization		
Board of Equalization District 1		
Vote by Mail	1,289	1,251
Mail Ballot	0	0
Election Day	0	0
Board of Equalization District 1 - Total	1,289	1,251
Cumulative		
Vote by Mail	0	0
Mail Ballot	0	0
Election Day	0	0
Cumulative - Total	0	0
Board of Equalization - Total	1,289	1,251
Congressional		
1st Congressional District		
Vote by Mail	1,289	1,251
Mail Ballot	0	0

District	MELISSA YERXA ORTIZ	ERIN E. STEIDLMEYER	Total Votes	Unresolved Write-In
Electionwide				
Electionwide				
Vote by Mail	1,304	1,705	5,549	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Electionwide - Total	1,304	1,705	5,549	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
Electionwide - Total	1,304	1,705	5,549	0
Board of Equalization				
Board of Equalization District 1				
Vote by Mail	1,304	1,705	5,549	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Board of Equalization District 1 - Total	1,304	1,705	5,549	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
Board of Equalization - Total	1,304	1,705	5,549	0
Congressional				
1st Congressional District				
Vote by Mail	1,304	1,705	5,549	0
Mail Ballot	0	0	0	0

District	Times Cast	Registered Voters	Undervotes	Overvotes
Election Day	0	4,116	0	0
1st Congressional District - Total	2,683	4,116	2,500	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
Congressional - Total	2,683	4,116	2,500	0
State Assembly				
4th Assembly District				
Vote by Mail	2,683	4,116	2,500	0
Mail Ballot	0	4,116	0	0
Election Day	0	4,116	0	0
4th Assembly District - Total	2,683	4,116	2,500	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
State Assembly - Total	2,683	4,116	2,500	0
State Senate				
1st Senate District				
Vote by Mail	2,683	4,116	2,500	0
Mail Ballot	0	4,116	0	0
Election Day	0	4,116	0	0
1st Senate District - Total	2,683	4,116	2,500	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0

District	KELLI GRIFFITH - GARCIA	LAURA CERVANTES
Election Day	0	0
1st Congressional District - Total	1,289	1,251
Cumulative		
Vote by Mail	0	0
Mail Ballot	0	0
Election Day	0	0
Cumulative - Total	0	0
Congressional - Total	1,289	1,251
State Assembly		
4th Assembly District		
Vote by Mail	1,289	1,251
Mail Ballot	0	0
Election Day	0	0
4th Assembly District - Total	1,289	1,251
Cumulative		
Vote by Mail	0	0
Mail Ballot	0	0
Election Day	0	0
Cumulative - Total	0	0
State Assembly - Total	1,289	1,251
State Senate		
1st Senate District		
Vote by Mail	1,289	1,251
Mail Ballot	0	0
Election Day	0	0
1st Senate District - Total	1,289	1,251
Cumulative		
Vote by Mail	0	0
Mail Ballot	0	0

District	MELISSA YERXA ORTIZ	ERIN E. STEIDLMEYER	Total Votes	Unresolved Write-In
Election Day	0	0	0	0
1st Congressional District - Total	1,304	1,705	5,549	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
Congressional - Total	1,304	1,705	5,549	0
State Assembly				
4th Assembly District				
Vote by Mail	1,304	1,705	5,549	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
4th Assembly District - Total	1,304	1,705	5,549	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
State Assembly - Total	1,304	1,705	5,549	0
State Senate				
1st Senate District				
Vote by Mail	1,304	1,705	5,549	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
1st Senate District - Total	1,304	1,705	5,549	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0

District	Times Cast	Registered Voters	Undervotes	Overvotes
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
State Senate - Total	2,683	4,116	2,500	0
County				
Colusa County				
Vote by Mail	2,683	4,116	2,500	0
Mail Ballot	0	4,116	0	0
Election Day	0	4,116	0	0
Colusa County - Total	2,683	4,116	2,500	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
County - Total	2,683	4,116	2,500	0
Supervisory				
2nd Supervisorial District				
Vote by Mail	1,519	2,062	1,363	0
Mail Ballot	0	2,062	0	0
Election Day	0	2,062	0	0
2nd Supervisorial District - Total	1,519	2,062	1,363	0
4th Supervisorial District				
Vote by Mail	3	1	6	0
Mail Ballot	0	1	0	0
Election Day	0	1	0	0
4th Supervisorial District - Total	3	1	6	0
5th Supervisorial District				
Vote by Mail	1,161	2,053	1,131	0
Mail Ballot	0	2,053	0	0

District	KELLI GRIFFITH - GARCIA	LAURA CERVANTES
Election Day	0	0
Cumulative - Total	0	0
State Senate - Total	1,289	1,251
County		
Colusa County		
Vote by Mail	1,289	1,251
Mail Ballot	0	0
Election Day	0	0
Colusa County - Total	1,289	1,251
Cumulative		
Vote by Mail	0	0
Mail Ballot	0	0
Election Day	0	0
Cumulative - Total	0	0
County - Total	1,289	1,251
Supervisory		
2nd Supervisorial District		
Vote by Mail	749	770
Mail Ballot	0	0
Election Day	0	0
2nd Supervisorial District - Total	749	770
4th Supervisorial District		
Vote by Mail	0	1
Mail Ballot	0	0
Election Day	0	0
4th Supervisorial District - Total	0	1
5th Supervisorial District		
Vote by Mail	540	480
Mail Ballot	0	0

District	MELISSA YERXA ORTIZ	ERIN E. STEIDLMEYER	Total Votes	Unresolved Write-In
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
State Senate - Total	1,304	1,705	5,549	0
County				
Colusa County				
Vote by Mail	1,304	1,705	5,549	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Colusa County - Total	1,304	1,705	5,549	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
County - Total	1,304	1,705	5,549	0
Supervisoryal				
2nd Supervisoryal District				
Vote by Mail	735	940	3,194	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
2nd Supervisoryal District - Total	735	940	3,194	0
4th Supervisoryal District				
Vote by Mail	1	1	3	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
4th Supervisoryal District - Total	1	1	3	0
5th Supervisoryal District				
Vote by Mail	568	764	2,352	0
Mail Ballot	0	0	0	0

District	Times Cast	Registered Voters	Undervotes	Overvotes
Election Day	0	2,053	0	0
5th Supervisorial District - Total	1,161	2,053	1,131	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
Supervisorial - Total	2,683	4,116	2,500	0
City				
City of Colusa				
Vote by Mail	2,274	3,218	2,099	0
Mail Ballot	0	3,218	0	0
Election Day	0	3,218	0	0
City of Colusa - Total	2,274	3,218	2,099	0
Unincorporated				
Vote by Mail	409	898	401	0
Mail Ballot	0	898	0	0
Election Day	0	898	0	0
Unincorporated - Total	409	898	401	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
City - Total	2,683	4,116	2,500	0
UNINCORPORATED				
UNINCORPORATED				
Vote by Mail	409	898	401	0
Mail Ballot	0	898	0	0

District	KELLI GRIFFITH - GARCIA	LAURA CERVANTES
Election Day	0	0
5th Supervisorial District - Total	540	480
Cumulative		
Vote by Mail	0	0
Mail Ballot	0	0
Election Day	0	0
Cumulative - Total	0	0
Supervisorial - Total	1,289	1,251
City		
City of Colusa		
Vote by Mail	1,098	1,088
Mail Ballot	0	0
Election Day	0	0
City of Colusa - Total	1,098	1,088
Unincorporated		
Vote by Mail	191	163
Mail Ballot	0	0
Election Day	0	0
Unincorporated - Total	191	163
Cumulative		
Vote by Mail	0	0
Mail Ballot	0	0
Election Day	0	0
Cumulative - Total	0	0
City - Total	1,289	1,251
UNINCORPORATED		
UNINCORPORATED		
Vote by Mail	191	163
Mail Ballot	0	0
Election Day	0	0

District	MELISSA YERXA ORTIZ	ERIN E. STEIDLMEYER	Total Votes	Unresolved Write-In
Election Day	0	0	0	0
5th Supervisorial District - Total	568	764	2,352	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
Supervisorial - Total	1,304	1,705	5,549	0
City				
City of Colusa				
Vote by Mail	1,100	1,437	4,723	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
City of Colusa - Total	1,100	1,437	4,723	0
Unincorporated				
Vote by Mail	204	268	826	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Unincorporated - Total	204	268	826	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
City - Total	1,304	1,705	5,549	0
UNINCORPORATED				
UNINCORPORATED				
Vote by Mail	204	268	826	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0

District	Times Cast	Registered Voters	Undervotes	Overvotes
Election Day	0	898	0	0
UNINCORPORATED - Total	409	898	401	0
Unincorporated				
Vote by Mail	2,274	3,218	2,099	0
Mail Ballot	0	3,218	0	0
Election Day	0	3,218	0	0
Unincorporated - Total	2,274	3,218	2,099	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
UNINCORPORATED - Total	2,683	4,116	2,500	0

District	KELLI GRIFFITH - GARCIA	LAURA CERVANTES
UNINCORPORATED - Total	191	163
Unincorporated		
Vote by Mail	1,098	1,088
Mail Ballot	0	0
Election Day	0	0
Unincorporated - Total	1,098	1,088
Cumulative		
Vote by Mail	0	0
Mail Ballot	0	0
Election Day	0	0
Cumulative - Total	0	0
UNINCORPORATED - Total	1,289	1,251

District	MELISSA YERXA ORTIZ	ERIN E. STEIDLMEYER	Total Votes	Unresolved Write-In
UNINCORPORATED - Total	204	268	826	0
Unincorporated				
Vote by Mail	1,100	1,437	4,723	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Unincorporated - Total	1,100	1,437	4,723	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
UNINCORPORATED - Total	1,304	1,705	5,549	0

STONY CREEK JUSD, TRA 4 (Vote for 1)

District	Times Cast	Registered Voters	Undervotes	Overvotes
Electionwide				
Electionwide				
Vote by Mail	82	100	2	0
Mail Ballot	0	100	0	0
Election Day	0	100	0	0
Electionwide - Total	82	100	2	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
Electionwide - Total	82	100	2	0
Board of Equalization				
Board of Equalization District 1				
Vote by Mail	82	100	2	0
Mail Ballot	0	100	0	0
Election Day	0	100	0	0
Board of Equalization District 1 - Total	82	100	2	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
Board of Equalization - Total	82	100	2	0
Congressional				
1st Congressional District				
Vote by Mail	82	100	2	0
Mail Ballot	0	100	0	0

District	MELISSA DAVIS	DIANA CORKILL	Total Votes
Electionwide			
Electionwide			
Vote by Mail	35	45	80
Mail Ballot	0	0	0
Election Day	0	0	0
Electionwide - Total	35	45	80
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
Electionwide - Total	35	45	80
Board of Equalization			
Board of Equalization District 1			
Vote by Mail	35	45	80
Mail Ballot	0	0	0
Election Day	0	0	0
Board of Equalization District 1 - Total	35	45	80
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
Board of Equalization - Total	35	45	80
Congressional			
1st Congressional District			
Vote by Mail	35	45	80
Mail Ballot	0	0	0

Attachment: BOS SOV (10207 : Acknowledge Certified Election Results for the General Presidential

District	Unresolved Write-In
Electionwide	
Electionwide	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Electionwide - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
Electionwide - Total	0
Board of Equalization	
Board of Equalization District 1	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Board of Equalization District 1 - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
Board of Equalization - Total	0
Congressional	
1st Congressional District	
Vote by Mail	0
Mail Ballot	0

District	Times Cast	Registered Voters	Undervotes	Overvotes
Election Day	0	100	0	0
1st Congressional District - Total	82	100	2	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
Congressional - Total	82	100	2	0
State Assembly				
4th Assembly District				
Vote by Mail	82	100	2	0
Mail Ballot	0	100	0	0
Election Day	0	100	0	0
4th Assembly District - Total	82	100	2	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
State Assembly - Total	82	100	2	0
State Senate				
1st Senate District				
Vote by Mail	82	100	2	0
Mail Ballot	0	100	0	0
Election Day	0	100	0	0
1st Senate District - Total	82	100	2	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0

District	MELISSA DAVIS	DIANA CORKILL	Total Votes
Election Day	0	0	0
1st Congressional District - Total	35	45	80
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
Congressional - Total	35	45	80
State Assembly			
4th Assembly District			
Vote by Mail	35	45	80
Mail Ballot	0	0	0
Election Day	0	0	0
4th Assembly District - Total	35	45	80
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
State Assembly - Total	35	45	80
State Senate			
1st Senate District			
Vote by Mail	35	45	80
Mail Ballot	0	0	0
Election Day	0	0	0
1st Senate District - Total	35	45	80
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0

District	Unresolved Write-In
Election Day	0
1st Congressional District - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
Congressional - Total	0
State Assembly	
4th Assembly District	
Vote by Mail	0
Mail Ballot	0
Election Day	0
4th Assembly District - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
State Assembly - Total	0
State Senate	
1st Senate District	
Vote by Mail	0
Mail Ballot	0
Election Day	0
1st Senate District - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0

District	Times Cast	Registered Voters	Undervotes	Overvotes
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
State Senate - Total	82	100	2	0
County				
Colusa County				
Vote by Mail	82	100	2	0
Mail Ballot	0	100	0	0
Election Day	0	100	0	0
Colusa County - Total	82	100	2	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
County - Total	82	100	2	0
Supervisorial				
4th Supervisorial District				
Vote by Mail	82	100	2	0
Mail Ballot	0	100	0	0
Election Day	0	100	0	0
4th Supervisorial District - Total	82	100	2	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
Supervisorial - Total	82	100	2	0
City				
Unincorporated				
Vote by Mail	82	100	2	0

District	MELISSA DAVIS	DIANA CORKILL	Total Votes
Election Day	0	0	0
Cumulative - Total	0	0	0
State Senate - Total	35	45	80
County			
Colusa County			
Vote by Mail	35	45	80
Mail Ballot	0	0	0
Election Day	0	0	0
Colusa County - Total	35	45	80
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
County - Total	35	45	80
Supervisorial			
4th Supervisorial District			
Vote by Mail	35	45	80
Mail Ballot	0	0	0
Election Day	0	0	0
4th Supervisorial District - Total	35	45	80
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
Supervisorial - Total	35	45	80
City			
Unincorporated			
Vote by Mail	35	45	80

District	Unresolved Write-In
Election Day	0
Cumulative - Total	0
State Senate - Total	0
County	
Colusa County	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Colusa County - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
County - Total	0
Supervisorial	
4th Supervisorial District	
Vote by Mail	0
Mail Ballot	0
Election Day	0
4th Supervisorial District - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
Supervisorial - Total	0
City	
Unincorporated	
Vote by Mail	0

District	Times Cast	Registered Voters	Undervotes	Overvotes
Mail Ballot	0	100	0	0
Election Day	0	100	0	0
Unincorporated - Total	82	100	2	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
City - Total	82	100	2	0
UNINCORPORATED				
UNINCORPORATED				
Vote by Mail	82	100	2	0
Mail Ballot	0	100	0	0
Election Day	0	100	0	0
UNINCORPORATED - Total	82	100	2	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
UNINCORPORATED - Total	82	100	2	0

District	MELISSA DAVIS	DIANA CORKILL	Total Votes
Mail Ballot	0	0	0
Election Day	0	0	0
Unincorporated - Total	35	45	80
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
City - Total	35	45	80
UNINCORPORATED			
UNINCORPORATED			
Vote by Mail	35	45	80
Mail Ballot	0	0	0
Election Day	0	0	0
UNINCORPORATED - Total	35	45	80
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
UNINCORPORATED - Total	35	45	80

District	Unresolved Write-In
Mail Ballot	0
Election Day	0
Unincorporated - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
City - Total	0
UNINCORPORATED	
UNINCORPORATED	
Vote by Mail	0
Mail Ballot	0
Election Day	0
UNINCORPORATED - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
UNINCORPORATED - Total	0

Stony Creek Joint Unified TRA 5 2 year term (Vote for 1)

District	Times Cast	Registered Voters	Undervotes	Overvotes
Electionwide				
Electionwide				
Vote by Mail	21	21	8	0
Mail Ballot	0	21	0	0
Election Day	0	21	0	0
Electionwide - Total	21	21	8	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
Electionwide - Total	21	21	8	0
Board of Equalization				
Board of Equalization District 1				
Vote by Mail	21	21	8	0
Mail Ballot	0	21	0	0
Election Day	0	21	0	0
Board of Equalization District 1 - Total	21	21	8	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
Board of Equalization - Total	21	21	8	0
Congressional				
1st Congressional District				
Vote by Mail	21	21	8	0
Mail Ballot	0	21	0	0

District	KRYSTAL CRAVEN	KENNETH A. SWEARINGER JR.	Total Votes
Electionwide			
Electionwide			
Vote by Mail	9	4	13
Mail Ballot	0	0	0
Election Day	0	0	0
Electionwide - Total	9	4	13
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
Electionwide - Total	9	4	13
Board of Equalization			
Board of Equalization District 1			
Vote by Mail	9	4	13
Mail Ballot	0	0	0
Election Day	0	0	0
Board of Equalization District 1 - Total	9	4	13
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
Board of Equalization - Total	9	4	13
Congressional			
1st Congressional District			
Vote by Mail	9	4	13
Mail Ballot	0	0	0

Attachment: BOS SOV (10207 : Acknowledge Certified Election Results for the General Presidential

District	Unresolved Write-In
Electionwide	
Electionwide	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Electionwide - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
Electionwide - Total	0
Board of Equalization	
Board of Equalization District 1	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Board of Equalization District 1 - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
Board of Equalization - Total	0
Congressional	
1st Congressional District	
Vote by Mail	0
Mail Ballot	0

District	Times Cast	Registered Voters	Undervotes	Overvotes
Election Day	0	21	0	0
1st Congressional District - Total	21	21	8	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
Congressional - Total	21	21	8	0
State Assembly				
4th Assembly District				
Vote by Mail	21	21	8	0
Mail Ballot	0	21	0	0
Election Day	0	21	0	0
4th Assembly District - Total	21	21	8	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
State Assembly - Total	21	21	8	0
State Senate				
1st Senate District				
Vote by Mail	21	21	8	0
Mail Ballot	0	21	0	0
Election Day	0	21	0	0
1st Senate District - Total	21	21	8	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0

District	KRYSTAL CRAVEN	KENNETH A. SWEARINGER JR.	Total Votes
Election Day	0	0	0
1st Congressional District - Total	9	4	13
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
Congressional - Total	9	4	13
State Assembly			
4th Assembly District			
Vote by Mail	9	4	13
Mail Ballot	0	0	0
Election Day	0	0	0
4th Assembly District - Total	9	4	13
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
State Assembly - Total	9	4	13
State Senate			
1st Senate District			
Vote by Mail	9	4	13
Mail Ballot	0	0	0
Election Day	0	0	0
1st Senate District - Total	9	4	13
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0

District	Unresolved Write-In
Election Day	0
1st Congressional District - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
Congressional - Total	0
State Assembly	
4th Assembly District	
Vote by Mail	0
Mail Ballot	0
Election Day	0
4th Assembly District - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
State Assembly - Total	0
State Senate	
1st Senate District	
Vote by Mail	0
Mail Ballot	0
Election Day	0
1st Senate District - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0

District	Times Cast	Registered Voters	Undervotes	Overvotes
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
State Senate - Total	21	21	8	0
County				
Colusa County				
Vote by Mail	21	21	8	0
Mail Ballot	0	21	0	0
Election Day	0	21	0	0
Colusa County - Total	21	21	8	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
County - Total	21	21	8	0
Supervisorial				
4th Supervisorial District				
Vote by Mail	21	21	8	0
Mail Ballot	0	21	0	0
Election Day	0	21	0	0
4th Supervisorial District - Total	21	21	8	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
Supervisorial - Total	21	21	8	0
City				
Unincorporated				
Vote by Mail	21	21	8	0

District	KRYSTAL CRAVEN	KENNETH A. SWEARINGER JR.	Total Votes
Election Day	0	0	0
Cumulative - Total	0	0	0
State Senate - Total	9	4	13
County			
Colusa County			
Vote by Mail	9	4	13
Mail Ballot	0	0	0
Election Day	0	0	0
Colusa County - Total	9	4	13
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
County - Total	9	4	13
Supervisorial			
4th Supervisorial District			
Vote by Mail	9	4	13
Mail Ballot	0	0	0
Election Day	0	0	0
4th Supervisorial District - Total	9	4	13
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
Supervisorial - Total	9	4	13
City			
Unincorporated			
Vote by Mail	9	4	13

District	Unresolved Write-In
Election Day	0
Cumulative - Total	0
State Senate - Total	0
County	
Colusa County	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Colusa County - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
County - Total	0
Supervisorial	
4th Supervisorial District	
Vote by Mail	0
Mail Ballot	0
Election Day	0
4th Supervisorial District - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
Supervisorial - Total	0
City	
Unincorporated	
Vote by Mail	0

District	Times Cast	Registered Voters	Undervotes	Overvotes
Mail Ballot	0	21	0	0
Election Day	0	21	0	0
Unincorporated - Total	21	21	8	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
City - Total	21	21	8	0
UNINCORPORATED				
UNINCORPORATED				
Vote by Mail	21	21	8	0
Mail Ballot	0	21	0	0
Election Day	0	21	0	0
UNINCORPORATED - Total	21	21	8	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
UNINCORPORATED - Total	21	21	8	0

District	KRYSTAL CRAVEN	KENNETH A. SWEARINGER JR.	Total Votes
Mail Ballot	0	0	0
Election Day	0	0	0
Unincorporated - Total	9	4	13
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
City - Total	9	4	13
UNINCORPORATED			
UNINCORPORATED			
Vote by Mail	9	4	13
Mail Ballot	0	0	0
Election Day	0	0	0
UNINCORPORATED - Total	9	4	13
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
UNINCORPORATED - Total	9	4	13

District	Unresolved Write-In
Mail Ballot	0
Election Day	0
Unincorporated - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
City - Total	0
UNINCORPORATED	
UNINCORPORATED	
Vote by Mail	0
Mail Ballot	0
Election Day	0
UNINCORPORATED - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
UNINCORPORATED - Total	0

COLUSA CITY COUNCIL MEMBER (Vote for 3)

District	Times Cast	Registered Voters	Undervotes	Overvotes
Electionwide				
Electionwide				
Vote by Mail	2,274	3,218	3,081	0
Mail Ballot	0	3,218	0	0
Election Day	0	3,218	0	0
Electionwide - Total	2,274	3,218	3,081	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
Electionwide - Total	2,274	3,218	3,081	0
Board of Equalization				
Board of Equalization District 1				
Vote by Mail	2,274	3,218	3,081	0
Mail Ballot	0	3,218	0	0
Election Day	0	3,218	0	0
Board of Equalization District 1 - Total	2,274	3,218	3,081	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
Board of Equalization - Total	2,274	3,218	3,081	0
Congressional				
1st Congressional District				
Vote by Mail	2,274	3,218	3,081	0
Mail Ballot	0	3,218	0	0

District	GREG PONCIANO	DENISE CONRADO
Electionwide		
Electionwide		
Vote by Mail	1,291	1,256
Mail Ballot	0	0
Election Day	0	0
Electionwide - Total	1,291	1,256
Cumulative		
Vote by Mail	0	0
Mail Ballot	0	0
Election Day	0	0
Cumulative - Total	0	0
Electionwide - Total	1,291	1,256
Board of Equalization		
Board of Equalization District 1		
Vote by Mail	1,291	1,256
Mail Ballot	0	0
Election Day	0	0
Board of Equalization District 1 - Total	1,291	1,256
Cumulative		
Vote by Mail	0	0
Mail Ballot	0	0
Election Day	0	0
Cumulative - Total	0	0
Board of Equalization - Total	1,291	1,256
Congressional		
1st Congressional District		
Vote by Mail	1,291	1,256
Mail Ballot	0	0

Attachment: BOS SOV (10207 : Acknowledge Certified Election Results for the General Presidential

District	DANIEL VACA		Total Votes	Unresolved Write-In
Electionwide				
Electionwide				
Vote by Mail	1,194		3,741	0
Mail Ballot	0		0	0
Election Day	0		0	0
Electionwide - Total	1,194		3,741	0
Cumulative				
Vote by Mail	0		0	0
Mail Ballot	0		0	0
Election Day	0		0	0
Cumulative - Total	0		0	0
Electionwide - Total	1,194		3,741	0
Board of Equalization				
Board of Equalization District 1				
Vote by Mail	1,194		3,741	0
Mail Ballot	0		0	0
Election Day	0		0	0
Board of Equalization District 1 - Total	1,194		3,741	0
Cumulative				
Vote by Mail	0		0	0
Mail Ballot	0		0	0
Election Day	0		0	0
Cumulative - Total	0		0	0
Board of Equalization - Total	1,194		3,741	0
Congressional				
1st Congressional District				
Vote by Mail	1,194		3,741	0
Mail Ballot	0		0	0

District	Times Cast	Registered Voters	Undervotes	Overvotes
Election Day	0	3,218	0	0
1st Congressional District - Total	2,274	3,218	3,081	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
Congressional - Total	2,274	3,218	3,081	0
State Assembly				
4th Assembly District				
Vote by Mail	2,274	3,218	3,081	0
Mail Ballot	0	3,218	0	0
Election Day	0	3,218	0	0
4th Assembly District - Total	2,274	3,218	3,081	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
State Assembly - Total	2,274	3,218	3,081	0
State Senate				
1st Senate District				
Vote by Mail	2,274	3,218	3,081	0
Mail Ballot	0	3,218	0	0
Election Day	0	3,218	0	0
1st Senate District - Total	2,274	3,218	3,081	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0

District	GREG PONCIANO	DENISE CONRADO
Election Day	0	0
1st Congressional District - Total	1,291	1,256
Cumulative		
Vote by Mail	0	0
Mail Ballot	0	0
Election Day	0	0
Cumulative - Total	0	0
Congressional - Total	1,291	1,256
State Assembly		
4th Assembly District		
Vote by Mail	1,291	1,256
Mail Ballot	0	0
Election Day	0	0
4th Assembly District - Total	1,291	1,256
Cumulative		
Vote by Mail	0	0
Mail Ballot	0	0
Election Day	0	0
Cumulative - Total	0	0
State Assembly - Total	1,291	1,256
State Senate		
1st Senate District		
Vote by Mail	1,291	1,256
Mail Ballot	0	0
Election Day	0	0
1st Senate District - Total	1,291	1,256
Cumulative		
Vote by Mail	0	0
Mail Ballot	0	0

District	DANIEL VACA		Total Votes	Unresolved Write-In
Election Day	0		0	0
1st Congressional District - Total	1,194		3,741	0
Cumulative				
Vote by Mail	0		0	0
Mail Ballot	0		0	0
Election Day	0		0	0
Cumulative - Total	0		0	0
Congressional - Total	1,194		3,741	0
State Assembly				
4th Assembly District				
Vote by Mail	1,194		3,741	0
Mail Ballot	0		0	0
Election Day	0		0	0
4th Assembly District - Total	1,194		3,741	0
Cumulative				
Vote by Mail	0		0	0
Mail Ballot	0		0	0
Election Day	0		0	0
Cumulative - Total	0		0	0
State Assembly - Total	1,194		3,741	0
State Senate				
1st Senate District				
Vote by Mail	1,194		3,741	0
Mail Ballot	0		0	0
Election Day	0		0	0
1st Senate District - Total	1,194		3,741	0
Cumulative				
Vote by Mail	0		0	0
Mail Ballot	0		0	0

District	Times Cast	Registered Voters	Undervotes	Overvotes
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
State Senate - Total	2,274	3,218	3,081	0
County				
Colusa County				
Vote by Mail	2,274	3,218	3,081	0
Mail Ballot	0	3,218	0	0
Election Day	0	3,218	0	0
Colusa County - Total	2,274	3,218	3,081	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
County - Total	2,274	3,218	3,081	0
Supervisory				
2nd Supervisorial District				
Vote by Mail	1,400	1,921	1,906	0
Mail Ballot	0	1,921	0	0
Election Day	0	1,921	0	0
2nd Supervisorial District - Total	1,400	1,921	1,906	0
5th Supervisorial District				
Vote by Mail	874	1,297	1,175	0
Mail Ballot	0	1,297	0	0
Election Day	0	1,297	0	0
5th Supervisorial District - Total	874	1,297	1,175	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0

District	GREG PONCIANO	DENISE CONRADO
Election Day	0	0
Cumulative - Total	0	0
State Senate - Total	1,291	1,256
County		
Colusa County		
Vote by Mail	1,291	1,256
Mail Ballot	0	0
Election Day	0	0
Colusa County - Total	1,291	1,256
Cumulative		
Vote by Mail	0	0
Mail Ballot	0	0
Election Day	0	0
Cumulative - Total	0	0
County - Total	1,291	1,256
Supervisory		
2nd Supervisorial District		
Vote by Mail	767	785
Mail Ballot	0	0
Election Day	0	0
2nd Supervisorial District - Total	767	785
5th Supervisorial District		
Vote by Mail	524	471
Mail Ballot	0	0
Election Day	0	0
5th Supervisorial District - Total	524	471
Cumulative		
Vote by Mail	0	0
Mail Ballot	0	0

District	DANIEL VACA		Total Votes	Unresolved Write-In
Election Day	0		0	0
Cumulative - Total	0		0	0
State Senate - Total	1,194		3,741	0
County				
Colusa County				
Vote by Mail	1,194		3,741	0
Mail Ballot	0		0	0
Election Day	0		0	0
Colusa County - Total	1,194		3,741	0
Cumulative				
Vote by Mail	0		0	0
Mail Ballot	0		0	0
Election Day	0		0	0
Cumulative - Total	0		0	0
County - Total	1,194		3,741	0
Supervisory				
2nd Supervisory District				
Vote by Mail	742		2,294	0
Mail Ballot	0		0	0
Election Day	0		0	0
2nd Supervisory District - Total	742		2,294	0
5th Supervisory District				
Vote by Mail	452		1,447	0
Mail Ballot	0		0	0
Election Day	0		0	0
5th Supervisory District - Total	452		1,447	0
Cumulative				
Vote by Mail	0		0	0
Mail Ballot	0		0	0

District	Times Cast	Registered Voters	Undervotes	Overvotes
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
Supervisorial - Total	2,274	3,218	3,081	0
City				
City of Colusa				
Vote by Mail	2,274	3,218	3,081	0
Mail Ballot	0	3,218	0	0
Election Day	0	3,218	0	0
City of Colusa - Total	2,274	3,218	3,081	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
City - Total	2,274	3,218	3,081	0
UNINCORPORATED				
Unincorporated				
Vote by Mail	2,274	3,218	3,081	0
Mail Ballot	0	3,218	0	0
Election Day	0	3,218	0	0
Unincorporated - Total	2,274	3,218	3,081	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
UNINCORPORATED - Total	2,274	3,218	3,081	0

District	GREG PONCIANO	DENISE CONRADO
Election Day	0	0
Cumulative - Total	0	0
Supervisorial - Total	1,291	1,256
City		
City of Colusa		
Vote by Mail	1,291	1,256
Mail Ballot	0	0
Election Day	0	0
City of Colusa - Total	1,291	1,256
Cumulative		
Vote by Mail	0	0
Mail Ballot	0	0
Election Day	0	0
Cumulative - Total	0	0
City - Total	1,291	1,256
UNINCORPORATED		
Unincorporated		
Vote by Mail	1,291	1,256
Mail Ballot	0	0
Election Day	0	0
Unincorporated - Total	1,291	1,256
Cumulative		
Vote by Mail	0	0
Mail Ballot	0	0
Election Day	0	0
Cumulative - Total	0	0
UNINCORPORATED - Total	1,291	1,256

District	DANIEL VACA		Total Votes	Unresolved Write-In
Election Day	0		0	0
Cumulative - Total	0		0	0
Supervisorial - Total	1,194		3,741	0
City				
City of Colusa				
Vote by Mail	1,194		3,741	0
Mail Ballot	0		0	0
Election Day	0		0	0
City of Colusa - Total	1,194		3,741	0
Cumulative				
Vote by Mail	0		0	0
Mail Ballot	0		0	0
Election Day	0		0	0
Cumulative - Total	0		0	0
City - Total	1,194		3,741	0
UNINCORPORATED				
Unincorporated				
Vote by Mail	1,194		3,741	0
Mail Ballot	0		0	0
Election Day	0		0	0
Unincorporated - Total	1,194		3,741	0
Cumulative				
Vote by Mail	0		0	0
Mail Ballot	0		0	0
Election Day	0		0	0
Cumulative - Total	0		0	0
UNINCORPORATED - Total	1,194		3,741	0

COLUSA CITY COUNCIL MEMBER - 2 YEAR (Vote for 1)

District	Times Cast	Registered Voters	Undervotes	Overvotes
Electionwide				
Electionwide				
Vote by Mail	2,274	3,218	269	0
Mail Ballot	0	3,218	0	0
Election Day	0	3,218	0	0
Electionwide - Total	2,274	3,218	269	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
Electionwide - Total	2,274	3,218	269	0
Board of Equalization				
Board of Equalization District 1				
Vote by Mail	2,274	3,218	269	0
Mail Ballot	0	3,218	0	0
Election Day	0	3,218	0	0
Board of Equalization District 1 - Total	2,274	3,218	269	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
Board of Equalization - Total	2,274	3,218	269	0
Congressional				
1st Congressional District				
Vote by Mail	2,274	3,218	269	0
Mail Ballot	0	3,218	0	0

District	DAVE B. MARKSS	MARGARET "MAGGIE" ROA	Total Votes
Electionwide			
Electionwide			
Vote by Mail	1,280	725	2,005
Mail Ballot	0	0	0
Election Day	0	0	0
Electionwide - Total	1,280	725	2,005
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
Electionwide - Total	1,280	725	2,005
Board of Equalization			
Board of Equalization District 1			
Vote by Mail	1,280	725	2,005
Mail Ballot	0	0	0
Election Day	0	0	0
Board of Equalization District 1 - Total	1,280	725	2,005
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
Board of Equalization - Total	1,280	725	2,005
Congressional			
1st Congressional District			
Vote by Mail	1,280	725	2,005
Mail Ballot	0	0	0

Attachment: BOS SOV (10207 : Acknowledge Certified Election Results for the General Presidential

District	Unresolved Write-In
Electionwide	
Electionwide	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Electionwide - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
Electionwide - Total	0
Board of Equalization	
Board of Equalization District 1	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Board of Equalization District 1 - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
Board of Equalization - Total	0
Congressional	
1st Congressional District	
Vote by Mail	0
Mail Ballot	0

District	Times Cast	Registered Voters	Undervotes	Overvotes
Election Day	0	3,218	0	0
1st Congressional District - Total	2,274	3,218	269	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
Congressional - Total	2,274	3,218	269	0
State Assembly				
4th Assembly District				
Vote by Mail	2,274	3,218	269	0
Mail Ballot	0	3,218	0	0
Election Day	0	3,218	0	0
4th Assembly District - Total	2,274	3,218	269	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
State Assembly - Total	2,274	3,218	269	0
State Senate				
1st Senate District				
Vote by Mail	2,274	3,218	269	0
Mail Ballot	0	3,218	0	0
Election Day	0	3,218	0	0
1st Senate District - Total	2,274	3,218	269	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0

District	DAVE B. MARKSS	MARGARET "MAGGIE" ROA	Total Votes
Election Day	0	0	0
1st Congressional District - Total	1,280	725	2,005
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
Congressional - Total	1,280	725	2,005
State Assembly			
4th Assembly District			
Vote by Mail	1,280	725	2,005
Mail Ballot	0	0	0
Election Day	0	0	0
4th Assembly District - Total	1,280	725	2,005
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
State Assembly - Total	1,280	725	2,005
State Senate			
1st Senate District			
Vote by Mail	1,280	725	2,005
Mail Ballot	0	0	0
Election Day	0	0	0
1st Senate District - Total	1,280	725	2,005
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0

District	Unresolved Write-In
Election Day	0
1st Congressional District - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
Congressional - Total	0
State Assembly	
4th Assembly District	
Vote by Mail	0
Mail Ballot	0
Election Day	0
4th Assembly District - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
State Assembly - Total	0
State Senate	
1st Senate District	
Vote by Mail	0
Mail Ballot	0
Election Day	0
1st Senate District - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0

District	Times Cast	Registered Voters	Undervotes	Overvotes
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
State Senate - Total	2,274	3,218	269	0
County				
Colusa County				
Vote by Mail	2,274	3,218	269	0
Mail Ballot	0	3,218	0	0
Election Day	0	3,218	0	0
Colusa County - Total	2,274	3,218	269	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
County - Total	2,274	3,218	269	0
Supervisory				
2nd Supervisory District				
Vote by Mail	1,400	1,921	161	0
Mail Ballot	0	1,921	0	0
Election Day	0	1,921	0	0
2nd Supervisory District - Total	1,400	1,921	161	0
5th Supervisory District				
Vote by Mail	874	1,297	108	0
Mail Ballot	0	1,297	0	0
Election Day	0	1,297	0	0
5th Supervisory District - Total	874	1,297	108	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0

District	DAVE B. MARKSS	MARGARET "MAGGIE" ROA	Total Votes
Election Day	0	0	0
Cumulative - Total	0	0	0
State Senate - Total	1,280	725	2,005
County			
Colusa County			
Vote by Mail	1,280	725	2,005
Mail Ballot	0	0	0
Election Day	0	0	0
Colusa County - Total	1,280	725	2,005
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
County - Total	1,280	725	2,005
Supervisory			
2nd Supervisory District			
Vote by Mail	789	450	1,239
Mail Ballot	0	0	0
Election Day	0	0	0
2nd Supervisory District - Total	789	450	1,239
5th Supervisory District			
Vote by Mail	491	275	766
Mail Ballot	0	0	0
Election Day	0	0	0
5th Supervisory District - Total	491	275	766
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0

District	Unresolved Write-In
Election Day	0
Cumulative - Total	0
State Senate - Total	0
County	
Colusa County	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Colusa County - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
County - Total	0
Supervisorial	
2nd Supervisorial District	
Vote by Mail	0
Mail Ballot	0
Election Day	0
2nd Supervisorial District - Total	0
5th Supervisorial District	
Vote by Mail	0
Mail Ballot	0
Election Day	0
5th Supervisorial District - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0

District	Times Cast	Registered Voters	Undervotes	Overvotes
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
Supervisorial - Total	2,274	3,218	269	0
City				
City of Colusa				
Vote by Mail	2,274	3,218	269	0
Mail Ballot	0	3,218	0	0
Election Day	0	3,218	0	0
City of Colusa - Total	2,274	3,218	269	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
City - Total	2,274	3,218	269	0
UNINCORPORATED				
Unincorporated				
Vote by Mail	2,274	3,218	269	0
Mail Ballot	0	3,218	0	0
Election Day	0	3,218	0	0
Unincorporated - Total	2,274	3,218	269	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
UNINCORPORATED - Total	2,274	3,218	269	0

District	DAVE B. MARKSS	MARGARET "MAGGIE" ROA	Total Votes
Election Day	0	0	0
Cumulative - Total	0	0	0
Supervisorial - Total	1,280	725	2,005
City			
City of Colusa			
Vote by Mail	1,280	725	2,005
Mail Ballot	0	0	0
Election Day	0	0	0
City of Colusa - Total	1,280	725	2,005
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
City - Total	1,280	725	2,005
UNINCORPORATED			
Unincorporated			
Vote by Mail	1,280	725	2,005
Mail Ballot	0	0	0
Election Day	0	0	0
Unincorporated - Total	1,280	725	2,005
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
UNINCORPORATED - Total	1,280	725	2,005

District	Unresolved Write-In
Election Day	0
Cumulative - Total	0
Supervisory - Total	0
City	
City of Colusa	
Vote by Mail	0
Mail Ballot	0
Election Day	0
City of Colusa - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
City - Total	0
UNINCORPORATED	
Unincorporated	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Unincorporated - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
UNINCORPORATED - Total	0

COLUSA CITY CLERK (Vote for 1)

District	Times Cast	Registered Voters	Undervotes	Overvotes
Electionwide				
Electionwide				
Vote by Mail	2,274	3,218	403	0
Mail Ballot	0	3,218	0	0
Election Day	0	3,218	0	0
Electionwide - Total	2,274	3,218	403	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
Electionwide - Total	2,274	3,218	403	0
Board of Equalization				
Board of Equalization District 1				
Vote by Mail	2,274	3,218	403	0
Mail Ballot	0	3,218	0	0
Election Day	0	3,218	0	0
Board of Equalization District 1 - Total	2,274	3,218	403	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
Board of Equalization - Total	2,274	3,218	403	0
Congressional				
1st Congressional District				
Vote by Mail	2,274	3,218	403	0
Mail Ballot	0	3,218	0	0

District	SHELLY KITTLE	Total Votes	Unresolved Write-In
Electionwide			
Electionwide			
Vote by Mail	1,871	1,871	0
Mail Ballot	0	0	0
Election Day	0	0	0
Electionwide - Total	1,871	1,871	0
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
Electionwide - Total	1,871	1,871	0
Board of Equalization			
Board of Equalization District 1			
Vote by Mail	1,871	1,871	0
Mail Ballot	0	0	0
Election Day	0	0	0
Board of Equalization District 1 - Total	1,871	1,871	0
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
Board of Equalization - Total	1,871	1,871	0
Congressional			
1st Congressional District			
Vote by Mail	1,871	1,871	0
Mail Ballot	0	0	0

Attachment: BOS SOV (10207 : Acknowledge Certified Election Results for the General Presidential

District	Times Cast	Registered Voters	Undervotes	Overvotes
Election Day	0	3,218	0	0
1st Congressional District - Total	2,274	3,218	403	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
Congressional - Total	2,274	3,218	403	0
State Assembly				
4th Assembly District				
Vote by Mail	2,274	3,218	403	0
Mail Ballot	0	3,218	0	0
Election Day	0	3,218	0	0
4th Assembly District - Total	2,274	3,218	403	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
State Assembly - Total	2,274	3,218	403	0
State Senate				
1st Senate District				
Vote by Mail	2,274	3,218	403	0
Mail Ballot	0	3,218	0	0
Election Day	0	3,218	0	0
1st Senate District - Total	2,274	3,218	403	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0

District	SHELLY KITTLE	Total Votes	Unresolved Write-In
Election Day	0	0	0
1st Congressional District - Total	1,871	1,871	0
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
Congressional - Total	1,871	1,871	0
State Assembly			
4th Assembly District			
Vote by Mail	1,871	1,871	0
Mail Ballot	0	0	0
Election Day	0	0	0
4th Assembly District - Total	1,871	1,871	0
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
State Assembly - Total	1,871	1,871	0
State Senate			
1st Senate District			
Vote by Mail	1,871	1,871	0
Mail Ballot	0	0	0
Election Day	0	0	0
1st Senate District - Total	1,871	1,871	0
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0

District	Times Cast	Registered Voters	Undervotes	Overvotes
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
State Senate - Total	2,274	3,218	403	0
County				
Colusa County				
Vote by Mail	2,274	3,218	403	0
Mail Ballot	0	3,218	0	0
Election Day	0	3,218	0	0
Colusa County - Total	2,274	3,218	403	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
County - Total	2,274	3,218	403	0
Supervisorial				
2nd Supervisorial District				
Vote by Mail	1,400	1,921	255	0
Mail Ballot	0	1,921	0	0
Election Day	0	1,921	0	0
2nd Supervisorial District - Total	1,400	1,921	255	0
5th Supervisorial District				
Vote by Mail	874	1,297	148	0
Mail Ballot	0	1,297	0	0
Election Day	0	1,297	0	0
5th Supervisorial District - Total	874	1,297	148	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0

District	SHELLY KITTLE	Total Votes	Unresolved Write-In
Election Day	0	0	0
Cumulative - Total	0	0	0
State Senate - Total	1,871	1,871	0
County			
Colusa County			
Vote by Mail	1,871	1,871	0
Mail Ballot	0	0	0
Election Day	0	0	0
Colusa County - Total	1,871	1,871	0
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
County - Total	1,871	1,871	0
Supervisorial			
2nd Supervisorial District			
Vote by Mail	1,145	1,145	0
Mail Ballot	0	0	0
Election Day	0	0	0
2nd Supervisorial District - Total	1,145	1,145	0
5th Supervisorial District			
Vote by Mail	726	726	0
Mail Ballot	0	0	0
Election Day	0	0	0
5th Supervisorial District - Total	726	726	0
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0

District	Times Cast	Registered Voters	Undervotes	Overvotes
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
Supervisorial - Total	2,274	3,218	403	0
City				
City of Colusa				
Vote by Mail	2,274	3,218	403	0
Mail Ballot	0	3,218	0	0
Election Day	0	3,218	0	0
City of Colusa - Total	2,274	3,218	403	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
City - Total	2,274	3,218	403	0
UNINCORPORATED				
Unincorporated				
Vote by Mail	2,274	3,218	403	0
Mail Ballot	0	3,218	0	0
Election Day	0	3,218	0	0
Unincorporated - Total	2,274	3,218	403	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
UNINCORPORATED - Total	2,274	3,218	403	0

District	SHELLY KITTLE	Total Votes	Unresolved Write-In
Election Day	0	0	0
Cumulative - Total	0	0	0
Supervisorial - Total	1,871	1,871	0
City			
City of Colusa			
Vote by Mail	1,871	1,871	0
Mail Ballot	0	0	0
Election Day	0	0	0
City of Colusa - Total	1,871	1,871	0
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
City - Total	1,871	1,871	0
UNINCORPORATED			
Unincorporated			
Vote by Mail	1,871	1,871	0
Mail Ballot	0	0	0
Election Day	0	0	0
Unincorporated - Total	1,871	1,871	0
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
UNINCORPORATED - Total	1,871	1,871	0

COLUSA CITY TREASURER (Vote for 1)

District	Times Cast	Registered Voters	Undervotes	Overvotes
Electionwide				
Electionwide				
Vote by Mail	2,274	3,218	256	0
Mail Ballot	0	3,218	0	0
Election Day	0	3,218	0	0
Electionwide - Total	2,274	3,218	256	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
Electionwide - Total	2,274	3,218	256	0
Board of Equalization				
Board of Equalization District 1				
Vote by Mail	2,274	3,218	256	0
Mail Ballot	0	3,218	0	0
Election Day	0	3,218	0	0
Board of Equalization District 1 - Total	2,274	3,218	256	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
Board of Equalization - Total	2,274	3,218	256	0
Congressional				
1st Congressional District				
Vote by Mail	2,274	3,218	256	0
Mail Ballot	0	3,218	0	0

District	ASHLEY MOBLEY	DEVIN KELLEY	Total Votes
Electionwide			
Electionwide			
Vote by Mail	914	1,104	2,018
Mail Ballot	0	0	0
Election Day	0	0	0
Electionwide - Total	914	1,104	2,018
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
Electionwide - Total	914	1,104	2,018
Board of Equalization			
Board of Equalization District 1			
Vote by Mail	914	1,104	2,018
Mail Ballot	0	0	0
Election Day	0	0	0
Board of Equalization District 1 - Total	914	1,104	2,018
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
Board of Equalization - Total	914	1,104	2,018
Congressional			
1st Congressional District			
Vote by Mail	914	1,104	2,018
Mail Ballot	0	0	0

Attachment: BOS SOV (10207 : Acknowledge Certified Election Results for the General Presidential

District	Unresolved Write-In
Electionwide	
Electionwide	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Electionwide - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
Electionwide - Total	0
Board of Equalization	
Board of Equalization District 1	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Board of Equalization District 1 - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
Board of Equalization - Total	0
Congressional	
1st Congressional District	
Vote by Mail	0
Mail Ballot	0

District	Times Cast	Registered Voters	Undervotes	Overvotes
Election Day	0	3,218	0	0
1st Congressional District - Total	2,274	3,218	256	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
Congressional - Total	2,274	3,218	256	0
State Assembly				
4th Assembly District				
Vote by Mail	2,274	3,218	256	0
Mail Ballot	0	3,218	0	0
Election Day	0	3,218	0	0
4th Assembly District - Total	2,274	3,218	256	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
State Assembly - Total	2,274	3,218	256	0
State Senate				
1st Senate District				
Vote by Mail	2,274	3,218	256	0
Mail Ballot	0	3,218	0	0
Election Day	0	3,218	0	0
1st Senate District - Total	2,274	3,218	256	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0

District	ASHLEY MOBLEY	DEVIN KELLEY	Total Votes
Election Day	0	0	0
1st Congressional District - Total	914	1,104	2,018
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
Congressional - Total	914	1,104	2,018
State Assembly			
4th Assembly District			
Vote by Mail	914	1,104	2,018
Mail Ballot	0	0	0
Election Day	0	0	0
4th Assembly District - Total	914	1,104	2,018
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
State Assembly - Total	914	1,104	2,018
State Senate			
1st Senate District			
Vote by Mail	914	1,104	2,018
Mail Ballot	0	0	0
Election Day	0	0	0
1st Senate District - Total	914	1,104	2,018
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0

District	Unresolved Write-In
Election Day	0
1st Congressional District - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
Congressional - Total	0
State Assembly	
4th Assembly District	
Vote by Mail	0
Mail Ballot	0
Election Day	0
4th Assembly District - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
State Assembly - Total	0
State Senate	
1st Senate District	
Vote by Mail	0
Mail Ballot	0
Election Day	0
1st Senate District - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0

District	Times Cast	Registered Voters	Undervotes	Overvotes
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
State Senate - Total	2,274	3,218	256	0
County				
Colusa County				
Vote by Mail	2,274	3,218	256	0
Mail Ballot	0	3,218	0	0
Election Day	0	3,218	0	0
Colusa County - Total	2,274	3,218	256	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
County - Total	2,274	3,218	256	0
Supervisorial				
2nd Supervisorial District				
Vote by Mail	1,400	1,921	146	0
Mail Ballot	0	1,921	0	0
Election Day	0	1,921	0	0
2nd Supervisorial District - Total	1,400	1,921	146	0
5th Supervisorial District				
Vote by Mail	874	1,297	110	0
Mail Ballot	0	1,297	0	0
Election Day	0	1,297	0	0
5th Supervisorial District - Total	874	1,297	110	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0

District	ASHLEY MOBLEY	DEVIN KELLEY	Total Votes
Election Day	0	0	0
Cumulative - Total	0	0	0
State Senate - Total	914	1,104	2,018
County			
Colusa County			
Vote by Mail	914	1,104	2,018
Mail Ballot	0	0	0
Election Day	0	0	0
Colusa County - Total	914	1,104	2,018
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
County - Total	914	1,104	2,018
Supervisorial			
2nd Supervisorial District			
Vote by Mail	576	678	1,254
Mail Ballot	0	0	0
Election Day	0	0	0
2nd Supervisorial District - Total	576	678	1,254
5th Supervisorial District			
Vote by Mail	338	426	764
Mail Ballot	0	0	0
Election Day	0	0	0
5th Supervisorial District - Total	338	426	764
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0

District	Unresolved Write-In
Election Day	0
Cumulative - Total	0
State Senate - Total	0
County	
Colusa County	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Colusa County - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
County - Total	0
Supervisorial	
2nd Supervisorial District	
Vote by Mail	0
Mail Ballot	0
Election Day	0
2nd Supervisorial District - Total	0
5th Supervisorial District	
Vote by Mail	0
Mail Ballot	0
Election Day	0
5th Supervisorial District - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0

District	Times Cast	Registered Voters	Undervotes	Overvotes
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
Supervisorial - Total	2,274	3,218	256	0
City				
City of Colusa				
Vote by Mail	2,274	3,218	256	0
Mail Ballot	0	3,218	0	0
Election Day	0	3,218	0	0
City of Colusa - Total	2,274	3,218	256	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
City - Total	2,274	3,218	256	0
UNINCORPORATED				
Unincorporated				
Vote by Mail	2,274	3,218	256	0
Mail Ballot	0	3,218	0	0
Election Day	0	3,218	0	0
Unincorporated - Total	2,274	3,218	256	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
UNINCORPORATED - Total	2,274	3,218	256	0

District	ASHLEY MOBLEY	DEVIN KELLEY	Total Votes
Election Day	0	0	0
Cumulative - Total	0	0	0
Supervisorial - Total	914	1,104	2,018
City			
City of Colusa			
Vote by Mail	914	1,104	2,018
Mail Ballot	0	0	0
Election Day	0	0	0
City of Colusa - Total	914	1,104	2,018
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
City - Total	914	1,104	2,018
UNINCORPORATED			
Unincorporated			
Vote by Mail	914	1,104	2,018
Mail Ballot	0	0	0
Election Day	0	0	0
Unincorporated - Total	914	1,104	2,018
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
UNINCORPORATED - Total	914	1,104	2,018

District	Unresolved Write-In
Election Day	0
Cumulative - Total	0
Supervisory - Total	0
City	
City of Colusa	
Vote by Mail	0
Mail Ballot	0
Election Day	0
City of Colusa - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
City - Total	0
UNINCORPORATED	
Unincorporated	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Unincorporated - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
UNINCORPORATED - Total	0

WILLIAMS CITY COUNCIL MEMBER (Vote for 2)

District	Times Cast	Registered Voters	Undervotes	Overvotes
Electionwide				
Electionwide				
Vote by Mail	1,184	2,160	1,112	0
Mail Ballot	0	2,160	0	0
Election Day	0	2,160	0	0
Electionwide - Total	1,184	2,160	1,112	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
Electionwide - Total	1,184	2,160	1,112	0
Board of Equalization				
Board of Equalization District 1				
Vote by Mail	1,184	2,160	1,112	0
Mail Ballot	0	2,160	0	0
Election Day	0	2,160	0	0
Board of Equalization District 1 - Total	1,184	2,160	1,112	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
Board of Equalization - Total	1,184	2,160	1,112	0
Congressional				
1st Congressional District				
Vote by Mail	1,184	2,160	1,112	0
Mail Ballot	0	2,160	0	0

District	JOHN J. TROUGHTON JR.	DON PARSONS	Total Votes
Electionwide			
Electionwide			
Vote by Mail	706	550	1,256
Mail Ballot	0	0	0
Election Day	0	0	0
Electionwide - Total	706	550	1,256
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
Electionwide - Total	706	550	1,256
Board of Equalization			
Board of Equalization District 1			
Vote by Mail	706	550	1,256
Mail Ballot	0	0	0
Election Day	0	0	0
Board of Equalization District 1 - Total	706	550	1,256
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
Board of Equalization - Total	706	550	1,256
Congressional			
1st Congressional District			
Vote by Mail	706	550	1,256
Mail Ballot	0	0	0

Attachment: BOS SOV (10207 : Acknowledge Certified Election Results for the General Presidential

District	Unresolved Write-In
Electionwide	
Electionwide	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Electionwide - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
Electionwide - Total	0
Board of Equalization	
Board of Equalization District 1	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Board of Equalization District 1 - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
Board of Equalization - Total	0
Congressional	
1st Congressional District	
Vote by Mail	0
Mail Ballot	0

District	Times Cast	Registered Voters	Undervotes	Overvotes
Election Day	0	2,160	0	0
1st Congressional District - Total	1,184	2,160	1,112	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
Congressional - Total	1,184	2,160	1,112	0
State Assembly				
4th Assembly District				
Vote by Mail	1,184	2,160	1,112	0
Mail Ballot	0	2,160	0	0
Election Day	0	2,160	0	0
4th Assembly District - Total	1,184	2,160	1,112	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
State Assembly - Total	1,184	2,160	1,112	0
State Senate				
1st Senate District				
Vote by Mail	1,184	2,160	1,112	0
Mail Ballot	0	2,160	0	0
Election Day	0	2,160	0	0
1st Senate District - Total	1,184	2,160	1,112	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0

District	JOHN J. TROUGHTON JR.	DON PARSONS	Total Votes
Election Day	0	0	0
1st Congressional District - Total	706	550	1,256
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
Congressional - Total	706	550	1,256
State Assembly			
4th Assembly District			
Vote by Mail	706	550	1,256
Mail Ballot	0	0	0
Election Day	0	0	0
4th Assembly District - Total	706	550	1,256
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
State Assembly - Total	706	550	1,256
State Senate			
1st Senate District			
Vote by Mail	706	550	1,256
Mail Ballot	0	0	0
Election Day	0	0	0
1st Senate District - Total	706	550	1,256
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0

District	Unresolved Write-In
Election Day	0
1st Congressional District - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
Congressional - Total	0
State Assembly	
4th Assembly District	
Vote by Mail	0
Mail Ballot	0
Election Day	0
4th Assembly District - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
State Assembly - Total	0
State Senate	
1st Senate District	
Vote by Mail	0
Mail Ballot	0
Election Day	0
1st Senate District - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0

District	Times Cast	Registered Voters	Undervotes	Overvotes
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
State Senate - Total	1,184	2,160	1,112	0
County				
Colusa County				
Vote by Mail	1,184	2,160	1,112	0
Mail Ballot	0	2,160	0	0
Election Day	0	2,160	0	0
Colusa County - Total	1,184	2,160	1,112	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
County - Total	1,184	2,160	1,112	0
Supervisorial				
3rd Supervisorial District				
Vote by Mail	893	1,569	833	0
Mail Ballot	0	1,569	0	0
Election Day	0	1,569	0	0
3rd Supervisorial District - Total	893	1,569	833	0
4th Supervisorial District				
Vote by Mail	291	591	279	0
Mail Ballot	0	591	0	0
Election Day	0	591	0	0
4th Supervisorial District - Total	291	591	279	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0

District	JOHN J. TROUGHTON JR.	DON PARSONS	Total Votes
Election Day	0	0	0
Cumulative - Total	0	0	0
State Senate - Total	706	550	1,256
County			
Colusa County			
Vote by Mail	706	550	1,256
Mail Ballot	0	0	0
Election Day	0	0	0
Colusa County - Total	706	550	1,256
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
County - Total	706	550	1,256
Supervisorial			
3rd Supervisorial District			
Vote by Mail	537	416	953
Mail Ballot	0	0	0
Election Day	0	0	0
3rd Supervisorial District - Total	537	416	953
4th Supervisorial District			
Vote by Mail	169	134	303
Mail Ballot	0	0	0
Election Day	0	0	0
4th Supervisorial District - Total	169	134	303
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0

District	Unresolved Write-In
Election Day	0
Cumulative - Total	0
State Senate - Total	0
County	
Colusa County	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Colusa County - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
County - Total	0
Supervisorial	
3rd Supervisorial District	
Vote by Mail	0
Mail Ballot	0
Election Day	0
3rd Supervisorial District - Total	0
4th Supervisorial District	
Vote by Mail	0
Mail Ballot	0
Election Day	0
4th Supervisorial District - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0

District	Times Cast	Registered Voters	Undervotes	Overvotes
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
Supervisorial - Total	1,184	2,160	1,112	0
City				
City of Williams				
Vote by Mail	1,184	2,160	1,112	0
Mail Ballot	0	2,160	0	0
Election Day	0	2,160	0	0
City of Williams - Total	1,184	2,160	1,112	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
City - Total	1,184	2,160	1,112	0
UNINCORPORATED				
Unincorporated				
Vote by Mail	1,184	2,160	1,112	0
Mail Ballot	0	2,160	0	0
Election Day	0	2,160	0	0
Unincorporated - Total	1,184	2,160	1,112	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
UNINCORPORATED - Total	1,184	2,160	1,112	0

District	JOHN J. TROUGHTON JR.	DON PARSONS	Total Votes
Election Day	0	0	0
Cumulative - Total	0	0	0
Supervisorial - Total	706	550	1,256
City			
City of Williams			
Vote by Mail	706	550	1,256
Mail Ballot	0	0	0
Election Day	0	0	0
City of Williams - Total	706	550	1,256
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
City - Total	706	550	1,256
UNINCORPORATED			
Unincorporated			
Vote by Mail	706	550	1,256
Mail Ballot	0	0	0
Election Day	0	0	0
Unincorporated - Total	706	550	1,256
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
UNINCORPORATED - Total	706	550	1,256

District	Unresolved Write-In
Election Day	0
Cumulative - Total	0
Supervisory - Total	0
City	
City of Williams	
Vote by Mail	0
Mail Ballot	0
Election Day	0
City of Williams - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
City - Total	0
UNINCORPORATED	
Unincorporated	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Unincorporated - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
UNINCORPORATED - Total	0

WILLIAMS CITY CLERK (Vote for 1)

District	Times Cast	Registered Voters	Undervotes	Overvotes
Electionwide				
Electionwide				
Vote by Mail	1,184	2,160	254	0
Mail Ballot	0	2,160	0	0
Election Day	0	2,160	0	0
Electionwide - Total	1,184	2,160	254	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
Electionwide - Total	1,184	2,160	254	0
Board of Equalization				
Board of Equalization District 1				
Vote by Mail	1,184	2,160	254	0
Mail Ballot	0	2,160	0	0
Election Day	0	2,160	0	0
Board of Equalization District 1 - Total	1,184	2,160	254	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
Board of Equalization - Total	1,184	2,160	254	0
Congressional				
1st Congressional District				
Vote by Mail	1,184	2,160	254	0
Mail Ballot	0	2,160	0	0

District	MARIANA PINEDA	Total Votes	Unresolved Write-In
Electionwide			
Electionwide			
Vote by Mail	930	930	0
Mail Ballot	0	0	0
Election Day	0	0	0
Electionwide - Total	930	930	0
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
Electionwide - Total	930	930	0
Board of Equalization			
Board of Equalization District 1			
Vote by Mail	930	930	0
Mail Ballot	0	0	0
Election Day	0	0	0
Board of Equalization District 1 - Total	930	930	0
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
Board of Equalization - Total	930	930	0
Congressional			
1st Congressional District			
Vote by Mail	930	930	0
Mail Ballot	0	0	0

Attachment: BOS SOV (10207 : Acknowledge Certified Election Results for the General Presidential

District	Times Cast	Registered Voters	Undervotes	Overvotes
Election Day	0	2,160	0	0
1st Congressional District - Total	1,184	2,160	254	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
Congressional - Total	1,184	2,160	254	0
State Assembly				
4th Assembly District				
Vote by Mail	1,184	2,160	254	0
Mail Ballot	0	2,160	0	0
Election Day	0	2,160	0	0
4th Assembly District - Total	1,184	2,160	254	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
State Assembly - Total	1,184	2,160	254	0
State Senate				
1st Senate District				
Vote by Mail	1,184	2,160	254	0
Mail Ballot	0	2,160	0	0
Election Day	0	2,160	0	0
1st Senate District - Total	1,184	2,160	254	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0

District	MARIANA PINEDA	Total Votes	Unresolved Write-In
Election Day	0	0	0
1st Congressional District - Total	930	930	0
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
Congressional - Total	930	930	0
State Assembly			
4th Assembly District			
Vote by Mail	930	930	0
Mail Ballot	0	0	0
Election Day	0	0	0
4th Assembly District - Total	930	930	0
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
State Assembly - Total	930	930	0
State Senate			
1st Senate District			
Vote by Mail	930	930	0
Mail Ballot	0	0	0
Election Day	0	0	0
1st Senate District - Total	930	930	0
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0

District	Times Cast	Registered Voters	Undervotes	Overvotes
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
State Senate - Total	1,184	2,160	254	0
County				
Colusa County				
Vote by Mail	1,184	2,160	254	0
Mail Ballot	0	2,160	0	0
Election Day	0	2,160	0	0
Colusa County - Total	1,184	2,160	254	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
County - Total	1,184	2,160	254	0
Supervisorial				
3rd Supervisorial District				
Vote by Mail	893	1,569	194	0
Mail Ballot	0	1,569	0	0
Election Day	0	1,569	0	0
3rd Supervisorial District - Total	893	1,569	194	0
4th Supervisorial District				
Vote by Mail	291	591	60	0
Mail Ballot	0	591	0	0
Election Day	0	591	0	0
4th Supervisorial District - Total	291	591	60	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0

District	MARIANA PINEDA	Total Votes	Unresolved Write-In
Election Day	0	0	0
Cumulative - Total	0	0	0
State Senate - Total	930	930	0
County			
Colusa County			
Vote by Mail	930	930	0
Mail Ballot	0	0	0
Election Day	0	0	0
Colusa County - Total	930	930	0
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
County - Total	930	930	0
Supervisorial			
3rd Supervisorial District			
Vote by Mail	699	699	0
Mail Ballot	0	0	0
Election Day	0	0	0
3rd Supervisorial District - Total	699	699	0
4th Supervisorial District			
Vote by Mail	231	231	0
Mail Ballot	0	0	0
Election Day	0	0	0
4th Supervisorial District - Total	231	231	0
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0

District	Times Cast	Registered Voters	Undervotes	Overvotes
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
Supervisorial - Total	1,184	2,160	254	0
City				
City of Williams				
Vote by Mail	1,184	2,160	254	0
Mail Ballot	0	2,160	0	0
Election Day	0	2,160	0	0
City of Williams - Total	1,184	2,160	254	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
City - Total	1,184	2,160	254	0
UNINCORPORATED				
Unincorporated				
Vote by Mail	1,184	2,160	254	0
Mail Ballot	0	2,160	0	0
Election Day	0	2,160	0	0
Unincorporated - Total	1,184	2,160	254	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
UNINCORPORATED - Total	1,184	2,160	254	0

District	MARIANA PINEDA	Total Votes	Unresolved Write-In
Election Day	0	0	0
Cumulative - Total	0	0	0
Supervisorial - Total	930	930	0
City			
City of Williams			
Vote by Mail	930	930	0
Mail Ballot	0	0	0
Election Day	0	0	0
City of Williams - Total	930	930	0
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
City - Total	930	930	0
UNINCORPORATED			
Unincorporated			
Vote by Mail	930	930	0
Mail Ballot	0	0	0
Election Day	0	0	0
Unincorporated - Total	930	930	0
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
UNINCORPORATED - Total	930	930	0

Proposition 2 (Vote for 1)

District	Times Cast	Registered Voters	Undervotes	Overvotes
Electionwide				
Electionwide				
Vote by Mail	7,122	10,651	391	0
Mail Ballot	0	10,651	0	0
Election Day	0	10,651	0	0
Electionwide - Total	7,122	10,651	391	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
Electionwide - Total	7,122	10,651	391	0
Board of Equalization				
Board of Equalization District 1				
Vote by Mail	7,122	10,651	391	0
Mail Ballot	0	10,651	0	0
Election Day	0	10,651	0	0
Board of Equalization District 1 - Total	7,122	10,651	391	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
Board of Equalization - Total	7,122	10,651	391	0
Congressional				
1st Congressional District				
Vote by Mail	7,122	10,651	391	0
Mail Ballot	0	10,651	0	0

District	Yes	No	Total Votes
Electionwide			
Electionwide			
Vote by Mail	3,393	3,338	6,731
Mail Ballot	0	0	0
Election Day	0	0	0
Electionwide - Total	3,393	3,338	6,731
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
Electionwide - Total	3,393	3,338	6,731
Board of Equalization			
Board of Equalization District 1			
Vote by Mail	3,393	3,338	6,731
Mail Ballot	0	0	0
Election Day	0	0	0
Board of Equalization District 1 - Total	3,393	3,338	6,731
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
Board of Equalization - Total	3,393	3,338	6,731
Congressional			
1st Congressional District			
Vote by Mail	3,393	3,338	6,731
Mail Ballot	0	0	0

Attachment: BOS SOV (10207 : Acknowledge Certified Election Results for the General Presidential

District	Unresolved Write-In
Electionwide	
Electionwide	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Electionwide - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
Electionwide - Total	0
Board of Equalization	
Board of Equalization District 1	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Board of Equalization District 1 - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
Board of Equalization - Total	0
Congressional	
1st Congressional District	
Vote by Mail	0
Mail Ballot	0

District	Times Cast	Registered Voters	Undervotes	Overvotes
Election Day	0	10,651	0	0
1st Congressional District - Total	7,122	10,651	391	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
Congressional - Total	7,122	10,651	391	0
State Assembly				
4th Assembly District				
Vote by Mail	7,122	10,651	391	0
Mail Ballot	0	10,651	0	0
Election Day	0	10,651	0	0
4th Assembly District - Total	7,122	10,651	391	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
State Assembly - Total	7,122	10,651	391	0
State Senate				
1st Senate District				
Vote by Mail	7,122	10,651	391	0
Mail Ballot	0	10,651	0	0
Election Day	0	10,651	0	0
1st Senate District - Total	7,122	10,651	391	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0

District	Yes	No	Total Votes
Election Day	0	0	0
1st Congressional District - Total	3,393	3,338	6,731
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
Congressional - Total	3,393	3,338	6,731
State Assembly			
4th Assembly District			
Vote by Mail	3,393	3,338	6,731
Mail Ballot	0	0	0
Election Day	0	0	0
4th Assembly District - Total	3,393	3,338	6,731
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
State Assembly - Total	3,393	3,338	6,731
State Senate			
1st Senate District			
Vote by Mail	3,393	3,338	6,731
Mail Ballot	0	0	0
Election Day	0	0	0
1st Senate District - Total	3,393	3,338	6,731
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0

District	Unresolved Write-In
Election Day	0
1st Congressional District - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
Congressional - Total	0
State Assembly	
4th Assembly District	
Vote by Mail	0
Mail Ballot	0
Election Day	0
4th Assembly District - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
State Assembly - Total	0
State Senate	
1st Senate District	
Vote by Mail	0
Mail Ballot	0
Election Day	0
1st Senate District - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0

District	Times Cast	Registered Voters	Undervotes	Overvotes
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
State Senate - Total	7,122	10,651	391	0
County				
Colusa County				
Vote by Mail	7,122	10,651	391	0
Mail Ballot	0	10,651	0	0
Election Day	0	10,651	0	0
Colusa County - Total	7,122	10,651	391	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
County - Total	7,122	10,651	391	0
Supervisorial				
1st Supervisorial District				
Vote by Mail	1,722	2,267	74	0
Mail Ballot	0	2,267	0	0
Election Day	0	2,267	0	0
1st Supervisorial District - Total	1,722	2,267	74	0
2nd Supervisorial District				
Vote by Mail	1,719	2,351	93	0
Mail Ballot	0	2,351	0	0
Election Day	0	2,351	0	0
2nd Supervisorial District - Total	1,719	2,351	93	0
3rd Supervisorial District				
Vote by Mail	1,127	1,884	56	0
Mail Ballot	0	1,884	0	0

District	Yes	No	Total Votes
Election Day	0	0	0
Cumulative - Total	0	0	0
State Senate - Total	3,393	3,338	6,731
County			
Colusa County			
Vote by Mail	3,393	3,338	6,731
Mail Ballot	0	0	0
Election Day	0	0	0
Colusa County - Total	3,393	3,338	6,731
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
County - Total	3,393	3,338	6,731
Supervisorial			
1st Supervisorial District			
Vote by Mail	758	890	1,648
Mail Ballot	0	0	0
Election Day	0	0	0
1st Supervisorial District - Total	758	890	1,648
2nd Supervisorial District			
Vote by Mail	830	796	1,626
Mail Ballot	0	0	0
Election Day	0	0	0
2nd Supervisorial District - Total	830	796	1,626
3rd Supervisorial District			
Vote by Mail	592	479	1,071
Mail Ballot	0	0	0

District	Unresolved Write-In
Election Day	0
Cumulative - Total	0
State Senate - Total	0
County	
Colusa County	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Colusa County - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
County - Total	0
Supervisorial	
1st Supervisorial District	
Vote by Mail	0
Mail Ballot	0
Election Day	0
1st Supervisorial District - Total	0
2nd Supervisorial District	
Vote by Mail	0
Mail Ballot	0
Election Day	0
2nd Supervisorial District - Total	0
3rd Supervisorial District	
Vote by Mail	0
Mail Ballot	0

District	Times Cast	Registered Voters	Undervotes	Overvotes
Election Day	0	1,884	0	0
3rd Supervisorial District - Total	1,127	1,884	56	0
4th Supervisorial District				
Vote by Mail	1,331	1,895	79	0
Mail Ballot	0	1,895	0	0
Election Day	0	1,895	0	0
4th Supervisorial District - Total	1,331	1,895	79	0
5th Supervisorial District				
Vote by Mail	1,223	2,254	89	0
Mail Ballot	0	2,254	0	0
Election Day	0	2,254	0	0
5th Supervisorial District - Total	1,223	2,254	89	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
Supervisorial - Total	7,122	10,651	391	0
City				
City of Colusa				
Vote by Mail	2,274	3,218	144	0
Mail Ballot	0	3,218	0	0
Election Day	0	3,218	0	0
City of Colusa - Total	2,274	3,218	144	0
City of Williams				
Vote by Mail	1,184	2,160	76	0
Mail Ballot	0	2,160	0	0
Election Day	0	2,160	0	0
City of Williams - Total	1,184	2,160	76	0

District	Yes	No	Total Votes
Election Day	0	0	0
3rd Supervisorial District - Total	592	479	1,071
4th Supervisorial District			
Vote by Mail	607	645	1,252
Mail Ballot	0	0	0
Election Day	0	0	0
4th Supervisorial District - Total	607	645	1,252
5th Supervisorial District			
Vote by Mail	606	528	1,134
Mail Ballot	0	0	0
Election Day	0	0	0
5th Supervisorial District - Total	606	528	1,134
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
Supervisorial - Total	3,393	3,338	6,731
City			
City of Colusa			
Vote by Mail	1,141	989	2,130
Mail Ballot	0	0	0
Election Day	0	0	0
City of Colusa - Total	1,141	989	2,130
City of Williams			
Vote by Mail	654	454	1,108
Mail Ballot	0	0	0
Election Day	0	0	0
City of Williams - Total	654	454	1,108

District	Unresolved Write-In
Election Day	0
3rd Supervisorial District - Total	0
4th Supervisorial District	
Vote by Mail	0
Mail Ballot	0
Election Day	0
4th Supervisorial District - Total	0
5th Supervisorial District	
Vote by Mail	0
Mail Ballot	0
Election Day	0
5th Supervisorial District - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
Supervisorial - Total	0
City	
City of Colusa	
Vote by Mail	0
Mail Ballot	0
Election Day	0
City of Colusa - Total	0
City of Williams	
Vote by Mail	0
Mail Ballot	0
Election Day	0
City of Williams - Total	0

District	Times Cast	Registered Voters	Undervotes	Overvotes
Unincorporated				
Vote by Mail	3,664	5,273	171	0
Mail Ballot	0	5,273	0	0
Election Day	0	5,273	0	0
Unincorporated - Total	3,664	5,273	171	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
City - Total	7,122	10,651	391	0
UNINCORPORATED				
UNINCORPORATED				
Vote by Mail	3,664	5,273	171	0
Mail Ballot	0	5,273	0	0
Election Day	0	5,273	0	0
UNINCORPORATED - Total	3,664	5,273	171	0
Unincorporated				
Vote by Mail	3,458	5,378	220	0
Mail Ballot	0	5,378	0	0
Election Day	0	5,378	0	0
Unincorporated - Total	3,458	5,378	220	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
UNINCORPORATED - Total	7,122	10,651	391	0

District	Yes	No	Total Votes
Unincorporated			
Vote by Mail	1,598	1,895	3,493
Mail Ballot	0	0	0
Election Day	0	0	0
Unincorporated - Total	1,598	1,895	3,493
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
City - Total	3,393	3,338	6,731
UNINCORPORATED			
UNINCORPORATED			
Vote by Mail	1,598	1,895	3,493
Mail Ballot	0	0	0
Election Day	0	0	0
UNINCORPORATED - Total	1,598	1,895	3,493
Unincorporated			
Vote by Mail	1,795	1,443	3,238
Mail Ballot	0	0	0
Election Day	0	0	0
Unincorporated - Total	1,795	1,443	3,238
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
UNINCORPORATED - Total	3,393	3,338	6,731

District	Unresolved Write-In
Unincorporated	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Unincorporated - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
City - Total	0
UNINCORPORATED	
UNINCORPORATED	
Vote by Mail	0
Mail Ballot	0
Election Day	0
UNINCORPORATED - Total	0
Unincorporated	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Unincorporated - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
UNINCORPORATED - Total	0

Proposition 3 (Vote for 1)

District	Times Cast	Registered Voters	Undervotes	Overvotes
Electionwide				
Electionwide				
Vote by Mail	7,122	10,651	495	0
Mail Ballot	0	10,651	0	0
Election Day	0	10,651	0	0
Electionwide - Total	7,122	10,651	495	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
Electionwide - Total	7,122	10,651	495	0
Board of Equalization				
Board of Equalization District 1				
Vote by Mail	7,122	10,651	495	0
Mail Ballot	0	10,651	0	0
Election Day	0	10,651	0	0
Board of Equalization District 1 - Total	7,122	10,651	495	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
Board of Equalization - Total	7,122	10,651	495	0
Congressional				
1st Congressional District				
Vote by Mail	7,122	10,651	495	0
Mail Ballot	0	10,651	0	0

District	Yes	No	Total Votes
Electionwide			
Electionwide			
Vote by Mail	2,841	3,786	6,627
Mail Ballot	0	0	0
Election Day	0	0	0
Electionwide - Total	2,841	3,786	6,627
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
Electionwide - Total	2,841	3,786	6,627
Board of Equalization			
Board of Equalization District 1			
Vote by Mail	2,841	3,786	6,627
Mail Ballot	0	0	0
Election Day	0	0	0
Board of Equalization District 1 - Total	2,841	3,786	6,627
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
Board of Equalization - Total	2,841	3,786	6,627
Congressional			
1st Congressional District			
Vote by Mail	2,841	3,786	6,627
Mail Ballot	0	0	0

Attachment: BOS SOV (10207 : Acknowledge Certified Election Results for the General Presidential

District	Unresolved Write-In
Electionwide	
Electionwide	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Electionwide - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
Electionwide - Total	0
Board of Equalization	
Board of Equalization District 1	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Board of Equalization District 1 - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
Board of Equalization - Total	0
Congressional	
1st Congressional District	
Vote by Mail	0
Mail Ballot	0

District	Times Cast	Registered Voters	Undervotes	Overvotes
Election Day	0	10,651	0	0
1st Congressional District - Total	7,122	10,651	495	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
Congressional - Total	7,122	10,651	495	0
State Assembly				
4th Assembly District				
Vote by Mail	7,122	10,651	495	0
Mail Ballot	0	10,651	0	0
Election Day	0	10,651	0	0
4th Assembly District - Total	7,122	10,651	495	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
State Assembly - Total	7,122	10,651	495	0
State Senate				
1st Senate District				
Vote by Mail	7,122	10,651	495	0
Mail Ballot	0	10,651	0	0
Election Day	0	10,651	0	0
1st Senate District - Total	7,122	10,651	495	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0

District	Yes	No	Total Votes
Election Day	0	0	0
1st Congressional District - Total	2,841	3,786	6,627
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
Congressional - Total	2,841	3,786	6,627
State Assembly			
4th Assembly District			
Vote by Mail	2,841	3,786	6,627
Mail Ballot	0	0	0
Election Day	0	0	0
4th Assembly District - Total	2,841	3,786	6,627
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
State Assembly - Total	2,841	3,786	6,627
State Senate			
1st Senate District			
Vote by Mail	2,841	3,786	6,627
Mail Ballot	0	0	0
Election Day	0	0	0
1st Senate District - Total	2,841	3,786	6,627
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0

District	Unresolved Write-In
Election Day	0
1st Congressional District - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
Congressional - Total	0
State Assembly	
4th Assembly District	
Vote by Mail	0
Mail Ballot	0
Election Day	0
4th Assembly District - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
State Assembly - Total	0
State Senate	
1st Senate District	
Vote by Mail	0
Mail Ballot	0
Election Day	0
1st Senate District - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0

District	Times Cast	Registered Voters	Undervotes	Overvotes
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
State Senate - Total	7,122	10,651	495	0
County				
Colusa County				
Vote by Mail	7,122	10,651	495	0
Mail Ballot	0	10,651	0	0
Election Day	0	10,651	0	0
Colusa County - Total	7,122	10,651	495	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
County - Total	7,122	10,651	495	0
Supervisory				
1st Supervisorial District				
Vote by Mail	1,722	2,267	105	0
Mail Ballot	0	2,267	0	0
Election Day	0	2,267	0	0
1st Supervisorial District - Total	1,722	2,267	105	0
2nd Supervisorial District				
Vote by Mail	1,719	2,351	117	0
Mail Ballot	0	2,351	0	0
Election Day	0	2,351	0	0
2nd Supervisorial District - Total	1,719	2,351	117	0
3rd Supervisorial District				
Vote by Mail	1,127	1,884	60	0
Mail Ballot	0	1,884	0	0

District	Yes	No	Total Votes
Election Day	0	0	0
Cumulative - Total	0	0	0
State Senate - Total	2,841	3,786	6,627
County			
Colusa County			
Vote by Mail	2,841	3,786	6,627
Mail Ballot	0	0	0
Election Day	0	0	0
Colusa County - Total	2,841	3,786	6,627
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
County - Total	2,841	3,786	6,627
Supervisory			
1st Supervisorial District			
Vote by Mail	699	918	1,617
Mail Ballot	0	0	0
Election Day	0	0	0
1st Supervisorial District - Total	699	918	1,617
2nd Supervisorial District			
Vote by Mail	692	910	1,602
Mail Ballot	0	0	0
Election Day	0	0	0
2nd Supervisorial District - Total	692	910	1,602
3rd Supervisorial District			
Vote by Mail	494	573	1,067
Mail Ballot	0	0	0

District	Unresolved Write-In
Election Day	0
Cumulative - Total	0
State Senate - Total	0
County	
Colusa County	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Colusa County - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
County - Total	0
Supervisorial	
1st Supervisorial District	
Vote by Mail	0
Mail Ballot	0
Election Day	0
1st Supervisorial District - Total	0
2nd Supervisorial District	
Vote by Mail	0
Mail Ballot	0
Election Day	0
2nd Supervisorial District - Total	0
3rd Supervisorial District	
Vote by Mail	0
Mail Ballot	0

District	Times Cast	Registered Voters	Undervotes	Overvotes
Election Day	0	1,884	0	0
3rd Supervisorial District - Total	1,127	1,884	60	0
4th Supervisorial District				
Vote by Mail	1,331	1,895	101	0
Mail Ballot	0	1,895	0	0
Election Day	0	1,895	0	0
4th Supervisorial District - Total	1,331	1,895	101	0
5th Supervisorial District				
Vote by Mail	1,223	2,254	112	0
Mail Ballot	0	2,254	0	0
Election Day	0	2,254	0	0
5th Supervisorial District - Total	1,223	2,254	112	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
Supervisorial - Total	7,122	10,651	495	0
City				
City of Colusa				
Vote by Mail	2,274	3,218	170	0
Mail Ballot	0	3,218	0	0
Election Day	0	3,218	0	0
City of Colusa - Total	2,274	3,218	170	0
City of Williams				
Vote by Mail	1,184	2,160	69	0
Mail Ballot	0	2,160	0	0
Election Day	0	2,160	0	0
City of Williams - Total	1,184	2,160	69	0

District	Yes	No	Total Votes
Election Day	0	0	0
3rd Supervisorial District - Total	494	573	1,067
4th Supervisorial District			
Vote by Mail	455	775	1,230
Mail Ballot	0	0	0
Election Day	0	0	0
4th Supervisorial District - Total	455	775	1,230
5th Supervisorial District			
Vote by Mail	501	610	1,111
Mail Ballot	0	0	0
Election Day	0	0	0
5th Supervisorial District - Total	501	610	1,111
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
Supervisorial - Total	2,841	3,786	6,627
City			
City of Colusa			
Vote by Mail	980	1,124	2,104
Mail Ballot	0	0	0
Election Day	0	0	0
City of Colusa - Total	980	1,124	2,104
City of Williams			
Vote by Mail	547	568	1,115
Mail Ballot	0	0	0
Election Day	0	0	0
City of Williams - Total	547	568	1,115

District	Unresolved Write-In
Election Day	0
3rd Supervisorial District - Total	0
4th Supervisorial District	
Vote by Mail	0
Mail Ballot	0
Election Day	0
4th Supervisorial District - Total	0
5th Supervisorial District	
Vote by Mail	0
Mail Ballot	0
Election Day	0
5th Supervisorial District - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
Supervisorial - Total	0
City	
City of Colusa	
Vote by Mail	0
Mail Ballot	0
Election Day	0
City of Colusa - Total	0
City of Williams	
Vote by Mail	0
Mail Ballot	0
Election Day	0
City of Williams - Total	0

District	Times Cast	Registered Voters	Undervotes	Overvotes
Unincorporated				
Vote by Mail	3,664	5,273	256	0
Mail Ballot	0	5,273	0	0
Election Day	0	5,273	0	0
Unincorporated - Total	3,664	5,273	256	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
City - Total	7,122	10,651	495	0
UNINCORPORATED				
UNINCORPORATED				
Vote by Mail	3,664	5,273	256	0
Mail Ballot	0	5,273	0	0
Election Day	0	5,273	0	0
UNINCORPORATED - Total	3,664	5,273	256	0
Unincorporated				
Vote by Mail	3,458	5,378	239	0
Mail Ballot	0	5,378	0	0
Election Day	0	5,378	0	0
Unincorporated - Total	3,458	5,378	239	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
UNINCORPORATED - Total	7,122	10,651	495	0

District	Yes	No	Total Votes
Unincorporated			
Vote by Mail	1,314	2,094	3,408
Mail Ballot	0	0	0
Election Day	0	0	0
Unincorporated - Total	1,314	2,094	3,408
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
City - Total	2,841	3,786	6,627
UNINCORPORATED			
UNINCORPORATED			
Vote by Mail	1,314	2,094	3,408
Mail Ballot	0	0	0
Election Day	0	0	0
UNINCORPORATED - Total	1,314	2,094	3,408
Unincorporated			
Vote by Mail	1,527	1,692	3,219
Mail Ballot	0	0	0
Election Day	0	0	0
Unincorporated - Total	1,527	1,692	3,219
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
UNINCORPORATED - Total	2,841	3,786	6,627

District	Unresolved Write-In
Unincorporated	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Unincorporated - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
City - Total	0
UNINCORPORATED	
UNINCORPORATED	
Vote by Mail	0
Mail Ballot	0
Election Day	0
UNINCORPORATED - Total	0
Unincorporated	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Unincorporated - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
UNINCORPORATED - Total	0

Proposition 4 (Vote for 1)

District	Times Cast	Registered Voters	Undervotes	Overvotes
Electionwide				
Electionwide				
Vote by Mail	7,122	10,651	391	0
Mail Ballot	0	10,651	0	0
Election Day	0	10,651	0	0
Electionwide - Total	7,122	10,651	391	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
Electionwide - Total	7,122	10,651	391	0
Board of Equalization				
Board of Equalization District 1				
Vote by Mail	7,122	10,651	391	0
Mail Ballot	0	10,651	0	0
Election Day	0	10,651	0	0
Board of Equalization District 1 - Total	7,122	10,651	391	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
Board of Equalization - Total	7,122	10,651	391	0
Congressional				
1st Congressional District				
Vote by Mail	7,122	10,651	391	0
Mail Ballot	0	10,651	0	0

District	Yes	No	Total Votes
Electionwide			
Electionwide			
Vote by Mail	2,778	3,953	6,731
Mail Ballot	0	0	0
Election Day	0	0	0
Electionwide - Total	2,778	3,953	6,731
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
Electionwide - Total	2,778	3,953	6,731
Board of Equalization			
Board of Equalization District 1			
Vote by Mail	2,778	3,953	6,731
Mail Ballot	0	0	0
Election Day	0	0	0
Board of Equalization District 1 - Total	2,778	3,953	6,731
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
Board of Equalization - Total	2,778	3,953	6,731
Congressional			
1st Congressional District			
Vote by Mail	2,778	3,953	6,731
Mail Ballot	0	0	0

Attachment: BOS SOV (10207 : Acknowledge Certified Election Results for the General Presidential

District	Unresolved Write-In
Electionwide	
Electionwide	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Electionwide - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
Electionwide - Total	0
Board of Equalization	
Board of Equalization District 1	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Board of Equalization District 1 - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
Board of Equalization - Total	0
Congressional	
1st Congressional District	
Vote by Mail	0
Mail Ballot	0

District	Times Cast	Registered Voters	Undervotes	Overvotes
Election Day	0	10,651	0	0
1st Congressional District - Total	7,122	10,651	391	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
Congressional - Total	7,122	10,651	391	0
State Assembly				
4th Assembly District				
Vote by Mail	7,122	10,651	391	0
Mail Ballot	0	10,651	0	0
Election Day	0	10,651	0	0
4th Assembly District - Total	7,122	10,651	391	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
State Assembly - Total	7,122	10,651	391	0
State Senate				
1st Senate District				
Vote by Mail	7,122	10,651	391	0
Mail Ballot	0	10,651	0	0
Election Day	0	10,651	0	0
1st Senate District - Total	7,122	10,651	391	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0

District	Yes	No	Total Votes
Election Day	0	0	0
1st Congressional District - Total	2,778	3,953	6,731
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
Congressional - Total	2,778	3,953	6,731
State Assembly			
4th Assembly District			
Vote by Mail	2,778	3,953	6,731
Mail Ballot	0	0	0
Election Day	0	0	0
4th Assembly District - Total	2,778	3,953	6,731
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
State Assembly - Total	2,778	3,953	6,731
State Senate			
1st Senate District			
Vote by Mail	2,778	3,953	6,731
Mail Ballot	0	0	0
Election Day	0	0	0
1st Senate District - Total	2,778	3,953	6,731
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0

District	Unresolved Write-In
Election Day	0
1st Congressional District - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
Congressional - Total	0
State Assembly	
4th Assembly District	
Vote by Mail	0
Mail Ballot	0
Election Day	0
4th Assembly District - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
State Assembly - Total	0
State Senate	
1st Senate District	
Vote by Mail	0
Mail Ballot	0
Election Day	0
1st Senate District - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0

District	Times Cast	Registered Voters	Undervotes	Overvotes
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
State Senate - Total	7,122	10,651	391	0
County				
Colusa County				
Vote by Mail	7,122	10,651	391	0
Mail Ballot	0	10,651	0	0
Election Day	0	10,651	0	0
Colusa County - Total	7,122	10,651	391	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
County - Total	7,122	10,651	391	0
Supervisorial				
1st Supervisorial District				
Vote by Mail	1,722	2,267	83	0
Mail Ballot	0	2,267	0	0
Election Day	0	2,267	0	0
1st Supervisorial District - Total	1,722	2,267	83	0
2nd Supervisorial District				
Vote by Mail	1,719	2,351	90	0
Mail Ballot	0	2,351	0	0
Election Day	0	2,351	0	0
2nd Supervisorial District - Total	1,719	2,351	90	0
3rd Supervisorial District				
Vote by Mail	1,127	1,884	51	0
Mail Ballot	0	1,884	0	0

District	Yes	No	Total Votes
Election Day	0	0	0
Cumulative - Total	0	0	0
State Senate - Total	2,778	3,953	6,731
County			
Colusa County			
Vote by Mail	2,778	3,953	6,731
Mail Ballot	0	0	0
Election Day	0	0	0
Colusa County - Total	2,778	3,953	6,731
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
County - Total	2,778	3,953	6,731
Supervisorial			
1st Supervisorial District			
Vote by Mail	625	1,014	1,639
Mail Ballot	0	0	0
Election Day	0	0	0
1st Supervisorial District - Total	625	1,014	1,639
2nd Supervisorial District			
Vote by Mail	682	947	1,629
Mail Ballot	0	0	0
Election Day	0	0	0
2nd Supervisorial District - Total	682	947	1,629
3rd Supervisorial District			
Vote by Mail	533	543	1,076
Mail Ballot	0	0	0

District	Unresolved Write-In
Election Day	0
Cumulative - Total	0
State Senate - Total	0
County	
Colusa County	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Colusa County - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
County - Total	0
Supervisorial	
1st Supervisorial District	
Vote by Mail	0
Mail Ballot	0
Election Day	0
1st Supervisorial District - Total	0
2nd Supervisorial District	
Vote by Mail	0
Mail Ballot	0
Election Day	0
2nd Supervisorial District - Total	0
3rd Supervisorial District	
Vote by Mail	0
Mail Ballot	0

District	Times Cast	Registered Voters	Undervotes	Overvotes
Election Day	0	1,884	0	0
3rd Supervisorial District - Total	1,127	1,884	51	0
4th Supervisorial District				
Vote by Mail	1,331	1,895	86	0
Mail Ballot	0	1,895	0	0
Election Day	0	1,895	0	0
4th Supervisorial District - Total	1,331	1,895	86	0
5th Supervisorial District				
Vote by Mail	1,223	2,254	81	0
Mail Ballot	0	2,254	0	0
Election Day	0	2,254	0	0
5th Supervisorial District - Total	1,223	2,254	81	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
Supervisorial - Total	7,122	10,651	391	0
City				
City of Colusa				
Vote by Mail	2,274	3,218	131	0
Mail Ballot	0	3,218	0	0
Election Day	0	3,218	0	0
City of Colusa - Total	2,274	3,218	131	0
City of Williams				
Vote by Mail	1,184	2,160	65	0
Mail Ballot	0	2,160	0	0
Election Day	0	2,160	0	0
City of Williams - Total	1,184	2,160	65	0

District	Yes	No	Total Votes
Election Day	0	0	0
3rd Supervisorial District - Total	533	543	1,076
4th Supervisorial District			
Vote by Mail	443	802	1,245
Mail Ballot	0	0	0
Election Day	0	0	0
4th Supervisorial District - Total	443	802	1,245
5th Supervisorial District			
Vote by Mail	495	647	1,142
Mail Ballot	0	0	0
Election Day	0	0	0
5th Supervisorial District - Total	495	647	1,142
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
Supervisorial - Total	2,778	3,953	6,731
City			
City of Colusa			
Vote by Mail	966	1,177	2,143
Mail Ballot	0	0	0
Election Day	0	0	0
City of Colusa - Total	966	1,177	2,143
City of Williams			
Vote by Mail	625	494	1,119
Mail Ballot	0	0	0
Election Day	0	0	0
City of Williams - Total	625	494	1,119

District	Unresolved Write-In
Election Day	0
3rd Supervisorial District - Total	0
4th Supervisorial District	
Vote by Mail	0
Mail Ballot	0
Election Day	0
4th Supervisorial District - Total	0
5th Supervisorial District	
Vote by Mail	0
Mail Ballot	0
Election Day	0
5th Supervisorial District - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
Supervisorial - Total	0
City	
City of Colusa	
Vote by Mail	0
Mail Ballot	0
Election Day	0
City of Colusa - Total	0
City of Williams	
Vote by Mail	0
Mail Ballot	0
Election Day	0
City of Williams - Total	0

District	Times Cast	Registered Voters	Undervotes	Overvotes
Unincorporated				
Vote by Mail	3,664	5,273	195	0
Mail Ballot	0	5,273	0	0
Election Day	0	5,273	0	0
Unincorporated - Total	3,664	5,273	195	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
City - Total	7,122	10,651	391	0
UNINCORPORATED				
UNINCORPORATED				
Vote by Mail	3,664	5,273	195	0
Mail Ballot	0	5,273	0	0
Election Day	0	5,273	0	0
UNINCORPORATED - Total	3,664	5,273	195	0
Unincorporated				
Vote by Mail	3,458	5,378	196	0
Mail Ballot	0	5,378	0	0
Election Day	0	5,378	0	0
Unincorporated - Total	3,458	5,378	196	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
UNINCORPORATED - Total	7,122	10,651	391	0

District	Yes	No	Total Votes
Unincorporated			
Vote by Mail	1,187	2,282	3,469
Mail Ballot	0	0	0
Election Day	0	0	0
Unincorporated - Total	1,187	2,282	3,469
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
City - Total	2,778	3,953	6,731
UNINCORPORATED			
UNINCORPORATED			
Vote by Mail	1,187	2,282	3,469
Mail Ballot	0	0	0
Election Day	0	0	0
UNINCORPORATED - Total	1,187	2,282	3,469
Unincorporated			
Vote by Mail	1,591	1,671	3,262
Mail Ballot	0	0	0
Election Day	0	0	0
Unincorporated - Total	1,591	1,671	3,262
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
UNINCORPORATED - Total	2,778	3,953	6,731

District	Unresolved Write-In
Unincorporated	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Unincorporated - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
City - Total	0
UNINCORPORATED	
UNINCORPORATED	
Vote by Mail	0
Mail Ballot	0
Election Day	0
UNINCORPORATED - Total	0
Unincorporated	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Unincorporated - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
UNINCORPORATED - Total	0

Proposition 5 (Vote for 1)

District	Times Cast	Registered Voters	Undervotes	Overvotes
Electionwide				
Electionwide				
Vote by Mail	7,122	10,651	405	0
Mail Ballot	0	10,651	0	0
Election Day	0	10,651	0	0
Electionwide - Total	7,122	10,651	405	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
Electionwide - Total	7,122	10,651	405	0
Board of Equalization				
Board of Equalization District 1				
Vote by Mail	7,122	10,651	405	0
Mail Ballot	0	10,651	0	0
Election Day	0	10,651	0	0
Board of Equalization District 1 - Total	7,122	10,651	405	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
Board of Equalization - Total	7,122	10,651	405	0
Congressional				
1st Congressional District				
Vote by Mail	7,122	10,651	405	0
Mail Ballot	0	10,651	0	0

District	Yes	No	Total Votes
Electionwide			
Electionwide			
Vote by Mail	1,905	4,812	6,717
Mail Ballot	0	0	0
Election Day	0	0	0
Electionwide - Total	1,905	4,812	6,717
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
Electionwide - Total	1,905	4,812	6,717
Board of Equalization			
Board of Equalization District 1			
Vote by Mail	1,905	4,812	6,717
Mail Ballot	0	0	0
Election Day	0	0	0
Board of Equalization District 1 - Total	1,905	4,812	6,717
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
Board of Equalization - Total	1,905	4,812	6,717
Congressional			
1st Congressional District			
Vote by Mail	1,905	4,812	6,717
Mail Ballot	0	0	0

Attachment: BOS SOV (10207 : Acknowledge Certified Election Results for the General Presidential

District	Unresolved Write-In
Electionwide	
Electionwide	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Electionwide - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
Electionwide - Total	0
Board of Equalization	
Board of Equalization District 1	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Board of Equalization District 1 - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
Board of Equalization - Total	0
Congressional	
1st Congressional District	
Vote by Mail	0
Mail Ballot	0

District	Times Cast	Registered Voters	Undervotes	Overvotes
Election Day	0	10,651	0	0
1st Congressional District - Total	7,122	10,651	405	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
Congressional - Total	7,122	10,651	405	0
State Assembly				
4th Assembly District				
Vote by Mail	7,122	10,651	405	0
Mail Ballot	0	10,651	0	0
Election Day	0	10,651	0	0
4th Assembly District - Total	7,122	10,651	405	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
State Assembly - Total	7,122	10,651	405	0
State Senate				
1st Senate District				
Vote by Mail	7,122	10,651	405	0
Mail Ballot	0	10,651	0	0
Election Day	0	10,651	0	0
1st Senate District - Total	7,122	10,651	405	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0

District	Yes	No	Total Votes
Election Day	0	0	0
1st Congressional District - Total	1,905	4,812	6,717
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
Congressional - Total	1,905	4,812	6,717
State Assembly			
4th Assembly District			
Vote by Mail	1,905	4,812	6,717
Mail Ballot	0	0	0
Election Day	0	0	0
4th Assembly District - Total	1,905	4,812	6,717
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
State Assembly - Total	1,905	4,812	6,717
State Senate			
1st Senate District			
Vote by Mail	1,905	4,812	6,717
Mail Ballot	0	0	0
Election Day	0	0	0
1st Senate District - Total	1,905	4,812	6,717
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0

District	Unresolved Write-In
Election Day	0
1st Congressional District - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
Congressional - Total	0
State Assembly	
4th Assembly District	
Vote by Mail	0
Mail Ballot	0
Election Day	0
4th Assembly District - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
State Assembly - Total	0
State Senate	
1st Senate District	
Vote by Mail	0
Mail Ballot	0
Election Day	0
1st Senate District - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0

District	Times Cast	Registered Voters	Undervotes	Overvotes
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
State Senate - Total	7,122	10,651	405	0
County				
Colusa County				
Vote by Mail	7,122	10,651	405	0
Mail Ballot	0	10,651	0	0
Election Day	0	10,651	0	0
Colusa County - Total	7,122	10,651	405	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
County - Total	7,122	10,651	405	0
Supervisory				
1st Supervisorial District				
Vote by Mail	1,722	2,267	78	0
Mail Ballot	0	2,267	0	0
Election Day	0	2,267	0	0
1st Supervisorial District - Total	1,722	2,267	78	0
2nd Supervisorial District				
Vote by Mail	1,719	2,351	97	0
Mail Ballot	0	2,351	0	0
Election Day	0	2,351	0	0
2nd Supervisorial District - Total	1,719	2,351	97	0
3rd Supervisorial District				
Vote by Mail	1,127	1,884	57	0
Mail Ballot	0	1,884	0	0

District	Yes	No	Total Votes
Election Day	0	0	0
Cumulative - Total	0	0	0
State Senate - Total	1,905	4,812	6,717
County			
Colusa County			
Vote by Mail	1,905	4,812	6,717
Mail Ballot	0	0	0
Election Day	0	0	0
Colusa County - Total	1,905	4,812	6,717
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
County - Total	1,905	4,812	6,717
Supervisory			
1st Supervisorial District			
Vote by Mail	397	1,247	1,644
Mail Ballot	0	0	0
Election Day	0	0	0
1st Supervisorial District - Total	397	1,247	1,644
2nd Supervisorial District			
Vote by Mail	458	1,164	1,622
Mail Ballot	0	0	0
Election Day	0	0	0
2nd Supervisorial District - Total	458	1,164	1,622
3rd Supervisorial District			
Vote by Mail	402	668	1,070
Mail Ballot	0	0	0

District	Unresolved Write-In
Election Day	0
Cumulative - Total	0
State Senate - Total	0
County	
Colusa County	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Colusa County - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
County - Total	0
Supervisorial	
1st Supervisorial District	
Vote by Mail	0
Mail Ballot	0
Election Day	0
1st Supervisorial District - Total	0
2nd Supervisorial District	
Vote by Mail	0
Mail Ballot	0
Election Day	0
2nd Supervisorial District - Total	0
3rd Supervisorial District	
Vote by Mail	0
Mail Ballot	0

District	Times Cast	Registered Voters	Undervotes	Overvotes
Election Day	0	1,884	0	0
3rd Supervisorial District - Total	1,127	1,884	57	0
4th Supervisorial District				
Vote by Mail	1,331	1,895	76	0
Mail Ballot	0	1,895	0	0
Election Day	0	1,895	0	0
4th Supervisorial District - Total	1,331	1,895	76	0
5th Supervisorial District				
Vote by Mail	1,223	2,254	97	0
Mail Ballot	0	2,254	0	0
Election Day	0	2,254	0	0
5th Supervisorial District - Total	1,223	2,254	97	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
Supervisorial - Total	7,122	10,651	405	0
City				
City of Colusa				
Vote by Mail	2,274	3,218	152	0
Mail Ballot	0	3,218	0	0
Election Day	0	3,218	0	0
City of Colusa - Total	2,274	3,218	152	0
City of Williams				
Vote by Mail	1,184	2,160	73	0
Mail Ballot	0	2,160	0	0
Election Day	0	2,160	0	0
City of Williams - Total	1,184	2,160	73	0

District	Yes	No	Total Votes
Election Day	0	0	0
3rd Supervisorial District - Total	402	668	1,070
4th Supervisorial District			
Vote by Mail	326	929	1,255
Mail Ballot	0	0	0
Election Day	0	0	0
4th Supervisorial District - Total	326	929	1,255
5th Supervisorial District			
Vote by Mail	322	804	1,126
Mail Ballot	0	0	0
Election Day	0	0	0
5th Supervisorial District - Total	322	804	1,126
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
Supervisorial - Total	1,905	4,812	6,717
City			
City of Colusa			
Vote by Mail	641	1,481	2,122
Mail Ballot	0	0	0
Election Day	0	0	0
City of Colusa - Total	641	1,481	2,122
City of Williams			
Vote by Mail	487	624	1,111
Mail Ballot	0	0	0
Election Day	0	0	0
City of Williams - Total	487	624	1,111

District	Unresolved Write-In
Election Day	0
3rd Supervisorial District - Total	0
4th Supervisorial District	
Vote by Mail	0
Mail Ballot	0
Election Day	0
4th Supervisorial District - Total	0
5th Supervisorial District	
Vote by Mail	0
Mail Ballot	0
Election Day	0
5th Supervisorial District - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
Supervisorial - Total	0
City	
City of Colusa	
Vote by Mail	0
Mail Ballot	0
Election Day	0
City of Colusa - Total	0
City of Williams	
Vote by Mail	0
Mail Ballot	0
Election Day	0
City of Williams - Total	0

District	Times Cast	Registered Voters	Undervotes	Overvotes
Unincorporated				
Vote by Mail	3,664	5,273	180	0
Mail Ballot	0	5,273	0	0
Election Day	0	5,273	0	0
Unincorporated - Total	3,664	5,273	180	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
City - Total	7,122	10,651	405	0
UNINCORPORATED				
UNINCORPORATED				
Vote by Mail	3,664	5,273	180	0
Mail Ballot	0	5,273	0	0
Election Day	0	5,273	0	0
UNINCORPORATED - Total	3,664	5,273	180	0
Unincorporated				
Vote by Mail	3,458	5,378	225	0
Mail Ballot	0	5,378	0	0
Election Day	0	5,378	0	0
Unincorporated - Total	3,458	5,378	225	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
UNINCORPORATED - Total	7,122	10,651	405	0

District	Yes	No	Total Votes
Unincorporated			
Vote by Mail	777	2,707	3,484
Mail Ballot	0	0	0
Election Day	0	0	0
Unincorporated - Total	777	2,707	3,484
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
City - Total	1,905	4,812	6,717
UNINCORPORATED			
UNINCORPORATED			
Vote by Mail	777	2,707	3,484
Mail Ballot	0	0	0
Election Day	0	0	0
UNINCORPORATED - Total	777	2,707	3,484
Unincorporated			
Vote by Mail	1,128	2,105	3,233
Mail Ballot	0	0	0
Election Day	0	0	0
Unincorporated - Total	1,128	2,105	3,233
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
UNINCORPORATED - Total	1,905	4,812	6,717

District	Unresolved Write-In
Unincorporated	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Unincorporated - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
City - Total	0
UNINCORPORATED	
UNINCORPORATED	
Vote by Mail	0
Mail Ballot	0
Election Day	0
UNINCORPORATED - Total	0
Unincorporated	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Unincorporated - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
UNINCORPORATED - Total	0

Proposition 6 (Vote for 1)

District	Times Cast	Registered Voters	Undervotes	Overvotes
Electionwide				
Electionwide				
Vote by Mail	7,122	10,651	468	0
Mail Ballot	0	10,651	0	0
Election Day	0	10,651	0	0
Electionwide - Total	7,122	10,651	468	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
Electionwide - Total	7,122	10,651	468	0
Board of Equalization				
Board of Equalization District 1				
Vote by Mail	7,122	10,651	468	0
Mail Ballot	0	10,651	0	0
Election Day	0	10,651	0	0
Board of Equalization District 1 - Total	7,122	10,651	468	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
Board of Equalization - Total	7,122	10,651	468	0
Congressional				
1st Congressional District				
Vote by Mail	7,122	10,651	468	0
Mail Ballot	0	10,651	0	0

District	Yes	No	Total Votes
Electionwide			
Electionwide			
Vote by Mail	1,759	4,895	6,654
Mail Ballot	0	0	0
Election Day	0	0	0
Electionwide - Total	1,759	4,895	6,654
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
Electionwide - Total	1,759	4,895	6,654
Board of Equalization			
Board of Equalization District 1			
Vote by Mail	1,759	4,895	6,654
Mail Ballot	0	0	0
Election Day	0	0	0
Board of Equalization District 1 - Total	1,759	4,895	6,654
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
Board of Equalization - Total	1,759	4,895	6,654
Congressional			
1st Congressional District			
Vote by Mail	1,759	4,895	6,654
Mail Ballot	0	0	0

Attachment: BOS SOV (10207 : Acknowledge Certified Election Results for the General Presidential

District	Unresolved Write-In
Electionwide	
Electionwide	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Electionwide - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
Electionwide - Total	0
Board of Equalization	
Board of Equalization District 1	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Board of Equalization District 1 - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
Board of Equalization - Total	0
Congressional	
1st Congressional District	
Vote by Mail	0
Mail Ballot	0

District	Times Cast	Registered Voters	Undervotes	Overvotes
Election Day	0	10,651	0	0
1st Congressional District - Total	7,122	10,651	468	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
Congressional - Total	7,122	10,651	468	0
State Assembly				
4th Assembly District				
Vote by Mail	7,122	10,651	468	0
Mail Ballot	0	10,651	0	0
Election Day	0	10,651	0	0
4th Assembly District - Total	7,122	10,651	468	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
State Assembly - Total	7,122	10,651	468	0
State Senate				
1st Senate District				
Vote by Mail	7,122	10,651	468	0
Mail Ballot	0	10,651	0	0
Election Day	0	10,651	0	0
1st Senate District - Total	7,122	10,651	468	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0

District	Yes	No	Total Votes
Election Day	0	0	0
1st Congressional District - Total	1,759	4,895	6,654
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
Congressional - Total	1,759	4,895	6,654
State Assembly			
4th Assembly District			
Vote by Mail	1,759	4,895	6,654
Mail Ballot	0	0	0
Election Day	0	0	0
4th Assembly District - Total	1,759	4,895	6,654
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
State Assembly - Total	1,759	4,895	6,654
State Senate			
1st Senate District			
Vote by Mail	1,759	4,895	6,654
Mail Ballot	0	0	0
Election Day	0	0	0
1st Senate District - Total	1,759	4,895	6,654
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0

District	Unresolved Write-In
Election Day	0
1st Congressional District - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
Congressional - Total	0
State Assembly	
4th Assembly District	
Vote by Mail	0
Mail Ballot	0
Election Day	0
4th Assembly District - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
State Assembly - Total	0
State Senate	
1st Senate District	
Vote by Mail	0
Mail Ballot	0
Election Day	0
1st Senate District - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0

District	Times Cast	Registered Voters	Undervotes	Overvotes
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
State Senate - Total	7,122	10,651	468	0
County				
Colusa County				
Vote by Mail	7,122	10,651	468	0
Mail Ballot	0	10,651	0	0
Election Day	0	10,651	0	0
Colusa County - Total	7,122	10,651	468	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
County - Total	7,122	10,651	468	0
Supervisory				
1st Supervisorial District				
Vote by Mail	1,722	2,267	101	0
Mail Ballot	0	2,267	0	0
Election Day	0	2,267	0	0
1st Supervisorial District - Total	1,722	2,267	101	0
2nd Supervisorial District				
Vote by Mail	1,719	2,351	99	0
Mail Ballot	0	2,351	0	0
Election Day	0	2,351	0	0
2nd Supervisorial District - Total	1,719	2,351	99	0
3rd Supervisorial District				
Vote by Mail	1,127	1,884	59	0
Mail Ballot	0	1,884	0	0

District	Yes	No	Total Votes
Election Day	0	0	0
Cumulative - Total	0	0	0
State Senate - Total	1,759	4,895	6,654
County			
Colusa County			
Vote by Mail	1,759	4,895	6,654
Mail Ballot	0	0	0
Election Day	0	0	0
Colusa County - Total	1,759	4,895	6,654
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
County - Total	1,759	4,895	6,654
Supervisory			
1st Supervisorial District			
Vote by Mail	406	1,215	1,621
Mail Ballot	0	0	0
Election Day	0	0	0
1st Supervisorial District - Total	406	1,215	1,621
2nd Supervisorial District			
Vote by Mail	417	1,203	1,620
Mail Ballot	0	0	0
Election Day	0	0	0
2nd Supervisorial District - Total	417	1,203	1,620
3rd Supervisorial District			
Vote by Mail	355	713	1,068
Mail Ballot	0	0	0

District	Unresolved Write-In
Election Day	0
Cumulative - Total	0
State Senate - Total	0
County	
Colusa County	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Colusa County - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
County - Total	0
Supervisorial	
1st Supervisorial District	
Vote by Mail	0
Mail Ballot	0
Election Day	0
1st Supervisorial District - Total	0
2nd Supervisorial District	
Vote by Mail	0
Mail Ballot	0
Election Day	0
2nd Supervisorial District - Total	0
3rd Supervisorial District	
Vote by Mail	0
Mail Ballot	0

District	Times Cast	Registered Voters	Undervotes	Overvotes
Election Day	0	1,884	0	0
3rd Supervisorial District - Total	1,127	1,884	59	0
4th Supervisorial District				
Vote by Mail	1,331	1,895	102	0
Mail Ballot	0	1,895	0	0
Election Day	0	1,895	0	0
4th Supervisorial District - Total	1,331	1,895	102	0
5th Supervisorial District				
Vote by Mail	1,223	2,254	107	0
Mail Ballot	0	2,254	0	0
Election Day	0	2,254	0	0
5th Supervisorial District - Total	1,223	2,254	107	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
Supervisorial - Total	7,122	10,651	468	0
City				
City of Colusa				
Vote by Mail	2,274	3,218	157	0
Mail Ballot	0	3,218	0	0
Election Day	0	3,218	0	0
City of Colusa - Total	2,274	3,218	157	0
City of Williams				
Vote by Mail	1,184	2,160	72	0
Mail Ballot	0	2,160	0	0
Election Day	0	2,160	0	0
City of Williams - Total	1,184	2,160	72	0

District	Yes	No	Total Votes
Election Day	0	0	0
3rd Supervisorial District - Total	355	713	1,068
4th Supervisorial District			
Vote by Mail	279	950	1,229
Mail Ballot	0	0	0
Election Day	0	0	0
4th Supervisorial District - Total	279	950	1,229
5th Supervisorial District			
Vote by Mail	302	814	1,116
Mail Ballot	0	0	0
Election Day	0	0	0
5th Supervisorial District - Total	302	814	1,116
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
Supervisorial - Total	1,759	4,895	6,654
City			
City of Colusa			
Vote by Mail	585	1,532	2,117
Mail Ballot	0	0	0
Election Day	0	0	0
City of Colusa - Total	585	1,532	2,117
City of Williams			
Vote by Mail	414	698	1,112
Mail Ballot	0	0	0
Election Day	0	0	0
City of Williams - Total	414	698	1,112

District	Unresolved Write-In
Election Day	0
3rd Supervisorial District - Total	0
4th Supervisorial District	
Vote by Mail	0
Mail Ballot	0
Election Day	0
4th Supervisorial District - Total	0
5th Supervisorial District	
Vote by Mail	0
Mail Ballot	0
Election Day	0
5th Supervisorial District - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
Supervisorial - Total	0
City	
City of Colusa	
Vote by Mail	0
Mail Ballot	0
Election Day	0
City of Colusa - Total	0
City of Williams	
Vote by Mail	0
Mail Ballot	0
Election Day	0
City of Williams - Total	0

District	Times Cast	Registered Voters	Undervotes	Overvotes
Unincorporated				
Vote by Mail	3,664	5,273	239	0
Mail Ballot	0	5,273	0	0
Election Day	0	5,273	0	0
Unincorporated - Total	3,664	5,273	239	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
City - Total	7,122	10,651	468	0
UNINCORPORATED				
UNINCORPORATED				
Vote by Mail	3,664	5,273	239	0
Mail Ballot	0	5,273	0	0
Election Day	0	5,273	0	0
UNINCORPORATED - Total	3,664	5,273	239	0
Unincorporated				
Vote by Mail	3,458	5,378	229	0
Mail Ballot	0	5,378	0	0
Election Day	0	5,378	0	0
Unincorporated - Total	3,458	5,378	229	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
UNINCORPORATED - Total	7,122	10,651	468	0

District	Yes	No	Total Votes
Unincorporated			
Vote by Mail	760	2,665	3,425
Mail Ballot	0	0	0
Election Day	0	0	0
Unincorporated - Total	760	2,665	3,425
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
City - Total	1,759	4,895	6,654
UNINCORPORATED			
UNINCORPORATED			
Vote by Mail	760	2,665	3,425
Mail Ballot	0	0	0
Election Day	0	0	0
UNINCORPORATED - Total	760	2,665	3,425
Unincorporated			
Vote by Mail	999	2,230	3,229
Mail Ballot	0	0	0
Election Day	0	0	0
Unincorporated - Total	999	2,230	3,229
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
UNINCORPORATED - Total	1,759	4,895	6,654

District	Unresolved Write-In
Unincorporated	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Unincorporated - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
City - Total	0
UNINCORPORATED	
UNINCORPORATED	
Vote by Mail	0
Mail Ballot	0
Election Day	0
UNINCORPORATED - Total	0
Unincorporated	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Unincorporated - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
UNINCORPORATED - Total	0

Proposition 32 (Vote for 1)

District	Times Cast	Registered Voters	Undervotes	Overvotes
Electionwide				
Electionwide				
Vote by Mail	7,111	10,651	356	0
Mail Ballot	0	10,651	0	0
Election Day	0	10,651	0	0
Electionwide - Total	7,111	10,651	356	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
Electionwide - Total	7,111	10,651	356	0
Board of Equalization				
Board of Equalization District 1				
Vote by Mail	7,111	10,651	356	0
Mail Ballot	0	10,651	0	0
Election Day	0	10,651	0	0
Board of Equalization District 1 - Total	7,111	10,651	356	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
Board of Equalization - Total	7,111	10,651	356	0
Congressional				
1st Congressional District				
Vote by Mail	7,111	10,651	356	0
Mail Ballot	0	10,651	0	0

District	Yes	No	Total Votes
Electionwide			
Electionwide			
Vote by Mail	2,181	4,574	6,755
Mail Ballot	0	0	0
Election Day	0	0	0
Electionwide - Total	2,181	4,574	6,755
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
Electionwide - Total	2,181	4,574	6,755
Board of Equalization			
Board of Equalization District 1			
Vote by Mail	2,181	4,574	6,755
Mail Ballot	0	0	0
Election Day	0	0	0
Board of Equalization District 1 - Total	2,181	4,574	6,755
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
Board of Equalization - Total	2,181	4,574	6,755
Congressional			
1st Congressional District			
Vote by Mail	2,181	4,574	6,755
Mail Ballot	0	0	0

Attachment: BOS SOV (10207 : Acknowledge Certified Election Results for the General Presidential

District	Unresolved Write-In
Electionwide	
Electionwide	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Electionwide - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
Electionwide - Total	0
Board of Equalization	
Board of Equalization District 1	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Board of Equalization District 1 - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
Board of Equalization - Total	0
Congressional	
1st Congressional District	
Vote by Mail	0
Mail Ballot	0

District	Times Cast	Registered Voters	Undervotes	Overvotes
Election Day	0	10,651	0	0
1st Congressional District - Total	7,111	10,651	356	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
Congressional - Total	7,111	10,651	356	0
State Assembly				
4th Assembly District				
Vote by Mail	7,111	10,651	356	0
Mail Ballot	0	10,651	0	0
Election Day	0	10,651	0	0
4th Assembly District - Total	7,111	10,651	356	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
State Assembly - Total	7,111	10,651	356	0
State Senate				
1st Senate District				
Vote by Mail	7,111	10,651	356	0
Mail Ballot	0	10,651	0	0
Election Day	0	10,651	0	0
1st Senate District - Total	7,111	10,651	356	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0

District	Yes	No	Total Votes
Election Day	0	0	0
1st Congressional District - Total	2,181	4,574	6,755
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
Congressional - Total	2,181	4,574	6,755
State Assembly			
4th Assembly District			
Vote by Mail	2,181	4,574	6,755
Mail Ballot	0	0	0
Election Day	0	0	0
4th Assembly District - Total	2,181	4,574	6,755
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
State Assembly - Total	2,181	4,574	6,755
State Senate			
1st Senate District			
Vote by Mail	2,181	4,574	6,755
Mail Ballot	0	0	0
Election Day	0	0	0
1st Senate District - Total	2,181	4,574	6,755
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0

District	Unresolved Write-In
Election Day	0
1st Congressional District - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
Congressional - Total	0
State Assembly	
4th Assembly District	
Vote by Mail	0
Mail Ballot	0
Election Day	0
4th Assembly District - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
State Assembly - Total	0
State Senate	
1st Senate District	
Vote by Mail	0
Mail Ballot	0
Election Day	0
1st Senate District - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0

District	Times Cast	Registered Voters	Undervotes	Overvotes
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
State Senate - Total	7,111	10,651	356	0
County				
Colusa County				
Vote by Mail	7,111	10,651	356	0
Mail Ballot	0	10,651	0	0
Election Day	0	10,651	0	0
Colusa County - Total	7,111	10,651	356	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
County - Total	7,111	10,651	356	0
Supervisory				
1st Supervisorial District				
Vote by Mail	1,722	2,267	76	0
Mail Ballot	0	2,267	0	0
Election Day	0	2,267	0	0
1st Supervisorial District - Total	1,722	2,267	76	0
2nd Supervisorial District				
Vote by Mail	1,713	2,351	71	0
Mail Ballot	0	2,351	0	0
Election Day	0	2,351	0	0
2nd Supervisorial District - Total	1,713	2,351	71	0
3rd Supervisorial District				
Vote by Mail	1,127	1,884	49	0
Mail Ballot	0	1,884	0	0

District	Yes	No	Total Votes
Election Day	0	0	0
Cumulative - Total	0	0	0
State Senate - Total	2,181	4,574	6,755
County			
Colusa County			
Vote by Mail	2,181	4,574	6,755
Mail Ballot	0	0	0
Election Day	0	0	0
Colusa County - Total	2,181	4,574	6,755
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
County - Total	2,181	4,574	6,755
Supervisory			
1st Supervisorial District			
Vote by Mail	508	1,138	1,646
Mail Ballot	0	0	0
Election Day	0	0	0
1st Supervisorial District - Total	508	1,138	1,646
2nd Supervisorial District			
Vote by Mail	492	1,150	1,642
Mail Ballot	0	0	0
Election Day	0	0	0
2nd Supervisorial District - Total	492	1,150	1,642
3rd Supervisorial District			
Vote by Mail	456	622	1,078
Mail Ballot	0	0	0

District	Unresolved Write-In
Election Day	0
Cumulative - Total	0
State Senate - Total	0
County	
Colusa County	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Colusa County - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
County - Total	0
Supervisorial	
1st Supervisorial District	
Vote by Mail	0
Mail Ballot	0
Election Day	0
1st Supervisorial District - Total	0
2nd Supervisorial District	
Vote by Mail	0
Mail Ballot	0
Election Day	0
2nd Supervisorial District - Total	0
3rd Supervisorial District	
Vote by Mail	0
Mail Ballot	0

District	Times Cast	Registered Voters	Undervotes	Overvotes
Election Day	0	1,884	0	0
3rd Supervisorial District - Total	1,127	1,884	49	0
4th Supervisorial District				
Vote by Mail	1,331	1,895	79	0
Mail Ballot	0	1,895	0	0
Election Day	0	1,895	0	0
4th Supervisorial District - Total	1,331	1,895	79	0
5th Supervisorial District				
Vote by Mail	1,218	2,254	81	0
Mail Ballot	0	2,254	0	0
Election Day	0	2,254	0	0
5th Supervisorial District - Total	1,218	2,254	81	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
Supervisorial - Total	7,111	10,651	356	0
City				
City of Colusa				
Vote by Mail	2,263	3,218	92	0
Mail Ballot	0	3,218	0	0
Election Day	0	3,218	0	0
City of Colusa - Total	2,263	3,218	92	0
City of Williams				
Vote by Mail	1,184	2,160	58	0
Mail Ballot	0	2,160	0	0
Election Day	0	2,160	0	0
City of Williams - Total	1,184	2,160	58	0

District	Yes	No	Total Votes
Election Day	0	0	0
3rd Supervisorial District - Total	456	622	1,078
4th Supervisorial District			
Vote by Mail	382	870	1,252
Mail Ballot	0	0	0
Election Day	0	0	0
4th Supervisorial District - Total	382	870	1,252
5th Supervisorial District			
Vote by Mail	343	794	1,137
Mail Ballot	0	0	0
Election Day	0	0	0
5th Supervisorial District - Total	343	794	1,137
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
Supervisorial - Total	2,181	4,574	6,755
City			
City of Colusa			
Vote by Mail	697	1,474	2,171
Mail Ballot	0	0	0
Election Day	0	0	0
City of Colusa - Total	697	1,474	2,171
City of Williams			
Vote by Mail	564	562	1,126
Mail Ballot	0	0	0
Election Day	0	0	0
City of Williams - Total	564	562	1,126

District	Unresolved Write-In
Election Day	0
3rd Supervisorial District - Total	0
4th Supervisorial District	
Vote by Mail	0
Mail Ballot	0
Election Day	0
4th Supervisorial District - Total	0
5th Supervisorial District	
Vote by Mail	0
Mail Ballot	0
Election Day	0
5th Supervisorial District - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
Supervisorial - Total	0
City	
City of Colusa	
Vote by Mail	0
Mail Ballot	0
Election Day	0
City of Colusa - Total	0
City of Williams	
Vote by Mail	0
Mail Ballot	0
Election Day	0
City of Williams - Total	0

District	Times Cast	Registered Voters	Undervotes	Overvotes
Unincorporated				
Vote by Mail	3,664	5,273	206	0
Mail Ballot	0	5,273	0	0
Election Day	0	5,273	0	0
Unincorporated - Total	3,664	5,273	206	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
City - Total	7,111	10,651	356	0
UNINCORPORATED				
UNINCORPORATED				
Vote by Mail	3,664	5,273	206	0
Mail Ballot	0	5,273	0	0
Election Day	0	5,273	0	0
UNINCORPORATED - Total	3,664	5,273	206	0
Unincorporated				
Vote by Mail	3,447	5,378	150	0
Mail Ballot	0	5,378	0	0
Election Day	0	5,378	0	0
Unincorporated - Total	3,447	5,378	150	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
UNINCORPORATED - Total	7,111	10,651	356	0

District	Yes	No	Total Votes
Unincorporated			
Vote by Mail	920	2,538	3,458
Mail Ballot	0	0	0
Election Day	0	0	0
Unincorporated - Total	920	2,538	3,458
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
City - Total	2,181	4,574	6,755
UNINCORPORATED			
UNINCORPORATED			
Vote by Mail	920	2,538	3,458
Mail Ballot	0	0	0
Election Day	0	0	0
UNINCORPORATED - Total	920	2,538	3,458
Unincorporated			
Vote by Mail	1,261	2,036	3,297
Mail Ballot	0	0	0
Election Day	0	0	0
Unincorporated - Total	1,261	2,036	3,297
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
UNINCORPORATED - Total	2,181	4,574	6,755

District	Unresolved Write-In
Unincorporated	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Unincorporated - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
City - Total	0
UNINCORPORATED	
UNINCORPORATED	
Vote by Mail	0
Mail Ballot	0
Election Day	0
UNINCORPORATED - Total	0
Unincorporated	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Unincorporated - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
UNINCORPORATED - Total	0

Proposition 33 (Vote for 1)

District	Times Cast	Registered Voters	Undervotes	Overvotes
Electionwide				
Electionwide				
Vote by Mail	7,067	10,651	303	0
Mail Ballot	0	10,651	0	0
Election Day	0	10,651	0	0
Electionwide - Total	7,067	10,651	303	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
Electionwide - Total	7,067	10,651	303	0
Board of Equalization				
Board of Equalization District 1				
Vote by Mail	7,067	10,651	303	0
Mail Ballot	0	10,651	0	0
Election Day	0	10,651	0	0
Board of Equalization District 1 - Total	7,067	10,651	303	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
Board of Equalization - Total	7,067	10,651	303	0
Congressional				
1st Congressional District				
Vote by Mail	7,067	10,651	303	0
Mail Ballot	0	10,651	0	0

District	Yes	No	Total Votes
Electionwide			
Electionwide			
Vote by Mail	1,841	4,923	6,764
Mail Ballot	0	0	0
Election Day	0	0	0
Electionwide - Total	1,841	4,923	6,764
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
Electionwide - Total	1,841	4,923	6,764
Board of Equalization			
Board of Equalization District 1			
Vote by Mail	1,841	4,923	6,764
Mail Ballot	0	0	0
Election Day	0	0	0
Board of Equalization District 1 - Total	1,841	4,923	6,764
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
Board of Equalization - Total	1,841	4,923	6,764
Congressional			
1st Congressional District			
Vote by Mail	1,841	4,923	6,764
Mail Ballot	0	0	0

Attachment: BOS SOV (10207 : Acknowledge Certified Election Results for the General Presidential

District	Unresolved Write-In
Electionwide	
Electionwide	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Electionwide - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
Electionwide - Total	0
Board of Equalization	
Board of Equalization District 1	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Board of Equalization District 1 - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
Board of Equalization - Total	0
Congressional	
1st Congressional District	
Vote by Mail	0
Mail Ballot	0

District	Times Cast	Registered Voters	Undervotes	Overvotes
Election Day	0	10,651	0	0
1st Congressional District - Total	7,067	10,651	303	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
Congressional - Total	7,067	10,651	303	0
State Assembly				
4th Assembly District				
Vote by Mail	7,067	10,651	303	0
Mail Ballot	0	10,651	0	0
Election Day	0	10,651	0	0
4th Assembly District - Total	7,067	10,651	303	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
State Assembly - Total	7,067	10,651	303	0
State Senate				
1st Senate District				
Vote by Mail	7,067	10,651	303	0
Mail Ballot	0	10,651	0	0
Election Day	0	10,651	0	0
1st Senate District - Total	7,067	10,651	303	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0

District	Yes	No	Total Votes
Election Day	0	0	0
1st Congressional District - Total	1,841	4,923	6,764
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
Congressional - Total	1,841	4,923	6,764
State Assembly			
4th Assembly District			
Vote by Mail	1,841	4,923	6,764
Mail Ballot	0	0	0
Election Day	0	0	0
4th Assembly District - Total	1,841	4,923	6,764
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
State Assembly - Total	1,841	4,923	6,764
State Senate			
1st Senate District			
Vote by Mail	1,841	4,923	6,764
Mail Ballot	0	0	0
Election Day	0	0	0
1st Senate District - Total	1,841	4,923	6,764
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0

District	Unresolved Write-In
Election Day	0
1st Congressional District - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
Congressional - Total	0
State Assembly	
4th Assembly District	
Vote by Mail	0
Mail Ballot	0
Election Day	0
4th Assembly District - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
State Assembly - Total	0
State Senate	
1st Senate District	
Vote by Mail	0
Mail Ballot	0
Election Day	0
1st Senate District - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0

District	Times Cast	Registered Voters	Undervotes	Overvotes
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
State Senate - Total	7,067	10,651	303	0
County				
Colusa County				
Vote by Mail	7,067	10,651	303	0
Mail Ballot	0	10,651	0	0
Election Day	0	10,651	0	0
Colusa County - Total	7,067	10,651	303	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
County - Total	7,067	10,651	303	0
Supervisorial				
1st Supervisorial District				
Vote by Mail	1,622	2,267	58	0
Mail Ballot	0	2,267	0	0
Election Day	0	2,267	0	0
1st Supervisorial District - Total	1,622	2,267	58	0
2nd Supervisorial District				
Vote by Mail	1,712	2,351	77	0
Mail Ballot	0	2,351	0	0
Election Day	0	2,351	0	0
2nd Supervisorial District - Total	1,712	2,351	77	0
3rd Supervisorial District				
Vote by Mail	952	1,884	37	0
Mail Ballot	0	1,884	0	0

District	Yes	No	Total Votes
Election Day	0	0	0
Cumulative - Total	0	0	0
State Senate - Total	1,841	4,923	6,764
County			
Colusa County			
Vote by Mail	1,841	4,923	6,764
Mail Ballot	0	0	0
Election Day	0	0	0
Colusa County - Total	1,841	4,923	6,764
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
County - Total	1,841	4,923	6,764
Supervisorial			
1st Supervisorial District			
Vote by Mail	368	1,196	1,564
Mail Ballot	0	0	0
Election Day	0	0	0
1st Supervisorial District - Total	368	1,196	1,564
2nd Supervisorial District			
Vote by Mail	460	1,175	1,635
Mail Ballot	0	0	0
Election Day	0	0	0
2nd Supervisorial District - Total	460	1,175	1,635
3rd Supervisorial District			
Vote by Mail	331	584	915
Mail Ballot	0	0	0

District	Unresolved Write-In
Election Day	0
Cumulative - Total	0
State Senate - Total	0
County	
Colusa County	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Colusa County - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
County - Total	0
Supervisorial	
1st Supervisorial District	
Vote by Mail	0
Mail Ballot	0
Election Day	0
1st Supervisorial District - Total	0
2nd Supervisorial District	
Vote by Mail	0
Mail Ballot	0
Election Day	0
2nd Supervisorial District - Total	0
3rd Supervisorial District	
Vote by Mail	0
Mail Ballot	0

District	Times Cast	Registered Voters	Undervotes	Overvotes
Election Day	0	1,884	0	0
3rd Supervisorial District - Total	952	1,884	37	0
4th Supervisorial District				
Vote by Mail	1,328	1,895	54	0
Mail Ballot	0	1,895	0	0
Election Day	0	1,895	0	0
4th Supervisorial District - Total	1,328	1,895	54	0
5th Supervisorial District				
Vote by Mail	1,453	2,254	77	0
Mail Ballot	0	2,254	0	0
Election Day	0	2,254	0	0
5th Supervisorial District - Total	1,453	2,254	77	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
Supervisorial - Total	7,067	10,651	303	0
City				
City of Colusa				
Vote by Mail	2,263	3,218	115	0
Mail Ballot	0	3,218	0	0
Election Day	0	3,218	0	0
City of Colusa - Total	2,263	3,218	115	0
City of Williams				
Vote by Mail	1,009	2,160	45	0
Mail Ballot	0	2,160	0	0
Election Day	0	2,160	0	0
City of Williams - Total	1,009	2,160	45	0

District	Yes	No	Total Votes
Election Day	0	0	0
3rd Supervisorial District - Total	331	584	915
4th Supervisorial District			
Vote by Mail	318	956	1,274
Mail Ballot	0	0	0
Election Day	0	0	0
4th Supervisorial District - Total	318	956	1,274
5th Supervisorial District			
Vote by Mail	364	1,012	1,376
Mail Ballot	0	0	0
Election Day	0	0	0
5th Supervisorial District - Total	364	1,012	1,376
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
Supervisorial - Total	1,841	4,923	6,764
City			
City of Colusa			
Vote by Mail	632	1,516	2,148
Mail Ballot	0	0	0
Election Day	0	0	0
City of Colusa - Total	632	1,516	2,148
City of Williams			
Vote by Mail	410	554	964
Mail Ballot	0	0	0
Election Day	0	0	0
City of Williams - Total	410	554	964

District	Unresolved Write-In
Election Day	0
3rd Supervisorial District - Total	0
4th Supervisorial District	
Vote by Mail	0
Mail Ballot	0
Election Day	0
4th Supervisorial District - Total	0
5th Supervisorial District	
Vote by Mail	0
Mail Ballot	0
Election Day	0
5th Supervisorial District - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
Supervisorial - Total	0
City	
City of Colusa	
Vote by Mail	0
Mail Ballot	0
Election Day	0
City of Colusa - Total	0
City of Williams	
Vote by Mail	0
Mail Ballot	0
Election Day	0
City of Williams - Total	0

District	Times Cast	Registered Voters	Undervotes	Overvotes
Unincorporated				
Vote by Mail	3,795	5,273	143	0
Mail Ballot	0	5,273	0	0
Election Day	0	5,273	0	0
Unincorporated - Total	3,795	5,273	143	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
City - Total	7,067	10,651	303	0
UNINCORPORATED				
UNINCORPORATED				
Vote by Mail	3,795	5,273	143	0
Mail Ballot	0	5,273	0	0
Election Day	0	5,273	0	0
UNINCORPORATED - Total	3,795	5,273	143	0
Unincorporated				
Vote by Mail	3,272	5,378	160	0
Mail Ballot	0	5,378	0	0
Election Day	0	5,378	0	0
Unincorporated - Total	3,272	5,378	160	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
UNINCORPORATED - Total	7,067	10,651	303	0

District	Yes	No	Total Votes
Unincorporated			
Vote by Mail	799	2,853	3,652
Mail Ballot	0	0	0
Election Day	0	0	0
Unincorporated - Total	799	2,853	3,652
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
City - Total	1,841	4,923	6,764
UNINCORPORATED			
UNINCORPORATED			
Vote by Mail	799	2,853	3,652
Mail Ballot	0	0	0
Election Day	0	0	0
UNINCORPORATED - Total	799	2,853	3,652
Unincorporated			
Vote by Mail	1,042	2,070	3,112
Mail Ballot	0	0	0
Election Day	0	0	0
Unincorporated - Total	1,042	2,070	3,112
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
UNINCORPORATED - Total	1,841	4,923	6,764

District	Unresolved Write-In
Unincorporated	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Unincorporated - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
City - Total	0
UNINCORPORATED	
UNINCORPORATED	
Vote by Mail	0
Mail Ballot	0
Election Day	0
UNINCORPORATED - Total	0
Unincorporated	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Unincorporated - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
UNINCORPORATED - Total	0

Proposition 34 (Vote for 1)

District	Times Cast	Registered Voters	Undervotes	Overvotes
Electionwide				
Electionwide				
Vote by Mail	7,067	10,651	486	2
Mail Ballot	0	10,651	0	0
Election Day	0	10,651	0	0
Electionwide - Total	7,067	10,651	486	2
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
Electionwide - Total	7,067	10,651	486	2
Board of Equalization				
Board of Equalization District 1				
Vote by Mail	7,067	10,651	486	2
Mail Ballot	0	10,651	0	0
Election Day	0	10,651	0	0
Board of Equalization District 1 - Total	7,067	10,651	486	2
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
Board of Equalization - Total	7,067	10,651	486	2
Congressional				
1st Congressional District				
Vote by Mail	7,067	10,651	486	2
Mail Ballot	0	10,651	0	0

District	Yes	No	Total Votes
Electionwide			
Electionwide			
Vote by Mail	3,607	2,972	6,579
Mail Ballot	0	0	0
Election Day	0	0	0
Electionwide - Total	3,607	2,972	6,579
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
Electionwide - Total	3,607	2,972	6,579
Board of Equalization			
Board of Equalization District 1			
Vote by Mail	3,607	2,972	6,579
Mail Ballot	0	0	0
Election Day	0	0	0
Board of Equalization District 1 - Total	3,607	2,972	6,579
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
Board of Equalization - Total	3,607	2,972	6,579
Congressional			
1st Congressional District			
Vote by Mail	3,607	2,972	6,579
Mail Ballot	0	0	0

Attachment: BOS SOV (10207 : Acknowledge Certified Election Results for the General Presidential

District	Unresolved Write-In
Electionwide	
Electionwide	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Electionwide - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
Electionwide - Total	0
Board of Equalization	
Board of Equalization District 1	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Board of Equalization District 1 - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
Board of Equalization - Total	0
Congressional	
1st Congressional District	
Vote by Mail	0
Mail Ballot	0

District	Times Cast	Registered Voters	Undervotes	Overvotes
Election Day	0	10,651	0	0
1st Congressional District - Total	7,067	10,651	486	2
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
Congressional - Total	7,067	10,651	486	2
State Assembly				
4th Assembly District				
Vote by Mail	7,067	10,651	486	2
Mail Ballot	0	10,651	0	0
Election Day	0	10,651	0	0
4th Assembly District - Total	7,067	10,651	486	2
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
State Assembly - Total	7,067	10,651	486	2
State Senate				
1st Senate District				
Vote by Mail	7,067	10,651	486	2
Mail Ballot	0	10,651	0	0
Election Day	0	10,651	0	0
1st Senate District - Total	7,067	10,651	486	2
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0

District	Yes	No	Total Votes
Election Day	0	0	0
1st Congressional District - Total	3,607	2,972	6,579
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
Congressional - Total	3,607	2,972	6,579
State Assembly			
4th Assembly District			
Vote by Mail	3,607	2,972	6,579
Mail Ballot	0	0	0
Election Day	0	0	0
4th Assembly District - Total	3,607	2,972	6,579
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
State Assembly - Total	3,607	2,972	6,579
State Senate			
1st Senate District			
Vote by Mail	3,607	2,972	6,579
Mail Ballot	0	0	0
Election Day	0	0	0
1st Senate District - Total	3,607	2,972	6,579
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0

District	Unresolved Write-In
Election Day	0
1st Congressional District - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
Congressional - Total	0
State Assembly	
4th Assembly District	
Vote by Mail	0
Mail Ballot	0
Election Day	0
4th Assembly District - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
State Assembly - Total	0
State Senate	
1st Senate District	
Vote by Mail	0
Mail Ballot	0
Election Day	0
1st Senate District - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0

District	Times Cast	Registered Voters	Undervotes	Overvotes
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
State Senate - Total	7,067	10,651	486	2
County				
Colusa County				
Vote by Mail	7,067	10,651	486	2
Mail Ballot	0	10,651	0	0
Election Day	0	10,651	0	0
Colusa County - Total	7,067	10,651	486	2
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
County - Total	7,067	10,651	486	2
Supervisorial				
1st Supervisorial District				
Vote by Mail	1,622	2,267	109	1
Mail Ballot	0	2,267	0	0
Election Day	0	2,267	0	0
1st Supervisorial District - Total	1,622	2,267	109	1
2nd Supervisorial District				
Vote by Mail	1,712	2,351	104	0
Mail Ballot	0	2,351	0	0
Election Day	0	2,351	0	0
2nd Supervisorial District - Total	1,712	2,351	104	0
3rd Supervisorial District				
Vote by Mail	952	1,884	73	0
Mail Ballot	0	1,884	0	0

District	Yes	No	Total Votes
Election Day	0	0	0
Cumulative - Total	0	0	0
State Senate - Total	3,607	2,972	6,579
County			
Colusa County			
Vote by Mail	3,607	2,972	6,579
Mail Ballot	0	0	0
Election Day	0	0	0
Colusa County - Total	3,607	2,972	6,579
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
County - Total	3,607	2,972	6,579
Supervisorial			
1st Supervisorial District			
Vote by Mail	814	698	1,512
Mail Ballot	0	0	0
Election Day	0	0	0
1st Supervisorial District - Total	814	698	1,512
2nd Supervisorial District			
Vote by Mail	904	704	1,608
Mail Ballot	0	0	0
Election Day	0	0	0
2nd Supervisorial District - Total	904	704	1,608
3rd Supervisorial District			
Vote by Mail	484	395	879
Mail Ballot	0	0	0

District	Unresolved Write-In
Election Day	0
Cumulative - Total	0
State Senate - Total	0
County	
Colusa County	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Colusa County - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
County - Total	0
Supervisorial	
1st Supervisorial District	
Vote by Mail	0
Mail Ballot	0
Election Day	0
1st Supervisorial District - Total	0
2nd Supervisorial District	
Vote by Mail	0
Mail Ballot	0
Election Day	0
2nd Supervisorial District - Total	0
3rd Supervisorial District	
Vote by Mail	0
Mail Ballot	0

District	Times Cast	Registered Voters	Undervotes	Overvotes
Election Day	0	1,884	0	0
3rd Supervisorial District - Total	952	1,884	73	0
4th Supervisorial District				
Vote by Mail	1,328	1,895	90	0
Mail Ballot	0	1,895	0	0
Election Day	0	1,895	0	0
4th Supervisorial District - Total	1,328	1,895	90	0
5th Supervisorial District				
Vote by Mail	1,453	2,254	110	1
Mail Ballot	0	2,254	0	0
Election Day	0	2,254	0	0
5th Supervisorial District - Total	1,453	2,254	110	1
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
Supervisorial - Total	7,067	10,651	486	2
City				
City of Colusa				
Vote by Mail	2,263	3,218	161	1
Mail Ballot	0	3,218	0	0
Election Day	0	3,218	0	0
City of Colusa - Total	2,263	3,218	161	1
City of Williams				
Vote by Mail	1,009	2,160	81	0
Mail Ballot	0	2,160	0	0
Election Day	0	2,160	0	0
City of Williams - Total	1,009	2,160	81	0

District	Yes	No	Total Votes
Election Day	0	0	0
3rd Supervisorial District - Total	484	395	879
4th Supervisorial District			
Vote by Mail	661	577	1,238
Mail Ballot	0	0	0
Election Day	0	0	0
4th Supervisorial District - Total	661	577	1,238
5th Supervisorial District			
Vote by Mail	744	598	1,342
Mail Ballot	0	0	0
Election Day	0	0	0
5th Supervisorial District - Total	744	598	1,342
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
Supervisorial - Total	3,607	2,972	6,579
City			
City of Colusa			
Vote by Mail	1,182	919	2,101
Mail Ballot	0	0	0
Election Day	0	0	0
City of Colusa - Total	1,182	919	2,101
City of Williams			
Vote by Mail	487	441	928
Mail Ballot	0	0	0
Election Day	0	0	0
City of Williams - Total	487	441	928

District	Unresolved Write-In
Election Day	0
3rd Supervisorial District - Total	0
4th Supervisorial District	
Vote by Mail	0
Mail Ballot	0
Election Day	0
4th Supervisorial District - Total	0
5th Supervisorial District	
Vote by Mail	0
Mail Ballot	0
Election Day	0
5th Supervisorial District - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
Supervisorial - Total	0
City	
City of Colusa	
Vote by Mail	0
Mail Ballot	0
Election Day	0
City of Colusa - Total	0
City of Williams	
Vote by Mail	0
Mail Ballot	0
Election Day	0
City of Williams - Total	0

District	Times Cast	Registered Voters	Undervotes	Overvotes
Unincorporated				
Vote by Mail	3,795	5,273	244	1
Mail Ballot	0	5,273	0	0
Election Day	0	5,273	0	0
Unincorporated - Total	3,795	5,273	244	1
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
City - Total	7,067	10,651	486	2
UNINCORPORATED				
UNINCORPORATED				
Vote by Mail	3,795	5,273	244	1
Mail Ballot	0	5,273	0	0
Election Day	0	5,273	0	0
UNINCORPORATED - Total	3,795	5,273	244	1
Unincorporated				
Vote by Mail	3,272	5,378	242	1
Mail Ballot	0	5,378	0	0
Election Day	0	5,378	0	0
Unincorporated - Total	3,272	5,378	242	1
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
UNINCORPORATED - Total	7,067	10,651	486	2

District	Yes	No	Total Votes
Unincorporated			
Vote by Mail	1,938	1,612	3,550
Mail Ballot	0	0	0
Election Day	0	0	0
Unincorporated - Total	1,938	1,612	3,550
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
City - Total	3,607	2,972	6,579
UNINCORPORATED			
UNINCORPORATED			
Vote by Mail	1,938	1,612	3,550
Mail Ballot	0	0	0
Election Day	0	0	0
UNINCORPORATED - Total	1,938	1,612	3,550
Unincorporated			
Vote by Mail	1,669	1,360	3,029
Mail Ballot	0	0	0
Election Day	0	0	0
Unincorporated - Total	1,669	1,360	3,029
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
UNINCORPORATED - Total	3,607	2,972	6,579

District	Unresolved Write-In
Unincorporated	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Unincorporated - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
City - Total	0
UNINCORPORATED	
UNINCORPORATED	
Vote by Mail	0
Mail Ballot	0
Election Day	0
UNINCORPORATED - Total	0
Unincorporated	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Unincorporated - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
UNINCORPORATED - Total	0

Proposition 35 (Vote for 1)

District	Times Cast	Registered Voters	Undervotes	Overvotes
Electionwide				
Electionwide				
Vote by Mail	7,067	10,651	371	1
Mail Ballot	0	10,651	0	0
Election Day	0	10,651	0	0
Electionwide - Total	7,067	10,651	371	1
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
Electionwide - Total	7,067	10,651	371	1
Board of Equalization				
Board of Equalization District 1				
Vote by Mail	7,067	10,651	371	1
Mail Ballot	0	10,651	0	0
Election Day	0	10,651	0	0
Board of Equalization District 1 - Total	7,067	10,651	371	1
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
Board of Equalization - Total	7,067	10,651	371	1
Congressional				
1st Congressional District				
Vote by Mail	7,067	10,651	371	1
Mail Ballot	0	10,651	0	0

District	Yes	No	Total Votes
Electionwide			
Electionwide			
Vote by Mail	4,282	2,413	6,695
Mail Ballot	0	0	0
Election Day	0	0	0
Electionwide - Total	4,282	2,413	6,695
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
Electionwide - Total	4,282	2,413	6,695
Board of Equalization			
Board of Equalization District 1			
Vote by Mail	4,282	2,413	6,695
Mail Ballot	0	0	0
Election Day	0	0	0
Board of Equalization District 1 - Total	4,282	2,413	6,695
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
Board of Equalization - Total	4,282	2,413	6,695
Congressional			
1st Congressional District			
Vote by Mail	4,282	2,413	6,695
Mail Ballot	0	0	0

Attachment: BOS SOV (10207 : Acknowledge Certified Election Results for the General Presidential

District	Unresolved Write-In
Electionwide	
Electionwide	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Electionwide - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
Electionwide - Total	0
Board of Equalization	
Board of Equalization District 1	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Board of Equalization District 1 - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
Board of Equalization - Total	0
Congressional	
1st Congressional District	
Vote by Mail	0
Mail Ballot	0

District	Times Cast	Registered Voters	Undervotes	Overvotes
Election Day	0	10,651	0	0
1st Congressional District - Total	7,067	10,651	371	1
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
Congressional - Total	7,067	10,651	371	1
State Assembly				
4th Assembly District				
Vote by Mail	7,067	10,651	371	1
Mail Ballot	0	10,651	0	0
Election Day	0	10,651	0	0
4th Assembly District - Total	7,067	10,651	371	1
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
State Assembly - Total	7,067	10,651	371	1
State Senate				
1st Senate District				
Vote by Mail	7,067	10,651	371	1
Mail Ballot	0	10,651	0	0
Election Day	0	10,651	0	0
1st Senate District - Total	7,067	10,651	371	1
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0

District	Yes	No	Total Votes
Election Day	0	0	0
1st Congressional District - Total	4,282	2,413	6,695
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
Congressional - Total	4,282	2,413	6,695
State Assembly			
4th Assembly District			
Vote by Mail	4,282	2,413	6,695
Mail Ballot	0	0	0
Election Day	0	0	0
4th Assembly District - Total	4,282	2,413	6,695
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
State Assembly - Total	4,282	2,413	6,695
State Senate			
1st Senate District			
Vote by Mail	4,282	2,413	6,695
Mail Ballot	0	0	0
Election Day	0	0	0
1st Senate District - Total	4,282	2,413	6,695
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0

District	Unresolved Write-In
Election Day	0
1st Congressional District - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
Congressional - Total	0
State Assembly	
4th Assembly District	
Vote by Mail	0
Mail Ballot	0
Election Day	0
4th Assembly District - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
State Assembly - Total	0
State Senate	
1st Senate District	
Vote by Mail	0
Mail Ballot	0
Election Day	0
1st Senate District - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0

District	Times Cast	Registered Voters	Undervotes	Overvotes
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
State Senate - Total	7,067	10,651	371	1
County				
Colusa County				
Vote by Mail	7,067	10,651	371	1
Mail Ballot	0	10,651	0	0
Election Day	0	10,651	0	0
Colusa County - Total	7,067	10,651	371	1
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
County - Total	7,067	10,651	371	1
Supervisorial				
1st Supervisorial District				
Vote by Mail	1,622	2,267	74	0
Mail Ballot	0	2,267	0	0
Election Day	0	2,267	0	0
1st Supervisorial District - Total	1,622	2,267	74	0
2nd Supervisorial District				
Vote by Mail	1,712	2,351	84	0
Mail Ballot	0	2,351	0	0
Election Day	0	2,351	0	0
2nd Supervisorial District - Total	1,712	2,351	84	0
3rd Supervisorial District				
Vote by Mail	952	1,884	47	0
Mail Ballot	0	1,884	0	0

District	Yes	No	Total Votes
Election Day	0	0	0
Cumulative - Total	0	0	0
State Senate - Total	4,282	2,413	6,695
County			
Colusa County			
Vote by Mail	4,282	2,413	6,695
Mail Ballot	0	0	0
Election Day	0	0	0
Colusa County - Total	4,282	2,413	6,695
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
County - Total	4,282	2,413	6,695
Supervisorial			
1st Supervisorial District			
Vote by Mail	953	595	1,548
Mail Ballot	0	0	0
Election Day	0	0	0
1st Supervisorial District - Total	953	595	1,548
2nd Supervisorial District			
Vote by Mail	1,039	589	1,628
Mail Ballot	0	0	0
Election Day	0	0	0
2nd Supervisorial District - Total	1,039	589	1,628
3rd Supervisorial District			
Vote by Mail	629	276	905
Mail Ballot	0	0	0

District	Unresolved Write-In
Election Day	0
Cumulative - Total	0
State Senate - Total	0
County	
Colusa County	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Colusa County - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
County - Total	0
Supervisorial	
1st Supervisorial District	
Vote by Mail	0
Mail Ballot	0
Election Day	0
1st Supervisorial District - Total	0
2nd Supervisorial District	
Vote by Mail	0
Mail Ballot	0
Election Day	0
2nd Supervisorial District - Total	0
3rd Supervisorial District	
Vote by Mail	0
Mail Ballot	0

District	Times Cast	Registered Voters	Undervotes	Overvotes
Election Day	0	1,884	0	0
3rd Supervisorial District - Total	952	1,884	47	0
4th Supervisorial District				
Vote by Mail	1,328	1,895	64	1
Mail Ballot	0	1,895	0	0
Election Day	0	1,895	0	0
4th Supervisorial District - Total	1,328	1,895	64	1
5th Supervisorial District				
Vote by Mail	1,453	2,254	102	0
Mail Ballot	0	2,254	0	0
Election Day	0	2,254	0	0
5th Supervisorial District - Total	1,453	2,254	102	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
Supervisorial - Total	7,067	10,651	371	1
City				
City of Colusa				
Vote by Mail	2,263	3,218	139	0
Mail Ballot	0	3,218	0	0
Election Day	0	3,218	0	0
City of Colusa - Total	2,263	3,218	139	0
City of Williams				
Vote by Mail	1,009	2,160	49	0
Mail Ballot	0	2,160	0	0
Election Day	0	2,160	0	0
City of Williams - Total	1,009	2,160	49	0

District	Yes	No	Total Votes
Election Day	0	0	0
3rd Supervisorial District - Total	629	276	905
4th Supervisorial District			
Vote by Mail	785	478	1,263
Mail Ballot	0	0	0
Election Day	0	0	0
4th Supervisorial District - Total	785	478	1,263
5th Supervisorial District			
Vote by Mail	876	475	1,351
Mail Ballot	0	0	0
Election Day	0	0	0
5th Supervisorial District - Total	876	475	1,351
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
Supervisorial - Total	4,282	2,413	6,695
City			
City of Colusa			
Vote by Mail	1,396	728	2,124
Mail Ballot	0	0	0
Election Day	0	0	0
City of Colusa - Total	1,396	728	2,124
City of Williams			
Vote by Mail	713	247	960
Mail Ballot	0	0	0
Election Day	0	0	0
City of Williams - Total	713	247	960

District	Unresolved Write-In
Election Day	0
3rd Supervisorial District - Total	0
4th Supervisorial District	
Vote by Mail	0
Mail Ballot	0
Election Day	0
4th Supervisorial District - Total	0
5th Supervisorial District	
Vote by Mail	0
Mail Ballot	0
Election Day	0
5th Supervisorial District - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
Supervisorial - Total	0
City	
City of Colusa	
Vote by Mail	0
Mail Ballot	0
Election Day	0
City of Colusa - Total	0
City of Williams	
Vote by Mail	0
Mail Ballot	0
Election Day	0
City of Williams - Total	0

District	Times Cast	Registered Voters	Undervotes	Overvotes
Unincorporated				
Vote by Mail	3,795	5,273	183	1
Mail Ballot	0	5,273	0	0
Election Day	0	5,273	0	0
Unincorporated - Total	3,795	5,273	183	1
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
City - Total	7,067	10,651	371	1
UNINCORPORATED				
UNINCORPORATED				
Vote by Mail	3,795	5,273	183	1
Mail Ballot	0	5,273	0	0
Election Day	0	5,273	0	0
UNINCORPORATED - Total	3,795	5,273	183	1
Unincorporated				
Vote by Mail	3,272	5,378	188	0
Mail Ballot	0	5,378	0	0
Election Day	0	5,378	0	0
Unincorporated - Total	3,272	5,378	188	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
UNINCORPORATED - Total	7,067	10,651	371	1

District	Yes	No	Total Votes
Unincorporated			
Vote by Mail	2,173	1,438	3,611
Mail Ballot	0	0	0
Election Day	0	0	0
Unincorporated - Total	2,173	1,438	3,611
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
City - Total	4,282	2,413	6,695
UNINCORPORATED			
UNINCORPORATED			
Vote by Mail	2,173	1,438	3,611
Mail Ballot	0	0	0
Election Day	0	0	0
UNINCORPORATED - Total	2,173	1,438	3,611
Unincorporated			
Vote by Mail	2,109	975	3,084
Mail Ballot	0	0	0
Election Day	0	0	0
Unincorporated - Total	2,109	975	3,084
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
UNINCORPORATED - Total	4,282	2,413	6,695

District	Unresolved Write-In
Unincorporated	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Unincorporated - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
City - Total	0
UNINCORPORATED	
UNINCORPORATED	
Vote by Mail	0
Mail Ballot	0
Election Day	0
UNINCORPORATED - Total	0
Unincorporated	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Unincorporated - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
UNINCORPORATED - Total	0

Proposition 36 (Vote for 1)

District	Times Cast	Registered Voters	Undervotes	Overvotes
Electionwide				
Electionwide				
Vote by Mail	7,067	10,651	311	1
Mail Ballot	0	10,651	0	0
Election Day	0	10,651	0	0
Electionwide - Total	7,067	10,651	311	1
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
Electionwide - Total	7,067	10,651	311	1
Board of Equalization				
Board of Equalization District 1				
Vote by Mail	7,067	10,651	311	1
Mail Ballot	0	10,651	0	0
Election Day	0	10,651	0	0
Board of Equalization District 1 - Total	7,067	10,651	311	1
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
Board of Equalization - Total	7,067	10,651	311	1
Congressional				
1st Congressional District				
Vote by Mail	7,067	10,651	311	1
Mail Ballot	0	10,651	0	0

District	Yes	No	Total Votes
Electionwide			
Electionwide			
Vote by Mail	5,323	1,432	6,755
Mail Ballot	0	0	0
Election Day	0	0	0
Electionwide - Total	5,323	1,432	6,755
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
Electionwide - Total	5,323	1,432	6,755
Board of Equalization			
Board of Equalization District 1			
Vote by Mail	5,323	1,432	6,755
Mail Ballot	0	0	0
Election Day	0	0	0
Board of Equalization District 1 - Total	5,323	1,432	6,755
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
Board of Equalization - Total	5,323	1,432	6,755
Congressional			
1st Congressional District			
Vote by Mail	5,323	1,432	6,755
Mail Ballot	0	0	0

Attachment: BOS SOV (10207 : Acknowledge Certified Election Results for the General Presidential

District	Unresolved Write-In
Electionwide	
Electionwide	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Electionwide - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
Electionwide - Total	0
Board of Equalization	
Board of Equalization District 1	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Board of Equalization District 1 - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
Board of Equalization - Total	0
Congressional	
1st Congressional District	
Vote by Mail	0
Mail Ballot	0

District	Times Cast	Registered Voters	Undervotes	Overvotes
Election Day	0	10,651	0	0
1st Congressional District - Total	7,067	10,651	311	1
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
Congressional - Total	7,067	10,651	311	1
State Assembly				
4th Assembly District				
Vote by Mail	7,067	10,651	311	1
Mail Ballot	0	10,651	0	0
Election Day	0	10,651	0	0
4th Assembly District - Total	7,067	10,651	311	1
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
State Assembly - Total	7,067	10,651	311	1
State Senate				
1st Senate District				
Vote by Mail	7,067	10,651	311	1
Mail Ballot	0	10,651	0	0
Election Day	0	10,651	0	0
1st Senate District - Total	7,067	10,651	311	1
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0

District	Yes	No	Total Votes
Election Day	0	0	0
1st Congressional District - Total	5,323	1,432	6,755
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
Congressional - Total	5,323	1,432	6,755
State Assembly			
4th Assembly District			
Vote by Mail	5,323	1,432	6,755
Mail Ballot	0	0	0
Election Day	0	0	0
4th Assembly District - Total	5,323	1,432	6,755
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
State Assembly - Total	5,323	1,432	6,755
State Senate			
1st Senate District			
Vote by Mail	5,323	1,432	6,755
Mail Ballot	0	0	0
Election Day	0	0	0
1st Senate District - Total	5,323	1,432	6,755
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0

District	Unresolved Write-In
Election Day	0
1st Congressional District - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
Congressional - Total	0
State Assembly	
4th Assembly District	
Vote by Mail	0
Mail Ballot	0
Election Day	0
4th Assembly District - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
State Assembly - Total	0
State Senate	
1st Senate District	
Vote by Mail	0
Mail Ballot	0
Election Day	0
1st Senate District - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0

District	Times Cast	Registered Voters	Undervotes	Overvotes
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
State Senate - Total	7,067	10,651	311	1
County				
Colusa County				
Vote by Mail	7,067	10,651	311	1
Mail Ballot	0	10,651	0	0
Election Day	0	10,651	0	0
Colusa County - Total	7,067	10,651	311	1
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
County - Total	7,067	10,651	311	1
Supervisorial				
1st Supervisorial District				
Vote by Mail	1,622	2,267	54	0
Mail Ballot	0	2,267	0	0
Election Day	0	2,267	0	0
1st Supervisorial District - Total	1,622	2,267	54	0
2nd Supervisorial District				
Vote by Mail	1,712	2,351	74	0
Mail Ballot	0	2,351	0	0
Election Day	0	2,351	0	0
2nd Supervisorial District - Total	1,712	2,351	74	0
3rd Supervisorial District				
Vote by Mail	952	1,884	46	0
Mail Ballot	0	1,884	0	0

District	Yes	No	Total Votes
Election Day	0	0	0
Cumulative - Total	0	0	0
State Senate - Total	5,323	1,432	6,755
County			
Colusa County			
Vote by Mail	5,323	1,432	6,755
Mail Ballot	0	0	0
Election Day	0	0	0
Colusa County - Total	5,323	1,432	6,755
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
County - Total	5,323	1,432	6,755
Supervisorial			
1st Supervisorial District			
Vote by Mail	1,209	359	1,568
Mail Ballot	0	0	0
Election Day	0	0	0
1st Supervisorial District - Total	1,209	359	1,568
2nd Supervisorial District			
Vote by Mail	1,298	340	1,638
Mail Ballot	0	0	0
Election Day	0	0	0
2nd Supervisorial District - Total	1,298	340	1,638
3rd Supervisorial District			
Vote by Mail	707	199	906
Mail Ballot	0	0	0

District	Unresolved Write-In
Election Day	0
Cumulative - Total	0
State Senate - Total	0
County	
Colusa County	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Colusa County - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
County - Total	0
Supervisorial	
1st Supervisorial District	
Vote by Mail	0
Mail Ballot	0
Election Day	0
1st Supervisorial District - Total	0
2nd Supervisorial District	
Vote by Mail	0
Mail Ballot	0
Election Day	0
2nd Supervisorial District - Total	0
3rd Supervisorial District	
Vote by Mail	0
Mail Ballot	0

District	Times Cast	Registered Voters	Undervotes	Overvotes
Election Day	0	1,884	0	0
3rd Supervisorial District - Total	952	1,884	46	0
4th Supervisorial District				
Vote by Mail	1,328	1,895	67	0
Mail Ballot	0	1,895	0	0
Election Day	0	1,895	0	0
4th Supervisorial District - Total	1,328	1,895	67	0
5th Supervisorial District				
Vote by Mail	1,453	2,254	70	1
Mail Ballot	0	2,254	0	0
Election Day	0	2,254	0	0
5th Supervisorial District - Total	1,453	2,254	70	1
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
Supervisorial - Total	7,067	10,651	311	1
City				
City of Colusa				
Vote by Mail	2,263	3,218	109	1
Mail Ballot	0	3,218	0	0
Election Day	0	3,218	0	0
City of Colusa - Total	2,263	3,218	109	1
City of Williams				
Vote by Mail	1,009	2,160	60	0
Mail Ballot	0	2,160	0	0
Election Day	0	2,160	0	0
City of Williams - Total	1,009	2,160	60	0

District	Yes	No	Total Votes
Election Day	0	0	0
3rd Supervisorial District - Total	707	199	906
4th Supervisorial District			
Vote by Mail	1,000	261	1,261
Mail Ballot	0	0	0
Election Day	0	0	0
4th Supervisorial District - Total	1,000	261	1,261
5th Supervisorial District			
Vote by Mail	1,109	273	1,382
Mail Ballot	0	0	0
Election Day	0	0	0
5th Supervisorial District - Total	1,109	273	1,382
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
Supervisorial - Total	5,323	1,432	6,755
City			
City of Colusa			
Vote by Mail	1,687	466	2,153
Mail Ballot	0	0	0
Election Day	0	0	0
City of Colusa - Total	1,687	466	2,153
City of Williams			
Vote by Mail	708	241	949
Mail Ballot	0	0	0
Election Day	0	0	0
City of Williams - Total	708	241	949

District	Unresolved Write-In
Election Day	0
3rd Supervisorial District - Total	0
4th Supervisorial District	
Vote by Mail	0
Mail Ballot	0
Election Day	0
4th Supervisorial District - Total	0
5th Supervisorial District	
Vote by Mail	0
Mail Ballot	0
Election Day	0
5th Supervisorial District - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
Supervisorial - Total	0
City	
City of Colusa	
Vote by Mail	0
Mail Ballot	0
Election Day	0
City of Colusa - Total	0
City of Williams	
Vote by Mail	0
Mail Ballot	0
Election Day	0
City of Williams - Total	0

District	Times Cast	Registered Voters	Undervotes	Overvotes
Unincorporated				
Vote by Mail	3,795	5,273	142	0
Mail Ballot	0	5,273	0	0
Election Day	0	5,273	0	0
Unincorporated - Total	3,795	5,273	142	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
City - Total	7,067	10,651	311	1
UNINCORPORATED				
UNINCORPORATED				
Vote by Mail	3,795	5,273	142	0
Mail Ballot	0	5,273	0	0
Election Day	0	5,273	0	0
UNINCORPORATED - Total	3,795	5,273	142	0
Unincorporated				
Vote by Mail	3,272	5,378	169	1
Mail Ballot	0	5,378	0	0
Election Day	0	5,378	0	0
Unincorporated - Total	3,272	5,378	169	1
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
UNINCORPORATED - Total	7,067	10,651	311	1

District	Yes	No	Total Votes
Unincorporated			
Vote by Mail	2,928	725	3,653
Mail Ballot	0	0	0
Election Day	0	0	0
Unincorporated - Total	2,928	725	3,653
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
City - Total	5,323	1,432	6,755
UNINCORPORATED			
UNINCORPORATED			
Vote by Mail	2,928	725	3,653
Mail Ballot	0	0	0
Election Day	0	0	0
UNINCORPORATED - Total	2,928	725	3,653
Unincorporated			
Vote by Mail	2,395	707	3,102
Mail Ballot	0	0	0
Election Day	0	0	0
Unincorporated - Total	2,395	707	3,102
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
UNINCORPORATED - Total	5,323	1,432	6,755

District	Unresolved Write-In
Unincorporated	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Unincorporated - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
City - Total	0
UNINCORPORATED	
UNINCORPORATED	
Vote by Mail	0
Mail Ballot	0
Election Day	0
UNINCORPORATED - Total	0
Unincorporated	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Unincorporated - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
UNINCORPORATED - Total	0

Measure C (Vote for 1)

District	Times Cast	Registered Voters	Undervotes	Overvotes
Electionwide				
Electionwide				
Vote by Mail	2,907	4,116	148	0
Mail Ballot	0	4,116	0	0
Election Day	0	4,116	0	0
Electionwide - Total	2,907	4,116	148	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
Electionwide - Total	2,907	4,116	148	0
Board of Equalization				
Board of Equalization District 1				
Vote by Mail	2,907	4,116	148	0
Mail Ballot	0	4,116	0	0
Election Day	0	4,116	0	0
Board of Equalization District 1 - Total	2,907	4,116	148	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
Board of Equalization - Total	2,907	4,116	148	0
Congressional				
1st Congressional District				
Vote by Mail	2,907	4,116	148	0
Mail Ballot	0	4,116	0	0

District	Yes	No	Total Votes
Electionwide			
Electionwide			
Vote by Mail	1,673	1,086	2,759
Mail Ballot	0	0	0
Election Day	0	0	0
Electionwide - Total	1,673	1,086	2,759
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
Electionwide - Total	1,673	1,086	2,759
Board of Equalization			
Board of Equalization District 1			
Vote by Mail	1,673	1,086	2,759
Mail Ballot	0	0	0
Election Day	0	0	0
Board of Equalization District 1 - Total	1,673	1,086	2,759
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
Board of Equalization - Total	1,673	1,086	2,759
Congressional			
1st Congressional District			
Vote by Mail	1,673	1,086	2,759
Mail Ballot	0	0	0

Attachment: BOS SOV (10207 : Acknowledge Certified Election Results for the General Presidential

District	Unresolved Write-In
Electionwide	
Electionwide	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Electionwide - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
Electionwide - Total	0
Board of Equalization	
Board of Equalization District 1	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Board of Equalization District 1 - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
Board of Equalization - Total	0
Congressional	
1st Congressional District	
Vote by Mail	0
Mail Ballot	0

District	Times Cast	Registered Voters	Undervotes	Overvotes
Election Day	0	4,116	0	0
1st Congressional District - Total	2,907	4,116	148	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
Congressional - Total	2,907	4,116	148	0
State Assembly				
4th Assembly District				
Vote by Mail	2,907	4,116	148	0
Mail Ballot	0	4,116	0	0
Election Day	0	4,116	0	0
4th Assembly District - Total	2,907	4,116	148	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
State Assembly - Total	2,907	4,116	148	0
State Senate				
1st Senate District				
Vote by Mail	2,907	4,116	148	0
Mail Ballot	0	4,116	0	0
Election Day	0	4,116	0	0
1st Senate District - Total	2,907	4,116	148	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0

District	Yes	No	Total Votes
Election Day	0	0	0
1st Congressional District - Total	1,673	1,086	2,759
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
Congressional - Total	1,673	1,086	2,759
State Assembly			
4th Assembly District			
Vote by Mail	1,673	1,086	2,759
Mail Ballot	0	0	0
Election Day	0	0	0
4th Assembly District - Total	1,673	1,086	2,759
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
State Assembly - Total	1,673	1,086	2,759
State Senate			
1st Senate District			
Vote by Mail	1,673	1,086	2,759
Mail Ballot	0	0	0
Election Day	0	0	0
1st Senate District - Total	1,673	1,086	2,759
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0

District	Unresolved Write-In
Election Day	0
1st Congressional District - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
Congressional - Total	0
State Assembly	
4th Assembly District	
Vote by Mail	0
Mail Ballot	0
Election Day	0
4th Assembly District - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
State Assembly - Total	0
State Senate	
1st Senate District	
Vote by Mail	0
Mail Ballot	0
Election Day	0
1st Senate District - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0

District	Times Cast	Registered Voters	Undervotes	Overvotes
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
State Senate - Total	2,907	4,116	148	0
County				
Colusa County				
Vote by Mail	2,907	4,116	148	0
Mail Ballot	0	4,116	0	0
Election Day	0	4,116	0	0
Colusa County - Total	2,907	4,116	148	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
County - Total	2,907	4,116	148	0
Supervisorial				
2nd Supervisorial District				
Vote by Mail	1,513	2,062	63	0
Mail Ballot	0	2,062	0	0
Election Day	0	2,062	0	0
2nd Supervisorial District - Total	1,513	2,062	63	0
4th Supervisorial District				
Vote by Mail	3	1	0	0
Mail Ballot	0	1	0	0
Election Day	0	1	0	0
4th Supervisorial District - Total	3	1	0	0
5th Supervisorial District				
Vote by Mail	1,391	2,053	85	0
Mail Ballot	0	2,053	0	0

District	Yes	No	Total Votes
Election Day	0	0	0
Cumulative - Total	0	0	0
State Senate - Total	1,673	1,086	2,759
County			
Colusa County			
Vote by Mail	1,673	1,086	2,759
Mail Ballot	0	0	0
Election Day	0	0	0
Colusa County - Total	1,673	1,086	2,759
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
County - Total	1,673	1,086	2,759
Supervisorial			
2nd Supervisorial District			
Vote by Mail	882	568	1,450
Mail Ballot	0	0	0
Election Day	0	0	0
2nd Supervisorial District - Total	882	568	1,450
4th Supervisorial District			
Vote by Mail	1	2	3
Mail Ballot	0	0	0
Election Day	0	0	0
4th Supervisorial District - Total	1	2	3
5th Supervisorial District			
Vote by Mail	790	516	1,306
Mail Ballot	0	0	0

District	Unresolved Write-In
Election Day	0
Cumulative - Total	0
State Senate - Total	0
County	
Colusa County	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Colusa County - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
County - Total	0
Supervisorial	
2nd Supervisorial District	
Vote by Mail	0
Mail Ballot	0
Election Day	0
2nd Supervisorial District - Total	0
4th Supervisorial District	
Vote by Mail	0
Mail Ballot	0
Election Day	0
4th Supervisorial District - Total	0
5th Supervisorial District	
Vote by Mail	0
Mail Ballot	0

District	Times Cast	Registered Voters	Undervotes	Overvotes
Election Day	0	2,053	0	0
5th Supervisorial District - Total	1,391	2,053	85	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
Supervisorial - Total	2,907	4,116	148	0
City				
City of Colusa				
Vote by Mail	2,263	3,218	123	0
Mail Ballot	0	3,218	0	0
Election Day	0	3,218	0	0
City of Colusa - Total	2,263	3,218	123	0
Unincorporated				
Vote by Mail	644	898	25	0
Mail Ballot	0	898	0	0
Election Day	0	898	0	0
Unincorporated - Total	644	898	25	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
City - Total	2,907	4,116	148	0
UNINCORPORATED				
UNINCORPORATED				
Vote by Mail	644	898	25	0
Mail Ballot	0	898	0	0

District	Yes	No	Total Votes
Election Day	0	0	0
5th Supervisorial District - Total	790	516	1,306
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
Supervisorial - Total	1,673	1,086	2,759
City			
City of Colusa			
Vote by Mail	1,336	804	2,140
Mail Ballot	0	0	0
Election Day	0	0	0
City of Colusa - Total	1,336	804	2,140
Unincorporated			
Vote by Mail	337	282	619
Mail Ballot	0	0	0
Election Day	0	0	0
Unincorporated - Total	337	282	619
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
City - Total	1,673	1,086	2,759
UNINCORPORATED			
UNINCORPORATED			
Vote by Mail	337	282	619
Mail Ballot	0	0	0
Election Day	0	0	0

District	Unresolved Write-In
Election Day	0
5th Supervisorial District - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
Supervisorial - Total	0
City	
City of Colusa	
Vote by Mail	0
Mail Ballot	0
Election Day	0
City of Colusa - Total	0
Unincorporated	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Unincorporated - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
City - Total	0
UNINCORPORATED	
UNINCORPORATED	
Vote by Mail	0
Mail Ballot	0
Election Day	0

District	Times Cast	Registered Voters	Undervotes	Overvotes
Election Day	0	898	0	0
UNINCORPORATED - Total	644	898	25	0
Unincorporated				
Vote by Mail	2,263	3,218	123	0
Mail Ballot	0	3,218	0	0
Election Day	0	3,218	0	0
Unincorporated - Total	2,263	3,218	123	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
UNINCORPORATED - Total	2,907	4,116	148	0

District	Yes	No	Total Votes
UNINCORPORATED - Total	337	282	619
Unincorporated			
Vote by Mail	1,336	804	2,140
Mail Ballot	0	0	0
Election Day	0	0	0
Unincorporated - Total	1,336	804	2,140
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
UNINCORPORATED - Total	1,673	1,086	2,759

District	Unresolved Write-In
UNINCORPORATED - Total	0
Unincorporated	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Unincorporated - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
UNINCORPORATED - Total	0

Measure A (Vote for 1)

District	Times Cast	Registered Voters	Undervotes	Overvotes
Electionwide				
Electionwide				
Vote by Mail	730	932	36	0
Mail Ballot	0	932	0	0
Election Day	0	932	0	0
Electionwide - Total	730	932	36	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
Electionwide - Total	730	932	36	0
Board of Equalization				
Board of Equalization District 1				
Vote by Mail	730	932	36	0
Mail Ballot	0	932	0	0
Election Day	0	932	0	0
Board of Equalization District 1 - Total	730	932	36	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
Board of Equalization - Total	730	932	36	0
Congressional				
1st Congressional District				
Vote by Mail	730	932	36	0
Mail Ballot	0	932	0	0

District	Yes	No	Total Votes
Electionwide			
Electionwide			
Vote by Mail	418	276	694
Mail Ballot	0	0	0
Election Day	0	0	0
Electionwide - Total	418	276	694
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
Electionwide - Total	418	276	694
Board of Equalization			
Board of Equalization District 1			
Vote by Mail	418	276	694
Mail Ballot	0	0	0
Election Day	0	0	0
Board of Equalization District 1 - Total	418	276	694
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
Board of Equalization - Total	418	276	694
Congressional			
1st Congressional District			
Vote by Mail	418	276	694
Mail Ballot	0	0	0

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District	Unresolved Write-In
Electionwide	
Electionwide	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Electionwide - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
Electionwide - Total	0
Board of Equalization	
Board of Equalization District 1	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Board of Equalization District 1 - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
Board of Equalization - Total	0
Congressional	
1st Congressional District	
Vote by Mail	0
Mail Ballot	0

District	Times Cast	Registered Voters	Undervotes	Overvotes
Election Day	0	932	0	0
1st Congressional District - Total	730	932	36	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
Congressional - Total	730	932	36	0
State Assembly				
4th Assembly District				
Vote by Mail	730	932	36	0
Mail Ballot	0	932	0	0
Election Day	0	932	0	0
4th Assembly District - Total	730	932	36	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
State Assembly - Total	730	932	36	0
State Senate				
1st Senate District				
Vote by Mail	730	932	36	0
Mail Ballot	0	932	0	0
Election Day	0	932	0	0
1st Senate District - Total	730	932	36	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0

District	Yes	No	Total Votes
Election Day	0	0	0
1st Congressional District - Total	418	276	694
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
Congressional - Total	418	276	694
State Assembly			
4th Assembly District			
Vote by Mail	418	276	694
Mail Ballot	0	0	0
Election Day	0	0	0
4th Assembly District - Total	418	276	694
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
State Assembly - Total	418	276	694
State Senate			
1st Senate District			
Vote by Mail	418	276	694
Mail Ballot	0	0	0
Election Day	0	0	0
1st Senate District - Total	418	276	694
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0

District	Unresolved Write-In
Election Day	0
1st Congressional District - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
Congressional - Total	0
State Assembly	
4th Assembly District	
Vote by Mail	0
Mail Ballot	0
Election Day	0
4th Assembly District - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
State Assembly - Total	0
State Senate	
1st Senate District	
Vote by Mail	0
Mail Ballot	0
Election Day	0
1st Senate District - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0

District	Times Cast	Registered Voters	Undervotes	Overvotes
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
State Senate - Total	730	932	36	0
County				
Colusa County				
Vote by Mail	730	932	36	0
Mail Ballot	0	932	0	0
Election Day	0	932	0	0
Colusa County - Total	730	932	36	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
County - Total	730	932	36	0
Supervisorial				
4th Supervisorial District				
Vote by Mail	730	932	36	0
Mail Ballot	0	932	0	0
Election Day	0	932	0	0
4th Supervisorial District - Total	730	932	36	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
Supervisorial - Total	730	932	36	0
City				
Unincorporated				
Vote by Mail	730	932	36	0

District	Yes	No	Total Votes
Election Day	0	0	0
Cumulative - Total	0	0	0
State Senate - Total	418	276	694
County			
Colusa County			
Vote by Mail	418	276	694
Mail Ballot	0	0	0
Election Day	0	0	0
Colusa County - Total	418	276	694
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
County - Total	418	276	694
Supervisorial			
4th Supervisorial District			
Vote by Mail	418	276	694
Mail Ballot	0	0	0
Election Day	0	0	0
4th Supervisorial District - Total	418	276	694
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
Supervisorial - Total	418	276	694
City			
Unincorporated			
Vote by Mail	418	276	694

District	Unresolved Write-In
Election Day	0
Cumulative - Total	0
State Senate - Total	0
County	
Colusa County	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Colusa County - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
County - Total	0
Supervisorial	
4th Supervisorial District	
Vote by Mail	0
Mail Ballot	0
Election Day	0
4th Supervisorial District - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
Supervisorial - Total	0
City	
Unincorporated	
Vote by Mail	0

District	Times Cast	Registered Voters	Undervotes	Overvotes
Mail Ballot	0	932	0	0
Election Day	0	932	0	0
Unincorporated - Total	730	932	36	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
City - Total	730	932	36	0
UNINCORPORATED				
UNINCORPORATED				
Vote by Mail	730	932	36	0
Mail Ballot	0	932	0	0
Election Day	0	932	0	0
UNINCORPORATED - Total	730	932	36	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
UNINCORPORATED - Total	730	932	36	0

District	Yes	No	Total Votes
Mail Ballot	0	0	0
Election Day	0	0	0
Unincorporated - Total	418	276	694
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
City - Total	418	276	694
UNINCORPORATED			
UNINCORPORATED			
Vote by Mail	418	276	694
Mail Ballot	0	0	0
Election Day	0	0	0
UNINCORPORATED - Total	418	276	694
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
UNINCORPORATED - Total	418	276	694

District	Unresolved Write-In
Mail Ballot	0
Election Day	0
Unincorporated - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
City - Total	0
UNINCORPORATED	
UNINCORPORATED	
Vote by Mail	0
Mail Ballot	0
Election Day	0
UNINCORPORATED - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
UNINCORPORATED - Total	0

Measure B (Vote for 1)

District	Times Cast	Registered Voters	Undervotes	Overvotes
Electionwide				
Electionwide				
Vote by Mail	1,332	2,582	64	0
Mail Ballot	0	2,582	0	0
Election Day	0	2,582	0	0
Electionwide - Total	1,332	2,582	64	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
Electionwide - Total	1,332	2,582	64	0
Board of Equalization				
Board of Equalization District 1				
Vote by Mail	1,332	2,582	64	0
Mail Ballot	0	2,582	0	0
Election Day	0	2,582	0	0
Board of Equalization District 1 - Total	1,332	2,582	64	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
Board of Equalization - Total	1,332	2,582	64	0
Congressional				
1st Congressional District				
Vote by Mail	1,332	2,582	64	0
Mail Ballot	0	2,582	0	0

District	Yes	No	Total Votes
Electionwide			
Electionwide			
Vote by Mail	743	525	1,268
Mail Ballot	0	0	0
Election Day	0	0	0
Electionwide - Total	743	525	1,268
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
Electionwide - Total	743	525	1,268
Board of Equalization			
Board of Equalization District 1			
Vote by Mail	743	525	1,268
Mail Ballot	0	0	0
Election Day	0	0	0
Board of Equalization District 1 - Total	743	525	1,268
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
Board of Equalization - Total	743	525	1,268
Congressional			
1st Congressional District			
Vote by Mail	743	525	1,268
Mail Ballot	0	0	0

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District	Unresolved Write-In
Electionwide	
Electionwide	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Electionwide - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
Electionwide - Total	0
Board of Equalization	
Board of Equalization District 1	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Board of Equalization District 1 - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
Board of Equalization - Total	0
Congressional	
1st Congressional District	
Vote by Mail	0
Mail Ballot	0

District	Times Cast	Registered Voters	Undervotes	Overvotes
Election Day	0	2,582	0	0
1st Congressional District - Total	1,332	2,582	64	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
Congressional - Total	1,332	2,582	64	0
State Assembly				
4th Assembly District				
Vote by Mail	1,332	2,582	64	0
Mail Ballot	0	2,582	0	0
Election Day	0	2,582	0	0
4th Assembly District - Total	1,332	2,582	64	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
State Assembly - Total	1,332	2,582	64	0
State Senate				
1st Senate District				
Vote by Mail	1,332	2,582	64	0
Mail Ballot	0	2,582	0	0
Election Day	0	2,582	0	0
1st Senate District - Total	1,332	2,582	64	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0

District	Yes	No	Total Votes
Election Day	0	0	0
1st Congressional District - Total	743	525	1,268
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
Congressional - Total	743	525	1,268
State Assembly			
4th Assembly District			
Vote by Mail	743	525	1,268
Mail Ballot	0	0	0
Election Day	0	0	0
4th Assembly District - Total	743	525	1,268
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
State Assembly - Total	743	525	1,268
State Senate			
1st Senate District			
Vote by Mail	743	525	1,268
Mail Ballot	0	0	0
Election Day	0	0	0
1st Senate District - Total	743	525	1,268
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0

District	Unresolved Write-In
Election Day	0
1st Congressional District - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
Congressional - Total	0
State Assembly	
4th Assembly District	
Vote by Mail	0
Mail Ballot	0
Election Day	0
4th Assembly District - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
State Assembly - Total	0
State Senate	
1st Senate District	
Vote by Mail	0
Mail Ballot	0
Election Day	0
1st Senate District - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0

District	Times Cast	Registered Voters	Undervotes	Overvotes
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
State Senate - Total	1,332	2,582	64	0
County				
Colusa County				
Vote by Mail	1,332	2,582	64	0
Mail Ballot	0	2,582	0	0
Election Day	0	2,582	0	0
Colusa County - Total	1,332	2,582	64	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
County - Total	1,332	2,582	64	0
Supervisory				
3rd Supervisory District				
Vote by Mail	868	1,769	38	0
Mail Ballot	0	1,769	0	0
Election Day	0	1,769	0	0
3rd Supervisory District - Total	868	1,769	38	0
4th Supervisory District				
Vote by Mail	464	813	26	0
Mail Ballot	0	813	0	0
Election Day	0	813	0	0
4th Supervisory District - Total	464	813	26	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0

District	Yes	No	Total Votes
Election Day	0	0	0
Cumulative - Total	0	0	0
State Senate - Total	743	525	1,268
County			
Colusa County			
Vote by Mail	743	525	1,268
Mail Ballot	0	0	0
Election Day	0	0	0
Colusa County - Total	743	525	1,268
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
County - Total	743	525	1,268
Supervisory			
3rd Supervisory District			
Vote by Mail	516	314	830
Mail Ballot	0	0	0
Election Day	0	0	0
3rd Supervisory District - Total	516	314	830
4th Supervisory District			
Vote by Mail	227	211	438
Mail Ballot	0	0	0
Election Day	0	0	0
4th Supervisory District - Total	227	211	438
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0

District	Unresolved Write-In
Election Day	0
Cumulative - Total	0
State Senate - Total	0
County	
Colusa County	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Colusa County - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
County - Total	0
Supervisorial	
3rd Supervisorial District	
Vote by Mail	0
Mail Ballot	0
Election Day	0
3rd Supervisorial District - Total	0
4th Supervisorial District	
Vote by Mail	0
Mail Ballot	0
Election Day	0
4th Supervisorial District - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0

District	Times Cast	Registered Voters	Undervotes	Overvotes
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
Supervisorial - Total	1,332	2,582	64	0
City				
City of Williams				
Vote by Mail	1,009	2,160	46	0
Mail Ballot	0	2,160	0	0
Election Day	0	2,160	0	0
City of Williams - Total	1,009	2,160	46	0
Unincorporated				
Vote by Mail	323	422	18	0
Mail Ballot	0	422	0	0
Election Day	0	422	0	0
Unincorporated - Total	323	422	18	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
City - Total	1,332	2,582	64	0
UNINCORPORATED				
UNINCORPORATED				
Vote by Mail	323	422	18	0
Mail Ballot	0	422	0	0
Election Day	0	422	0	0
UNINCORPORATED - Total	323	422	18	0
Unincorporated				
Vote by Mail	1,009	2,160	46	0
Mail Ballot	0	2,160	0	0
Election Day	0	2,160	0	0
Unincorporated - Total	1,009	2,160	46	0

District	Yes	No	Total Votes
Election Day	0	0	0
Cumulative - Total	0	0	0
Supervisorial - Total	743	525	1,268
City			
City of Williams			
Vote by Mail	610	353	963
Mail Ballot	0	0	0
Election Day	0	0	0
City of Williams - Total	610	353	963
Unincorporated			
Vote by Mail	133	172	305
Mail Ballot	0	0	0
Election Day	0	0	0
Unincorporated - Total	133	172	305
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
City - Total	743	525	1,268
UNINCORPORATED			
UNINCORPORATED			
Vote by Mail	133	172	305
Mail Ballot	0	0	0
Election Day	0	0	0
UNINCORPORATED - Total	133	172	305
Unincorporated			
Vote by Mail	610	353	963
Mail Ballot	0	0	0
Election Day	0	0	0
Unincorporated - Total	610	353	963

District	Unresolved Write-In
Election Day	0
Cumulative - Total	0
Supervisory - Total	0
City	
City of Williams	
Vote by Mail	0
Mail Ballot	0
Election Day	0
City of Williams - Total	0
Unincorporated	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Unincorporated - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
City - Total	0
UNINCORPORATED	
UNINCORPORATED	
Vote by Mail	0
Mail Ballot	0
Election Day	0
UNINCORPORATED - Total	0
Unincorporated	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Unincorporated - Total	0

District	Times Cast	Registered Voters	Undervotes	Overvotes
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
UNINCORPORATED - Total	1,332	2,582	64	0

District	Yes	No	Total Votes
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
UNINCORPORATED - Total	743	525	1,268

District	Unresolved Write-In
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
UNINCORPORATED - Total	0

Measure W (Vote for 1)

District	Times Cast	Registered Voters	Undervotes	Overvotes
Electionwide				
Electionwide				
Vote by Mail	1,009	2,160	42	0
Mail Ballot	0	2,160	0	0
Election Day	0	2,160	0	0
Electionwide - Total	1,009	2,160	42	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
Electionwide - Total	1,009	2,160	42	0
Board of Equalization				
Board of Equalization District 1				
Vote by Mail	1,009	2,160	42	0
Mail Ballot	0	2,160	0	0
Election Day	0	2,160	0	0
Board of Equalization District 1 - Total	1,009	2,160	42	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
Board of Equalization - Total	1,009	2,160	42	0
Congressional				
1st Congressional District				
Vote by Mail	1,009	2,160	42	0
Mail Ballot	0	2,160	0	0

District	Yes	No	Total Votes
Electionwide			
Electionwide			
Vote by Mail	491	476	967
Mail Ballot	0	0	0
Election Day	0	0	0
Electionwide - Total	491	476	967
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
Electionwide - Total	491	476	967
Board of Equalization			
Board of Equalization District 1			
Vote by Mail	491	476	967
Mail Ballot	0	0	0
Election Day	0	0	0
Board of Equalization District 1 - Total	491	476	967
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
Board of Equalization - Total	491	476	967
Congressional			
1st Congressional District			
Vote by Mail	491	476	967
Mail Ballot	0	0	0

Attachment: BOS SOV (10207 : Acknowledge Certified Election Results for the General Presidential

District	Unresolved Write-In
Electionwide	
Electionwide	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Electionwide - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
Electionwide - Total	0
Board of Equalization	
Board of Equalization District 1	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Board of Equalization District 1 - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
Board of Equalization - Total	0
Congressional	
1st Congressional District	
Vote by Mail	0
Mail Ballot	0

District	Times Cast	Registered Voters	Undervotes	Overvotes
Election Day	0	2,160	0	0
1st Congressional District - Total	1,009	2,160	42	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
Congressional - Total	1,009	2,160	42	0
State Assembly				
4th Assembly District				
Vote by Mail	1,009	2,160	42	0
Mail Ballot	0	2,160	0	0
Election Day	0	2,160	0	0
4th Assembly District - Total	1,009	2,160	42	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
State Assembly - Total	1,009	2,160	42	0
State Senate				
1st Senate District				
Vote by Mail	1,009	2,160	42	0
Mail Ballot	0	2,160	0	0
Election Day	0	2,160	0	0
1st Senate District - Total	1,009	2,160	42	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0

District	Yes	No	Total Votes
Election Day	0	0	0
1st Congressional District - Total	491	476	967
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
Congressional - Total	491	476	967
State Assembly			
4th Assembly District			
Vote by Mail	491	476	967
Mail Ballot	0	0	0
Election Day	0	0	0
4th Assembly District - Total	491	476	967
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
State Assembly - Total	491	476	967
State Senate			
1st Senate District			
Vote by Mail	491	476	967
Mail Ballot	0	0	0
Election Day	0	0	0
1st Senate District - Total	491	476	967
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0

District	Unresolved Write-In
Election Day	0
1st Congressional District - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
Congressional - Total	0
State Assembly	
4th Assembly District	
Vote by Mail	0
Mail Ballot	0
Election Day	0
4th Assembly District - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
State Assembly - Total	0
State Senate	
1st Senate District	
Vote by Mail	0
Mail Ballot	0
Election Day	0
1st Senate District - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0

District	Times Cast	Registered Voters	Undervotes	Overvotes
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
State Senate - Total	1,009	2,160	42	0
County				
Colusa County				
Vote by Mail	1,009	2,160	42	0
Mail Ballot	0	2,160	0	0
Election Day	0	2,160	0	0
Colusa County - Total	1,009	2,160	42	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
County - Total	1,009	2,160	42	0
Supervisory				
3rd Supervisorial District				
Vote by Mail	719	1,569	32	0
Mail Ballot	0	1,569	0	0
Election Day	0	1,569	0	0
3rd Supervisorial District - Total	719	1,569	32	0
4th Supervisorial District				
Vote by Mail	290	591	10	0
Mail Ballot	0	591	0	0
Election Day	0	591	0	0
4th Supervisorial District - Total	290	591	10	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0

District	Yes	No	Total Votes
Election Day	0	0	0
Cumulative - Total	0	0	0
State Senate - Total	491	476	967
County			
Colusa County			
Vote by Mail	491	476	967
Mail Ballot	0	0	0
Election Day	0	0	0
Colusa County - Total	491	476	967
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
County - Total	491	476	967
Supervisory			
3rd Supervisorial District			
Vote by Mail	366	321	687
Mail Ballot	0	0	0
Election Day	0	0	0
3rd Supervisorial District - Total	366	321	687
4th Supervisorial District			
Vote by Mail	125	155	280
Mail Ballot	0	0	0
Election Day	0	0	0
4th Supervisorial District - Total	125	155	280
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0

District	Unresolved Write-In
Election Day	0
Cumulative - Total	0
State Senate - Total	0
County	
Colusa County	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Colusa County - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
County - Total	0
Supervisorial	
3rd Supervisorial District	
Vote by Mail	0
Mail Ballot	0
Election Day	0
3rd Supervisorial District - Total	0
4th Supervisorial District	
Vote by Mail	0
Mail Ballot	0
Election Day	0
4th Supervisorial District - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0

District	Times Cast	Registered Voters	Undervotes	Overvotes
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
Supervisorial - Total	1,009	2,160	42	0
City				
City of Williams				
Vote by Mail	1,009	2,160	42	0
Mail Ballot	0	2,160	0	0
Election Day	0	2,160	0	0
City of Williams - Total	1,009	2,160	42	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
City - Total	1,009	2,160	42	0
UNINCORPORATED				
Unincorporated				
Vote by Mail	1,009	2,160	42	0
Mail Ballot	0	2,160	0	0
Election Day	0	2,160	0	0
Unincorporated - Total	1,009	2,160	42	0
Cumulative				
Vote by Mail	0	0	0	0
Mail Ballot	0	0	0	0
Election Day	0	0	0	0
Cumulative - Total	0	0	0	0
UNINCORPORATED - Total	1,009	2,160	42	0

District	Yes	No	Total Votes
Election Day	0	0	0
Cumulative - Total	0	0	0
Supervisorial - Total	491	476	967
City			
City of Williams			
Vote by Mail	491	476	967
Mail Ballot	0	0	0
Election Day	0	0	0
City of Williams - Total	491	476	967
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
City - Total	491	476	967
UNINCORPORATED			
Unincorporated			
Vote by Mail	491	476	967
Mail Ballot	0	0	0
Election Day	0	0	0
Unincorporated - Total	491	476	967
Cumulative			
Vote by Mail	0	0	0
Mail Ballot	0	0	0
Election Day	0	0	0
Cumulative - Total	0	0	0
UNINCORPORATED - Total	491	476	967

District	Unresolved Write-In
Election Day	0
Cumulative - Total	0
Supervisory - Total	0
City	
City of Williams	
Vote by Mail	0
Mail Ballot	0
Election Day	0
City of Williams - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
City - Total	0
UNINCORPORATED	
Unincorporated	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Unincorporated - Total	0
Cumulative	
Vote by Mail	0
Mail Ballot	0
Election Day	0
Cumulative - Total	0
UNINCORPORATED - Total	0

Election Summary Report

General Election

Colusa

November 05, 2024

Summary for: All Contests, All Districts, All Tabulators, All Counting Groups

Colusa County Final Report

Elector Group	Counting Group	Voters Cast	Registered Voters	Turnout
Total	Vote by Mail	7,122		66.87%
	Mail Ballot	0		0.00%
	Election Day	0		0.00%
	Total	7,122	10,651	66.87%

Precincts Reported: 19 of 19 (100.00%)

Voters Cast: 7,122 of 10,651 (66.87%)

PRESIDENT AND VICE PRESIDENT (Vote for 1)

Precincts Reported: 19 of 19 (100.00%)

	Vote by Mail	Mail Ballot	Election Day	Total
Times Cast	7,122	0	0	7,122 / 10,651 66.87%
Undervotes	101	0	0	101
Overvotes	0	0	0	0

Candidate	Party	Vote by Mail	Mail Ballot	Election Day	Total
DONALD J. TRUMP / JD VANCE	REP	4,414	0	0	4,414
CLAUDIA DE LA CRUZ / KARINA GARCIA	PF	33	0	0	33
KAMALA D. HARRIS / TIM WALZ	DEM	2,431	0	0	2,431
ROBERT F. KENNEDY JR. / NICOLE SHANAHAN	AI	100	0	0	100
CHASE OLIVER / MIKE TER MAAT	LIB	22	0	0	22
JILL STEIN / RUDOLPH WARE	GRN	21	0	0	21
Write-in		0	0	0	0
Total Votes		7,021	0	0	7,021

UNITED STATES SENATOR (Vote for 1)

Precincts Reported: 19 of 19 (100.00%)

	Vote by Mail	Mail Ballot	Election Day	Total	
Times Cast	7,122	0	0	7,122 / 10,651	66.87%
Undervotes	215	0	0	215	
Overvotes	0	0	0	0	

Candidate	Party	Vote by Mail	Mail Ballot	Election Day	Total
STEVE GARVEY	REP	4,471	0	0	4,471
ADAM B. SCHIFF	DEM	2,436	0	0	2,436
Total Votes		6,907	0	0	6,907

UNITED STATES SENATOR PARTIAL/UNEXPIRED TERM (Vote for 1)

Precincts Reported: 19 of 19 (100.00%)

	Vote by Mail	Mail Ballot	Election Day	Total	
Times Cast	7,122	0	0	7,122 / 10,651	66.87%
Undervotes	437	0	0	437	
Overvotes	0	0	0	0	

Candidate	Party	Vote by Mail	Mail Ballot	Election Day	Total
STEVE GARVEY	REP	4,356	0	0	4,356
ADAM B. SCHIFF	DEM	2,329	0	0	2,329
Total Votes		6,685	0	0	6,685

US REP CONGRESS DIST1 (Vote for 1)

Precincts Reported: 19 of 19 (100.00%)

	Vote by Mail	Mail Ballot	Election Day	Total	
Times Cast	7,122	0	0	7,122 / 10,651	66.87%
Undervotes	499	0	0	499	
Overvotes	0	0	0	0	

Candidate	Party	Vote by Mail	Mail Ballot	Election Day	Total
DOUG LAMALFA	REP	4,528	0	0	4,528
ROSE PENELOPE YEE	DEM	2,095	0	0	2,095
Total Votes		6,623	0	0	6,623

STATE SENATOR DIST 1 (Vote for 1)

Precincts Reported: 19 of 19 (100.00%)

	Vote by Mail	Mail Ballot	Election Day	Total	
Times Cast	7,122	0	0	7,122 / 10,651	66.87%
Undervotes	933	0	0	933	
Overvotes	0	0	0	0	

Candidate	Party	Vote by Mail	Mail Ballot	Election Day	Total
DAVID FENNELL	REP	1,539	0	0	1,539
MEGAN DAHLE	REP	4,650	0	0	4,650
Total Votes		6,189	0	0	6,189

ASSEMBLY MEMBER DIST 4 (Vote for 1)

Precincts Reported: 19 of 19 (100.00%)

	Vote by Mail	Mail Ballot	Election Day	Total	
Times Cast	7,122	0	0	7,122 / 10,651	66.87%
Undervotes	320	0	0	320	
Overvotes	0	0	0	0	

Candidate	Party	Vote by Mail	Mail Ballot	Election Day	Total
CECILIA M. AGUIAR-CURRY	DEM	2,858	0	0	2,858
DARREN T. ELLIS	REP	3,944	0	0	3,944
Total Votes		6,802	0	0	6,802

YUBA CCD TRA# 6 (Vote for 1)

Precincts Reported: 9 of 9 (100.00%)

	Vote by Mail	Mail Ballot	Election Day	Total	
Times Cast	3,483	0	0	3,483 / 5,215	66.79%
Undervotes	454	0	0	454	
Overvotes	0	0	0	0	

Candidate	Party	Vote by Mail	Mail Ballot	Election Day	Total
JOSE L. GARCIA		1,772	0	0	1,772
DEBORAH BAUTISTA ZAVALA		1,257	0	0	1,257
Write-in		0	0	0	0
Total Votes		3,029	0	0	3,029

YUBA CCD TRA# 7 (Vote for 1)

Precincts Reported: 13 of 13 (100.00%)

	Vote by Mail	Mail Ballot	Election Day	Total	
Times Cast	3,639	0	0	3,639 / 5,436	66.94%
Undervotes	925	0	0	925	
Overvotes	0	0	0	0	

Candidate	Party	Vote by Mail	Mail Ballot	Election Day	Total
JEFFREY LEE DRYDEN		1,415	0	0	1,415
DOUGLAS M. HARRIS		1,299	0	0	1,299
Write-in		0	0	0	0
Total Votes		2,714	0	0	2,714

COLUSA USD (Vote for 3)

Precincts Reported: 8 of 8 (100.00%)

		Vote by Mail	Mail Ballot	Election Day	Total	
Times Cast		2,683	0	0	2,683 / 4,116	65.18%
Undervotes		2,500	0	0	2,500	
Overvotes		0	0	0	0	
Candidate	Party	Vote by Mail	Mail Ballot	Election Day	Total	
KELLI GRIFFITH-GARCIA		1,289	0	0	1,289	
LAURA CERVANTES		1,251	0	0	1,251	
MELISSA YERXA ORTIZ		1,304	0	0	1,304	
ERIN E. STEIDL-MAYER		1,705	0	0	1,705	
Write-in		0	0	0	0	
Write-in		0	0	0	0	
Write-in		0	0	0	0	
Total Votes		5,549	0	0	5,549	

STONY CREEK JUSD, TRA 4 (Vote for 1)

Precincts Reported: 1 of 1 (100.00%)

		Vote by Mail	Mail Ballot	Election Day	Total	
Times Cast		82	0	0	82 / 100	82.00%
Undervotes		2	0	0	2	
Overvotes		0	0	0	0	
Candidate	Party	Vote by Mail	Mail Ballot	Election Day	Total	
MELISSA DAVIS		35	0	0	35	
DIANA CORKILL		45	0	0	45	
Write-in		0	0	0	0	
Total Votes		80	0	0	80	

Stony Creek Joint Unified TRA 5 2 year term (Vote for 1)

Precincts Reported: 1 of 1 (100.00%)

		Vote by Mail	Mail Ballot	Election Day	Total	
Times Cast		21	0	0	21 / 21	100.00%
Undervotes		8	0	0	8	
Overvotes		0	0	0	0	
Candidate	Party	Vote by Mail	Mail Ballot	Election Day	Total	
KRYSTAL CRAVEN		9	0	0	9	
KENNETH A. SWEARINGER JR.		4	0	0	4	
Write-in		0	0	0	0	
Total Votes		13	0	0	13	

COLUSA CITY COUNCIL MEMBER (Vote for 3)

Precincts Reported: 4 of 4 (100.00%)

	Vote by Mail	Mail Ballot	Election Day	Total	
Times Cast	2,274	0	0	2,274 / 3,218	70.67%
Undervotes	3,081	0	0	3,081	
Overvotes	0	0	0	0	

Candidate	Party	Vote by Mail	Mail Ballot	Election Day	Total
GREG PONCIANO		1,291	0	0	1,291
DENISE CONRADO		1,256	0	0	1,256
DANIEL VACA		1,194	0	0	1,194
Write-in		0	0	0	0
Write-in		0	0	0	0
Write-in		0	0	0	0
Total Votes		3,741	0	0	3,741

COLUSA CITY COUNCIL MEMBER - 2 YEAR (Vote for 1)

Precincts Reported: 4 of 4 (100.00%)

	Vote by Mail	Mail Ballot	Election Day	Total	
Times Cast	2,274	0	0	2,274 / 3,218	70.67%
Undervotes	269	0	0	269	
Overvotes	0	0	0	0	

Candidate	Party	Vote by Mail	Mail Ballot	Election Day	Total
DAVE B. MARKSS		1,280	0	0	1,280
MARGARET "MAGGIE" ROA		725	0	0	725
Write-in		0	0	0	0
Total Votes		2,005	0	0	2,005

COLUSA CITY CLERK (Vote for 1)

Precincts Reported: 4 of 4 (100.00%)

	Vote by Mail	Mail Ballot	Election Day	Total	
Times Cast	2,274	0	0	2,274 / 3,218	70.67%
Undervotes	403	0	0	403	
Overvotes	0	0	0	0	

Candidate	Party	Vote by Mail	Mail Ballot	Election Day	Total
HELLY KITTLE		1,871	0	0	1,871
Write-in		0	0	0	0
Total Votes		1,871	0	0	1,871

COLUSA CITY TREASURER (Vote for 1)

Precincts Reported: 4 of 4 (100.00%)

	Vote by Mail	Mail Ballot	Election Day	Total	
Times Cast	2,274	0	0	2,274 / 3,218	70.67%
Undervotes	256	0	0	256	
Overvotes	0	0	0	0	
Candidate	Party	Vote by Mail	Mail Ballot	Election Day	Total
ASHLEY MOBLEY		914	0	0	914
DEVIN KELLEY		1,104	0	0	1,104
Write-in		0	0	0	0
Total Votes		2,018	0	0	2,018

WILLIAMS CITY COUNCIL MEMBER (Vote for 2)

Precincts Reported: 3 of 3 (100.00%)

	Vote by Mail	Mail Ballot	Election Day	Total	
Times Cast	1,184	0	0	1,184 / 2,160	54.81%
Undervotes	1,112	0	0	1,112	
Overvotes	0	0	0	0	
Candidate	Party	Vote by Mail	Mail Ballot	Election Day	Total
JOHN J. TROUGHTON JR.		706	0	0	706
DON PARSONS		550	0	0	550
Write-in		0	0	0	0
Write-in		0	0	0	0
Total Votes		1,256	0	0	1,256

WILLIAMS CITY CLERK (Vote for 1)

Precincts Reported: 3 of 3 (100.00%)

	Vote by Mail	Mail Ballot	Election Day	Total	
Times Cast	1,184	0	0	1,184 / 2,160	54.81%
Undervotes	254	0	0	254	
Overvotes	0	0	0	0	
Candidate	Party	Vote by Mail	Mail Ballot	Election Day	Total
MARIANA PINEDA		930	0	0	930
Write-in		0	0	0	0
Total Votes		930	0	0	930

Proposition 2 (Vote for 1)

Precincts Reported: 19 of 19 (100.00%)

	Vote by Mail	Mail Ballot	Election Day	Total	
Times Cast	7,122	0	0	7,122 / 10,651	66.87%
Undervotes	391	0	0	391	
Overvotes	0	0	0	0	

Candidate	Party	Vote by Mail	Mail Ballot	Election Day	Total
Yes		3,393	0	0	3,393
No		3,338	0	0	3,338
Total Votes		6,731	0	0	6,731

Proposition 3 (Vote for 1)

Precincts Reported: 19 of 19 (100.00%)

	Vote by Mail	Mail Ballot	Election Day	Total	
Times Cast	7,122	0	0	7,122 / 10,651	66.87%
Undervotes	495	0	0	495	
Overvotes	0	0	0	0	

Candidate	Party	Vote by Mail	Mail Ballot	Election Day	Total
Yes		2,841	0	0	2,841
No		3,786	0	0	3,786
Total Votes		6,627	0	0	6,627

Proposition 4 (Vote for 1)

Precincts Reported: 19 of 19 (100.00%)

	Vote by Mail	Mail Ballot	Election Day	Total	
Times Cast	7,122	0	0	7,122 / 10,651	66.87%
Undervotes	391	0	0	391	
Overvotes	0	0	0	0	

Candidate	Party	Vote by Mail	Mail Ballot	Election Day	Total
Yes		2,778	0	0	2,778
No		3,953	0	0	3,953
Total Votes		6,731	0	0	6,731

Proposition 5 (Vote for 1)

Precincts Reported: 19 of 19 (100.00%)

	Vote by Mail	Mail Ballot	Election Day	Total	
Times Cast	7,122	0	0	7,122 / 10,651	66.87%
Undervotes	405	0	0	405	
Overvotes	0	0	0	0	

Candidate	Party	Vote by Mail	Mail Ballot	Election Day	Total
Yes		1,905	0	0	1,905
No		4,812	0	0	4,812
Total Votes		6,717	0	0	6,717

Proposition 6 (Vote for 1)

Precincts Reported: 19 of 19 (100.00%)

	Vote by Mail	Mail Ballot	Election Day	Total	
Times Cast	7,122	0	0	7,122 / 10,651	66.87%
Undervotes	468	0	0	468	
Overvotes	0	0	0	0	
Candidate	Party	Vote by Mail	Mail Ballot	Election Day	Total
Yes		1,759	0	0	1,759
No		4,895	0	0	4,895
Total Votes		6,654	0	0	6,654

Proposition 32 (Vote for 1)

Precincts Reported: 19 of 19 (100.00%)

	Vote by Mail	Mail Ballot	Election Day	Total	
Times Cast	7,111	0	0	7,111 / 10,651	66.76%
Undervotes	356	0	0	356	
Overvotes	0	0	0	0	
Candidate	Party	Vote by Mail	Mail Ballot	Election Day	Total
Yes		2,181	0	0	2,181
No		4,574	0	0	4,574
Total Votes		6,755	0	0	6,755

Proposition 33 (Vote for 1)

Precincts Reported: 19 of 19 (100.00%)

	Vote by Mail	Mail Ballot	Election Day	Total	
Times Cast	7,067	0	0	7,067 / 10,651	66.35%
Undervotes	303	0	0	303	
Overvotes	0	0	0	0	
Candidate	Party	Vote by Mail	Mail Ballot	Election Day	Total
Yes		1,841	0	0	1,841
No		4,923	0	0	4,923
Total Votes		6,764	0	0	6,764

Proposition 34 (Vote for 1)

Precincts Reported: 19 of 19 (100.00%)

	Vote by Mail	Mail Ballot	Election Day	Total	
Times Cast	7,067	0	0	7,067 / 10,651	66.35%
Undervotes	486	0	0	486	
Overvotes	2	0	0	2	
Candidate	Party	Vote by Mail	Mail Ballot	Election Day	Total
Yes		3,607	0	0	3,607
No		2,972	0	0	2,972
Total Votes		6,579	0	0	6,579

Proposition 35 (Vote for 1)

Precincts Reported: 19 of 19 (100.00%)

	Vote by Mail	Mail Ballot	Election Day	Total	
Times Cast	7,067	0	0	7,067 / 10,651	66.35%
Undervotes	371	0	0	371	
Overvotes	1	0	0	1	

Candidate	Party	Vote by Mail	Mail Ballot	Election Day	Total
Yes		4,282	0	0	4,282
No		2,413	0	0	2,413
Total Votes		6,695	0	0	6,695

Proposition 36 (Vote for 1)

Precincts Reported: 19 of 19 (100.00%)

	Vote by Mail	Mail Ballot	Election Day	Total	
Times Cast	7,067	0	0	7,067 / 10,651	66.35%
Undervotes	311	0	0	311	
Overvotes	1	0	0	1	

Candidate	Party	Vote by Mail	Mail Ballot	Election Day	Total
Yes		5,323	0	0	5,323
No		1,432	0	0	1,432
Total Votes		6,755	0	0	6,755

Measure C (Vote for 1)

Precincts Reported: 8 of 8 (100.00%)

	Vote by Mail	Mail Ballot	Election Day	Total	
Times Cast	2,907	0	0	2,907 / 4,116	70.63%
Undervotes	148	0	0	148	
Overvotes	0	0	0	0	

Candidate	Party	Vote by Mail	Mail Ballot	Election Day	Total
Yes		1,673	0	0	1,673
No		1,086	0	0	1,086
Total Votes		2,759	0	0	2,759

Measure A (Vote for 1)

Precincts Reported: 2 of 2 (100.00%)

	Vote by Mail	Mail Ballot	Election Day	Total	
Times Cast	730	0	0	730 / 932	78.33%
Undervotes	36	0	0	36	
Overvotes	0	0	0	0	

Candidate	Party	Vote by Mail	Mail Ballot	Election Day	Total
Yes		418	0	0	418
No		276	0	0	276
Total Votes		694	0	0	694

Measure B (Vote for 1)

Precincts Reported: 7 of 7 (100.00%)

	Vote by Mail	Mail Ballot	Election Day	Total	
Times Cast	1,332	0	0	1,332 / 2,582	51.59%
Undervotes	64	0	0	64	
Overvotes	0	0	0	0	
Candidate	Party	Vote by Mail	Mail Ballot	Election Day	Total
Yes		743	0	0	743
No		525	0	0	525
Total Votes		1,268	0	0	1,268

Measure W (Vote for 1)

Precincts Reported: 3 of 3 (100.00%)

	Vote by Mail	Mail Ballot	Election Day	Total	
Times Cast	1,009	0	0	1,009 / 2,160	46.71%
Undervotes	42	0	0	42	
Overvotes	0	0	0	0	
Candidate	Party	Vote by Mail	Mail Ballot	Election Day	Total
Yes		491	0	0	491
No		476	0	0	476
Total Votes		967	0	0	967



Request For County Board of Supervisors Action

MEETING DATE: December 17, 2024

DEPARTMENT: County Administrative Office

FROM: Wendy Tyler

SUBJECT: Ratify Agreement with Municipal Resource Group for
Personnel Investigative Services

Ratify Agreement with Municipal Resource Group for Personnel Investigative Services

Detailed Description/Background of request

Recently County staff were made aware of allegations concerning policy violations in the workplace. The allegations warranted an investigation that exceeded the capacity of the available staff in the Human Resources Department. After consultation with County Counsel it was determined that an outside investigator should be utilized.

Prior Board Action

Fiscal Impact/Funding Source

Total impact will be dependent on the extent of the investigation. Time will be invoiced at rates between \$125/hr and \$400/hr depending on work being performed. Full costs to be born by the department in which the investigation is being conducted.

Action for the Clerk

Number and file

ATTACHMENTS:

- Colusa County_MRG Eng Letter (PDF)



October 10, 2024

Wendy G. Tyler, County Administrative Officer
 Dar Rhodes, Human Resources Director, Colusa County
 547 Market Street, Room 102
 Colusa, CA 95932

Dear Ms. Tyler and Ms. Rhodes:

Thank you for retaining Municipal Resource Group ("MRG") to assist you with a confidential personnel investigation. This letter will confirm your request to engage MRG to provide these services. This Agreement will govern all services to be performed for this engagement. The MRG investigator for this matter is Michelle Fitzer. Her direct number is (925) 437-4529 and the email address is mmfitzer@outlook.com.

MRG will conduct this confidential investigation to determine the factual basis of a complaint in the Public Works Department. At the end of the investigation, MRG will provide a written report unless otherwise instructed, to be produced within 30 days of the final interview or earlier. MRG does not provide legal advice, and investigator's role in this process is as a neutral fact finder providing information to the Client.

Independence. As an independent investigator, MRG has the right to determine the means, manner, and findings related to the investigation. Colusa County ("County") agrees to allow MRG full discretion to undertake the investigation and otherwise make findings without influencing or interfering with the outcome. The County understands and acknowledges that this Agreement is not dependent on MRG making or failing to make a particular determination, finding of fact, or conclusion.

Cooperation. To perform our services effectively, we require the full cooperation and support of all representatives from the County. You can assist us by keeping us fully informed as to facts and developments relevant to our investigative services. It is essential that we receive accurate and complete information, including written materials when requested, and that involved personnel are available to the extent required.

Fees. The County agrees to pay MRG at the rates provided for work done in this matter. All service fees will be billed on an hourly basis. The Investigator is Michelle Fitzer, and her time will be billed at \$300 per hour; additional Investigators from our group will also be invoiced at \$300 per hour. The Principal Investigator, Mary Egan, will be billed at \$400 per hour, and the Administrative Specialist will be billed at \$125 per hour for services related to the matter.

Employers have an obligation to conduct a thorough investigation. Often new facts and witnesses are discovered through the investigative process. As such, any estimates are for

planning purposes. We also understand the need to manage costs and do all we can to balance these concerns. We will notify you if the scope or witness list expands dramatically. If in-person interviews are requested, MRG will bill for reasonable travel time. Time charged will include all activities necessary to conduct a thorough investigation including, but not limited to, time spent interviewing witnesses, writing the report of findings, and performing necessary research. The time charged will also include the time MRG spends on telephone calls relating to your matter, including calls with witnesses, potential witnesses, or counsel representing any of the parties.

Costs. MRG may incur minor costs and expenses in performing services under this Agreement. The invoice for this matter will include all costs and expenses incurred, in addition to the hourly fee. The costs and expenses commonly include transcripts, document production costs and travel expenses including mileage reimbursement at the current IRS rate. All costs and expenses will be charged at MRG's cost. MRG will invoice for all fees upon delivery of the final written report or two weeks after delivery of the draft report, whichever is sooner.

Compensation for Post-Investigative Work. This engagement shall be considered concluded after MRG has provided a final invoice for this investigation. After the conclusion of this engagement, should a need arise for MRG to respond to any subpoena, or to otherwise provide deposition or trial testimony about this matter, the County shall compensate MRG and its legal counsel, if needed, at its then applicable rates for time expended, including time involved in preparing for such deposition or testimony, or responding to any subpoena.

If this letter correctly sets forth the scope of the services to be rendered in this matter, and if the terms of the engagement are satisfactory, please sign and date a copy of this letter in the space provided and return it to our office.

Sincerely,



Mary Egan, CEO

MRG LLC

916-261-7547

egan@solutions-mrg.com

I have read and understand this engagement letter. I am authorized to sign this agreement and hereby confirm the engagement of MRG to provide investigative services in accordance with its terms.

Colusa County Authorized Representative

Wendy G. Tyler

Digitally signed by Wendy G.

Tyler

Date: 2024.10.11 16:37:36 -07'00'

Wendy Tyler, County Administrative Officer

Date

Attachment: Colusa County_MRG Eng Letter (10205 : Ratify Agreement with Municipal Resource Group)

**Request For County Board of Supervisors Action**

MEETING DATE: December 17, 2024

DEPARTMENT: County Administrative Office

FROM: Kaline Moore

SUBJECT: Approve the Memorandum of Understanding (MOU) between Colusa County Behavioral Health and Sutter-Yuba Behavioral Health to establish a guideline for providing in-person outpatient psychiatry services to Colusa County Medi-Cal beneficiaries.

Approve the Memorandum of Understanding (MOU) between Colusa County Behavioral Health and Sutter-Yuba Behavioral Health. The purpose of the MOU is to establish a guideline for providing in-person outpatient psychiatry services to Colusa County Medi-Cal beneficiary.

Detailed Description/Background of request

Colusa County Behavioral Health (CCBH) is requesting to enter into an agreement with Sutter-Yuba Behavioral Health (SYBH) to provide in-person outpatient psychiatry services to Colusa County Medi-Cal beneficiaries that request this accommodation. On May 6, 2016, the Centers for Medicare and Medicaid Services published the Medicaid and Children's Health Insurance Program Managed Care Final Rule, which aligns Medicaid managed care regulations with requirements of other major sources of coverage. MHP's and DMC-ODS Plans (Plans) are classified as Prepaid Inpatient Health Plans under federal law and must therefore comply with the Managed Care rule. The Managed Care Rule directs the state to develop and enforce network adequacy standards that meet federal requirements and as CCBH is a qualifying MHP we are required to ensure that all Medi-Cal managed care covered services are available and accessible to beneficiaries of the Plans in accordance with timely access and distance standards.

This MOU will be requested to start on October 1, 2024 and go through September 30, 2026 and not to exceed \$49,999 annually. The fees paid to SYBH by CCBH will be billed to Medi-Cal by CCBH.

Prior Board Action

None

Fiscal Impact/Funding Source

Not to exceed \$49,999 per fiscal year. 003-55270-713-0 - Support and Care of Persons.

Action for the Clerk

Please obtain signatures and send to:

Sutter County Health and Human Services

Attn: Contracts

545 Garden Highway, Suite B

Yuba City, CA 95991

ATTACHMENTS:

- Colusa County BH MOU 2024 (DOCX)
- Colusa County BH MOU 2024 Exhibit B (DOCX)

**MEMORANDUM OF UNDERSTANDING
BETWEEN
SUTTER-YUBA BEHAVIORAL HEALTH
AND
COLUSA COUNTY BEHAVIORAL HEALTH**

This Memorandum of Understanding (hereafter "MOU") is effective as of October 1, 2024, by and between the Colusa County Behavioral Health (hereafter "Colusa County") and Sutter-Yuba Behavioral Health (hereafter "SYBH") (collectively referred to as "the Parties").

RECITALS

WHEREAS, Behavioral Health is the County Mental Health Plan (MHP) for Sutter and Yuba counties operated jointly by Yuba and Sutter counties and is overseen by Sutter County; and

WHEREAS, On May 6, 2016, the Centers for Medicare and Medicaid Services published the Medicaid and Children's Health Insurance Program Managed Care Final Rule, which aligns Medicaid managed care regulations with requirements of other major sources of coverage. MHP's and DMC-ODS Plans (Plans) are classified as Prepaid Inpatient Health Plans under federal law and must therefore comply with the Managed Care rule. The Managed Care Rule directs the state to develop and enforce network adequacy standards that meet federal requirements; and

WHEREAS, Colusa County and SYBH are each qualifying MHPs and are required to ensure that all Medi-Cal managed care covered services are available and accessible to beneficiaries of the Plans in accordance with timely access and time and distance standards; and

WHEREAS, Colusa County agrees to reimburse SYBH for the full cost of in person outpatient psychiatry services provided to persons referred by Colusa County.

NOW, THEREFORE, in consideration of their mutual covenants and conditions, the Parties hereto agree as follows:

1. Term

Commencement Date: October 1, 2024

Termination Date: September 30, 2026

Notwithstanding the term set forth above, and unless this MOU is terminated by either party prior to its termination date, the term of this MOU shall be automatically extended for ninety (90) days. Any Notice of Termination during this automatic extension period shall be effective upon a twenty (20) day written notice to the other party. The purpose of this automatic extension is to allow for continuation of services, and to allow Colusa County and SYBH time in which to complete a renewal MOU for approval by both parties.

2. Description of Services: SYBH shall provide in person outpatient psychiatric services at SYBH's facility to referred residents of Colusa County in conformance with all applicable federal and state statutes and regulations. Services will be provided with prior authorization by Colusa County. Any referrals for psychiatry from Colusa County will go to the SYBH Director and will be considered prior to authorization. No other services, except outpatient psychiatric services, are agreed to or covered under this agreement.

3. Compensation:

- A. The compensation to be paid by Colusa County to SYBH for the services described in Exhibit A, attached hereto and incorporated by this reference, shall be the fixed rate of \$443.40 (Four Hundred Forty-Three Dollars and Forty Cents) per 35 (thirty-five) minute session, inclusive of documentation time.
- B. The total annual compensation payable under this MOU, inclusive of all expenses shall not exceed **Forty-Nine Thousand Nine Hundred Ninety-Nine Dollars (\$49,999.00)**. Colusa County shall make no payment to SYBH in any greater amount for any extra, further or additional services, unless such services and payment therefore have been mutually agreed to and this MOU has been formally amended in accordance with the provisions of this MOU.

4. Direction: The services to be provided pursuant to this MOU by SYBH for clients referred by Colusa County shall be under the general direction of the SYBH Director of Behavioral Health or his/her designee. SYBH shall render in person outpatient psychiatric services to referred clients in accordance with applicable state and federal laws and regulations. Documentation of services provided by SYBH for each referred client shall be available for review by Colusa County upon request.

5. Patient Eligibility: Services under this MOU shall be rendered without regard to race, color, sex, sexual orientation, religion, national origin, ancestry, disability, age (over 40), physical or mental status as specified in applicable federal and state laws and regulations. The specific referral process shall be mutually agreed upon by SYBH's Medical Director and Colusa County's Director of Behavioral Health.

6. Admissions Procedure: SYBH agrees that only those clients that Colusa County specifically refers to the SYBH Director for in person outpatient psychiatric services shall receive services pursuant to this MOU. Colusa County's written request for services constitutes authorization.

7. County's Representative: County hereby designates the SYBH Director or his or her designee, to act as its representative for the performance of this Agreement ("County's Representative"). County's Representative shall have the power to act on behalf of County for all purposes under this Agreement. Contractor shall not accept direction or orders from any person other than County's Representative or his or her designee.

8. Contractor's Representative: Contractor hereby designates Colusa County Director, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of Contractor for all purposes under this Agreement. Contractor's Representative shall supervise and direct the Services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

9. Cultural Competence: The Cultural Competence Plan Requirements (CCPR) standards and criteria as cited in California Code of Regulations, Title, 9, Section 1810.410, are applicable to organizations/agencies that provide mental health services via Medi-Cal, MHSA, and/or Realignment.

10. Certification of Program Integrity: SYBH shall comply with all applicable state and federal statutory and regulatory requirements for certification of claims including, but not limited to, Title 42, Code of Federal Regulations, Part 438.

For each Medi-Cal beneficiary for whom SYBH provides in person outpatient psychiatric services, SYBH shall ensure the following:

- A. An assessment of the Medi-Cal beneficiary was conducted in compliance with the requirements established in the Mental Health Plan (MHP) contract between SYBH and DHCS, a copy of which will be provided to Colusa County by SYBH under separate cover upon request.
- B. The Medi-Cal beneficiary was eligible to receive Medi-Cal services at the time the services were provided to the beneficiary.
- C. The services included in the invoice and documentation submitted to Colusa County for reimbursement were actually provided to the beneficiary.

In addition, SYBH certifies that the following processes are in place:

- A. Written policies, procedures, and standards of conduct that articulate SYBH's commitment to comply with all applicable federal and state standards with respect to the in person outpatient psychiatric services to be provided.
- B. The designation of a compliance officer and a compliance committee accountable to senior management.
- C. Effective training and education for the compliance officer and SYBH's employees, volunteers, and agents at the Facility.
- D. Enforcement of standards through well-publicized disciplinary guidelines.
- E. Provisions for internal monitoring and auditing.
- F. Provision for prompt response to detected offenses, and for development of corrective action initiatives relating to the provision of mental health services.
- G. Confirmation that subcontractors and all employees are not excluded from Medi-Cal and Medicaid participation.

11. Rules and Laws: SYBH agrees to comply with all applicable laws, regulations, and policies governing the provisions of public mental health services. SYBH shall comply with all applicable provisions of the Sutter County MHP or successor contract with the State of California which is in effect at the time services are provided. All services, documentation, and reporting shall be provided in conformity with the requirements of all pertinent laws, regulations, and County requirements.

12. Client Records: Client records shall be retained for ten (10) years or any further period that is required by law or regulation and until all federal or state audits are complete and exceptions resolved for this MOU. Upon request, SYBH shall make these records available to authorized representatives of Colusa County, the State of California, and the United States Government.

13. Right to Audit: SYBH agrees to extend to the Colusa County Director of Behavioral Health or designee, or auditors designated by Colusa County or the State of California, the right to review and investigate records, programs, or procedures, at a reasonable time during normal business hours as regards clients. SYBH shall be subject to the examination and audit of the State Auditor General for a period of three years after final payment under contract (Government Code, Section 8546.7).

14. Status of Contractor: The parties hereto agree that SYBH, its agents, and employees, including its professional and non-professional staff, in the performance of this MOU shall act in an independent capacity and not as officers, officials, employees, or agents of Colusa County. SYBH shall furnish all personnel, supplies, equipment, furniture, insurance, utilities, telephone, and quarters necessary for the performance of the services to be provided by SYBH pursuant to this MOU.

15. Conflict of Interest: SYBH attests that it has no current business or financial relationship with any Colusa County employees that would conflict with this MOU and will not enter into any such business or financial relationships with any such employees during the term of this MOU.

SYBH has an affirmative duty to disclose to Colusa County in writing the name(s) of any person(s) who have an actual, potential, or apparent business or financial conflict of interest.

16. Indemnity: SYBH and Colusa County shall each defend, hold harmless, and indemnify the other party, its governing board, officers, officials, administrators, agents, employees, volunteers, and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorney's fees and costs, and including, but not limited to, consequential damages, loss of use, extra expense, death, sickness, or injury to any person(s) or damage to any property, from any cause whatsoever arising from or connected with its service hereunder, that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of the indemnifying party, its employees, volunteers, agents, subcontractors, independent contractors, consultants, or other representatives. This indemnity provision shall survive the termination or expiration of this MOU and is in addition to any other rights or remedies that SYBH and Colusa County may have under law and/or this MOU.

17. Insurance: SYBH and Colusa County are both covered, and will remain covered, for general liability, automobile liability, professional liability, property, and workers' compensation liability through a self-insurance program during the performance of this MOU, in conjunction with excess coverage through the California Association of Counties – Excess Insurance Authority. A certificate of coverage will be furnished to SYBH by Colusa County and by Colusa County to SYBH upon request.

18. Nondiscrimination: SYBH agrees to comply with federal and state non-discrimination and equal opportunity statutes and regulations.

19. During the performance of this MOU,

- A. SYBH and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, physical disability (including, but not limited to, HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave.
- B. SYBH and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- C. SYBH and subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Chapter 1 of Part 2.8 of Division 3 of Title 2 of the California Government Code, commencing at section 12900) and the regulations promulgated thereunder.

- D. SYBH and its subcontractors shall give written notice of their obligations under this Section of this MOU to labor organizations with which they have a collective bargaining or other agreement.
- E. SYBH shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped persons in all federally assisted programs or activities, as detailed in regulations signed by the Secretary of United States Department of Health and Human Services, effective June 2, 1977, and found in the Federal Register, Volume 42, No. 86, dated May 4, 1977.
- F. SYBH shall include the nondiscrimination and compliance provisions of this MOU in all agreements with subcontractors to perform work or services under this MOU.

20. Problem Resolution:

Beneficiary Problem Resolution

I. SYBH shall inform Colusa County of any grievances or appeals involving clients of Colusa County who are receiving treatment at SYBH's facility. SYBH shall make available the Problem Resolution Process, attached hereto as Exhibit B, incorporated herein by reference, in order to inform client of said process. SYBH shall report any grievances or appeals with resolution to Colusa County each calendar quarter.

II. The Medi-Cal beneficiary has the right to file for a State Fair Hearing at any time before, during or after the appeal process, or within 90 days after notification of an action.

- a. State Fair Hearings may be filed by calling toll free, 1-800-952-5253 or TDD 1-800-952-8349 for hearing impaired, or in writing mailed to:

State Hearings Division
California Department of Social Services
P. O. Box 944243, Mail Station 19-37
Sacramento, California 94244-2430

- b. Beneficiary may receive assistance in filing a grievance, appeal or State Fair Hearing from:

Quality Assurance Officer	(530) 822-7200
Quality Assurance Staff Analyst	(530) 822-7200
Patient Rights Advocate	(530) 623-3202
Toll Free:	1-800-923-3800
TTY-CRS	1-800-735-2929

- c. Beneficiary may authorize a person of his/her choice to act in his/her behalf at any time during the grievance, appeals or State Fair Hearing process.

- d. Beneficiary has the right to request continuation of benefits during the State Fair Hearing process.

21. Assignment: Neither party shall assign, sublet, delegate, or transfer any of its rights, duties, or obligations arising hereunder without written consent of the other.

22. Fiscal Considerations: The parties to this MOU recognize and acknowledge that both Sutter County and Colusa County are political subdivisions of the State of California. As such, both are subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment, or services not budgeted in a given Fiscal Year. It is further understood that in the normal course of Sutter County's and Colusa County's businesses, they will adopt a proposed

budget prior to a given Fiscal Year, but that the final adoption of a budget does not occur until after the beginning of the Fiscal Year.

Notwithstanding any other provision of this MOU to the contrary, either party shall give notice of termination of this MOU in the event of adoption of a proposed budget that does not provide for funds for the services, products, or equipment subject herein. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this MOU. Upon the effective date of such notice, this MOU shall be automatically terminated and SYBH and Colusa County released from any further liability hereunder. In addition to the above, should the respective Boards of Supervisors of Sutter County and Colusa County, during the course of a given year, for financial reasons reduce or order a reduction in the budget for either SYBH's or Colusa County's departments for which services were contracted to be performed pursuant to this MOU, this MOU may be deemed to be immediately terminated in its entirety subject to payment for services performed prior to termination. Notice of said termination shall be provided at the earliest possible date.

23. Default, Termination, and Cancellation:

- A. Upon the occurrence of any default of the provisions of this MOU, a party shall give written notice of said default to the party in default (Notice). If the party in default does not cure the default within 10 days of the date of Notice (Time to Cure), then such party shall be in default. The Time to Cure may be extended in the discretion of the party giving Notice. Any extension of the Time to Cure must be in writing, prepared by the party in default for signature by the party giving Notice and must specify the reason(s) for the extension and the date the extension of the Time to Cure expires.

The Notice given under this Section of this MOU shall specify the alleged default and the applicable MOU provision and shall demand that the party in default perform the provisions of this MOU within the Time to Cure. No Notice shall be deemed a termination of this MOU unless the party giving Notice so elects in subsequent written notice after the Time to Cure has expired.

- B. Ceasing Performance: SYBH or Colusa County may terminate this MOU in the event either becomes unable to substantially perform any term or condition of this MOU.
- C. Termination without Cause:
Either party shall have the right to terminate this MOU without cause; any such termination will be effective 60 days after written notice. In the event of termination by SYBH or Colusa County, SYBH shall be paid for all services performed to the date of termination.

This MOU may be terminated by either party, if the DHCS gives written notice stating that services provided are not in compliance with requirements of law or regulations, by giving 21 days written notice to the other party.

24. HIPAA Compliance: SYBH affirms that it is subject to the provisions of the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191, "HIPAA") and its implementing regulations relating to protecting the privacy and security of confidential health information. SYBH will not use or disclose protected confidential health information other than as

permitted or required by law and regulation and will notify Colusa County of any discovered instances of breaches of confidentiality.

Without limiting the rights and remedies of Colusa County elsewhere as set forth in this MOU, Colusa County may terminate this MOU without penalty or recourse if COUNTY determines that SYBH violated a material term of the provisions of this Section of this MOU. SYBH will ensure that any subcontractors' agents receiving protected confidential health information related to this MOU agree to the same restrictions and conditions that apply to SYBH with respect to such information.

25. Confidentiality and Patients' Rights: SYBH agrees to maintain a record of each client served pursuant to this MOU. These records shall be maintained in the strictest confidence in accordance with applicable state and federal laws and regulations. No specific information pertaining to discrete individual clients will be provided to persons or agencies other than those as set forth in the provisions contained herein and in accordance with applicable state and federal laws and regulations. Furthermore, SYBH shall comply with all applicable laws and regulations, state and federal, pertaining to patients' rights (including, but not limited to section 5325 of the California Welfare and Institutions Code). SYBH and Colusa County further agree to hold the other harmless for any breach of confidentiality or breach of patients' rights, as set forth in the indemnity provisions contained herein.

SYBH and Colusa County agree to maintain the confidentiality of client information and records as provided by applicable law and regulation; notwithstanding, professional records and Colusa County client information shall be interchangeable between SYBH and Colusa County to establish and support a high level of clinical services and continuity of care and aftercare services.

26. Choice of Law: The validity, enforceability, or interpretation of this MOU shall be governed by the laws of the State of California. In the event that either SYBH or Colusa County deems it necessary to take legal action to enforce any provisions of this MOU, the parties shall each bear their own costs, which shall include, but not be limited to, reasonable attorney's fees and costs.

27. Designated Representatives: The Director of Behavioral Health is the authorized representative of Colusa County and will administer this MOU for Colusa County. The Assistant Director of Sutter County Health and Human Services Department is the authorized representative for SYBH. Changes in designated representatives shall occur only by advance written notice to the other party.

28. Amendments: This MOU constitutes the entire MOU between the parties. Any amendments or changes to this MOU shall be agreed to in writing, specifying the change(s) and the effective date(s) and shall be executed by duly authorized representatives of both parties. However, in no event shall such amendments create additional liability to Colusa County or provide additional compensation to SYBH except as explicitly set forth in this or amended MOU.

29. Invoice and Payments: SYBH shall submit invoices for Services rendered during the preceding month. SYBH shall attach to each invoice documentation for the hours charged (if applicable) and the documentation shall include an itemized narrative of work completed during the period billed. Colusa County shall pay invoices that are undisputed within forty-five (45) days of receipt and approval. The parties agree to exercise good faith and diligence in the resolution of any disputed invoice amounts.

30. Notice To Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and registered, by interoffice mail, or by personal delivery. Notices to SYBH shall be addressed/delivered as follows:

Rick Bingham, Director
Sutter-Yuba Behavioral Health
545 Garden Highway, Suite B
Yuba City, CA 95991

or to such other location as the SYBH directs.

Notices to Colusa County shall be addressed/delivered as follows:

Tony Hobson, Director
Colusa County Behavioral Health
162 E. Carson St., Suite A
Colusa, CA 95932

or to such other location as the Colusa County directs.

31. Counterparts: This MOU may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties agree that the signature pages of this MOU may be executed, scanned, and transmitted electronically and electronic signatures shall be deemed original signatures for the purposes of this MOU, with such scanned and electronic signatures have the same legal effect as original signatures.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding on the dates set forth below.

Colusa County Behavioral Health

By: _____
Board of Supervisors, Chair
Gary J. Evans

Date: _____

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

APPROVE TO FORM:

Patricia Rodriguez, Deputy Clerk

Richard Stout, County Counsel
County of Colusa

SUTTER-YUBA BEHAVIORAL HEALTH

By: _____
Ring Bingham, Director of Behavioral Health

Date: _____

APPROVED AS TO FORM:

By: _____
OFFICE OF SUTTER COUNTY COUNSEL

Exhibit A: Statement of Work
Exhibit B: Problem Resolution Process

Attachment: Colusa County BH MOU 2024 (10212 : Approve MOU with Sutter-Yuba Behavioral Health)

**EXHIBIT A
STATEMENT OF WORK**

- SYBH will provide in person outpatient person psychiatry services to patients referred by Colusa County at SYBH's facility located at 1965 Live Oak Blvd. Yuba City, California.
- SYBH will provide no more than one hundred and twelve (112) thirty-five (35) minute psychiatry sessions per fiscal year.
- All referrals for psychiatry from Colusa County will go to the SYBH Director.

Attachment: Colusa County BH MOU 2024 (10212 : Approve MOU with Sutter-Yuba Behavioral Health)

SUTTER-YUBA COUNTIES MENTAL HEALTH PLAN
PROBLEM RESOLUTION PROCESS

Sutter-Yuba Counties Mental Health Plan, hereinafter referred to as “SYMHP”, encourages the resolution of problems at the least formal level possible. **The beneficiary will not be subject to any penalty or discrimination for filing a grievance, appeal or for requesting a State Fair Hearing** A beneficiary may authorize a person of their choice to act in his/her behalf at any time.

Grievance

A grievance is an expression of dissatisfaction about any matter other than a Notice of Adverse Benefit Determination (NOABD). The beneficiary may submit a grievance orally or in writing to the SYMHP.

- ❖ The beneficiary will receive a written resolution within 90 days.
- ❖ A 14-day extension may be granted under certain circumstances.

Standard Appeal

An Appeal is a request to review a NOABD. A NOABD occurs when the SYMHP denies, or limits, or authorization of a requested service, including determinations based on the type or level of service requirements for medical necessity, appropriateness, setting, or effectiveness of a covered benefit reduces, suspends or terminates previously authorized services; denies in whole or in part, payment for a service; fails to provide services in timely manner; denies a request to dispute financial liability including cost sharing and other beneficiary financial liabilities; or fails to act within the timeframes for the disposition of grievance, standard appeal or expedited appeals.

- ❖ The beneficiary may submit an appeal orally or in writing. Unless the beneficiary requests an expedited appeal, an oral appeal must be followed up by a written signed appeal.
- ❖ Following the receipt of a NOABD, a beneficiary has 60 calendar days from the date of the NOABD in which to file a request for an appeal.
- ❖ The beneficiary will receive a written resolution within 30 days.

Expedited Appeal

The Expedited Appeal is filed when the SYMHP determines, or the beneficiary and/or the beneficiary’s provider certifies, that taking the time for a standard appeal resolution could seriously jeopardize the beneficiary’s substance use disorder condition and/or life, health, or ability to attain, maintain, or regain maximum function.

- ❖ The SYMHP will resolve and notify within 72 hours after receipt of the expedited appeal.
- ❖ If the expedited appeal is denied, a written notice will be sent to the beneficiary and the standard appeal process will begin.

State Fair Hearing

If you are a Medi-Cal beneficiary, you have the right to file for a State Fair Hearing if you are dissatisfied with the appeal decision (California Department of Social Services, State Hearing Division, PO Box 944243, Mail Station 9-17-37, Sacramento, CA 94244-2430, Phone: 1-800-952-5255 or TDD 1-800-952-8349). State fair hearings must be filed no later than 120 calendar days from the date of the appeal resolution. State Fair Hearing may be filed by the beneficiary, his or her representative or the representative of a deceased beneficiary’s estate. The beneficiary is required to exhaust the SYMHP’s problem resolution process prior to filing a State Fair Hearing. Beneficiaries that meet the Aid Paid Pending (APP) criteria will have services continued while their appeal or state fair hearing is pending. The beneficiary may request a State Fair Hearing whether or not the beneficiary has received a NOABD.

Notice

Grievance forms, Standard Appeal forms, or Expedited Appeal forms are available at all provider sites or can be obtained by contacting SYMHP’s Quality Improvement/Assurance staff. The beneficiary will be notified in writing that the Behavioral Health Deputy Director of Clinical Services received his/her grievance or appeal. The beneficiary may submit additional information to support a claim either in writing or in person. The beneficiary may receive the assistance in filing a grievance, appeal, or state fair hearing from:

- | | |
|----------------------------------|------------------------|
| Quality Assurance Staff Analyst: | (530) 822-7200 |
| Patients’ Rights Advocate: | (530) 822-7200 Press 8 |
| Toll Free: | 1-888-923-3800 |
| TTY-CRS: | 1-800-735-2929 |

Post in areas where client can view such as waiting areas. Revised 3/28/2024

El Plan de Salud Mental de los condados de Sutter-Yuba, de aquí en adelante referido "SYMHP", alienta la resolución de problemas en el nivel menos formal posible. **El beneficiario no estará sujeto a cualquier penalidad o discriminación para presentar una queja, apelación o para solicitar una audiencia imparcial estatal.** Un beneficiario podrá autorizar a una persona de su elección para actuar en su nombre en cualquier momento.

Quejas:

Una queja es una expresión de insatisfacción sobre cualquier asunto que no sea un aviso de adversos beneficios de determinación (NOABD). El beneficiario puede presentar una queja por vía oral o por escrito a la SYMHP.

- ❖ El beneficiario recibirá una resolución escrita dentro de 90 días.
- ❖ Se dará una extensión de 14 días, en algunas circunstancias.

Apelación Estándar

Una apelación es una solicitud para revisar un NOABD. Un NOABD ocurre cuando el SYMHP niega, limita, una autorización de un servicio solicitado, incluyendo determinaciones basadas en el tipo o nivel de servicio, los requisitos de necesidad médica, la pertinencia, el ajuste, o la efectividad de un beneficio cubierto, reduce, suspende o termina servicios previamente autorizados; niega en todo o en parte, el pago por un servicio; no proporciona servicios de manera oportuna; niega una solicitud para disputar la responsabilidad financiera, incluidos los costos compartidos y otros pasivos financieros beneficiarios; o no actúa dentro los plazos para la resolución del reclamo, apelaciones estándar o apelaciones aceleradas.

- ❖ El beneficiario puede presentar una apelación por vía oral o por escrito. A menos que el beneficiario pida una apelación acelerada, una apelación oral debe ser seguida de una apelación por escrito firmada.
- ❖ Después del recibo de un NOABD, un beneficiario tiene 60 días desde la fecha de la NOABD en la cual puede presentar una solicitud para una apelación.
- ❖ El beneficiario recibirá una resolución escrita dentro de 30 días.

Apelación Acelerada

La apelación acelerada es presentada cuando el SYMHP determina, o el beneficiario y/o proveedor del servicio certifica, que tomarse el tiempo para la resolución de una apelación estándar podría seriamente ser un peligro a la trastorno por consumo de sustancias y/o la vida, la salud o la capacidad de lograr, el bienestar del beneficiario mantener, o recuperar la función máxima.

- ❖ El SYMHP resolverá y notificará dentro de las 72 horas después de haber recibido la apelación acelerada.
- ❖ Si se niega la apelación acelerada, se enviará una notificación por escrito al beneficiario y comenzará el proceso de apelación estándar.

Audiencia Imparcial Estatal

Si usted es un beneficiario de Medi-Cal, usted tiene el derecho a solicitar una Audiencia Imparcial Estatal si usted no está satisfecho con la decisión de la apelación. (California Department of Social Services, State Hearings Division, PO Box 944243, Mail Station 9-17-37, Sacramento, CA 94244-2430, Teléfono: 800952-5253

o TDD1-800-952-8349). Audiencias imparciales estatales deben presentarse a más tardar 120 días calendario a partir de la fecha de resolución de la apelación. Las audiencias estatales justas pueden ser presentadas por el beneficiario, o su representante o el representante de la herencia de un beneficiario fallecido. Se requiere que el beneficiario agote el proceso de resolución de problemas de SYMHP antes de presentar una Audiencia Imparcial Estatal. Los beneficiarios que cumplan con el criterio de Ayuda Paga Pendiente (APP) tendrán los servicios continuados mientras su apelación o audiencia imparcial del estado esté pendiente. El beneficiario puede solicitar una audiencia imparcial estatal si el beneficiario recibió o no recibió, un NOABD.

Advertencia

Los formularios de reclamo, los formularios de Apelación estándar o los formularios de Apelación acelerada están disponibles en todos los sitios del proveedor o se pueden obtener contactando SYMHP's Personal de Calidad/Aseguramiento. El beneficiario será notificado por escrito del Director de Servicios Clínicos de Salud y Bienestar que él/ella recibió una queja o apelación. El beneficiario puede presentar información adicional para respaldar un reclamo ya sea por escrito o en persona. El beneficiario puede recibir la asistencia para presentar una queja formal, apelación o audiencia imparcial estatal del:

- | | |
|---|---------------------------|
| Personal de Análisis en Calidad y Progreso: | (530) 822-7200 |
| Promotor de los Derechos de los Pacientes: | (530) 822-7200 Presione 8 |
| Llamada Gratuita: | 1-888-923-3800 |
| TTY-CRS: | 1-800-855-3000 |

Poner en áreas donde el cliente puede verlo, por ejemplo, en las salas de espera.

**Request For County Board of Supervisors Action**

MEETING DATE: December 17, 2024

DEPARTMENT: County Administrative Office

FROM: Kaline Moore

SUBJECT: Approve the Memorandum of Understanding (MOU) between Colusa County Behavioral Health and Sutter-Yuba Behavioral Health to provide behavioral health services at the juvenile institutions for Colusa County juveniles.

Approve the Memorandum of Understanding (MOU) between Colusa County Behavioral Health and Sutter-Yuba Behavioral Health. The purpose of the MOU is to gain access to behavioral health services at the juvenile institutions for Colusa County juveniles.

Detailed Description/Background of request

Colusa County Behavioral Health (CCBH) is requesting to enter into an agreement with Sutter-Yuba Behavioral Health (SYBH) in order to gain access to behavioral health services at the juvenile institutions for Colusa County juveniles.

SYBH will provide CCBH juvenile clients with behavioral health services while incarcerated at the Tri-County Juvenile Rehabilitation Facility or the Maxine Singer Youth Guidance Center. Services will be provided with prior authorization given in writing by CCBH at a rate of \$88 per hour.

The term of the agreement will be from October 1, 2024 through September 30, 2026. The total compensation payable under the agreement will not exceed \$35,000 annually.

Prior Board Action

None

Fiscal Impact/Funding Source

Not to exceed \$70,000 for the term of the MOU. 003-55270-713-0 - Support and Care of Persons.

Action for the Clerk

Please obtain signatures and send to:

Sutter County Health and Human Services
Attn: Contracts
545 Garden Highway, Suite B

Action Item (ID # 10213)

Meeting of December 17, 2024

Yuba City, CA 95991

ATTACHMENTS:

- Colusa County BH MOU for Juvenile Hall and Camp Singer 2024 (DOCX)

**MEMORANDUM OF UNDERSTANDING
BETWEEN
SUTTER-YUBA BEHAVIORAL HEALTH
AND
COLUSA COUNTY BEHAVIORAL HEALTH**

This Memorandum of Understanding (hereafter "MOU") is effective as of October 1, 2024, by and between the Colusa County Behavioral Health (hereafter "Colusa County") and Sutter-Yuba Behavioral Health (hereafter "SYBH") (collectively referred to as "the Parties").

RECITALS

WHEREAS, SYBH is the County Mental Health Plan (MHP) for Sutter and Yuba counties operated jointly by Yuba and Sutter counties and is overseen by Sutter County; and

WHEREAS, Tri-County Juvenile Rehabilitation Facility/Maxine Singer Youth Guidance Center (collectively, "Institutions") is a Tri-County Program operated by Yuba County and overseen by the Yuba County Board of Supervisors under a Joint Powers Agreement between Yuba, Sutter and Colusa counties; and

WHEREAS, SYBH has the responsibility, the experience and the expertise to provide services to, and otherwise assist the mentally ill as well as those addicted to and/or abusing drugs or alcohol; and

WHEREAS, Colusa County agrees to reimburse SYBH for the full cost of behavioral health services provided to Colusa County juveniles incarcerated at Institutions.

NOW, THEREFORE, in consideration of their mutual covenants and conditions, the Parties hereto mutually agree as follows:

1. Term

Commencement Date: October 1, 2024

Termination Date: September 30, 2026

Notwithstanding the term set forth above, and unless this MOU is terminated by either party prior to its termination date, the term of this MOU shall be automatically extended for ninety (90) days. Any Notice of Termination during this automatic extension period shall be effective upon a twenty (20) day written notice to the other party. The purpose of this automatic extension is to allow for continuation of services, and to allow Colusa County and SYBH time in which to complete a renewal MOU for approval by both parties.

2. Description of Services: SYBH shall provide behavioral health services to Colusa County juveniles incarcerated at Institutions, in conformance with all applicable federal and state statutes and regulations. Services will be provided with prior authorization by Colusa County. A referral to the SYBH Director will be considered prior to authorization. No other services, except outpatient behavioral health services, are agreed to or covered under this agreement.

3. Compensation:

- A. The compensation to be paid by Colusa County to SYBH for the services described in Exhibit A, attached hereto and incorporated by this reference, shall be the fixed rate of \$88/hour (Eighty-Eight Dollars per hour), inclusive of documentation time.
- B. The total annual compensation payable under this MOU, inclusive of all expenses shall not exceed **Thirty-Five Thousand Dollars (\$35,000.00)**. Colusa County shall make no payment to SYBH in any greater amount for any extra, further or additional services, unless such services and payment therefore have been mutually agreed to and this MOU has been formally amended in accordance with the provisions of this MOU.

4. Invoice and Payments: SYBH shall submit invoices for Services rendered during the preceding month. SYBH shall attach to each invoice documentation for the hours charged (if applicable) and the documentation shall include an itemized narrative of work completed during the period billed. Colusa County shall pay invoices that are undisputed within forty-five (45) days of receipt and approval. The parties agree to exercise good faith and diligence in the resolution of any disputed invoice amounts.

5. Direction: The services to be provided pursuant to this MOU by SYBH for juveniles referred by Colusa County shall be under the general direction of the SYBH Director or their designee. SYBH shall render behavioral health services to juveniles in accordance with applicable state and federal laws and regulations. Documentation of services provided by SYBH for each juvenile shall be available for review by Colusa County upon request.

6. County's Representative: County hereby designates the SYBH Director or his or her designee, to act as its representative for the performance of this Agreement ("County's Representative"). County's Representative shall have the power to act on behalf of County for all purposes under this Agreement. Contractor shall not accept direction or orders from any person other than County's Representative or his or her designee.

7. Contractor's Representative: Contractor hereby designates Colusa County Director, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of Contractor for all purposes under this Agreement. Contractor's Representative shall supervise and direct the Services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

8. Patient Eligibility: Services under this MOU shall be rendered without regard to race, color, sex, sexual orientation, religion, national origin, ancestry, disability, age (over 40), physical or mental status as specified in applicable federal and state laws and regulations. The specific referral process shall be mutually agreed upon by SYBH and Colusa County's Director of Behavioral Health.

9. Admissions Procedure: SYBH agrees that only those clients that Colusa County specifically refers to SYBH for behavioral health services shall receive services pursuant to this MOU. Colusa County's written request for services constitutes authorization.

10. Cultural Competence: The Cultural Competence Plan Requirements (CCPR) standards and criteria as cited in California Code of Regulations, Title, 9, Section 1810.410, are applicable to organizations/agencies that provide mental health services via Medi-Cal, MHSA, and/or Realignment.

11. Certification of Program Integrity: SYBH shall comply with all applicable state and federal statutory and regulatory requirements for certification of claims including, but not limited to, Title 42, Code of Federal Regulations, Part 438.

For each Medi-Cal beneficiary for whom SYBH provides behavioral health services, SYBH shall ensure the following:

- A. An assessment of the Medi-Cal beneficiary was conducted in compliance with the requirements established in the Mental Health Plan (MHP) contract between SYBH and DHCS, a copy of which will be provided to Colusa County by SYBH under separate cover upon request.
- B. The Medi-Cal beneficiary was eligible to receive Medi-Cal services at the time the services were provided to the beneficiary.
- C. The services included in the invoice and documentation submitted to Colusa County for reimbursement were actually provided to the beneficiary.

In addition, SYBH certifies that the following processes are in place:

- A. Written policies, procedures, and standards of conduct that articulate SYBH's commitment to comply with all applicable federal and state standards with respect to the behavioral health services to be provided.
- B. The designation of a compliance officer and a compliance committee accountable to senior management.
- C. Effective training and education for the compliance officer and SYBH's employees, volunteers, and agents at the Facility.
- D. Enforcement of standards through well-publicized disciplinary guidelines.
- E. Provisions for internal monitoring and auditing.
- F. Provision for prompt response to detected offenses, and for development of corrective action initiatives relating to the provision of mental health services.
- G. Confirmation that subcontractors and all employees are not excluded from Medi-Cal and Medicaid participation.

12. Rules and Laws: SYBH agrees to comply with all applicable laws, regulations, and policies governing the provisions of public mental health services. SYBH shall comply with all applicable provisions of the Sutter County MHP or successor contract with the State of California which is in effect at the time services are provided. All services, documentation, and reporting shall be provided in conformity with the requirements of all pertinent laws, regulations, and County requirements.

13. Client Records: Client records shall be retained for ten (10) years or any further period that is required by law or regulation and until all federal or state audits are complete, and exceptions resolved for this MOU. Upon request, SYBH shall make these records available to authorized representatives of Colusa County, the State of California, and the United States Government.

14. Right to Audit: SYBH agrees to extend to the Colusa County Director of Behavioral Health or designee, or auditors designated by Colusa County or the State of California, the right to review and investigate records, programs, or procedures, at a reasonable time during normal business hours as regards clients. SYBH shall be subject to the examination and audit of the State Auditor General for a period of three years after final payment under contract (Government Code, Section 8546.7).

15. Status of Contractor: The parties hereto agree that SYBH, its agents, and employees, including its professional and non-professional staff, in the performance of this MOU shall act in an independent capacity and not as officers, officials, employees, or agents of Colusa County. SYBH shall furnish all personnel, supplies, equipment, furniture, insurance, utilities, telephone, and quarters necessary for the performance of the services to be provided by SYBH pursuant to this MOU.

16. Conflict of Interest: SYBH attests that it has no current business or financial relationship with any Colusa County employees that would conflict with this MOU and will not enter into any such business or financial relationships with any such employees during the term of this MOU.

SYBH has an affirmative duty to disclose to Colusa County in writing the name(s) of any person(s) who have an actual, potential, or apparent business or financial conflict of interest.

17. Indemnity: SYBH and Colusa County shall each defend, hold harmless, and indemnify the other party, its governing board, officers, officials, administrators, agents, employees, volunteers, and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorney's fees and costs, and including, but not limited to, consequential damages, loss of use, extra expense, death, sickness, or injury to any person(s) or damage to any property, from any cause whatsoever arising from or connected with its service hereunder, that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of the indemnifying party, its employees, volunteers, agents, subcontractors, independent contractors, consultants, or other representatives. This indemnity provision shall survive the termination or expiration of this MOU and is in addition to any other rights or remedies that SYBH and Colusa County may have under law and/or this MOU.

18. Insurance: SYBH and Colusa County are both covered, and will remain covered, for general liability, automobile liability, professional liability, property, and workers' compensation liability through a self-insurance program during the performance of this MOU, in conjunction with excess coverage through the California Association of Counties – Excess Insurance Authority. A certificate of coverage will be furnished to SYBH by Colusa County and by Colusa County to SYBH upon request.

19. Nondiscrimination: SYBH agrees to comply with federal and state non-discrimination and equal opportunity statutes and regulations.

20. During the performance of this MOU,

- A. SYBH and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, physical disability (including, but not limited to, HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave.
- B. SYBH and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- C. SYBH and subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Chapter 1 of Part 2.8 of Division 3 of Title 2 of the California Government Code, commencing at section 12900) and the regulations promulgated thereunder.

- D. SYBH and its subcontractors shall give written notice of their obligations under this Section of this MOU to labor organizations with which they have a collective bargaining or other agreement.
- E. SYBH shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped persons in all federally assisted programs or activities, as detailed in regulations signed by the Secretary of United States Department of Health and Human Services, effective June 2, 1977, and found in the Federal Register, Volume 42, No. 86, dated May 4, 1977.
- F. SYBH shall include the nondiscrimination and compliance provisions of this MOU in all agreements with subcontractors to perform work or services under this MOU.

21. Problem Resolution:

Beneficiary Problem Resolution

I. SYBH shall inform Colusa County of any grievances or appeals involving clients of Colusa County who are receiving treatment at SYBH's facility. SYBH shall make available the Problem Resolution Process, attached hereto as Exhibit B, incorporated herein by reference, in order to inform client of said process. SYBH shall report any grievances or appeals with resolution to Colusa County each calendar quarter.

II. The Medi-Cal beneficiary has the right to file for a State Fair Hearing at any time before, during or after the appeal process, or within 90 days after notification of an action.

- a. State Fair Hearings may be filed by calling toll free, 1-800-952-5253 or TDD 1-800-952-8349 for hearing impaired, or in writing mailed to:

State Hearings Division
California Department of Social Services
P. O. Box 944243, Mail Station 19-37
Sacramento, California 94244-2430

- b. Beneficiary may receive assistance in filing a grievance, appeal or State Fair Hearing from:

Quality Assurance Officer	(530) 822-7200
Quality Assurance Staff Analyst	(530) 822-7200
Patient Rights Advocate	(530) 623-3202
Toll Free:	1-800-923-3800
TTY-CRS	1-800-735-2929

- c. Beneficiary may authorize a person of his/her choice to act in his/her behalf at any time during the grievance, appeals or State Fair Hearing process.

- d. Beneficiary has the right to request continuation of benefits during the State Fair Hearing process.

22. Assignment: Neither party shall assign, sublet, delegate, or transfer any of its rights, duties, or obligations arising hereunder without written consent of the other.

23. Fiscal Considerations: The parties to this MOU recognize and acknowledge that both Sutter County and Colusa County are political subdivisions of the State of California. As such, both are subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment, or services not budgeted in a given Fiscal Year. It is further understood that in the

normal course of Sutter County's and Colusa County's businesses, they will adopt a proposed budget prior to a given Fiscal Year, but that the final adoption of a budget does not occur until after the beginning of the Fiscal Year.

Notwithstanding any other provision of this MOU to the contrary, either party shall give notice of termination of this MOU in the event of adoption of a proposed budget that does not provide for funds for the services, products, or equipment subject herein. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this MOU. Upon the effective date of such notice, this MOU shall be automatically terminated and SYBH and Colusa County released from any further liability hereunder. In addition to the above, should the respective Boards of Supervisors of Sutter County and Colusa County, during the course of a given year, for financial reasons reduce or order a reduction in the budget for either SYBH's or Colusa County's departments for which services were contracted to be performed pursuant to this MOU, this MOU may be deemed to be immediately terminated in its entirety subject to payment for services performed prior to termination. Notice of said termination shall be provided at the earliest possible date.

24. Default, Termination, and Cancellation:

- A. Upon the occurrence of any default of the provisions of this MOU, a party shall give written notice of said default to the party in default (Notice). If the party in default does not cure the default within 10 days of the date of Notice (Time to Cure), then such party shall be in default. The Time to Cure may be extended in the discretion of the party giving Notice. Any extension of the Time to Cure must be in writing, prepared by the party in default for signature by the party giving Notice and must specify the reason(s) for the extension and the date the extension of the Time to Cure expires.

The Notice given under this Section of this MOU shall specify the alleged default and the applicable MOU provision and shall demand that the party in default perform the provisions of this MOU within the Time to Cure. No Notice shall be deemed a termination of this MOU unless the party giving Notice so elects in subsequent written notice after the Time to Cure has expired.

- B. Ceasing Performance: SYBH or Colusa County may terminate this MOU in the event either becomes unable to substantially perform any term or condition of this MOU.
- C. Termination without Cause: Either party shall have the right to terminate this MOU without cause; any such termination will be effective 60 days after written notice. In the event of termination by SYBH or Colusa County, SYBH shall be paid for all services performed to the date of termination.

This MOU may be terminated by either party, if the DHCS gives written notice stating that services provided are not in compliance with requirements of law or regulations, by giving 21 days written notice to the other party.

25. HIPAA Compliance: SYBH affirms that it is subject to the provisions of the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191, "HIPAA") and its implementing regulations relating to protecting the privacy and security of confidential health information. SYBH will not use or disclose protected confidential health information other than as permitted or required by law and regulation and will notify Colusa County of any discovered instances of breaches of confidentiality.

Without limiting the rights and remedies of Colusa County elsewhere as set forth in this MOU, Colusa County may terminate this MOU without penalty or recourse if COUNTY determines that SYBH violated a material term of the provisions of this Section of this MOU. SYBH will ensure that any subcontractors' agents receiving protected confidential health information related to this MOU agree to the same restrictions and conditions that apply to SYBH with respect to such information.

26. Confidentiality and Patients' Rights: SYBH agrees to maintain a record of each client served pursuant to this MOU. These records shall be maintained in the strictest confidence in accordance with applicable state and federal laws and regulations. No specific information pertaining to discrete individual clients will be provided to persons or agencies other than those as set forth in the provisions contained herein and in accordance with applicable state and federal laws and regulations. Furthermore, SYBH shall comply with all applicable laws and regulations, state and federal, pertaining to patients' rights (including, but not limited to section 5325 of the California Welfare and Institutions Code). SYBH and Colusa County further agree to hold the other harmless for any breach of confidentiality or breach of patients' rights, as set forth in the indemnity provisions contained herein.

SYBH and Colusa County agree to maintain the confidentiality of client information and records as provided by applicable law and regulation; notwithstanding, professional records and Colusa County client information shall be interchangeable between SYBH and Colusa County to establish and support a high level of clinical services and continuity of care and aftercare services.

27. Choice of Law: The validity, enforceability, or interpretation of this MOU shall be governed by the laws of the State of California. In the event that either SYBH or Colusa County deems it necessary to take legal action to enforce any provisions of this MOU, the parties shall each bear their own costs, which shall include, but not be limited to, reasonable attorney's fees and costs.

28. Designated Representatives: The Director of Behavioral Health is the authorized representative of Colusa County and will administer this MOU for Colusa County. The Director of Sutter Yuba Behavioral Health is the authorized representative for SYBH. Changes in designated representatives shall occur only by advance written notice to the other party.

29. Amendments: This MOU constitutes the entire MOU between the parties. Any amendments or changes to this MOU shall be agreed to in writing, specifying the change(s) and the effective date(s) and shall be executed by duly authorized representatives of both parties. However, in no event shall such amendments create additional liability to Colusa County or provide additional compensation to SYBH except as explicitly set forth in this or amended MOU.

30. Notice To Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and registered, by interoffice mail, or by personal delivery. Notices shall be addressed/delivered as follows, or to such other location as either party directs:

To SYBH: Rick Bingham, Director
Sutter-Yuba Behavioral Health
545 Garden Highway, Suite B
Yuba City, CA 95991

To Colusa County: Tony Hobson, Director
Colusa County Behavioral Health

162 E. Carson St., Suite A
Colusa, CA 95932

31. Counterparts: This MOU may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties agree that the signature pages of this MOU may be executed, scanned, and transmitted electronically and electronic signatures shall be deemed original signatures for the purposes of this MOU, with such scanned and electronic signatures have the same legal effect as original signatures.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding on the dates set forth below.

COLUSA COUNTY

By: _____
Board of Supervisors, Chair
Gary J. Evans

Date: _____

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

APPROVED AS TO FORM:

Patricia Rodriguez, Deputy Clerk

Richard Stout, County Counsel
Colusa County

SUTTER-YUBA BEHAVIORAL HEALTH

By: _____
Rick Bingham, Director of Behavioral Health

Date: _____

APPROVED AS TO FORM:

By: _____
Office of Sutter County Counsel

Exhibit A: Statement of Work
Exhibit B: Compensation

**EXHIBIT A
STATEMENT OF WORK**

SYBH will provide behavioral health services, including but not limited to, clinical assessments; case planning; counseling, including individual and/or group counseling, and co-occurring substance abuse and Behavioral Health disorders, as needed, to Colusa County juveniles incarcerated in Tri-County Juvenile Rehabilitation Facility and Maxine Singer Youth Guidance Center, located at 1023 14th St., Marysville California 95901.

EXHIBIT B
COMPENSATION

The compensation to be paid by Colusa County to SYBH for the services shall be the fixed rate of \$88/hour (Eighty-Eight Dollars per hour), inclusive of documentation time.

The total annual compensation payable under this MOU, inclusive of all expenses shall not exceed **Thirty-Five Thousand Dollars (\$35,000.00)**. Colusa County shall make no payment to SYBH in any greater amount for any extra, further or additional services, unless such services and payment therefore have been mutually agreed to and this MOU has been formally amended in accordance with the provisions of this MOU.



Request For County Board of Supervisors Action

MEETING DATE: December 17, 2024

DEPARTMENT: County Administrative Office

FROM: Wendy Tyler

SUBJECT: Authorize Board Clerk to assign a County Contract Number to agreement number 23-ESG-18054 with the State of California Department of Housing and Community Development for Rapid Re-Housing Funding

Authorize Board Clerk to assign a County Contract Number to agreement number 23-ESG-18054 with the State of California Department of Housing and Community Development for Rapid Re-Housing Funding

Detailed Description/Background of request

This item is for procedural purposes only to authorize the Clerk of the Board to assign a Contract Number for the purpose of tracking.

Prior Board Action

On October 1, 2024 the Board of Supervisors approved Resolution No. 24-033 which approved submission of an application for funding and authorized the CAO to execute any Agreement if one was awarded.

Fiscal Impact/Funding Source

None on this item, procedural process to place County contract number on contract.

Action for the Clerk

Assign contract number and forward fully executed contract to Kirill Obraztsov. Scan contract into Laserfich, link to Resolution No. 24.033. Original has already been sent back to State by DHHS dept.

ATTACHMENTS:

- 23-ESG-18054 STD213 Pending (PDF)

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

23-ESG-18054

PURCHASING AUTHORITY NUMBER (If Applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Department of Housing and Community Development Agency (HCD)

CONTRACTOR NAME

County of Colusa Department of Health & Human Services Housing Department

2. The term of this Agreement is:

START DATE

Upon HCD Approval

THROUGH END DATE

October 15, 2025

3. The maximum amount of this Agreement is:

\$120,000

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

Exhibits		Title	Page
	Exhibit A	Authority, Purpose, and Scope of Work	7
	Exhibit B	Budget Detail and Payment Provisions	4
	Exhibit C *	General Terms and Conditions	GTC-04/201
+	Exhibit D	ESG Program Terms and Conditions	42
-			
+	Exhibit E	Project Specific Provisions and Special Terms and Conditions	2
-			

Items shown with an asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto.**These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>**IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.***CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

County of Colusa Department of Health & Human Services Housing Department

CONTRACTOR BUSINESS ADDRESS

251 E. Webster Street

CITY

Colusa

STATE

CA

ZIP

9593

PRINTED NAME OF PERSON SIGNING

Wendy G. Tyler

TITLE

County Administrative Officer

CONTRACTOR AUTHORIZED SIGNATURE

Wendy G. Tyler

Digitally signed by Wendy G.

Tyler

Date: 2024.11.15 17:16:04 -08'00'

DATE SIGNED

November 15, 2024

Attachment: 23-ESG-18054 STD213 Pending (10211 : Assign Contract Number to State of California HCD Standard Agreement 23-ESG-18054)

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

23-ESG-18054

PURCHASING AUTHORITY NUMBER (If Applicable)

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Housing and Community Development (HCD)

CONTRACTING AGENCY ADDRESS

651 Bannon Street Suite 400

CITY

Sacramento

STATE

CA

ZIP

9581

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

Exempt per SCM Vol. 1 4.04. A.3 (DGS memo dated 6/12/1981)

Attachment: 23-ESG-18054 STD213 Pending (10211 : Assign Contract Number to State of California HCD Standard Agreement 23-ESG-18054)

EXHIBIT A

AUTHORITY, PURPOSE, AND SCOPE OF WORK

1. Authority & Purpose

This Standard Agreement (hereinafter "Agreement") will provide official notification of the reservation of funds under the State of California's administration of the federal Emergency Solutions Grants Program Allocation (hereinafter, "ESG " or the "Program") by the Department of Housing and Community Development (hereinafter the "Department" or "HCD") pursuant to the provisions of 42 USC 11371 – 42 USC 11378, ("Federal Statutes"), the Catalog of Federal Domestic Assistance Number 14.231, and 24 CFR Part 576, ("Federal Regulations") and 25 California Code of Regulations (CCR) Section 8400 et seq. ("State Regulations") all as shall be amended from time to time.

Pursuant to the implementation of Assembly Bill No. 197 in 2022, which amended the Health and Safety Code D. 31, Pt. 2, Ch.19, upon which the State Regulations are authorized, the State Regulations are to be repealed upon the adoption of Guidelines for the Program. The Contractor is hereby noticed and invited to partake in the ESG stakeholder process for the purpose of the development and implementation of Guidelines. The Agreement, as executed under the effectiveness of the State Regulations, will continue to adhere to the State Regulations unless the Contractor and the Department mutually amend this Agreement to adopt the Guidelines and to remove application of the State Regulations.

ESG provides funds for a variety of activities to address homelessness as authorized under the federal Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009 and State program requirements. The California Department of Housing and Community Development (HCD) administers the ESG program with funding received from the U.S. Department of Housing and Urban Development (HUD).

The ESG program provides grant funding to one or more of the following:

- A. Engage homeless individuals and families living on the street.
- B. Rapidly re-house homeless individuals and families.
- C. Help operate and provide essential services in emergency shelters for homeless individuals and families; and
- D. Prevent individuals and families from becoming homeless. This contract specifically provides funding for specific program activities described in Exhibit D Section 3, Eligible Activities.

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HCD receives ESG funds from the United States Department of Housing and Urban Development (HUD) and then HCD (as Grantor) via this Agreement is making a grant of specific ESG funds to a grantee, who is also known as the Contractor. In accepting this reservation of funds, the "Contractor" as defined in Exhibit D, Section 2 (A)(11) agrees to comply with the terms and conditions of this Agreement, as it relates to the ESG Notice of Funding Availability (NOFA) under which the Contractor applied, the representations contained in the Contractor's Application for the ESG funding allocations, and the requirements of the authorities cited above. Any and all changes made to the submitted and awarded Application after this Agreement is executed must receive prior written approval from the Department.

2. Scope of Work

- A. Contractor shall perform the Scope of Work ("Work") required as described in this Agreement and in the Application, which is on file electronically with the Department and which is incorporated herein by reference. Contractor shall be responsible for ensuring its selected homeless service providers perform the Work set forth in Exhibit E of this Agreement. All written materials or alterations submitted as addenda to the original Application, and which are approved in writing by the Department are hereby incorporated as part of the Application. The Department reserves the right to require the Contractor to modify any or all parts of the Application in order to comply with ESG requirements. The Department reserves the right to monitor all Work to be performed by the Contractor and service providers in relation to this Agreement. Any proposed revision to the Scope of Work must be submitted in writing for review and approval by the Department and may require an amendment to this Agreement. Approval shall not be presumed unless such approval is made by the Department in writing.
- B. Contractor shall perform the Work, only in the areas as identified, and in accordance with the approved ESG Application and as required by Federal ESG requirements at 24 CFR Section 576 and 25 CCR Sections 8404 and 8407. Contractor's selected homeless service providers shall provide services in the areas identified in the application/award recommendation package submitted to the Department. Services shall be provided by the Contractor and the Contractor's funded service providers for at least the term of the ESG grant. For the purposes of performing the Scope of Work, the Department agrees to provide the amount(s) identified in Exhibit E Section 1, Project Specific Provisions Ex. A – E.1. Unless amended in writing, the Department shall not be liable for any costs in excess of the total approved budget. The Department shall not, under any conditions, be liable for any unauthorized or ineligible costs or activities.

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EXHIBIT A**3. Allocation of Funds Pursuant to State Regulation Section 8402, Effective Date and Commencement of Work**

This Agreement was effective upon the date of the Department representative's signature on page one of the fully executed Standard Agreement, STD 213, (the "Effective Date"). In addition, no program funds shall be incurred until any required environmental review process has been completed, as required under 24 CFR 58. Contractor agrees that the Work shall be completed by the expenditure date specified in Exhibit E Section 1, Project Specific Provisions, Provision Ex. A – E.2.

- A. Contractor must obligate all funds within 120 days from the date of the award notification letter for funding. "Obligate" means that the Contractor has placed orders, awarded contracts, received services, or entered similar transactions that require payment from the grant amount. In the case of an award made to a general-purpose local government, also known as an "Administrative Entity," that subcontracts with private nonprofit organizations via letters of awards and Service Provider Agreements, the service providers are subject to obligate the funds within 120 days from the date of the award notification letter received by the general-purpose local government.
- B. Contractor agrees to provide documentation satisfactory to the Department evidencing the obligation of ESG funds within 120 days from the date the Department made grant funds available to the Contractor. If the Contractor fails to provide such documentation, the Department may disencumber any portion of the amount authorized by this Agreement after providing a 14-day written notification.
- C. Contractor and its service providers agree that the Work shall be completed by the expenditure date specified in Exhibit A, Section 4 and that the Work will be provided for the full term of this Agreement.

4. Term of Agreement and Deadlines

- A. This Agreement will expire on the date described in Exhibit E, Project Specific Provisions, Provision Ex. A - E.2.
- B. All Program funds shall be expended by the date described in Exhibit E, Project Specific Provisions, Provision Ex. A - E.2.
- C. All Final Request for Funds (RFF) shall be submitted to the Department within 30 days after the expenditure deadline.

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- D. Contractor reimbursements will not be made after this Agreement expires.
- E. The first funds request must be submitted within 120 days from the execution date of this Agreement. Contractors are encouraged to submit a request for funds monthly and must submit one quarterly. If this expenditure expectation is not met, the Department reserves the right to mandate a corrective action or remediation plan to ensure future timely expenditure of ESG funds. (24 CFR 576.203)
- F. HCD may establish minimum disbursement amounts or other related procedures necessary for the efficient administration of the ESG program.
- G. Expenditure Milestone Expectations
 - 1) Contractor must expend at least 50 percent of their award 180 days prior to the expenditure deadline referenced in Exhibit E, Project Specific Provisions, Provision Ex. A – E.3.
 - 2) Should the Contractor not meet the expenditure milestone, The Department, in its sole and absolute discretion, reserves the right to recapture unexpended funds.
 - 3) Expenditure Milestone Expectations are described in Exhibit E, Project Specific Provisions, Provision Ex. A – E.3.
- H. Deadlines for Obligating Funds
 - 1) Within 60 days from the date that HUD signs the grant agreement with the State (or grant amendment for reallocated funds), the recipient must obligate the entire grant, except the amount for its administrative costs. This requirement is met by a subgrant agreement with, or a letter of award requiring payment from the grant to, a Contractor.
 - 2) Within 120 days after the date that the State obligates its funds to a unit of general-purpose local government, the Contractor must obligate all of those funds by a subgrant agreement with, or a letter of award requiring payment to, a private nonprofit organization; a procurement contract; or the written designation of a department within the government of the Contractor to directly carry out an eligible activity.
 - a) Expenditures. The recipient must draw down and expend funds from each year's grant not less than once during each quarter of the recipient's

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program year. All of the recipient's grant must be expended for eligible activity costs within 24 months after the date HUD signs the grant agreement with the recipient. For the purposes of this paragraph, expenditure means either an actual cash disbursement for a direct charge for a good or service or an indirect cost or the accrual of a direct charge for a good or service or an indirect cost.

- b) Payments to Contractors. The recipient must pay each Contractor for allowable costs within 30 days after receiving the Contractor's complete payment request. This requirement also applies to each Contractor that is a unit of general-purpose local government.

The Department may impose sanctions, as well as any other remedies available to it under law, on a Contractor for failure to abide by any State and federal laws and regulations applicable to the ESG program. As the Department deems appropriate or necessary, sanctions include, without limitation, any, or all of the following:

- i. Conditioning a future ESG grant on compliance with specific laws or regulations.
- ii. Directing a Contractor to stop incurring costs under the current grant.
- iii. Requiring that some or all of the grant amounts be remitted to the Department.
- iv. Reducing the amount of grant funds, a Contractor would otherwise be entitled to receive.
- v. Electing not to award future grant funds to Contractor, unless and until appropriate actions are taken by the Contractor to ensure compliance; and/or,
- vi. Taking any other actions permitted pursuant to 24 CFR 576.501 and 25 CCR Section 8416.

5. Scope of Work Revisions and Amendments

- A. Contract Revisions: Adjustments to the Scope of Work that do not require an increase or reduction of activity scope, or a change in the type of beneficiaries assisted may be completed as a Contract Revision. Contract Revisions must be

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approved by the Department in writing prior to implementation. If approved, Contract Revisions shall automatically be deemed a part of, and incorporated into, this Agreement. Approval shall be provided either through the online grant management system, or in writing, as appropriate. Contract Revisions shall include but not be limited to:

- 1) Budget revisions which do not change the total award amount.
 - 2) Changes to the Authorized Representative supported by the Resolution of the Authorizing Board.
 - 3) Proposals made by the Contractor to change the funded provider or eligible activity consistent with 25 CCR 8404, if necessary, to meet the requirements of this Chapter or to expend its funding allocation. Any change must still comply with the requirements of 25 CCR 8408 and 25 CCR 8409.
 - 4) Line-item changes to the budget provided that the Contractor notifies the Department of the need for changes to update the federal Integrated Disbursement and Information System (IDIS).
- B. Line-item changes representing more than 25 percent of the overall budget requires a contract amendment as referenced in 25 CCR 8411.

6. ESG Program Contract Management

- A. Department Contract Manager: For purposes of this Contract the ESG Program Contract Manager for the Department is the Program Manager of the ESG Program in the Division of Federal Financial Assistance, or such person's designee. Written communication regarding this Contract shall be directed to the ESG Program Representative at the following address:

Department of Housing and Community Development
 Division of Financial Assistance, Federal Programs Branch
 Emergency Solutions Grants Program Representative
 May Lee State Office Complex - Southwest Tower
 651 Bannon Street, Suite 700
 Sacramento, CA 95811
 Email: ESGNOFA@hcd.ca.gov

- B. Contract Management: Day-to-day administration of this Contract shall take place through the eCivis online grant management system, including, but not

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limited to:

- 1) Requests for Funds Forms.
 - 2) Budget Revision Forms.
 - 3) Annual Reports.
 - 4) Submittal of any and all requested supporting documentation.
 - 5) Standard Agreement Revisions (non-material contract changes).
 - 6) Standard Agreement Amendments (material contract changes).
- C. Contract Administrator: The Contract Administrator must be a Contractor employee as identified in Exhibit E, Project Specific Provisions, Provision Ex. A - E.4. Any notice, report, or other communication required by this Contract shall be directed to the Contract Administrator at the contact information identified in Exhibit E, Project Specific Provisions, Provision Ex. A - E.4. Written communication shall be directed to the Contract Administrator as identified in Exhibit E, Project Specific Provisions, Provision Ex. A – E.4.

7. Capacity to Contract

Contractor has the capacity and authority to fulfill the obligations required of and nothing prohibits or restricts the right or ability of Contractor to carry out the terms hereof.

8. Authority to Execute

Each Party executing this Agreement represents that it is authorized to execute this Agreement. Each person executing this Agreement on behalf of an entity, other than an individual executing this Agreement on their own behalf, represents that they are authorized to execute this Agreement on behalf of said entity.

9. Contractor's Contract Coordinators

Contractor's Authorized Representative for the Contract is identified in Exhibit E, Project Specific Provisions, Provision Ex. A – E.4. Unless otherwise informed, any notice, report or other communication required by this Contract will be mailed by first class mail to the address as shown in Exhibit E, Project Specific Provisions, Provision Ex. A – E.4

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EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Budget

Budget Detail: ESG funds shall be used for the activities as detailed in Exhibit E, Project Specific Provisions, Provision Ex. B – E.1 of this Agreement, as described under federal ESG regulations at 24 CFR Part 576, Subpart B – Program Components and Eligible Activities and 42 USC 11374, Section 415 Eligible Activities.

2. Availability of Funds

The Department's provision of funding to Contractor pursuant to this Agreement is contingent on the continued availability of ESG funds and continued federal authorization for ESG activities, as well as the conditions set forth in Exhibit D, Section 3, Eligible Activities. The Department's provision of funding is subject to amendment or termination due to lack of funds or proper authorization. This Agreement is subject to written modification or termination, as necessary, by the Department in accordance with requirements contained in any future state or federal legislation and/or state or federal regulations. All other modifications must be in written form and approved by both parties.

3. Method of Payment

Payments to Contractor shall be made on a reimbursement basis with the exception that a Contractor may request an operating advance of \$5,000.00- or 30-days working capital, whichever is greater. A request for an operating advance must be received by the Department within 60 days of the Effective Date of this Agreement. To receive payment for the Work performed, or to receive an operating advance, the Contractor must submit, on forms provided by the Department, a duly executed ESG Request for Funds (RFF). The Contractor shall submit all RFFs to the Department, as referenced in Exhibit A, Section 4, Term of Agreement and Deadlines via the online eCivis Grants Network portal. Each RFF must also be accompanied by a completed Detailed Expense Report (DER) as provided by the Department. The Department shall not authorize payments unless it determines that the Work has been performed in compliance with the terms of this Agreement. Contractor shall not receive an operating advance or be reimbursed for expenditures incurred prior to the Effective Date of this Agreement, unless otherwise approved by the Department pursuant to Exhibit A, Section 3, Allocation of Funds Pursuant to State Regulation Section 8402, Effective Date and Commencement of Work. Reimbursements will not be made after this Contract expires.

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All Requests for Funds shall include expenditure detail. Pursuant to 24 CFR 576.201, all Requests for Funds are required to show match documentation which includes match source and amount. Contractor also certifies that detailed supporting documentation verifying each expenditure is available and shall be retained by the Contractor for five (5) years after the Department closes its HUD grant.

NOTE: Record retention is based on the Department's HUD closing date; NOT five (5) years from this Agreement expiration. The retention requirement can extend beyond five (5) years after this Agreement expires. Therefore, the Contractor must contact the Department for the specific record retention date for this Agreement.

Contractor shall not be reimbursed for expenditures incurred after the expiration date of this Agreement, as set forth in Exhibit E, Project Specific Provisions, Provision Ex. A - E.2.

4. Budget Changes

After the Effective Date of this Agreement, no changes shall be made to the program budget, funded homeless service providers, or eligible activities without prior written approval from the Department. Any changes to this Agreement must be made in writing and approved by both the Department and the Contractor. The proposed change/s must be consistent with 25 CCR 8403 and must also comply with the requirements in 25 CCR Sections 8408 and 8409.

Contractor agrees to notify the Department in writing of any line-item changes to the budget needed for the Department to update as explained in Exhibit A, Section 5(A)(4). Line-item changes representing more than 25 percent of the overall project budget, a contract amendment is required (25 CCR 8411).

5. Ineligible Costs

- A. ESG funds shall not be used for costs associated with activities in violation of any law or for any activities considered ineligible per 24 CFR 576. The Department reserves the right to request additional information and clarification to determine the reasonableness, necessity, and eligibility of all costs to be paid with ESG funds made available by this Agreement. If Contractor or its funded service providers use ESG funds for the costs of ineligible activities, Contractor shall be required to reimburse these funds to the Department immediately. Further, Contractor shall be prohibited from applying to the Department for subsequent

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ESG funds until the Department is fully reimbursed.

- B. An expenditure which is not authorized by this Contract, or which cannot be adequately documented, must be immediately repaid to the Department or its designee, by the Contractor. Expenditures for work not described in Section 1 above, may be authorized only if approved in writing by the Department prior to the commencement of the work.
- C. The Department, at its sole and reasonable discretion, shall make the final determination regarding the allowability of expenditures.
- D. Pursuant to State ESG Regulations 25 CCR 8408(d), funds shall not be used for Renovation, Conversion, Major Rehabilitation activities as defined in 24 CFR 576.2, and 24 CFR 576.102. Minor repairs to an ESG-funded Emergency shelter that do not qualify as Renovation, Conversion or Major Rehabilitation are an eligible use of State ESG funds.

6. Indirect Costs

Contractors and/or service providers will allow their providers to seek reimbursement for indirect costs. The applicant must:

- A. Comply with all Office of Management and Budget (OMB) requirements and standards including 2 CFR 200.403, 200.415, and 2 CFR Part 200 Appendix IV.
- B. Certify that any providers seeking reimbursement for indirect costs at the de minimis rate of 10%, do not meet the definition of a major nonprofit organization as defined by OMB 2 CFR 200.414; and,
- C. Maintain records including evidence of the Modified Total Direct Cost (MTDC), per 2 CFR Section 200.68 calculations, indirect cost limits, and supporting documentation for actual direct cost billing.
- D. Pursuant to 2 CFR Section 200.331(a)(4), the Indirect Cost Rate for the Subrecipient shall be an approved federally recognized indirect cost rate negotiated between the Subrecipient and the Federal government, or, if no such rate exists, the De Minimis indirect cost rate as defined in 2 CFR Section 200.414(b) Indirect (F&A) costs. Indirect costs may be allocated to each eligible activity under 24 CFR 576.101 through 24 CFR 576.108, so long as that

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allocation is consistent with 2 CFR Part 200, Subpart E. Subrecipient shall maintain records including evidence of the Modified Total Direct Cost (MTDC), per 2 CFR Section 200.68 calculations, indirect cost limits, and supporting documentation for actual direct cost billing.

7. Duplication of Benefits

Pursuant to both Federal and State law, all ESG costs must be:

- A. Necessary.
- B. Reasonable.
- C. If applicable, there can be no duplication of benefit.
- D. ESG funds cannot be used to supplant local or state resources, and
- E. Applicant must guard against fraud (see Exhibit D, Section 35, Evaluation of Program Participant Eligibility and Needs) and ineligible uses of ESG funds and (See 24 CFR Section 576.1; Housing (HEARTH) Act of 2009 SEC. 402 (f)(3)(A), 24 CFR Section 576.107(3)(a), 24 CFR Section 576.400(f)).

8. Compatibility of Program Funds

"It is the duty and responsibility of each Applicant to review the provisions, requirements, and limitations of all funding sources applied for and obtained for a particular project, program, or activity in order to ensure that each and every requirement of those funding sources are compatible with all HCD program requirements and restrictions. Incompatibility of funding sources will result in the denial or cancellation of an award or may result in the placement of conditions or limitations on an award, all as determined by HCD in its sole and absolute discretion".

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ESG PROGRAM TERMS AND CONDITIONS

1. Federal Grant Identification

HUD Grant No: E-23-DC-06-0001

CFDA Number: 14.231

Date HUD Grant Agreement Signed: August 15, 2023

2. Definitions

A. In addition to the definitions found in 42 USC section 11371 (section 411) and 24 CFR section 576.3 the following definitions shall apply to this subchapter.

- 1) "Action Plan" means the annual plan required by HUD pursuant to 24 CFR Part 91 governing the distribution and use of ESG funds allocated by HUD to states and local governments.
- 2) "Administrative activities" is defined at 24 CFR 576.108.
- 3) "Administrative Entity" means a Unit of general-purpose local government approved by the Department pursuant to 25 CCR 8403 to administer State ESG funds.
- 4) "Application" means Contractor's ESG application submitted in response to the ESG NOFA.
- 5) "At Risk of Homelessness" as defined in 24 CFR 576.2.
- 6) "Balance of State Allocation" means funds allocated pursuant to the requirements of sections 8404 through 8407
- 7) "City" is defined at 42 USC section 5302(a)(5).
- 8) "Continuum of Care" is defined under 24 CFR 576.2. means the group composed of representatives of relevant organizations, which generally includes nonprofit homeless providers; victim Service Providers; faith-based organizations; governments; businesses; advocates; public housing agencies; school districts; social Service Providers; mental health

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agencies; hospitals; universities; affordable housing developers; law enforcement; organizations that serve homeless and formerly homeless veterans, and homeless and formerly homeless persons that are organized to plan for and provide, as necessary, a system of outreach, engagement, and assessment; emergency shelter; rapid re-housing; transitional housing; permanent housing; and prevention strategies to address the various needs of homeless persons and persons at risk of homelessness for a specific geographic area.

- 9) "Continuum of Care Service Area" means the entire geographic area within the boundaries of an Eligible Continuum of Care.
- 10) "Contract" see "Standard Agreement" defined below.
- 11) "Contractor" means a state law contractor entity that enters into a Standard Agreement (STD 213) with the Department for ESG funds, per (State Contracting Manual, Glossary; 25 CCR 8401), and becomes a federally defined subrecipient under 24 CFR 576.2 Definitions, see 2 CFR 200.1, but not a federally defined contractor under 2 CFR 200.331. Subrecipient is often used synonymously with contractor.
- 12) "Coordinated Entry" means the system of program access, needs assessment and prioritization developed by a Continuum of Care pursuant to 24 CFR 576.400 (d), and associated HUD requirements and guidance. This term is also known as "Coordinated Entry System", "Coordinated Assessment" or "Centralized Assessment".
- 13) "Core Practices" means the practices and protocols of delivering ESG Eligible activities as specified in 24 CFR 576.
- 14) "Department" means the California Department of Housing and Community Development.
- 15) "ESG" is the acronym for the Emergency Solutions Grants program.
- 16) "Eligible Activities" mean those activities upon which ESG funds may be expended as defined under 24 CFR 576, Subpart B. Additionally, Eligible Activities may include or be limited by the State ESG Regulations, as applicable.

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- 17) "Eligible Continuum of Care" means a Continuum of Care in the State that has within its Service Area at least one Nonentitlement Area.
- 18) "Eligible Organization" means a Private Nonprofit Organization or a Unit of General-Purpose Local Government that provides, or contracts with Private Nonprofit Organizations to provide Eligible Activities.
- 19) "Emergency Shelter" is any facility, the primary purpose of which is to provide a temporary shelter for the homeless in general or for specific populations of the homeless and which does not require occupants to sign leases or occupancy agreements. Any project funded as an emergency shelter under a Fiscal Year 2010 Emergency Solutions grant may continue to be funded under ESG. 24 CFR 576.2.
- 20) "ESG Entitlement" means a Unit of General-Purpose Local Government that meets one of the following:
 - a) is a Metropolitan City or Urban County as defined under 42 USC 5302 that receives an allocation of ESG funds directly from HUD.
 - b) is in a Nonentitlement Area that has entered into an agreement with an Urban County to participate in that locality's ESG program, or
 - c) is a Metropolitan City or Urban County that have entered into a joint agreement with one another to receive and administer a combined direct allocation of ESG funds from HUD.
- 21) "ESG Entitlement Area" or "Entitlement Area" means the geography within an ESG Entitlement's boundaries.
- 22) "ESG Nonentitlement" means a Unit of General-Purpose Local Government that does not receive ESG funding directly from HUD and is not participating as an ESG Entitlement Area.
- 23) "ESG Nonentitlement Area" means the geography within an ESG Nonentitlement's boundaries.
- 24) "Governing Board" – means Board of Supervisors for a County applicant and means City Council for a city applicant.

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- 25) "HMIS" means Homeless Management Information System as defined under 24 CFR 576.2. Use of the term "HMIS" within these regulations shall also include use of a comparable database, as permitted by HUD under 24 CFR Part 576.
- 26) "Homeless" is defined at 24 CFR 576.2.
- 27) "Homelessness Prevention Activities" means activities or programs described in 24 CFR 576.103.
- 28) "HUD" means the United States Department of Housing and Urban Development.
- 29) "NOFA" is the acronym for a "Notice of Funding Availability".
- 30) "Nonentitlement Area" is defined means an area which is not a metropolitan city or part of an urban county and does not include Indian tribes. 42 USC 5302(7).
- 31) "Operations" means the category of ESG activities that includes shelter maintenance, operation, rent, repairs, security, fuel, equipment, insurance, utilities, food, and furnishings.
- 32) "Private Nonprofit Organization" means a private nonprofit organization that is a secular or religious organization described in section 501(c) of the Internal Revenue Code of 1986 and which is exempt from taxation under subtitle A of the Code, has an accounting system and a voluntary board, and practices nondiscrimination in the provision of assistance. A private nonprofit organization does not include a governmental organization, such as a public housing agency or housing finance agency as defined in 24 CFR 576.2.
- 33) "Program" shall mean the Emergency Solutions Grants Program ("ESG").
- 34) "Rapid Re-Housing" means the activities to provide housing relocation and stabilization services and short- and/or medium-term rental assistance as necessary to help a homeless individual or family move as quickly as possible into permanent housing and achieve stability in that housing. (24 CFR 576.104)

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- 35) "Service Area" has the same meaning as the term "Continuum of Care Service Area".
- 36) "Service Providers" refer to "continuum of care" definition above
- 37) "Site" means one or more facilities where the program(s) is being carried out.
- 38) "Site Control" means the legal right to occupy and use the Site, as evidenced by such things as:
 - a) a deed demonstrating ownership in fee title.
 - b) a lease demonstrating a leasehold interest in the Site and its improvements for at least the term of the ESG grant.
 - c) an enforceable option to purchase or lease a site provided that such option will be for at least the term of the ESG grant, or
 - d) For rotating shelter programs, Site Control may include other evidence provided by the applicant granting permission to use the site(s). Such evidence must be approved by the Department in writing prior to the deadline for submission of the ESG applications stated in the applicable NOFA.
- 39) "Standard Agreement" means the contract entered into by the Department and the ESG Administrative Entity (also known as Contractor) setting forth the basic terms and conditions governing the awards of ESG funds.
- 40) "Subrecipient" means an entity that enters into a Standard Agreement with the Department for general-purpose local government or private nonprofit organization to which a recipient makes available ESG funds. (25 CCR 8401). (24 CFR 576.2) Throughout this Standard Agreement is referred to as Contractor.
- 41) "Subcontractor" means an entity that is performing work as shown under 24 CFR 576.100(A) as described in Exhibit A, Section 2 ESG funds for a Contractor or Service Provider.
- 42) "Unit of General-Purpose Local Government" refer to 19 above. 24 CFR 576.2.

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- 43) "Written Standards" means the standards, policies, and procedures adopted by an Administrative Entity for providing ESG Eligible Activities pursuant to the requirements of 24 CFR 576.400 (e).

Note: Authority cited: Section 50406(n), Health and Safety Code. Reference: 42 USC 5302, 42 USC 11302, 42 USC 11371, 42 USC 11373, 24 CFR 576.3, 24 CFR 576.400, and CFR 576.2.

3. Eligible Activities

ESG funds awarded to the Contractor shall be used for the Eligible Activities set forth in Exhibits B and D, as permitted under the federal ESG regulations at 24 CFR Part 576. The following additional provisions or requirements shall apply:

- A. For Rapid Re-Housing (RR) and Homelessness Prevention (HP) activities, no subpopulation targeting will be permitted except if documentation of all of the following is provided to the Department prior to the award of funds for these activities and is approved by the Department:
 - 1) Evidence that there is an unmet need for these activities for the subpopulation proposed for targeting; and,
 - 2) Evidence that there is existing funding in the Continuum of Care Service Area for programs that address the needs of the excluded populations for these activities.
- B. Pursuant to 2 CFR 200.414(f) OMB requirements, Contractor may permit homeless service providers receiving ESG funds to charge an indirect cost allocation to their grant. The indirect cost allocation may not exceed ten percent (de-minimis) of the allowable direct costs under the ESG activity unless a higher limit for the indirect cost allocation has been approved by the applicable Federal agency pursuant to OMB requirements. Indirect Costs are those that have been incurred for common or joint objectives and cannot be readily identified with a particular final cost objective or activity.
- C. Funding for administrative activities is only available to a unit of local government under the Balance of State Allocation. The amounts available for administrative activities will be announced in the Annual Action Plan and NOFA, 25 CCR 8402.
- D. Rental assistance payments provided as part of an RR or HP activity under

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24 CFR Part 576.106 cannot exceed HUD's Fair Market Rent (FMR) as provided under 24 CFR Part 888 and must comply with HUD's standard for rent reasonableness as established under 24 CFR Part 982.507. Contact your HCD representative in the Federal Programs Branch for further assistance.

- E. All provisions of 24 CFR 576 and CCR Title 25, Division 1, Chapter 7 shall apply including, but not limited to the following:
- 1) The maximum allocation spending cap on Emergency Shelter and Street Outreach activities of sixty percent (60%) of the aggregate amount of assistance provided for the contractor established pursuant to 24 CFR 576.100(b).
 - 2) None of the ESG funds provided may be used to require people experiencing homelessness to receive treatment or perform any other prerequisite activities as a condition for receiving shelter.
 - 3) A maximum of ten (10) percent of the funds provided under this Agreement may be used for Homeless Management Information System (HMIS) activities as set forth in the Annual Action Plan.
 - 4) Homelessness Prevention activities are limited to 10% of a funded project as set forth in the Annual Action Plan.
 - 5) An Emergency Shelter or Rapid Re-Housing project may also contain up to 10% in Homelessness Prevention or Street Outreach activities as set forth in the Annual Action Plan.
 - 6) The Street Outreach or Rapid Re-Housing activity may be subcontracted to another eligible provider or may be provided directly by the Contractor. Subcontracting ESG funds to other programs for purposes of carrying out activities that are not part of the program awarded funds under the Standard Agreement is not permitted. (24 CFR 576.101 and 24 CFR 576.104).
 - 7) ESG funds shall not be used for Renovation, Conversion, or Major Rehabilitation activities pursuant to 24 CFR 576.102. Minor repairs to an ESG funded Emergency Shelter that do not qualify as Renovation, Conversion, or Major Rehabilitation are an eligible use of ESG funds (25

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CCR 8408(d)).

- 8) Notwithstanding the location requirement in subdivision (a) above, an approved Administrative Entity shall also be eligible to administer funds for geographically contiguous Continuums of Care that are eligible to receive funds under the Balance of State Allocation and that agree to administration of their allocation by the Administrative Entity. One hundred percent of both allocations shall be used for Rapid Re-Housing activities pursuant to the requirements of 25 CCR 8408 and 8409. (25 CCR 8403 (a)(1)).
- 9) An Eligible Continuum of Care may recommend a provider for Rapid Re-Housing activities. The Action Plan will propose minimum and maximum percentages of the Service Area allocation that shall be designated for these activities (25 CCR 8404 (2)(E)).
- 10) Funds remaining after allocating for Rapid Re-Housing activities pursuant to 25 CCR 8404 (a)(2) will be made available within three regional allocations as follows: (25 CCR 8404 (a)(3))
 - a) Northern Region comprised of the Service Areas for the Continuums of Care covering the counties of Amador, Butte, Calaveras, Colusa, Del Norte, Glenn, Humboldt, Lake, Lassen, Mendocino, Modoc, Plumas, Shasta, Sierra, Siskiyou, Sutter, Tehama, Trinity, Tuolumne, Yuba.
 - b) Bay Area Region comprised of the Service Areas for the Continuums of Care covering the counties of Marin, Napa, Santa Cruz, and Solano.
 - c) Central and Imperial Valley Region comprised of the Service Areas for the Continuums of Care covering the counties of Alpine, El Dorado Imperial, Inyo, Kings, Mariposa, Merced, Mono, Nevada Placer, Tulare, Yolo.
 - d) The configuration of Service Areas within each region may change subject to individual Continuum of Care or ESG Entitlement Area designations made by HUD. The counties belonging to each region will be announced in the NOFA.

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- e) All applications for funds available under the regional allocations will be evaluated by the Department pursuant to the requirements of 25 CCR 8406, 8408, and 8409. Depending on whether the regional allocations are oversubscribed, applications submitted for funds within a regional allocation may be rated and ranked pursuant to the requirements of 25 CCR 8407.

4. State Contract Manual Requirements (Section 3.11, Federally Funded Contracts) (Rev. 3/03)

All contracts, except for State construction projects that are funded in whole or in part by the Federal government, must contain a thirty-day cancellation clause and the following provisions:

- A. It is mutually understood between the parties that this Agreement may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds to avoid Program and fiscal delays that would occur if the Agreement were executed after that determination was made.
- B. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the purpose of this Program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by Congress or to any statute enacted by Congress that may affect the provisions, terms, or funding of this contract in any manner.
- C. The parties mutually agree that if Congress does not appropriate sufficient funds for the Program, this Agreement shall be amended to reflect any reduction in funds.
- D. The Department has the option to invalidate the contract under the thirty (30) - day cancellation clause or to amend the contract to reflect any reduction in funds.

5. Sufficiency of Funds and Termination

- A. The Department may terminate this Agreement at any time for cause by giving a minimum of fourteen (14) days' notice of termination, in writing, to the Contractor.

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Cause shall consist of violations of any terms and/or special conditions of this Agreement; the Federal Statutes; the Federal Regulations; the State Regulations; withdrawal of the Department's expenditure authority. Upon termination of this Agreement, unless otherwise approved in writing by the Department, any unexpended funds received by the Contractor shall be returned to the Department within thirty (30) days of the Notice of Termination.

- B. This Agreement may have been written before determining the availability of congressional appropriation of funds. It is mutually understood between the parties that this Agreement is written for the mutual benefit of both parties to avoid program and fiscal delays.
- C. This Agreement is valid and enforceable only if sufficient funds are made available to the Department by the United States Government for the purposes of this Program. In addition, this Agreement is subject to any additional restrictions, limitations or conditions, or statute, regulations or any other laws, whether federal or of the State of California, or of any agency, department, or any political subdivision of the federal or the State of California governments, which may affect the provisions, terms or funding of this Agreement in any manner.
- D. It is mutually agreed that if Congress does not appropriate sufficient funds for the Program, this Agreement shall be amended to reflect any reductions in funds.
- E. The Department has the option to terminate this Agreement under the thirty (30) day cancellation clause or to amend this Agreement to reflect any reduction of funds.
- F. Contractor shall administer termination of assistance in accordance with 24 CFR 576.402.

6. Transfers

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

7. Contractors and Service Providers

- A. Contractor, or its Service Providers, shall not enter into any Agreement, written or

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oral, with any subcontractor without the prior written determination by the Department of the Contractor's eligibility. A Contractor or Service Provider is not eligible to receive grant funds if the subcontractor is not licensed and in good standing in California or is listed on the Federal Consolidated List of Debarred, Suspended and Ineligible Contractors.

- B. Any party to a third-party agreement between the Contractor, Subrecipient or Service Provider, and any contractor or subcontractor hired by the Subrecipient, or Service Provider shall require the contractor or subcontractor, if any, to do the following:
- 1) Perform the Work in accordance with Federal, State, and local housing and building codes, as applicable.
 - 2) Comply with the labor standards described in this Exhibit, Section 21, as applicable. In addition to the requirements of this Exhibit, all contractors and subcontractors must comply with the provisions of the California Labor Code, as applicable.
 - 3) Comply with the applicable Equal Opportunity Requirements, described in this Exhibit, Section 15.
 - 4) Maintain at least the minimum State-required worker's compensation insurance for those employees who will perform the Work or any part of it.
 - 5) Maintain, as required by law, unemployment insurance, disability insurance, and liability insurance in an amount to be determined by the Department, which is reasonable to compensate any person, firm, or corporation who may be injured or damaged by the Contractor or any subcontractor in performing the Work or any part of it. Such insurance shall be endorsed to include a waiver of subrogation rights against the Department its officers, officials, employees, volunteers, agents, and representatives. Such policies shall be written by California licensed insurers with Best ratings of not less than A: VII in the most recent edition of Best Rating Guide.
 - 6) Contractor agrees to include all the terms of this Contract in each subcontract and the Department shall have no liability for Service Provider's failure to comply with this obligation.

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- C. The Department reserves the right of pre-award review and approval of all proposed contracts and related procurement documents, such as requests for proposals and invitations for bids, where the subcontract amount exceeds \$25,000.00.

8. Core Practices

- A. All ESG funded activities shall operate in a manner consistent with ESG requirements and perform all services in a competent, professional, and first-class manner and to the satisfaction of the Department.
- B. All Service Providers receiving ESG funds shall take actions to create an effective, welcoming, and affirming environment for all program participants and employees, including, but not limited to, persons of different races, ethnicities, sexual orientations, gender identities, and gender expressions.
- C. The Contractor will establish and implement to the maximum extent practicable and where appropriate, protocols, policies, and procedures for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, mental health facilities, foster care or other youth facilities or correction programs and institutions) in order to prevent this discharge from immediately resulting in homelessness for these persons.
- D. The Contractor will develop and implement procedures to ensure the confidentiality and protection of all records containing personally identifying information of any individual or family who applies for and/or receives ESG assistance. Furthermore, the records pertaining to any individual provided family violence prevention or treatment services under any project assisted under the ESG program, must be protected against the release of the address or location of any family violence shelter project, except with the written authorization of the person responsible for the operation of the shelter.
- E. If ESG funds are used for shelter operations or essential services related to Street Outreach or Emergency Shelter, the Contractor will ensure the Service Provider(s) will provide services or shelter to homeless individuals and families for the period during which the ESG assistance is provided, without regard to a particular site or structure, so long as the Contractor serves the same type of persons (e.g., families with children, unaccompanied youth, veterans, disabled individuals or victims of domestic violence) or persons in the same geographic area.

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- F. The Contractor will ensure the Service Providers will assist homeless individuals in obtaining permanent housing, appropriate supportive services (including medical and mental health treatment, counseling, supervision, and other services essential for achieving independent living) and other federal, state, local, and private assistance available for such individuals.
- G. If required, the Contractor shall have the sole and exclusive responsibility for providing relocation assistance and paying all relocation costs required to comply with all applicable federal and state laws, rules, and regulations, including the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 USC 4601 et seq., as amended and implementing regulations, and HUD Handbook 1378. Contractor shall indemnify, defend, and hold the Department harmless from and against any claims, liabilities, damages, or losses made against it by tenants or occupants of the Site, including without limitation claims for relocation assistance, inverse condemnation, and claims otherwise arising from any act or omission of Contractor pursuant to the provision of relocation assistance.
- H. To the maximum extent practicable the Contractor and its Service Providers, will involve homeless individuals and families, through employment, volunteer services, or otherwise, in constructing, renovating, maintaining, and operating facilities assisted under ESG and in providing services for occupants of facilities assisted by ESG.

9. Shelter and Housing Standards

Emergency shelters must also meet the minimum safety, sanitation, and privacy standards at 24 CFR 576.403(b), including but not limited to, accessibility standards in accordance with Section 504 of the Rehabilitation Act (29 USC 794) and implementing regulations at 24 CFR part 8, the Fair Housing Act (42 USC 3601 et seq.) and implementing regulations at 24 CFR part 100, Title II of the Americans with Disabilities Act (42 USC 12131 et seq.), and 28 CFR part 35, where applicable.

If Rapid Re-Housing or Homeless Prevention assistance is provided, the assisted housing must meet the minimum habitability standards at 24 CFR 576.403(c).

10. Inspections

- A. Contractor shall inspect any Work performed hereunder to ensure that the Work is being and has been performed in accordance with the applicable Federal,

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State and/or local requirements and this Agreement.

- B. The Department reserves the right to inspect any Work performed hereunder to ensure that the Work is being and has been performed in accordance with the applicable Federal, State and/or local requirements, and this Agreement.
- C. Contractor agrees to require that all non-conforming Work be corrected and to withhold payments to the Service Provider or subcontractor until such Work is corrected.

11. Monitoring Grant Activities

- A. Contractor shall monitor the activities selected and awarded by them to ensure compliance with all ESG requirements. An onsite or desk monitoring of homeless Service Providers shall occur whenever determined necessary by the Contractor but at least once during the grant period.
- B. The Department will monitor the performance of the Contractor based on a risk assessment and according to the terms of this Agreement. The Department may also monitor any Service Providers of the Contractor as the Department deems appropriate based on a risk assessment.
- C. The Department will monitor the performance of Contractor and funded projects based on the performance measures used by HUD in ESG or the Continuum of Care program. In the event that project-level or system-wide performance consistently remains in the lowest quartile compared to all participating Service Areas in the Continuum of Care allocation, the Department will work collaboratively with the Contractor to develop performance improvement plans which will be incorporated into this Standard Agreement.
- D. If it is determined that a Contractor or any of its Service Providers falsified any certification, application information, financial, or contract report, the Contractor shall be required to immediately reimburse the full amount of the ESG award to the Department and may be prohibited from any further participation in the ESG program. The Department may also impose any other actions permitted under 24 CFR 576.501 (c).
- E. As requested by the Department, the Contractor shall submit to the Department all ESG monitoring documentation necessary to ensure that Contractor and its Service Providers are in continued compliance with all ESG requirements. Such

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documentation requirements and the submission deadline(s) shall be provided by the Department when the information is requested from the Contractor.

- F. Contractor and its Service Providers shall cooperate with the Department and shall make available to the Department all information, documents, and records reasonably requested. Copies of these items will also be made available to the Department upon their request. Contractor shall provide the Department the reasonable right of access to the Site during normal business hours for the purpose of assuring compliance with this Agreement and evaluating the Contractor's performance.

12. Compliance with Federal and State Laws and Regulations

The Contractor and its Service Providers shall comply with the policies, guidelines, and requirements under 2 CFR, Part 200 and 25 CCR Division 1, Chapter 7, Subchapter 20 as applicable, as they relate to the cost principles, audit requirements, acceptance, and use of federal funds under 2 CFR, Part 200 and 25 CCR Division 1, Chapter 7, Subchapter 20.

- A. The Contractor agrees to comply with all Federal and State laws and regulations applicable to the ESG Program and to the grant activity(ies), and with any other federal provisions as set forth in this Agreement. The Contractor agrees to comply with all Federal and State laws and regulations that pertain to construction, health and safety, labor, fair employment practices, equal opportunity, and all others matters applicable to the Contractor its Service Providers or subcontractor and the Work. This includes, but is not limited to, complying with all relevant sections of 2 CFR Part 200.
- B. Contractor shall indemnify, protect, defend, and hold harmless the Department from and against any and all loss, liability, damage, claim, cost, and/or expense (including reasonable attorneys' fees, court and litigation costs, and fees of expert witnesses) that result or arises in any way from the noncompliance by Contractor or Service Provider personnel of any applicable local, state, and/or federal law or requirement.

13. Procurement of Goods and Services

Prior to the drawdown of ESG funds for the Contractor's purchase of goods or services, Contractor, shall comply with the Procurement Standards contained in 2 CFR 200.317-

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.326. Contractor when procuring goods with ESG funds, must provide the Department with evidence of compliance with these requirements, as applicable.

14. Procurement of Recovered Materials

Contractor and its Service Providers must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceed \$10,000.00 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000.00; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

15. Equal Opportunity Requirements and Responsibilities

- A. Title VI of the Civil Rights Act of 1964, as amended, including 24 CFR Part 1: This act provides that no person shall be excluded from participation, denied program benefits, or subject to discrimination based on race, color, and/or national origin under any program or activity receiving federal financial assistance. In regard to the sale or lease of a Site, Contractor shall cause or require a covenant running with the land to be inserted in the deed and leases prohibiting discrimination under this Title, and providing that State of California and the United States are beneficiaries of and entitled to enforce such covenants. Contractor shall enforce such covenant and shall not itself so discriminate.
- B. Title VII of the Civil Rights Act of 1968 (The Fair Housing Act): This act prohibits discrimination in housing on the basis of race, color, religion, sex and/or national origin. This law also requires actions which affirmatively promote fair housing.
- C. Civil Rights Restoration Act of 1987: This act restores the broad scope of coverage and clarifies the application of the Civil Rights Act of 1964. It also specifies that an institution which receives federal financial assistance is prohibited from discriminating on the basis of race, color, national origin, religion, sex, disability or age in a program or activity which does not directly benefit from such assistance.

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- D. Section 109 of Title 1 of the Housing and Community Development Act of 1974 [42 USC 5309]: This section of Title 1 provides that no person shall be excluded from participation (including employment), denied program benefits, or subject to discrimination on the basis of race, color, national origin, or sex under any program or activity funded in whole or in part under Title 1 of the Act.
- E. The Fair Housing Amendment Act of 1988: This act amended the original Fair Housing Act to provide for the protection of families with children and people with disabilities, strengthen punishment for acts of housing discrimination, expand the Justice Department jurisdiction to bring suit on behalf of victims in federal district courts, and create an exemption to the provisions barring discrimination on the basis of familial status for those housing developments that qualify as housing for persons age fifty-five (55) or older.
- F. Affirmatively Furthering Fair Housing (AFFH): The Fair Housing Act in 1968 to prohibits discrimination in the sale, rental, and financing of housing based on race, religion, and national origin. Over time the law expanded its protections to include discrimination based on sex, disability, and familial status. The law also introduced the need to go beyond just prohibiting discrimination to instead creating real housing choice by affirmatively furthering fair housing. In 2018 California adopted AB 686 which expands upon the fair housing requirements and protections outlined in the Fair Employment and Housing Act (FEHA). The duty to affirmatively further fair housing extends to all of a program participant's activities and programs relating to housing and urban development. AB 686 creates new requirements that apply to all housing elements due for revision on or after January 1, 2021. Affirmatively Furthering Fair Housing requires taking meaningful actions to combat discrimination, overcome patterns of segregation, and foster inclusive communities free from barriers that restrict access to opportunity based on protected characteristics. Jurisdictions must take meaningful actions that when taken together, address significant disparities in housing needs and access to opportunity. Such actions may include, replacing segregated living patterns with truly integrated and balanced living patterns, transforming racially or ethnically concentrated areas of poverty into areas of opportunity, and fostering and maintaining compliance with civil rights and fair housing laws. (24 CFR parts 91, 92, 570, 574, 576, and 903)(24 CFR 5.151-24 CFR 5.152).
- 1) For ESG, AFFH requires collecting demographic data for the homeless and analyzing it to develop more equitable ways to serve the homeless population. Please refer to the 2022 ESG BoS NOFA for additional guidance

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regarding this process.

- G. Advancing Racial Equity: Pursuant to direction from HUD, as provided at the links below, Contractors should prioritize the advancement of racial equity at all levels of the homeless response system. The Department asks Contractors to be leaders in their homeless response systems, facilitating partnerships among service organizations and promoting racial equity practices. Contractors must respond to disproportionality in access to services, service provision and outcomes. Contractors cannot simply rely on delivering a standardization of services to address equity. Contractors have the responsibility to examine their data to ensure all eligible persons receive equitable services, support, and are served with dignity, respect, and compassion regardless of circumstances, ability, or identity.

The Department recommends that Contractors refer to and utilize the Racial Equity Tools available on the HUD Exchange to inform efforts to advance racial equity within the homeless response system. The tools are currently available at the following link:

<https://www.hudexchange.info/news/new-coc-racial-equity-analysis-tool/>

The Department also encourages Contractors to refer to the Increasing Equity in the Homeless Response System through Expanding Procurement Tool from the HUD Exchange to help guide practices in this area at the following current link: [Advancing Racial Equity and Fair Housing Learning Brief - HUD Exchange](#)

- H. The Housing for Older Persons Act of 1995 (HOPA): Retained the requirement that the housing facilities must have one person who is fifty-five (55) years of age or older living in at least eighty percent (80%) of its occupied units. The act also retained the requirement that housing facilities publish and follow policies and procedures that demonstrate intent to be housing for persons fifty-five (55) or older.
- I. The Age Discrimination Act of 1975, as amended, including 24 CFR Part 146: This act provides that no person shall be excluded from participation, denied program benefits, or subject to discrimination on the basis of age under any program or activity receiving federal funding assistance. Effective January 1987, the age cap of seventy (70) was deleted from the laws. Federal law preempts any State law currently in effect on the same topic.

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- J. Section 504 of the Rehabilitation Act of 1973, as amended: It is unlawful to discriminate based on disability or handicap in federally assisted programs. This Section provides that no otherwise qualified individual shall, solely by reason of their disability or handicap, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving federal funding assistance. Section 504 also contains design and construction accessibility provisions for multi-family dwellings developed or substantially rehabilitated for first occupancy on or after March 13, 1991. Contractor must ensure that its programs are accessible to and usable by persons with disabilities in accordance with the implementing regulations at 24 CFR Part 8.
- K. The Americans with Disabilities Act of 1990 (ADA), as amended: This act modifies and expands the Rehabilitation Act of 1973 to prohibit discrimination against "a qualified individual with a disability" in employment by state and local governments and in places of public accommodations and commercial facilities. The ADA requires that an individual with a physical or mental impairment who is otherwise qualified to perform the essential functions of a job, with or without reasonable accommodation, be afforded equal employment opportunity in all phases of employment. The ADA also requires that facilities that are newly constructed or altered, by, on behalf of, or for use of a public entity, be designed and constructed in a manner that makes the facility readily accessible to and usable by persons with disabilities. The Act defines the range of conditions that must be made to assure equality of opportunity, full participation, independent living, and economic self-sufficiency for persons with disabilities.
- L. Executive Order 11063, as amended, including 24 CFR 107: This executive order provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in housing and related facilities provided with federal assistance and lending practices with respect to residential property when such practices are connected with loans insured or guaranteed by the federal government. This order and its implementing regulations include requirements that all actions necessary be taken to prevent discrimination because of race, color, religion, sex, or national origin, in the use, occupancy, sale, leasing, rental, or other disposition of property assisted with Federal loans, advances, grants or contributions.
- M. Executive Order 11259: This executive order provides that the administration of all federal programs and activities relating to housing and urban development be carried out in a manner to further housing opportunities throughout the United

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States.

- N. The Equal Employment Opportunity Act: This act empowers the Equal Employment Opportunity Commission (EEOC) to bring civil action in federal court against private sector employers after the EEOC has investigated the charge, found "probable cause" of discrimination, and failed to obtain a conciliation agreement acceptable to the EEOC. It also brings federal, state, and local governments under the Civil Rights Act of 1964.
 - O. The Immigration Reform and Control Act (IRCA) of 1986: Under IRCA, employers may hire only persons who may legally work in the U.S., i.e., citizens and nationals of the U.S. and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (1-9).
 - P. The Uniform Guidelines on Employee Selection Procedures adopted by the Equal Employment Opportunity Commission in 1978: This manual applies to employee selection procedures in the areas of hiring, retention, promotion, transfer, demotion, dismissal, and referral. It is designed to assist employers, labor organizations, employment agencies, licensing, and certification boards in complying with the requirements of federal laws prohibiting discriminatory employment.
 - Q. The Vietnam Era Veterans' Readjustment Act of 1974 (revised Jobs for Veterans Act of 2002): This act was passed to ensure equal employment opportunity for qualified disabled veterans and veterans of the Vietnam War. Affirmative action is required in the hiring and promotion of veterans.
 - R. Executive Order 11246, as amended: This executive order applies to all Grantees, Subrecipients, their contractors, and subcontractors. It provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin.
 - S. 24 CFR Part 5, Subpart A: The requirements at 24 CFR Part 5 are applicable including the nondiscrimination and equal opportunity requirements at 24 CFR 5.105(a) and the housing counseling requirements at 24 CFR 5.111.
16. The Training, Employment, and Contracting Opportunities for Business and Lower Income Persons Assurance of Compliance (Section 3)

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Section 3 Compliance 24 CFR Part 75

The purpose of Section 3 is to ensure that economic opportunities, most importantly employment, generated by certain HUD financial assistance shall be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing or residents of the community in which the Federal assistance is spent.

Section 3 projects. (i) Section 3 projects mean housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that provide housing and community development financial assistance when the total amount of assistance to the project exceeds a threshold of \$200,000. The threshold is \$100,000 where the assistance is from the Lead Hazard Control and Healthy Homes programs, as authorized by Sections 501 or 502 of the Housing and Urban Development Act of 1970 (12 USC 1701z-1 or 1701z-2), the Lead-Based Paint Poisoning Prevention Act (42 USC 4801 *et seq.*); and the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 USC 4851 *et seq.*). The project is the site or sites together with any building(s) and improvements located on the site(s) that are under common ownership, management, and financing.

The requirements in this part apply to an entire Section 3 project, regardless of whether the project is fully or partially assisted under HUD programs that provide housing and community development financial assistance.

Definitions

Contractor means any entity entering into a contract with:

- (1) A recipient to perform work in connection with the expenditure of public housing financial assistance or for work in connection with a Section 3 project; or
- (2) A Service Provider for work in connection with a Section 3 project.

Labor hours means the number of paid hours worked by persons on a Section 3 project or by persons employed with funds that include public housing financial assistance.

Low-income person means a person as defined in Section 3(b)(2) of the 1937 Act.

Material supply contracts means contracts for the purchase of products and materials, including, but not limited to, lumber, drywall, wiring, concrete, pipes, toilets, sinks, carpets, and office supplies.

Professional services means non-construction services that require an advanced degree or professional licensing, including, but not limited to, contracts for legal

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services, financial consulting, accounting services, environmental assessment, architectural services, and civil engineering services.

Public housing financial assistance means assistance as defined in § 75.3(a)(1).

Public housing project is defined in 24 CFR 905.108.

Recipient means any entity that receives directly from HUD public housing financial assistance or housing and community development assistance that funds Section 3 projects, including, but not limited to, any State, local government, instrumentality, PHA, or other public agency, public or private nonprofit organization.

Section 3 means Section 3 of the Housing and Urban Development Act of 1968, as amended (12 USC 1701u).

Section 3 business concern means:

- A. A business concern meeting at least one of the following criteria, documented within the last six-month period:
 - 1) It is at least 51 percent owned and controlled by low- or very low-income persons.
 - 2) Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or
 - 3) It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.
- B. The status of a Section 3 business concern shall not be negatively affected by a prior arrest or conviction of its owner(s) or employees.
- C. Nothing in this part shall be construed to require the contracting or subcontracting of a Section 3 business concern. Section 3 business concerns are not exempt from meeting the specifications of the contract.

Section 3 project means a project defined in § 75.3(a)(2).

Section 3 worker means:

- (1) Any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented:
 - (i) The worker's income for the previous or annualized calendar year is below the income limit established by HUD.

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- (ii) The worker is employed by a Section 3 business concern.
- (iii) The worker is a Youth Build participant.
- (2) The status of a Section 3 worker shall not be negatively affected by a prior arrest or conviction.
- (3) Nothing in this part shall be construed to require the employment of someone who meets this definition of a Section 3 worker. Section 3 workers are not exempt from meeting the qualifications of the position to be filled.

Section 8-assisted housing refers to housing receiving project-based rental assistance or tenant-based assistance under Section 8 of the 1937 Act.

Service area or the neighborhood of the project means an area within one mile of the Section 3 project or, if fewer than 5,000 people live within one mile of a Section 3 project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census.

Small PHA means a public housing authority that manages or operates fewer than 250 public housing units.

Subcontractor means any entity that has a contract with a contractor to undertake a portion of the contractor's obligation to perform work in connection with the expenditure of public housing financial assistance or for a Section 3 project.

Subrecipient has the meaning provided in the applicable program regulations or in 2 CFR 200.93.

Targeted Section 3 worker has the meanings provided in Section 75.11, 75.21, or 75.29, and does not exclude an individual that has a prior arrest or conviction.

Very low-income person means the definition for this term set forth in section 3(b)(2) of the 1937 Act.

YouthBuild programs refers to YouthBuild programs receiving assistance under the Workforce Innovation and Opportunity Act (29 U.S.C. 3226).

Benchmarks

The current benchmarks for all projects that meet the criteria to be considered a Section 3 project is to the greatest extent possible 25% of all labor hours worked shall be performed by Section 3 eligible workers and at least 5% of the 25% be targeted section 3 eligible workers.

Requirements

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(A) *Employment and training.*

- (1) To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, recipients covered by this subpart shall ensure that employment and training opportunities arising in connection with Section 3 projects are provided to Section 3 workers within the metropolitan area (or nonmetropolitan county) in which the project is located.
- (2) Where feasible, priority for opportunities and training described in paragraph (a)(1) of this section should be given to:
 - (i) Section 3 workers residing within the service area or the neighborhood of the project, and
 - (ii) Participants in YouthBuild programs.

(B) *Contracting.*

- (1) To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, recipients covered by this subpart shall ensure contracts for work awarded in connection with Section 3 projects are provided to business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which the project is located.
- (2) Where feasible, priority for contracting opportunities described in paragraph (b)(1) of this section should be given to:
 - (i) Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the service area or the neighborhood of the project, and
 - (ii) YouthBuild programs.

Reporting

(A) *Reporting of labor hours.*

- (1) For Section 3 projects, recipients must report in a manner prescribed by HUD:
 - (i) The total number of labor hours worked.
 - (ii) The total number of labor hours worked by Section 3 workers; and

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- (iii) The total number of labor hours worked by Targeted Section 3 workers.
- (2) Section 3 workers' and Targeted Section 3 workers' labor hours may be counted for five years from when their status as a Section 3 worker or Targeted Section 3 worker is established pursuant to § 75.31.
- (3) The labor hours reported under paragraph (A)(1) of this section must include the total number of labor hours worked on a Section 3 project, including labor hours worked by any Service Providers, contractors, and subcontractors that the recipient is required, or elects pursuant to paragraph (A)(4) of this section, to report.
- (4) Recipients reporting under this section, as well as Service Providers, contractors and subcontractors who report to recipients, may report labor hours by Section 3 workers, under paragraph (A)(1)(ii) of this section, and labor hours by Targeted Section 3 workers, under paragraph (A)(1)(iii) of this section, from professional services without including labor hours from professional services in the total number of labor hours worked under paragraph (A)(1)(i) of this section. If a contract covers both professional services and other work and the recipient or contractor or subcontractor chooses not to report labor hours from professional services, the labor hours under the contract that are not from professional services must still be reported.
- (5) Recipients may report their own labor hours or that of a Service Provider, contractor, or subcontractor based on the employer's good faith assessment of the labor hours of a full-time or part-time employee informed by the employer's existing salary or time and attendance-based payroll systems, unless the project or activity is otherwise subject to requirements specifying time and attendance reporting.

(B) Additional reporting if Section 3 benchmarks are not met.

If the recipient's reporting under paragraph (a) of this section indicates that the recipient has not met the Section 3 benchmarks described in § 75.23, the recipient must report in a form prescribed by HUD on the qualitative nature of its activities and those its contractors and subcontractors pursued. Such qualitative efforts may, for example, include but are not limited to the following:

If the benchmarks are not met for Section 3 compliance, the Contractor must document their efforts to attract and employ workers that meet section 3 eligibility requirements. Below is a sample list of some of the actions a contractor could

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take to demonstrate their attempts. Documentation is required so support the actions.

- (1) Engaged in outreach efforts to generate job applicants who are Targeted Section 3 workers.
- (2) Provided training or apprenticeship opportunities.
- (3) Provided technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).
- (4) Provided or connected Section 3 workers with assistance in seeking employment including: drafting resumes, preparing for interviews, and finding job opportunities connecting residents to job placement services.
- (5) Held one or more job fairs.
- (6) Provided or referred Section 3 workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, childcare).
- (7) Provided assistance to apply for/or attend community college, a four-year educational institution, or vocational/technical training.
- (8) Assisted Section 3 workers to obtain financial literacy training and/or coaching.
- (9) Engaged in outreach efforts to identify and secure bids from Section 3 business concerns.
- (10) Provided technical assistance to help Section 3 business concerns understand and bid on contracts.
- (11) Divided contracts into smaller jobs to facilitate participation by Section 3 business concerns.
- (12) Provided bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.
- (13) Promoted use of business registries designed to create opportunities for disadvantaged and small businesses.
- (14) Outreach, engagement, or referrals with the state one-stop system as defined in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.

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17. Affirmative Outreach

- A. Contractor and its Service Providers must make known that the use of the facilities, assistance, and services are available to all on a nondiscriminatory basis. If it is unlikely that the procedures the Contractor or its service providers intend to use to make known the availability of its facilities, assistance, and services will reach persons of any particular race, color, religion, sex, age, national origin, familial status, or disability, who may qualify for those facilities and services, the Contractor or its service providers must establish additional procedures that ensure that those persons are made aware of the facilities, assistance, and services.
- B. Contractors and Service Providers must take appropriate steps to ensure effective communication with persons with disabilities including, but not limited to, adopting procedures that will make available to interested persons information concerning the location of assistance, services, and facilities that are accessible to persons with disabilities. Consistent with Title VI and Executive Order 13166, Contractors and Service Providers are also required to take reasonable steps to ensure meaningful access to programs and activities for Limited English Proficiency (LEP) persons.

18. Equal Access for Disabilities:

- A. Contractors must provide a language access plan that makes appropriate accommodations for LEP interpretive services and services that support the visually impaired as required by Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC Section 794 (contractors receiving federal financial assistance), in conjunction with section 508 of the Rehabilitation Act of 1973, as amended, 29 USC Section 794d (created the U.S. Access Board to regulate websites, electronic information and communication technology (EICT) accessibility); Section 255, of the Communications Act of 1934, as amended; 24 CFR Part 8, including sections 8.3 and 8.4; and 36 CFR Part 1194, 36 CFR §§ 1194.1, 1194.2, and Appendices B and C to Part 1194 (accessibility standards for disabled to communication technology); see U.S. Access Board website.
- B. Achieving Compliance: The California State Dept. of Rehabilitation maintains an Assistive Technology website with resources for services to achieve compliance with recognized standards for non-discriminatory accessibility.

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By execution of this Agreement, the Contractor agrees to assume responsibility for environmental review, decision-making, and action under 24 CFR Part 58, “Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities” and shall comply with the environmental requirements of 24 CFR Part 58 including §58.4 “Assumption Authority.” The obligation of funds and incurring of costs is hereby conditioned upon compliance with 24 CFR Part 58, and completion by HCD of all applicable review and approval requirements.

The Contractor, its Service Providers, and any Subcontractors of the Contractor or service provider, may not acquire, rehabilitate, convert, lease, repair, dispose of, demolish, or construct property for a project, or commit or expend ESG or local funds for eligible activities under this part, until the Contractor has performed an environmental review under 24 CFR Part 58 and the Contractor has received HCD approval if required by the level of environmental review.

In accordance with 24 CFR 58.22, “Limitations on activities pending clearance” neither a Contractor nor any Service Provider in the development process, including public or private nonprofit or for-profit entities, or any of their contractors, may commit HUD assistance under a program listed in 24 CFR Section 58.1(b) on an activity or project until the environmental review process is complete and if required, HCD has approved the Contractor’s HUD Form 7015.5 “Request for Release of Funds and Certification” (RROF) and issued HUD Form 7015.16, “Authority to Use Grant Funds”. Neither a Contractor nor any Service Provider in the development process may commit non-HUD funds or undertake an activity or project that would have an adverse environmental impact or limit the choice of reasonable alternatives. Upon completion of environmental review, HCD shall notify Contractor. HUD funds shall not be utilized before this requirement is satisfied. Violation of 24 CFR Part 58 may result in disapproval, modification, or cancellation of the ESG Grant.

If a project or activity is exempt under 24 CFR § 58.34, “Exempt activities” or is categorically excluded (except in extraordinary circumstances) under 24 CFR § 58.35(b) “Categorical exclusions not subject to §58.5”, no RROF is required, and the recipient may undertake the activity immediately after the Contractor has provided documentation to HCD of its determination that each activity or project is exempt or categorically excluded. The Contractor remains responsible for carrying out any applicable requirements under §58.6, “Other Requirements” and must provide documentation to HCD at the time of grant monitoring of its compliance with this section of 24 CFR Part 58(6).

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By execution of this Agreement, the Contractor is also subject to the provisions of the California Environmental Quality Act (CEQA). Contractor assumes responsibility to fully comply with CEQA's requirements regarding the Work.

20. Clean Air and Water Acts

This Agreement is subject to the requirements of the Clean Air Act, as amended, 42 USC 7401 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR, Part 5050, as amended from time to time.

21. Lead-Based Paint Hazards

The assistance provided under this Agreement is subject to the Lead-Based Paint Poisoning Prevention Act (42 USC 4821 – 4845), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 USC 4851 - 4856). Activities performed with the assistance provided under this Agreement are subject to 24 CFR, Part 35.

22. Labor Standards

- A. Pursuant to 24 USC 576.107 (e,) Davis-Bacon Act does not apply to the ESG program.
- B. Federal Regulations see The Fair Labor Standards Act (FLSA) 29 USC §§ 201-219.

23. Matching Funds

The matching requirements of 24 CFR 576.201 shall apply to this activity. The Department requires the Contractor to provide a 1:1 match for all ESG expenditures. The eligible forms of matching contributions are defined at 24 CFR 576.201(d). Program income may be used as matching contributions, subject to the requirements at 24 CFR 576.201

24. Assurance of Compliance with the "Violence Against Women Reauthorization Act of 2022" (VAWA) (S.3623 - 117th Congress (2021-2022) (as amended or reauthorized) Title VI - Safe Homes for Victims of Domestic Violence, Dating Violence, Sexual Assault, and Stalking – Sec. 601-603. See also 81 FR 80803, Nov16, 2016.

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VAWA provides housing protections for survivors of domestic and dating violence, sexual assault, and stalking when it comes to finding and keeping a home, they can feel safe in. VAWA applies for all victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation, and which must be applied consistently with all nondiscrimination and fair housing requirements.

VAWA now expands housing protections to HUD programs beyond HUD's public housing program and HUD's tenant-based and project-based Section 8 programs. VAWA now provides enhanced protections and options for victims of domestic violence, dating violence, sexual assault, and stalking. During the performance of this Agreement, the Contractor shall ensure that all requirements of VAWA are complied with, including but not limited to:

- A. Domestic Violence survivors are not denied assistance as an applicant, or evicted or have assistance terminated as a tenant, because the applicant or tenant is or has been a victim of domestic violence, dating violence, sexual assault, and stalking.
- B. It will implement an 'emergency transfer plan', which allows for domestic violence survivors to move to another safe and available unit if they fear for their life and safety.
- C. It will provide "Protections against denials, terminations, and evictions that directly result from being a victim of domestic violence, dating violence, sexual assault, or stalking, if the applicant or tenant otherwise qualifies for admission, assistance, participation, or occupancy."
- D. It will implement a 'Low-barrier certification process' where a domestic violence survivor need only to self-certify in order to document the domestic violence, dating violence, sexual assault, or stalking, ensuring third party documentation does not cause a barrier in a survivor expressing their rights and receiving the protections needed to keep themselves safe.
- E. It will include all protections that apply to program participants under 24 CFR Part 5, subpart L, as supplemented by 24 CFR 576.409, except for the emergency transfer plan requirements under 24 CFR 5.2005(e) and 24 CFR 576.409(d).
- F. If implementing a rental assistance program and the housing is not assisted under another "covered housing program" as defined in 24 CFR 5.2003, the

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agreement may provide that the owner's obligations under 24 CFR Part 5, Subpart L, expire at the end of the rental assistance period. Each lease shall incorporate a lease addendum that includes all requirements that apply to the tenants, owner, or lease under 24 CFR Part 5 Subpart L, as supplemented by 24 CFR 576.409, including the prohibited bases for eviction and restrictions on construing lease terms under 24 CFR 5.2005(b) and (c).

25. Liability Insurance

Unless otherwise approved in writing, Contractor shall have and maintain in full force and effect during the term(s) of this Agreement liability insurance in an amount of not less than \$1,000,000.00 per occurrence with the Department named as an additional insured. Prior to drawdown of funds, Contractor shall provide a valid certificate of insurance to the Department's Program Representative for review and approval.

26. Reporting and Recordkeeping

- A. Contractor shall keep and maintain records providing a full description of the activity(ies) undertaken., These include but are not limited to the following:
 - 1) Records demonstrating that the activity(ies) meet the Emergency Solutions Grant program's national objective for which the ESG Grant is being provided.
 - 2) Records demonstrating the eligibility of the activities constituting the eligible program expenses.
 - 3) Records demonstrating compliance with this Agreement and the ESG Requirements.
 - 4) Data demonstrating client eligibility for services provided including the name, income level, family size of each client and other information for determining eligibility.
- B. A record of the services provided to each client, and such other records as may be reasonably required by the Department to allow the Department to evaluate the Contractor's operation of the program and compliance with the ESG Program and this Agreement.
- C. Records that allow the Department to comply with the Department's record keeping and reporting under the ESG Requirements. Contractor shall provide

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records that identify and account for the use of the ESG Grant proceeds and expenditures of all eligible program costs pertaining to this Agreement. Including without limitation, the records specified in 24 CFR 576.500, as they pertain to the activities under this Agreement.

- D. Books and records pertaining to the eligible program expenses shall be kept and prepared in accordance with generally accepted accounting principles or as otherwise required by HCD.
- E. By July 31 of each year, Contractor shall submit an Annual Performance Report to the Department. In accordance with federal reporting requirements, the report will include, but will not be limited to, beneficiary data, Minority Owned Business/Women Owned Business (MBE/WBE) data, and Section 3 data, if applicable.
- F. Contractor shall submit a Request for Funds (RFF) and Detailed Expense Report (DER) in a manner and format approved by the Department within thirty (30) days after the end of the State Mandated reporting period. Compliance reports shall be submitted as specified by the Department. Close-out-of-grant progress reports shall be submitted within sixty (60) days after the end of the reporting period.
- G. Contractor shall manage and maintain all client data information using a Homeless Management Information System (HMIS) or comparable data system (defined as a separate data system that collects required HMIS and ESG data elements and complies with HUD Data and Technical Standards).
- H. Contractor shall maintain all fiscal and program records pertaining to the ESG Grant for a period of five (5) years after the Department closes its HUD grant or any other period specified in 24 CFR 576.500(y).

NOTE: Record retention is based on the Department's HUD closing date; NOT five (5) years from this Agreement expiration. The retention requirement can extend beyond five (5) years after this Agreement expires. Therefore, the Contractor must contact the Department for the specific record retention date for this Agreement.

- I. Contractor shall submit required reports on forms approved by the Department.

27. Audit/Retention and Inspection of Records

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- A. Contractor agrees to maintain accounting books and records in accordance with Generally Accepted Accounting Principles, per 2 CFR 200.49 Contractor agrees that the Department, the Department of General Services, the Bureau of State Audits, the Department of Housing and Urban Development, or their designated representatives, shall have the right to review and copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for five (5) years after the Department closes its HUD grant or any other period specified in 24 CFR 576.500(y).
- NOTE: Record retention is based on the Department's HUD closing date; NOT five (5) years from this Agreement expiration. The retention requirement can extend beyond five (5) years after this Agreement expires. Therefore, the Contractor must contact the Department for the specific record retention date for this Agreement.
- B. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the Department to audit records and interview staff in any subcontract related to performance of this Agreement.
- C. Contractor receives federal funds that, in the aggregate, equal or exceed the threshold identified in the Uniform Administrative Requirements, the Contractor must have an annual single audit in compliance with the Single Audit Act of 1984, as amended and comply with 2 CFR Part 200, Subpart F. The audit shall be performed by a qualified State, local or independent auditor. Contractor shall notify the Department of the auditor's name and address immediately after the selection has been made. The contract for audit shall include a clause which permits access by the Department to the independent auditor's working papers. Audits shall be submitted to the Department when completed but no later than nine months following the close of the fiscal year. Contractor shall take corrective actions on any issues noted during the audit within six months of the date of receipt of the reports. HCD shall consider sanctions as described in 2 CFR 200.505 if the Contractor is not in compliance with these audit requirements.
- D. Contractor, its Service Providers, and their subcontractors shall comply with the audit requirements contained in 2 CFR Part 200.

28. Faith-Based Activities

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Contractor and its Service Providers shall not require, as a condition of Program Participant housing, participation by Program Participants in any religious or philosophical ritual, service, meeting, or rite. Contractor and its Service Providers listed shall also comply with the requirements of 24 CFR 576.406 of the Federal Regulations.

29. Interest of Members, Officers or Employees of Contractors, Members of Local Governing Body

Pursuant to 24 CFR 576.404, in addition to the conflict-of-interest requirements in 2 CFR 200, no person:

- A. Who is an employee, agent, consultant, officer or elected or appointed official of the Contractor (or of any designated public agency); and,
- B. Who exercises or has exercised any functions or responsibilities with respect to assisted activities; or,
- C. Who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or for those with whom they have family or business ties, during their tenure or for one (1) year thereafter. HUD may grant an exception to this exclusion as provided in 24 CFR 570.611 (d) and (e).
- D. Contractor shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees, or agents engaged in the selection, award, and/or administration of contracts supported by Federal funds to ensure no conflict of interest, real or apparent, would be involved.

30. Anti-Lobbying Certification

The Contractor shall require that the language of this certification be included in all contracts or subcontracts entered into in connection with this grant and that all Service Providers shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

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Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and no more than \$100,000.00 for such failure.

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

31. Waivers

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. Failure of the Department to enforce the provisions of this Agreement or required performance by the Contractor of these provisions, at any time, shall in no way be construed to be a waiver of such provisions, nor affect the validity of this Agreement, or the right of the Department, to enforce these provisions.

32. Litigation

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

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33. Sanctions

The Department may impose sanctions, as well as any other remedies available to it under law, on Contractor or its Service Providers, for failure to abide by any State and Federal laws and regulations applicable to the ESG Program. Such sanctions include:

- A. Conditioning a future grant on compliance with specific laws of regulations.
- B. Directing Contractor or its Service Providers to stop incurring costs under the current grant.
- C. Requiring that some or the entire grant amount is remitted to the Department.
- D. Reducing or disencumbering some or all of the amount of grant funds Contractor would otherwise be entitled to receive.
- E. Electing not to award future grant funds to Contractor unless and until appropriate actions are taken by the Contractor to ensure compliance; and/or,
- F. Taking any other actions permitted pursuant to 24 CFR 576.501.

34. Drug-Free Workplace Requirements

The Contractor shall comply with and be subject to the requirements of the federal drug-free workplace requirements, which include the following actions be taken:

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- B. Establishing an ongoing drug-free awareness program to inform employees about: (i) the dangers of drug abuse in the workplace; (ii) the Contractor's policy of maintaining a drug-free workplace; (iii) any available drug counseling, rehabilitation, and employee assistance programs; and (iv) the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- C. Contractor and their Service Providers shall maintain a drug free environment on the Site. Contractor and their Service Providers pledges to the Department that

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all persons working or residing on the Site shall not unlawfully manufacture, distribute, dispense, possess, or use controlled substances, as said term is defined in 21 USC Section 812 and California Health and Safety Code Section 11007 (or successor statutes), including marijuana, heroin, cocaine, and amphetamines on the Site. If Contractor or any person working or residing on the Site is convicted or pleads guilty or nolo contendere to a charge of unlawfully manufacturing, distributing, dispensing, possessing, or using controlled substances on the Site, then such event shall constitute a default of this Agreement.

35. Area-wide System Coordination Requirements

The Contractor and their Service Providers agree to participate in the Homeless Management Information System ("HMIS"), or comparable database, pursuant to 24 CFR 576.107. Contractor must ensure that data on all persons served, and all activities assisted under ESG are entered into the applicable community wide HMIS in the area in which those persons and activities are located, or a comparable database, in accordance with HUD's standards on participation, data collection, and reporting under a local HMIS. Contractor shall coordinate and integrate, to the maximum extent practicable, ESG funded activities with mainstream housing, health, social services, employment education, and youth programs targeted to homeless people in the area covered by the Continuum of Care ("CoC") or area over which the services are coordinated to provide a strategic, community-wide system to prevent and end homelessness for the area as set forth at 24 CFR 576.400(b) and (c). Furthermore, Contractor understands they are required by federal law to provide for the participation of at least one homeless or formerly homeless person(s) in a policy-making function within the organization as required in 24 CFR 576.405. This might include, for example, involvement of a homeless or formerly homeless person on the Board of Directors or similar entity that considers and sets policy or makes decisions for Contractor. The Contractor also agrees that to the maximum extent practicable, they will involve, through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under this Agreement as listed in 24 CFR 576.405 in accordance with 42 USC 11375(d) and 42 USC 11375(c)(7).

36. Evaluation of Program Participant Eligibility and Needs

Pursuant to 24 CFR 576.401, Contractor and their Service Providers shall conduct an initial evaluation to determine the eligibility of each individual or family's eligibility for ESG assistance and the amount and types of assistance the individual or family needs

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to regain stability in permanent housing. These evaluations must be conducted in accordance with the centralized or coordinated assessment requirements set forth under 24 CFR 576.400(d) and the written standards established under 24 CFR 576.400(e).

37. Compatibility of Program Funds

"It is the duty and responsibility of each Applicant to review the provisions, requirements, and limitations of all funding sources applied for and obtained for a particular project, program, or activity in order to ensure that each and every requirement of those funding sources is compatible with all HCD program requirements and restrictions. Incompatibility of funding sources will result in the denial or cancellation of an award or may result in the placement of conditions or limitations on an award, all as determined by HCD in its sole and absolute discretion."

38. False, Fictitious or Fraudulent Claims:

Warning: Any person who knowingly makes a false claim or statement to HUD or the Department may be subject to civil or criminal penalties under 18 USC 287, 1001 and 31 USC 3729.

A. Detecting, Preventing, and Reporting Fraud

Fraud is a white-collar crime that has a devastating effect on the ESG program because the ESG program beneficiaries are victims of this crime when the ESG program is abused. HCD wants to stop any criminal assault on the ESG program it administers, and in doing so all ESG funds go to people it was designed to help and improve their living conditions.

B. Combatting Fraud

The U.S. Department of Housing and Urban Development (HUD) Office of Inspector General (OIG) is committed to protecting HUD's programs, operations, and beneficiaries from dishonest individuals and organizations.

HUD cannot combat fraud alone.

HUD relies on HCD and ESG NOFA applicants to combat ESG program fraud. HUD also relies on applicants for, and people receiving, HUD benefits, such as

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tenants receiving rental assistance, borrowers with HUD insured loans, or citizens having their communities restored using HUD grants.

The HUD OIG Hotline number is 1-800-347-3735, this is the primary means to submit allegations of fraud, waste, abuse, mismanagement, or Whistleblower related matters for the ESG program to the Office of Inspector General.

HUD OIG accepts reports of fraud, waste, abuse, or mismanagement in the ESG program from HUD employees, anyone administering the ESG program, anyone working in the ESG program, contractors, and the public.

You can report mismanagement or violations of law, rules, or regulations by HUD employees or program participants.

Fraud, Waste and Abuse in the ESG program and its operation may be reported in one of the following four (4) ways:

E-mail to: hotline@hudoig.gov

By Phone: Call toll free: 1-800-347-3735

By Fax: 202-708-4829

By Mail:

Department of Housing & Urban Development.

HUD OIG, Office of Investigation, Room 1200

Field Office

One Sansome Street

San Francisco, CA 94104

[\(213\) 534-2518](tel:(213)534-2518)

HUD OIG, Office of Investigation

Suite 4070

Regional Office

300 North Los Angeles Street

Los Angeles, CA 90012

[\(213\) 534-2518](tel:(213)534-2518)

39. Whistleblower Protection Act

A. Federal Whistleblower Protection Act (5 U.S.C Section 2302(b)(8))

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The Federal Whistleblower Protection Act (WPA) protects employees from retaliation for making protected disclosures. The WPA also provides penalties for supervisors who retaliate against Whistleblowers.

1. A disclosure is protected under the WPA if the employee discloses information the employee reasonably believes to be evidence of:
 - a. a violation of any law, rule, or regulation,
 - b. gross mismanagement,
 - c. a gross waste of funds,
 - d. an abuse of authority, or
 - e. a substantial and specific danger to public health or safety.
 2. In general, an employee or applicant may make a protected disclosure to anyone, including non-governmental audiences, unless the information is classified or specifically prohibited by law from release. Options for making a protected disclosure include:
 - a. Informing a supervisor or someone higher up in management,
 - b. Submitting a complaint to the OIG by emailing the OIG at oig@ftc.gov,
 - c. Filing a complaint with the Office of Special Counsel (OSC) <http://www.osc.gov/>
- B. The California Whistleblower Protection Act (Title 2, Division 1, Chapter 6.5, Article 3.5, Gov. Code §§ 8548-8548.5)

The California Whistleblower Protection Act authorizes the California State Auditor to receive complaints from state employees and members of the public who wish to report an improper governmental activity. An "improper governmental activity" is any action by a state agency or any action by a state employee directly related to state government that:

- 1) Violates any state or federal law or regulation,
- 2) Violates an Executive Order of the Governor, a California Rule of Court, or any policy or procedure required by the State Administrative Manual or State Contracting Manual, or

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- 3) Is economically wasteful or involves gross misconduct, incompetency, or inefficiency. Complaints received by the State Auditor are confidential, and the identity of the complainant may not be revealed without the complainant's permission, aside from to an appropriate law enforcement agency conducting a criminal investigation.
- A. There are many ways to file a complaint:
- 1) By Telephone

You may call the Whistleblower Hotline at (800) 952-5665 to file a complaint by talking to one of the State Auditor's employees. The hotline generally is staffed Monday through Friday from 8:00 a.m. to 5:00 p.m. If you call when the hotline is not being staffed, or staff is occupied with other calls, you may leave a voicemail message requesting a return call.
 - 2) By Mail or Facsimile

You may file a complaint in the form of a letter to the State Auditor addressed as follows:

Investigations
 California State Auditor
 P.O. Box 1019
 Sacramento, CA 95812

Or you may fax the letter to the State Auditor at (916) 322-2603.

As an alternative, you may complete the electronic version of the complaint form (which is available on the State Auditor website at auditor.ca.gov), print it out, and return it by mail or facsimile as stated above.
 - 3) Online

Although the State Auditor does not accept complaints by e-mail, you may file a complaint online at <https://www.auditor.ca.gov/contactus/complaint>

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- B. The State Auditor will not undertake an investigation unless there is a basis for believing that your complaint has sufficient merit to warrant spending resources on an investigation. Your complaint should therefore include:
- 1) A clear and concise statement of what you are alleging to be improper activity and why you believe it is improper.
 - 2) The name or other information that clearly identifies the person you are alleging has acted improperly and the department where that person works.
 - 3) The names and contact information for any witnesses who can confirm the truth of what you are saying.
 - 4) Copies of any documents that will support what you are saying. (You should not submit original documents, as they cannot be returned.)

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PROJECT SPECIFIC PROVISIONS AND SPECIAL TERMS AND CONDITIONS

1. Project Specific Provisions

The following are project specific terms and conditions (referred to as enumerated provision(s) for ease of reference in prior exhibits) as result of application submitted in response to the ESG NOFA dated August 15, 2023, shall inform the references made to project specific information not contained in prior exhibits.

Provision Ex. A – E.1 (Scope of Work – As referenced in Exhibit A, Section 2).

Contractor Name	Total Award Allocation
County of Colusa Department of Health & Human Services Housing Department	\$ 120,000

For the purposes of performing the Work, the Department agrees to provide the amount shown above. In no instance shall the Department be liable for any costs for Work in excess of this amount, nor for any unauthorized or ineligible costs. The ESG Recipient agrees to administer this allocation in accordance with the provisions of 24 CFR 576 and Part 91 and the ESG State Regulations, Title 25, Division 1, Chapter 7.

Provision Ex. A – E.2 (Term of Agreement and Deadlines – As referenced in Exhibit A, Section 4).

A. This Contract will expire on: October 15, 2025.

B. All Program funds shall be expended by: August 18, 2025.

Provision Ex. A – E.3 (Expenditure Milestone Requirements - As referenced in Exhibit A, Section 4 (G)).

Percentage of ESG Award that must be expended	Milestone Deadline
20%	120 days after execution of contract
50%	180 days prior to expenditure deadline
80%	60 days prior to expenditure deadline

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Provision Ex. A – E.4 (Contractor's Contract Administrators - As referenced in Exhibit A, Section 9).

Authorized Representative Name	<i>Wendy Tyler</i>
Authorized Representative Title	<i>County of Colusa Chief Administrative Officer</i>
Agency Name	<i>County of Colusa Department of Health & Human Services Housing Department</i>
Address	<i>251 E. Webster Street Colusa, CA 95932</i>
Phone No.	<i>(530) 458-0285</i>
Email Address	<i>Wendy.Tyler@countyofcolusa.com</i>

Provision Ex. B – E.1 (Budget Detail and Payment Provisions - As referenced in Exhibit B, Section 1, Budget).

Rapid Re-Housing Assistance	\$ 100,000
Homelessness Prevention	\$ 10,000
Homeless Management Information System	\$ 10,000

TOTAL GRANT AWARD AMOUNT:	\$ 120,000

2. Special Terms and Conditions

The following Special Conditions are applicable to this Standard Agreement and shall control notwithstanding anything to the contrary herein:

[N/A]

Emergency Solutions Grants Program (ESG)
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Request For County Board of Supervisors Action

MEETING DATE: December 17, 2024

DEPARTMENT: County Administrative Office

FROM: Wendy Tyler

SUBJECT: Authorize Board Clerk to assign a County Contract Number to Amendment No. 1 to Agreement 4600016055 with the State of California Department of Water Resources for the Drought Resiliency and Planning Project

Authorize Board Clerk to assign a County Contract Number to Amendment No. 1 to Agreement 4600016055 with the State of California Department of Water Resources for the Drought Resiliency and Planning Project

Detailed Description/Background of request

This item is for procedural purposes only to authorize the Clerk of the Board to assign a Contract Number for the purpose of tracking.

Prior Board Action

On January 30, 2024 the Board of Supervisors approved Resolution No. 24-04 which approved submission of an application for funding and authorized the CAO to execute any funding agreements or amendments.

Fiscal Impact/Funding Source

None on this item, procedural process to place County contract number on contract.

Action for the Clerk

Assign contract number and forward fully executed contract to Greg Plucker. Scan contract into Laserfich, link to Resolution No. 24.004. Original has already been sent back to State.

ATTACHMENTS:

- 46-16055 County of Colusa Am. Letter A-1.docx (PDF)

DEPARTMENT OF WATER RESOURCES

P.O. BOX 942836
SACRAMENTO, CA 94236-0001
(916) 653-5791



October 29, 2024

Ms. Wendy Tyler
County Administrative Officer
County of Colusa
1213 Market Street
Colusa, California 95932

Water Use Efficiency Drought Agreement 4600016055, Amendment Letter A-1

Dear Ms. Tyler:

County of Colusa requests to change the schedule and update the budget for the County of Colusa Drought Resiliency and Planning Project. The State's cost share of \$125,000.00 has not changed.

The Department of Water Resources received and agrees with the County of Colusa's request to adjust the project schedule and expand the scope for Task 2. The Agreement was signed on August 16, 2024 and the proposed changes will ensure successful completion of the project.

Task 2 Work Plan (Exhibit A) and Deliverables will be expanded, as shown in red:

Task 2: Update Domestic Well Program Implementation

This task will focus on continuing emergency water supply support to existing domestic well owners participating in the County's Domestic Well Assistance Program (Program).

Task 2.1: County Outreach and Engagement

Additional at-risk domestic wells will be added to the Program to set up emergency water supply infrastructure. Activities include evaluating well records, databases, and other data to determine which at-risk domestic wells can be added to the Program. County staff will coordinate with domestic well owners to provide assistance and enroll them into the Program through an application process. Coordination may involve outreach and engagement with the local community.

Task 2.2: Well Ordinance Update Recommendations and Domestic Well Data Updates

The Grantee will collaborate with the consultant to evaluate current well ordinance policies and procedures in Colusa County. Activities will include up to two coordination meetings between the Grantee and the consultant to complete this task. All reports and documentation will follow the format as requested by the Grantee.

Ms. Wendy Tyler
October 29, 2024
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Deliverables

- List of well suppliers added to the Program
- Data summary report
- Documentation of website updates and community outreach
- Report of well ordinance updates

The new project budget is as follows, shown in red:

Task	Cost
Task 1: Prepare Drought Resiliency Planning Project	\$68,750
Task 2: Update Domestic Well Program Implementation	\$50,000
Task 2.1: County Outreach and Engagement	\$25,000
Task 2.2: Well Ordinance Update Recommendations and Domestic Well Data Updates	\$25,000
Task 3: Grant Administration	\$6,250
Total	\$125,000

The new project schedule is as follows, shown in red:

Task	Schedule
Task 1: Prepare Drought Resiliency Planning Project	May 2024 September 2024 – June 2025
Task 2: Update Domestic Well Program Implementation	May 2024 September 2024 – June 2025
Task 3: Grant Administration	March 2024 September 2024 – June 2025

These modifications are incorporated into, made part of, and shall be attached to Agreement 4600016055 as Amendment Letter A-1, between Department of Water Resources and County of Colusa.

The Agreement amendment will not become effective until approved by the Department of Water Resources and County of Colusa, as required by State procedure.

Ms. Wendy Tyler
October 29, 2024
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If you have any questions, please contact Sarah Ko at (916) 873-5187.

Approved as to Legal Form and Sufficiency:

Agreement 4600016055, Amendment Letter A-1, Approved:

By: Wendy G. Tyler 11/19/2024
Wendy Tyler, County Administrative Officer Date
County of Colusa

By: [Signature] 12/2/2024
Robin Brewer, Assistant General Counsel Date
Department of Water Resources

Approved:

By: Ryan Bailey 12/3/2024
Ryan Bailey, Manager Date
Division of Regional Assistance
Water Use Efficiency Branch

Attorney Initial Review	
Initials <u>RB</u>	Date <u>10/29/2024</u>

**Request For County Board of Supervisors Action**

MEETING DATE: December 17, 2024

DEPARTMENT: Purchasing and Procurement

FROM: Molly West

SUBJECT: Adopt plans, specifications and working details for performing road reconstruction on College City Road

Adopt plans, specifications and working details for performing road reconstruction on College City Road

Detailed Description/Background of request

The Department of Public Works is requesting to perform road reconstruction on College City Road. The project consists of general pavement reconstruction, utility preservation shoulder backing and pavement striping/markings. The proposed project limits are from Twelfth Street to White Road in the town of College City.

Purchasing and Procurement requests that the Board adopt plans, specifications and working details of this RFB for road reconstruction in the town of College City and authorize publication of the same.

Prior Board Action

None.

Fiscal Impact/Funding Source

Budgeted with SB 1 and Road Funds.

Action for the Clerk

Please publish the NTB, upload to public purchase (Kiki)

ATTACHMENTS:

- RFB_College City Road_3000178_2023 Public Works (DOCX)

**COUNTY OF COLUSA
DEPARTMENT OF PUBLIC WORKS**

REQUEST FOR BIDS

For

Performing Road
Reconstruction College City
Road
from
White Road to 12th Street
College City

For use in Connection with Standard Specifications and Standard Plans Dated 2018 with amendments and revisions, of the California Department of Transportation, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished .

Project Title: Road Reconstruction – College City Road from

White Road to 12th Street College City

Contract No.: 3000178-2025

Bid Opening Date: December 17, 2024

Bid Closing Date: January 21, 2025

Bid Closing Time: 10:00 A.M.

Construction Commencement: Summer 2025

Submission Location: Board of Supervisors Chambers - Historic Courthouse
547 Market Street Suite 102, Colusa, CA 95932

Contact for Assistance: Office of the Director of Public Works, County of Colusa,
California, telephone (530) 458-0466.

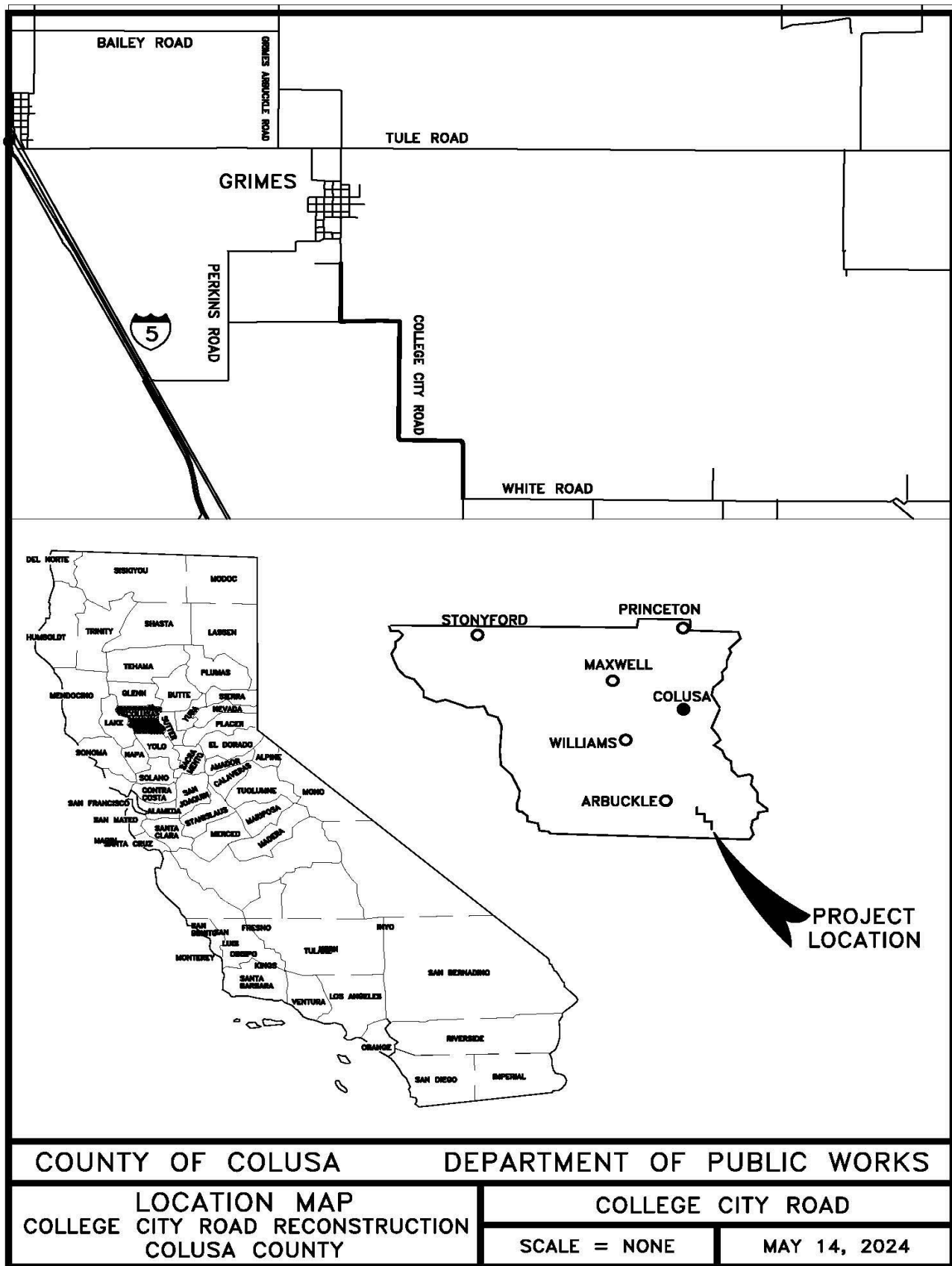


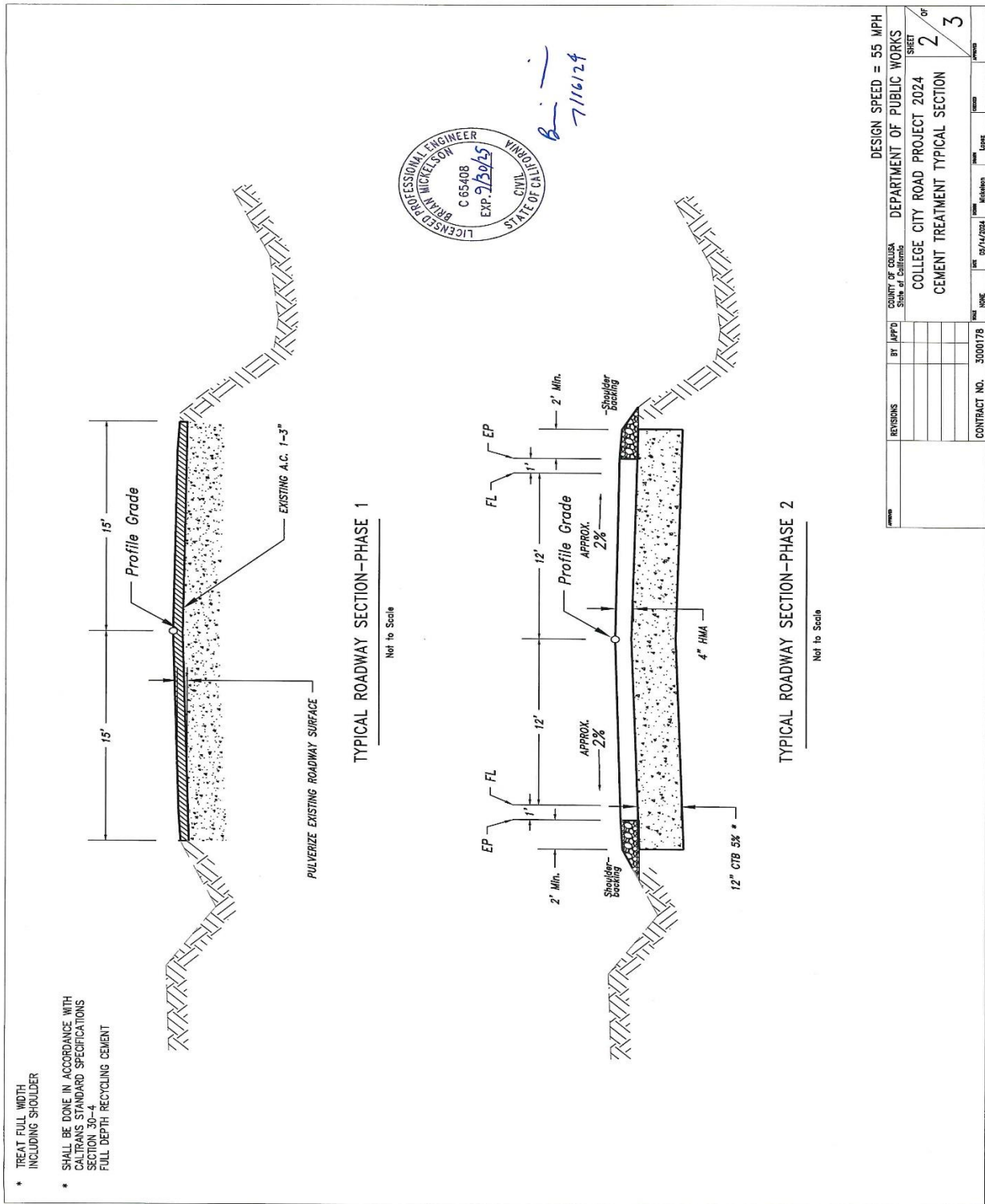
B. Mickelson
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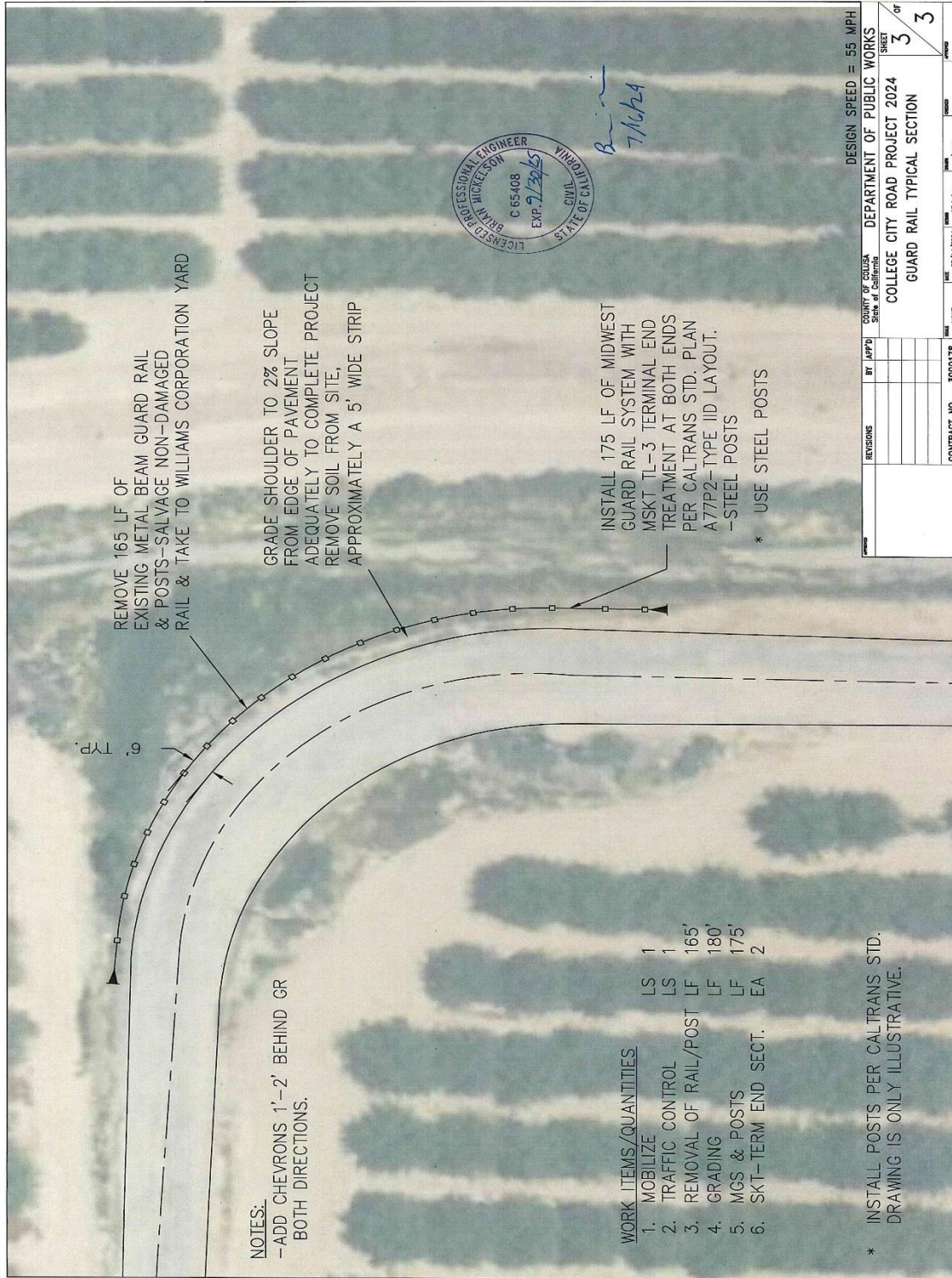
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COLUSA COUNTY DEPARTMENT OF PUBLIC WORKS

NOTICE TO BIDDERS**CONTRACT NO. 3000178-2025**

Sealed bids for the Road Reconstruction of College City Road will be received by the Colusa County Board of Supervisors Clerk located at the Colusa County Historic Courthouse at 547 Market Street, Suite 102 Colusa, California 95932 until 10:00 a.m. on January 21, 2025.

Bid forms for this project are included with this Notice to Bidders, and are entitled: Road Reconstruction College City Road. Bids are required for the entire project, and partial bids shall be considered nonresponsive.

Bid packages are available on the County of Colusa's website located at www.countyofcolusaca.gov. Plan holder information is required by contractors in order to download the bid packages. Plans and specifications may be obtained for a *nonrefundable fee* of \$ 35.00 per set at the office of the Director of Public Works, 1215 Market Street, Colusa, California, 95932. Additionally, technical questions or general inquiries should likewise be directed to the Director of Public Works.

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.

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.

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).

Bid Bonds: 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

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responsible 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.

Buy America: This project is subject to the "Buy America" provisions of the Surface Transportation Assistance Act of 1982, and as amended by the Intermodal Surface Transportation Efficiency Act of 1991.

Licensing: The contractor shall possess either a Class A license or a combination of Class C licenses required by the categories and types of work included in this contract at the time this contract is awarded.

The United States Department of Transportation provides a toll-free "hotline" service to report bid rigging activities. Bid rigging activities can be reported Mondays through Fridays, between 8:00 a.m. and 5:00 p.m., Pacific Standard Time, Telephone No. 1-800-424-9071. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report these activities. The "hotline" is part of the United States Department of Transportation's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the United States Department of Transportation Inspector General. All information will be treated confidentially and caller anonymity will be respected.

ENGINEER'S ESTIMATE
Construction on
COUNTY ROAD – COLLEGE CITY ROAD

College City Road; Road No. 178

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY
1	MOBILIZATION	LS	1
2	SIGNS & TRAFFIC CONTROL	LS	1
3	CLEARING AND GRUBBING	LS	1
4	PULVERIZE ROADBED	SF	499,200
5	12" CEMENT TREATMENT	SY	55,466
6	HMA 4"	TON	10,805
7	SHOULDERBACKING	STA	167
8	PAVEMENT MARKING – WHITE (S)	SF	44
9	TRAFFIC MARKING DETAIL 6 (S)	LF	7,858
10	TRAFFIC MARKING DETAIL 19 (S)	LF	2,292
11	TRAFFIC MARKING DETAIL 22 (S)	LF	1,494
12	TRAFFIC MARKING DETAIL 27 B&C (S)	LF	33,280
13	REMOVAL OF RAIL/POST	LF	163
14	GRADING	LF	180
15	MGS & POSTS	LF	175
16	MSKT TL-3-TERM END SECTION	EA	2

Note: Evaluation of the submitted bids shall be the sole and final determination of the County of Colusa and may not be based solely on cost

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TERMS AND DEFINITIONS

Department of Transportation (DOT) means the Colusa County Board of Supervisors.

Engineer means County Engineer of the County of Colusa, State of California, acting either directly or through properly authorized agents, while such agents are acting within the course and scope of their particular duties.

Laboratory means the laboratories authorized by the Engineer to test materials and work involved in this Project.

State or Agency means the County of Colusa.

Transportation Building means the Colusa County Courthouse located at 547 Market Street, Suite 102 Colusa, California 95932.

State Highway Engineer means the County Engineer of the County of Colusa.

Standard Specifications means the 2018 edition of the Standard Specifications of the State of California, Department of Transportation. Any reference therein to the State of California or a State agency, office, or officer shall be interpreted to reference the County of Colusa or its corresponding agency, office, or officer acting in connection with this Project.

Project means the work to be completed pursuant to this Request for Bids (RFB).

SPECIAL PROVISIONS

Section 1: Specifications and Plans

This Project shall be done in accordance with the Standard Specifications dated 2018, and the Standard Plans dated 2018, of the Department of Transportation insofar as the same may apply and these Special Provisions.

In case of conflict between the Standard Specifications and these Special Provisions, the Special Provisions shall control.

Amendments to the Standard Specifications set forth in these Special Provisions shall be considered as part of the Standard Specifications for the purposes set forth in Section 5-1.02, "Contract Components," of the Standard Specifications. Whenever either the term "Standard Specifications is amended" or the term "Standard Specifications are amended" is used in the Special Provisions, the indented text or table following the term shall be considered an amendment to the Standard Specifications. In case of conflict between such amendments and the Standard Specifications, the amendments shall control.

Section 2: Proposal Requirements and Conditions

The bidder's attention is directed to the provisions in Section 2, "Proposal Requirements and Conditions," of the Standard Specifications for the requirements and conditions which the bidder must observe in the preparation of the proposal and the submission of the bid.

In addition to the subcontractors required to be listed in conformance with section 2-1.33c, "Subcontractor Lists," of the Standard Specifications, each proposal shall list the portion of work that will be done by each subcontractor. A sheet for listing the subcontractors is attached.

The form of bidder's bond mentioned in the last paragraph in section 2-1.34, "Bidder's Security," of the Standard Specifications will be found following the signature page of the proposal.

In conformance with Section 7106 of the California Public Contract Code, a non-collusion affidavit is required. Signing the proposal shall also constitute signature of the non-collusion affidavit.

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of Part 26, Subtitle A, of Title 49 of the Code of Federal Regulations in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate. Each subcontract signed by the bidder must include this assurance.

Section 3: Award and Execution of Contract

The bidder's attention is directed to the provisions in Section 3, "Contract Award and Execution," of the Standard Specifications for the requirements and conditions concerning award and execution of the contract required for the Project. Bid protests are to be delivered to the following address:

Colusa County Department of Public Works C/O the Colusa County Board Clerk
547 Market Street, Suite 102 Colusa, California 95932

The award of the contract will be to the lowest responsible bidder whose bid complies with all the requirements prescribed.

3-1.01 Bonds: At the time of the execution of the contract for this Project, Contractor shall provide, at his own expense, the following bonds:

1. A Performance Bond, as required by Chapter 5, Title 3, Part 6, Division 4 of the California Civil Code, in an amount equal to at least one hundred percent (100%) of the contract price; and
2. A Payment Bond in an amount equal to at least fifty percent (50%) of the contract price as security for the payment of all persons furnishing materials in connection with this project.

Sureties on each of said bonds shall be satisfactory to the County Attorney.

3-1.02 Performance References: On the form provided for in this RFA, Contractor shall provide a list of a minimum of the last three public works projects that the contractor has performed. If the Contractor has performed less than three public works projects prior to this bid, Contractor shall list all the non-public works projects exceeding \$20,000 in cost performed within the last year.

Investigation using this or other information by the County leading to information pertaining to past poor performance, inexperience with type of work, and/or false or omitted information on form may constitute reasons for rejection of the bid. The County of Colusa reserves the right to reject any or all bids. Evaluation of the references or information from other sources shall be the sole and final determination of the County of Colusa.

Section 4: Beginning of Work, Time of Completion and Liquidated Damages

Attention is directed to the provisions in Section 8-1.04, "Start of Job Activities," in Section 8-1.14, "Contract Termination," and in Section 8-1.10, "Liquidated Damages," of the Standard Specifications.

Pre-Construction Conference: Prior to issuing a Notice to Proceed, a pre-construction conference will be held at the Colusa County Department of Public Works to discuss the scope of work, Contract Drawings, Specifications, existing conditions, material to be ordered, equipment to be used, and all essential matters pertaining to the prosecution of and the satisfactory completion of the project as required. The Contractor's representative at this conference shall include all major superintendents for the Project and may include major sub-contractors.

The Contractor shall begin work within 15 calendar days after the Notice to Proceed has been issued. The project site work will commence in the Summer of 2024 at a time agreed to by both County and Contractor when weather conditions allow.

This work shall be diligently prosecuted to completion before the expiration of 75 WORKING DAYS, beginning either on the fifteenth (15) calendar day after the Notice to Proceed has been issued by County of Colusa or the first physical work day, whichever occurs first. Mobilization or other work not involving physical work on site will not be considered in starting the work day calendar.

The Contractor shall pay to the County of Colusa the sum of \$ 4,800.00 per day, for each and every calendar day delay in finishing the work in excess of the number of working days prescribed above.

Section 5: General

5-1.01 Labor Nondiscrimination:

NOTICE OF REQUIREMENT FOR NONDISCRIMINATION PROGRAM (GOV. CODE, SECTION 12990)

Your attention is called to the "Nondiscrimination Clause", set forth in Section 7-1.02I(2), "Labor Nondiscrimination," of the Standard Specifications, which is applicable to all nonexempt state contracts and subcontracts, and to the "Standard California Nondiscrimination Construction Contract Specifications" set forth therein. The Specifications are applicable to all nonexempt state construction contracts and subcontracts of \$5,000 or more.

5-1.02 Prevailing Wage: Attention is directed to Section 7-1.02K(2), " Wages," of the Standard Specifications.

5-1.03 Public Safety The Contractor shall provide for the safety of traffic and the public in conformance with the provisions in Section 7-1.04, "Public Safety," of the Standard Specifications in relationship to its equipment and personnel.

The Contractor shall so conduct his operations as to cause the least possible obstruction and inconvenience to the public. In accordance with generally accepted construction practices, the Contractor shall be solely and completely responsible for their employees and equipment and their relationship to the traveling public and property throughout the job site. This requirement will apply continuously and not be limited to normal working hours.

5-1.04 Buy America Requirements: Attention is directed to the "Buy America" requirements of the Surface Transportation Assistance Act of 1982 (Section 165) and the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA) Sections 1041(a) and 1048(a), and the regulations adopted pursuant thereto. In conformance with the law and regulations, all manufacturing processes for steel and iron materials furnished for incorporation into the work on this project shall occur in the United States; with the exception that pig iron and processed, pelletized and

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reduced iron ore manufactured outside of the United States may be used in the domestic manufacturing process for such steel and iron materials. The application of coatings, such as epoxy coating, galvanizing, painting, and other coating that protects or enhances the value of steel or iron materials shall be considered a manufacturing process subject to the "Buy America" requirements. A Certificate of Compliance, conforming to the provisions in Section 6-2.03C, "Certificates of Compliance," of the Standard Specifications, shall be furnished for steel and iron materials. The certificates, in addition to certifying that the materials comply with the specifications, shall specifically certify that all manufacturing processes for the materials occurred in the United States, except for the above exceptions.

The requirements imposed by the law and regulations do not prevent a minimal use of foreign steel and iron materials if the total combined cost of the materials used does not exceed one-tenth of one percent (0.1 percent) of the total contract cost or \$2,500, whichever is greater. The Contractor shall furnish the Engineer acceptable documentation of the quantity and value of the foreign steel and iron prior to incorporating the materials into the work.

5-1.05 Removal of Asbestos and Hazardous Substances: When the presence of asbestos or hazardous substances are not shown on the plans or indicated in the specifications and the Contractor encounters materials which the Contractor reasonably believes to be asbestos or a hazardous substance as defined in Section 25914.1 of the Health and Safety Code, and the asbestos or hazardous substance has not been rendered harmless, the Contractor may continue work in unaffected areas reasonably believed to be safe. The Contractor shall immediately cease work in the affected area and report the condition to the Engineer in writing.

Removal of asbestos or hazardous substances, as defined by Section 25914.1 of the Health and Safety Code, including exploratory work to identify and determine the extent of the asbestos or hazardous substance will be performed by separate contract.

If delay of work in the area delays the current controlling operation, the delay will be considered a right of way delay and the Contractor will be compensated for the delay in conformance with the provisions in Section 8-1.07, "Delays," of the Standard Specifications.

5-1.06 Subcontractor Records: The Contractor shall maintain records showing the name and business address of each first-tier subcontractor. The records shall show the date of payment and the total dollar figure paid to all of these firms.

Upon completion of the contract, a summary of these records shall be prepared on "First Tier Subcontractors" Form CEM-2402(F) and certified correct by the Contractor or the Contractor's authorized representative, and shall be furnished to the Engineer. The form shall be furnished to the Engineer within 90 days from the date of contract acceptance. The amount of \$10,000 will be withheld from payment until a satisfactory form is submitted.

5-1.07 Subcontracting: Attention is directed to the provisions in Section 5-1.13, "Subcontracting," and Section 2, "Proposal Requirements and Conditions," and Section 3, "Award and Execution of Contract," of the Standard Specifications.

Pursuant to the provisions in Section 1777.1 of the Labor Code, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a subcontractor on a public works project. This list of debarred contractors is available from the Department of Industrial Relations web site at http://www.dir.ca.gov/dir/Labor_law/DLSE/Debar.html. Each subcontract and any lower tier subcontract that may in turn be made shall include the "Required Contract Provisions Federal-Aid Construction Contracts" in Form FHWA-1273.

This requirement shall be enforced as follows: Noncompliance shall be corrected. Payment for subcontracted work involved will be withheld from progress payments due, or to become due, until correction is made. Failure to comply may result in termination of the contract.

5-1.08 Prompt Progress Payment to Subcontractors: A prime contractor or subcontractor shall pay any subcontractor in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. Any delay or postponement of payment over 30 days may take place only for good cause and with the County's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanctions and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

5-1.09 Prompt Payment of Funds Withheld to Subcontractors: The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Pursuant to Section 26.29 of Subpart B, of Part 26, of Subtitle A, of Title 49, any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE prime contractors and subcontractors.

5-1.10 Surface Mining and Reclamation Act: Attention is directed to the Surface Mining and Reclamation Act of 1975, commencing in Public Resources Code, Mining and Geology, Section 2710, which establishes regulations pertinent to surface mining operations.

Material from mining operations furnished for this project shall only come from permitted sites in compliance with the Surface Mining and Reclamation Act of 1975. The requirements of this section shall apply to all materials furnished for the project, except for acquisition of materials in conformance

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with Section 4-1.04, "Use of Materials Found on the Job Site," of the Standard Specifications.

5-1.11 Manual of Traffic Controls: Section 1-1.265, "Manual of Traffic Controls," of the Standard Specifications is amended to read:

Manual of Traffic Controls.--The Department of Transportation publication entitled "MANUAL OF TRAFFIC CONTROLS for Construction and Maintenance Work Zones."

5-1.12 Areas for Contractor's Use: Attention is directed to the requirements specified in Section 5, "Control of Work," of the Standard Specifications.

The highway right-of-way shall be used only for purposes that are necessary to perform the required work. The Contractor shall not occupy the right-of-way, or allow others to occupy the right-of-way, for purposes which are not necessary to perform the required work.

Use of the Contractor's work areas and other County-owned property shall be at the Contractor's own risk and the County shall not be held liable for any damage to or loss of materials or equipment located within such areas.

The Contractor shall remove all equipment, materials, and rubbish from the work areas and other County- owned property which he occupies and shall leave the areas in a presentable condition in accordance with the provisions in Section 4-1.13, " Cleanup," of the Standard Specifications.

The Contractor shall secure at his own expense any area required for plant sites, storage of equipment or materials, or for other purposes if sufficient area is not available to him within the contract limits, or at the sites designated on the plans or by county.

5-1.13 Air Pollution Control: Air pollution control shall conform to the provisions in Section 14-9, "Air Quality," of the Standard Specifications.

Material to be disposed of shall not be burned unless the Contractor has obtained a permit to burn combustible material resulting from clearing and grubbing operations from an air pollution control officer of the local or regional authority. A copy of the permit shall be filed with the Engineer before beginning any burning. All such burning shall be conducted in strict conformance with the provisions stipulated in said permit and at such times and in such manner as to prevent the fire from spreading to areas adjoining the right-of-way.

5-1.14 Sound Control Requirements: Sound control shall conform to the provisions in Section 14-8, "Noise and Vibration," of the Standard Specifications and these Special Provisions.

The noise level from the Contractor's operations, between the hours of 9:00 p.m. and 6:00 a.m., shall not exceed 86 dbA at a distance of 50 feet. This requirement in no way relieves the Contractor from responsibility for complying with local ordinances regulating noise level.

Said noise level requirement shall apply to all equipment on the job or related to the job, including but not limited to trucks, transit mixers or transient equipment that may or may not be owned by the Contractor. The use of loud sound signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel. Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefore.

5-1.15 Water Conservation: Attention is directed to the various sections of the Standard Specifications which require the use of water for the construction of this project. Attention is also directed to the provisions of Section 7, "Legal Relations and Responsibility to the Public," of the Standard Specifications with regards to the Contractor's responsibilities for public convenience, public safety, preservation of property and responsibility for damage.

Nothing in this section "Water Conservation" shall be construed as relieving the Contractor from furnishing an adequate supply of water required for the proper construction of this project in accordance with the Standard Specifications or these Special Provisions or relieving the Contractor from the legal responsibilities defined in said Section 7.

The Contractor shall, whenever possible and not in conflict with the above requirements, minimize the use of water during construction of the project. Watering equipment shall be kept in good working order; water leaks shall be repaired promptly; and washing of equipment, except when necessary for safety or for the protection of equipment, shall be discouraged.

5-1.16 Project Appearance: The Contractor shall maintain a neat appearance for the work area.

In any area visible to the public, the following shall apply: When practicable, broken concrete and debris developed during clearing and grubbing shall be disposed of concurrently with its removal. If stockpiling is necessary, the material shall be removed or disposed of weekly.

The Contractor shall furnish trash bins for all debris from structure construction. All debris shall be placed in trash bins daily. Forms or falsework that are to be re-used shall be stacked neatly concurrently with their removal. Forms and falsework that are not to be re-used shall be disposed of concurrently with their removal.

Full compensation for conforming to the provisions in this section, not otherwise provided for, shall be considered as included in prices paid for the various contract items of work involved and no additional compensation will be allowed.

Section 6: (Intentionally Left Blank)

Section 7: Insurance Requirements

Contractor shall be required to carry Worker's Compensation, General Liability and Automotive Insurance in accordance with the terms provided for in the draft contract attached to this RFB.

Section 8: Materials

8-1: General

8-1.00 Measurement of Quantities: Attention is directed to the provisions in Section 9, "Payment" and other Sections of the Standard Specifications that pertain to measurement of quantities.

8-1.03 Aggregate: Attention is directed to all references of aggregates within the Standard Specifications.

For Class 2 Aggregate Base and HMA, the coarse aggregate (material retained by the 4 Sieve) shall consist of material of which at least 25 percent by weight shall be crushed particles as determined by California Test 205.

If the results of either or all the Sand Equivalent, aggregate grading or crushed particle tests do not meet the requirements specified for "Operating Range" but meet the "Contract Compliance" requirements, placement of the material may be continued for the remainder of the day. However, another day's work may not be started until tests, or other information, indicate to the satisfaction of the Engineer that the next material to be used in the work will comply with the requirements specified for "Operating Range."

If the results of either or all the aggregate grading, Sand Equivalent, or crushed particle tests do not meet the requirements specified for "Contract Compliance," the material which is represented by these tests shall be removed. However, if requested by the Contractor and approved by the Engineer, said material may remain in place and the Contractor shall pay to the County the following amounts for all such material left in place:

Item	Adjustment Aggregate Subbase	\$6.00/CY
Aggregate Base	\$2.00/Ton Cement Treated Base	\$6.00/CY Lean Concrete
Base	\$6.00/CY	
Asphalt Concrete	\$6.50/Ton	

The Department may deduct such amounts from any moneys due, or that may become due, the Contractor under the contract.

When both the aggregate grading and Sand Equivalent do not conform to "Contract Compliance" requirements, only one adjustment shall apply.

When a subbase or base material is to be measured by the ton, the weight will be converted to volume measurements for the purpose of this section, "Aggregates." Factors for converting ton to cubic yard will be determined in the field by the Engineer.

No single aggregate grading, sand equivalent, or crushed particle test shall represent more than 500 cubic yards or one day's production, whichever is smaller, except for asphalt concrete, where no single test shall represent more than 500 tons of aggregate or one day's paving, whichever is smaller.

Aggregate type material other than Class 2 may be used for shoulder backing with engineer's approval if material is shown to adequately bind together upon compaction.

With approval from engineer, material from grinding/pavement obliteration may be used for shoulder backing material if placed in locations that do not directly flow into water courses and the material adequately binds together with compaction.

8-1.04 Hot Mix Asphalt: HMA concrete shall be Type A, as designated 1/2" (12-mm) and 3/4 inch (18-mm) maximum, medium and shall conform to the provisions in Section 39, "Hot Mix Asphalt" of the Standard Specifications and these special provisions.

The amount of asphalt binder to be mixed with the aggregate for Type A asphalt concrete for paving shall be between 5 and 7 percent by weight of the dry aggregate as determined necessary by the Engineer. Liquid asphalt binder shall be grade PG64-10 or PG64-16 in conformance with Section 92, "Asphalts," of the Standard Specifications.

8-1.05 Pavement Markers: Pavement markers shall comply with Section 81-3, "Pavement Markers" of the Standard Specifications and these special provisions.

8-1.06 Thermoplastic Markings: Material for traffic stripes and pavement markings shall be Thermoplastic and shall comply with Section 84, "Traffic Stripes and Pavement Markings" of the Standard Specifications and these special provisions.

Section 9: Description of Work

The road work to be performed consists in general of a Full Depth Reclamation (FDR) of the existing subgrade, paving over the new FDR section with 4" of Hot Mix Asphalt for the repaired areas, striping and shoulder backing and the installation of guardrail system and signs for the following project:

Road Reconstruction
College City Road – White Road to 12th Street College City

Clearing and grubbing, traffic control, placement of reinforcement fabrics and traffic markings; and other such items or details, not mentioned above, that are required by the Plans, Standard Plans or these Special

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Provisions shall be performed, placed, constructed or installed.

Section 10: Construction Details Section 10-1: General

10-1.01 Control of Work: Order of work shall conform to the provisions in Section 5, "Control of Work", of the Standard Specifications.

Attention is directed to the provisions in Section 8-1.04, "Start of Job Site Activities," in Section 8-1.05, "Time," and in Section 8-1.10, "Liquidated Damages," of the Standard Specifications.

The following shall be added to Section 8-1.04 of the Standard Specifications: Contractor shall begin the physical work at the project site within 15 days of receiving notice to proceed. Contractor shall then diligently prosecute the same to completion before the expiration of 75 working days calculated using a 5 day work week.

The Contractor shall so conduct his operations as to cause the least possible obstruction and inconvenience to the public. In accordance with generally accepted construction practices, the Contractor shall be solely and completely responsible for their employees and equipment and their relationship to the traveling public and property throughout the job site. This requirement will apply continuously and not be limited to normal working hours.

If conditions arise which will interfere with the construction or become in conflict with the project plans and/or specifications, the Contractor shall notify the Engineer immediately and before continuing with the work in order that any necessary field revisions may be made. No such revisions shall be made without written order from the Engineer.

10-1.02 Progress Schedule: A progress schedule will be required for this contract but shall be basic in nature to allow for work planning and public notice. Schedule shall be calendar based with anticipated times. There is no contract item for project schedules. Schedules shall be considered as included in the payment for the various other items of work and no additional compensation will be allowed thereof.

10-1.03. Cooperation: Attention is directed to the Sections 5-1.20, "Coordination with Other Entities," and 5- 1.36D, "Utility and Non-Highway Facilities," of the Standard Specifications.

Known utilities and structures expected to be adjacent to or encountered in the work are shown on the plans. It is likely that there are some discrepancies and omissions in the locations and quantities of utilities and structures shown. Those shown are for the convenience of the Contractor only and no responsibility is assumed by the Engineer for their accuracy.

The work shall be so conducted as to permit utility companies to maintain their services without interruption. Any existing utilities or structures damaged during the course of the work shall be replaced or repaired to original condition by the Contractor at his own expense.

Contractor shall be responsible for obtaining encroachment permits or other agreements from any other agencies necessary to perform the work under this contract as required in Section 7, "Legal Relations and Responsibility to Public", of the Standard Specifications. Contractor shall be responsible for all landowner agreements for staging and/or stockpile locations if other than those supplied by county. Contractor shall supply county copies of all permits and agreements and have county approval of same, prior to these areas being utilized. All work shall comply with the environmental requirements for the project.

10-1.04 Fire Plan: The Contractor shall cooperate with local fire prevention authorities in eliminating hazardous fire conditions and shall implement the following fire plan under the direction of the Engineer:

1. The Contractor shall be responsible for:
 - A. Obtaining the phone number of the nearest fire suppression agency and providing this phone number to the Engineer as a first order of work.
 - B. Immediately reporting to said agency all fires occurring within the limits of the project.
 - C. Preventing all project personnel from setting open fires not a part of the work, unless the Fire Index is at "Low", or the determination of the Fire Index is suspended or, if in an area not covered by the Fire Index rating system, the Engineer determines that the fire hazard is negligible.
 - D. Preventing the escape of fires caused directly or indirectly as a result of project operations and extinguishing all said fires.
 - E. All equipment service areas, parking areas and gas and oil storage areas shall be located so that there is no flammable material within a radius of at least 50 feet of said area. Small mobile or stationary engine sites shall be cleared of flammable material for a radius of at least 15 feet from such engine.

Full compensation for conforming to the provisions herein shall be considered as included in the contract prices paid for the various items of work and no separate payment will be made, therefore.

10-1.05 Obstructions: Attention is directed to the provisions in Section 5-1.36D, "Non-Highway Facilities", 15, "Existing Facilities", and 51-1.03E(9), "Utility Facilities," of the Standard Specifications.

Contractor shall notify the underground service alert (USA) at (800) 642-2444 a minimum of 48 hours prior to doing any excavation. Contractor shall notify the Department of Public Works at (530) 458-0466 prior to commencing work, at which time contractor shall supply to the County its underground service alert ticket number.

10-1.06 Maintaining Traffic: Attention is directed to Sections 7-1.03, "Public Convenience", 7-1.04, "Public Safety" and 12, "Temporary Traffic Control," of the Standard Specifications and to the Section entitled "Public Safety" elsewhere in these Special Provisions. Nothing in these Special Provisions shall be construed as relieving the Contractor from his responsibility as provided in Section 7-1.04 of the

Standard Specifications.

10-1.07 Existing Highway Facilities: The work performed in connection with various existing highway facilities shall conform to the provisions in Section 15, "Existing Facilities", of the Standard Specifications.

10-1.08 Mobilization: Mobilization shall conform to the provisions in Section 9-1.16D, "Mobilization," of the Standard Specifications.

10-1.09. Signs and Traffic Control.--Construction area signs shall be furnished, installed, maintained, and removed when no longer required in accordance with the provisions in Section 12, "Temporary Traffic Control", of the Standard Specifications and these special provisions. Stationary mounted project signing of "Road Work Ahead" and "End Construction" signs shall be placed in advance, approximately 2000' on all public county roads leading into the road reconstruction areas for the duration of the construction period. Portions of project with expected short construction periods, may only justify temporary signing. For temporary signing, Contractor shall submit a signing plan to county for approval. Additional minimum signing shall be placed as described above and as required by the appropriate sections of the Standard Specifications.

All traffic control and signing used on the contract shall conform to the requirements set forth in the current manual, "Manual of Traffic Controls for Construction and Maintenance Work Zones", issued by the Department of Transportation. Construction sign dimensions contained in the "Traffic Control Manual" are minimum dimensions. The Contractor shall, at his own expense, furnish, erect and maintain all signs and/or protective devices as are necessary to give adequate warning to the public at all times that the improvements are under construction and of any dangerous, or unsafe conditions that may be encountered as a result thereof. Length of control zones shall be the minimum required for the work being performed to minimize inconvenience to the public. When necessary, pilot cars shall be utilized to control traffic through the work area.

Contractor shall be responsible for obtaining encroachment permits or other agreements from any other agencies necessary to perform the work under this contract as required in Section 7, "Legal Relations and Responsibility to Public", of the Standard Specifications. Contractor shall be responsible for all landowner agreements for staging and/or stockpile locations if used by contractor. Contractor shall supply county copies of all permits and agreements and have county approval of same, prior to these areas being utilized. All work shall comply with the environmental requirements for the project.

10-1.10. Clearing and Grubbing -- Clearing and grubbing shall conform to the provisions in Section 16, "Clearing and Grubbing," of the Standard Specifications and these special provisions. Vegetation shall be cleared and grubbed only within the excavation and embankment slope lines and shoulder areas. All existing vegetation, outside the areas to be cleared and grubbed, shall be protected from injury or damage resulting from the Contractor's operations.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary for clearing and grubbing shall be considered as included in the payment for this item of work, and no

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additional payment will be allowed, thereof.

Nothing herein shall be construed as relieving the Contractor of his responsibility for final cleanup of the highway as provided in Section 4-1.13, "Cleanup," of the Standard Specifications.

10-1.13 Class 2 Aggregate Base-- Aggregate base shall be Class 2 $\frac{3}{4}$ " maximum and shall conform to the provisions in Section 26, "Aggregate Bases," of the Standard Specifications and Section 8 of these special provisions. Removal and placement of culverts shall occur prior to the road obliteration and the placement of the class 2 aggregate base items of work.

The following paragraph shall be added to the section:

The coarse aggregate (material retained on the No. 4 (4.75-mm sieve) shall consist of material of which at least 25 percent by weight shall be crushed particles as determined by California Test 205.

The required minimum thickness of base shall be placed and the finished surface shall be graded to the dimensions shown on the plans and typical sections included with these special provisions. The surface of base shall be approved by Engineer prior to the placement of the HMA for grade and compaction, a minimum of 24 hours prior to the scheduling of the placement of the HMA.

All existing entrances and conforms shall be constructed using Class 2 Aggregate base as directed by engineer. Entrances shall be at a minimum, of as good of quality and shape as previously existing entrances and/or be improved as directed by engineer.

This item is subject to the fuel price adjustment as outlined in 5-1.10 Payments of these special provisions.

10-1.16 Hot Mix Asphalt Concrete (HMA).--HMA concrete shall be Type A, as designated 1/2 inch maximum for widening and repair work and $\frac{3}{4}$ inch maximum for overlay portion of work. All HMA shall conform to the provisions in Section 39, "Hot Mix Asphalt," of the Standard Specifications and these special provisions.

HMA shall be placed as shown on the details by the construction method process as required by the standard specifications Section 39-3.01 (2006 Standard Specifications) and these provisions. So called super paving or performance paving specifications shall not apply.

Hot mix asphalt concrete for road repair shall be placed in the full volume area from the excavation (full plug) in lifts not to exceed 3". If dimension is unobtainable in equal 3" lifts, the lifts shall be as near equal as possible (i.e. 5" would be two 2.5" lifts or 7" would be three 2.33" lifts). Each lift shall be compacted and cooled to an acceptable temperature before the next lift is placed. Geotextile fabric conforming to the appropriate section of the standard specifications and these provisions, shall be fully placed in the bottom of the excavation prior to backfilling with HMA. . It is anticipated that additional deterioration

and, also from field discovery during construction, some variance in what is shown, listed on plans, and tabulated within these special provisions will occur, and the estimated quantity was increased in anticipation of this. Section 9-1.06B & C shall not apply for the item “HMA - Repair” and no adjustment to compensation for increases or decreases more than 25% or the elimination of the item will be made.

The amount of asphalt binder to be mixed with the aggregate for Type A HMA shall be between 4.0 and 7.0 percent by weight of the dry aggregate as determined necessary by the Engineer. Liquid asphalt binder shall either be grade PG-64-10 or PG-64-16 in conformance with Section 92, “Asphalts,” of the Standard Specifications.

Aggregate shall conform to the requirements of the 1/2 inch maximum and 3/4 inch maximum, gradation of Section 39-1.02E, “Aggregate,” of the Standard Specifications.

A paint binder (tack coat) shall be applied to all mating surfaces along concrete and at conforms to existing pavement prior to placement of new asphalt concrete. At the option of the contractor, either slow or rapid- setting asphaltic emulsions, or paving asphalt may be used and shall conform to Sections 39 and 94 of the Standard Specifications. There is no separate item for the placement of the tack coat and the cost shall be included in the contract price paid per HMA ton and no additional compensation will be allowed therefore.

Asphalt concrete will be paid for at the unit bid price per ton (tonne) as determined by weight measurement. The Contractor shall provide, as each truck reaches the project, weight slips to the Engineer. The Contractor shall provide the Engineer with a tabulation, upon completion of the project, which shows gross, tare, and net weights for each truck load delivered to the project. Payment for asphalt concrete shall include full compensation for furnishing all labor, materials, tools and equipment, and performing all the work (saw cutting, grinding, paint binder or tack coat, etc.) necessary to place the asphalt concrete and all work incidental thereto.

Asphalt concrete shall be spread in one operation with a self-propelled spreader ready for compaction without further shaping.

Additional asphalt concrete surfacing material shall be placed along the edge of the surfacing at road connections and private drives, hand raked if necessary, and compacted to form smooth tapered conforms. Full compensation for furnishing all labor and tools and doing all the work necessary to hand rake said conforms shall be considered as included in the contract price paid per ton for the various contract items of asphalt concrete surfacing involved and no additional compensation will be allowed therefore.

Compacting shall be performed with a tandem roller weighing not less than 8 tons except smaller compacting equipment may be used for road repair work to match conditions as approved by engineer. Placing of asphalt concrete will not be approved during adverse conditions as determined by the Engineer. Any material left on hand after paving has been ordered stopped due to darkness, weather or other adverse conditions shall be disposed of at the Contractor's expense, including the cost of the material. If the temperature of any mixture leaving the plant drops twenty (20) degrees F between the time of leaving the plant and placing on the road or if air temperature is fifty (50) degrees F or lower,

the Contractor shall furnish and use full tarpaulins to cover all loads when directed by the Engineer.

In addition to the requirements in Section 39-1.10, "Spreading and Compaction Equipment," of the Standard Specifications and these special provisions, asphalt paving equipment shall be equipped with automatic screed controls and a sensing device or devices.

When placing asphalt concrete to lines and grades established by the Engineer, the automatic controls shall control the longitudinal grade and transverse slope of the screed. Grade and slope references shall be furnished, installed and maintained by the Contractor. The minimum length of the ski device shall be 30-feet. The ski device shall be a rigid one piece unit and the entire length shall be utilized in activating the sensor.

When placing the first lane of asphalt concrete, the end of the screed nearest the centerline shall be controlled by a sensor activated by a ski device not less than 30 feet long. The end of the screed farthest from the centerline shall be controlled by a sensor activated by a similar ski device.

When paving contiguously with previously placed mats, the end of the screed adjacent to the previously placed mat shall be controlled by a sensor that responds to the grade of the previously placed mat and will reproduce the grade in the new mat within a 0.01-foot tolerance. The end of the screed farthest from the previously placed mat shall be controlled in the same manner as when placing the initial lane.

Should the methods and equipment furnished by the Contractor fail to produce a layer of asphalt concrete conforming to the requirements, including straightedge tolerance, of Section 39-1.12, "Smoothness," of the Standard Specifications, the paving operations shall be discontinued and the Contractor shall modify his equipment or furnish Substitute equipment.

Should the automatic screed controls fail to operate properly during any day's work, the Contractor may use manual control of the spreading equipment for the remainder of that day, however, the equipment shall be corrected or replaced with alternative automatically controlled equipment conforming to the requirements in this section before starting another day's work. The complete surfacing shall be true to grade and cross section, of uniform smoothness and texture, compacted firmly and free from depressions, humps or irregularities.

The area to which tack coat has been applied shall be closed to public traffic. Care shall be taken to avoid tracking tack coat material onto existing pavement surfaces beyond the limits of construction.

A drop-off of more than 0.17-foot will not be allowed at any time between adjacent lanes open to public traffic overnight. A P70 wedge joint may be allowed with adequate signing and approval by engineer.

No separate measurement will be made for tack coat required by the standard specifications and these special provisions.

Measurement and payment for all work performed under this section "Asphalt Concrete" of these Special Provisions, including asphalt concrete paving and paint binder, shall conform to the provisions

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in Section 39- 6, “Payment,” of the Standard Specifications, as amended in these Special Provisions.

This item is subject to the asphalt and fuel price adjustments as outlined in 5-1.10 Payments of these special provisions.

10-1.17 Shoulder backing.— Shoulder backing shall be placed as shown on the details or as directed by engineer. Contractor shall place imported material to eliminate the abrupt edge after paving operations are complete and to construct shoulders as shown on the plans and details. The finished shoulder shall be a minimum of a 2 foot wide compacted aggregate material, the 2 feet projecting with the same cross slope as the traveled lane with a compacted slope that adequately maintains the shoulder area. Aggregate type material other than Class 2 may be used with engineer’s approval if material is shown to adequately bind together upon compaction.

With approval from engineer, salvaged material from grinding asphalt concrete from this project or other projects may be used for shoulder backing material if placed in locations that do not directly flow into water courses and it is shown that the material adequately binds together with compaction.

If contractor utilizes class 2 aggregate that has been paid for under the separate Class 2 AB item for this contract (such as windrowing prior to paving), the shoulder-backing item will be eliminated for that area. Double payment for shoulder-backing material will not be allowed. Otherwise, shoulder backing shall be paid for at the unit bid price per Sta. (100 feet) as determined by measurement. Payment for shoulder backing shall include full compensation for furnishing all labor, materials, tools and equipment, and performing all the work necessary to place the shoulder backing and where there is not a separate item for aggregate base, shall include all work to restore road connections and driveways, and all work incidental thereto. All connections and private driveways at completion shall be in as good of condition as prior to project or improved.

This item is subject to the fuel price adjustment as outlined in 5-1.10 Payments of these special provisions.

10-1.19 Pavement and Traffic Markings—Traffic Lines and Pavement Markings shall conform to the provisions in Section 81 “Miscellaneous Traffic Control Devices”, Section 84 “Traffic Stripes and Pavement Markings” and 84-2, "Thermoplastic traffic stripe and pavement markings," of the Standard Specifications, Standard Plans, and these special provisions. Contract Item shall be by linear feet (striping) to establish the full detail as shown on the appropriate Standard Plan including supplying and installing the Pavement Markers as shown on designated detail. Section 84-2.04 “Payment” shall be revised to “A double traffic stripe consisting of 2 adjacent 6” stripes shall be measured as one stripe by centerline linear foot when installed to acquire the appropriate detail.

Quantity shown for traffic markings are for lane striping from the 2047 Canal to Browning Road to obtain reasonable ending points for the new striping standard. This will include some restriping over existing markings. When restriping, contractor shall be responsible for removing markers that will be in conflict and replacing any damaged or markers in poor condition and installing traffic markings to

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best match location of the existing traffic markings. Contractor shall be responsible for referencing and re-establishing any marking locations that will be lost during construction.

Contractor shall be responsible for placing and maintaining all temporary markings until the permanent markings are in place, including centerline striping patterns, legends, limit lines, etc.

(DO NOT DETACH)
BID TO THE COUNTY OF COLUSA DEPARTMENT OF PUBLIC WORKS
CONTRACT NO. - 3000178-2025

NAME OF BIDDER: _____

BUSINESS P.O. BOX: _____

CITY, STATE, ZIP: _____

BUSINESS STREET ADDRESS: _____

(Please include even if P.O. Box used)

CITY, STATE, ZIP: _____

TELEPHONE NO: AREA CODE () _____

FAX NO: AREA CODE () _____

EMAIL ADDRESS: _____

CONTRACTOR LICENSE NO.: _____

The work for which this bid is submitted is for construction in conformance with the Special Provisions (including the payment of not less than the State general prevailing wage rates or Federal minimum wage rates), the project plans described below, including any addenda thereto, the contract annexed hereto, and also in conformance with the California Department of Transportation Standard Plans, dated 2018, the Standard Specifications, dated 2018, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished.

The project plans for the work to be done are entitled:

COUNTY OF COLUSA DEPARTMENT OF PUBLIC WORKS PROJECT PLANS FOR
ROAD RECONSTRUCTION COLLEGE CITY
WHITE ROAD TO 12TH STREET COLLEGE CITY

Bids are to be submitted for the entire work. The amount of the bid for comparison purposes will be the total of all items. The bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for that purpose. In the case of unit basis items, the amount set forth under the "Item Total" column shall be the product of the unit price bid and the estimated quantity for the item.

In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail, except as provided in (a) or (b), as follows:

- (a) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total column, then the amount set forth in the item

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total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;

- (b) (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentage wise the unit price or item total in the *COUNTY OF COLUSA's* Final Estimate of cost.

If both the unit price and the item total are unreadable or otherwise unclear, or are omitted, the bid may be deemed irregular. Likewise if the item total for a lump sum item is unreadable or otherwise unclear, or is omitted, the bid may be deemed irregular unless the project being bid has only a single item and a clear, readable total bid is provided.

Symbols such as commas and dollar signs will be ignored and have no mathematical significance in establishing any unit price or item total or lump sums. Written unit prices, item totals and lump sums will be interpreted according to the number of digits and, if applicable, decimal placement. Cents symbols also have no significance in establishing any unit price or item total since all figures are assumed to be expressed in dollars and/or decimal fractions of a dollar. Bids on lump sum items shall be item totals only; if any unit price for a lump sum item is included in a bid and it differs from the item total, the items total shall prevail.

The foregoing provisions for the resolution of specific irregularities cannot be so comprehensive as to cover every omission, inconsistency, error or other irregularity which may occur in a bid. Any situation not specifically provided for will be determined in the discretion of the *COUNTY OF COLUSA*, and that discretion will be exercised in the manner deemed by the *COUNTY OF COLUSA* to best protect the public interest in the prompt and economical completion of the work. The decision of the *COUNTY OF COLUSA* respecting the amount of a bid, or the existence or treatment of an irregularity in a bid, shall be final.

If this bid shall be accepted and the undersigned shall fail to enter into the contract and furnish the 2 bonds in the sums required by the State Contract Act, with surety satisfactory to the *COUNTY OF COLUSA*, within 8 days, not including Saturdays, Sundays and legal holidays, after the bidder has received notice from the *COUNTY OF COLUSA* that the contract has been awarded, the *COUNTY OF COLUSA* may, at its option, determine that the bidder has abandoned the contract, and thereupon this bid and the acceptance thereof shall be null and void and the forfeiture of the security accompanying this bid shall operate and the same shall be the property of the *COUNTY OF COLUSA*.

CONTRACTORS BID

College City Road – White Road to 12th Street College City

College City Road; ROAD NO. 178

NO.	ITEM DESCRIPTION	UNIT QUANTITY	UNIT COST	AMOUNT
1	MOBILIZATION			
2	SIGNS & TRAFFIC CONTROL			
3	CLEARING AND GRUBBING			
4	PULVERIZE ROADBED			
5	12" CEMENT TREATMENT			
6	HMA 4"			
7	SHOULDERBACKING			
8	PAVEMENT MARKING – WHITE (S)			
9	TRAFFIC MARKING DETAIL 6 (S)			
10	TRAFFIC MARKING DETAIL 19 (S)			
11	TRAFFIC MARKING DETAIL 22 (S)			
12	TRAFFIC MARKING DETAIL 27 B&C (S)			
13	REMOVAL OF RAIL AND POSTS			
14	GRADING			
15	MGS & POSTS			
16	SKT-TERM END SECTION			

TOTAL _____

Note: Evaluation of the submitted bids utilizing the various sources of information shall be the sole and final determination of the County of Colusa and may not be based solely on cost.

The Bidder shall list the name and address of each subcontractor to whom the Bidder proposes to subcontract portions of the work, as required by the provisions in Section 2-1.33C, "Subcontractor List", of the Standard Specifications and Section 2 of these special provisions.

LIST OF SUBCONTRACTORS

<u>Name and Address</u>	<u>Description of Portion of Work Subcontracted</u>

Prior Work Performance References

Public Agency: _____

Project Manager: _____

Phone Number: _____

Dates and Description of Work: _____

Public Agency: _____

Project Manager: _____

Phone Number: _____

Dates and Description of Work: _____

Public Agency: _____

Project Manager: _____

Phone Number: _____

Dates and Description of Work: _____

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Public Agency: _____

Project Manager: _____

Phone Number: _____

Dates and Description of Work: _____

Public Agency: _____

Project Manager: _____

Phone Number: _____

Dates and Description of Work: _____

Public Agency: _____

Project Manager: _____

Phone Number: _____

Dates and Description of Work: _____

(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS BID SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS BID)

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder _____, proposed subcontractor _____, hereby certifies that he has , has not, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

PUBLIC CONTRACT CODE

Public Contract Code Section 10285.1 Statement

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has, has not been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Public Contract Code 10232 Statement

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Statement and Questionnaire. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Public Contract Code Section 10162 Questionnaire

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire: Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No _____

If the answer is yes, explain the circumstances in the following space.

[illegible]

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Noncollusion Affidavit
(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

To the COUNTY of COLUSA
DEPARTMENT OF PUBLIC WORKS.

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Noncollusion Affidavit is part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Accompanying this proposal is _____

(NOTICE: INSERT THE WORDS "CASH(\$ _____)," "CASHIER'S CHECK," "CERTIFIED CHECK," "C " "BIDDER'S BOND," AS THE CASE MAY BE.) in amount equal to at least ten percent of the total of the bid.

The names of all persons interested in the foregoing proposal as principals are as follows:

IMPORTANT NOTICE

If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a copartnership, state true name of firm, also names of all individual copartners composing firm; if bidder or other interested person is an individual, state first and last names in full.

Licensed in conformance with an act providing for the registration of Contractors,
License No. _____ Classification(s) _____

ADDENDA -This Proposal is submitted with respect to the changes to the contract included in addenda (if any)

number/s _____
(Fill in addenda numbers if addenda have been received and insert, in this Proposal, any Engineer's Estimate sheets that were received as part of the addenda.)

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this proposal I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Noncollusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

Date: _____



Signature and Title of Bidder

Business Address _____

Place of Business _____

Place of Residence _____

Request for Bids – Road Reconstruction – College City Road

Contract No. 3000178-2025

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**COUNTY OF COLUSA
DEPARTMENT OF PUBLIC WORKS**

BIDDER'S BOND

We, _____
_____ as Principal, and

as Surety are bound unto the County of Colusa, State of California, hereafter referred to as "Obligee", in the penal sum of ten percent (10%) of the total amount of the bid of the Principal submitted to the Obligee for the work described below, for the payment of which sum we bind ourselves, jointly and severally,

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal is submitted to the Obligee, for _____

(Copy here the exact description of work, including location as it appears on the bid)

for which bids are to be opened at _____ on _____
(Insert place where bids will be opened) (Insert date of bid opening)

NOW, THEREFORE, if the Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in conformance with the bid, and files two bonds with the Obligee, one to guarantee faithful performance of the contract and the other to guarantee payment for labor and materials as provided by law, then this obligation shall be null and void; otherwise, it shall remain in full force.

In the event suit is brought upon this bond by the Obligee and judgement is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

Dated: _____, 20 .

Principal

Surety
By _____
Attorney-in-fact

CERTIFICATE OF ACKNOWLEDGMENT
Pursuant to California Civil Code Section 1189 & 1195

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,
 County of
 Colusa

On _____ before me _____, (insert name and title of the officer)
 personally appeared _____, 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.

Signature _____
 (SEAL)

DRAFT CONTRACT IS PROVIDED

AS AN INFORMATIONAL ITEM ONLY

DO NOT COMPLETE WITH BID

**Colusa County Department of Public Works Contract for Construction on
County Roads Road construction – College City Road
CONTRACT NO. 3000178**

This roadway traffic markings contract (“Contract”) is between the County of Colusa (“County”), a political subdivision of the State of California and _____ (“Contractor”), a California Corporation,. This is a public works contract subject to Department of Industrial Relations registration, and payment of prevailing wage.

Services to be Performed: Contractor agrees at its own expense to furnish all equipment, labor and materials necessary to provide County with the work called for in the Contract Documents, including but not limited to the Notice of Bidders, Special Provisions, Bid Book, and Contractors bid or proposal for the County’s construction on College City Road, Contract No. 3000, 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. This includes:

- A. Contractor’s bid and proposal;
 - B. The California Department of Transportation Standard Plans dated 2018;
 - C. The California Department of Transportation Standard Specifications dated 2018; and
 - D. The Notice to Bidders, Special Provisions, and Bid Book for Contract No. 3000178-2025, dated _____, including all addendums and attachments thereto.
2. **Term and Liquidated Damages:** This Contract shall begin on the date of the issuance of the Notice to Proceed and shall continue until all requested services are completed before the expiration of 75 WORKING DAYS, beginning either on the fifteenth (15) calendar day after the Notice to Proceed has been issued by County of Colusa or the first physical work day, whichever occurs first. Attention is directed to the provisions in Section 8-1.04, "Start of Job Activities," in Section 8-1.14, "Contract Termination," and in Section 8-1.10, "Liquidated Damages," of the Standard Specifications. Liquidated Damages shall be \$4,800 per day.
3. **Compensation:** County will pay Contractor compensation not to exceed \$ _____, as bid. Compensation will be paid in accordance with paragraph 4, Method of Payment.
- A. **Retention:** An amount of 5% shall be deducted 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 services provided for in paragraph 1, Contractor shall provide County with a final invoice. Upon receipt of the final 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.

Request for Bids – Road Reconstruction – College City Road

Contract No. 3000178-2025

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- 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 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,

Request for Bids – Road Reconstruction – College City Road

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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. 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;
- 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.

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

Request for Bids – Road Reconstruction – College City Road

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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. **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.
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 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. **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.
15. **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.
16. **Written Notification:** Any notice, demand, request, consent, approval, or communication that

Request for Bids – Road Reconstruction – College City Road

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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: Colusa County Public Works
1215 Market Street, Colusa CA 95932
(530) 458-0466

If to Contractor:

17. **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.
18. **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.
19. **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.
20. **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.
21. **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.
22. **Termination:** This Contract may be terminated for the following reasons:

Request for Bids – Road Reconstruction – College City Road
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- 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.
- 23. 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.
- 24. Attachments:** All attachments referred to are incorporated and made part of the Contract. Attachments include: _____ **Bid for 3000178-2025**

IN WITNESS WHEREOF, the parties have caused this Contract to be executed on this day of _____, 2025.

COUNTY OF COLUSA

Chair of the Board of Supervisors
County of Colusa

APPROVED AS TO FORM

Jennifer K Sutton, Agency Counsel

CONTRACTOR

Signature

Printed Name and Title

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

By

Ann Nordyke, Deputy

COUNTY OF COLUSA
DEPARTMENT OF PUBLIC
WORKS

PAYMENT BOND
(Section 3247, Civil Code)

WHEREAS, The County of Colusa, acting by and through the Department of Public Works, hereafter referred to as “Obligee”, has awarded to Contractor _____ hereafter designated as the “Principal”, a contract for the work described as follows:

AND WHEREAS, said Principal is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, materialmen and other persons as provided by law.

NOW, THEREFORE, we the undersigned Principal and Surety are bound unto the Obligee in the sum of dollars (\$) _____, for which payment, we bind ourselves, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if said Principal or its subcontractors shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board for the wages of employees of the Principal and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor, that the surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the surety will pay a reasonable attorney’s fee to fixed by the court.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

Dated: _____

Correspondence or claims relating to this bond should be sent to the surety at the following address:

Principal

Surety **(SEAL)**

By : Attorney-in-Fact

NOTE: Signatures of those executing for the surety must be properly acknowledged.

Request for Bids – Road Reconstruction – College City Road
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CERTIFICATE OF ACKNOWLEDGMENT**Pursuant to California Civil Code Section 1189 & 1195**

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,
County of
Colusa

On _____ before me _____,
(insert name and title of the officer)
personally _____ appeared

_____, 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.

Signature _____
(SEAL)

COUNTY OF COLUSA
DEPARTMENT OF PUBLIC
WORKS

PERFORMANCE BOND

(To Accompany Contract)

Bond No. _____

WHEREAS, the City / County of _____, acting by and through the Department of Public Works, has awarded to Contractor _____, hereafter designated as the "Contractor", a contract for the work described as follows:

AND WHEREAS, the Contractor is required to furnish a bond in connection with said contract, guaranteeing the faithful performance thereof:

NOW, THEREFORE, we the undersigned Contractor and Surety are held firmly bound to the County of Colusa in the sum of (\$____), to be paid to said County or its certain attorney, its successors and assigns: for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if the above bound Contractor, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the foregoing contract and any alteration thereof made as therein provided, on his or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning, and shall indemnify and save harmless the County of Colusa, its officers and agents, as therein stipulated, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this _____ Day of _____, 20____.

Correspondence or claims relating to this bond should be sent to the surety at the following address:

Contractor

Name of Surety (SEAL)

By : Attorney-in-Fact

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NOTE: Signatures of those executing for the surety must be properly acknowledged.

CERTIFICATE OF ACKNOWLEDGMENT
Pursuant to California Civil Code Section 1189 & 1195

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,
 County of
 Colusa

On _____ before me _____,
(insert name and title of the officer)

Personally appeared _____, 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.

Signature _____
 (SEAL)



Request For County Board of Supervisors Action

MEETING DATE: December 17, 2024

DEPARTMENT: Purchasing and Procurement

FROM: Molly West

SUBJECT: Ratify Open-End (Equity) Lease Rate Quote numbers Q389164 and Q8427711 with Enterprise Fleet Management for 2 vehicles for the Public Works Department.

Ratify Open-End (Equity) Lease Rate Quote numbers Q389164 and Q8427711 with **Enterprise Fleet Management** for 2 vehicles for the Public Works Department.

Detailed Description/Background of request

Ratify Open-End (Equity) Lease Rate Quote numbers Q389164 and Q8427711 with Enterprise Fleet Management for 2 vehicles for the Public Works Department.

The Public Works Department has budgeted for one dump truck and one water truck to be leased through Enterprise Fleet Management.

The vehicles to be leased through Enterprise Fleet Management are:

2024 Kenworth T880 Dump Truck
2025 Ford F-750 Water Truck

Vehicles are circulated through a lease period averaging 3-5 years, depending on usage. Vehicles may be terminated at any time, with no penalty, or kept under the CMAS program. The monthly lease payments include all routing maintenance, excluding tires. There are local vendors under contract to perform all maintenance or other repair work should the need arise.

Due to these vehicles being specialized and difficult to locate, the Purchasing Agent authorized the quotes so Public Works would not miss out on the opportunity to obtain these vehicles. Prior to quotes being signed, these vehicles could be sold or leased to other interested parties. Staff is now requesting that these two Open-Ended Equity Lease Rate Quotes be ratified.

Prior Board Action

The Master Equity Lease Agreement was approved on May 5, 2020.

Fiscal Impact/Funding Source

Budgeted.

The total monthly rental for the dump truck is \$3,798.63.

Action Item (ID # 10186)

Meeting of December 17, 2024

The total monthly rental for the water truck is \$2,031.08

Action for the Clerk

None.

ATTACHMENTS:

- Q 8389164_2024 Kenworth T880 Dump Truck_Public Works (PDF)
- Q 8427711 2025 Ford F-750 Water Truck_Public Works (PDF)



Prepared For: County of Colusa
West, Molly

Date 10/31/2024
AE/AM BTS/DAC

Unit #
Year 2024 Make *Kenworth Model *T880
Series *SBA

Vehicle Order Type In-Stock Term 72 State CA Customer# 570411

Number of Units 1 Initial WBS

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name	Dump Truck
Exterior Color	
Interior Color	
Lic. Plate Type	Exempt
GVWR	0

\$ 210,555.36	Capitalized Price of Vehicle ¹
\$0.00 *	Sales Tax <u>0.0000%</u> State <u>CA</u>
\$ 2,793.14 *	Initial License Fee
\$ 0.00 *	Registration Fee
\$ 625.00	Other: (See Page 2)
\$ 25,200.00 *	Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00 *	Security Deposit
\$2,205.00 *	Taxes

\$ 185,980.36	Total Capitalized Amount (Delivered Price)
\$ 2,581.41	Depreciation Reserve @ <u>1.3880%</u>
\$ 912.85	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²

\$ 3,494.26 Total Monthly Rental Excluding Additional Services

Additional Fleet Management

	Master Policy Enrollment Fees
\$ 0.00	Commercial Automobile Liability Enrollment
	Liability Limit <u>\$0.00</u>

\$ 0.00	Physical Damage Management
---------	----------------------------

\$ 0.00	Full Maintenance Program ³ Contract Miles <u>0</u>
	Incl: # Brake Sets (1 set = 1 Axle) <u>0</u>

Comp/Coll Deductible	<u>0 / 0</u>
OverMileage Charge	<u>\$ 0.0600</u> Per Mile
# Tires <u>0</u>	Loaner Vehicle Not Included

\$ 0.00 Additional Services SubTotal

\$ 304.37	Tax <u>8.7500%</u> State <u>CA</u>
-----------	------------------------------------

\$ 3,798.63 Total Monthly Rental Including Additional Services

\$ 118.84	Reduced Book Value at <u>72</u> Months
\$ 400.00	Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 10,000
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)
Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open-End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open-End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.
Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a \$500 disposal fee, interest incurred, and loss of use.

LESSEE County of Colusa
BY Signed by: Wendy S. Tyler TITLE County Administrative Officer DATE October 31, 2024

* INDICATES ITEMS TO BE BILLED ON DELIVERY.
¹ Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.
² Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).
³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Attachment: Q 8389164_2024 Kenworth T880 Dump Truck_Public Works (10186 : Ratify equity lease rate quotes with Enterprise)

Aftermarket Equipment Total

Description	(B)illed or (C)apped	Price
Dump Truck	C	\$ 50,400
Total Aftermarket Equipment Billed		\$
Total Aftermarket Equipment Capitalized		\$ 50,400
Aftermarket Equipment Total		\$ 50,400

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	C	\$ 400
Pricing Plan Delivery Charge	C	\$ 200
Courtesy Delivery Fee	C	\$
Total Other Charges Billed		\$
Total Other Charges Capitalized		\$ 600
Other Charges Total		\$ 600

Initial


Attachment: Q 8389164_2024 Kenworth T880 Dump Truck_Public Works (10186 : Ratify equity lease rate quotes with Enterprise)

VEHICLE INFORMATION:

2024 *Kenworth *T880 *SBA - US

Series ID:

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$159,995.36	\$159,995.36
Total Options	\$0.00	\$0.00
Destination Charge	\$0.00	\$0.00
Total Price	\$159,995.36	\$159,995.36

SELECTED COLOR:

Exterior: -
Interior: -

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSF
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Attachment: Q 8389164_2024 Kenworth T880 Dump Truck_Public Works (10186 : Ratify equity lease rate quotes with Enterprise)

Attachment: Q 8389164_2024 Kenworth T880 Dump Truck_Public Works (10186 : Ratify equity lease rate quotes with Enterprise)



ROGUE TRUCK BODY - ESTIMATE FORM

PO BOX 3224, 240 FINCH ROAD, KERBY, OR 97631

PHONE 541-592-6972- FAX 541-592-2527

Salesman/Customer Name: SCOTT HEARN

Dealership Name: PAPE KENWORTH

Address: 20769 INDUSTRY WAY, ANDERSON CA. 96007

Phone/Email: 530-360-4374 / SHEARN@PAPEKENWORTH.COM

Job/Build Reference: STOCK 15' DEMO BODY

Contact: SCOTT HEARN

RTB Salesman: GEORGE JONES

Estimate Number: 230731-01

Estimate Date: 7/31/2023

KERBY INSTALL

We are pleased to offer the following Quotation per your request:

RTK-67102

ROGUE SUPER 10 STYLE 15' DEMO BOX
 10" FLOOR MAIN FRAME W/ RUBBER PADS
 1/4" / 6.35MM HARDOX FLOOR
 137" HYVA HOIST
 3 WIDE STEPS ON FRONT WALL
 2 STEPS INSIDE FRONT WALL
 SHOVEL HOLDER ON LH FRONT WALL
 3/16" HARDOX SIDES
 STANDARD 3MM TOP RAILS
 SUPER 10 STYLE 12-1/2" REAR POST
 STANDARD SPREADER APRON
 AIRLIFT MUDFLAPS
 STANDARD STEEL SKIRTS
 SKIRT LIGHTS, 2 PER SIDE (2-1/2")
 CAB SHIELD MOUNTED ELECTRIC RH TARP SYSTEM
 ADD WELD ON GRAB HANDLE TO CAB SHIELD
 ELECTRIC SOLID ASPHALT TARP (BLACK)
 3/16" HARDOX TAIL GATE
 UNDER RAIL AIR LIFT GATE ARMS
 STEEL CYLINDER COVERS
 4" X 16" ALUMINUM TAIL GATE CYLINDERS
 REFLECTIVE TAPE ON UPPER CORNERS OF GATE
 SPREADER CHAINS
 NO REAR HEADER LIGHTS
 PAINT - L6551

Initial
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Attachment: Q 8389164_2024 Kenworth T880 Dump Truck_Public Works (10186 : Ratify equity lease rate quotes with Enterprise)

RTA-11200

TRUCK - SUBFRAME
SUBFRAME COLOR - N0001EA BLACK
5/16" X 8-5/8" HOIST MOUNT
PUMP
AIR SHIFT PTO / MANUAL TRANSMISSION
ALUMINUM 25 GAL SIDE OF FRAME SADDLE MOUNT OIL RESEVOIR
DASHPLATE, W/ AIR FLAPS & AIR LIFT GATE
CABLE CONTROL
ALUMINUM 13" AIRLIFT MUDFLAPS W/3 4" LIGHTS
SS Q-130 QUARTER FENDERS
TAIL PLATE WITH 370A PINTLE HITCH
SET UP WITH GLAD HANDS & 7 WAY PLUG
SAFETY HOOK CABLE BRACKET

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KENWORTH CHASSIS FINAL BILL PAGE 001
 VMXXR036-1 FOR VIN 1NKZLP0X7RJ385325 AS OF 11/13/23
 UNIT TYPE 2 OF FLEET 385325 THRU 385326
 DEALER CODE - P353 CUSTOMER NO - CG59 DATES
 NAME AND ADDRESS STOCK REQ DELV 12/04/23
 PAPE KENWORTH - ANDERSON
 20769 INDUSTRY RD CA STOCK DUMP DELIVERY 11/13/23
 PRIC EFF 11/13/23

ANDERSON CA 96007
 PREVIOUS CHASSIS NO.

THE FOLLOWING LIST DESCRIBES ALL COMPONENTS USED FOR THIS CHASSIS
 DIMENSIONS AND WEIGHTS FOR THE ENTIRE ORDER ARE STATED IN CUSTOMARY.

APPLICATION

COMMODITY HAULED 0091042 GRAVEL/CRUSHED ROCK/SAND

INTENDED SERVICE 0093005 LOCAL PICKUP & DELIVERY

BODY

BODY TYPE 0095010 END DUMP

BODY LENGTH 192.00 IN BODY HEIGHT 162.00 IN
 MAX LADEN WEIGHT 4000.00 LBS

TRAILER

TRAILER TYPE

TRAILER LENGTH .00 FT TRAILER HEIGHT .00 FT
 KINGPIN .00 IN CTR LINE AXLE GRP .00 IN
 CORNER RADIUS .00 IN NO TRAILER AXLES 00

OPERATING AREA RESTRICTIONS

LENGTH 120.00 FT WIDTH 102.00 IN HEIGHT 13.50 FT

**** DEALER ASSIGNED:

CHASSIS

FRONT AXLE LOAD 14600.00 LBS REAR AXLE LOAD 46000.00 LBS GCW 80000.00 LBS
 WHEELBASE 204.00 IN FAX/BOC 68.00 IN CAB/AXLE 136.00 IN
 CAB/EOF 196.00 IN MAXIMUM GRADE 06 PERCENT HIGHWAY 085 % CLASS B 010
 % CLASS C 005
 % CLASS D 000

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Attachment: Q 8389164_2024 Kenworth T880 Dump Truck_Public Works (10186 : Ratify equity lease rate quotes with Enterprise)

KENWORTH
VMXXR036-1

CHASSIS FINAL BILL
FOR VIN 1NKZLP0X7RJ385325
UNIT TYPE 2 OF FLEET 385325 THRU 385326

PAGE 002
AS OF 11/13/23

3.19.a

SPECIAL REQUIREMENTS

SPECIAL RESTRICTIONS 0098025 U.S. DOMESTIC REGISTRY

ENGINEERING ASSIGNED RATINGS

GAWR FRONT: 14,600.00 LBS
GAWR FIRST INTER 23,000.00 LBS SECOND INTER 0.00 LBS
GAWR REAR: 23,000.00 LBS
GVWR: 60,600.00 LBS

CODE	DESCRIPTION	PUB CD	PRICE	WEIGHT
-----	-----	----	-----	-----
	BASE MODEL			
0000810	T880 SERIES CONVENTIONAL	P	226,181	15,549
0070060	T880	P	0	0
0072000	CHASSIS OPERATION WILL NOT INCLUDE A STATIONARY APPLICATION	P	0	0
0080066	CARB CLEAN IDLE LABEL-PACCAR MX ENGINES	P	100	0
0090000	NONSLEEPER	P	0	0
	With rear axle capacity less than 59K			
0098405	STATE OF REGISTRY: CALIFORNIA	P	0	0
	ENGINE AND ENGINE EQUIPMENT			
0701206	MX-13 510 510@1600 1850@1000 2021 W/ ENG BRAKE	P	1,767	0
N0800	AA087 0.....VSL EXPIRATION DISTANCE			
N0802	AA088 64....LRSL SPD LMT			
N0803	AA086 64....MAX ACCEL PEDAL VEH SPD			
N0820	AE002 650...IDLE TARGET			
N0902	AE001 NO....ENBL MX RETARDER IN NEUTRAL			
N0903	AA039 0.....TIME DELAY FOR RTRDR ACT			
N0904	AA038 2.....AUTO RTRDR VEH SPD OFFSET			
N0905	AA037 4.....DSL SPD OFFSET			
N0908	AQ001 4.....PCC NEGATIVE OFFSET			
N0909	AQ002 4.....PCC POSITIVE OFFSET			
N0910	AA003 64....CC MAX TARGET SPD			
N0911	AA004 10....CC MIN ENABLE SPD			
N0912	AA005 OFF...DYNAMIC CC ENABLE			
N0913	AA006 MT...MULTI TORQUE IN CC			
N0920	AA031 0.....EIST EXPIRATION DISTANCE			
N0922	AA027 5.....EIST STANDSTILL IDLE TIME			
N0923	AA026 5.....EIST PARKED MAX IDLE TIME			
N0924	AA029 YES...EIST RESET FROM ENG LOAD			
N0925	AA030 NO....EIST OVERRIDE FROM ENG LOAD			
N0926	AA025 5.....EIST PTO MAX IDLE TIME			
N0927	AA035 YES...EIST PTO OVERRIDE			
N0928	AA024 39....EIST LO AMBAIR TEMP OVRDE			
N0929	AA023 80....EIST HI AMBAIR TEMP OVRDE			
N0930	AA022 30....EIST LO CLNT TEMP OVERRIDE			
N0931	AA032 YES...EIST ACCEL PEDAL RESET			
N0932	AA034 YES...EIST CLUTCH PEDAL RESET			
N0933	AA033 YES...EIST SERVICE BRK RESET			
N0934	AA019 YES...EIST PARK BRK RESET ENABLE			
N0935	AA042 1900..FAST IDLE CNTRL MAX ENG SPD			
N0940	AA068 YES...CAB:ACCEL ACTV IN CAB PTO			
N0941	AA069 YES...PTO REM PEDAL ENABLE			
N0942	AA063 6.....CAB: MAX VEH SPD			
N0943	AA062 2000..CAB: MAX ENG SPD - SW CNTRL			
N0944	AA061 2000..CAB:MAX ENG SPD-ACCEL CNTRL			
N0945	AA064 650...CAB: MIN ENG SPD			

Attachment: Q 8389164_2024 Kenworth T880 Dump Truck_Public Works (10186 : Ratify equity lease rate quotes with Enterprise)

Initial
W. J. J.
Packet Pg. 530

CODE	DESCRIPTION	PUB CD	PRICE	WEIGHT
-----	-----	----	-----	-----
N0946	AA058 ON A..CAB: PARK BRK INTLK			
N0947	AA055 ON A..CAB: CLUTCH INTLK			
N0948	AA057 ON A..CAB: NEUTRAL INTLK			
N0949	AA059 ON A..CAB:SER BRK INTLK:NO PTO			
N0950	AA060 OFF...CAB: PRESET +/- SW TYPE			
N0951	AA065 800...CAB: DEDICATED PRESET "-"			
N0952	AA066 900...CAB: DEDICATED PRESET "+"			
N0953	AA075 2000..REM:MAX ENGSPD-SW/TSC1 CTRL			
N0954	AA074 2000..REM:MAX ENG SPD-ACCEL CNTRL			
N0955	AA076 650...REM: MIN ENG SPD			
N0956	AA070 ON AD.REM: CLUTCH INTLK			
N0957	AA072 ON AD.REM: NEUTRAL INTLK			
N0958	AA073 ON AD.REM:SER BRK INTLK:NO PTO			
N0960	AA079 OFF...REM: PRESET +/- SW TYPE			
N0961	AA077 800...REM: DEDICATED PRESET "-"			
N0962	AA078 900...REM: DEDICATED PRESET "+"			
N0963	AA067 TRQ...CAB:ACCEL PEDAL TYPE IN PTO			
N0964	AA050 0.....CAB: CUSTOM PRESET 1			
N0965	AA052 0.....CAB: CUSTOM PRESET 2			
N0966	AA054 0.....CAB: CUSTOM PRESET 3			
N0967	AA044 750...CAB/REM: CUSTOM PRESET 1			
N0968	AA046 850...CAB/REM:CUSTOM PRESET 2			
N0969	AA048 950...CAB/REM: CUSTOM PRESET 3			
N0970	AA071 OFF...REM: CUSTOMER INTLK			
N0971	AA089 NO....REMOTE INPUTS IN CAB PTO			
N0972	AA015 3.....MIN SPD FOR DR SHIFT AID			
N0973	AA016 1.....DSA LOWEST ACTV GEAR			
N0974	AA017 18.....DSA HIGHEST ACTV GEAR			
N0975	AA013 NONE..OFFSET MODE			
N0976	AA009 5.....DRIVER REWARD VEH SPD BONUS			
N0977	AA010 -5.....DRIVER REWARD VEH SPD PNLTY			
N0978	AA049 CNCL..CAB: CUSTOM PRESET 1 FUNC			
N0979	AA051 CNCL..CAB: CUSTOM PRESET 2 FUNC			
N0980	AA053 CNCL..CAB: CUSTOM PRESET 3 FUNC			
N0981	AA043 CNCL..CAB/REM:CUSTOM PRESET1 FUNC			
N0982	AA045 CNCL..CAB/REM:CUSTOM PRESET2 FUNC			
N0983	AA047 CNCL..CAB/REM:CUSTOM PRESET3 FUNC			
N0984	AA056 OFF...CAB: CUSTOMER INTLK			
1000047	CARB EMISSIONS WARRANTY ENGINE	P	0	0
1000151	PREMIERSPEC	P	0	0
1000204	Engine monitoring protection -Derate- Paccar MX engine parameter	P	0	0
1000243	PT Optimization analysis: Performance power before economy results	P	0	0
1000256	Customer's Typical Operating Spd:64 MPH	P	0	0
1000282	MX Retarder State Cruise Control On Manual Mode Engine Parameter 2013+	P	0	0
1000524	Year of Registration: 2024	U	0	0
1000684	Effective VSL Setting NA	P	0	0
1000858	Engine Idle Shutdown Timer Disabled	P	0	0
1000891	Eff EIST NA Expiration Miles Use only with MX and Cummins engines	P	0	0
1006003	AIR COMPRESSOR: WABCO 25.9 CFM 2017+ 440CC, PACCAR MX	P	0	0
1051200	Air Cleaner: composite firewall mounted PACCAR or Cummins engines	P	0	0

UNIT TYPE 2	OF FLEET 385325 THRU 385326			
CODE	DESCRIPTION	PUB CD	PRICE	WEIGHT
-----	-----	----	-----	-----
1099080	PRE-CLEANER: MTD IN THE HOOD PLENUM	P	311	0
1105210	Fan Hub:Horton 2-Speed for PACCAR MX	P	0	0
1123555	COOLING MODULE: 1330 SQIN	P	0	0
1160208	BUG SCREEN: BETWEEN HOOD AND GRILLE	P	130	2
	SEMI RIGID. NOT REMOVABLE			
1247231	EXH: 2021 RH UND DPF/SCR W/ DUAL SOC TP	P	1,718	0
	DAYCAB, EXT DAYCAB, MOD SLPR			
1290224	Tailpipe: 5" Dual 24" 45 Deg Curved	P	121	7-
1321101	FUEL FILTER: PACCAR EXT. SERV. INTERVAL	P	0	0
	ON-ENG FUEL/WATER SEP, 2021+ MX ONLY			
1321205	Run Aid:Fuel Heat	P	0	0
	*For Fuel Filter			
1321305	Start Aid:12V Heat	P	0	0
	*For Fuel Filter			
1504005	IMMERSION ENG BLOCK HTR:110-120V/1500W	P	150	2
	PLUG LOC UNDER DOOR C5, T6, T8 & W9			
1812162	Alternator: 160 amp brushless W/	P	343	9
	battery voltage sense.*Replaced 1812160			
1821275	BATT: 3 AGM GP31 THR (925) 2775 CCA.	P	409	0
	REQ 2.1M W/ ICBB			
1836102	PACCAR PREMIUM 12V STARTER W/ MX ENGS	P	0	0
1840065	12V LOW VOLTAGE DISCONNECT	P	0	0
	FOR BATTERY PROTECTION			
1900996	JUMP START TERMINALS MTD UNDER HOOD	P	241	12
1901018	REMOTE PTO/THROTTLE, 12-PIN, 250K, BOC/	P	137	0
	BOS, J1939, REMOTE CONTROL PROVISION			
1901023	REMOTE PRESETS AND INTERLOCK,8-PIN,BOC/	P	155	0
	BOS; REQUIRES CODE 1901018 OR 1901020			
1903020	Decline Driver Performance Assistant	P	0	0
	(DPA)			
	MAIN TRANSMISSION AND CLUTCH			
2058744	TRANS: EATON RTLO18918B 18 SPD	P	1,633-	214
	SUPER 18, W/ PUMP, W/ 14" OIL COOLER			
2250497	CLUTCH: EATON 15.5" ADVANTAGE SELF ADJ	P	1,454	6
	CERAMIC, 6 PAD, PREDAMPER, TO 1850 LBFT			
2294080	CLUTCH: AIR-ASSISTED HYDRAULIC	P	0	0
2406453	D/L: 2 DANA SPL250XL W/ 1 CB	P	1,178	83
2410047	HIGH CAPACITY INPUT SHAFT BEARING FOR	P	29	0
	HIGH PTO DUTY CYCLE			
2429351	1st PTO Compat/Eaton/PACCAR/BTM Mtd	P	0	0
	Standard Clutch Actuator/Single Acting			
2429361	C/I First Eaton/PACCAR Trans PTO	P	0	0
2460042	EATON 14" HI CAP OIL TO WATER COOLER	P	0	0
	STD FOR TRANS 1550-2250 LBFT			
2493009	Aluminum clutch housing	P	0	0
2494050	GREASE BANK FOR CLUTCH THROWOUT BEARING	P	109	4
	FRONT AXLE AND EQUIPMENT			
2513030	FR MERITOR MFS14 PLUS 14.6K, 3.5" DROP	P	1,166-	141-
	WIDE TRACK			
2607001	FR AIR DISC BRK:BENDIX TO 14.6K	P	342-	0
2690024	SPLINED ROTOR F/FR AIR DISC BRK F/USE	P	0	0
	W/AL HUBS			
2690028	FR INTEGRAL KNUCKLE F/AIR DISC BRK	P	0	0
	F/USE ON MERITOR MFS+ STR AXLE			
2707050	FR AL HUB:HUB PIL MNT MAX CAP 14.6K	P	467-	40-
	11.25" BC 10BLT			

UNIT TYPE 2		OF FLEET 385325 THRU 385326				
CODE	DESCRIPTION	PUB CD	PRICE	WEIGHT		
-----	-----	----	-----	-----		
2741970	FR CONMET PRESET PLUS HUB PKG	P	0	0		
2750001	FR HUBCAP VENTED	P	0	0		
2769000	FR SLACK ADJUST: INCL W/AXLE OR BRAKES	P	0	0		
	ALSO USE W/DISC BRKS					
2864019	FR SPRG TAPERLEAF 14.6K 2-LEAF W/SHOCKS	P	445-	101-		
2893881	PWR STRG SING GEAR, TRW TAS85 16K	P	783-	30		
	W900B/W990 AVAIL, N/A W9S/L OR T3					
2899336	PWR STRG COOLER RADIATOR MTD	P	0	0		
	REAR AXLE AND EQUIPMENT					
3142161	RR MERITOR RT46-160P 46K DUAL SING	P	1,564	30		
	RED W/ PUMP					
3200410	REAR AXLE RATIO-4.10	P	0	0		
3306001	RR AIR DISC BRK:BENDIX DUAL MAX 46K	P	0	40		
3392604	SPLINED ROTOR FOR DUAL RR AIR DISC BRKS	P	4,069	208-		
	FOR USE WITH ALUMINUM HUBS					
3407050	RR HUB:AL HUB-PIL DUAL 11.25" BC 46K	P	0	0		
	REQS "R" SERIES OUTER ENDS					
3441972	RR CONMET PRESET PLUS HUB PKG:DUAL	P	0	0		
3465900	RR SLACK ADJUST:INCL W/AXLE OR BRAKES	P	0	0		
	ALSO USE W/ DISC BRAKES					
3485002	RR SPRING BRK:INCL W/AIR DISC BRAKES	P	0	0		
	DUAL					
3495227	ABS:BENDIX 6S/6M	P	2,511-	5		
	*AVL ONLY W/AIR BRK					
3500057	I/A D/L: 1 DANA SPL170XL	P	130-	2-		
	TANDEM ONLY					
3511420	CROSSLOCK: MERITOR 40-52K FWD RR/RR RR*	P	2,675	39		
	W/CAB CNTRL*N/A W/-185, 380 OR RT52-160					
3573111	CROSS/DIFF LOCK: SEPARATE SWITCH	P	11	0		
	F/ DUAL AXLES					
3740130	KW AG460 46K DUAL 54" AS 10.5" RIDE HT	P	0	0		
3830152	AIR SPRINGS: HEAVY DUTY FOR AG460	P	0	0		
	REPL STD DUTY SPRINGS					
3836500	HEAVY DUTY GUSSETS F/ FWD SUSP C/M:	P	101	12		
	AG400/460, HEND BEAM, CHALMERS SUSP					
	TIRES, WHEELS & RIMS					
4038811	FR GY G751 MSA 12R24.5 16PR	P	353-	82		
	PART: GY138869576 FET: 82					
4238725	RR GY G282 MSD 11R24.5 16PR DR	P	4,408	248		
	PART: GY11R245HG282MSD FET: 280					
4900008	REAR TIRE QUANTITY: 8		0	0		
5045275	FR WHL ALCOA 98U63 24.5X8.25 AL	P	407-	34-		
	ULTRA ONE HIGH POLISH WHL					
5245275	RR WHL ALCOA 98U63 24.5X8.25 AL	P	1,536	136-		
	ULTRA ONE HIGH POLISH WHL					
5900008	REAR WHEEL/RIM QUANTITY: 8		0	0		
	FRAME AND EQUIPMENT					
6056400	FRAME RAILS: 10-3/4 X 3/8" STL 285-336"	P	375	0		
	SECTION MOD:17.80, RBM:2,132,000 LBS					
6302461	BUMPER: TAPERED CHROME STL CHANNEL	P	597	63		
	REQS BUMPER SETTING CODE					
6319485	48.5 INCH BUMPER SETTING *REQS BUMPER	P	0	0		
	CODE					
6324025	FRONT TOW HOOK: CAST CENTER MTD	P	258	28		
	C5 REQ STL,T8 REQ IRON FRT DRIVE BRKT					

UNIT TYPE 2 OF FLEET 385325 THRU 385326

CODE	DESCRIPTION	PUB CD	PRICE	WEIGHT
-----	-----	---	-----	-----
6390083	CUSTOM FRAME LAYOUT COMPLETE	U	0	0
6390086	VEHICLE LAYOUT SENT PENDING APPROVAL	U	0	0
6390312	IRON FRONT DRIVE BRACKETS	P	131	47
6391202	Custom Frame Layout: two chassis	P	690	0
6405000	BATT BOX: STL IN CAB, UNDER RIDER SEAT OR IN STAND ALONE BOX	P	1,955	9-
6409906	BATTERY BOX LOCATION: IN CAB UNDER RIDER SEAT	P	0	0
6451094	T470,C5,T6,T8 POLISH DPF/SCR OR CNG COVER W/STEP. CAB ACCESS RH UNDER	P	451	0
6490440	HEAVY DUTY BOC C/M ASSY	P	195	23
6679821	2021 SERIES EMISSIONS ENGINE	U	0	0
6679859	FINAL EOF CUT-OFF DIMENSION WILL BE MODIFIED TO 56 IN TO 60 IN	P	0	0
6721102	RR MUDFLAP ARMS:BETTS B25 STD DUTY STRAIGHT (KIT INCL B1732 MTG BRKTS)	P	0	0
6722000	RR MUDFLAP SHIELDS:WHITE PLASTIC KW LOGO, ANTISAIL	P	0	0
6742009	SQUARE END OF FRAME: W/O C/M	P	0	0
	FUEL TANKS AND EQUIPMENT			
7210120	FUEL TANK: 120 US GAL 24.5" AL UND RPL	P	245	63
7722153	DEF TANK: SMALL ROUND, 14 GAL 2021 OR LATER EMISSIONS	P	0	0
7812238	1 ADDT'L STD TANK SUPPORT F/1 TANK (NOT HVY DUTY 7" WIDE SUPPORT)	P	175	17
7813002	ADDT'L TANK SUPPORT LOC: LH UNDER	P	0	0
7840015	POLISH ONLY: 1 ALUMINUM TANK	P	477	0
7840038	POLISHED COVER: 1 DEF TANK ANY SIZE	P	355	3
7889061	POL STRAPS: 1 TANK ANY SIZE	P	87	0
7889203	DEF TO FUEL FILL RATIO 2:1 OR GREATER	P	0	0
7889245	ANTI-SIPHON DEVICE F/TANK FILLER NECK ANY NUMBER OF TANKS	P	0	0
7889603	DEF TANK LOC: RH	P	0	0
7920120	Location: 120 gal fuel tank LH under ca CAB AND EQUIPMENT			
8025301	CAB: STAMPED ALUM, PANORAMIC CURVED WINDSHLD, W/ LED MARKER LIGHTS, SIGNALS	P	0	0
8090605	HOOD: T880 SET-BACK SHORT LENGTH. 116.7" BBC W/ STD BUMPER	P	0	0
8098212	Bright Engine Air Intake	P	109	0
8108003	FILTER: Ember filter for cabin air	P	51	2
8108011	Htr/Air Con w/defrst & auto temp ctrl *48K BTU/hr heater *Daycab/40in SLPR	P	0	0
8190138	Shutoff Vlvs to Isolate Primary Heater Remote mtd on frame und cab	P	57	0
8201047	STRG WHL: 18" NON-LEATHER *SMARTWHEEL INTEGRATED RADIO & CRUISE CONTROLS	P	0	0
8201051	COLUMN MTD RETARDER CTRL, RH SIDE	P	0	0
8201200	STRG COLUMN:ADJ TELESCOPNG TILT *CODE F/18" OR F/20" STRG WHEEL*	P	0	0
8203196	DASH MTD - COMPACT TRAILER BRAKE VALVE SELF RETURNING	P	0	0
8205012	DASH SW/LT: OFF-HIGHWAY SW FOR ABS SYS	P	56	0
8205087	AUTO SUSP DUMP W/PTO ENGAGEMENT INTERLOCK	P	66	2

UNIT TYPE 2 OF FLEET 385325 THRU 385326

CODE	DESCRIPTION	PUB CD	PRICE	WEIGHT
8205164	DASH SWITCH:1ST SINGLE-ACTING EATON OR PACCAR MTD PTO	P	107	0
8208496	SW: 3 SPARES WIRED TO POWER	P	133	0
8208601	DASH SW: W/LT/GUARD F/ TRLR DUMP GATE	P	149	0
8208602	DASH SW: W/LT/GUARD F/ TRUCK DUMP GATE	P	175	0
8209999	Spare Pwr Wirng F/ C/I devices bhd dash (2)batt, (2)ign, (1)acc, (1)LVD, 20A ea	P	93	2
8220106	GAU: AIR FILTER RESTRICTION DASH-MT	P	154	0
8221160	GAU: OIL TEMP ENG W/INTEGRAL WARN LT	P	40	0
8222404	GAU: DD VIRTUAL GAUGE - OIL TEMP ENG	P	0	0
8222413	GAU: DD VIRTUAL GAUGE - MANIFOLD PRESSURE BOOST	P	0	0
8222414	GAU: DD VIRTUAL GAUGE - ENGINE PERCENT TORQUE	P	0	0
8222712	GAU: FUEL FILTER RESTRICTION	P	135	0
8222722	GAU: MANIFOLD PRESS	P	31	0
8225658	GAU:AXLE OIL TEMP DUAL DR AXLE(2 GAU) W/INTEGRAL WARN LT	P	215	0
8226667	GAU: OIL TEMP MAIN TRANSMISSION	P	56	0
8282027	MAIN INSTRUMENT PKG 15" DISPLAY	P	0	0
8282120	USB CHARGING PORT - DASH PANEL *REQ 15" DIGITAL DISPLAY 8282027/28	P	30	0
8300008	INTERIOR COLOR: SLATE GRAY	P	0	0
8330102	INTERIOR PACKAGE: VANTAGE DAYCAB	P	0	0
8390634	FLOORMAT: RUBBER MATERIAL	P	0	0
8410278	DR SEAT: KW GT702 HB DURACLOTH W/ VINYL AIR-RIDE SUSP	P	294	10
8480126	RD SEAT: KW GT100 HB BATT/UTIL BOX SEAT DURACLOTH W/ VINYL	P	108	9
8490181	SEAT COLOR: BLACK	P	0	0
8497005	AIR LINE FITTING @ DR SEAT FOR C/I AIR CHUCK*N/A W/8700042*	P	65	4
8601429	KENWORTH RADIO DEA730 AM/FM/WB/USB, BLUETOOTH & SIRIUS-XM SATELLITE	P	225	0
8601881	CB RADIO: COBRA 29 *W/HDR MTD QUICK RELEASE CB MOUNT *SEP SPKR*	P	575	11
8698974	SPKRS: BASE AUDIO SYSTEM - DAYCAB: HIGH PERFORMANCE DOOR SPEAKERS	P	0	0
8700197	TURN SIGNAL: NON-SELF-CANCELLING	P	0	0
8700283	LH & RH TRIP LEDGE RAIN DEFLECTORS	P	0	0
8700406	Stainless steel permit panel on cab *driver side only*	P	109	0
8700663	Kenworth TruckTech+ Formerly Remote Diagnostics	P	0	0
8800260	GRABHANDLE: 1 LONG RH MTD SOC EXHAUST	P	67	2
8800262	GRABHANDLE: 1 LONG LH MTD SOC EXHAUST	P	67	2
8800402	GRABHANDLES: DUAL CAB-INTERIOR,A-PILLAR MTD DASH WRAP & B-PILLAR MTD HANDLES	P	0	0
8832113	DAYLITE DOOR: KW W/ STD LH/RH ELEC DOOR LOCKS AND LH/RH ELEC WINDOW CONTROLS	P	0	0
8841411	AIR HORN: SINGLE UNDER CAB	P	0	0
8850139	LOOK-DOWN, PASS. DOOR, BLACK 11X6	P	0	0
8865003	MIRR: DUAL KW AERO MOTOR HTD 7"X13" CHROME SHELL-ARMS BLK W/ 6"X7" CX MIRR	P	354	0

UNIT TYPE 2		OF FLEET 385325 THRU 385326			
CODE	DESCRIPTION	PUB CD	PRICE	WEIGHT	
-----	-----	----	-----	-----	
8871446	RR CAB WINDOW: FIXED 19"X36"	P	0	0	
	NOT AVAILABLE W/SLEEPER				
8890101	WINDSHIELD: 1-PC BONDED-IN W/ CURVED GLASS	P	0	0	
8890135	SUNVISOR:EXTERIOR STAINLESS STEEL	P	919	19	
8890300	FENDER CLOSE-OUT BELOW HEADLAMP	P	214	0	
	BEHIND BUMPER *NOT W/ 3-PC BUMPER				
8890349	WHEELWELL FNDR EXTENSION: 2.5"	P	0	0	
8890876	KENWORTH CAB/SLEEPER AIR SUSPENSION	P	0	0	
8891013	Extreme Temp Insulation: Daycab	P	159	0	
	Increase over standard insulation pkg				
	LIGHTS AND SIGNALS				
9010553	Headlamps: SAE Dual Halogen Complex Reflector	P	0	0	
9022137	MARKER LIGHTS: 5 RECTANGULAR LED	P	0	0	
9030016	TURN SIGNAL LIGHTS: FLUSH MTD LED	P	0	0	
	MTD AT TOP OF FENDER WHEEL ARC				
9030052	LED STOP/TURN/TAIL: WITH 2 LED B/U	P	0	0	
	LIGHTS AND W/ LED LICENSE PLATE				
9058071	Sw/Wire/Ind LT:C/I Floods-1st Set Wires Thru Grommet.10ft Jumper Shipped Loose.	P	141	1	
9058081	C/I Floodlamps - 1st Set Add 30ft Jumper Harness. Shipped Loose.	P	37	1	
9058086	SW/WIRE/IND LT: C/I FLOOD 2ND SW THRU GROMMET UNDER CAB	P	129	0	
9059921	1ST SET LOC: LOW F/DUAL (LH IF SINGLE)	P	0	0	
9090039	INTERRUPTER SWITCH FOR MARKER LTS	P	0	0	
	B-CAB:INCL IN TURN SIGNAL;T3 IN DASH				
9090049	Omit Brake Light W/ Engine Brake	P	0	0	
9090316	JUNCTION BOX: END OF FRAME	P	277	1	
9090849	POLYSWITCHES REPL FUSES: SWITCH WILL AUTO RESET AFTER REMOVAL OF EXCESS LOAD	P	49	0	
	AIR EQUIPMENT				
9101219	AIR DRYER: BENDIX AD-HF HTD PURAGUARD & EXTENDED PURGE	P	147	0	
9108001	MOISTURE EJT VLV: PULL CABLE DRAIN	P	0	0	
9110020	FULL TRUCK KIT	P	951	15	
9140020	NYLON AIR TUBING: FRAME/CAB	P	0	0	
9140252	Locate air dryer inside LH rail BOC. (Req custom frame L/O code)	P	0	0	
9140286	AIR TANKS CLEAR OF LEFT SIDE TRANS AREA (Req custom frame L/O code)	P	0	0	
9140328	TRAILER ABS ELECT SUPPLY THRU SAE J560 7 PIN CONNECTOR (PER TMC RP137)	P	0	0	
9150170	AIR TANKS: ALUMINUM RPL STEEL ALL TANKS *NOT AIR TANKS ON LIFT AXLES	P	462	44-	
N9100	9999995 382431 382432				
N9120	CFL A/D:INSIDE FRAME				
	ORDER REVIEWED BY APPLICATIONS TECH:				
9290229	Austin.Pfeifer@paccar.com	U	0	0	
	740-774-5548				
	GLIDER KITS AND ASSEMBLIES				
9400060	SHIPPING ADDRESS CHANGE, SEE VMIT	U	0	0	
	SPECIAL EQUIPMENT				
9407015	2023 FREIGHT SURCHARGE	U	0	0	

Prepared For: County of Colusa
West, Molly

Unit #
Year 2025 Make Ford Model F-750 Gas
Series Base Regular Cab Base

Date 10/31/2024
AE/AM BTS/DAC

Vehicle Order Type In-Stock Term 72 State CA Customer# 570411

Number of Units 1

Initial
WBS

\$ 115,532.00

Capitalized Price of Vehicle¹

\$ 0.00 *

Sales Tax 0.0000% State CA

\$ 0.00 *

Initial License Fee

\$ 0.00 *

Registration Fee

\$ 625.00

Other: (See Page 2)

\$ 17,108.50 *

Capitalized Price Reduction

\$ 0.00

Gain Applied From Prior Unit

\$ 0.00 *

Security Deposit

\$1,496.99 *

Taxes

\$ 99,048.50

Total Capitalized Amount (Delivered Price)

\$ 1,374.79

Depreciation Reserve @ 1.3880%

\$ 492.87

Monthly Lease Charge (Based on Interest Rate - Subject to a Floor)²

\$ 1,867.66

Total Monthly Rental Excluding Additional Services

Additional Fleet Management

Master Policy Enrollment Fees

\$ 0.00

Commercial Automobile Liability Enrollment

Liability Limit \$0.00

\$ 0.00

Physical Damage Management

\$ 0.00

Full Maintenance Program³ Contract Miles 0

Incl: # Brake Sets (1 set = 1 Axle) 0

\$ 0.00

Additional Services SubTotal

\$ 163.42

Tax 8.7500% State CA

\$ 2,031.08

Total Monthly Rental Including Additional Services

\$ 63.62

Reduced Book Value at 72 Months

\$ 400.00

Service Charge Due at Lease Termination

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name Water Truck

Exterior Color (0 P) Oxford White

Interior Color (0 I) Gray

Lic. Plate Type Exempt

GVWR 0

Quote based on estimated annual mileage of 10,000
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)
Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open-End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.
Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a \$500 disposal fee, interest incurred, and loss of use.

LESSEE County of Colusa

BY Signed by: Wendy G. Tyler
TITLE County Administrative Officer
DATE October 31, 2024

* INDICATES ITEMS TO BE BILLED ON DELIVERY.
¹ Capitalized Price of Vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.
² Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).
³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Printed On 10/31/2024 02:18:20 PM

Packet Pg. 537
Page 1 of 6

Attachment: Q 8427711 2025 Ford F-750 Water Truck_Public Works (10186 : Ratify equity lease rate quotes with Enterprise)

Aftermarket Equipment Total

Description	(B)illed or (C)apped	Price
Water Tank	C	\$ 34,2
Total Aftermarket Equipment Billed		\$
Total Aftermarket Equipment Capitalized		\$ 34,2
Aftermarket Equipment Total		\$ 34,2

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	C	\$ 4
Pricing Plan Delivery Charge	C	\$ 2
Courtesy Delivery Fee	C	\$
Total Other Charges Billed		\$
Total Other Charges Capitalized		\$ 6
Other Charges Total		\$ 6

Initial

Attachment: Q 8427711 2025 Ford F-750 Water Truck_Public Works (10186 : Ratify equity lease rate quotes with Enterprise)

VEHICLE INFORMATION:		
2025 Ford F-750 Gas Base Regular Cab Base - US		
Series ID: F7A		
Pricing Summary:		
	INVOICE	MSRP
Base Vehicle	\$62,454	\$71,580.00
Total Options	\$1,657.58	\$1,830.00
Destination Charge	\$2,495.00	\$2,495.00
Total Price	\$66,606.58	\$75,905.00

SELECTED COLOR:	
Exterior:	YZ-(0 P) Oxford White
Interior:	E-(0 I) Gray

SELECTED OPTIONS:			
CODE	DESCRIPTION	INVOICE	MSRP
12	14 Gal. Single Tank Fuel Fill. Mandatory Charge Applied, Based On Tank Selection	\$41.58	\$0.00
158WB	158" Wheelbase/84" CA/49" AF/246" OAL	STD	STD
18A	Electronic Stability Control DELETE	\$-101.00	\$-115.00
18D	Special Rating GVWR - Limited to 25,999 lb. GVWR	\$106.00	\$120.00
21A	Pre-Delivery Inspection	NC	NC
314	Ship-Thru - Manning	NC	NC
41B	Transmission Power Take-Off Provision w/LiveDrive Capability and Tow/Haul	\$260.00	\$295.00
425	50-State Emissions	NC	NC
43N	10,000 lb. Cap. Non-Driving - Dana E-1002I - I-Beam Type	STD	STD
44P	Ford TorqShift HD 6-Speed Automatic - Double Overdrive, LESS PTO Provision and Tow/Haul	STD	STD
475	21,000 lb. Single Reduction - Open - Dana / Spicer 21060S	STD	STD
535	Single Channel - Straight 'C' 15.14 SM, 80,000 PSI	STD	STD
54F	Mirrors, Trailer Tow, Powered - Sail Mount - w/Power Telescoping & Power Folding	\$322.00	\$365.00
55M	Jump Start Stud - Remote Mounted	\$80.00	\$90.00
588	Radio: AM/FM Stereo w/2 Speakers, USB input, Clock Display and Bluetooth	STD	STD
59C	Body Builder Wiring - At End of Frame, Combined - (ILO Standard - Back of Cab Combined)	\$119.00	\$135.00
59F	Four Body Builder Switches - Mounted in Center Instrument Panel	\$111.00	\$125.00
600A	Preferred Equipment Package 600A	NC	NC
61C	Taper-Leaf Springs, Parabolic - 10,000 lb. Cap	STD	STD
643	Wheels, Front 22.5x8.25 White Powder Coated Steel, 10-Hole	STD	STD
65A	Fuel Tank - LH 50 Gallon - Steel	STD	STD
663	Wheels, Rear 22.5x8.25 White Powder Coated Steel, 10-Hole	STD	STD
67H	Hydraulic Brake System - Bosch HydroMax w/Traction Control	STD	STD
68P	Multi-Leaf Springs - 21,000 lb. Cap	STD	STD
766	Bumper, Front - Black, Full Width	Included	Included
85A	SecuriLock Passive Anti-Theft System	Included	Included
85K	Remote Keyless Entry w/2 Key Fobs	Included	Included
86A	Painted Grille - Plastic	Included	Included
88A	30/0/30 Fixed Driver & Fixed Passenger w/Consolette - Vinyl	STD	STD
90A	Appearance Group	\$719.00	\$815.00
90P	Power Equipment Group - (Included in (90A) Appearance Group)	Included	Included
91H	Single, Horizontal Muffler - Frame Mounted Right Side Back of Cab w/Catalytic	STD	STD

Initi

W.S.J

CODE	DESCRIPTION	INVOICE	MSRP
	Converter		
99N	7.3L 2V DEVCT NA PFI V8 Gas - 335 HP @ 3750 rpm	STD	STD
E_01	(0 I) Gray	NC	NC
FLOOR	Floor Covering - Black Vinyl	Included	Included
FRSEAL	Wheel Seals, Front - Oil lubricated, SKF ScotSeal PlusXL Seals	Included	Included
G1GAF	Chrome Trimmed Air Registers w/Positive Shut-Off	Included	Included
HOOKS	Tow Hooks, Front (2) - Frame-Mounted, Painted Black	Included	Included
LIGHTS	Lights - Roof Marker/Clearance - Amber Lenses, 5 Lights	Included	Included
OIL	Intelligent Oil Life Monitor	Included	Included
PAINT	Paint Type - Environmentally Friendly, "3 - Wet System"	STD	STD
R2B	Tires, Rear Four 11R22.5G Goodyear Fuel Max RSA (497 rev/mile)	STD	STD
RRSEAL	Wheel Seals, Rear - Oil lubricated, SKF ScotSeal PlusXL Seals	Included	Included
STDALT	Extra Heavy Duty Alternator - 12-Volt, 210 Amp Mitsubishi	Included	Included
STDBAT	Battery - One 900 CCA, Includes Steel Battery Box	STD	STD
STEER	Steering Wheel - Black PVC w/Integral Cruise Control Switches, includes Audio Controls	Included	Included
T2B	Tires, Front Two 11R22.5G Goodyear Fuel Max RSA (497 rev/mile)	STD	STD
TILT	Steering Column - Tilt / Telescoping	Included	Included
X6D	6.50 Axle Ratio	NC	NC
YZ_01	(0 P) Oxford White	NC	NC

Initial
W.Y.

Attachment: Q 8427711 2025 Ford F-750 Water Truck_Public Works (10186 : Ratify equity lease rate quotes with Enterprise)

Body Exterior Features:

Number Of Doors: 2
 Driver And Passenger Mirror: power remote heated power folding side-view door mirrors with turn signal indicator
 Convex Driver Mirror: convex driver and passenger mirror
 Side Steps: yes
 Door Handles: black
 Front And Rear Bumpers: black front and rear bumpers
 Front Tow Hooks: 2 front tow hooks
 Front Mud Flaps: front and rear mud flaps
 Body Material: composite/galvanized steel body material
 Grille: black grille
 Upfitter Switches: upfitter switches

Convenience Features:

Air Conditioning: manual air conditioning
 Cruise Control: cruise control with steering wheel controls
 Power Windows: power windows with driver and passenger 1-touch down
 Remote Keyless Entry: keyfob (all doors) remote keyless entry
 Illuminated Entry: illuminated entry
 Auto Locking: auto-locking doors
 Steering Wheel: steering wheel with manual tilting, manual telescoping
 Front Cupholder: front cupholder
 Floor Console: partial floor console
 Overhead Console: mini overhead console with storage
 Glove Box: glove box
 Driver Door Bin: driver and passenger door bins
 Dashboard Storage: dashboard storage
 IP Storage: bin instrument-panel storage
 Driver Footrest: driver's footrest
 Power Accessory Outlet: 2 12V DC power outlets

Entertainment Features:

radio: AM/FM stereo with seek-scan
 Steering Wheel Radio Controls: steering-wheel mounted audio controls
 Speakers: 2 speakers
 Wireless Connectivity: wireless phone connectivity
 Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off reflector halogen headlamps
 Cab Clearance Lights: cab clearance lights
 Front Wipers: variable intermittent speed-sensitive wipers wipers
 Tinted Windows: light-tinted windows
 Dome Light: dome light with delay
 Front Reading Lights: front reading lights
 Variable IP Lighting: variable instrument panel lighting
 Display Type: analog appearance
 Tachometer: tachometer
 Trip Computer: trip computer
 Trip Odometer: trip odometer
 Oil Pressure Gauge: oil pressure gauge
 Water Temp Gauge: water temp. gauge
 Oil Temp Gauge: oil temperature gauge
 Transmission Oil Temp Gauge: transmission oil temp. gauge
 Engine Hour Meter: engine hour meter
 Clock: in-radio display clock
 Systems Monitor: driver information centre
 Oil Pressure Warning: oil-pressure warning
 Battery Warning: battery warning

 Initial


Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Door Ajar Warning: door-ajar warning
Brake Fluid Warning: brake-fluid warning
Transmission Fluid Temperature Warning: transmission-fluid-temperature warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Type: hydraulic disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Ignition Disable: immobilizer
Panic Alarm: panic alarm
Tracker System: tracker system
Traction Control: ABS traction control

Seats And Trim:

Seating Capacity max. seating capacity of 2
Driver Seat Mounted Armrest: driver and passenger seat mounted armrests
Leather Upholstery: vinyl front seat upholstery
Headliner Material: full cloth headliner
Floor Covering: full vinyl/rubber floor covering
Shift Knob Trim: urethane shift knob
Interior Accents: chrome interior accents

Standard Engine:

Engine 335-hp, 7.3-liter V-8 (regular gas)

Standard Transmission:

Transmission 6-speed automatic w/ OD

Initial

WJS

Attachment: Q 8427711 2025 Ford F-750 Water Truck_Public Works (10186 : Ratify equity lease rate quotes with Enterprise)

Scelzi Enterprises, Inc.

Truck Body Manufacturing

P.O. Box 12066
Fresno, CA. 93776

Phone # 559-237-5541 Fax # 559-496-3202

Invoice

Date	Invoice #

Bill To	Ship To
RUSH TRUCK CENTER WHITTIER 2450 KELLA AVE WHITTIER, CA 90601	RUSH TRUCK CENTER 2450 KELLA AVE WHITTIER, CA 90601

P.O. Number	Terms	Rep	Delivery Date	Via	F.O.B.	Work Order
284124-AV01	Net 10 w/ PO	CS/NV	6/14/2024	SCELZI DELIVERY	ORIGIN	284124
Model		Serial		VIN		Attn
						ANDREW VILLAC...

Qty	Item Code	Description	Price Each	Amount
0	Body Info	Body Info: - Model: WT-2000 - Serial Number: 062462555 - Key Number: W36 - Key Qty: 1.00 - Finish: Painted - Color: Z1 - Oxford White	0 00	0 00
0	Chassis Info	Chassis Info: - VIN: 1FDNF7AN6SDF03319		
1	WT-2000	2000 GALLON WATER TANK SYSTEM STANDARD PLUMBING SYSTEM: - HOT SHIFT PTO FOR AUTOMATIC TRANSMISSION - 4" X 3" WATER PUMP MODEL 750 GPM - SPICER PTO DRIVE LINE - 4" X 4" WATER MANIFOLD - 6 EA 3" STANDARD AIR VALVES - 2 EA 3" SLIP ON SPLASH SPRAY HEADS FOR FRONT - 3" X 52" FRONT SPRAY BAR WITH MOUNTING BRACKET - 2 EA 3" SLIP ON SPLASH SPRAY HEADS FOR REAR - 3" X 52" REAR SPRAY BAR WITH MOUNTING BRACKETS		

A FINANCE CHARGE AT THE RATE OF 2% PER MONTH (24% ANNUALLY)
WILL BE CHARGED ON PAST DUE ACCOUNTS.
Merchandise left in shop at a rate of \$5.00 per day for storage - after 30 days will be sold

Total**Payments/Credits****Balance Due**

PLEASE PAY FROM THIS INVOICE NO
STATEMENT WILL BE RENDERED.

Purchaser herein releases Scelzi Enterprises from any and all liability related to and arising from any modification of and/or tampering with any product manufactured, installed, and/or repaired by Scelzi Enterprises.

Should purchaser default in any of the terms hereof, he agrees to pay all costs, including, but not limited to reasonable attorney fees incurred by Scelzi Enterprises seeking enforcement herein of damages for breach or in pursuing any other remedy available to Scelzi Enterprises.

As the purchaser, I agree to the terms and conditions herein.

By _____

Initial
WYS

Scelzi Enterprises, Inc.

Truck Body Manufacturing

P.O. Box 12066
Fresno, CA. 93776

Phone # 559-237-5541 Fax # 559-496-3202

Invoice

Date	Invoice #

Bill To
RUSH TRUCK CENTER WHITTIER 2450 KELLA AVE WHITTIER, CA 90601

Ship To
RUSH TRUCK CENTER 2450 KELLA AVE WHITTIER, CA 90601

P.O. Number	Terms	Rep	Delivery Date	Via	F.O.B.	Work Order
284124-AV01	Net 10 w/ PO	CS/NV	6/14/2024	SCELZI DELIVERY	ORIGIN	284124
Model		Serial		VIN		Attn
						ANDREW VILLAC...

Qty	Item Code	Description	Price Each	Amount
		- 3" ADJUSTABLE DRIVER SIDE SPRAY WITH VIC CLAMPS - 3" ADJUSTABLE PASSENGER SIDE SPRAY WITH VIC CLAMPS - ONE CONTROL BOX INSIDE CAB WITH 6 AIR SWITCHES AND AIR CONTROL FOR PTO - 1 1/2" GATE VALVE AT MANIFOLD - 3/4" HOSE SPIGOT AT MANIFOLD - 4 EA WATER TANK MOUNTS WITH 3/4" BOLTS - SPRING MOUNTED - ONE SET OF WATER TANK FENDERS WITH HOOKS FOR HOSES - 2 EA 4" REAR STOP LIGHTS - 2 EA 4" BACK UP LIGHTS - 2 EA 2" RED MARKER LIGHTS - 2 EA 2" AMBER MARKER LIGHTS - 2 EA 36" RUBBER MUD FLAPS - 2 EA 18" FRONT MUD FLAPS - 24" STINGER AT REAR WITH LOCKABLE LID - 3/4" SIGHT GAUGE AT REAR - BACK UP ALARM		

A FINANCE CHARGE AT THE RATE OF 2% PER MONTH (24% ANNUALLY)
WILL BE CHARGED ON PAST DUE ACCOUNTS.
Merchandise left in shop at a rate of \$5.00 per day for storage - after 30 days will be sold

Total**Payments/Credits****Balance Due**

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Should purchaser default in any of the terms hereof, he agrees to pay all costs, including, but not limited to reasonable attorney fees incurred by Scelzi Enterprises seeking enforcement herein of damages for breach or in pursuing any other remedy available to Scelzi Enterprises.

As the purchaser, I agree to the terms and conditions herein.

By _____

Initial
WES

Scelzi Enterprises, Inc.

Truck Body Manufacturing

P.O. Box 12066
Fresno, CA. 93776

Phone # 559-237-5541 Fax # 559-496-3202

Invoice

Date	Invoice #

Bill To
RUSH TRUCK CENTER WHITTIER 2450 KELLA AVE WHITTIER, CA 90601

Ship To
RUSH TRUCK CENTER 2450 KELLA AVE WHITTIER, CA 90601

P.O. Number	Terms	Rep	Delivery Date	Via	F.O.B.	Work Order
284124-AV01	Net 10 w/ PO	CS/NV	6/14/2024	SCELZI DELIVERY	ORIGIN	284124
Model		Serial	0	VIN		Attn
						ANDREW VILLAC...

Qty	Item Code	Description	Price Each	Amount
		1EA - AIR COMPRESSOR AND 5 GALLON AIR TANK 1EA - REELCRAFT SPRING REWIND HOSE REEL WITH 50' OF 1 1/2" HOSE		
1	WEIGHT CERTI...	WEIGHT CERTIFICATE OF COMPLETED UNIT 12,830 LBS		
1	HAZ MAT - HW...	HAZARDOUS WASTE DISPOSAL FEE		
1	FET - NON	VEHICLE 33,000 LBS AND UNDER ARE NOT SUBJECT TO EXCISE TAX 25,999		
1	TRANSPORTA...	ONE WAY TO WHITTIER CA		

A FINANCE CHARGE AT THE RATE OF 2% PER MONTH (24% ANNUALLY)

WILL BE CHARGED ON PAST DUE ACCOUNTS.

Merchandise left in shop at a rate of \$5.00 per day for storage - after 30 days will be sold

Total**Payments/Credits****Balance Due**PLEASE PAY FROM THIS INVOICE NO
STATEMENT WILL BE RENDERED.

Purchaser herein releases Scelzi Enterprises from any and all liability related to and arising from any modification of and/or tampering with any product manufactured, installed, and/or repaired by Scelzi Enterprises.

Should purchaser default in any of the terms hereof, he agrees to pay all costs, including, but not limited to reasonable attorney fees incurred by Scelzi Enterprises seeking enforcement herein of damages for breach or in pursuing any other remedy available to Scelzi Enterprises.

As the purchaser, I agree to the terms and conditions herein.

By _____

Initial
Wey



Request For County Board of Supervisors Action

MEETING DATE: December 17, 2024

DEPARTMENT: Purchasing and Procurement

FROM: Molly West

SUBJECT: Approve contract with Swierstok Enterprise Inc., dba Pro Builders for the procurement and installation of a telescoping automatic door into the Hall of Records located at 546 Jay Street, Colusa.

Approve contract with **Swierstok Enterprise Inc., dba Pro Builders** for the procurement and installation of a telescoping automatic door into the Hall of Records located at 546 Jay Street, Colusa.

Detailed Description/Background of request

The Clerk/Recorder/Elections Office is requesting that the existing double doors into their office from Jay Street be replaced with a telescoping automatic door to improve accessibility and safety.

A Request for Bid (RFB) was issued.

One responsive bid was received as follows:

Pro Builders \$38,000

The bid has been reviewed by the Assistant CAO, IT Director and County Clerk-Recorder-Registrar with the recommendation to award the bid to Swierstok Enterprise Inc., dba Pro Builders.

Prior Board Action

RFB was approved on September 3rd, 2024.

Fiscal Impact/Funding Source

The project is funded by the Help America Vote Act (HAVA) Grants - Election Security Grant and Accessibility Grant

Action for the Clerk

Please number contract, obtain signatures, forward to Pro Builders and register the project with DIR.

Pro Builders
7030 Drywood Way
Orangevale, Ca, 95662

ATTACHMENTS:

- Contract_Telescoping Automatic Door (DOCX)
- Attachment B (PDF)

Telescoping Automatic Door Contract

This public works construction contract ("Contract") is between the County of Colusa ("County"), a political subdivision of the State of California and Swierstok Enterprise, Inc., dba Pro Builders ("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 a telescoping automatic door into the Clerk-Recorder's Office located at 547 Jay Street, Suite 200, 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 on the date of the issuance of the Notice to Proceed and shall continue until all services are completed, but no later than February 28, 2025.
3. **Compensation:** County will pay Contractor compensation not to exceed \$38,000 as provided for in Attachment "B." 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

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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 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

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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;
 - 2) Providing that Contractor's insurance shall be the primary insurance as respects County, its elected or appointed officers, officials, employees,

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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 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

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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. 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

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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: County of Colusa
547 Market St., Suite 102
Colusa, Ca, 95932
Swierstok Enterprise Inc., dba Pro Builders

If to Contractor: 7030 Drywood Way
Orangevale, Ca, 95662

- 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

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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. Attachments include:

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

COUNTY OF COLUSA

Gary J. Evans, Board Chair

Date: _____

**SWIERSTOK ENTERPRISE INC., DBA
PRO BUILDERS**

Signature

Date: _____

Printed Name and Title

APPROVED AS TO FORM

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

Richard Stout, County Counsel

By

Patricia Rodriguez, Deputy Board Clerk

Attachment A Scope of Work

Scope of work for a telescoping door at the Clerk Recorders office in the Historical Courthouse.

1. Contractor will remove existing double swinging store front door and replace with specked out door.
2. Measurements are rough. Contractor will be responsible for taking their own measurements.
3. The specifications below are for an Assa Abloy SL 500 Telescopic T67 door. An equivalent may be acceptable with County approval.

Assa Abloy Door Specifications:

- SL500 Telescopic T67
- Equipment: OCT
- Type: Overhead Concealed
- Handing: Bi-part
- Door Stile: Narrow Stile
- Finish: Clear Anodized - Class 1
- Overall Frame Width: 72.5
- Mounting Height: 89.75
- Clear Door Opening Width: 46.25
- Clear Door Opening Height: 81.25
- Frame Type: Jambs
- Frame Depth: 6" Jambs
- Frame Depth: 1/4" Jambs
- Glass Stop: 1-1/4" Glass Stop
- Bottom Rail: 4" Bottom Rail
- Sensor: Motion & Presence Sensor
- Lock: Key Cylinder Ext / Key Cylinder Int
- Guide System: Pin Guide / 1/2" Threshold
- Lead-up: Both Sides
- Mode Selector: 5-Position Switch - Knob
- Jamb Prep: Factory Header Prep for Position Switch
- Muntins: No Muntins
- Cylinder Options: Replaceable Core Cylinder
- Armoured Strike
- Catch: Magnetic Catch
- Carrier Wheels: Heavy Duty Carrier Wheels
- Sweeps: Concealed Sweep Active Leaf & Sidelight
- Configuration: Standard
- Transom above door

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4. Contractor will be responsible for blocking area off so no public may access the door during construction.
5. Contractor will keep a clean working site.
6. If the job cannot be completed in one day, contractor will be responsible for making door secure overnight.
7. Project includes:
 - Installation during normal business hours
 - Shop drawings (if needed)
 - Insurance
 - Applicable taxes
 - Glass and Glazing (if needed)
 - Perimeter caulking (if needed)
 - Adjacent Storefront (if needed)
 - Transom Framing above door (if needed)
 - Gang Box, 1 pair 18-gauge low voltage wiring, and any necessary conduit or wire mold for each push plate
 - Header support for surface mounted swing door operator(s) (if needed)
 - Removal and disposal of existing doors
 - Painting, patching and repairing of floors, walls and ceilings (if needed)
 - Signed and Stamped shop drawings by a Certified Professional Engineer (if needed)
 - Building Permits or Inspections
 - If available, wireless push buttons to lock the doors in case of an emergency.

BID WORKSHEET

Automatic Door to Hall of Records

NAME Swierstok Enterprise Inc., dba Pro Builders

ADDRESS 7030 Drywood Way

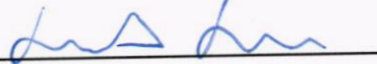
CITY Orangevale STATE CA ZIP CODE 95662 PHONE 916.225.0373

DIR #: 1000005478 Contractor License # 884897

ITEM	PRODUCT	PRICE
1	Door <u>1 (SET)</u>	\$ <u>25,400</u>
2	Transom	\$ <u>1,800</u>
3	Additional Materials	\$ <u>800</u>
		\$
CA SALES TAX 8.75% ON APPLICABLE ITEMS		\$ <u>2,450</u>
SUBTOTAL		\$ <u>28,000</u>
LABOR (NORMAL BUSINESS HOURS)		\$ <u>10,000</u>
LABOR (WEEKEND HOURS)		\$
GRAND TOTAL		\$ <u>38,000</u>

STATE IF COMPANY MEETS THE REQUIREMENTS AS A "LOCAL BUSINESS" AS STATED ON PAGES 5 & 6: _____ YES _____ X NO

VENDOR


Signature

Sebastian Swierstok
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 4th day of October, 2024.



Request For County Board of Supervisors Action

MEETING DATE: December 17, 2024

DEPARTMENT: Purchasing and Procurement

FROM: Molly West

SUBJECT: Approve first modification with Trinity Services Group, Inc. for inmate food services at the Colusa County Jail, effective January 1, 2025.

Approve first modification with **Trinity Services Group, Inc.** for inmate food services at the Colusa County Jail, effective January 1, 2025.

Detailed Description/Background of request

The Colusa County Sheriff's Office is requesting this first modification with Trinity Services Group, Inc. for inmate food services at the Colusa County Jail located at 929 Bridge St., Colusa to extend the term of the contract through December 31, 2025.

The existing agreement with Trinity Services Group, Inc. expires on December 31, 2024. The Sheriff's Office would like to extend the contract for an additional year from January 1, 2025 through December 31, 2025. Prior to the expiration, a Request for Bid will be issued as this contract originated in 2018.

Prior Board Action

C18-202

Fiscal Impact/Funding Source

Budgeted, 001-53166-534

Action for the Clerk

Please number contract, obtain signatures and forward to Trinity Services Group Inc:

Trinity Services Group, Inc.
Attn: Legal Department
477 Commerce Boulevard
Oldsmar, FL, 34677-3018

with a copy to:

Trinity Services Group, Inc.
Attn: General Counsel
1260 Andes Boulevard

Action Item (ID # 10177)

Meeting of December 17, 2024

St. Louis, MO, 63132

ATTACHMENTS:

- 1st Mod_Trinity Services Group, Inc. (DOCX)
- C18-202 Trinity Services Group, Inc (PDF)

First Modification of the Food Services Agreement

This First Modification of the Food Services Agreement ("Contract") is between County of Colusa ("County"), a political subdivision of the State of California, and Trinity Services Group, Inc. ("Contractor") a Florida Corporation.

Background

On December 11, 2018, the parties executed Contract C18-202 for the Contractor to provide inmate food services at the Colusa County Jail.

The parties now want to modify the Contract to extend the term to December 31, 2025.

Modification

The parties agree to modify the Contract effective January 1, 2025, as follows:

1. Section 6.1, Commencement and Termination is modified by extending the termination date to December 31, 2025.
2. Section 11, Notices, is updated to reflect the following address for Contractor:

Trinity Services Group, Inc.
ATTN: Legal Department
477 Commerce Boulevard
Oldsmar, FL 34677-3018

With copy to:
Trinity Services Group, Inc.
ATTN: General Counsel
10880 Lin Page Place
St. Louis, MO 63132

COUNTY OF COLUSA

TRINITY SERVICES GROUP, INC.

Date: _____
Gary J. Evans, Chair

Date: _____
Signature

APPROVED AS TO FORM

Printed Name and Title

Richard Stout, County Counsel

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

Patricia Rodriguez, Deputy Clerk

FOOD SERVICES AGREEMENT

THIS AGREEMENT is made by and between The County of Colusa, a political subdivision of the State of California ("Client"), and Trinity Services Group, Inc., a Florida corporation with principal offices located at 477 Commerce Boulevard, Oldsmar, FL 34677-3018 ("Trinity").

WITNESSETH:

WHEREAS, Client has issued a Request for Proposal for Inmate Food Services at the Colusa County Jail ("RFP") and Trinity submitted its proposal to provide the necessary food services ("Proposal"); and

WHEREAS, Client desires to accept the Proposal and avail itself of Trinity's services; and

WHEREAS, Trinity desires to perform such services for Client;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto, intending to be legally bound hereby, agree as follows:

SECTION 1. CLIENT'S GRANT TO TRINITY

Client grants to Trinity, as an independent contractor, the exclusive right to operate inmate food services at the Colusa County Jail (such location hereinafter referred to as the "Premises"), and the exclusive right to serve to inmates, staff, and other persons at such Premises food products, non-alcoholic beverages, and other such articles ("Products") as shall be approved by the Client (such food service hereinafter referred to as "Services").

SECTION 2. TRINITY'S RESPONSIBILITIES

2.1. Pursuant to the terms, conditions and requirements of the RFP and the Proposal, all of which are incorporated herein by this reference, and the provisions of this Agreement, Trinity will operate and manage its Services hereunder at the Premises and keep its Services adequately serviced and supplied with appropriate merchandise and food products of good quality at prices as agreed upon by the parties. Such Services shall meet or exceed the California Code of Regulation Title 15 Jail Standards regarding food service and the requirements set forth in the RFP.

2.2 The terms of the RFP contemplates meals being prepared on-site at the Colusa Jail, however, until such time as the kitchen is operational Trinity shall provide and deliver off-site prepared meals following the same standards required under this agreement.

2.3. Trinity agrees: (i) to comply with PREA standards; (ii) to comply with all Federal, state, and local laws and regulations governing the preparation, handling, and serving of foods; (iii) to procure, post as required by law and keep in effect all necessary licenses, permits, and food handler's cards required by law; (iv) meet all guidelines as prescribed by the American Correctional Association regarding food service. Trinity agrees to pay all Federal, state, and local taxes which may be assessed against Trinity's equipment or merchandise while in the Premises, as well as all Federal, state, and local taxes assessed in connection with the operation of its Services at the Premises. All costs in connection with such taxes (excluding Client's real estate and personal property taxes) referred to herein, licenses, permits, and food

Attachment: C18-202 Trinity Services Group, Inc (10177 : Approve 1st Modification with

handler's cards, shall be a cost of business and will be charged to the operation of the business and borne solely by Trinity. Except in circumstances in which the Client is exempt from sales tax, Trinity shall bill and Client shall pay for all applicable sales taxes.

2.4. Trinity shall hire all employees necessary for the performance of this Agreement. Upon being hired, such employees shall be subject to such health examinations as proper city, state, or Federal authorities may require in connection with their employment in addition to security background screening as permitted by law to include criminal background checks conducted by the Client. All persons employed by Trinity will be the employees of Trinity, and not of the Client, and will be covered by employee dishonesty coverage. The Client may refuse access to any Trinity employee. Trinity shall be solely responsible for all employment withholding, social security, and other taxes on the wages of its employees, and hereby indemnifies Client from any liability for such obligation. Trinity agrees to comply with applicable Federal, state, and local laws and regulations pertaining to wages and hours of employment.

2.5. Trinity shall perform all necessary cleaning of the food service equipment, foodservice preparation areas, and floors in the storage and food service preparation areas. Trinity agrees to maintain conditions of sanitation and cleanliness in accordance with applicable laws.

2.6. All records shall be kept on file by Trinity for a period of five(5) years from the date the record is made and Trinity shall, upon reasonable notice, give the Client or its authorized representative the privilege during normal business hours of inspecting, examining, and auditing such of Trinity's business records which are solely and directly relevant to the financial arrangements set forth in Exhibit A. The cost of such inspection, examination, and audit will be at the sole expense of the Client and such inspection, examination, and audit shall be conducted at the Trinity locations where said records are normally maintained. Such information shall be deemed Confidential Information and shall be subject to the terms of Section 12 herein.

2.7. Trinity agrees that Trinity's employees and agents shall comply with, and observe, all applicable rules and regulations concerning conduct on the Premises that Client imposes upon Client's employees and agents.

2.8. Trinity agrees to be responsible for the repair and/or replacement of any equipment due to its employees' negligent acts or omissions but not due to the acts or omissions of inmates. This does not include the repair or maintenance for normal equipment wear and tear and other responsibilities of the Client as defined in Section 3.

2.9. In connection with Services provided hereunder, Trinity shall purchase inventory, equipment, and services from various sellers and vendors selected by Trinity at its sole discretion (each a "Vendor"). Purchases from Vendors shall be made under such terms Trinity deems in its sole discretion as acceptable ("Vendor Terms"). All Vendor Terms are the exclusive obligation and property of Trinity. Client does not have any liability under, or any right to, any Vendor Terms and no Vendor Terms will operate to reduce or otherwise affect the amount or performance of Client's Obligations. Trinity agrees to purchase up to \$2,000 of ancillary equipment (such as serving trays, utensils, etc.) to facilitate the services hereunder. These purchases were contemplated and are included in the per meal price. Any new equipment purchased under this term shall become the property of Client at the conclusion of this Agreement.

SECTION 3. CLIENT'S RESPONSIBILITIES

3.1. Client shall, without cost to Trinity, provide Trinity with the necessary space for the operation of its Services, and shall furnish, without cost to Trinity, sufficient inmate labor and all utilities and facilities reasonable and necessary for the efficient performance of Trinity's services hereunder, include, but not limited to, the following: heat, hot and cold water, steam, gas, lights and electric current, garbage removal services, exterminator services, sewage disposal services, and office space.

3.2. Client shall, at its own cost and expense, provide all food equipment, facilities, and floor space as mutually agreed is necessary for the efficient provision of Trinity's Services hereunder. The Client will maintain, repair, and replace said equipment and facilities at its own expense. Notwithstanding the foregoing, if equipment provided by Client becomes inoperative, hazardous, or inefficient to operate Trinity shall notify Client and have the right to effect repairs or replacements at the expense of the Client, if the Client fails to do so after a reasonable amount of time after notice of said equipment deficiency. Furthermore, during such time period when the equipment is inefficient, hazardous, or fails to operate Client shall, if applicable, pay the cost of all paper products used during such time period. Client shall permit Trinity to have the use of all such equipment and facilities in the performance of its obligations hereunder, subject to the duty to exercise reasonable care in the use thereof. All equipment and items of equipment furnished by Client to Trinity are the sole property of the Client, and Trinity will not change, deface, or remove any symbol or mark of identity from said equipment furnished by the Client.

3.3. Client will be responsible, at no cost to Trinity, for all necessary cleaning of walls, windows, and electric light fixtures and all necessary scrubbing, mopping, and polishing of floors in any and all dayroom and dining areas. All such cleaning shall be accomplished by Client staff or inmate workers and supervised by Client staff and shall be performed on a schedule determined by agreement between the Client and Trinity.

3.4. Client will reimburse Trinity for all paper products used during lock down events.

3.5. Client shall not, during the term of this Agreement nor for one (1) year following its termination or expiration, solicit to hire, hire, or contract with any employee or former employee of Trinity or any of its subsidiaries. In the event that Client breaches the terms of this provision, Client shall pay Trinity an amount equal to the annual salary of such Employee. This provision shall not apply to any person who was employed by the Client prior to being employed by Trinity.

3.6. Client shall pay all real estate taxes with respect to the Premises, and Client shall pay all personal property taxes and similar taxes with respect to Client's equipment located in the Premises.

SECTION 4. FINANCIAL ARRANGEMENTS

The financial arrangements of this Agreement are set forth in Exhibit A, which is attached hereto incorporated herein and made a part hereof as if fully set forth in this Agreement.

SECTION 5. INDEMNIFICATION AND INSURANCE

5.1. Each Party to this Agreement shall be responsible for its own acts and omissions, and, to the extent allowed by law, shall indemnify and hold harmless the other and its officers,

employees and agents thereof, from and against any and all claims, suits, proceedings, liabilities, losses, damages, costs and expenses whatsoever, including reasonable counsel fees and the reasonable costs associated with the retention of consultants or experts, arising out of or resulting from any bodily injury, death, sickness, property damage or other injury or loss caused by or arising from the non-compliance with any applicable law, or the alleged or actual breach of this Agreement or any negligent act or omission attributable to the indemnifying party, its managers, members, officers, employees, agents or subcontractors in the performance of their obligations under this Agreement (except to the extent caused by the negligent act or omission of the other party, its employees, or agents). Notwithstanding the foregoing, Trinity shall not be required to indemnify Client for any claim or action brought by an employee of Trinity against Client. The provisions of this Section shall survive the expiration or termination of this Agreement.

5.2. Notification of an event giving rise to an indemnification claim ("Notice") must (a) be received by the indemnifying party on or by the earlier of a date thirty (30) days subsequent to the date which such event was or should have been discovered or ninety (90) days subsequent to the effective termination date of this Agreement; and (b) include a brief factual summary of the damage and cause thereof. An indemnification claim is expressly subject to, and conditioned upon, compliance with the Notice provisions hereunder.

5.3. Trinity shall obtain and maintain, for the duration of this Contract, the following insurance policies with insurers possessing a Best's rating of no less than A:

- A. **Workers' Compensation Coverage:** To the extent that Contractor has any employees, Contractor shall maintain Workers' Compensation Insurance and Employer's Liability Insurance 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 with Employer's Liability limits not less than \$1,000,000 each person each accident and \$1,000,000 each disease. 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 of not less than \$1,000,000 per occurrence 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.
- 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 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.

E. **Deductibles and Self-insured Retentions:** Any deductibles or self-insured retentions must be declared to 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 affecting coverage required by this Contract.

5.4. Client shall obtain and maintain insurance for the operation of the Premises, its equipment, offices, and utilities against risks covered by standard forms of fire, theft, and extended coverage in such amounts under such policies as appropriate.

SECTION 6. COMMENCEMENT AND TERMINATION

6.1. Unless sooner terminated as provided herein, the term of this Agreement shall begin on January 1, 2019 and shall be for three (3) years with two (2) one-year optional

extensions. After expiration of the initial Agreement, and any extensions thereof the Agreement may continue on a month-to-month basis.

6.2. Either party may terminate this Agreement, for any reason, by providing notice of said termination in writing ninety (90) days prior to the proposed termination date.

6.3 If either party shall refuse, fail, or be unable to perform or observe any of the terms or conditions of this Agreement for any reason other than Excused Performance reasons stated in Section 8 herein, the party claiming such failure shall give the other party a written notice of such breach. If, within sixty (60) days from such notice the failure has not been corrected, the injured party may cancel the Agreement effective thirty (30) days after the end of said sixty (60) day period.

6.4. Upon the termination or expiration of this Agreement, Trinity shall, as soon thereafter as is feasible, vacate all parts of the Premises occupied by Trinity, and where applicable, remove its property and equipment and return the Premises to Client, together with all the equipment furnished by the Client pursuant to this Agreement, in the same condition as when originally made available to Trinity, excepting reasonable wear and tear and fire and other casualty loss.

SECTION 7. INDEPENDENT CONTRACTOR RELATIONSHIP

Trinity shall be an independent contractor and shall retain control over its employees and agents. The employees of Trinity are not, nor shall they be deemed to be, employees of Client and employees of Client are not, nor shall they be deemed to be, employees of Trinity.

SECTION 8. EXCUSED PERFORMANCE

If the performance of any terms or provisions herein (other than the payment of monies) shall be delayed or prevented because of compliance with any law, decree, or order of any governmental agency or authority, either local, state, or federal, or because of riots, war, public disturbances, strikes, lockouts, differences with workmen, fires, floods, Acts of God or Nature, or any other reason whatsoever which is not within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence said party is unable to prevent, the party so suffering may at its option suspend, without liability, the performance of its obligations hereunder (other than the payment of monies for services previously rendered) during the period such cause continues, and extend the term of this Agreement for the period of such suspension of the performance of duties hereunder.

Trinity shall not be subject to fines or other charges if the performance of any terms or provisions of the Agreement shall be delayed or prevented because of Trinity's compliance with any law, decree, or order of any governmental agency or authority, either local, state, or federal, or because of riots, war, public disturbances, shortages, strikes, lockouts, differences with workmen, fires, floods, Acts of God or Nature, or any other reason whatsoever which is not within Trinity's control and which, by the exercise of reasonable diligence, Trinity is unable to prevent.

SECTION 9. ASSIGNMENT

Neither Trinity nor Client may assign or transfer this Agreement, or any part thereof, without the written consent of the other party, except the parties may, without prior approval and

without being released from any of their responsibilities hereunder, assign this Agreement to an affiliated company or wholly owned subsidiary.

SECTION 10. ENTIRE AGREEMENT AND WAIVER

This Agreement constitutes the entire Agreement between the parties with respect to the provision of Trinity's Services, and there are no other or further written or oral understandings or agreements with respect thereto. No variation or modification of this Agreement, and no waiver of its provisions, shall be valid unless in writing and signed by the duly authorized representatives of Trinity and Client. This Agreement supersedes all other agreements between the parties for the provision of Trinity's Services on the Premises.

SECTION 11. NOTICES

All notices to be given under this Agreement shall be in writing and shall be served either personally, by deposit with an overnight courier with charges prepaid or by deposit in the United States mail, first-class postage prepaid by registered or certified mail, addressed to the parties at the address stated below or at any other address as designated by one party upon notice to the other party. Any such notices shall be deemed to have been given (a) upon the first business day following personal service; or (b) one (1) business day after deposit with an overnight courier; or (c) three (3) business days after deposit in the United States mail.

If to Client: County of Colusa
Attn: Joe Garofalo, Sheriff
929 Bridge Street
Colusa, CA 95932

If to Trinity: Trinity Services Group, Inc.
Attn: Legal Department
477 Commerce Boulevard
Oldsmar, FL 34677-3018

With copy to: Trinity Services Group, Inc.
Attn: General Counsel
1260 Andes Boulevard
St. Louis, MO 63132

SECTION 12. CONFIDENTIALITY

In the course of providing Services hereunder, the parties may be exposed to trade secrets or other confidential or proprietary information and materials of the other party which includes, but is not limited to, Client security means and methods, recipes, food service surveys and studies, management guidelines, procedures, operating manuals, and software, all of which shall be identified as confidential ("Confidential Information"). The parties agree, to the extent permitted by law, to hold in confidence and not to disclose any Confidential Information during, and for two (2) years after, the term of this Agreement, except that the parties may use or disclose Confidential Information (a) to its employees and affiliates or others to the extent necessary to render any service hereunder, provided that the other party is first notified of the information that will be provided to any party outside of this Agreement and provided further that such information is disclosed only after such party is required to maintain it in confidence as required hereunder; (b) to the extent expressly authorized by either party; (c) to the extent that

at the time of disclosure, such Confidential Information is in the public domain, or after disclosure, enters the public domain other than by breach of the terms of this Agreement; (d) is in the possession of either party at the time of disclosure and is not acquired directly or indirectly from the other party; (e) is subsequently received on a non-confidential basis from a third party having a right to provide such information; (f) as required by order during the course of a judicial or regulatory proceeding or as required by a governmental authority; (g) or as otherwise required under California or Federal law. The parties agree not to photocopy or otherwise duplicate any Confidential Information without the express written consent of the other party. Each party's Confidential Information shall remain the exclusive property of the party and shall be returned by the party to the other party upon termination or expiration of this Agreement. In the event of any breach of this provision, the parties shall be entitled to equitable relief, in addition to all other remedies otherwise available to them at law. This provision shall survive the termination or expiration of this Agreement.

SECTION 13. INFORMATION TECHNOLOGY SECURITY

In connection with the services being provided hereunder, Trinity may need to operate certain information technology systems not owned by the Client ("Non-Client Systems"), which may need to interface with or connect to Client's networks, internet access, or information technology systems ("Client Systems"). Trinity shall be responsible for all Non-Client Systems, and Client shall be solely responsible for Client Systems, including taking the necessary security and privacy protections as are reasonable under the circumstances. If Trinity serves as the merchant-of-record for any credit or debit card transactions in connection with any of the services provided hereunder, then Trinity will be responsible for complying with all applicable laws, regulations and payment card industry data security standards related to the protection of cardholder data ("Data Protection Rules"). If Non-Client Systems interface with or connect to Client Systems, then Client agrees to implement forthwith upon request from Trinity, at its own expense, the changes to the Client Systems that Trinity reasonably requests and believes are necessary or prudent to ensure Trinity's compliance with the Data Protection Rules. Each party shall indemnify, defend and hold harmless the other party from all claims, liabilities, damages and costs (including reasonable attorneys' fees) to the extent caused by the indemnifying party's failure to comply with its obligations in this Section.

SECTION 14. EXECUTION

This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one single agreement between the Parties. The Parties may execute this Agreement and any amendment hereto by an exchange of scanned and emailed executed copies. In the event of such an exchange, this Agreement and any applicable amendment shall become binding and any scanned and emailed signed copies shall constitute admissible evidence of the existence of this Agreement and applicable amendment.

SECTION 15. DISPUTE RESOLUTION AND GOVERNING LAW

This Agreement shall be governed by the laws of the State of California and any dispute, controversy, claim, or disagreement arising out of or relating to this Agreement or the breach, termination, validity, or enforceability of any provision of this Agreement (each a "Dispute") not remedied within thirty (30) days after the parties use their best efforts to resolve and settle such Dispute by consulting and negotiating with each other in good faith and attempting to reach a just and equitable solution satisfactory to both parties, may be submitted to a court of competent jurisdiction within the County of Colusa, State of California.

SECTION 16. EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The parties shall comply with all federal, state and local laws as required including, but not limited to, Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans' Readjustment Act of 1974, as amended. The parties hereby incorporate the requirements of 41 C.F.R. §60-1.4(a) (7), 60-250.5 and 60-741.5, if applicable.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals.

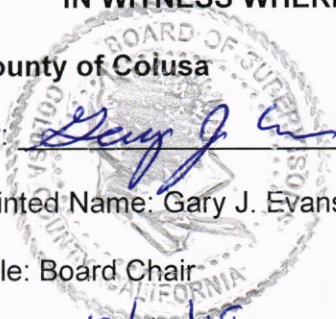
County of Colusa

By: 

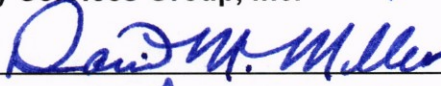
Printed Name: Gary J. Evans

Title: Board Chair

Date: 12/11/18



Trinity Services Group, Inc.

By: 

Printed Name: David M. Miller

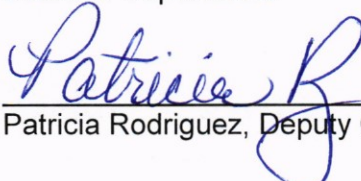
Title: COO

Date: 12-28-2018

APPROVED AS TO FORM


Marcos Kropf, County Counsel

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


Patricia Rodriguez, Deputy Clerk

Attachment: C18-202 Trinity Services Group, Inc (10177 : Approve 1st Modification with Trinity Services Group, Inc.)

EXHIBIT A**FINANCIAL ARRANGEMENTS****I. PRICE PER MEAL**

Client shall pay Trinity the price per meal as detailed in the scale that is attached hereto as Schedule 1 and incorporated herein by this reference, which scale is based on the number of inmates. To the extent Trinity's receipts are less than Trinity's costs and expenses for providing such meals, Trinity shall bear all losses. To the extent Trinity's receipts exceed its costs and expenses, Trinity shall be entitled to all profits therefrom.

Meal prices shall be adjusted annually, effective on the anniversary date of the Contract, by an amount equal to the change in the Bureau of Labor Statistics, Consumer Price Index, All Urban Consumers, U.S. City Average, Food Away From Home. Annual price adjustments shall be based on the most current data available sixty (60) days prior to the contract anniversary date and shall be communicated to the Client not less than ten (10) days prior to the effective date of the new prices.

In the event of material cost changes in federal, state, or local taxes including, but not limited to, social security taxes, unemployment taxes or payroll based taxes or an increase in the minimum wage rate or the implementing regulations or the enactment or application of any "living wage", "prevailing wage" or similar laws by any governmental entity; and/or an increase in employee benefits whether as a result of a change in federal, state, or local laws or a federal, state, or local legislative or regulatory mandate or otherwise, it is agreed that the parties shall adjust the meal prices to reflect said increases. If other material conditions change due to causes beyond Trinity Services' control, including, but not limited to a change in the scope of services, menu changes requested by the facility, decreases in inmate population or the availability of inmate labor or changes in federal, state or local standards or regulations or other unforeseen conditions beyond Trinity Services' control, it is agreed that the parties shall adjust the meal prices to reflect the impact of the change in circumstances.

II. PAYMENT TERMS

Monthly, Trinity shall provide Client with an invoice for the services provided in the preceding month based on its fixed price detailed in Schedule 1. Upon receipt of the invoice, Client shall process payment to Trinity as provided for by Client's established policies and procedures, and payment will be issued accordingly for undisputed invoices. Trinity shall provide Client a completed IRS form W-9 before payments will be issued from Client.

A. Invoices shall:

- 1) Be prepared on Trinity's letterhead.
- 2) Bear Trinity's name as shown on the contract.
- 3) Bear the contract number.
- 4) Itemize the costs incurred.
- 5) Be signed by an authorized official, employee, or agent certifying that the claim represents actual expenses for the services performed under this Agreement.

All past due amounts due Trinity will be subject, at the option of Trinity, to a service charge equal to one and one half percent (1.5%) per month of the unpaid balance.

In the event that said amounts set forth in said statements are not paid according to the terms hereof, or in the event that Trinity, in its sole discretion, determines that Client's credit has become impaired, Trinity shall have the option to: (a) either decline to continue provision of Services hereunder, except on a cash in advance basis, until such time as credit has been re-established to Trinity's satisfaction; or (b) terminate this Agreement without liability whatsoever to Trinity, by giving sixty (60) days prior written notice to Client.

All costs of collection of past due amounts, including but not limited to reasonable attorney's fees, shall be chargeable to and paid by the Client.

III. BASIS OF FINANCIAL TERMS

The financial terms of this Agreement have been negotiated between the parties upon the condition that Trinity will operate its Services at the same points of service and remain in operation under the same operating standards as agreed at the time of execution of this Agreement. If Client desires Trinity to change the operation or scope of its Services, Client and Trinity shall mutually agree on the appropriate financial adjustments for the requested changes.

SCHEDULE 1 SCALE

Off-Site Prepared Meals

\$2.90 per meal

Inmate Population Sliding Scale For On-Site Prepared Meals

	FROM	TO	PRICE
	0	4	-
	5	14	\$30.864
	15	24	\$10.924
	25	34	\$6.936
	35	44	\$5.227
	45	54	\$4.278
	55	64	\$3.674
	65	74	\$3.255
	75	84	\$2.949
Presumed meals	85	94	\$2.714
	95	104	\$2.541
	105	114	\$2.401
	115	124	\$2.285
	125	134	\$2.185
	135	144	\$2.103
	145	154	\$2.031
	155	164	\$1.969
	165	174	\$1.915
	175	184	\$1.867
	185	and over	\$1.824

SCHEDULE 1
TABLE

\$2.00 per meal

Initial Population Sliding Scale
For On-Site Prepared Meals

FROM	TO	PRICE
0	4	\$20.80
5	14	\$10.94
15	24	\$8.96
25	34	\$8.97
35	44	\$4.27
45	54	\$3.74
55	64	\$3.55
65	74	\$3.49
75	84	\$3.54
85	104	\$3.40
105	114	\$3.38
115	124	\$3.18
125	134	\$3.10
135	144	\$3.08
145	154	\$1.66
155	164	\$1.63
165	174	\$1.63
175	184	\$1.63
185	and over	\$1.63

12/11/18
Sherriff

TRINITY SERVICES
GROUP, INC.



County of Colusa
Attn: Joe Garofalo, Sheriff
929 Bridge Street
Colusa, CA 95932

January 8, 2020

CONFIRMATION COPY

Re: Inmate Food Services – Colusa County Jail

Dear Sheriff Garofalo:

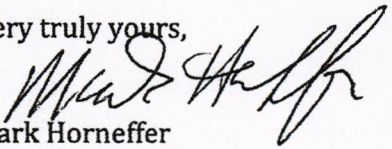
It has been an honor and a privilege to provide inmate food services at the Colusa County Jail. This letter is to request your confirmation of a meal price adjustment to be effective as of January 1, 2020.

Our Agreement calls for the meal prices to be adjusted annually by an amount equal to the change in the Consumer Price Index, Food Away from Home. I have enclosed a copy of the data table released 60 days prior to the Agreement anniversary date which reflects a change of 3.2%. Based on this change, meal prices will be adjusted in accordance with the attached On-Site and Off-Site pricing structures.

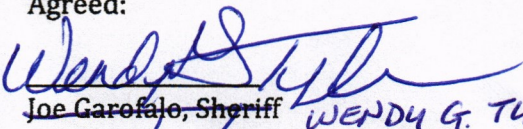
Please sign and return the confirmation copy of this letter to confirm the meal price adjustments. Of course, please let me know if you have any questions regarding this request.

Trinity Services sincerely appreciates the opportunity to serve you and your team at the Colusa County Jail. Thank you for your business. We always strive to exceed our client's expectations and I urge you to call me if you ever have any questions or concerns regarding the food services we provide.

Very truly yours,


Mark Horneffer
District Manager
Phone: (520) 904-4048

Agreed:


Joe Garofalo, Sheriff

WENDY G. TYLER, CAO

Date: 1/14/2020



TRINITY SERVICES
GROUP, INC.

Inmate Population Sliding Scale
For On-Site Prepared Meals
Effective January 1, 2020

FROM	TO	PRICE
0	4	-
5	14	\$31.852
15	24	\$11.274
25	34	\$7.158
35	44	\$5.394
45	54	\$4.415
55	64	\$3.792
65	74	\$3.359
75	84	\$3.043
85	94	\$2.801
95	104	\$2.622
105	114	\$2.478
115	124	\$2.358
125	134	\$2.255
135	144	\$2.170
145	154	\$2.096
155	164	\$2.032
165	174	\$1.976
175	184	\$1.927
185	and over	\$1.882
Off-Site Prepared Meals	\$2.99 per meal	

Databases, Tables & Calculators by Subject

SHARE ON: [f](#) [t](#) [in](#)

Change Output Options:

From:

2014 ▼

To:

2019 ▼

GO

☐ include graphs ☐ include annual averages[More Formatting Options](#) ➔

Data extracted on: October 10, 2019 (10:45:04 AM)

CPI for All Urban Consumers (CPI-U)

Series Id: CUUR0000SEFV

Not Seasonally Adjusted

Series Title: Food away from home in U.S. city average, all urban consumers, not seasonally adjusted

Area: U.S. city average

Item: Food away from home

Base Period: 1982-84=100

Download: [x](#) [xlsx](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	HALF1	HALF2
2014	245.481	246.187	246.878	247.534	247.952	248.445	249.210	249.801	250.570	251.100	251.987	252.628	247.080	250.883
2015	253.037	253.719	254.108	254.727	255.322	255.846	255.905	256.449	257.830	258.363	258.805	259.097	254.460	257.742
2016	259.958	260.319	260.883	261.517	262.074	262.529	263.051	263.649	264.102	264.459	264.699	265.104	261.213	264.177
2017	266.079	266.626	267.055	267.652	268.128	268.225	268.649	269.522	270.353	270.658	271.152	271.811	267.294	270.358
2018	272.772	273.435	273.733	274.393	275.307	275.808	276.125	276.648	277.258	277.513	278.306	279.419	274.241	277.545
2019	280.380	281.373	281.887	282.798	283.394	284.316	284.891	285.507	286.246				282.358	

12-Month Percent Change

Series Id: CUUR0000SEFV

Not Seasonally Adjusted

Series Title: Food away from home in U.S. city average, all urban consumers, not seasonally adjusted

Area: U.S. city average

Item: Food away from home

Base Period: 1982-84=100

Download: [x](#) [xlsx](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	HALF1	HALF2
2014	2.0	2.2	2.3	2.2	2.2	2.2	2.4	2.5	2.7	2.8	2.9	3.0	2.2	2.7
2015	3.1	3.1	2.9	2.9	3.0	3.0	2.7	2.7	2.9	2.9	2.7	2.6	3.0	2.7
2016	2.7	2.6	2.7	2.7	2.6	2.6	2.8	2.8	2.4	2.4	2.3	2.3	2.7	2.5
2017	2.4	2.4	2.4	2.3	2.3	2.2	2.1	2.2	2.4	2.3	2.4	2.5	2.3	2.3
2018	2.5	2.6	2.5	2.5	2.7	2.8	2.8	2.6	2.6	2.5	2.6	2.8	2.6	2.7
2019	2.8	2.9	3.0	3.1	2.9	3.1	3.2	3.2	3.2				3.0	

TOOLS

Areas at a Glance
Industries at a Glance
Economic Releases
Databases & Tables
Maps

CALCULATORS

Inflation
Injury And Illness

HELP

Help & Tutorials
FAQs
Glossary
About BLS
Contact Us

INFO

What's New
Careers at BLS
Find It! DOL
Join our Mailing Lists
Linking & Copyright Info

RESOURCES

Inspector General (OIG)
Budget and Performance
No Fear Act Data
USA.gov

ABOUT THIS SITE

Freedom of Information Act
Privacy & Security Statement
Disclaimers
Customer Survey
Important Website Notices



Wendy Tyler

From: Jennifer K. Sutton
Sent: Thursday, January 09, 2020 4:52 PM
To: Wendy Tyler; Marcos Kropf
Subject: RE: Amendment Necessary?

Wendy,

We will not need to bring this to the Board, but agree that it would be a good idea to verify the updated pricing and keep the updated price list with the contract for future reference.

Jennifer K. Sutton
 Senior Deputy County Counsel
 County of Colusa
 1213 Market Street
 Colusa, CA 95932
 Phone (530) 458-0898
jsutton@countyofcolusa.org

CONFIDENTIALITY NOTICE: This communication, including any attachments, may contain confidential or privileged information. It is solely for the use of the intended recipient(s). Unauthorized interception, review, use or disclosure is prohibited and may violate the law. If you are not the intended recipient, please contact the sender and destroy or delete all copies of the communication from your computer.

From: Wendy Tyler
Sent: Thursday, January 09, 2020 4:23 PM
To: Marcos Kropf; Jennifer K. Sutton
Subject: Amendment Necessary?

Good Afternoon,

In our inmate meal contract, the price per meal language is as follows. My question is, since the CF is already called for in the contract, do we need to do an amendment and take to the Board, or can we just attach the letter from the vendor (following confirmation that figures are correct) to the contract, as proof of the revised cost? Please advise. Thanks.

PRICE PER MEAL

Client shall pay Trinity the price per meal as detailed in the scale that is attached hereto as Schedule 1 and incorporated herein by this reference, which scale is based on the number of inmates. To the extent Trinity's receipts are less than Trinity's costs and expenses for providing such meals, Trinity shall bear all losses. To the extent Trinity's receipts exceed its costs and expenses, Trinity shall be entitled to all profits therefrom.

Meal prices shall be adjusted annually, effective on the anniversary date of the Contract, by an amount equal to the change in the Bureau of Labor Statistics, Consumer Price Index, All Urban Consumers, U.S. City Average, Food Away From Home. Annual price adjustments shall

Attachment: C18-202 Trinity Services Group, Inc (10177 : Approve 1st Modification with

anniversary be based on the most current data available sixty (60) days prior to the contract
effective date and shall be communicated to the Client not less than ten (10) days prior to the
date of the new prices.

Wendy G. Tyler
County of Colusa
County Administrative Officer
(530) 458-0737

CONFIDENTIALITY NOTICE: This communication, including any attachments, may contain confidential or privileged information. It is solely for the use of the intended recipient(s). Unauthorized interception, review, use or disclosure is prohibited and may violate the law. If you are not the intended recipient, please contact the sender and destroy or delete all copies of the communication from your computer.

CPI #1

TRINITY SERVICES
GROUP, INC.



C18-202 3.21.b

County of Colusa
Attn: Joe Garofalo, Sheriff -Coroner
929 Bridge Street
Colusa, CA 95932

December 9, 2020

Re: Inmate Food Services – Colusa County Jail

Dear Sheriff Garofalo:

It has been an honor and a privilege to provide inmate food services at the Colusa County Jail. This letter is to request your confirmation of a meal price adjustment to be effective as of January 1, 2021.

Our Agreement calls for the meal prices to be adjusted annually by an amount equal to the change in the Consumer Price Index, Food Away from Home. I have enclosed a copy of the data table released 60 days prior to the Agreement anniversary date which reflects a change of 3.8%. Based on this change, meal prices will be adjusted in accordance with the attached On-Site and Off-Site pricing structures.

Please sign and return the confirmation copy of this letter to confirm the meal price adjustments. Of course, please let me know if you have any questions regarding this request.

Trinity sincerely appreciates the opportunity to serve you and your team at the Colusa County Jail. Thank you for your business. We always strive to exceed our client's expectations and I urge you to call me if you ever have any questions or concerns regarding the food services we provide.

Very truly yours,

Mark Horneffer
District Manager
Phone: (520) 904-4048

Agreed:

Wendy G. Tyler, CAO

Date:

1/19/21



TRINITY SERVICES
GROUP, INC.

Inmate Population Sliding Scale
For On-Site Prepared Meals
Effective January 1, 2021

<u>FROM</u>	<u>TO</u>	<u>PRICE</u>
0	4	-
5	14	\$33.062
15	24	\$11.702
25	34	\$7.430
35	44	\$5.599
45	54	\$4.583
55	64	\$3.936
65	74	\$3.487
75	84	\$3.159
85	94	\$2.907
95	104	\$2.722
105	114	\$2.572
115	124	\$2.448
125	134	\$2.341
135	144	\$2.252
145	154	\$2.176
155	164	\$2.109
165	174	\$2.051
175	184	\$2.000
185	and over	\$1.954
Off-Site Prepared Meals	\$3.10 per meal	



Databases, Tables & Calculators by Subject

Change Output Options:

From 2016 ▼ To 2020 ▼ GO

☐ include graphs ☐ include annual averages[More Formatting Options](#) ➔

Data extracted on: October 13, 2020 (9:15:54 AM)

CPI for All Urban Consumers (CPI-U)

Series Id: CUUR0000SEFV

Not Seasonally Adjusted

Series Title: Food away from home in U.S. city average, all urban consumers, not seasonally adjusted

Area: U.S. city average

Item: Food away from home

Base Period: 1982-84=100

Download: [xlsx](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	HALF1	HALF2
2016	259.958	260.319	260.883	261.517	262.074	262.529	263.051	263.649	264.102	264.459	264.699	265.104	261.213	264.177
2017	266.079	266.626	267.055	267.652	268.128	268.225	268.649	269.522	270.353	270.658	271.152	271.811	267.294	270.358
2018	272.772	273.435	273.733	274.393	275.307	275.808	276.125	276.648	277.258	277.513	278.306	279.419	274.241	277.545
2019	280.380	281.373	281.887	282.798	283.394	284.316	284.891	285.507	286.246	286.791	287.255	288.078	282.358	286.461
2020	289.137	289.781	290.216	290.639	291.709	293.219	294.599	295.437	297.080				290.784	

12-Month Percent Change

Series Id: CUUR0000SEFV

Not Seasonally Adjusted

Series Title: Food away from home in U.S. city average, all urban consumers, not seasonally adjusted

Area: U.S. city average

Item: Food away from home

Base Period: 1982-84=100

Download: [xlsx](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	HALF1	HALF2
2016	2.7	2.6	2.7	2.7	2.6	2.6	2.8	2.8	2.4	2.4	2.3	2.3	2.7	2.5
2017	2.4	2.4	2.4	2.3	2.3	2.2	2.1	2.2	2.4	2.3	2.4	2.5	2.3	2.3
2018	2.5	2.6	2.5	2.5	2.7	2.8	2.8	2.6	2.6	2.5	2.6	2.8	2.6	2.7
2019	2.8	2.9	3.0	3.1	2.9	3.1	3.2	3.2	3.2	3.3	3.2	3.1	3.0	3.2
2020	3.1	3.0	3.0	2.8	2.9	3.1	3.4	3.5	3.8				3.0	

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Telephone: 1-202-691-5200 Federal Relay Service: 1-800-877-8339 www.bls.gov [Contact Us](#)

CPI #2

TRINITY SERVICES
GROUP, INC.



C18-202
3.21.b

County of Colusa
Attn: Joe Garofalo, Sheriff -Coroner
929 Bridge Street
Colusa, CA 95932

December 9, 2020

Re: Inmate Food Services – Colusa County Jail

Dear Sheriff Garofalo:

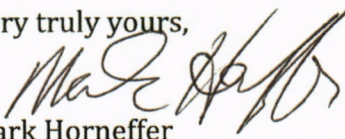
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Our Agreement calls for the meal prices to be adjusted annually by an amount equal to the change in the Consumer Price Index, Food Away from Home. I have enclosed a copy of the data table released 60 days prior to the Agreement anniversary date which reflects a change of 3.8%. Based on this change, meal prices will be adjusted in accordance with the attached On-Site and Off-Site pricing structures.

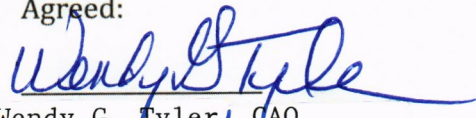
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Very truly yours,


Mark Horneffer
District Manager
Phone: (520) 904-4048

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U.S. BUREAU OF LABOR STATISTICS

Databases, Tables & Calculators by Subject

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Area: U.S. city average

Item: Food away from home

Base Period: 1982-84=100

Download:  [xlsx](#)

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2016	259 958	260 319	260 883	261 517	262 074	262 529	263 051	263 649	264 102	264 459	264 699	265 104	261 213	264 177
2017	266 079	266 626	267 055	267 652	268 128	268 225	268 649	269 522	270 353	270 658	271 152	271 811	267 294	270 358
2018	272 772	273 435	273 733	274 393	275 307	275 808	276 125	276 648	277 258	277 513	278 306	279 419	274 241	277 545
2019	280 380	281 373	281 887	282 798	283 394	284 316	284 891	285 507	286 246	286 791	287 255	288 078	282 358	286 461
2020	289 137	289 781	290 216	290 639	291 709	293 219	294 599	295 437	297 080				290 784	

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2018	2.5	2.6	2.5	2.5	2.7	2.8	2.8	2.6	2.6	2.5	2.6	2.8	2.6	2.7
2019	2.8	2.9	3.0	3.1	2.9	3.1	3.2	3.2	3.2	3.3	3.2	3.1	3.0	3.2
2020	3.1	3.0	3.0	2.8	2.9	3.1	3.4	3.5	3.8				3.0	

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Telephone: 1-202-691-5200_ Federal Relay Service 1-800-877-8339_ www.bls.gov [Contact Us](#)

EXHIBIT A**FINANCIAL ARRANGEMENTS****I. PRICE PER MEAL**

Client shall pay Trinity the price per meal as detailed in the scale that is attached hereto as Schedule 1 and incorporated herein by this reference, which scale is based on the number of inmates. To the extent Trinity's receipts are less than Trinity's costs and expenses for providing such meals, Trinity shall bear all losses. To the extent Trinity's receipts exceed its costs and expenses, Trinity shall be entitled to all profits therefrom.

Meal prices shall be adjusted annually, effective on the anniversary date of the Contract, by an amount equal to the change in the Bureau of Labor Statistics, Consumer Price Index, All Urban Consumers, U.S. City Average, Food Away From Home. Annual price adjustments shall be based on the most current data available sixty (60) days prior to the contract anniversary date and shall be communicated to the Client not less than ten (10) days prior to the effective date of the new prices.

In the event of material cost changes in federal, state, or local taxes including, but not limited to, social security taxes, unemployment taxes or payroll based taxes or an increase in the minimum wage rate or the implementing regulations or the enactment or application of any "living wage", "prevailing wage" or similar laws by any governmental entity; and/or an increase in employee benefits whether as a result of a change in federal, state, or local laws or a federal, state, or local legislative or regulatory mandate or otherwise, it is agreed that the parties shall adjust the meal prices to reflect said increases. If other material conditions change due to causes beyond Trinity Services' control, including, but not limited to a change in the scope of services, menu changes requested by the facility, decreases in inmate population or the availability of inmate labor or changes in federal, state or local standards or regulations or other unforeseen conditions beyond Trinity Services' control, it is agreed that the parties shall adjust the meal prices to reflect the impact of the change in circumstances.

II. PAYMENT TERMS

Monthly, Trinity shall provide Client with an invoice for the services provided in the preceding month based on its fixed price detailed in Schedule 1. Upon receipt of the invoice, Client shall process payment to Trinity as provided for by Client's established policies and procedures, and payment will be issued accordingly for undisputed invoices. Trinity shall provide Client a completed IRS form W-9 before payments will be issued from Client.

A. Invoices shall:

- 1) Be prepared on Trinity's letterhead.
- 2) Bear Trinity's name as shown on the contract.
- 3) Bear the contract number.
- 4) Itemize the costs incurred.
- 5) Be signed by an authorized official, employee, or agent certifying that the claim represents actual expenses for the services performed under this Agreement.

**Request For County Board of Supervisors Action**

MEETING DATE: December 17, 2024

DEPARTMENT: Purchasing and Procurement

FROM: Molly West

SUBJECT: Approve contract with Evident Change for the SafeMeasures Reporting Service, effective October 1, 2024.

Approve contract with **Evident Change** for the SafeMeasures Reporting Service, effective October 1, 2024.

Detailed Description/Background of request

The Department of Health and Human Services (DHHS) is requesting the approval of the Subscription Agreement between Colusa County, through its Department of Health and Human Services (DHHS), and Evident Change for the SafeMeasures Reporting Service.

SafeMeasures is a web-based reporting system that is used by County social workers to monitor and report on child welfare services (CWS) provided to children and families with active CWS referrals and/or cases. Case management data collected on CWS activities is entered into the state-run database known as CWS/CMS (Child Welfare Services/Case Management System). However, CWS/CMS has minimal reporting capability, making it difficult to monitor case activity and report on services provided to stabilize and/or reunify the family. In response to this, the SafeMeasures reporting system was developed, which takes raw data from CWS/CMS and presents it in an understandable and easy-to-use format. SafeMeasures provides both case-specific data reports to monitor services provided and aggregate reports for trend analysis of data such as allegations and dispositions of those allegations. SafeMeasures is an essential tool for CWS social workers and is critical to ensuring the best outcomes for children and their families. The term of the agreement is October 1, 2024 through September 30, 2029 with total compensation not to exceed \$43,725.15.

Prior Board Action

Previous agreement with Evident Change C22-181

Fiscal Impact/Funding Source

No impact to County General Fund as cost is budgeted with DHHS Federal and State Funding.

Action for the Clerk

Please obtain signatures, number contract and forward to Evident Change for signature.

Action Item (ID # 10203)

Meeting of December 17, 2024

Evident Change
Attn: Chris Scharenbroch
717 John Nolen Dr.
Madison, WI 53713

ATTACHMENTS:

- Contract_Evident Change (DOCX)



Inform Systems. Transform Lives.

SAFEMEASURES® REPORTING SERVICE SUBSCRIPTION AGREEMENT

This SafeMeasures® Reporting Services Subscription Agreement (“Agreement”) is between Evident Change, a nonprofit corporation organized under the laws of New York, with a business office in Madison, Wisconsin, and Colusa County on behalf of its Health and Social Services Department, Division of Child Welfare Services (collectively, “Customer” or “County”) (collectively, the “Parties”).

BACKGROUND AND PRODUCT DESCRIPTION

- A. Evident Change has developed and owns all rights, title, and interest in a certain child welfare reporting service identified as the Evident Change Internet Reporting Service and referred to as SafeMeasures. SafeMeasures uses data from a child welfare agency’s case management system (CMS) and publishes it via a conventional online browser in a customized series of reports, dashboards, scorecards, and Key Performance Indicators.
- B. SafeMeasures is a subscription reporting service that permits customers to monitor service delivery activity and agency performance by navigating an extensive set of customized reports and dashboards presented in multiple different formats that can be aggregated by timeframe, location, assignment, or specific demographics and services. These reports permit customers to estimate current workload demand, plan more effective service interventions, and monitor certain performance indicators established by county, state, or federal regulatory requirements. SafeMeasures includes quality control displays that agencies may employ to improve compliance with state or federal performance audits.

Acknowledging the sufficiency of the consideration exchanged, the Parties agree as follows.

PROVISION OF SERVICE: WEB-BASED REPORTING

During the Term of this Agreement, Evident Change will provide Customer with a SafeMeasures subscription that includes:

- Unlimited access to a dedicated SafeMeasures team of subject matter experts that provides consulting on report development that supports agency policy and practice;
- Multiple training opportunities, including online basic navigation courses hosted within Evident Change’s learning management system or training files for upload into the agency internal training system, live and recorded webinars, quick reference guides, training curricula, and in-application support tools;
- Help desk support by regular email or in-application links;
- Unlimited user access with no additional cost for licensing or user accounts;
- Unlimited report development as prioritized by the Core Team;

- Unlimited Administrator accounts in order to create/delete and update user accounts;
- Customized dashboard and scorecard development for the county
- Access to over 400 reports developed for the State of California, limited to the county view and data; and
- Representation on the monthly scheduled web-based meetings with the California Counties Core Team.

1. Access to Newly Developed Reports for the Purpose of Vetting and Testing Their Accuracy Prior to Release on the Production Site

1.1 Access to Customer Data

If requested by Evident Change, Customer will supply a copy of the CMS database(s), or specifically designated data tables therein, that store agency data to be used by Evident Change. If data are supplied by a third party, Customer will authorize and facilitate release of the data to Evident Change.

1.2 Access to Website Restricted

The right to access the SafeMeasures website is jurisdiction and agency specific. Only Customer and its employees or agents may access or use the SafeMeasures website for the Customer's monitoring and reporting needs. Specifically, and without limitation, Customer may not act as a relay or intermediary allowing access to the SafeMeasures website to any third-party jurisdiction, agency, individual, or business for any purpose.

1.3 Internal Business

Customer may only use SafeMeasures for its own internal purposes. Customer's internal purposes do not include extending this service to third parties, except that data may be provided to state and governmental authorities if required by law.

1.4 Competing Services or Products

Customer shall not use all or any part of SafeMeasures or its documentation to create a service or product that competes with, or is used in a product that competes with, all or any part of SafeMeasures, regardless of whether such service or product is distributed with or without consideration.

1.5 Copyright Ownership and License

Customer acknowledges that Evident Change owns the copyright in all graphic interfaces, reports, displays, and format ("Original Works"). Evident Change grants Customer a fully paid license to display, reproduce, and distribute the Original Works for its internal purposes with no sublicensing rights for the Term of the Agreement.

1.6 Training

Evident Change will provide training as specified in Exhibit A. Customer will provide training facilities, equipment, and access to the SafeMeasures training website.

2. Data Transmission

Customer, or other party supplying CMS data, shall supply Evident Change with regular extracts via one of the following methods to send daily extracts of agency data to Evident Change for processing and analysis. Data extracts shall occur daily or on a schedule determined jointly by Customer and Evident Change. Customer or supplying party will send data over a secure channel to Evident Change's SSH server or may transfer data via a mutually satisfactory method that meets the frequency and security requirements of both organizations.

3. Data Sharing

The County and Evident Change agree that the County shall grant Evident Change access to and use of—in accordance with federal and state law—the data necessary for the continuous quality improvement (CQI) related to the technical assistance needed to ensure SafeMeasures is operating as intended and in the furtherance of ongoing improvement. If Evident Change desires to utilize the data for reasons other than those contemplated by this Agreement, for CQI or for technical assistance, SafeMeasures will obtain express permission from the County or other authorized entities before doing so.

4. Reporting Service Subscription Fee

Customer will pay Evident Change the fees ("Reporting Service Subscription Fees") according to the payment schedule specified in attached Exhibit A and all applicable taxes related thereto.

5. Updates

During the Term of this Agreement, Evident Change will provide Customer updates, error corrections, and modifications to SafeMeasures displays ("Updates") as such Updates become available. Updates do not include modifications to displays specifically requested by Customer. Any Customer-requested modifications must be made by Evident Change at Evident Change's published service rates. Evident Change reserves the right to use the displays created for Customer, and analyses to produce such displays for other parties whether such displays were suggested by Evident Change or the Customer. Evident Change shall not use any Customer data in its publishing for other parties without Customer's permission.

6. Term and Termination

6.1 Term

The Term of this Agreement shall commence on October 01, 2024, and shall terminate on September 30, 2029, unless earlier terminated pursuant to Section 6.3. After expiration of the

current Term, Evident Change will not provide any Updates to Customer, and Customer must cease all use of SafeMeasures.

6.2 *Renewal*

If Customer is not in default of this Agreement, Customer and Evident Change may renew this agreement for an additional period ("Renewal Term"). Prior to the expiration of the current Term, Evident Change may, in its discretion, issue a quotation of the Reporting Service Subscription Fees for the Renewal Term. Renewal of this Agreement will be effective upon (a) Evident Change's issuance of a quotation of the new Reporting Service Subscription Fees, and (b) Evident Change's acceptance of Customer's corresponding purchase order or by the Parties entering into a new Agreement.

In order to ensure continuous access to the SafeMeasures reporting service, the effective date of any renewal agreement will begin one day after the previous Agreement expires. If a renewal agreement is not fully executed and received by Evident Change within 30 days of contract expiration, Evident Change reserves the right to discontinue access to the SafeMeasures internet reporting service until a renewal agreement is in place.

6.3 *Termination*

A party may terminate this Agreement, with or without cause, with 30 days' written notice. This Agreement may be terminated immediately for a breach of Customer's obligation to pay fees under this Agreement or a breach of Sections 1.3, 1.4, or 1.5 of this Agreement.

7. Evident Change Warranty, Disclaimers, and Remedies

7.1 *Warranty*

Evident Change warrants that:

- a. Provided that Customer or another designated party regularly submits the required case management data to Evident Change, SafeMeasures will perform substantially as described in this Agreement and SafeMeasures promotional material.
- b. It is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Evident Change also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-Procurement Programs issued by the General Services Administration.
- c. Evident Change will utilize all reasonable means and due diligence to protect the confidentiality and security of Customer data.
- d. Except for the foregoing express warranties, Evident Change neither makes nor grants any other warranties, express or implied. Evident Change excludes all implied warranties, including specifically any implied warranty arising by statute or otherwise in or from a course of dealing or usage of trade, including any and all implied warranties of merchantability, merchantable quality, or fitness for any purpose, particular, specific, or otherwise.

- e. The foregoing express warranty is the only warranty of any kind for SafeMeasures. Evident Change makes no warranties whatsoever for any Original Works that have been modified by Customer, nor does Evident Change warrant that SafeMeasures will be offered without interruption.
- f. Customer acknowledges that Evident Change provides no monitoring, analysis, or review of the accuracy or quality of the Customer's data accessed through SafeMeasures.

7.2 Remedies

If SafeMeasures does not operate substantially as warranted (hereinafter described as "Noncompliance"), Customer will provide Evident Change with sufficient details available to Customer about the Noncompliance to allow Evident Change to reproduce it. As Customer's exclusive remedy for any Noncompliance, and as Evident Change's entire liability in contract, tort, or otherwise of such Noncompliance, Evident Change will either:

- a. Correct the Noncompliance; or
- b. If Evident Change is unable to correct the Noncompliance after a reasonable opportunity to do so, Customer may:
 - i. Request that Evident Change cease publication of any demonstrably incorrect information and request a pro-rata reduction in the Reporting Service Subscription Fee; or
 - ii. Terminate the Reporting Service Subscription and receive a pro-rated refund of the Reporting Service Subscription Fee.

8. Intellectual Property Indemnification by Evident Change

8.1 Indemnification

To the fullest extent allowed by law, Evident Change shall defend, indemnify, and hold harmless the Customer and its officers, agents, employees, and representatives from and against any and all claims, actions, losses, injuries, damages, or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred, brought for or on account of, injury to or death of any person, including but not limited to workers, Customer employees, officers, or agents, and the public, or damage to property, which arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Evident Change, its officers, agents, employees, volunteers, representatives, contractors, and subcontractors. This duty of Evident Change includes the duty of defense, inclusive of that set forth in California Civil Code Section 2778 and is subject to any limitations provided for in Civil Code Section 2782.S(a) of the cost to defend charged to Evident Change for design professional services. Each party shall notify the other party in writing of any claim or damage related to activities performed under this Agreement within 21 days of the notice or when aware of the possible existence of such a claim. The parties shall fully cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement.

8.1 Replacement or Refund

If such a claim is made or appears possible, Evident Change may, using reasonable business judgment, either secure Customer's right to continue to use SafeMeasures by modifying or replacing the portion of SafeMeasures that is the basis for the claim so that such portion of SafeMeasures is no longer infringing, or Evident Change may provide Customer with a credit equal to the portion of previously paid Reporting Service Subscription Fee prorated to the remainder of the Term or Renewal Term of the Agreement.

9. Limitation of Evident Change's Liability or Consequential Damages

The cumulative liability of Evident Change to Customer for all claims relating to SafeMeasures, and any services rendered under this Agreement, will not exceed the total amount of all Reporting Service Subscription Fees paid to Evident Change by Customer for SafeMeasures during the one-year period prior to the date Evident Change is notified of such claim. This limitation will not apply to third parties' indemnification obligations set forth in Section 8. In no event will Evident Change be liable for any special, indirect, incidental, or consequential losses or damages even if Evident Change has been advised of the possibility of such potential loss or damage. Except as set forth in Section 8, and solely to the extent provided therein, Evident Change will not indemnify Customer in any way against any claim.

10. Customer Warranties

Customer warrants that:

10.1 Customer will only allow access to SafeMeasures as permitted under this Agreement. If Customer wishes to extend its use of SafeMeasures beyond this Agreement, Customer will obtain Evident Change's prior written consent and pay the applicable Reporting Service Subscription Fees.

10.2 Customer will provide the requested data to Evident Change using one of the methods described in Section 2 or, if data are supplied by another party, execute all necessary agreements and permissions to release these data to Evident Change.

10.3 Customer recognizes that Evident Change has developed and owns all intellectual property rights, title, and interest and trademarks in SafeMeasures. Except as expressly permitted by this agreement, Evident Change does not permit Customer to modify or otherwise copy, transfer, license, distribute, or use the SafeMeasures service in any manner other than as is contemplated under this Agreement. Customer further acknowledges and agrees that Evident Change owns and shall retain all rights, title, and ownership to SafeMeasures, including without limitation all copyrights, moral rights, patents, trade secrets, trademarks, and other intellectual property rights it holds, subject to this Agreement.

11. General

11.1 Installation

Customer is responsible for providing access to the SafeMeasures website via the internet to its users. Evident Change will, as requested, provide reasonable assistance (up to three hours) with set up of user workstations and use of SafeMeasures via telephone, fax, or email at no additional charge to the fees as outlined in Exhibit A. Customer may hire Evident Change to provide additional training or assistance at the prevailing published rates plus travel expenses.

11.2 Notification of Rights

In copying SafeMeasures web reports as authorized under the terms of this Agreement, Customer will not remove, suppress, or modify any notice of copyright, trademark, or other proprietary rights that appear in SafeMeasures. Customer will use reasonable efforts to keep persons with access to SafeMeasures from modifying or suppressing any of the copyright notices that appear on SafeMeasures media, documentation, files, and banners.

11.3 Service Fees

Evident Change reserves the right to charge additional service fees if Customer seeks assistance for any other matters not explicitly covered by this Agreement.

11.4 Complete Agreement and Modification of This Agreement

This Agreement contains the complete and final agreement of the parties and supersedes previous understandings related to the subject matter hereof, whether oral or written. This Agreement may only be modified by an amendment signed by authorized representatives of Evident Change and Customer. Any term in Customer's purchase order that is in addition to or different from terms of this Agreement, other than acceptance of the Reporting Service Subscription Fees for the Renewal Term, are not part of this Agreement.

11.5 Non-Assignment

Neither this Agreement nor the rights of Customer under this Agreement may be transferred, leased, assigned, or shared without Evident Change's prior written consent.

11.6 Confidentiality

Customer will not disclose SafeMeasures Original Works to anyone other than its employees, consultants (who are bound by a written confidentiality agreement), volunteers, and interns except for information that is or later enters the public domain through no fault of Customer.

11.7 Privacy

Evident Change undergoes an annual SOC 2 audit to assess its success in ensuring the security, confidentiality, availability, and privacy of the data it processes. The resulting annual report of the audit results may be provided to the Customer upon request. In the event that a data subject contacts Evident Change with a request to exercise their rights, Evident Change staff shall document and refer the request to appropriate Customer personnel. Evident Change maintains a data use, destruction, and retention policy that outlines its commitments to secure data processing and personal data breach notification. Upon completion or termination of the

contract, Evident Change shall delete/return all personal data to the Customer according to contractual obligations and/or Evident Charge's data use, destruction, and retention policy.

11.8 Waiver

The waiver by either party of any default or breach of this Agreement does not constitute a waiver of any other default or breach of this Agreement or a subsequent waiver of that same default or breach.

11.9 Governing Law and Severability

The laws of the State of California and the United States govern this Agreement. Customer consents to jurisdiction and venue in the courts of Colusa County, California or in the Federal District court in the Western District of Wisconsin, for any claims arising out of this Agreement. If any part of this Agreement is held to be invalid, that part will be omitted, but the balance of the Agreement will remain in full force and effect.

11.10 Survival

All provisions of this Agreement relating to warranties, confidentiality, non-disclosure, proprietary rights, limitation of liability, indemnification obligations, and payment obligation survive the termination or expiration of this Agreement.

11.11 Headings

The headings used herein are for reference and convenience only and will not be used to interpret any provision of this Agreement.

11.12 HIPAA Compliance

Evident Change will utilize all reasonable means and due diligence to protect the confidentiality and security of Customer data. Customer acknowledges that the privacy and security regulations issued pursuant to the Health Insurance Portability and Accountability Act of 1996 (the "HIPAA Privacy and Security Rules") do not apply to the Customer data that are the subject of this Agreement, because the data are not subject to requirements of HIPAA. However, Evident Change acknowledges that the Customer data may include health information, other information of a personal and sensitive nature, and juvenile case file information that is strictly confidential pursuant to California Welfare and Institutions Code section 827. Evident Change will adopt and keep current confidentiality and security procedures that are reasonably consistent with the current professional standards recommended by the HIPAA Privacy and Security Rules and consistent with the level of confidentiality mandated by section 827 of the California Welfare and Institutions Code.

12. Notices

All notices or other communications required or permitted under this Agreement will be in writing and will be delivered by personal delivery, email (with delivery receipt), registered mail

return receipt requested, a “Next Day Air” delivery service, or by facsimile transmission, addressed to the parties indicated below.

If to Evident Change: Evident Change
Attn: Chris Scharenbroch
717 John Nolen Dr.
Madison, WI 53713
Phone: (800) 306-6223; Fax: (608) 831-6446
Email: cscharenbroch@evidentchange.org

If to Customer: Colusa Health & Social Services Department.
ATTN: Donna Dennis.
251 E Webster Street.
Colusa, CA 95932
Phone: (530) 458-0290
Fax: (530) 458-2664
Email: Donna.Dennis@countyofcolusaca.gov

System Maintenance
Contact Person Colusa Health & Social Services Department.
ATTN: Donna Dennis.
Phone: (530) 458-0290
Fax: (530) 458-2664
Email: Donna.Dennis@countyofcolusaca.gov

Both parties have caused this Agreement to be executed by their respective duly authorized representatives.

CUSTOMER

Signature

Gary J. Evans
Name

Board Chair
Title

Date

APPROVED AS TO FORM

Richard Stout, County Counsel.

EVIDENT CHANGE

Signature

Mindy J. Rowland
Name

Chief Legal & Operating Officer
Title

Date

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

Patricia Rodriguez, Deputy

Attachment: Contract_Evident Change [Revision 1] (10203 : Approve Contract with Evident Change)

EXHIBIT A: REPORTING SERVICE AND ADDITIONAL FEES

Total cost of this Agreement and annual lump sum payments for reporting system subscription fees include up to two virtual training sessions via the internet to train supervisors, managers, and administrators as requested by the County. Additional training may be available for an added fee, as outlined below.

TOTAL AMOUNT OF AGREEMENT

\$43,725.15, for a 5-year Agreement

PAYMENT SCHEDULE

Annual Subscription Fees:

\$8,098.75 due October 1, 2024, upon receipt of invoice

\$8,584.67 due October 1, 2025, upon receipt of invoice

\$9,013.91 due October 1, 2026, upon receipt of invoice.

\$9,013.91 due October 1, 20267, upon receipt of invoice.

\$9,013.91 due October 1, 2028, upon receipt of invoice.

TRAINING (IF REQUESTED BY CUSTOMER)

Up to two web-based training sessions to train supervisors, managers, and administrators as requested by the County.

ADDITIONAL/ONSITE SUPPORT/TRAINING (IF REQUESTED BY CUSTOMER)

- Time and Materials at \$175 per hour
- All Travel Expenses

COUNTY RESPONSIBILITIES

- Provide computer lab for training.
- Designate at least one local SafeMeasures administrator to maintain user IDs and to coordinate the handling of questions or problems regarding SafeMeasures with Evident Change.
- Provide access to the SafeMeasures website: <https://app.safemeasures.org/ca/>

**Request For County Board of Supervisors Action**

MEETING DATE: December 17, 2024

DEPARTMENT: Purchasing and Procurement

FROM: Molly West

SUBJECT: Approve 2nd Modification with Williams Scotsman, Inc. for the modular building at the Department of Health and Human Services located at 251 E Webster St., Colusa.

Approve 2nd Modification with **Williams Scotsman, Inc.** for the modular building at the Department of Health and Human Services located at 251 E. Webster St., Colusa.

Detailed Description/Background of request

The Department of Health and Human Services requests approval of this second modification to update the Contractor and Project Manager information on the contract.

This contract was previously with Modern Building Systems, Inc. Williams Scotsman, Inc. recently obtained Modern Building Systems resulting in the contract needing to be updated. This second modification deletes all references to Modern Building Systems Inc. and replaces with Williams Scotsman, Inc. In addition, the Project Manager contact information needs to be updated within Exhibit A.

Prior Board Action

C15-113 and C21-160

Fiscal Impact/Funding Source

No fiscal impact.

Action for the Clerk

Number contract, obtain signatures and forward to:

Williams Scotsman, Inc
2910 Ramco Street
West Sacramento, CA 95691-5841

ATTACHMENTS:

- 2nd Modification_WillScott Mobile Mini Solutions (PDF)
- C21-160 1st ModificationModern Building Systems, Inc (PDF)
- C15-113 Modern Building Systems Inc (PDF)

C24-_____

Second Modification of Lease for Modular Building for DHHS

This Second Modification of Contract C15-113 for Lease of a Modular Building for DHHS is between Colusa County (County), a political subdivision of the State of California, and Modern Building Systems, Inc. (Contractor), an Oregon corporation.

Background

On June 30, 2015, the parties executed contract C15-113 for Lease and Installation of a new modular building at the Department of Health and Human Services ("Contract"). Modern Building Systems installed the building and has assigned the Project Manager as a contact person to the project during the installation and the term of the lease.

On September 14, 2024, the parties executed the 1st Modification (C21-160) to modify the Contract to appoint another Project Manager.

The parties now want to modify the Contract to change the contract lessor.

Modification

The parties agree to modify the Contract effective August 28, 2023, as follows:

1. Lessor is modified to delete all references to Modern Building Systems, Inc. and replacing with the following: Williams Scotsman, Inc
2910 Ramco Street
West Sacramento, CA 95691-5841
2. Exhibit A, Section Six – Project Staffing, Project Manager is replaced with the following:
Project Manager: Paula Meany
Phone 707-301-1757
Email: Paula.Meany@willscot.com

COUNTY OF COLUSA

Williams Scotsman, Inc.

Date: _____
Gary J. Evans, Board Chair

Kaley Marden Date: 11/14/24
Signature

Kaley Marden, Sr Dir. & GM Northern CA
Printed Name and Title

APPROVED AS TO FORM

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

Richard Stout, County Counsel

, ~~Deputy Clerk~~
Patricia Rodriguez, Deputy Clerk

C21- 1160

First Modification of Contract C15-113 for Lease of a Modular Building for DHHS

This First Modification of Contract C15-113 for Lease of a Modular Building for DHHS is between Colusa County (County), a political subdivision of the State of California, and Modern Building Systems, Inc. (Contractor), an Oregon corporation.

Background

On June 30, 2015, the parties executed contract C15-113 for Lease and Installation of a new modular building at the Department of Health and Human Services ("Contract"). Modern Building Systems installed the building and has assigned the Project Manager as a contact person to the project during the installation and the term of the lease.

The parties now want to modify the Contract to appoint another Project Manager.

Modification

The parties agree to modify the Contract effective September 14, 2021, as follows:

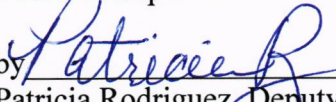
- Exhibit A, Section Six – Project Staffing, Project Manager, is replaced with the following:

Project Manager: Ken Mero
 9493 Porter Road
 P.O. Box 110
 Aumsville, OR
Kmero@modernbuildingsystems.com
 503-749-4949

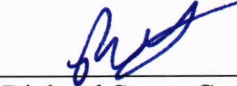
COUNTY OF COLUSA

 Date: 9/14/21
 Gary J. Evans, Board Chair

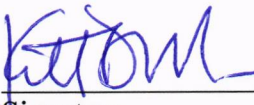
ATTEST: Wendy G. Tyler, Clerk to the
 Board of Supervisors

by 
 Patricia Rodriguez, Deputy Clerk

APPROVED AS TO FORM


 Richard Stout, County Counsel

MODERN BUILDING SYSTEMS, INC.

 Date: 9-20-21
 Signature
 Kenneth D Mero VP. SALES
 Printed Name and Title

LEASE AGREEMENT**LESSOR:**

Modern Building Systems, Inc.
 PO Box 110
 9493 Porter Road
 Aumsville, OR 97325

LESSEE:

Colusa County Health and Human Services
 251 E Webster St.
 Colusa, CA 95932
 Job # _____ PO # _____

In consideration of the terms and conditions contained herein Lessor and Lessee agree as follows:

Lessee agrees to lease the Building (as defined below) from Lessor as of, date to be determined, for a minimum lease period of 180 months in accordance with the terms and conditions attached hereto.

The "Building" is a 54' x 68' Custom building, unit # TBD, serial # TBD, and containing 3672 square feet of space, to be provided by Lessor as per the Technical Package - Plans, Specifications and Scope of Work attached hereto as Exhibit A, which is incorporated herein by reference. The Building shall be located at: 251 E Webster St. Colusa, CA 95932 (the "Location").

RENTAL: For the minimum lease period, Lessee agrees to pay Lessor, by check at Lessor's office in Aumsville, Oregon, rent in monthly installments of \$5,901.36 plus local sales tax. Such monthly rent shall be paid by Lessee in advance on the 1st day of each month. (This rent amount is subject to adjustment as provided herein.) Applicable state and local sales and use taxes and other direct taxes (as provided in the Terms and Conditions) shall be due and payable to Lessor by Lessee monthly as invoiced.

INSTALLATION AND REMOVAL FEES: In addition to rent, Lessee agrees to pay Lessor, by check at Lessor's office in Aumsville, Oregon, a delivery, installation and site work lump sum as identified in Exhibit A of \$360,159.19. Fifty percent 50% shall be due prior to start of installation and the balance shall be paid through schedule of values invoicing. A removal and return fee will be the lesser of actual costs plus 15% or \$360,000. The removal and return fee shall be paid with the final rental payment, before removal of the Building. Delivery and return are subject to permits, pilot cars and highway restrictions. Lessor is not responsible for any site work, excavation/backfill or utilities or their connections (e.g., power, water, sewer, telephone/data) at the Location, unless specifically contracted herein to do so.

STAIRS: Lessee agrees to lease 0 set(s) of stairs for \$0.00 per month. If the stairs are not returned to Lessor, Lessee will be charged \$750 per set. If the steps are returned damaged, Lessee will be charged accordingly for the repair or replacement.

CLEANING AND KEYS: The Building will be cleaned upon return to Lessor at Lessee's sole expense. The cleaning charge shall be Lessor's actual expense or \$1,000.00,

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whichever is larger. Lessee shall be liable for any and all damage to the Building and its accessories. If keys are not returned with the Building, Lessee will be charged \$50.

The terms of this Lease Agreement ("Lease") shall not be affected by the terms of any Lessee purchase order, all of whose terms are rejected.

Signed by duly authorized agents this 30th day of June, 2015.

Lessor: Modern Building Systems, Inc.

By: [Signature]

Title: CEO / President

Lessee: Colusa County

By: [Signature]

Title: Chair

TERMS AND CONDITIONS

1. This transaction is a lease and not a sale. Lessee does not acquire any right, title or interest in the Building, except the right to possess and use the Building under this Lease, so long as Lessee is not in default.
2. In addition to the payment of rent, Lessee shall pay Lessor for all sales and use taxes, other direct taxes and registration fees imposed by federal, state or other taxing authorities and allocated by Lessor on either an individual or prorated basis for any units of the Building.
3. Lessee will, at its sole cost, keep the Building at all times in good repair and operating condition and free of all liens and encumbrances. Lessee shall replace all worn or broken parts with new parts acceptable to Lessor. Upon termination of this Lease, Lessee will return the Building to Lessor in at least as good a condition and state of repair as delivered to Lessee, ordinary wear and tear excepted. Until restoration or repairs have occurred to the satisfaction of Lessor, Lessee shall continue to be liable for rent on any Building returned (a) with accessories, attachments or other items missing; (b) requiring repairs of any kind or requiring restoration to original specifications; or, (c) with alterations or modifications performed by Lessee. If Lessee does not make the required repairs or restoration, Lessor shall determine the amount due for them for which Lessee shall be responsible and rent on the Building will continue to accrue until that amount is paid by Lessee.
4. If this Lease is for a custom Building that is ordered in accordance with Lessee's specifications and is not from Lessor's current inventory, the rent commencement date shall be the date on which the Building is installed at the Location. If the installation is delayed by any act or omission of Lessee, rent payments shall commence once Lessee is notified of the completion of the Building.
5. In the performance of its obligations, Lessor shall not be responsible for events beyond its reasonable control, including, without limitation, delays or impossibility of manufacturing, delivery or installation due to fire, flood, windstorm, riot, civil disobedience, strikes and acts of God.
6. In no event shall Lessor be responsible for consequential damages, including, without limitation, loss of use or lost profits. These damage limitations shall apply regardless of the nature of the claim, including without limitation, those based upon contract, tort (including negligence), warranty or statute.
7. Lessee shall provide free and clear access for delivery and return of the Building by standard mobile transport vehicle. Lessee shall provide firm and level ground or no more than a six-inch slope from one end to the other for safe and unobstructed installation of the Building. The site selection is the sole responsibility of Lessee. Lessor shall have no responsibility or liability for any inadequacy of the location for the setup or use of the Building. Lessee is solely responsible for obtaining any required permits for the installation and use of the Building at the Location.
8. Lessor may at any time following the expiration of the minimum lease period, request Lessee to return the Building to the location designated by Lessor.
 - (a) If Lessee, without any further written agreement, shall continue to possess or occupy the Building beyond the minimum lease period, Lessee shall then be deemed to have renewed this Lease on a month-to-month basis at the rental rate in Lessor's monthly published lease rate(s) then in effect.
 - (b) If Lessor elects to terminate this Lease upon the expiration of the minimum lease period, rent shall continue until the Building is returned to the location designated by Lessor and Lessee pays Lessor all unpaid rents and charges allocable to the returned Building that have accrued as of the date the Building is returned.
9. ~~Lessor shall not be liable for claims or damages of any kind whatsoever, whether to person or property, arising from or in any way connected with the Building or Lessee's use thereof.~~ 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.
10.
 - (a) Upon delivery of the Building to the Location, Lessee will assume the entire risk of loss to the Building until the Building is returned to Lessor. Lessee represents that it is insured in all of its business activities and shall insure its interests in and obligations with respect to the Building. The Building shall be covered by a standard, comprehensive property insurance policy, covering the full replacement value of the Building with any insurance payment thereunder payable to Lessor. Lessee shall be responsible for any deductible amounts. If Lessee fails to obtain or maintain such insurance at Lessee's cost, Lessor may obtain such insurance, but Lessor shall not be obligated to do so. In the event of any damage to or loss or destruction of the Building occurring subject to insurance, Lessor may, at its sole election, determine to repair or replace the Building.
 - (b) Lessee shall maintain a general liability insurance policy in the minimum policy amount of \$1 million. Lessor shall be named as an additional insured under the policy. Lessee shall be responsible for any deductible amounts.

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(c) Before the installation of the Building, Lessee shall provide Lessor a certificate of insurance verifying that Lessee has obtained the required insurance coverage.

11. The following shall constitute Events of Default: (a) Lessee fails to pay any rent or any other amount herein provided within 10 days after the same is due and payable; (b) Lessee fails to comply with any provisions of this Lease; (c) Lessee abandons the Building; (d) Lessee ceases doing business as a going concern; (e) any proceeding in bankruptcy, receivership or insolvency is commenced by or against Lessee or Lessee's property, or if Lessee makes an assignment for the benefit of creditors; (f) Lessee makes any misrepresentation or false statement as to Lessee's credit or financial standing in connection with the execution of this Lease; (g) Lessee commits any act of assignment, including permitting any other entity or person to use the Building; (h) Lessee makes a bulk transfer of its furniture, fixtures, furnishings or other Building inventory; (i) Lessee breaches any of the terms of any loan or credit agreements, or defaults thereunder; and (j) if there is more than one lease existing between Lessor and Lessee, Lessee defaults under any other such lease.

12. Upon the occurrence of an Event of Default, and without prejudice to any other rights or remedies Lessor may have, Lessor may exercise any one or more of the following remedies:

(a) Lessor may declare the entire amount of rent for the minimum lease period immediately due and payable without further notice or demand to Lessee.

(b) Lessor may recover all rents and other amounts due as of the date of such default.

(c) Lessor and its agents may, with at least 3 business days' notice to Lessee, enter the building for repossession purposes, and may, without liability or legal process, enter into any premises of or under control of Lessee or any agent of Lessee where the Building

(c) and its accessories may be believed to be located and attempt to repossess the Building, disconnecting and separating it from any other property and using all means necessary or reasonable to take possession of the Building and its accessories. Lessee hereby waives any claim or cause of action of any kind whatsoever against Lessor growing out of the removal, repossession or retention of the Building, including, without limitation, claims for trespass or conversion.

(d) Lessor may obtain provisional process or injunctive relief to recover possession of the Building and its accessories. Lessee hereby waives any objection to such relief.

(e) Lessor may pursue any other remedy now or hereafter existing at law or in equity.

All such remedies are cumulative, and may be exercised concurrently or separately.

13. Rents and charges not received by Lessor within 30 days of the invoice date shall accrue a late charge of (a) 1 1/2 percent per month or (b) the maximum rate permitted by law, whichever is lower.

14. When the minimum term of this Lease exceeds 11 months, the rental charge shall be subject to adjustment, based upon the All Items Consumer Price Index ("CPI") for the United States (United States Bureau of Labor Statistics, 1967 base period) calculated as follows: For each change of one index point in the CPI, the rental rate shall be adjusted by a factor of 0.5 percent. Any adjustments shall take effect at the end of the sixth month following the commencement date of this Lease and will be further adjusted each six months thereafter. Said adjustment will be based on the most recent CPI indices before the invoicing of each rental charge.

15. Should the Lessee elect, for any reason, to terminate this Lease at any time before the end of the minimum lease period, the entire unpaid balance of the rent due hereunder shall immediately become due and payable. Such termination shall become effective only when the Building is returned in good condition to the location designated by Lessor and pays Lessor all unpaid rents and charges allocable to the returned Building.

16. If it has fulfilled all of its obligations under this Lease, Lessee has the option to extend this Lease in one-year increments after the expiration of the initial term hereof. All of the terms and provisions of this Agreement shall remain the same in the event of any such annual extension, except that the CPI adjustment described above shall be applicable to the first months of the extension. Should Lessee wish to so extend this Lease, Lessee must give Lessor 30 days' written notice of such election before the expiration of the term hereof or before the expiration of any previously extended term hereof.

17. Lessee shall, at Lessee's sole cost, obtain any and all licenses, titles, permits and other certificates as may be required by law or otherwise for Lessee's lawful operation, possession or occupancy of the Building. Lessee shall provide for all maintenance, upkeep, repair, utilities and operational costs of any nature whatsoever pertaining to the Building in a careful manner so as not to expose the Building to damage. All permits, certificates of title or registration applicable to the Building shall reflect Lessor's ownership thereof.

18. Lessee shall not remove the Building from the Location without prior written approval from Lessor. Lessee shall notify Lessor immediately of any attempted levy or seizure of the Building and shall indemnify and hold Lessor harmless from and against any loss or damage resulting therefrom. Lessor may inspect the Building from time to time. If Lessor believes the Building to be overloaded beyond

normal capacity or misused, abused or neglected, Lessor may summarily remove and repossess the Building upon five days' prior written notice to Lessee. In that event, Lessee shall be liable for the total unpaid amount for the minimum lease period.

19. If at any time Lessor retakes the Building and there is any other property owned by Lessee or in the custody or control of Lessee attached to or contained within the Building, Lessor may take possession of such other property and hold the same for Lessee either in Lessor's possession or, in the exercise of Lessor's sole discretion, in public storage for the account of and at the sole expense of Lessee. In addition, Lessee shall indemnify, defend and hold Lessor harmless from and against any claims relating to damage to the property of Lessee or any other persons suffered or sustained during repossession of the Building by Lessor.

20. Lessee agrees that the Building will not be used for any residential purposes. Lessee shall not make or permit any unlawful use or handling of the Building and shall not, without Lessor's prior written consent, make or permit any changes, alterations or improvements in or to the Building or remove therefrom any parts, accessories or attachments.

21. This Lease may not be assigned by Lessee, nor may all or any part of the Building be sublet by Lessee without the prior written consent of Lessor. Lessor may assign this Lease and the rent.

22. Any notice required or permitted to be given hereunder shall be in writing and shall be deemed properly given upon delivering the same personally to an authorized representative of the party to be notified, or upon mailing such notice, by registered or certified mail, return receipt requested, to the party to be notified, at its address hereinafter set forth, or at such other address within the United States as the party to be notified may have designated prior thereto by written notice to the other party.

23. Each person signing this Lease represents and warrants that such person has all requisite power and authority necessary to execute this Lease and to perform the party's respective obligations hereunder and that this Lease is binding upon and enforceable against the party represented by that person. This Lease shall inure to the benefit of and shall be binding upon the respective successors in interest and permitted assigns of the parties hereto.

24. Lessee's obligations set forth herein shall survive the termination of this Lease.

25. This Lease contains the entire agreement and understanding between the parties and supersedes and replaces all prior or contemporaneous communications, understandings or agreements, whether verbal or written.

26. This Lease shall be governed by and construed in accordance with the laws of the state of California. The exclusive venue for any dispute arising out of or related to this Lease shall be the Yolo County Superior Court. However, nothing in this provision shall prevent Lessor from seeking equitable relief in any court with jurisdiction.

27. In the event of any dispute or claims arising out of or related to this Lease, the prevailing party shall be entitled to recover all litigation costs, including, without limitation, attorney fees and costs incurred at trial, on appeal, on review or in any bankruptcy proceeding.

28. Prevailing Wage Rates: Prevailing wage rates apply to the work provided under this lease. Copies of the prevailing rates or per diem wages applicable to the work done under this Lease 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. Lessor 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, Lessor, 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.

29. DIR Registration: Lessor and any subcontractors shall register with the California Department of Industrial Relations (DIR) as required by law and prior to commencing any work under this lease. Lessor and any subcontractors shall supply County with a copy of proof of registration at the time of execution of this Lease.

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Exhibit A

Technical Package for:
**County of Colusa Department of Health and
Human Services**

**54' x 68' Modular Office Building Replacement
Colusa, California**

*Prepared by:
Modern Building Systems
California Division*

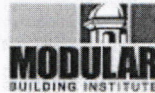


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Date: April 6, 2015

To: Rose Tanner
County of Colusa Department of Health and Human Services
251 E. Webster St.
Colusa, CA 95932

From: Wayne Summers
Account / Project Manager
Modern Building Systems, Inc
605 Sutter Street
West Sacramento, CA 95691

Re: **Proposal – 54' x 68' Modular Office Building Replacement**

Dear Ms. Tanner,

Enclosed is our proposal for your project. We sincerely appreciate the opportunity.

Our proposal is based on information obtained from our conversations and e-mails, the local fire marshal, on-site meetings, our design team's value engineering and input from your staff, our sub contractors and vendors.

We feel that our proposal will give the County a well-priced structure and the best value and most longevity for its budget. Included in this package you will find a description of the project, final floor plans, specifications, and a scope of work and critical path. In addition, we respect your efforts on behalf of the County's citizens, and we have endeavored as much as possible to utilize local vendors, so as to spend the County's funds locally.

This type of turn-key project is what we do best. We have over 40 years of experience in the design, engineering and manufacture of commercial modular buildings and are the oldest direct to the client manufacturer on the West Coast and pride ourselves on "win-win" solutions for our clients.

Please feel free to contact me at any time regarding any facet of our submissions. We are very much looking forward to working with you on the project.

Best Regards,

Wayne Summers

Wayne Summers
Account / Project Manager



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Section One – Firm Profile

1. Modern Building Systems, Inc. has been a full-service modular building manufacturer, dealer and general contractor for over 40 years. We offer complete, turn-key packages including design, engineering and manufacturing to a wide base of institutional and commercial clients and government agencies. Our main plant is located in Aumsville, Oregon, just outside of Salem, and we have leasing, sales and project supervision offices in Oregon, Washington and California.
2. Modern Building Systems, Inc. is a closely-held, non-public company with no affiliates or subsidiaries.
3. Our service and warranty guarantee to all clients is a 24 hour on-site response to warranty and service issues, and 48 hour timeline for minor repairs, with larger items that may require replacement based on delivery schedules.
4. We have no pending lawsuits at this time. Modern Building Systems prides itself on quality projects and fostering a “win-win” co-operative attitude between itself, its clients and its trades-people.
5. Modern maintains multiple licenses as a modular manufacturer, dealer and general contractor in California, Oregon, Nevada, Arizona and Washington. In addition, our in-house staffing includes structural and civil engineers, project managers and site superintendents. We maintain a full line of fully-licensed local vendors, sub-contractors and suppliers in all our regional offices.

Modern Building Systems also has been awarded a federal GSA contract and is participating in the nation-wide AEPA (Association of Educational Purchasing Agencies) contract in multiple states. You may access our web-site to learn more about us at:
www.modernbuildingsystems.com

Although Modern Building Systems, Inc. is a privately owned entity and does not as a matter of practice release financial statements for use in a public context. Please feel free to contact the below individuals and organizations for any information relating to this information.

Modern Building Systems, Inc. President and CEO	
9493 Porter Road	James Rasmussen
Aumsville, OR 97325	503-749-4949

Umpqua Bank	Bank Officer
415 NW Third Street	Darrin McLemore
Corvallis, OR 97330	541-768-2400

Anchor Insurance and Surety	Account Manager
1201 SW 12 th Avenue	Phil Forker
Portland, OR 97205	503-224-2500

Section Two – Qualifications

Turn-key projects are something Modern Building Systems excels in. Our company, manufacturing direct to the client since 1971, creates, manufactures and installs turn-key projects in numerous Western States, as well as Pennsylvania, Rhode Island, Maryland and New Jersey. We employ a complete design team, with our own engineers, designers and estimators, as well as our own delivery systems, installation crews and full-time project managers.

Below are five (5) similar projects with size, scope, cost and contact information:

Name	Size	Cost	Contact	Phone
1. Robert Louis Stevenson School 707-726-1266	4572 sq ft	\$895,000	Mr. Ron Herbig	
Scope - Foundations, Building, Utility Connections, decking				
2. Shingle Springs Education Cntr. 530-387-4970	15,400 sq ft	\$2,635,000	Mr. Ernie Vargas	
Scope - Excavation, Utilities, Buildings, Sidewalks and architectural entries				
3. Greyhound Bus Lines 849-8196	3220 sq ft	\$1,319,000	Mr. Bill Sliger	214-
Scope - Foundations, Building, Utility Connections				
4. US Corps of Engineers 916-373-1617	4320 sq ft	\$189,300	Ms. Cathy Wise	
Scope - Buildings, Utility Connections, Ramps, Decks				
5. Scotts Valley Water District 588-6818	1440 sq ft	\$119,200	Ms. Eileen Streller	831-
Scope - Foundations, Building, Utility Connections, Ramps, Decks				

Section Three– Project Description/Scope of Work

The project consists of three separate functions:

First – removal of the two existing old modular 24' x 60' buildings, with their existing skirting, foundations and seismic anchors. Utility disconnections by Modern, voice and data by County. Also included in this process is the removal of the overhead decking and demolition of the concrete block supports for the patio decking. Once this is accomplished, the existing asphalt will be measured and marked for all new permanent foundations and trenching.

Second – The underground infrastructure, including trenching for fire water on “D” Street, electrical connections and waste and potable water will be made, installed, stubbed-up, backfilled, compacted and sealed. Concrete foundations and footings will be excavated, formed and poured. Although we have removed joining the modular roof to the existing structure from our scope of work, we have included in our scope designing the modular roof to tie into the existing building at a later date, should the County decide to do so under another contract.

Third – The new modular building modules will be delivered and installed on the new foundation, and the new trusses will be installed. The building will be “dried in” with composition roof tile. Concrete flatwork at the ramp and HVAC pads will be poured. New ramp will be installed in addition to sprinkler standpipe, valves and HVAC compressors. Interior finish will be completed.

Scope of Work

Buildings: One (1) 54' x 68' Modular Building B Occupancy, Meeting the most current CBC, IBC and CEC Codes, per attached specifications and floor plans.

Demolition: Disconnect Utilities, remove and dispose of two existing 24' x 60' mobile office buildings. Remove existing bollards, concrete columns and ramp.

Excavation: Excavate for pier and curb foundation. Trench for all electrical, voice/data, fire line and water/sewer lines per code.

Foundation: Prepare concrete pier and curb foundation. Install building to foundation connections..

Delivery: Transport of five (5) modules to Colusa, CA. Spotting of modules on-site. All permits and pilots included.

Installation: Placement of all modules onto foundations. Interior and Exterior finish including floor covering, roof and floor finish. Installation of roof trusses. Install composition roof tile, installation of gutters and downspouts.

Skirting: Provide and install skirting up to 30" high around perimeter of building – to match siding.

Ramps, decks, and Steps: Provide and install ramp/step for main entry door and public access entry.

Utility disconnections: To be completed by Modern.

Water and Sewer: Connect potable water supply from existing lines within 5' of new building footprint to all points of connection for restrooms and kitchen of 54' x 68' building. Provide ABS lines, sized as needed from all fixtures to a single point connection within 5' of building footprint.

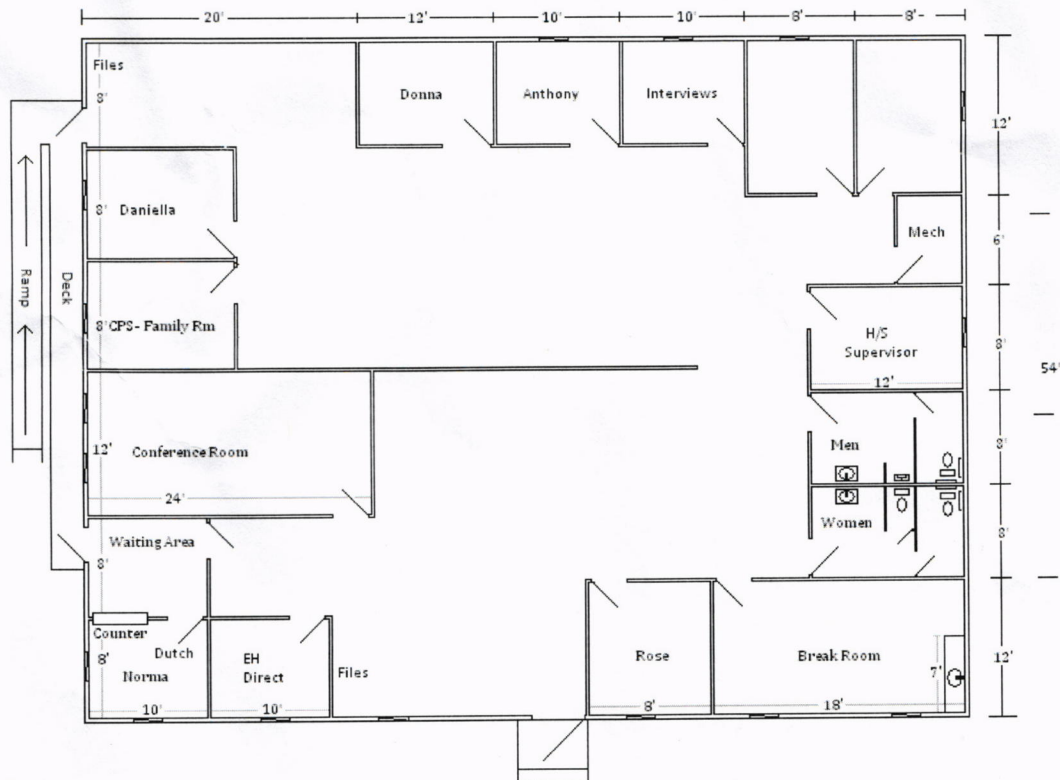
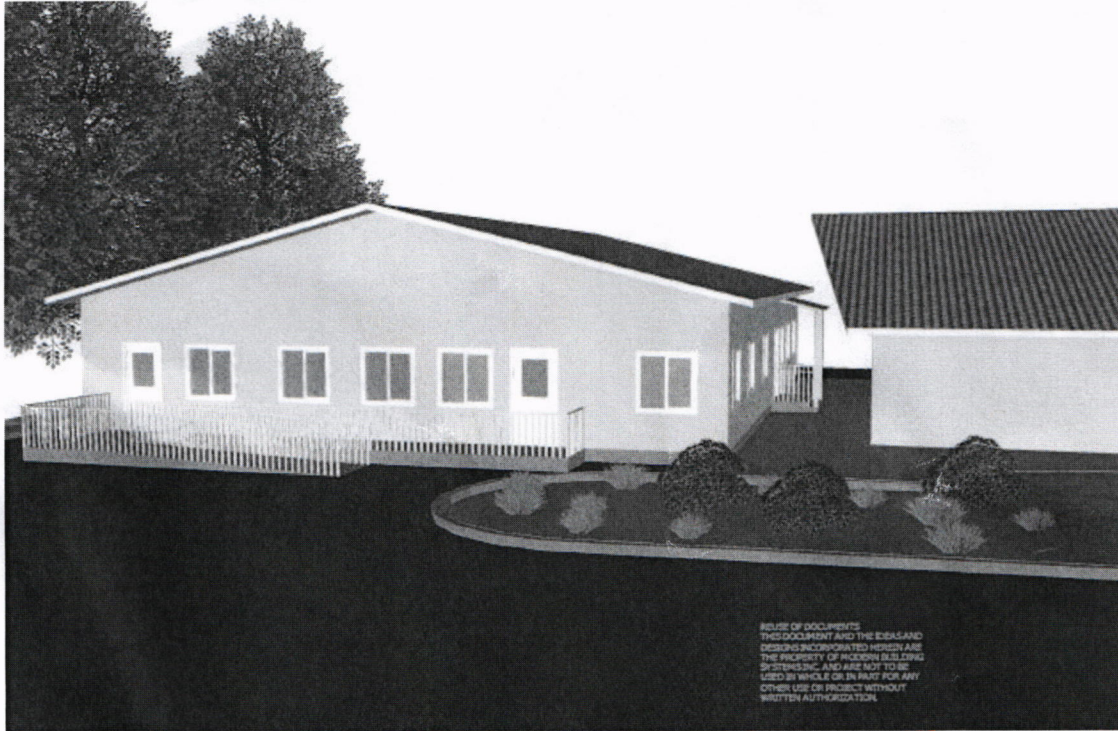
Sprinklers: Provide and install riser, sprinkler heads, final connections and tests. All shop drawings and basic calculations included.

Electrical: Make all final connections to Modern provided sub-panels on both buildings. Voice /data conduit stubbed to above ceiling. Voice /Data connections by County.

Engineering, Permits and Plans: Provide Three (3) sets of stamped, engineered foundation, ramp and building plans for client and local jurisdiction approval.

Not In Contract: Grubbing, removal of equipment or stored materials, Local City and Utility Permits and fees; Bonding, if any.

Section Four: Rendering/Floor Plan/Specifications



13

Portlnd3-1362239.2 0051297-00001

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Specifications-54' x 68'

11/14/2014

Modern Building Systems, Inc. Confidential

11:42 AM

Quoted to: Colusa

Bldg Type	Office	Type of Bldg?	V-N
State Tag	California		
Width	68	Building SF	3672
Length	54		

Bonds If required

Design Loads:	Floor	Walls	Roof
	50psf	140mph, 3 sec, Exp B.	20 lb

Site Work	Excavation & Backfill	By Others
	Local Permit	By Others
	Foundation System	By Others
	Tiedowns	By Others
	Foundation Plans	By Others
	Delivery	By Others
	Ramps, Landings & Stairs	By Others
	Skirting	Yes ship loose
	Rain Drains, Downspouts	By Others
	Plumbing Manifold	Yes ship loose
	Site Utilities	By Others
	Special Systems	By Others
Frame	I-Beam	10" perimeter frame
	Axles	4
	Tires	800
	Hitch	Detachable
Floor System	Floor Joist	Steel
	Floor Rims	Steel
	Offset Rims	None
	Decking 1st Layer	3/4 edge gold
	Decking 2nd Layer	3/8 ccp under Vinyl & VCT Area's
	Insulation	R-30 closed cell spray foam
Exterior Finish	Exterior Siding	Hardiplank Lap Siding
	Corner Trims	Wood Trim - Corners
	Fascia Trims	Wood Trim - Fascia
	Window Trims	Wood Trim - Windows
	Sheathing	7/16 wfr
	Studs	2x6 Stud Grade KD
	Insulation	R-21
Interiors Finish	Sheet Vinyl - Corlon	Restrooms & Breakroom! (Unless Otherwise Noted)
	V.C.T. 1/8"	Waiting/mechanical
	Carpet ready	All other areas
	Base	Mecer Rubberlyte 4" Thru Out
	Ceiling Height	8 ft.
	Wall Covering	Vinyl Wrapped Gypsum 4' high FRP in RR's
	Mini-Blinds	Qty - None
	Window Trims	To Match Interior Door Finish

11/14/2014

Modern Building Systems, Inc. Confidential

11:42 AM

Roof	Roof Covering	TPO temp roof	
	Sheathing	7/16 wfr	
	Rafters	2x10 #2&Btr KD	24 "o.c.
	Special Conditions	Trusses installed on site	
	Architectural	None	
	Insulation	R-38	Cellulose / Fiberglass
	Ceiling	T-Bar	
Windows and Doors	Exterior Door	Qty - 1	3/0x6/8 Hm/Hm w vision panel
	Exterior Door	Qty - 1	4/0x6/8 Hm/Hm w vision panel
	Exterior Door	Qty -	
	Exterior Hardware	D53PD Rhodes Lever	Closer LCN 4041 or equal
	Window-Vinyl	Qty - 17	4/0x4/0 HS DG Vinyl
	Window-Vinyl	Qty -	
	Window-Vinyl	Qty -	
	Window-Vinyl	Qty -	
	Window-Vinyl	Qty -	
	Window-Vinyl	Qty -	
	Window-Vinyl	Qty -	
	Windows- Interior	Qty -	
	Interior Door	Qty - 17	3/0x6/8 SC Birch
	Interior Door	Qty -	
	Interior Hardware	D10/53/80S Rhodes/Lever	Push/Pull @ RR's on Restroom Doors
Accessories	Shelving	None	
	Cabinetry	As Shown on Drawings	
	Whiteboards - Tri Best Por	Qty -	Style : Total-Pro Auburn
	Bulletin Boards	Qty -	
	R.R Partition - Global	Qty - 3	
	Urinal Screens	Qty - 1	
	TP Holder	Qty - 3	
	18x36 Glass Mirror	Qty - 2	
	Grab bars	Qty - 2	
	Cup Dispenser	Qty - 1	
	Towel Bar	Qty -	
	Towel Disp	Qty -	
	Soap Disp	Qty -	
	Shower Curtain	Qty -	
Appliances	Range 30" Free Standing	Qty -	
	Ranghood	Qty -	
	Refrigerator 14cf	Qty -	
	Disposal	Qty -	
	Dishwasher Std	Qty -	
	Freezer	Qty -	
	Washer	Qty -	
	Dryer	Qty -	
Mechanical System	HVHP split system Units	Qty - 2	
	Heat	20 Kw	
	Cooling	5.0 Tons	
	Thermostat	Programmable	
	Plenum Walls	Qty - 2	
	Ductwork	Fiber ductboard	

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11/14/2014

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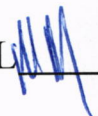
Plumbing	Urinal	Qty -	1
	Toilets	Qty -	1
	Toilets HC	Qty -	2
	Kitchen sink	Qty -	1
	Sinks	Qty -	2
	Hot water heater	Qty -	1
	Plumbing Tree	Qty -	1
	Floor Drain	Qty -	2
	Plumb gas for dryer/range/	Qty -	
	Washer/Dryer boxes	Qty -	
	Refer H2O rough-in	Qty -	1
	Tub Shower Combo	Qty -	
	Shower Std	Qty -	
	Shower HC w/o Seat	Qty -	
	Shower HC w/Seat	Qty -	
	Supply Piping	Wirsbo	
	Waste Piping	ABS	
	Sprinkler System	None	
Electrical System	Panel	(2) 200 amp 120/240 panel 1 phase 2" stubout	
	Meter Base	None	
	Wiring System	Conduit & MC Cable	
	Recepts	Qty - 68	120 volt duplex plug
	Recepts	Qty - 3	120 volt GFI duplex plug
	Recepts	Qty -	
	Recepts	Qty -	
	Recepts	Qty - 2	120 volt weather proof plug
	Recepts	Qty -	
	Recepts	Qty -	
	Recepts	Qty -	
	Switches	Qty - 19	Switch
	Switches	Qty - 4	3 way Switch
	Switches	Qty -	
	Switches	Qty -	
	Switches	Qty -	
	Switches	Qty -	
	Empty J-Boxes	Qty - 35	Phone, Pull, Bell Stubbed into Ceiling Space
	Other	Qty -	
	Lights	Qty -	
	Lights	Qty - 33	2X4 T-Bar Fixtures with 3 T8 Lamps 32watt lamps
	Lights	Qty -	
	Lights	Qty -	
	Lights	Qty -	
	Lights	Qty - 5	Exit light
	Lights	Qty - 3	Emergency Light
	Bath Light's	Qty - 2	Toilet wall bracket with 2 60 watt A19 lamp
	Exhaust Fans	Qty -	
	Porch Lights	Qty - 2	MBS standard Porchlight fixture with A19 lamp

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Section Five – Schedule/Critical Path

- | | |
|--|---------|
| 1. Plans for customer approval | 2 weeks |
| 2. Estimated time for Client approvals | 1 week |
| 3. HCD Approval | 2 weeks |
| 4. Material Acquisition | 3 weeks |
| 5. Manufacturing of Modulares | 5 weeks |
| 6. Demolition, Removal and foundation | 2 week |
| 7. Delivery and installation | 3 weeks |
| 8. Utilities/inspection/punch list | 1 week |

**The above schedule is an estimate only and will be adjusted based upon production lead times at the time this agreement is fully executed. Any contractual or other approval delays will not result in a one for one day extension of the project schedule.

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Section Six – Project Staffing

Modern will have a project manager on site for all work, as needed. In addition, there will be a crew foreman for all trades. The project will have its own assigned estimator, engineer and project secretary. Inasmuch as the project has not yet been awarded, the names of those to be involved will be assigned when and if Modern is declared to be awarded the project.

PROJECT MANAGER: Wayne Summers

Mr. Summers has over 25 years of construction experience and is the estimator and project manager. He has initiated and completed projects in excess of two million dollars, on time and on budget and will be the contact for all on site vendors and sub-contractors, as well as being available for all on-site meetings. Mr. Summers cell-phone number is 916-225-7298. His e-mail address is wsummers@modernbuildingsystems.com. He may be reached at any other time at our West Sacramento office: 916-985-9852

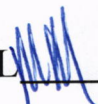
SUPERVISORY MANAGER: Douglas C. Erickson

Mr. Erickson will be in charge of the over-all management of this project and will be the direct supervisor of all company personnel.

Mr. Erickson has been a part of the modular building industry for over 30 years, and has estimated and managed projects for such diverse clients as the Stanford Linear Accelerator Center, E & J Gallo Wineries, the U.S. Air Force, Navy and Army, the California Department of Corrections, Sacramento State University, the Department of the Interior and multiple public and private school entities.

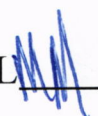
He has successfully managed, and brought in on-time and on-budget, multiple individual turn-key modular projects in excess of four million dollars and over 35,000 square foot of space in projects throughout the Western United States, including California, Washington, Oregon, Nevada, Arizona, Idaho, South Dakota, Kansas and Missouri.

He will be available for all pre-construction, construction and post-construction meetings. Mr. Erickson's cell-phone number is 916-217-8839. His e-mail address is derickson@modernbuildingsystems.com. He may be reached at any other time at our West Sacramento office: 916-985-9852

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Section Seven – Proposal Exemptions

1. Excludes all permits and fees that pertain to the building. Modern will provide building plans required for submission to the local jurisdiction.
2. Any additional requirements or directives by local inspectors and/or other regulatory agencies or officials shall be the responsibility of the buyer.
3. It is assumed that the County's Maintenance/Facility people will disconnect all low voltage to the existing two modular buildings prior to removal.
4. It is assumed all low voltage patch panel, wire and connections will be done by the County.
5. It is understood that the County will purchase and install the cubicles.
6. Clay tile roof to match existing.

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Section Eight – Project Costs

Based on attached scope of work, specifications and floor plan.

Site work

Lump sum amount of Three Hundred and Sixty Thousand, One Hundred and Fifty-Nine Dollars and .19/100
(\$ 360,159.19)

Building Lease – 15 year rental lease

Monthly lease amount of \$5,901.36 plus applicable local sales tax.

**Not Included Items: Fire Alarm and Low Voltage devices, cable, detectors, equipment and wire, Energy Management wiring and devices, fire walls, All disconnects of low-voltage voice and data; purchase and installation of prefabricated office cubicles; Bonding; Any licenses and permits other than those indicated in scope. Any items not listed.*

Section Nine – Technical Clarifications

Standard Technical and Contract Clarifications

1. Modern Building Systems has based our pricing on the schedule attached. Any deviations required beyond the control of Modern Building Systems Inc. may result in additional charges.
2. Pricing is good for 45 Days.
3. Pricing excludes all taxes, bonding, insurance, and property tax.
4. Modern standard building materials and installation methods have been provided for this building unless otherwise noted.
5. Modern assumes the minimum required distance from any and all assumed and/or common property lines.
6. Quote is based on the mutual acceptance and exchange of documentation.
7. The Modern Building Systems. proposal, in its entirety, shall be made a part of any contract resulting from this proposal.(Inclusive of plans)
8. Modern Building Systems reserves the right to review any terms and conditions that are in addition to or differ from those contained in the bid package, including liquidated damages, prior to acceptance of award.
9. This proposal is subject to finalized engineering and architectural details.
10. Modern Building Systems will provide all permits necessary for the manufacture and delivery of the modules to the site.
11. Modern Building Systems Inc. delivery of the equipment described in this proposal is subject to delays in manufacture or delivery due to fire, flood, windstorm, riot, civil disobedience, strike, failure to secure materials from the usual source of supply, Act of God, or any other circumstance beyond Seller's control which shall prevent the manufacture of equipment or the making of deliveries in the normal course of business.
12. For purpose of acceptance, Modern Building Systems and Purchaser shall conduct a walk-through within 24 hours of the substantial completion of the modular building.
13. In the event of early occupancy prior to substantial completion, Purchaser shall be responsible for all property damage, injury, and deaths that may result from said occupancy, and indemnify Modern Building Systems, Inc. for the same.
14. Modern Building Systems, Inc. will not be held responsible for any and all contractual terms and conditions between other parties.

Modern Building
Systems Inc.

C15-113
6-30-15
HH SVCS

**Request For County Board of Supervisors Action**

MEETING DATE: December 17, 2024

DEPARTMENT: Purchasing and Procurement

FROM: Molly West

SUBJECT: Approve Purchase Order No. 47511072024 with GONLED for light fixtures and bulbs at the Migrant Housing Center under CivicBuys contract 00004707 and authorize the Purchasing Agent to sign the purchase order.

Approve Purchase Order No. 47511072024 with GONLED for light fixtures and bulbs at the Migrant Housing Center under CivicBuys Contract 00004707 and authorize the Purchasing Agent to sign the purchase order.

Detailed Description/Background of request

The Migrant Housing Center is requesting the procurement of light fixtures and bulbs at the Migrant Housing Center located at 400 Theater Road, Williams, Ca. The new lights are all LED and provide for more efficient maintenance.

The Migrant Housing Center was awarded \$1,874,500 in March 2022 from the Office of Migrant Services (OMS) to rehabilitate the center which serves as temporary rental housing for migratory agricultural families. Prior projects have included the installation of mini splits for heating and air, parking lot renovation, remodel of the laundry room facility and new parking lot lights. The remaining funds must be expended by March 31, 2025. OMS has reviewed and approved the purchase.

The purchase order is with GONLED under CivicBuys Contract 00004707. CivicBuys is a nonprofit, cooperative procurement program committed to simplifying procurement for California's public agencies. This program is comparable to California Multiple Award Schedules (CMAS) which the County has used consistently for several years.

Purchasing and Procurement requests approval of Purchase Order No. 47511072024 with GONLED for light fixtures and bulbs at the Migrant Housing Center under CivicBuys Contract 00004707 and authorize the Purchasing Agent to sign the purchase order.

Prior Board Action

None.

Fiscal Impact/Funding Source

016-50209-477. No impact to the general fund. This project is funded by Rehab Funds awarded from OMS.

Action for the Clerk

Please have the Purchasing Agent sign the purchase order and provide the signed document to Stacy Woods in Purchasing.

ATTACHMENTS:

- PO 47511072024_GONLED (PDF)

Colusa County Purchasing & Procurement

547 Market Street, Suite 110

Colusa, California 95932

Phone: 530-458-0437

Fax: 530-458-0435

**Purchase Order No.****47511072024****PURCHASE ORDER**

VENDOR	GONLED	REQUISITIONER ADDRESS	
NAME	Justin Swedlow	NAME	Colusa County Purchasing & Procurement
ADDRESS	1835 Whittier Ave., D-12	ADDRESS	547 Market St Ste 110, Colusa, CA 95932
	Costa Mesa, CA, 95627	PHONE	530.458.0437
PHONE	(949) 500-0463	DELIVERY ADDRESS	
EMAIL	justin@gonled.com	NAME	Colusa County Purchasing
		Contact	Anastacia Allen
		Address	400 Theater Road, Williams, Ca, 95987
		PHONE	530.458.0437 FAX

P.O. DATE	REQUISITIONER	SHIP VIA	TERMS
11/15/2024	Stacy Woods		30 Days

QTY	UNITS	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL
			Light Fixtures and Bulbs		

BASED ON ATTACHED ESTIMATE 6140**CivicBuys Contract 00004707**

SUBTOTAL \$17,970.00

DELIVERY

CA Sales Tax .0875%

TOTAL \$17,970.00

1. Please send two copies of your invoice
2. Enter this order in accordance with the prices, terms, delivery
3. Please notify us immediately if you are unable to ship as specified
4. Send all correspondence and billing to:

Stacy Woods
Colusa County Purchasing & Procurement
547 Market St. Ste. 110
Colusa, CA 95932
530.458.0437

Authorized by

Date

Attachment: PO 47511072024_GONLED (10208 : Approve Purchase Order for light fixtures and bulbs at Migrant Housing Center)



1835 Whittier Ave D-12
Costa Mesa, CA 92627

Phone # 855-234-4533 accounting@gonled.com
Fax # 866-807-0734 www.gonled.com

Estimate

Date	Estimate #
11/6/2024	6140

Name / Address
County of Colusa 547 Market Street Colusa, CA 95932

Ship To
County of Colusa 547 Market Street Colusa, CA 95932

		Project		
Item	Description	Qty	Rate	Total
PLTS-12219	PLTS-12219 750 Lumens - 9 Watt - 4000 Kelvin - LED A19Light Bulb	2,000	1.00	2,000.00T
PLT-90032	PLT-90032 4 ft. LED T8 Tube - 5000 Kelvin - 1800 Lumens -Type B - Operates Without Ballast	17	110.00	1,870.00T
PLT-90180	PLT-90180 4 ft. Wraparound Fixture - LED Ready	120	39.00	4,680.00T
84871	Halco 84871 T824FR7/835/BYP4/DSE/LED	17	203.00	3,451.00T
90510	LED T8 Linear Tube 7W 24in 3500K Double-Single Ended Bypass Type B 110-277V 900 Lumen 50000 hrs Medium Bi-Pin Base 83 CRI. Case quantity of 25pcs Halco 90510	110	18.50	2,035.00T
PLTS-40070	ProLED Lamp Ready Strip Fixture 2ft 2 Lamp T8 Double End Bypass 120-277V PLTS-40070 3800 Lumen Max - 30 Watt Max - 1 x 4 Wattageand Color Selectable LED Troffer Fixture	6	102.45	614.70T
PLT-13127	PLT-13127 22,500 Lumens - 150 Watt - 5000 Kelvin - UFO LED High Bay Sensor Ready Light Fixture	6	70.00	420.00T
60-221	Satco 60-221 2 Light - 11" Flush with Alabaster Glass - Textured White Finish	100	29.00	2,900.00T

Subtotal

Sales Tax (0.0%)

Total

Approved By: _____

Signature _____

Date: _____



1835 Whittier Ave D-12
Costa Mesa, CA 92627

Phone # 855-234-4533 accounting@gonled.com
Fax # 866-807-0734 www.gonled.com

Estimate

Date	Estimate #
11/6/2024	6140

Name / Address
County of Colusa 547 Market Street Colusa, CA 95932

Ship To
County of Colusa 547 Market Street Colusa, CA 95932

		Project		
Item	Description	Qty	Rate	Total
	Note: Quote valid for 30 days. Note: Standard Manufacturer Warranty Applies. Note: Manufacturer Terms and Conditions Apply. CivicBuys Contract 00004707 GSA Contract # GS-07F-0413Y HUBZONE Certified Small Business CMAS Contract # 4-12-56-0046A CMAS Contract # 3-23-07-1013 SPURR LED Lighting Contract Holder SMC-LED-15 TXMAS Contract # 17-5608 TIPS Vendor Contract 21060101 (Lighting Systems, Parts and Installations) OC Superior Courts FP0037 California Certified Small Business TAX ID 26-0396021 DNB: 806757782 SAM UEI: F8RAU1DTQWS7 CA #C3007780 DIR #1000029553 License #992263 CAGE 65AQ5 CA Seller 101-660355			
		Subtotal		
		\$17,970.70		
		Sales Tax (0.0%)		
		\$0.00		
		Total		
		\$17,970.70		

Approved By: _____

Signature _____

Date: _____

Past due invoices will accrue 1.5% interest per month



Request For County Board of Supervisors Action

MEETING DATE: December 17, 2024

DEPARTMENT: Purchasing and Procurement

FROM: Molly West

SUBJECT: Approve contract with Everon, LLC for the monthly monitoring of the alarm system within the Clerk-Recorders Office and the camera system within the Historic Courthouse.

Approve contract with **Everon, LLC** for the monthly monitoring of the alarm system within the Clerk-Recorders Office and the camera system within the Historic Courthouse.

Detailed Description/Background of request

The Board of Supervisors approved the procurement and installation contract for an upgraded alarm system within the Clerk-Recorders Office and an upgraded camera system within the Historic Courthouse. This second contract with Everon, LLC is for the monthly monitoring costs of these systems.

The monthly monitoring for the alarm system is \$81.95.

The monthly cost for the cloud storage and monitoring of camera system is \$1,670.97

Prior Board Action

The Board of Supervisors approved contract with Everon, LLC on 11/12/2024.

Fiscal Impact/Funding Source

Alarm monthly monitoring, 001-53180-451-0

Camera monthly monitoring, 001-53180-401-CTH

Action for the Clerk

Please number contract, obtain signatures and forward to:

Everon, LLC
4384 Enterprise Place
Fremont, Ca, 94538

ATTACHMENTS:

- Everon, LLC_Alarm & Camera Monitoring Contract (DOCX)

ALARM AND CAMERA MONITORING CONTRACT

This Alarm and Camera Monitoring Contract ("Contract") is between the County of Colusa ("County"), a political subdivision of the State of California and Everon, LLC ("Contractor"), a Colorado Limited Liability Company.

1. **Services to be Performed:** Contractor agrees at its own expense to provide County with monthly recurring services, as more specifically detailed in Attachment "A."
1. **Term:** This Contract shall begin once the Notice of Completion has been issued for the Alarm and Camera Contract C24-203, and shall continue through June 30, 2028, with the option to extend for an additional 24 months.
2. **Compensation:** County will pay Contractor compensation in the amount provided for in Attachment "A." Compensation will be paid in accordance with paragraph 4, Method of Payment.
3. **Method of Payment:** At the end of each month, Contractor shall provide County with an invoice for the services provided in the preceding month. Billing details are more specifically detailed in Attachment "A." 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.
4. **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.

- 5. 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.
- 6. 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.
- 7. 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.
- 8. 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. 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;

- 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.

9. **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.
10. **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.
11. **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.
12. **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: County of Colusa
547 Market St., Suite 110
Colusa, Ca, 95932

If to Contractor: Everon, LLC
4384 Enterprise Place
Fremont, Ca, 94538

- 13. 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.
- 14. 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.
- 15. 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.
- 16. 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.
- 17. 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.
- 18. Termination:** This Contract may be terminated for the following reasons:
- A.** Immediately for cause if either party fails to perform its responsibilities under this Contract in a timely and professional manner or violates any of the terms or provisions of this Contract; or
 - B.** By County without cause upon fifteen (15) days written notice of termination.
- 19. 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.
- 20. Attachments:** All attachments referred to are incorporated and made part of the Contract. Attachments include:

A. Attachment – Exhibit “A” Fee Schedule and Billing Information**COUNTY OF COLUSA****EVERON, LLC**

 Gary J. Evans, Chair

 Signature

 Printed Name and Title

APPROVED AS TO FORM**ATTEST:** Wendy G. Tyler, Clerk of the Board of Supervisors

 Richard Stout, County Counsel

By _____
 Patricia Rodriguez, Deputy

Attachment: Everon, LLC Alarm & Camera Monitoring Contract (10210 : Approve contract with Everon, LLC)

Attachment A Fee Schedule and Billing Information

Camera Monthly Recurring Services

Cloud Managed Solutions	\$1,605.69
Service Plan	\$872.34

Sub Total Monthly Charge: \$1,670.97 plus applicable tax

Please send monthly invoices to (email preferred):

Risk Management
250 5th Street
Colusa, Ca, 95932

kmoore@countyofcolusaca.gov

Alarm Monthly Recurring Services

Monitoring	\$33.00
Service Plan	\$26.95
Signaling	\$22.00

Sub Total Monthly Charge: \$81.95 plus applicable taxes

Please send monthly invoices to (email preferred):

Cristy Edwards
546 Jay St.
Colusa, Ca, 95932

mlobato@countyofcolusaca.gov

Attachment: Everon, LLC_Alarm & Camera Monitoring Contract (10210 : Approve contract with Everon, LLC)

**Request For County Board of Supervisors Action**

MEETING DATE: December 17, 2024

DEPARTMENT: Purchasing and Procurement

FROM: Wendy Tyler

SUBJECT: Approve contract with Technique Communications for as needed network and telephone wiring on a time and materials basis

Approve contract with Technique Communications for as needed network and telephone wiring on a time and materials basis

Detailed Description/Background of request

There is a consistent need for Network and Telephone wiring for County projects. Rather than going out to bid each time, which take a considerable amount of time, a Request for bid (RFB) was issued for this service on a time and materials basis.

Six responsive bids were received:

Contractor	Material Mark-Up	Hourly Rate	Travel Rate	Other
Allcom Telecom, Inc	20%	\$150.00	\$200.00	\$200 (lodging, meals, multiple day projects)
Baran Electric	10%	\$135.00	\$95.00	\$6000 (rental, equipment or material needed at the time of service for the duration of the contract)
Precision West Technologies	25%	\$182.00	\$60.00	None
Technique Communications	15%	\$140.00	\$70.00	None
Telcom Data, LLC	30%	\$135.00	\$25.00	None
World Telecom & Surveillance, Inc	10%	\$125.00	\$125.00	None

The Purchasing Agent, Assistant CAO and IT Director have reviewed all bids and recommend awarding the contract to Technique Communications as they have the lowest overall combination of service costs, material mark-up and hourly rates. Thus representing the best value.

Prior Board Action

None.

Fiscal Impact/Funding Source

Time and materials will be charged per project, with funding originating in the IT budget, unless a department has funding for special projects that are being performed.

Action for the Clerk

Obtain signatures, number contract, and forward to:
Technique Communications
1990 Tierra Buena Road
Yuba City, CA 95993

ATTACHMENTS:

- Contract_IT Services_Time & Material (DOCX)
- Attachment B_Bid Worksheet (PDF)

Network and Telephone Wiring Contract

This network and telephone wiring contract (“Contract”) is between the County of Colusa (“County”), a political subdivision of the State of California and Technique Communications (“Contractor”), a sole proprietor. 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 for network and telephone wiring on County buildings on an as needed basis for the period of December 1, 2024 through November 30, 2026 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:** All work under this contract shall be completed within the agreed upon timeframe as specified by the County at the time of request. In most instances this shall be 20 days or less. The contract term will be December 1, 2024 through November 30, 2026 with an option to extend an additional 24 months.
3. **Compensation:** County will pay Contractor compensation as provided for in Attachment “B.” 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 conclusion of each project, Contractor shall provide County with an invoice for the services. 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 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;
 - 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. Guarantees

- A. The Contractor shall guarantee all services provided in fulfillment of paragraph 1 above, and shall require each Subcontractor to guarantee their own work, against defective material or faulty workmanship for a minimum of one year after the date of Notice of Completion is issued. In addition, all standard manufacturer warranties shall be passed to the County which may extend the warranty period beyond one year.
- B. The County retains all rights and remedies provided by law including those pertaining to latent defects.
- C. If repairs are required in connection with guaranteed work, the Contractor shall promptly upon receipt of notice from the County, and without expense to the County:
 - 1) Place in satisfactory condition in every detail all of such guaranteed work.
 - 2) Make good all damage to the building, site, equipment, furniture, or

contents which, in the opinion of the County, is the result of work not in accordance with the terms of the Contract Documents or disturbed in the process of correcting guaranteed work.

- D. If the Contractor disturbs any work guaranteed under another contract in fulfilling the requirements herein they shall restore such disturbed work to a condition satisfactory to the County and guarantee such restored work to the same extent as it was guaranteed under such other contract.
 - E. A new full-term guarantee period shall apply to repaired work upon completion of repairs.
 - F. If Contractor fails to proceed to comply with the terms of the guarantee or make repairs of defective work within 7 days of Notice from County, the County may remedy the Contractor's failure by whatever means the County deems expedient. The County may, at any time, take measures to mitigate damage or reduce undesirable effects of defective work. All costs expended by County pursuant to this Section shall be paid by Contractor.
- 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. 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.
- 13. 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.
- 14. 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.
- 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.
- | | |
|-------------------|--|
| If to County: | County of Colusa
547 Market St., Suite 102
Colusa, Ca, 95932 |
| If to Contractor: | Technique Communications
1990 Tierra Buena Road
Yuba City, Ca, 95993 |
- 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. Attachments include:
- A.** Attachment “A” Scope of Work
 - B.** Attachment “B” Bid Worksheet

Signatures to follow.

C24-_____

COUNTY OF COLUSA**TECHNIQUE COMMUNICATIONS**

 Gary J. Evans, Board Chair

Date_____

 Signature

Date_____

 Printed Name and Title

APPROVED AS TO FORM

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

By

 Richard Stout, County Counsel

 , Deputy

Attachment: Contract_IT Services_Time & Material (10223 : Contract with Technique Communications for as needed wiring/cabling for IT)

Attachment A Scope of Work

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

The chosen Contractor will adhere to the following specifications for as-needed network and telephone wiring services:

1. Scope of Work

- The project encompasses the installation of network cabling (Ethernet) and telephone wiring (POTS/VoIP) at designated locations within the County of Colusa.
- The Contractor will collaborate with the County's IT Department on each project. Job details, location and cabling types will be provided to the Contractor through work orders.
- Any changes to work orders that may arise must be discussed with the IT Department for prior approval of the best course of action.

2. Compliance

- The Contractor must ensure adherence to local and national building codes, the National Electrical Code (NEC), and industry standards (TIA/EIA).

3. Installation Practices

- Best practices for cable management must be followed, including avoiding sharp bends and kinks.
- Proper separation from electrical wiring should be maintained to minimize interference.
- The Contractor must utilize appropriate connectors and verify that all terminations are tested for performance.

4. Testing and Quality Assurance

- The Contractor will perform cable testing with suitable tools (e.g., cable testers) to confirm functionality, documenting results for all installed lines.

5. Documentation

- Wiring Diagrams: The Contractor shall provide diagrams for both network and telephone systems for future reference.
- Inventory List: An inventory list of materials used, including cable types, lengths, and quantities, must be maintained.

6. Budget and Timeline

- Cost Estimates: Detailed cost estimates for materials, labor, and any additional services (such as testing equipment or travel fees) must be provided. All work to be billed on a time and material basis. Cost estimates will be approved by the County prior to commencement of work.
- Timeline: A projected installation timeline must be outlined with the cost estimate, accounting for any potential delays. The work must be completed within the agreed upon

C24-_____

timeframe as specified by the County at the time of request. In most instances this shall be 20 days or less.

BID WORKSHEET **Network and Telephone Wiring**

NAME Technique Communications
 ADDRESS 1990 Tierra Buena Road
 CITY Yuba City STATE CA ZIP CODE 95993 PHONE 532 218 5080
 EMAIL jma@techniquecomm.net
 DIR # 1000016808 Contractor License # 607925

ITEM	PRODUCT	PRICE
1	Materials and Supplies Mark-Up (%)	% 15
2	Hourly Rate	\$ 140 ⁰⁰
3	Travel Rate	\$ 70 ⁰⁰
4	Other Costs (please detail)	\$

VENDOR


 Signature

James R Dutton
 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 24 day of October, 2024.

**Request For County Board of Supervisors Action**

MEETING DATE: December 17, 2024

DEPARTMENT: Purchasing and Procurement

FROM: Kaline Moore

SUBJECT: Approve the purchase of 176 computers for multiple departments throughout the County through 3 vendors using Natix state contract #1-21-70-08A; NWN Corporation CA Statewide contract 1-22-70-30 and Dell NASPO Computer Equipment PA - CA Contract C000001115143 for a total of \$192,690.52 and authorize the Purchasing Agent to sign purchase orders 40811222024, 40811222024A, 40811222024B, 40811222024C, and 40811222024D

Approve the purchase of 176 computers for multiple departments throughout the County using 3 vendors - Natix using state contract #1-21-70-08A; NWN Corporation using CA Statewide contract 1-22-70-30 and Dell Technologies using NASPO Computer Equipment PA - CA Contract C000001115143 for a total of \$192,690.52 and authorize the Purchasing Agent to sign purchase orders 40811222024, 40811222024A, 40811222024B, 40811222024C, and 40811222024D

Detailed Description/Background of request

The existing computer equipment within the County Departments is reaching the end of its useful life and will no longer be supported by the manufacturers. During the budget process the IT department was tasked with creating a listing of the most critical equipment to be replaced. This request purchases all of the computers identified by them for replacement.

This project was approved in the final budget with the computers distributed as follows:

Ag Dept.	5*
Assessor	7*
Auditor	3*
Board of Supervisors	3*
CAO	8*
Central Services	2*
Custodial	1*
Maintenance	4*
Clerk-Recorder	7*
Planning & Building	2*
Water Resources	2*
County Counsel	4*
District Attorney	4*

Human Resources	5*
IT	4*
Library	17*
Sheriff	33*
Sheriff - Task Force	5
Behavioral Health	27
Health & Human Services	29
Environmental Health	2
Public Works	2

Prior Board Action

None

Fiscal Impact/Funding Source

\$192,690.52 budgeted as follows -

* - LATCF reserve funds

Task Force - Using Asset Forfeiture

Behavioral Health - budgeted in Capital Facilities Fund 279-57099-279

Health & Human Services - budgeted in Health (005-57099-712), Admin. (005-57099-810), Welfare (005-57099-811) and Env. Health (005-57099-719)

Public Works - budgeted in 007-57099-610.

Action for the Clerk

Please have the Purchasing Agent sign the purchase orders and return to Stacy @ Purchasing to process.

ATTACHMENTS:

- PO# 40811222024 - Surface Pros & backup (PDF)
- PO# 40811222024A - Micro PCs & backup (PDF)
- PO# 40811222024B - SFF PCs & backup (PDF)
- PO# 40811222024C - Dell laptops & backup (PDF)
- PO# 40811222024D - HP Z2 SFF - IT (PDF)

Colusa County Purchasing & Procurement

547 Market Street, Suite 110

Colusa, California 95932

Phone: 530-458-0437

Fax: 530-458-0435

**Purchase Order No.****40811222024****PURCHASE ORDER****VENDOR**

NAME Natix

ADDRESS 16790 Pacler Hills Road Ste C
Meadow Vista, CA 95722

PHONE _____

REQUISITIONER ADDRESS

NAME Colusa County Purchasing & Procurement

ADDRESS 547 Market St Ste 110, Colusa, CA 95932

PHONE 530.458.0437

DELIVERY ADDRESS

NAME Colusa County Purchasing

Contact Stacy Woods

Address 547 Market St Ste 110, Colusa, CA 95932

PHONE 530.458.0437 FAX _____

P.O. DATE

11.22.2024

REQUISITIONER

Stacy Woods

SHIP VIA**TERMS**

30 Days

QTY	UNITS	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL
15	EA	EP2-14797	Surface Pro 10 5G i7/16/256 Platinum	\$1,659.99	\$24,899.85
8	EA	1GK-00001	Surface Dock CLIN 410	\$168.99	\$1,351.92
15	EA	ZWL-00033	Complete for Business Plus 3 years - PRO 10	\$236.88	\$3,553.20
15	EA		CA E-Waste Fee	\$4.00	\$60.00
15	EA	8XB-00139	Microsoft Surface Pro Keyboard w/Pen Storage	\$116.99	\$1,754.85

BASED ON ATTACHED QUOTE #**Natix-29973****Contract #1-21-70-08A**

SUBTOTAL \$31,619.82

DELIVERY \$0.00

CA Sales Tax .0875% 2450.58

TOTAL \$34,070.40

1. Please send two copies of your invoice
2. Enter this order in accordance with the prices, terms, delivery
3. Please notify us immediately if you are unable to ship as specified
4. Send all correspondence and billing to:

Stacy Woods
 Colusa County Purchasing & Procurement
 547 Market St. Ste. 110
 Colusa, CA 95932
 530.458.0437

Authorized by _____

Date _____

Attachment: PO# 40811222024 - Surface Pros & backup (10233 : Approve Purchase of Computers)



Surface Quote

Estimate# Natix-29973

Natix

16790 Placer Hills Road Ste C
Meadow Vista, California 95722
Tax ID : 46-1448734
CA Sellers Permit: 102-355121
Web: Natix.com

Bill To**County of Colusa**

547 Market Street, Suite 110
angross@countyofcolusa.com
Colusa, California 95932
Angela Gross
530-458-0437

Ship To

County of Colusa
547 Market Street Ste. 110
Colusa, California 95932

Estimate Date : 11/20/2024

Expiry Date : 01/03/2025

Reference# : Colusa County Surface
Pro Quote

Payment Terms : 45

Ticket Number : #110998

#	Item & Description	Qty	Rate	Tax	Amount
1	EP2-14797 Surface Pro 10 5G i7/16/256 Platinum MSRP \$1,999.99	15.00	1,659.99	2,178.74	24,899.85
2	1GK-00001 Surface Dock 2 CLIN 410 MSRP \$259.99	8.00 EA	168.99	118.29	1,351.92
3	ZWL-00033 Complete for Business Plus 3 years - PRO 10 MSRP \$329.00	15.00	236.88	-	3,553.20
4	CA E-Waste Fee \$4 Collection More than four inches but less than 15 inches	15.00 EA	4.00	-	60.00
5	8XB-00139 Microsoft Surface Pro Keyboard w/Pen Storage Commercial Black MSRP \$179.99	15.00	116.99	153.55	1,754.85

Sub Total	31,619.82
Colusa / Colusa, CA (8.75%)	2,450.58
Total	\$34,070.40

Notes

Send Orders: Orders@Natix.com

Customer Support?
Chat, Call, Email:
Support@Natix.com
(916) 270-2885



Jody Timmons
Authorized Signature

Attachment: PO# 40811222024 - Surface Pros & backup (10233 : Approve Purchase of Computers)

Department	Micro PC	SFF PC	Laptop	Surface Pro	Total
Ag Commission/AP	5				5
Assessor	6	1			7
Auditor			3		3
Behavioral Health	27				27
Board of Supervisors	2			1	3
CAO	3		1		4
CAO - Board Clerks	3		1		4
CAO - Central Services	2				2
CAO - Custodial	1				1
CAO - Maintenance	3		1		4
CAO - IT		4			4
Clerk Recorder	7				7
CD - Planning	2				2
CD - Environmental Health	2				2
CD - Water Resources	1		1		2
Co-Operative Extension					0
County Counsel	3		1		4
District Attorney			4		4
District Attorney - VW					0
Grand Jury					0
Health & Human Services	9		8	12	29
Human Resources	3		2		5
Information Technology					0
Library	5	12			17
Probation					0
Public Works		1	1		2
Sheriff		31	5	2	38
Treasurer Tax Collector					0
Grand Totals	84	49	28	15	176

Requisition For All Purchase Contracts, Services > \$1,500 and for the Purchase of Supplies & Equipment over \$5,000



Request Date: 11/21/2024

Budgeted Yes

Requesting Dept: IT

Request For: (Select One)

Budgeted Purchase > \$5,000

E-mail: apatterson@countyofcolusaca.gov

Cost Source Attached Quote

Project Contact & E-mail (if different than requester):

Project Name:

Name:

E-mail:

Charge to Fund/Dept:

Expense Acct:

Purchasing Use: Requisition. #:

001/408

57099

Desired Delivery Date:

Deliver To:

Installed

☐ Vendor

ASAP

IT

By:

☒ Requestor

Suggested Vendor(s): (If applicable please type in Name, Contact, Phone & E-mail below)

Natix

Other
Departments
Involved?☐ Yes

If Yes, Please Explain

☒ No

Description - Please give a detailed description of the Project, include any specifications, drawings, etc.. you may have.

Surface Pro devices for the following departments to be allocated out when deployed:
 Board of Supervisors - 1
 Health & Human Services - 12
 Sheriff - 2

Special Instructions or Comments

See attached quote 29973 and device allocation sheet

Additional
Items
Included: ☐Please list any
additional
items included:

Colusa County Purchasing & Procurement

547 Market Street, Suite 110

Colusa, California 95932

Phone: 530-458-0437

Fax: 530-458-0435

**Purchase Order No.****40811222024A****PURCHASE ORDER****VENDOR** NWN Corporation

NAME Aaron Saxelid

ADDRESS 11070 Whiterock Road Suite 250

Rancho Cordova, CA 95670

PHONE 800.660.0430

asaxelid@nwncarousel.com

REQUISITIONER ADDRESS

NAME Colusa County Purchasing & Procurement

ADDRESS 547 Market St Ste 110, Colusa, CA 95932

PHONE 530.458.0437

DELIVERY ADDRESS

NAME Colusa County Purchasing

Contact Stacy Woods

Address 547 Market St Ste 110, Colusa, CA 95932

PHONE 530.458.0437 FAX

P.O. DATE

11.22.2024

REQUISITIONER

Stacy Woods

SHIP VIA

TBD

TERMS

30 Days

QTY	UNITS	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL
84	EA	6P642UC#ABA	HP Elite Mini 800 G9 Devices	\$713.66	\$59,947.44
84	EA	4B4E3AV	8GB (1x8GB) DDR5 4800 SODIMM Memory	\$107.78	\$9,053.52
84	EA	4B4E9AV	512GB PCIe NVMe GTLC SSD	\$139.06	\$11,681.04
84	EA	4B4B3AV	VGA Port v2	\$2.04	\$171.36

BASED ON ATTACHED QUOTE #**Q-164634****NWN_CA Statewide 1-22-70-30**

SUBTOTAL \$80,853.36

Substitutions -\$10,681.44

CA Sales Tax .0875% \$6,140.04

TOTAL \$76,311.96

1. Please send two copies of your invoice
2. Enter this order in accordance with the prices, terms, delivery
3. Please notify us immediately if you are unable to ship as specified
4. Send all correspondence and billing to:

Stacy Woods

Colusa County Purchasing & Procurement

547 Market St. Ste. 110

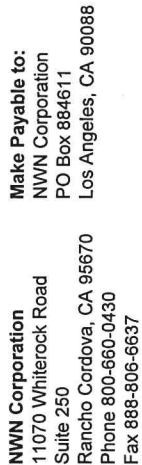
Colusa, CA 95932

530.458.0437

Authorized by

Date

Attachment: PO# 40811222024A - Micro PCs & backup (10233 : Approve Purchase of Computers)



Current California MSIP

Statewide Sourced Desktop Contract
NWN_CA Statewide 1-22-70-30
FEIN# 04-3532235

Quoted by:	Aaron Saxelid	SB/DVBE %
Email:	asaxelid@nwnccarousel.com	
Date:	10/21/2024	Subject to MSB

Quoted by:	Aaron Saxelid	SB/DVBE %
Email:	asaxelid@nwnccarousel.com	
Date:	10/21/2024	Subject to MSB

[illegible]

Attachment: PO# 40811222024A - Micro PCs & backup (10233 : Approve Purchase of Computers)

Colusa County Purchasing & Procurement

547 Market Street, Suite 110

Colusa, California 95932

Phone: 530-458-0437

Fax: 530-458-0435

**Purchase Order No.****40811222024B****PURCHASE ORDER****VENDOR** NWN Corporation

NAME Patrick Dempsey

ADDRESS 11070 Whiterock Road Suite 250

Rancho Cordova, CA 95670

PHONE 800.660.0430

pdempsey@nwncarousel.com

REQUISITIONER ADDRESS

NAME Colusa County Purchasing & Procurement

ADDRESS 547 Market St Ste 110, Colusa, CA 95932

PHONE 530.458.0437

DELIVERY ADDRESS

NAME Colusa County Purchasing

Contact Stacy Woods

Address 547 Market St Ste 110, Colusa, CA 95932

PHONE 530.458.0437 FAX

P.O. DATE
11.22.2024**REQUISITIONER**
Stacy Woods**SHIP VIA**
TBD**TERMS**
30 Days

QTY	UNITS	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL
45	EA	6P644CU#ABA	HP Elite SFF 800 G9 Base Unite - RCTO	\$722.37	\$32,506.65
45	EA	4G0K2AV	16GB (2x8GB) DDR5 4800 UDIMM Mem	\$146.52	\$6,593.40
45	EA	4G0N5AV	512GB PCIe NVMe TLC SSD	\$134.97	\$6,073.65
45	EA	4G0N7AV	VGA Port v2	\$3.30	\$148.50
45	EA	4G0G5AV	DVDWR ODD	\$7.59	\$341.55

BASED ON ATTACHED QUOTE #**Q-164636****NWN_CA Statewide 1-22-70-30**

SUBTOTAL \$45,663.75

Substitutions -\$5,761.80

CA Sales Tax .0875% \$3,491.42

TOTAL \$43,393.37

1. Please send two copies of your invoice
2. Enter this order in accordance with the prices, terms, delivery
3. Please notify us immediately if you are unable to ship as specified
4. Send all correspondence and billing to:

Stacy Woods

Colusa County Purchasing & Procurement

547 Market St. Ste. 110

Colusa, CA 95932

530.458.0437

Authorized by

Date

Attachment: PO# 40811222024B - SFF PCs & backup (10233 : Approve Purchase of Computers)

NWN Corporation
11070 Whiterock Road
Suite 250
Rancho Cordova, CA 95670
Phone 800-660-0430
Fax 888-806-6637

Quote# Q-164636
Current California MS

****Please include Accounts Payable contact on your Purchase Order****

Quote To: Colusa County
Andrew Patterson
apatterson@countyofcolusa.gov

Quoted by:	Patrick Dempsey	SB/DVBE %
Email:	pdempsey@nwncarousel.com	
Date:	10/23/2024	Subject to MSB

Statewide Sourced Desktop Contract
NWN_CA Statewide 1-22-70-30
FEIN# 04-3532235

[illegible]

Attachment: PO# 40811222024B - SFF PCs & backup (10233 : Approve Purchase of Computers)

Non-core items no longer required DGS-PD approval					PC Sub-Total		\$	886.71	\$	39,901.95
					Tax (8.75%)				\$	3,491.42
					TOTAL QUOTE PRICE					\$ 43,393.37

Department	Micro PC	SFF PC	Laptop	Surface Pro	Total
Ag Commission/AP	5				5
Assessor	6	1			7
Auditor			3		3
Behavioral Health	27				27
Board of Supervisors	2			1	3
CAO	3		1		4
CAO - Board Clerks	3		1		4
CAO - Central Services	2				2
CAO - Custodial	1				1
CAO - Maintenance	3		1		4
CAO - IT		4	Will be on separate quote		4
Clerk Recorder	7				7
CD - Planning	2				2
CD - Environmental Health	2				2
CD - Water Resources	1		1		2
Co-Operative Extension					0
County Counsel	3		1		4
District Attorney			4		4
District Attorney - VW					0
Grand Jury					0
Health & Human Services	9		8	12	29
Human Resources	3		2		5
Information Technology					0
Library	5	12			17
Probation					0
Public Works		1	1		2
Sheriff		26	5	2	33
Sheriff - Task Force		5			5
Treasurer Tax Collector					0
Grand Totals	84	49	28	15	176

Requisition For All Purchase Contracts, Services > \$1,500 and for the Purchase of Supplies & Equipment over \$5,000



Request Date: 11/22/2024

Budgeted Yes

Requesting Dept: IT

Request For: (Select One)

Budgeted Purchase > \$5,000

E-mail: apatterson@countyofcolusaca.gov

Cost Source Attached Quote

Project Contact & E-mail (if different than requestor):

Project Name: Windows 11 PC Refresh

Name:

E-mail:

Charge to Fund/Dept:

Expense Acct:

Purchasing Use: Requisition. #:

001/408

57099

Desired Delivery Date:

Deliver To:

Installed

☐ Vendor

ASAP

IT

By:

☒ Requestor

Suggested Vendor(s): (If applicable please type in Name, Contact, Phone & E-mail below)

NWN

Other
Departments
Involved?☐ Yes

If Yes, Please Explain

☒ No

Description - Please give a detailed description of the Project, include any specifications, drawings, etc.. you may have.

Desktop PC purchase to replace outdated/unsupported equipment. Device allocations are attached along with the quotes.

Special Instructions or Comments

Final shipping address will be provided when the order is ready to be placed.

Additional
Items
Included: ☐Please list any
additional
items included:

Stacy Woods

From: Andrew Patterson
Sent: Friday, November 22, 2024 8:30 AM
To: Colusa County Purchasing
Cc: Greg Pankey; Benny Strickland
Subject: County-Wide Desktop PC Purchase
Attachments: 2024-25 PC Replacement Allocations - Desktops.pdf; Services and Contracts Requisition Form - Desktops.pdf; 20241120 - HP Elite Mini 800 G9 Devices - Q-164634 v2.xlsx; 20241113 - HP 800 G9 Devices Quote - Q-164636.xlsx

Follow Up Flag: Follow up
Flag Status: Flagged

If possible, we would really appreciate it if this could be placed on the December 17th board agenda.



Andrew Patterson
 Information Systems Technician
 Colusa County - Information Technology
 Direct: 530-458-0516



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Attachment: PO# 40811222024B - SFF PCs & backup (10233 : Approve Purchase of Computers)

Colusa County Purchasing & Procurement

547 Market Street, Suite 110

Colusa, California 95932

Phone: 530-458-0437

Fax: 530-458-0435

**Purchase Order No.****40811222024C****PURCHASE ORDER****VENDOR** Dell Technologies

NAME Alexander Nill

ADDRESS One Dell Way / Mail Stop 8129

Round Rock, TX 78682

PHONE 800.456.3355, 6185360

Alexander.Nill@Dell.com

REQUISITIONER ADDRESS

NAME Colusa County Purchasing & Procurement

ADDRESS 547 Market St Ste 110, Colusa, CA 95932

PHONE 530.458.0437

DELIVERY ADDRESS

NAME Colusa County Purchasing

Contact Stacy Woods

Address 547 Market St Ste 110, Colusa, CA 95932

PHONE 530.458.0437 FAX

P.O. DATE

11.22.2024

REQUISITIONER

Stacy Woods

SHIP VIA

Standard

TERMS

30 Days

QTY	UNITS	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL
28	EA		Dell Latitude 5550	\$1,019.48	\$28,545.44

BASED ON ATTACHED QUOTE #
3000182118858.3

SUBTOTAL	\$28,545.44
DELIVERY	\$0.00
CA Sales Tax .0875%	\$2,162.88
Environmental Fee	\$140.00
TOTAL	\$30,848.32

1. Please send two copies of your invoice
2. Enter this order in accordance with the prices, terms, delivery
3. Please notify us immediately if you are unable to ship as specified
4. Send all correspondence and billing to:

Stacy Woods
 Colusa County Purchasing & Procurement
 547 Market St. Ste. 110
 Colusa, CA 95932
 530.458.0437

Authorized by

Date

Attachment: PO# 40811222024C - Dell laptops & backup (10233 : Approve Purchase of Computers)



Your quote is ready for purchase.

Complete the purchase of your personalized quote through our secure online checkout before the quote expires on **Dec. 20, 2024**.

You can download a copy of this quote during checkout.

Place your order

Quote Name:	33x Latitude 5550	Sales Rep	Alexander Nill
Quote No.	3000182118858.3	Phone	1(800) 456-3355, 6183729
Total	\$30,848.32	Email	Alexander_Nill@Dell.com
Customer #	897478	Billing To	ACCOUNTS PAYABLE
Quoted On	Nov. 20, 2024		COUNTY OF COLUSA
Expires by	Dec. 20, 2024		547 MARKET ST STE 110
Contract Name	Dell NASPO Computer		COLUSA, CA 95932-2452
	Equipment PA - California		
Contract Code	C000001115143		
Customer Agreement #	23026 / 7-23-70-55-01		
Deal ID	28291384		

Message from your Sales Rep

Please contact Alexander, your Account Manager, by email or phone if you have any questions. Phone: (512) 720-4308 Email: Alexander_Nill@Dell.com Please note that all orders must be processed via Premier. Please note Dell's return policy at dell.com/en-us/lp/return-policy. Thank you for shopping with Dell! Best, Alexander

Regards,
Alexander Nill

Shipping Group

Shipping To	Shipping Method
GREG PANKEY	Standard Delivery
COUNTY OF COLUSA	
547 MARKET ST STE 110	
COLUSA, CA 95932-2452	
(530) 458-0437	

Product	Unit Price	Quantity	Subtotal
Dell Latitude 5550	\$1,019.48	28	\$28,545.44

Attachment: PO# 40811222024C - Dell laptops & backup (10233 : Approve Purchase of Computers)

Subtotal:	\$28,545.44
Shipping:	\$0.00
Environmental Fee:	\$140.00
Non-Taxable Amount:	\$3,966.76
Taxable Amount:	\$24,718.68
Estimated Tax:	\$2,162.88

Total:	\$30,848.32
--------	-------------

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Generative AI success

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Attachment: PO# 40811222024C - Dell laptops & backup (10233 : Approve Purchase of Computers)

Shipping Group Details

Shipping To

GREG PANKEY
COUNTY OF COLUSA
547 MARKET ST STE 110
COLUSA, CA 95932-2452
(530) 458-0437

Shipping Method

Standard Delivery

		Unit Price	Quantity	Subtotal
Dell Latitude 5550		\$1,019.48	28	\$28,545.44
Estimated delivery if purchased today: Dec. 02, 2024 Contract # C000001115143 Customer Agreement # 23026 / 7-23-70-55-01				
Description	SKU	Unit Price	Quantity	Subtotal
Dell Latitude 5550 BTX Base	210-BLMN	-	28	-
Intel(R) Core(TM) Ultra 7 155U (12 MB cache, 12 cores, 14 threads, up to 4.8 GHz)	379-BFPD	-	28	-
Windows 11 Pro, English, Brazilian Portuguese PT-BR, French, Spanish	619-ARSB	-	28	-
Activate Your Microsoft 365 For A 30 Day Trial	658-BCSB	-	28	-
Assembly Base MTL 5550	338-CNRG	-	28	-
Integrated Intel graphics for Intel Core Ultra 7 155U processor	338-CNRM	-	28	-
Latitude 5550 Bottom Door, MTL U15	321-BKTQ	-	28	-
Intel Rapid Storage Technology Driver	409-BCXY	-	28	-
Intel vPro Management Disabled	631-BBSQ	-	28	-
16 GB: 2 x 8 GB, DDR5, 5600 MT/s (5200 MT/s with 13th Gen Intel Core processors)	370-BBTL	-	28	-
512 GB, M.2 2230, TLC, Gen 4 PCIe NVMe, SSD	400-BRFW	-	28	-
15.6", FHD 1920x1080, 60Hz, IPS, Non-Touch, AG, 250 nit, 45% NTSC, FHD Cam	391-BJHB	-	28	-
English US backlit AI hotkey keyboard with numeric keypad, 99-key	583-BLNH	-	28	-
Intel AX211 WLAN Driver	555-BKQC	-	28	-
Intel Wi-Fi 6E (6 where 6E unavailable) AX211, 2x2, 802.11ax, Bluetooth 5.3 wireless card	555-BKLQ	-	28	-
3-cell, 54 Wh, ExpressCharge Capable, ExpressCharge Boost Capable	451-BDGX	-	28	-
65W AC adapter, USB Type-C, EcoDesign	492-BDMN	-	28	-
No Security	346-BKLV	-	28	-
E4 Power Cord 1M for US	537-BBDO	-	28	-
Latitude 5550 Quick Start Guide	340-DMNY	-	28	-
SERI Guide (ENG/FR/Multi)	340-AGIK	-	28	-
ENERGY STAR Qualified	387-BBPC	-	28	-
Fixed Hardware Configuration	998-GXFZ	-	28	-
Dell Additional Software	658-BFQB	-	28	-
BTS MTL 65W ADPT	340-DMLZ	-	28	-

Attachment: PO# 40811222024C - Dell laptops & backup (10233 : Approve Purchase of Computers)

Intel Core Ultra 7 Non-vPro Label	389-FGSP	-	28	-
POD Label	389-EDJB	-	28	-
FHD HDR RGB Camera, TNR, Camera Shutter, Microphone	319-BBKK	-	28	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	28	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	28	-
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport	989-3449	-	28	-
Dell Limited Hardware Warranty	997-8317	-	28	-
ProSupport: 7x24 Technical Support, 3 Years	997-8344	-	28	-
ProSupport: Next Business Day Onsite, 1 Year	997-8349	-	28	-
ProSupport: Next Business Day Onsite, 2 Year Extended	997-8354	-	28	-
Subtotal:				\$28,545.44
Shipping:				\$0.00
Environmental Fee:				\$140.00
Estimated Tax:				\$2,162.88
Total:				\$30,848.32

Attachment: PO# 40811222024C - Dell laptops & backup (10233 : Approve Purchase of Computers)

Department	Micro PC	SFF PC	Laptop	Surface Pro	Total
Ag Commission/AP	5				5
Assessor	6	1			7
Auditor			3		3
Behavioral Health	27				27
Board of Supervisors	2			1	3
CAO	3		1		4
CAO - Board Clerks	3		1		4
CAO - Central Services	2				2
CAO - Custodial	1				1
CAO - Maintenance	3		1		4
CAO - IT		4			4
Clerk Recorder	7				7
CD - Planning	2				2
CD - Environmental Health	2				2
CD - Water Resources	1		1		2
Co-Operative Extension					0
County Counsel	3		1		4
District Attorney			4		4
District Attorney - VW					0
Grand Jury					0
Health & Human Services	9		8	12	29
Human Resources	3		2		5
Information Technology					0
Library	5	12			17
Probation					0
Public Works		1	1		2
Sheriff		26	5	2	33
Sheriff - Task Force		5			5
Treasurer Tax Collector					0
Grand Totals	84	49	28	15	176

Requisition For All Purchase Contracts, Services > \$1,500 and for the Purchase of Supplies & Equipment over \$5,000



Request Date: 11/22/2024

Budgeted Yes

Requesting Dept: IT

Request For: (Select One)

Budgeted Purchase > \$5,000

E-mail: apatterson@countyofcolusaca.gov

Cost Source Attached Quote

Project Contact & E-mail (if different than requestor):

Project Name: Windows 11 PC Refresh

Name:

E-mail:

Charge to Fund/Dept:

Expense Acct:

Purchasing Use: Requisition. #:

001/408

57099

Desired Delivery Date:

Deliver To:

Installed

☐ Vendor

ASAP

IT

By:

☒ Requestor

Suggested Vendor(s): (If applicable please type in Name, Contact, Phone & E-mail below)

Dell

Other
Departments
Involved?☐ Yes

If Yes, Please Explain

☒ No

Description - Please give a detailed description of the Project, include any specifications, drawings, etc.. you may have.

Laptop PC purchase to replace outdated/unsupported equipment. Device allocations are attached along with the quotes.

Special Instructions or Comments

Final shipping address will be provided when the order is ready to be placed.

Additional
Items
Included: ☐Please list any
additional
items included:

Stacy Woods

From: Andrew Patterson
Sent: Friday, November 22, 2024 8:38 AM
To: Colusa County Purchasing
Cc: Greg Pankey; Benny Strickland
Subject: County-Wide Laptop PC Purchase
Attachments: 3000182118858.3.pdf; 2024-25 PC Replacement Allocations - Laptops.pdf; Services and Contracts Requisition Form - Laptops.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

If possible, we would really appreciate it if this could be placed on the December 17th board agenda.



Andrew Patterson
 Information Systems Technician
 Colusa County - Information Technology
 Direct: 530-458-0516



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This message is for the sole use of the intended recipient(s) and may contain confidential and/or privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original.

Attachment: PO# 40811222024C - Dell laptops & backup (10233 : Approve Purchase of Computers)

Colusa County Purchasing & Procurement

547 Market Street, Suite 110

Colusa, California 95932

Phone: 530-458-0437

Fax: 530-458-0435

**Purchase Order No.****40811222024D****PURCHASE ORDER****VENDOR** NWN Corporation

NAME Patrick Dempsey

ADDRESS 11070 Whiterock Road Suite 250

Rancho Cordova, CA 95670

PHONE 800.660.0430

pdempsey@nwncarousel.com**REQUISITIONER ADDRESS**

NAME Colusa County Purchasing & Procurement

ADDRESS 547 Market St Ste 110, Colusa, CA 95932

PHONE 530.458.0437

DELIVERY ADDRESS

NAME Colusa County Purchasing

Contact Stacy Woods

Address 547 Market St Ste 110, Colusa, CA 95932

PHONE 530.458.0437 FAX

P.O. DATE

11.22.2024

REQUISITIONER

Stacy Woods

SHIP VIA

TBD

TERMS

30 Days

QTY	UNITS	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL
4	ea	A1NU6UT#ABA	HP Z2 SFF G9 i714700	\$1,845.86	\$7,383.44
4	ea	2MY05AA	HP Single miniDP-to-DP Adapter Cable	\$8.50	\$34.00
					\$0.00
					\$0.00
					\$0.00

BASED ON ATTACHED QUOTE**NWN_CA Statewide 1-22-70-30**

SUBTOTAL \$7,417.44

Substitutions \$0.00

CA Sales Tax .0875% \$649.03

\$0.00

TOTAL \$8,066.47

1. Please send two copies of your invoice
2. Enter this order in accordance with the prices, terms, delivery
3. Please notify us immediately if you are unable to ship as specified
4. Send all correspondence and billing to:

Stacy Woods

Colusa County Purchasing & Procurement

547 Market St. Ste. 110

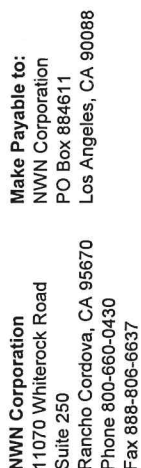
Colusa, CA 95932

530.458.0437

Authorized by

Date

Attachment: PO# 40811222024D - HP Z2 SFF - IT (10233 : Approve Purchase of Computers)



Current California MSIP

Quotes are Valid for 30 days from Quote Date

****Please include Accounts Payable contact on your Purchase Order****

Quote To: County of Colusa

Statewide Sourced Desktop Contract
NWN_CA Statewide 1-22-70-30
FEIN# 04-3532235

Quoted by:
Email:
Date:

[illegible]



Request For County Board of Supervisors Action

MEETING DATE: December 17, 2024

DEPARTMENT: Purchasing and Procurement

FROM: Kaline Moore

SUBJECT: Approve a purchase in the amount of \$24,142.50 from Motorola Solutions, Inc. for a Motorola GTR 8000 base radio that will replace the 30 year old repeater at the Sutter Buttes site and authorize the Purchasing Agent to sign Purchase Order 52011212024

Approve a purchase in the amount of \$24,142.50 from Motorola Solutions, Inc. for a Motorola GTR 8000 base radio that will replace the 30 year old repeater at the Sutter Buttes site and authorize the Purchasing Agent to sign Purchase Order 52011212024

Detailed Description/Background of request

This radio will replace the current equipment that is approximately 30 years old at the Sutter Buttes Repeater site. This equipment has been budgeted in the FY24/25 budget. The current wait time for this equipment is approximately 6-8 months and a separate request has been submitted that is within the authority of the Purchasing Agent for the programming and installation once all equipment has arrived.

Prior Board Action

None

Fiscal Impact/Funding Source

Budgeted Communications

Action for the Clerk

Please have the Purchasing Agent sign the purchase order and return to Stacy @ Purchasing to process.

ATTACHMENTS:

- PO 52011212024 - Repeater Radio & backup (PDF)

Colusa County Purchasing & Procurement

547 Market Street, Suite 110

Colusa, California 95932

Phone: 530-458-0437

Fax: 530-458-0435

**Purchase Order No.****52011212024****PURCHASE ORDER****VENDOR** Motorola Solutions, Inc.

NAME Motorola Solutions, Inc.

ADDRESS 13104 Collections Center Drive

Chicago, IL 60693

PHONE

REQUISITIONER ADDRESS

NAME Colusa County Purchasing & Procurement

ADDRESS 547 Market St Ste 110, Colusa, CA 95932

PHONE 530.458.0437

DELIVERY ADDRESS

NAME Colusa County Purchasing

Contact Stacy Woods

Address 547 Market St Ste 110, Colusa, CA 95932

PHONE 530.458.0437 FAX

P.O. DATE

11.21.2024

REQUISITIONER

Stacy Woods

SHIP VIA**TERMS**

30 Days

QTY	UNITS	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL
1	EA		Sutter Buttes Repeater Upgrade/Replacement		\$22,200.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00

BASED ON ATTACHED QUOTE #**2899524**

SUBTOTAL \$22,200.00

DELIVERY \$0.00

CA Sales Tax .0875% \$1,942.50

CA TIRE FEE \$0.00

TOTAL \$24,142.50

1. Please send two copies of your invoice
2. Enter this order in accordance with the prices, terms, delivery
3. Please notify us immediately if you are unable to ship as specified
4. Send all correspondence and billing to:

Stacy Woods

Colusa County Purchasing & Procurement

547 Market St. Ste. 110

Colusa, CA 95932

530.458.0437

Authorized by

Date

Attachment: PO 52011212024 - Repeater Radio & backup (10234 : Approve purchase of Repeater)



QUOTE-2899524
CCSO - Repeater Replacement

Billing Address:
COLUSA COUNTY SHERIFF DEPT
929 BRIDGE ST
COLUSA, CA 95932
US

Shipping Address:
COLUSA COUNTY SHERIFF DEPT
929 BRIDGE ST
COLUSA, CA 95932
US

Quote Date:11/17/2024
Expiration Date:01/16/2025
Quote Created By:
Bill Corey
Public Safety Account Exec.
bcorey@sutterbuttescomm.com
5306828899

End Customer:
COLUSA COUNTY SHERIFF DEPT
Kristopher Cooper
kcooper@countyofcolusa.com
530-458-0644

Contract: 17724 - HGAC (TX)

Payment Terms:30 NET

Delivery Address:
Sutter Buttes Communications,
Inc
445 N. Palora Ave
Yuba City, CA 95991
US

GTR8000 - Sutter Buttes Repeater Upgrade

Line #	Item Number	Description	Qty	List Price	Disc %	Sale Price	Ext. Sale Price
GTR 8000 Base Radio							
1	T7039A	GTR 8000 BASE RADIO*	1	\$0.00	0.0%	\$0.00	\$0.00
1a	CA03863AA	ADD: ASTRO SYSTEM RELEASE 2022.1	1	\$0.00	0.0%	\$0.00	\$0.00
1b	X530BG	ADD: VHF (136-174 MHZ)	1	\$6,300.00	20.0%	\$5,040.00	\$5,040.00
1c	CA01948AA	ADD: DIGITAL CONVENTIONAL SOFTWARE	1	\$16,900.00	20.0%	\$13,520.00	\$13,520.00
1d	CA01953AA	ADD: POWER EFFICIENCY PACKAGE	1	\$500.00	20.0%	\$400.00	\$400.00
1e	CA01946AA	ADD: CONV MIXED MODE OPERATION	1	\$0.00	0.0%	\$0.00	\$0.00
1f	CA01502AA	ADD: ASTRO 25 CONV SIMULCAST SW	1	\$1,000.00	20.0%	\$800.00	\$800.00
1g	CA01503AA	ADD: FALL BACK IN MULTISITE CABINET REPEAT	1	\$600.00	20.0%	\$480.00	\$480.00



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800



QUOTE-2899524
CCSO - Repeater Replacement

Line #	Item Number	Description	Qty	List Price	Disc %	Sale Price	Ext. Sale Price
1h	CA01950AA	ADD: CONV MULTI-NAC MULTI-PL	1	\$500.00	20.0%	\$400.00	\$400.00
1i	CA01954AA	ADD: WILDCARD W/GPIO	1	\$1,200.00	20.0%	\$960.00	\$960.00
1j	CA01955AA	ADD: MAIN/STANDBY OPERATION	1	\$450.00	20.0%	\$360.00	\$360.00
1k	CA03272AA	ADD: DFSI SOFTWARE	1	\$200.00	20.0%	\$160.00	\$160.00
1l	X153AW	ADD: RACK MOUNT HARDWARE	1	\$50.00	20.0%	\$40.00	\$40.00
1m	CA01400AA	ADD: POWER CABLE, DC	1	\$0.00	0.0%	\$0.00	\$0.00
1n	CA00952AA	ADD: QUANTAR RETROFIT HARDWARE	1	\$50.00	20.0%	\$40.00	\$40.00
1o	X699AA	ADD: FACTORY TEST REPORT	1	\$0.00	0.0%	\$0.00	\$0.00
Subtotal							\$22,200.00
Estimated Tax							\$1,942.50
Grand Total							\$24,142.50(USD)

Notes:

- Placeholder frequency information has been used to create this quote. Please note that any changes to this information could impact pricing.
- Additional information is required for one or more items on the quote for an order.
- (1) This quote does NOT include configuration, installation, battery backup, or other related integration services or labor. Sutter Buttes Comm, Inc. will provide a separate installation/services quotation for this project.
- (2) Please follow attached PO instructions closely to avoid order processing delays.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800



Purchase Order Checklist	
Marked as PO/ Contract/ Notice to Proceed on Company Letterhead (PO will not be processed without this)	
PO Number/ Contract Number	
PO Date	
Vendor = Motorola Solutions, Inc.	
Payment (Billing) Terms/ State Contract Number	
Bill-To Name on PO must be equal to the Legal Bill-To Name	
Bill-To Address	
Ship-To Address (If we are shipping to a MR location, it must be documented on PO)	
Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)	
PO Amount must be equal to or greater than Order Total	
Non-Editable Format (Word/ Excel templates cannot be accepted)	
Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept	
Ship To Contact Name & Phone #	
Tax Exemption Status	
Signatures (As required)	

Attachment: PO 52011212024 - Repeater Radio & backup (10234 : Approve purchase of Repeater)

COLUSA COUNTY SHERIFF'S OFFICE

REQUISITION FORM

DEPT. # 521	Fiscal Year 2024-2025	SHIP TO: Colusa County Sheriff 929 Bridge St., Colusa, CA 95932
SUBMITTED BY: Kristopher Cooper		PHONE NO: 530-458-0644

Vendor Name: Sutter Buttes Communication 530-682-8899

ITEM ORDERED / DESCRIPTION	PRODUCT CODE	QTY	UNIT PRICE	Sub-Total	TAX	TOTAL
Motorola GTR 8000 base radio w/ accesiores		1	22,200.00	22,200.00		\$22,200.00
DC Power supply w/ battery backup		1	1,179.50	1,179.50		1,179.00
80 AH Sealed 12VDC Batteries		4	332.64	1,330.56		1,330.56
Misc hardware /RF jumpers		1	250.00	250.00		250.00
Install / Labor		1	4,000.00	4,000.00		4,000.00
				-	\$ 2,183.96	2,183.96
					Shipping	100.00
					TOTAL	\$31,243.52

Justification: Replace 30 Year old repeater radio equipment (Sutter Butes Repeater).

FUNDING SOURCE:

APPROVED VENDOR: Yes

below to be completed by Fiscal staff

FUND #	001
DEPT. #	520
ACCOUNT #	57199
BUDGETED:	YES
APPROVALS:	Need
PURCHASING AGENT:	☒ Yes ☐ No
INFORMATION TECHNOLOGY:	☐ Yes ☒ No

FISCAL:	JLF #200633	DATE:	4/12/24
SUPERVISOR:	[Signature]	DATE:	11/19/24
SHERIFF/ASST.	[Signature]	DATE:	11/25/24

Attachment: PO 52011212024 - Repeater Radio & backup (10234 : Approve purchase of Repeater)

**Request For County Board of Supervisors Action**

MEETING DATE: December 17, 2024

DEPARTMENT: Human Resources

FROM: Dar Rhodes

SUBJECT: Approve a salary range adjustment for the Chief Deputy District Attorney classification within the District Attorney's Office, from MGT35 (\$9,001 - \$14,756) to MGT39 (\$9,937 - \$16,287) per month, effective January 1, 2025; further adjust the salary range from MGT39 (\$9,937-\$16,287) to MGT44 (\$11,247 - \$18,427) effective January 1, 2026.

Approve a salary range adjustment for the Chief Deputy District Attorney classification within the District Attorney's Office, from MGT35 (\$9,001 - \$14,756) to MGT39 (\$9,937 - \$16,287) per month, effective January 1, 2025; further adjust the salary range from MGT39 (\$9,937-\$16,287) to MGT44 (\$11,247 - \$18,427) effective January 1, 2026.

Detailed Description/Background of request

In an effort to enable our organization to be competitive, in both its hiring efforts and internal promotional opportunities, and due to long-standing inability to hire attorneys for the positions of Deputy District Attorney, the District Attorney's Office would like to ensure its Chief Deputy District Attorney job classification is pinpointed closer to competitive market rates.

Since the beginning of the tenure of former District Attorney Brendan Farrell in 2023, the District Attorney's Office (Office) has been unable to hire a qualified lawyer to act as Deputy District Attorney (DDA). With the exception of one DDA, who did not pass probation, for two years the Office has been completely unable to hire for one open DDA position. With Farrell as the DA, the Office worked as a three-attorney office, with a four-attorney case load. With Farrell's departure the Office now has two attorneys working on an unsustainable four-attorney case load. The Office currently does not have a Chief Deputy District Attorney (CDDA). The absence of a CDDA greatly impacts the office administration, filing decisions, and case assignments. Moreover, there is not an in-house lawyer with the experience to move into the position of CDDA.

Because of the current need for a CDDA and because of the lack of applicants for open attorney positions, including a lack of qualified candidates for the CDDA vacancy, the Office requested a salary study to be completed. Human Resources (HR) determined that the pay scale for CDDA is currently 27% *below* the median of our comparable counties. Unfortunately, competent Colusa lawyers that want to work in government service simply have to drive 25 to 45 minutes away to make substantially more money

in many surrounding counties. This gap in pay greatly impacts the Office's ability to recruit and retain a Chief Deputy. However, despite this, the DA's Office was fortunate to have recruited a qualified CDDA candidate, to whom they extended an offer, contingent upon bringing this position closer to market median.

As a result of the position being so far under market, the Office is asking that the position of CDDA be adjusted by a minimum of 10%. Generally, it is the County's desire to compensate employees at a level that is within approximately 5% of the market median for comparable agencies. Please note that this increase still leaves this position 17% *below* the median of the surrounding counties; however, adjusting the salary any higher will result in the top salary steps being set above the salary for the District Attorney, which is a direct result of the exorbitant number of salary steps in our current salary schedule (if not for steps 10-15, the CDDA salary would never go above the District Attorney).

To that end, and despite the compaction issue with the DA's compensation, the DA's Office would like to ensure market median for the CDDA position in a two-year equity adjustment roll-out: 10.18% effective January 1, 2025 and approximately 13.8% additional market equity adjustment effective January 1, 2026.

Recognizing that this will be an impact on the General Fund, the DA's Office is formally agreeing to a temporary hiring freeze of its fourth attorney for a period of two years, and will forego requesting a recruitment for the currently open Deputy District Attorney I-II-III-IV from January 1, 2025 through December 31, 2026, until the DA Office budget is re-evaluated for 2026-2027.

The Colusa County Management Coalition was given an opportunity to review and discuss the proposed compensation recommendation and have concurred with the change.

Prior Board Action

None.

Fiscal Impact/Funding Source

The cost for this request (including salary and benefits) is approximately \$14,609 for FY 24-25 (Jan-June). The department plans to cover the increased cost through salary savings resulting from ongoing vacancies.

Action for the Clerk

None.

**Request For County Board of Supervisors Action**

MEETING DATE: December 17, 2024

DEPARTMENT: Human Resources

FROM: Dar Rhodes

SUBJECT: Adopt the Revised Job Class Table to Reflect Hourly Rate Range Increase for Extra Help, Effective December 1, 2024, and Correct the Job Class Table Approved by the Board on November 12, 2024, with an Effective Date of December 1, 2024.

Adopt the Revised Job Class Table to Reflect Hourly Rate Range Increase for Extra Help, Effective December 1, 2024, and Correct the Job Class Table Approved by the Board on November 12, 2024, with an Effective Date of December 1, 2024.

Detailed Description/Background of request

Pursuant to subdivision (a) of the California Code of Regulations (CCR) section 570.5, publicly available pay schedules must be duly approved and adopted by the employer's governing body in accordance with the requirements of applicable public meeting laws.

Per CalPERS requirements, we are requesting that the Board adopt revised Job Class Tables reflecting the following changes:

- Increasing the Extra Help hourly pay range from \$16.00-\$55.66 to \$16.00-\$100.00 to enhance flexibility and competitiveness when hiring individuals in Extra Help assignments with highly specialized skill sets.
- The Job Class Table with an effective date of December 1, 2024, did not reflect the following salary range adjustments approved by the Board effective November 1, 2024:
 - Traffic Control Tech I from MSC18 (\$3,305 - \$5,424) to MSC22 (\$3,649 - \$5,989)
 - Traffic Control Tech II from MSC22 (\$3,649 - \$5,989) to MSC26 (\$4,030 - \$6,612)
 - Heavy Equipment Mechanic from MSC29 (\$4,341 - \$7,121) to MSC31 (\$4,562-\$7,483)
 - Equipment Maint. Supervisor from MCS35 (\$5,036 - \$8,261) to MSC 37 (\$5,291-\$ 8,680)

Prior Board Action

None.

Fiscal Impact/Funding Source

There are no costs associated with adopting the Job Class Table.

Action for the Clerk

This needs to be placed on the agenda as the last HR discussion item.

ATTACHMENTS:

- Job Class Approved 121724 Effective 120124 (PDF)

County of Colusa
Monthly Job Class/Salary Schedule

Effective: 12/01/2024
Board Revision Date: 12/17/24

4.2.a

Job Title	Sch/Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Base Monthly Hours
ACCOUNT CLERK I	MSC09	2,643	2,778	2,920	3,068	3,224	3,388	3,473	3,560	3,649	3,741	3,835	3,931	4,030	4,131	4,341	162.50
ACCOUNT CLERK II	MSC13	2,920	3,068	3,224	3,388	3,560	3,741	3,835	3,931	4,030	4,131	4,235	4,341	4,450	4,562	4,793	162.50
ACCOUNT CLERK III	MSC17	3,224	3,388	3,560	3,741	3,931	4,131	4,235	4,341	4,450	4,562	4,676	4,793	4,913	5,036	5,291	162.50
ACCOUNTANT AUDITOR I	PF28	4,276	4,494	4,722	4,961	5,212	5,477	5,614	5,755	5,899	6,047	6,198	6,353	6,512	6,675	7,013	162.50
ACCOUNTANT AUDITOR II	PF32	4,722	4,961	5,212	5,477	5,755	6,047	6,198	6,353	6,512	6,675	6,842	7,013	7,188	7,368	7,742	162.50
ACCOUNTANT AUDITOR III	PF36	5,212	5,477	5,755	6,047	6,353	6,675	6,842	7,013	7,188	7,368	7,553	7,742	7,936	8,135	8,547	162.50
ACCOUNTANT I	PF26	4,069	4,276	4,494	4,722	4,961	5,212	5,343	5,477	5,614	5,755	5,899	6,047	6,198	6,353	6,675	162.50
ACCOUNTANT II	PF30	4,494	4,722	4,961	5,212	5,477	5,755	5,899	6,047	6,198	6,353	6,512	6,675	6,842	7,013	7,368	162.50
ACCOUNTING TECHNICIAN	MSC22	3,649	3,835	4,030	4,235	4,450	4,676	4,793	4,913	5,036	5,162	5,291	5,424	5,560	5,699	5,989	162.50
AG BIO STND OFF I	PF56	4,230	4,445	4,672	4,909	5,158	5,420	5,556	5,696	5,839	5,986	6,136	6,290	6,448	6,610	6,945	173.33
AG BIO STND OFF II	PF57	4,672	4,909	5,158	5,420	5,695	5,985	6,135	6,290	6,448	6,610	6,775	6,946	7,120	7,299	7,666	173.33
AG BIO STND OFF III	PF58	5,158	5,420	5,695	5,985	6,290	6,607	6,773	6,945	7,119	7,298	7,480	7,668	7,860	8,056	8,464	173.33
AGRICULTURAL COMMISSIONER	DH52	9,992	10,501	11,032	11,591	12,178	12,796	13,116	13,445	13,782	14,127	14,481	14,844	15,216	15,597	16,383	173.33
AGRICULTURAL TECHNICIAN	MSC18	3,305	3,473	3,649	3,835	4,030	4,235	4,341	4,450	4,562	4,676	4,793	4,913	5,036	5,162	5,424	173.33
AIR POL STANDARDS OFF I	PF29	4,383	4,607	4,840	5,085	5,343	5,614	5,755	5,899	6,047	6,198	6,353	6,512	6,675	6,842	7,188	173.33
AIR POL STANDARDS OFF II	PF33	4,840	5,085	5,343	5,614	5,899	6,198	6,353	6,512	6,675	6,842	7,013	7,188	7,368	7,553	7,936	173.33
AIR POL STANDARDS OFF III	PF37	5,343	5,614	5,899	6,198	6,512	6,842	7,013	7,188	7,368	7,553	7,742	7,936	8,135	8,338	8,761	173.33
ANIMAL CONTROL OFFICER	DSA16	3,451	3,628	3,813	4,007	4,211	4,425	4,536	4,650	4,767	4,886	5,009	5,134	5,263	5,395	5,669	173.33
APPRaiser I	PF23	3,777	3,969	4,171	4,383	4,607	4,840	4,961	5,085	5,212	5,343	5,477	5,614	5,755	5,899	6,198	162.50
APPRaiser II	PF27	4,171	4,383	4,607	4,840	5,085	5,343	5,477	5,614	5,755	5,899	6,047	6,198	6,353	6,512	6,842	162.50
APPRaiser III	PF31	4,607	4,840	5,085	5,343	5,614	5,899	6,047	6,198	6,353	6,512	6,675	6,842	7,013	7,188	7,553	162.50
ASSESSMENT TECHNICIAN I	MSC16	3,145	3,305	3,473	3,649	3,835	4,030	4,131	4,235	4,341	4,450	4,562	4,676	4,793	4,913	5,162	162.50
ASSESSMENT TECHNICIAN II	MSC20	3,473	3,649	3,835	4,030	4,235	4,450	4,562	4,676	4,793	4,913	5,036	5,162	5,291	5,424	5,699	162.50
ASSISTANT ASSESSOR	MGT24	6,855	7,203	7,569	7,953	8,357	8,781	9,001	9,227	9,458	9,695	9,937	10,187	10,442	10,703	11,247	162.50
ASSISTANT PLANNER	PF33	4,840	5,085	5,343	5,614	5,899	6,198	6,353	6,512	6,675	6,842	7,013	7,188	7,368	7,553	7,936	162.50
ASSISTANT SHERIFF	MGS20	9,382	9,858	10,358	10,882	11,433	12,012	12,312	12,620	12,935	13,258	13,589	13,929	14,277	14,634	15,375	173.33
ASSOC CIVIL ENGINEER	PF48	7,013	7,368	7,742	8,135	8,547	8,981	9,206	9,436	9,672	9,914	10,162	10,416	10,676	10,943	11,497	173.33
ASSOCIATE PLANNER	PF36	5,212	5,477	5,755	6,047	6,353	6,675	6,842	7,013	7,188	7,368	7,553	7,742	7,936	8,135	8,547	162.50
ASST AG COMM/SEALER W & M	MGT52	7,874	8,275	8,696	9,138	9,600	10,087	10,341	10,600	10,866	11,139	11,417	11,704	11,997	12,298	12,914	173.33
ASST AUDITOR/CONTROLLER	MGT28	7,569	7,953	8,357	8,781	9,227	9,695	9,937	10,187	10,442	10,703	10,972	11,247	11,529	11,817	12,415	162.50
ASST CHIEF PROB OFFR	MGS19	9,153	9,617	10,105	10,617	11,154	11,719	12,012	12,312	12,620	12,935	13,258	13,589	13,929	14,277	15,000	162.50
ASST COUNTY ADMINISTRATIVE OFFICER	MGT44	11,247	11,817	12,415	13,043	13,703	14,396	14,756	15,125	15,503	15,890	16,287	16,694	17,111	17,538	18,427	162.50
ASST DIR OF PUBLIC WRKS/CO ENGINEER	MGT42	10,703	11,247	11,817	12,415	13,043	13,703	14,045	14,396	14,756	15,125	15,503	15,890	16,287	16,694	17,538	173.33
ASST ENGINEER	PF37	5,343	5,614	5,899	6,198	6,512	6,842	7,013	7,188	7,368	7,553	7,742	7,936	8,135	8,338	8,761	173.33
ASST TREAS - TAX COLLECTOR	MGT15	5,484	5,762	6,054	6,364	6,687	7,027	7,203	7,384	7,569	7,759	7,953	8,153	8,357	8,566	9,001	162.50
AUDITOR/APPRaiser I	PF28	4,276	4,494	4,722	4,961	5,212	5,477	5,614	5,755	5,899	6,047	6,198	6,353	6,512	6,675	7,013	162.50
AUDITOR/APPRaiser II	PF32	4,722	4,961	5,212	5,477	5,755	6,047	6,198	6,353	6,512	6,675	6,842	7,013	7,188	7,368	7,742	162.50
BH THERAPIST I	PF34	4,961	5,212	5,477	5,755	6,047	6,353	6,512	6,675	6,842	7,013	7,188	7,368	7,553	7,742	8,135	162.50
BH THERAPIST II	PF38	5,477	5,755	6,047	6,353	6,675	7,013	7,188	7,368	7,553	7,742	7,936	8,135	8,338	8,547	8,981	162.50
BH THERAPIST III	PF42	6,047	6,353	6,675	7,013	7,368	7,742	7,936	8,135	8,338	8,547	8,761	8,981	9,206	9,436	9,914	162.50
BLDG & GRDS MAINT LEADWORKER	MSC25	3,931	4,131	4,341	4,562	4,793	5,036	5,162	5,291	5,424	5,560	5,699	5,842	5,989	6,139	6,451	162.50
BLDG & GRDS MAINT WORKER I	MSC17	3,224	3,388	3,560	3,741	3,931	4,131	4,235	4,341	4,450	4,562	4,676	4,793	4,913	5,036	5,291	162.50
BLDG & GRDS MAINT WORKER II	MSC21	3,560	3,741	3,931	4,131	4,341	4,562	4,676	4,793	4,913	5,036	5,162	5,291	5,424	5,560	5,842	162.50
BLDG & GRDS SERVICES SUPERVISOR	MGT10	4,846	5,091	5,350	5,621	5,906	6,207	6,364	6,524	6,687	6,855	7,027	7,203	7,384	7,569	7,953	162.50
BOOKING CLERK	DSA15	3,365	3,538	3,719	3,909	4,108	4,317	4,425	4,536	4,650	4,767	4,886	5,009	5,134	5,263	5,530	173.33
BUDGET MANAGEMENT ANALYST	MGT18	5,906	6,207	6,524	6,855	7,203	7,569	7,759	7,953	8,153	8,357	8,566	8,781	9,001	9,227	9,695	162.50
BUILDING INSPECTOR I	MSC29	4,341	4,562	4,793	5,036	5,291	5,560	5,699	5,842	5,989	6,139	6,293	6,451	6,612	6,777	7,121	162.50
BUILDING INSPECTOR II	MSC33	4,793	5,036	5,291	5,560	5,842	6,139	6,293	6,451	6,612	6,777	6,947	7,121	7,300	7,483	7,862	162.50
BUILDING INSPECTOR III	MSC37	5,291	5,560	5,842	6,139	6,451	6,777	6,947	7,121	7,300	7,483	7,670	7,862	8,059	8,261	8,680	162.50
CASE MANAGER	MSC24	3,835	4,030	4,235	4,450	4,676	4,913	5,036	5,162	5,291	5,424	5,560	5,699	5,842	5,989	6,293	162.50
CHIEF ANIMAL CONTROL OFFICER	DSA20	3,813	4,007	4,211	4,425	4,650	4,886	5,009	5,134	5,263	5,395	5,530	5,669	5,811	5,957	6,259	173.33
CHIEF DEP CLERK OF THE BRD OF SUPS	CNF32	4,674	4,912	5,162	5,424	5,699	5,989	6,139	6,293	6,451	6,612	6,777	6,947	7,121	7,300	7,670	162.50
CHIEF DEP CO CLERK - REC - REG	MSC22	3,649	3,835	4,030	4,235	4,450	4,676	4,793	4,913	5,036	5,162	5,291	5,424	5,560	5,699	5,989	162.50

Attachment: Job Class Approved 121724 Effective 120124 (10226 : Adopt Revised Job Class Table as

County of Colusa
Monthly Job Class/Salary Schedule

Effective: 12/01/2022
Board Revision Date: 12/17/24

4.2.a

Job Title	Sch/Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Base Monthly Hours
CHIEF DEPUTY DA	MGT35	9,001	9,458	9,937	10,442	10,972	11,529	11,817	12,112	12,415	12,725	13,043	13,369	13,703	14,045	14,756	162.50
CHIEF DEPUTY PROB OFFR	MGS06	6,644	6,977	7,326	7,698	8,088	8,499	8,712	8,930	9,153	9,382	9,617	9,858	10,105	10,358	10,882	162.50
CHIEF PROBATION OFFICER	DH44	11,139	11,705	12,298	12,920	13,575	14,262	14,619	14,984	15,358	15,743	16,136	16,541	16,954	17,379	18,260	162.50
CLINICAL PROGRAM MANAGER I	MGT24	6,855	7,203	7,569	7,953	8,357	8,781	9,001	9,227	9,458	9,695	9,937	10,187	10,442	10,703	11,247	162.50
CLINICAL PROGRAM MANAGER II	MGT28	7,569	7,953	8,357	8,781	9,227	9,695	9,937	10,187	10,442	10,703	10,972	11,247	11,529	11,817	12,415	162.50
CODE COMPLIANCE OFFICER	PF33	4,840	5,085	5,343	5,614	5,899	6,198	6,353	6,512	6,675	6,842	7,013	7,188	7,368	7,553	7,936	162.50
COMMUNITY OUTREACH COORD	MSC16	3,145	3,305	3,473	3,649	3,835	4,030	4,131	4,235	4,341	4,450	4,562	4,676	4,793	4,913	5,162	162.50
CONFD LEGAL SPECIALIST I	CNF18	3,301	3,469	3,647	3,833	4,028	4,233	4,339	4,448	4,559	4,674	4,791	4,912	5,035	5,162	5,424	162.50
CONFD LEGAL SPECIALIST II (SENIOR)	CNF22	3,647	3,833	4,028	4,233	4,448	4,674	4,791	4,912	5,035	5,162	5,291	5,424	5,560	5,699	5,989	162.50
CONFD LEGAL SPECIALIST III (PRINCIPAL)	CNF26	4,028	4,233	4,448	4,674	4,912	5,162	5,291	5,424	5,560	5,699	5,842	5,989	6,139	6,293	6,612	162.50
CONSUMER/FAMILY MEMB SERV	MSC23	3,741	3,931	4,131	4,341	4,562	4,793	4,913	5,036	5,162	5,291	5,424	5,560	5,699	5,842	6,139	162.50
CORRECTIONAL CORPORAL	DSS20	4,812	5,057	5,314	5,583	5,871	6,169	6,323	6,481	6,643	6,809	6,979	7,155	7,334	7,518	7,900	173.33
CORRECTIONAL OFFICER	DSS17	4,466	4,694	4,933	5,184	5,447	5,727	5,871	6,018	6,169	6,323	6,481	6,643	6,809	6,979	7,334	173.33
COUNSELOR I	MSC24	3,835	4,030	4,235	4,450	4,676	4,913	5,036	5,162	5,291	5,424	5,560	5,699	5,842	5,989	6,293	162.50
COUNSELOR II	MSC28	4,235	4,450	4,676	4,913	5,162	5,424	5,560	5,699	5,842	5,989	6,139	6,293	6,451	6,612	6,947	162.50
COUNSELOR III	PF31	4,607	4,840	5,085	5,343	5,614	5,899	6,047	6,198	6,353	6,512	6,675	6,842	7,013	7,188	7,553	162.50
COUNSELOR IV	PF35	5,085	5,343	5,614	5,899	6,198	6,512	6,675	6,842	7,013	7,188	7,368	7,553	7,742	7,936	8,338	162.50
COUNTY ADMINISTRATIVE OFFICER	UDH53	13,915	14,620	15,360	16,137	16,953	17,812	18,257	18,714	19,182	19,662	20,153	20,656	21,173	21,702	22,801	162.50
COUNTY COUNSEL	UDH55	14,620	15,360	16,137	16,953	17,812	18,714	19,182	19,662	20,153	20,656	21,173	21,702	22,244	22,801	23,956	162.50
COUNTY LIBRARIAN	DH32	8,281	8,700	9,141	9,604	10,091	10,602	10,867	11,139	11,418	11,705	11,998	12,298	12,605	12,920	13,575	162.50
COUNTY VETERANS SERV OFF	MGT10	4,846	5,091	5,350	5,621	5,906	6,207	6,364	6,524	6,687	6,855	7,027	7,203	7,384	7,569	7,953	162.50
CUSTODIAN	MSC09	2,643	2,778	2,920	3,068	3,224	3,388	3,473	3,560	3,649	3,741	3,835	3,931	4,030	4,131	4,341	162.50
DA CHIEF INVESTIGATOR	MGS10	7,326	7,698	8,088	8,499	8,930	9,382	9,617	9,858	10,105	10,358	10,617	10,882	11,154	11,433	12,012	173.33
DA INVESTIGATOR I	DSS27	5,727	6,018	6,323	6,643	6,979	7,334	7,518	7,707	7,900	8,098	8,301	8,509	8,722	8,940	9,393	173.33
DA INVESTIGATOR II	DSS33	6,643	6,979	7,334	7,707	8,098	8,509	8,722	8,940	9,164	9,393	9,628	9,869	10,116	10,369	10,894	173.33
DEPARTMENT SECRETARY	MSC15	3,068	3,224	3,388	3,560	3,741	3,931	4,030	4,131	4,235	4,341	4,450	4,562	4,676	4,793	5,036	162.50
DEPT INF SYS COORDINATOR	PF43	6,198	6,512	6,842	7,188	7,553	7,936	8,135	8,338	8,547	8,761	8,981	9,206	9,436	9,672	10,162	173.33
DEPUTY AG COMM/SEALER W&M	PF59	5,931	6,228	6,540	6,867	7,211	7,572	7,762	7,956	8,155	8,359	8,568	8,783	9,003	9,228	9,690	173.33
DEPUTY AIR POLL CNTRL OFF	MGT50	5,563	5,846	6,144	6,458	6,788	7,132	7,312	7,495	7,683	7,876	8,074	8,276	8,484	8,696	9,138	173.33
DEPUTY CLERK OF THE BOS I	CNF18	3,301	3,469	3,647	3,833	4,028	4,233	4,339	4,448	4,559	4,674	4,791	4,912	5,035	5,162	5,424	162.50
DEPUTY CLERK OF THE BOS II	CNF22	3,647	3,833	4,028	4,233	4,448	4,674	4,791	4,912	5,035	5,162	5,291	5,424	5,560	5,699	5,989	162.50
DEPUTY CLERK REC RGSTR I	MSC14	2,993	3,145	3,305	3,473	3,649	3,835	3,931	4,030	4,131	4,235	4,341	4,450	4,562	4,676	4,913	162.50
DEPUTY CLERK REC RGSTR II	MSC18	3,305	3,473	3,649	3,835	4,030	4,235	4,341	4,450	4,562	4,676	4,793	4,913	5,036	5,162	5,424	162.50
DEPUTY COUNTY COUNSEL	MGT24	6,855	7,203	7,569	7,953	8,357	8,781	9,001	9,227	9,458	9,695	9,937	10,187	10,442	10,703	11,247	162.50
DEPUTY DIR BHS ADMIN	MGT27	7,384	7,759	8,153	8,566	9,001	9,458	9,695	9,937	10,187	10,442	10,703	10,972	11,247	11,529	12,112	162.50
DEPUTY DIRECTOR BHS CLINICAL	MGT32	8,357	8,781	9,227	9,695	10,187	10,703	10,972	11,247	11,529	11,817	12,112	12,415	12,725	13,043	13,703	162.50
DEPUTY DIRECTOR DHHS	MGT35	9,001	9,458	9,937	10,442	10,972	11,529	11,817	12,112	12,415	12,725	13,043	13,369	13,703	14,045	14,756	162.50
DEPUTY DISTRICT ATTORNEY I	PF44	6,353	6,675	7,013	7,368	7,742	8,135	8,338	8,547	8,761	8,981	9,206	9,436	9,672	9,914	10,416	162.50
DEPUTY DISTRICT ATTORNEY II	PF48	7,013	7,368	7,742	8,135	8,547	8,981	9,206	9,436	9,672	9,914	10,162	10,416	10,676	10,943	11,497	162.50
DEPUTY DISTRICT ATTORNEY III	PF52	7,742	8,135	8,547	8,981	9,436	9,914	10,162	10,416	10,676	10,943	11,217	11,497	11,785	12,080	12,691	162.50
DEPUTY DISTRICT ATTORNEY IV	PF60	8,516	8,943	9,391	9,861	10,355	10,873	11,145	11,424	11,710	12,003	12,304	12,612	12,928	13,251	13,914	162.50
DEPUTY PROBATION OFFCR I	DSS18	4,578	4,812	5,057	5,314	5,583	5,871	6,018	6,169	6,323	6,481	6,643	6,809	6,979	7,155	7,518	162.50
DEPUTY PROBATION OFFCR II	DSS22	5,057	5,314	5,583	5,871	6,169	6,481	6,643	6,809	6,979	7,155	7,334	7,518	7,707	7,900	8,301	162.50
DEPUTY SHERIFF	DSS29	6,018	6,323	6,643	6,979	7,334	7,707	7,900	8,098	8,301	8,509	8,722	8,940	9,164	9,393	9,869	173.33
DHHS BUDGET ANALYST	PF35	5,085	5,343	5,614	5,899	6,198	6,512	6,675	6,842	7,013	7,188	7,368	7,553	7,742	7,936	8,338	162.50
DHHS BUDGET MANAGEMENT ANALYST	MGT18	5,906	6,207	6,524	6,855	7,203	7,569	7,759	7,953	8,153	8,357	8,566	8,781	9,001	9,227	9,695	162.50
DHHS BUDGET SPECIALIST	PF31	4,607	4,840	5,085	5,343	5,614	5,899	6,047	6,198	6,353	6,512	6,675	6,842	7,013	7,188	7,553	162.50
DIRECTOR BEHAVIORAL HLTH	DH45	11,418	11,998	12,605	13,243	13,914	14,619	14,984	15,358	15,743	16,136	16,541	16,954	17,379	17,813	18,717	162.50
DIRECTOR HLTH & HUMAN SERV	DH45	11,418	11,998	12,605	13,243	13,914	14,619	14,984	15,358	15,743	16,136	16,541	16,954	17,379	17,813	18,717	162.50
DIRECTOR OF COMM DEV	DH44	11,139	11,705	12,298	12,920	13,575	14,262	14,619	14,984	15,358	15,743	16,136	16,541	16,954	17,379	18,260	162.50
DIRECTOR OF INFORMATION TECH	MGT29	7,759	8,153	8,566	9,001	9,458	9,937	10,187	10,442	10,703	10,972	11,247	11,529	11,817	12,112	12,725	162.50
DIRECTOR OF PUBLIC WRKS/AIRPORT OP	DH41	10,343	10,867	11,418	11,998	12,605	13,243	13,575	13,914	14,262	14,619	14,984	15,358	15,743	16,136	16,954	173.33
DISPATCHER	DSA25	4,317	4,536	4,767	5,009	5,263	5,530	5,669	5,811	5,957	6,106	6,259	6,416	6,577	6,742	7,084	173.33

Attachment: Job Class Approved 121724 Effective 120124 (10226 : Adopt Revised Job Class Table as

County of Colusa
Monthly Job Class/Salary Schedule

Effective: 12/01/24
Board Revision Date: 12/17/24

4.2.a

Job Title	Sch/Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Base Monthly Hours
DISPATCHER SUPERVISOR	DSA30	4,886	5,134	5,395	5,669	5,957	6,259	6,416	6,577	6,742	6,911	7,084	7,261	7,443	7,629	8,016	173.33
DISPATCHER TRAINEE	DSA18	3,628	3,813	4,007	4,211	4,425	4,650	4,767	4,886	5,009	5,134	5,263	5,395	5,530	5,669	5,957	173.33
ELECTRNC HLTH RECORDS COORD	MSC27	4,131	4,341	4,562	4,793	5,036	5,291	5,424	5,560	5,699	5,842	5,989	6,139	6,293	6,451	6,777	162.50
ELECTRNC HLTH RECORDS MGR	MGT17	5,762	6,054	6,364	6,687	7,027	7,384	7,569	7,759	7,953	8,153	8,357	8,566	8,781	9,001	9,458	162.50
ELIGIBILITY SPECIALIST I	MSC17	3,224	3,388	3,560	3,741	3,931	4,131	4,235	4,341	4,450	4,562	4,676	4,793	4,913	5,036	5,291	162.50
ELIGIBILITY SPECIALIST II	MSC21	3,560	3,741	3,931	4,131	4,341	4,562	4,676	4,793	4,913	5,036	5,162	5,291	5,424	5,560	5,842	162.50
ELIGIBILITY SPECIALIST III	MSC25	3,931	4,131	4,341	4,562	4,793	5,036	5,162	5,291	5,424	5,560	5,699	5,842	5,989	6,139	6,451	162.50
EMERGENCY SERVICES TECH	DSA22	4,007	4,211	4,425	4,650	4,886	5,134	5,263	5,395	5,530	5,669	5,811	5,957	6,106	6,259	6,577	173.33
ENGINEER TECH TRAINEE	MSC22	3,649	3,835	4,030	4,235	4,450	4,676	4,793	4,913	5,036	5,162	5,291	5,424	5,560	5,699	5,989	173.33
ENGINEER TECHNICIAN I	MSC26	4,030	4,235	4,450	4,676	4,913	5,162	5,291	5,424	5,560	5,699	5,842	5,989	6,139	6,293	6,612	173.33
ENGINEER TECHNICIAN II	MSC30	4,450	4,676	4,913	5,162	5,424	5,699	5,842	5,989	6,139	6,293	6,451	6,612	6,777	6,947	7,300	173.33
ENGINEER TECHNICIAN III	MSC34	4,913	5,162	5,424	5,699	5,989	6,293	6,451	6,612	6,777	6,947	7,121	7,300	7,483	7,670	8,059	173.33
ENV HEALTH MANAGER	MGT27	7,384	7,759	8,153	8,566	9,001	9,458	9,695	9,937	10,187	10,442	10,703	10,972	11,247	11,529	12,112	162.50
ENV HLTH SPECIALIST I	PF28	4,276	4,494	4,722	4,961	5,212	5,477	5,614	5,755	5,899	6,047	6,198	6,353	6,512	6,675	7,013	162.50
ENV HLTH SPECIALIST II	PF32	4,722	4,961	5,212	5,477	5,755	6,047	6,198	6,353	6,512	6,675	6,842	7,013	7,188	7,368	7,742	162.50
ENV HLTH SPECIALIST III	PF38	5,477	5,755	6,047	6,353	6,675	7,013	7,188	7,368	7,553	7,742	7,936	8,135	8,338	8,547	8,981	162.50
EQUIP MAINT SUPERVISOR	MSC37	5,291	5,560	5,842	6,139	6,451	6,777	6,947	7,121	7,300	7,483	7,670	7,862	8,059	8,261	8,680	173.33
EQUIP MECHANIC	MSC25	3,931	4,131	4,341	4,562	4,793	5,036	5,162	5,291	5,424	5,560	5,699	5,842	5,989	6,139	6,451	173.33
FINANCIAL ELIGIBILITY COORDINATOR	MSC22	3,649	3,835	4,030	4,235	4,450	4,676	4,793	4,913	5,036	5,162	5,291	5,424	5,560	5,699	5,989	162.50
FISCAL ADMIN OFFICER	MGT18	5,906	6,207	6,524	6,855	7,203	7,569	7,759	7,953	8,153	8,357	8,566	8,781	9,001	9,227	9,695	162.50
FISCAL ADMIN OFFICER	MGT21	6,364	6,687	7,027	7,384	7,759	8,153	8,357	8,566	8,781	9,001	9,227	9,458	9,695	9,937	10,442	173.33
FISCAL PROGRAM ANALYST	MSC31	4,562	4,793	5,036	5,291	5,560	5,842	5,989	6,139	6,293	6,451	6,612	6,777	6,947	7,121	7,483	162.50
HEALTH PROGRAM SPECIALIST I	PF26	4,069	4,276	4,494	4,722	4,961	5,212	5,343	5,477	5,614	5,755	5,899	6,047	6,198	6,353	6,675	162.50
HEALTH PROGRAM SPECIALIST II	PF30	4,494	4,722	4,961	5,212	5,477	5,755	5,899	6,047	6,198	6,353	6,512	6,675	6,842	7,013	7,368	162.50
HEALTH PROGRAM SPECIALIST III	PF34	4,961	5,212	5,477	5,755	6,047	6,353	6,512	6,675	6,842	7,013	7,188	7,368	7,553	7,742	8,135	162.50
HEALTH PRG SPECIALIST SUPERVISOR	PF40	5,755	6,047	6,353	6,675	7,013	7,368	7,553	7,742	7,936	8,135	8,338	8,547	8,761	8,981	9,436	162.50
HEAVY EQUIP MECHANIC	MSC31	4,562	4,793	5,036	5,291	5,560	5,842	5,989	6,139	6,293	6,451	6,612	6,777	6,947	7,121	7,483	173.33
HUMAN RESOURCES ANALYST I	CNF35	5,035	5,291	5,560	5,842	6,139	6,451	6,612	6,777	6,947	7,121	7,300	7,483	7,670	7,863	8,262	162.50
HUMAN RESOURCES ANALYST II	CNF39	5,560	5,842	6,139	6,451	6,777	7,121	7,300	7,483	7,670	7,863	8,060	8,262	8,469	8,681	9,122	162.50
HUMAN RESOURCES ASSISTANT	CNF16	3,141	3,301	3,469	3,647	3,833	4,028	4,129	4,233	4,339	4,448	4,559	4,674	4,791	4,912	5,162	162.50
HUMAN RESOURCES DIRECTOR	UDH35	8,918	9,370	9,845	10,344	10,868	11,419	11,705	11,998	12,298	12,605	12,920	13,244	13,576	13,915	14,620	162.50
HUMAN RESOURCES TECHNICIAN I	CNF23	3,739	3,929	4,129	4,339	4,559	4,791	4,912	5,035	5,162	5,291	5,424	5,560	5,699	5,842	6,139	162.50
HUMAN RESOURCES TECHNICIAN II	CNF27	4,129	4,339	4,559	4,791	5,035	5,291	5,424	5,560	5,699	5,842	5,989	6,139	6,293	6,451	6,777	162.50
HUMAN SERVICES SUPERVISOR	MSC30	4,450	4,676	4,913	5,162	5,424	5,699	5,842	5,989	6,139	6,293	6,451	6,612	6,777	6,947	7,300	162.50
INFO SYSTEMS ANALYST	MSC35	5,036	5,291	5,560	5,842	6,139	6,451	6,612	6,777	6,947	7,121	7,300	7,483	7,670	7,862	8,261	162.50
IT TECHNICIAN	MSC32	4,676	4,913	5,162	5,424	5,699	5,989	6,139	6,293	6,451	6,612	6,777	6,947	7,121	7,300	7,670	162.50
LEAD CUSTODIAN	MSC12	2,848	2,993	3,145	3,305	3,473	3,649	3,741	3,835	3,931	4,030	4,131	4,235	4,341	4,450	4,676	162.50
LEAD TRANSIT SPECIALIST	MSC27	4,131	4,341	4,562	4,793	5,036	5,291	5,424	5,560	5,699	5,842	5,989	6,139	6,293	6,451	6,777	173.33
LEGAL SPECIALIST I	MSC18	3,305	3,473	3,649	3,835	4,030	4,235	4,341	4,450	4,562	4,676	4,793	4,913	5,036	5,162	5,424	162.50
LEGAL SPECIALIST II (SENIOR)	MSC22	3,649	3,835	4,030	4,235	4,450	4,676	4,793	4,913	5,036	5,162	5,291	5,424	5,560	5,699	5,989	162.50
LEGAL SPECIALIST III (PRINCIPAL)	MSC26	4,030	4,235	4,450	4,676	4,913	5,162	5,291	5,424	5,560	5,699	5,842	5,989	6,139	6,293	6,612	162.50
LIBRARIAN	PF23	3,777	3,969	4,171	4,383	4,607	4,840	4,961	5,085	5,212	5,343	5,477	5,614	5,755	5,899	6,198	162.50
LIBRARY ASSISTANT I	MSC09	2,643	2,778	2,920	3,068	3,224	3,388	3,473	3,560	3,649	3,741	3,835	3,931	4,030	4,131	4,341	162.50
LIBRARY ASSISTANT II	MSC12	2,848	2,993	3,145	3,305	3,473	3,649	3,741	3,835	3,931	4,030	4,131	4,235	4,341	4,450	4,676	162.50
LICENSED PSYCHIATRIC TECH	PFA31	4,579	4,812	5,057	5,314	5,583	5,866	6,013	6,164	6,318	6,476	6,639	6,805	6,975	7,150	7,513	162.50
LIEUTENANT	MGS10	7,326	7,698	8,088	8,499	8,930	9,382	9,617	9,858	10,105	10,358	10,617	10,882	11,154	11,433	12,012	173.33
LITERACY PROGRAM COORDINA	PF23	3,777	3,969	4,171	4,383	4,607	4,840	4,961	5,085	5,212	5,343	5,477	5,614	5,755	5,899	6,198	162.50
MARKETING & ADMIN SPECIALIST	MSC19	3,388	3,560	3,741	3,931	4,131	4,341	4,450	4,562	4,676	4,793	4,913	5,036	5,162	5,291	5,560	162.50
MEDICAL BILLING SPEC	MSC22	3,649	3,835	4,030	4,235	4,450	4,676	4,793	4,913	5,036	5,162	5,291	5,424	5,560	5,699	5,989	162.50
MENTAL HEALTH SPECIALIST	PF28	4,276	4,494	4,722	4,961	5,212	5,477	5,614	5,755	5,899	6,047	6,198	6,353	6,512	6,675	7,013	162.50
MHSA COORD GRANT WRITER	PF29	4,383	4,607	4,840	5,085	5,343	5,614	5,755	5,899	6,047	6,198	6,353	6,512	6,675	6,842	7,188	162.50
MHSA FAMILY SPECIALIST	PF32	4,722	4,961	5,212	5,477	5,755	6,047	6,198	6,353	6,512	6,675	6,842	7,013	7,188	7,368	7,742	162.50
MIGRANT HSG CARE TAKER I	MSC16	3,145	3,305	3,473	3,649	3,835	4,030	4,131	4,235	4,341	4,450	4,562	4,676	4,793	4,913	5,162	162.50

Attachment: Job Class Approved 121724 Effective 120124 (10226 : Adopt Revised Job Class Table as

County of Colusa
Monthly Job Class/Salary Schedule

Effective: 12/01/2024
Board Revision Date: 12/17/24

4.2.a

Job Title	Sch/Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Base Monthly Hours
MIGRANT HSG CARE TAKER II	MSC20	3,473	3,649	3,835	4,030	4,235	4,450	4,562	4,676	4,793	4,913	5,036	5,162	5,291	5,424	5,699	162.50
MIGRANT HSG OPERATIONS SUP	MSC25	3,931	4,131	4,341	4,562	4,793	5,036	5,162	5,291	5,424	5,560	5,699	5,842	5,989	6,139	6,451	162.50
NURSING SUPERVISOR	MGT29	7,759	8,153	8,566	9,001	9,458	9,937	10,187	10,442	10,703	10,972	11,247	11,529	11,817	12,112	12,725	162.50
OFFICE ASSISTANT I	MSC09	2,643	2,778	2,920	3,068	3,224	3,388	3,473	3,560	3,649	3,741	3,835	3,931	4,030	4,131	4,341	162.50
OFFICE ASSISTANT II	MSC13	2,920	3,068	3,224	3,388	3,560	3,741	3,835	3,931	4,030	4,131	4,235	4,341	4,450	4,562	4,793	162.50
OFFICE ASSISTANT SUPERVIS	MSC19	3,388	3,560	3,741	3,931	4,131	4,341	4,450	4,562	4,676	4,793	4,913	5,036	5,162	5,291	5,560	162.50
OFFICE MANAGER	MGT10	4,846	5,091	5,350	5,621	5,906	6,207	6,364	6,524	6,687	6,855	7,027	7,203	7,384	7,569	7,953	162.50
OPERATIONS SUPERVISOR	MSC30	4,450	4,676	4,913	5,162	5,424	5,699	5,842	5,989	6,139	6,293	6,451	6,612	6,777	6,947	7,300	173.33
PARKS & REC ATTENDANT	MSC17	3,224	3,388	3,560	3,741	3,931	4,131	4,235	4,341	4,450	4,562	4,676	4,793	4,913	5,036	5,291	173.33
PARKS & REC LEADWORKER	MSC19	3,388	3,560	3,741	3,931	4,131	4,341	4,450	4,562	4,676	4,793	4,913	5,036	5,162	5,291	5,560	173.33
PAYROLL SPECIALIST	CNF32	4,674	4,912	5,162	5,424	5,699	5,989	6,139	6,293	6,451	6,612	6,777	6,947	7,121	7,300	7,670	162.50
PEER SUPPORT SPECIALIST	MSC10	2,710	2,848	2,993	3,145	3,305	3,473	3,560	3,649	3,741	3,835	3,931	4,030	4,131	4,235	4,450	162.50
PEER SUPPORT SUPERVISOR	MSC19	3,388	3,560	3,741	3,931	4,131	4,341	4,450	4,562	4,676	4,793	4,913	5,036	5,162	5,291	5,560	162.50
PERMIT TECHNICIAN	MSC23	3,741	3,931	4,131	4,341	4,562	4,793	4,913	5,036	5,162	5,291	5,424	5,560	5,699	5,842	6,139	162.50
PRINCIPAL HUMAN RESOURCE ANALYST	MGT22	6,524	6,855	7,203	7,569	7,953	8,357	8,566	8,781	9,001	9,227	9,458	9,695	9,937	10,187	10,703	162.50
PRINCIPAL PLANNER	MGT22	6,524	6,855	7,203	7,569	7,953	8,357	8,566	8,781	9,001	9,227	9,458	9,695	9,937	10,187	10,703	162.50
PROBATION ASSISTANT	DSS04	3,242	3,405	3,577	3,756	3,945	4,146	4,250	4,357	4,466	4,578	4,694	4,812	4,933	5,057	5,314	162.50
PROGRAM MANAGER I	MGT23	6,687	7,027	7,384	7,759	8,153	8,566	8,781	9,001	9,227	9,458	9,695	9,937	10,187	10,442	10,972	162.50
PROGRAM MANAGER II	MGT29	7,759	8,153	8,566	9,001	9,458	9,937	10,187	10,442	10,703	10,972	11,247	11,529	11,817	12,112	12,725	162.50
PUBLIC HEALTH ASSISTANT	MSC16	3,145	3,305	3,473	3,649	3,835	4,030	4,131	4,235	4,341	4,450	4,562	4,676	4,793	4,913	5,162	162.50
PUBLIC HEALTH NURSE I	PF41	5,899	6,198	6,512	6,842	7,188	7,553	7,742	7,936	8,135	8,338	8,547	8,761	8,981	9,206	9,672	162.50
PUBLIC HEALTH NURSE II	PF45	6,512	6,842	7,188	7,553	7,936	8,338	8,547	8,761	8,981	9,206	9,436	9,672	9,914	10,162	10,676	162.50
PUBLIC HEALTH NURSE III	PF49	7,188	7,553	7,936	8,338	8,761	9,206	9,436	9,672	9,914	10,162	10,416	10,676	10,943	11,217	11,785	162.50
PUBLIC WORKS LABORER	MSC14	2,993	3,145	3,305	3,473	3,649	3,835	3,931	4,030	4,131	4,235	4,341	4,450	4,562	4,676	4,913	173.33
PUBLIC WORKS SUPERINTENDENT	MGT18	5,906	6,207	6,524	6,855	7,203	7,569	7,759	7,953	8,153	8,357	8,566	8,781	9,001	9,227	9,695	173.33
PUBLIC WORKS SUPERVISOR	MSC36	5,162	5,424	5,699	5,989	6,293	6,612	6,777	6,947	7,121	7,300	7,483	7,670	7,862	8,059	8,468	173.33
PURCHASING COORDINATOR	MSC24	3,835	4,030	4,235	4,450	4,676	4,913	5,036	5,162	5,291	5,424	5,560	5,699	5,842	5,989	6,293	162.50
PURCHASING TECHNICIAN	MSC18	3,305	3,473	3,649	3,835	4,030	4,235	4,341	4,450	4,562	4,676	4,793	4,913	5,036	5,162	5,424	162.50
QA COORDINATOR I	PF44	6,353	6,675	7,013	7,368	7,742	8,135	8,338	8,547	8,761	8,981	9,206	9,436	9,672	9,914	10,416	162.50
QA COORDINATOR II	PF46	6,675	7,013	7,368	7,742	8,135	8,547	8,761	8,981	9,206	9,436	9,672	9,914	10,162	10,416	10,943	162.50
REGISTERED NURSE	PF35	5,085	5,343	5,614	5,899	6,198	6,512	6,675	6,842	7,013	7,188	7,368	7,553	7,742	7,936	8,338	162.50
ROAD MAINT LEADWORKER	MSC33	4,793	5,036	5,291	5,560	5,842	6,139	6,293	6,451	6,612	6,777	6,947	7,121	7,300	7,483	7,862	173.33
ROAD MAINT WORKER I	MSC18	3,305	3,473	3,649	3,835	4,030	4,235	4,341	4,450	4,562	4,676	4,793	4,913	5,036	5,162	5,424	173.33
ROAD MAINT WORKER II	MSC22	3,649	3,835	4,030	4,235	4,450	4,676	4,793	4,913	5,036	5,162	5,291	5,424	5,560	5,699	5,989	173.33
ROAD MAINT WORKER III	MSC26	4,030	4,235	4,450	4,676	4,913	5,162	5,291	5,424	5,560	5,699	5,842	5,989	6,139	6,293	6,612	173.33
ROAD MAINT WORKER IV	MSC30	4,450	4,676	4,913	5,162	5,424	5,699	5,842	5,989	6,139	6,293	6,451	6,612	6,777	6,947	7,300	173.33
ROAD MAINT WORKER TRAINEE	MSC14	2,993	3,145	3,305	3,473	3,649	3,835	3,931	4,030	4,131	4,235	4,341	4,450	4,562	4,676	4,913	173.33
SAFETY OFFICER - ASST RISK MGR	PFA36	5,184	5,447	5,723	6,013	6,318	6,639	6,805	6,975	7,150	7,329	7,513	7,701	7,894	8,091	8,500	162.50
SENIOR DEPUTY COUNTY COUNSEL	MGT41	10,442	10,972	11,529	12,112	12,725	13,369	13,703	14,045	14,396	14,756	15,125	15,503	15,890	16,287	17,111	162.50
SENIOR PAYROLL SPECIALIST	CNF34	4,912	5,162	5,424	5,699	5,989	6,293	6,451	6,612	6,777	6,947	7,121	7,300	7,483	7,670	8,060	162.50
SERGEANT	DSS33	6,643	6,979	7,334	7,707	8,098	8,509	8,722	8,940	9,164	9,393	9,628	9,869	10,116	10,369	10,894	173.33
SHERIFF'S RECORDS CLERK	DSA11	3,048	3,202	3,365	3,538	3,719	3,909	4,007	4,108	4,211	4,317	4,425	4,536	4,650	4,767	5,009	173.33
SHERIFFS' TECHNICIAN	DSA22	4,007	4,211	4,425	4,650	4,886	5,134	5,263	5,395	5,530	5,669	5,811	5,957	6,106	6,259	6,577	173.33
SOCIAL SERVICES ASSISTANT	MSC20	3,473	3,649	3,835	4,030	4,235	4,450	4,562	4,676	4,793	4,913	5,036	5,162	5,291	5,424	5,699	162.50
SOCIAL WORKER I	PF23	3,777	3,969	4,171	4,383	4,607	4,840	4,961	5,085	5,212	5,343	5,477	5,614	5,755	5,899	6,198	162.50
SOCIAL WORKER II	PF27	4,171	4,383	4,607	4,840	5,085	5,343	5,477	5,614	5,755	5,899	6,047	6,198	6,353	6,512	6,842	162.50
SOCIAL WORKER III	PF31	4,607	4,840	5,085	5,343	5,614	5,899	6,047	6,198	6,353	6,512	6,675	6,842	7,013	7,188	7,553	162.50
SOCIAL WORKER IV	PF35	5,085	5,343	5,614	5,899	6,198	6,512	6,675	6,842	7,013	7,188	7,368	7,553	7,742	7,936	8,338	162.50
SOCIAL WORKER SUP I	PF37	5,343	5,614	5,899	6,198	6,512	6,842	7,013	7,188	7,368	7,553	7,742	7,936	8,135	8,338	8,761	162.50
SOCIAL WORKER SUP II	PF40	5,755	6,047	6,353	6,675	7,013	7,368	7,553	7,742	7,936	8,135	8,338	8,547	8,761	8,981	9,436	162.50
STAFF SERVICES ANALYST I	PF29	4,383	4,607	4,840	5,085	5,343	5,614	5,755	5,899	6,047	6,198	6,353	6,512	6,675	6,842	7,188	162.50
STAFF SERVICES ANALYST II	PF35	5,085	5,343	5,614	5,899	6,198	6,512	6,675	6,842	7,013	7,188	7,368	7,553	7,742	7,936	8,338	162.50
STAFF SERVICES MANAGER	MGT29	7,759	8,153	8,566	9,001	9,458	9,937	10,187	10,442	10,703	10,972	11,247	11,529	11,817	12,112	12,725	162.50

Attachment: Job Class Approved 121724 Effective 120124 (10226 : Adopt Revised Job Class Table as

County of Colusa
Monthly Job Class/Salary Schedule

Effective: 12/01/24
Board Revision Date: 12/17/24

4.2.a

Job Title	Sch/Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Base Monthly Hours
SUPERVISING ASSESSMENT TECHNICIAN	MSC27	4,131	4,341	4,562	4,793	5,036	5,291	5,424	5,560	5,699	5,842	5,989	6,139	6,293	6,451	6,777	162.50
SUPERVISING PROBATION OFFICER	DSS28	5,871	6,169	6,481	6,809	7,155	7,518	7,707	7,900	8,098	8,301	8,509	8,722	8,940	9,164	9,628	162.50
SYSTEM SUPPORT ANALYST	MSC27	4,131	4,341	4,562	4,793	5,036	5,291	5,424	5,560	5,699	5,842	5,989	6,139	6,293	6,451	6,777	162.50
TIME - MATERIAL & SFTY ASST	MSC24	3,835	4,030	4,235	4,450	4,676	4,913	5,036	5,162	5,291	5,424	5,560	5,699	5,842	5,989	6,293	173.33
TRAFFIC CONT TECH I	MSC22	3,649	3,835	4,030	4,235	4,450	4,676	4,793	4,913	5,036	5,162	5,291	5,424	5,560	5,699	5,989	173.33
TRAFFIC CONT TECH II	MSC26	4,030	4,235	4,450	4,676	4,913	5,162	5,291	5,424	5,560	5,699	5,842	5,989	6,139	6,293	6,612	173.33
TRANSIT DRIVER	MSC16	3,145	3,305	3,473	3,649	3,835	4,030	4,131	4,235	4,341	4,450	4,562	4,676	4,793	4,913	5,162	173.33
TRANSIT MANAGER	MGT10	4,846	5,091	5,350	5,621	5,906	6,207	6,364	6,524	6,687	6,855	7,027	7,203	7,384	7,569	7,953	173.33
VICTIM WITNESS ADV I LT	MSC14	2,993	3,145	3,305	3,473	3,649	3,835	3,931	4,030	4,131	4,235	4,341	4,450	4,562	4,676	4,913	162.50
VICTIM WITNESS ADV II LT	MSC18	3,305	3,473	3,649	3,835	4,030	4,235	4,341	4,450	4,562	4,676	4,793	4,913	5,036	5,162	5,424	162.50
VICTIM WITNESS COORDINATOR ADV	PF34	4,961	5,212	5,477	5,755	6,047	6,353	6,512	6,675	6,842	7,013	7,188	7,368	7,553	7,742	8,135	162.50
VICTIM WITNESS PROGRAM MGR	PF38	5,477	5,755	6,047	6,353	6,675	7,013	7,188	7,368	7,553	7,742	7,936	8,135	8,338	8,547	8,981	162.50
VOCATIONAL ASSISTANT	MSC09	2,643	2,778	2,920	3,068	3,224	3,388	3,473	3,560	3,649	3,741	3,835	3,931	4,030	4,131	4,341	162.50
WATER SYSTEMS OPERATOR	PF35	5,085	5,343	5,614	5,899	6,198	6,512	6,675	6,842	7,013	7,188	7,368	7,553	7,742	7,936	8,338	162.50
WORK CREW SUPERVISOR	MSC14	2,993	3,145	3,305	3,473	3,649	3,835	3,931	4,030	4,131	4,235	4,341	4,450	4,562	4,676	4,913	162.50
DEPUTY SHERIFF TRAINEE	FLAT	4,100/month															173.33
EXTRA HELP	FLAT	Various rates 16.00/hour - 100/hour															162.50
PLANNING COMMISSIONER	FLAT	50.00/meeting															162.50

ELECTED OFFICIALS		BASE	5 YR*	10 YR*	15 YR*	YRATE											
ASSESSOR/ DIRECT ASMT OFF	E-ASSESSOR	11,816	12,111	12,407	12,702												162.50
AUDITOR/CONTROLLER	E-AUDITOR	12,193	12,498	12,803	13,107												162.50
COUNTY CLERK/RECORDER	E-CLERK	11,553	11,842	12,131	12,419												162.50
DISTRICT ATTORNEY	E-DA	15,553	15,942	16,331	16,719												162.50
SHERIFF/CORONER	E-SHERIFF	16,843	17,264	17,685	18,106												173.33
TREAS/TAX COLL - PUB GUARD	E-TREAS	11,785	12,080	12,374	12,669	16,646											162.50

* Experience based salary adjustment based on relevant public service year prior to elected position

TABLE UPDATES

10/01/24 2% COLA CNF, DSA, DSS, MGS, MGT, MSC, PF, PFA
01/01/24 Elected Officials - New salary structure
01/01/24 4% COLA DH, UDH
01/01/24 2.5% URD on MGT table
12/01/23 2.5% COLA MGS, MGT
10/01/23 2.5% COLA DSA, DSS, MSC, PF, PFA
10/01/22 3% COLA All Schedules
10/01/21 3% COLA All Schedules
10/01/20 1.6% COLA All Schedules
04/01/20 COLA 2.6% DSA, DSS, MGS, MGT
01/01/20 COLA 2.6% CNF, DH, MSC,PF, PFA, UDH
04/01/19 Equity Adjustments - various postions
10/01/18 2% COLA All Schedules
04/01/18 Equity Adjustments - various postions
10/01/17 2% COLA All Schedules
04/01/17 Equity Adjustments - various postions
10/01/16 2% COLA All Schedules
04/01/16 Equity Adjustments - various postions
07/01/15 3% COLA All Schedules
01/01/14 Replaced 9 step table with new table and increased 1%

Attachment: Job Class Approved 121724 Effective 120124 (10226 : Adopt Revised Job Class Table as



Request For County Board of Supervisors Action

MEETING DATE: December 17, 2024

DEPARTMENT: Auditor

FROM: Brittany Wheeler

SUBJECT: Reject CA Northern Railroad's Claims for Refund of Unitary tax for fiscal years 2019-2020 through 2022-2023 and direct the Auditor-Controller to provide CA Northern Railroad notice of rejection via a rejection letter.

Reject CA Northern Railroad's Claims for Refund of Unitary tax for fiscal years 2019-2020 through 2022-2023 and direct the Auditor-Controller to provide CA Northern Railroad notice of rejection via a rejection letter.

Detailed Description/Background of request

On February 20, 2024, the Clerk of the Board of Supervisors received claims for refund on behalf of CA Northern Railroad. In addition, numerous revised claims have been received over the last several months. The basis for these claims is that the statutory tax rate applied by the County to unitary and operating non-unitary property pursuant to California Revenue and Taxation Code §100(b) is in violation of Article XIII, section 19 of the California Constitution, and in direct violation of the Railroad Revitalization and Regulatory Reform Act of 1976, 49 U.S.C. Section 11501(b)(3).

After consulting with County Counsel, the Auditor-Controller's office recommends rejecting CA Northern Railroad's claims since the claims filed were incorrect and inconsistent, and the County accurately calculated the unitary tax rate (the rate applied to CA Northern Railroad) pursuant to California Revenue and Taxation Code §100(b).

Prior Board Action

None.

Fiscal Impact/Funding Source

Rejecting the claims will prevent the County from distributing refunds totaling \$16,965.32.

Action for the Clerk

None

ATTACHMENTS:

- Claim Summary CA Northern Railroad (PDF)
- CA Northern Railroad Rejection Letter (DOCX)
- Ryan LLC, California Northern Railroad Claims For Refund FY 2019-20 (PDF)
- Ryan LLC, California Northern Railroad Claims For Refund FY 2020-21 (PDF)
- Ryan LLC, California Northern Railroad Claims For Refund FY 2021-22 (PDF)
- Ryan LLC, California Northern Railroad Claims For Refund FY 2022-23 (PDF)

California Northern Railroad

Rate Calculated Per Revenue and Taxation Code Section 100

	2022-23	2021-22	2020-21	2019-20*
Assessed Value	3,549,732	3,745,423	3,780,957	3,498,745
Rate Calculated per R&T	1.2491%	1.2050%	1.1496%	1.2318%
Assessed Value x Rate	\$ 44,339.62	\$ 45,132.36	\$ 43,465.88	\$ 43,097.52
Late Penalty				\$ 2,154.87
Amount Paid	\$ 44,339.62	\$ 45,132.36	\$ 43,465.88	\$ 45,252.39

BOE Average Tax Rate Calculation Referenced in Claim

	2022-23	2021-22	2020-21	2019-20*
Assessed Value	3,549,732	3,745,423	3,780,957	3,498,745
BOE County Average Rate	1.0910%	1.0760%	1.1000%	1.0990%
Assessed Value x Rate	\$ 38,727.58	\$ 40,300.75	\$ 41,590.53	\$ 38,451.21
Difference Subject to Refund Claims	\$ (5,612.05)	\$ (4,831.61)	\$ (1,875.35)	\$ (4,646.31)

*The revised 2019-20 claim was submitted outside of the statute of limitation therefore the claim is no longer valid

File Edit View Tax Bill Reports Help

TCW0100v2.5.0.017: ASMT

Current Secured

Mar 21, 2024 8:35:25 AM (-07:00)

Asmt: 799-000-086-000 Tax Year 2023 As Of Date 03/21/2024 Owner's Name CALIFORNIA NORTHERN RAILROAD

Description
 Situs 1 Map 0810 06 001 Par 01 LSD FROM UPRR 000
 Situs 2 Unitary Improvements 000
 Fee Parcel 799-000-086-000
 Original Asmt 799-000-086-000
 Supplemental Count 0
 Rate A00 - 0.000 rate - (0%)

Address 1 200 MERIDIAN CENTRE BLVD, SUITE 300
 Address 2 ROCHESTER, NY 14618
 Address 3
 Address 4

CORTAC Number
 Loan Number
 Name
 Phone Number Lender Number

Taxes	1	2	Total
	PAID	PAID	
Date	11/27/2023	11/27/2023	
Total Due	\$23,649.47	\$23,649.47	\$47,298.94
Total Paid	\$23,649.47	\$23,649.47	\$47,298.94
Balance	\$0.00	\$0.00	\$0.00

Status	C	TRA	000-002
Bill Type	SP	Event Date	
Taxability	000	Printed Date	09/19/2023
Roll Type	S	Acres	0.00

Fee Parcel - - - Owner
 Situs 1 Situs 2 Search

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1/1 Summary Images

1 Record(s) Found

2023

COLUSACOUNTY\mbsvc, 03/21/2024 12:01:21 AM

File Edit View Tax Bill Reports Help

TCW0100v2.5.0.017: Taxes

Current Secured

Mar 21, 2024 8:35:55 AM (-07:00)

Asmt: 799-000-086-000

Tax Year 2023

As Of Date 03/21/2024

Owner's Name CALIFORNIA NORTHERN RAILROAD

Value and Rate Calculation

Value Base:	Rate	Value
2-Land (no mineral rights)	0.000000	
3-Land/Improvements (no min)	0.000000	
4-Land/Improvements /PP (no min)	0.000000	
5-Land w/mineral rights	0.000000	
6-Land/Improvements w/min	0.000000	
Net of all	1.259000	3,756,875

Non-Tax Deductible	\$0.00
Asmt Roll Year	2023

Ownership Calculations

Event Date		Days	0
Pro. Factor	0.000000	Percent	0.000000
From		Thru	
Days to Fiscal Year End			0

Installment Details

	1	2	Total
Due Date	12/11/2023	04/10/2024	
Tax	\$23,649.47	\$23,649.47	\$47,298.94
Penalty	\$2,364.94	\$2,364.94	\$0.00
Cost	\$0.00	\$20.00	\$0.00
Fees	\$0.00	\$0.00	\$0.00
Delq. Penalty	\$0.00	\$0.00	\$0.00
Total Due	\$23,649.47	\$23,649.47	\$47,298.94
Amt Paid	\$23,649.47	\$23,649.47	\$47,298.94
Balance	\$0.00	\$0.00	\$0.00
Date Paid	11/27/2023	11/27/2023	
Trans. Date	11/27/2023	11/27/2023	
Collection #	2711 001 00136	2711 001 00136	
Is Carry Over Paid	\$0.00		

☐ Is Carry Over Paid

Pmt Info 1

Pmt Info 2

ASMT Owners Values Tax Codes Taxes Part Pays\Four Pays Coll. Refunds R/C Refunds Suppl. Index

1/1 Summary Images

1 Record(s) Found

2023

COLUSACOUNTY\mbsvc, 03/21/2024 12:01:21 AM

**COMPUTATION OF THE TAX RATE APPLICABLE TO
2023-24 PRIVATE RAILROAD CAR TAX ASSESSMENTS**
(Assessed Values and Levies in Thousands of Dollars)

Counties	Net Taxable Assessed Value	Total Levies	Non-total Property Levies ¹	Levies on Total Property	Average Tax Rate	
Alameda	\$ 377,434,144	\$ 4,691,361	\$ -	\$ 4,691,361	1.243	%
Alpine	883,248	9,100	-	9,100	1.030	
Amador	6,461,149	65,515	-	65,515	1.014	
Butte	26,773,199	299,119	153	298,966	1.117	
Calaveras	9,061,135	98,913	-	98,913	1.092	
Colusa	4,847,214	53,218	-	53,218	1.098	
Contra Costa	255,075,663	2,966,766	746	2,966,020	1.163	
Del Norte	2,362,538	24,459	-	24,459	1.035	
El Dorado	41,104,787	438,114	-	438,114	1.066	
Fresno	102,598,481	1,242,566	-	1,242,566	1.211	
Glenn	4,316,150	47,174	-	47,174	1.093	
Humboldt	16,276,709	181,458	-	181,458	1.115	
Imperial	14,155,857	170,759	-	170,759	1.206	
Inyo	5,607,644	59,735	-	59,735	1.065	
Kern	108,221,014	1,339,665	-	1,339,665	1.238	
Kings	12,969,334	140,307	-	140,307	1.082	
Lake	9,068,300	101,170	-	101,170	1.116	
Lassen	2,688,555	27,382	-	27,382	1.018	
Los Angeles	1,910,622,355	22,171,651	5,867	22,165,785	1.160	
Madera	18,818,489	206,668	-	206,668	1.098	
Marin	96,045,394	1,085,624	-	1,085,624	1.130	
Mariposa	2,945,500	30,532	-	30,532	1.037	
Mendocino	13,909,025	162,068	-	162,068	1.165	
Merced	31,938,378	346,026	-	346,026	1.083	
Modoc	1,141,762	11,418	-	11,418	1.000	
Mono	7,893,236	91,120	-	91,120	1.154	
Monterey	84,105,853	923,553	-	923,553	1.098	
Napa	49,192,621	542,306	670	541,636	1.101	
Nevada	24,303,265	258,217	-	258,217	1.062	
Orange	731,424,917	7,797,177	23,636	7,773,541	1.063	
Placer	99,208,820	1,078,961	-	1,078,961	1.088	
Plumas	5,228,225	57,482	-	57,482	1.099	
Riverside	367,885,621	4,362,879	29,792	4,333,086	1.178	
Sacramento	207,101,841	2,386,778	-	2,386,778	1.152	
San Benito	11,719,416	142,029	9,372	132,657	1.132	
San Bernardino	298,614,643	3,398,081	44,832	3,353,250	1.123	
San Diego	653,622,058	7,629,898	-	7,629,898	1.167	
San Francisco	328,530,494	3,884,047	-	3,884,047	1.182	
San Joaquin	101,046,359	1,142,287	-	1,142,287	1.130	
San Luis Obispo	68,121,446	739,026	-	739,026	1.085	
San Mateo	290,422,705	3,219,962	-	3,219,962	1.109	
Santa Barbara	103,190,771	1,108,301	876	1,107,425	1.073	
Santa Clara	621,981,550	7,529,896	-	7,529,896	1.211	
Santa Cruz	55,782,703	617,110	-	617,110	1.106	
Shasta	23,075,975	253,571	2,168	251,403	1.089	
Sierra	689,264	6,893	-	6,893	1.000	
Siskiyou	5,864,494	61,360	-	61,360	1.046	
Solano	66,675,794	786,538	-	786,538	1.180	
Sonoma	109,916,855	1,244,936	-	1,244,936	1.133	
Stanislaus	61,866,796	685,244	-	685,244	1.108	
Sutter	12,026,229	132,137	-	132,137	1.099	
Tehama	7,418,120	78,426	-	78,426	1.057	
Trinity	2,060,151	21,480	-	21,480	1.043	
Tulare	45,046,799	489,515	77	489,438	1.087	
Tuolumne	8,999,732	97,023	-	97,023	1.078	
Ventura	164,715,444	1,809,369	2,192	1,807,177	1.097	
Yolo	34,609,777	384,126	-	384,126	1.110	
Yuba	8,295,491	91,401	-	91,401	1.102	
TOTAL	\$ 7,735,963,490	\$ 89,021,900	\$ 120,380	\$ 88,901,520	1.149	%

1. Non-total property levies are special district voter-approved tax levies that can include special taxes on intangibles, aircraft, baled cotton, special assessments, or any other property which is subject to a uniform statewide tax rate.

Attachment: Claim Summary CA Northern Railroad (10105 : Request to consider CA Northern Railroad claims for refund of property taxes)

File Edit View Tax Bill Reports Help

TCW0100v2.5.0.10: ASMT

Current Secured

Mar 21, 2024 8:35:29 AM (-07:00)

Asmt: 799-000-086-000 Tax Year 2022 As Of Date 03/21/2024 Owner's Name CALIFORNIA NORTHERN RAILROAD

Description
 Situs 1 Map 0810 06 001 Par 01 LSD FROM UPRR 000
 Situs 2 Unitary Improvements 000
 Fee Parcel 799-000-086-000
 Original Asmt 799-000-086-000
 Supplemental Count 0
 Rate A00 - 0.000 rate - (0%)

Address 1 200 MERIDIAN CENTRE BLVD, SUITE 300
 Address 2 ROCHESTER, NY 14618
 Address 3
 Address 4

CORTAC Number
 Loan Number
 Name
 Phone Number Lender Number

Taxes	1	2	Total
	PAID	PAID	
Date	10/31/2022	10/31/2022	
Total Due	\$22,169.81	\$22,169.81	\$44,339.62
Total Paid	\$22,169.81	\$22,169.81	\$44,339.62
Balance	\$0.00	\$0.00	\$0.00

Status	C	TRA	000-002
Bill Type	SP	Event Date	
Taxability	000	Printed Date	10/04/2022
Roll Type	S	Acres	0.00

Fee Parcel - - - Owner
 Situs 1 Situs 2 Search

Default

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Summary Images

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2022

COLUSACOUNTY\mbsvc, 07/02/2023 12:01:14 AM

Attachment: Claim Summary CA Northern Railroad (10105 : Request to consider CA Northern Railroad

File Edit View Tax Bill Reports Help

TCW0100v2.5.0.10: Taxes

Current Secured

Mar 21, 2024 8:35:46 AM (-07:00)

Asmt: 799-000-086-000 Tax Year 2022 As Of Date 03/21/2024 Owner's Name CALIFORNIA NORTHERN RAILROAD

Value and Rate Calculation

Value Base:	Rate	Value
2-Land (no mineral rights)	0.000000	
3-Land/Improvements (no min)	0.000000	
4-Land/Improvements /PP (no min)	0.000000	
5-Land w/mineral rights	0.000000	
6-Land/Improvements w/min	0.000000	
Net of all	1.249100	3,549,732

Non-Tax Deductible	\$0.00
Asmt Roll Year	2022

Ownership Calculations

Event Date		Days	0
Pro. Factor	0.000000	Percent	0.000000
From		Thru	
Days to Fiscal Year End			0

Installment Details

	1	2	Total
Due Date	12/12/2022	04/10/2023	
Tax	\$22,169.81	\$22,169.81	\$44,339.62
Penalty	\$2,216.98	\$2,216.98	\$0.00
Cost	\$0.00	\$20.00	\$0.00
Fees	\$0.00	\$0.00	\$0.00
Delq. Penalty	\$0.00	\$0.00	\$0.00
Total Due	\$22,169.81	\$22,169.81	\$44,339.62
Amt Paid	\$22,169.81	\$22,169.81	\$44,339.62
Balance	\$0.00	\$0.00	\$0.00
Date Paid	10/31/2022	10/31/2022	
Trans. Date	10/31/2022	10/31/2022	
Collection #	0031 001 00019	0031 001 00019	
Is Carry Over Paid	\$0.00		

☐ Is Carry Over Paid

Pmt Info 1

Pmt Info 2

ASMT Owners Values Tax Codes Taxes Part Pays\Four Pays Coll. Refunds R/C Refunds Suppl. Index

1/1 Summary Images

Ready

2022

COLUSACOUNTY\mbsvc, 07/02/2023 12:01:14 AM

**COMPUTATION OF THE TAX RATE APPLICABLE TO
2022 23 PRIVATE RAILROAD CAR TAX ASSESSMENTS**
(Assessed Values and Levies in Thousands of Dollars)

Counties	Net Taxable Assessed Value	Total Levies	Non-total Property Levies ¹	Levies on Total Property	Average Tax Rate	
Alameda	\$ 348,972,960	\$ 4,336,641	\$ -	\$ 4,336,641	1.243	%
Alpine	825,191	8,502	-	8,502	1.030	
Amador	6,041,988	61,300	-	61,300	1.015	
Butte	24,989,125	279,238	147	279,091	1.117	
Calaveras	8,424,725	90,424	-	90,424	1.073	
Colusa	4,632,763	50,555	-	50,555	1.091	
Contra Costa	236,528,416	2,754,685	745	2,753,940	1.164	
Del Norte	2,165,586	22,654	-	22,654	1.046	
El Dorado	38,280,451	409,681	-	409,681	1.070	
Fresno	94,712,217	1,146,192	-	1,146,192	1.210	
Glenn	4,015,374	44,007	-	44,007	1.096	
Humboldt	15,626,907	171,247	-	171,247	1.096	
Imperial	13,456,791	162,692	-	162,692	1.209	
Inyo	5,159,978	54,755	-	54,755	1.061	
Kern	96,672,959	1,217,576	-	1,217,576	1.259	
Kings	12,897,666	140,505	-	140,505	1.089	
Lake	8,394,608	94,748	-	94,748	1.129	
Lassen	2,607,303	26,756	-	26,756	1.026	
Los Angeles	1,784,935,173	20,872,961	6,019	20,866,942	1.169	
Madera	17,519,870	192,358	-	192,358	1.098	
Marin	90,109,074	1,023,884	-	1,023,884	1.136	
Mariposa	2,759,253	28,849	-	28,849	1.046	
Mendocino	13,274,534	154,116	-	154,116	1.161	
Merced	29,273,305	321,328	-	321,328	1.098	
Modoc	1,091,561	10,916	-	10,916	1.000	
Mono	7,192,356	81,175	-	81,175	1.129	
Monterey	77,658,672	852,315	-	852,315	1.098	
Napa	45,932,605	508,225	176	508,050	1.106	
Nevada	22,601,754	241,633	-	241,633	1.069	
Orange	686,483,292	7,327,682	22,362	7,305,320	1.064	
Placer	90,880,970	988,308	-	988,308	1.087	
Plumas	4,987,817	54,333	-	54,333	1.089	
Riverside	335,063,073	3,968,369	27,757	3,940,612	1.176	
Sacramento	191,504,329	2,210,173	-	2,210,173	1.154	
San Benito	9,847,673	121,764	8,469	113,295	1.150	
San Bernardino	272,961,181	3,152,177	41,351	3,110,826	1.140	
San Diego	602,869,055	7,076,111	-	7,076,111	1.174	
San Francisco	311,997,808	3,699,688	-	3,699,688	1.186	
San Joaquin	92,350,337	1,052,482	-	1,052,482	1.140	
San Luis Obispo	64,087,658	701,418	-	701,418	1.094	
San Mateo	268,082,278	2,993,781	-	2,993,781	1.117	
Santa Barbara	95,395,651	1,023,867	964	1,022,903	1.072	
Santa Clara	578,926,822	7,052,275	-	7,052,275	1.218	
Santa Cruz	52,456,703	581,575	-	581,575	1.109	
Shasta	21,414,578	236,816	2,146	234,669	1.096	
Sierra	631,981	6,320	-	6,320	1.000	
Siskiyou	5,493,727	57,625	-	57,625	1.049	
Solano	62,221,028	736,293	-	736,293	1.183	
Sonoma	103,145,042	1,176,310	-	1,176,310	1.140	
Stanislaus	57,719,873	636,306	-	636,306	1.102	
Sutter	11,253,313	124,281	-	124,281	1.104	
Tehama	6,917,251	72,634	-	72,634	1.050	
Trinity	1,931,588	20,106	-	20,106	1.041	
Tulare	42,057,303	459,824	93	459,730	1.093	
Tuolumne	8,423,650	90,928	-	90,928	1.079	
Ventura	153,520,780	1,701,022	2,326	1,698,696	1.106	
Yolo	32,252,908	367,854	-	367,854	1.141	
Yuba	7,407,867	82,325	-	82,325	1.111	
TOTAL	\$ 7,189,038,702	\$ 83,132,562	\$ 112,555	\$ 83,020,007	1.155	%

1. Non-total property levies are special district voter-approved tax levies that can include special taxes on intangibles, aircraft, baled cotton, special assessments, or any other property which is subject to a uniform statewide tax rate.

File Edit View Tax Bill Reports Help

TCW0100v2.5.0.10: ASMT

Current Secured

Mar 21, 2024 8:36:14 AM (-07:00)

Asmt: 799-000-086-000 Tax Year 2021 As Of Date 03/21/2024 Owner's Name CALIFORNIA NORTHERN RAILROAD

Description
 Situs 1 Map 0810 06 001 Par 01 LSD FROM UPRR 000
 Situs 2 Unitary Improvements 000
 Fee Parcel 799-000-086-000
 Original Asmt 799-000-086-000
 Supplemental Count 0
 Rate A00 - 0.000 rate - (0%)

Address 1 3220 STATE ST, SUITE 200
 Address 2 SALEM, OR 97301
 Address 3
 Address 4

CORTAC Number
 Loan Number
 Name
 Phone Number Lender Number

Taxes	1	2	Total
	PAID	PAID	
Date	11/22/2021	11/22/2021	
Total Due	\$22,566.18	\$22,566.18	\$45,132.36
Total Paid	\$22,566.18	\$22,566.18	\$45,132.36
Balance	\$0.00	\$0.00	\$0.00

Status	C	TRA	000-002
Bill Type	SP	Event Date	
Taxability	000	Printed Date	10/04/2021
Roll Type	S	Acres	0.00

Fee Parcel - - - Owner
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COLUSACOUNTY\mpts2000, 07/08/2022 12:01:41 AM

Attachment: Claim Summary CA Northern Railroad (10105 : Request to consider CA Northern Railroad

File Edit View Tax Bill Reports Help

TCW0100v2.5.0.10: Taxes

Current Secured

Mar 21, 2024 8:36:19 AM (-07:00)

Asmt: 799-000-086-000 Tax Year 2021 As Of Date 03/21/2024 Owner's Name CALIFORNIA NORTHERN RAILROAD

Value and Rate Calculation

Value Base:	Rate	Value
2-Land (no mineral rights)	0.000000	
3-Land/Improvements (no min)	0.000000	
4-Land/Improvements /PP (no min)	0.000000	
5-Land w/mineral rights	0.000000	
6-Land/Improvements w/min	0.000000	
Net of all	1.205000	3,745,423

Non-Tax Deductible	\$0.00
Asmt Roll Year	2021

Ownership Calculations

Event Date		Days	0
Pro. Factor	0.000000	Percent	0.000000
From		Thru	
Days to Fiscal Year End			0

Installment Details

	1	2	Total
Due Date	12/10/2021	04/10/2022	
Tax	\$22,566.18	\$22,566.18	\$45,132.36
Penalty	\$2,256.61	\$2,256.61	\$0.00
Cost	\$0.00	\$20.00	\$0.00
Fees	\$0.00	\$0.00	\$0.00
Delq. Penalty	\$0.00	\$0.00	\$0.00
Total Due	\$22,566.18	\$22,566.18	\$45,132.36
Amt Paid	\$22,566.18	\$22,566.18	\$45,132.36
Balance	\$0.00	\$0.00	\$0.00
Date Paid	11/22/2021	11/22/2021	
Trans. Date	11/22/2021	11/22/2021	
Collection #	GG22 001 00021	GG22 001 00021	
Is Carry Over Paid	\$0.00		

☐ Is Carry Over Paid

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COLUSACOUNTY\mpts2000, 07/08/2022 12:01:41 AM

**COMPUTATION OF THE TAX RATE APPLICABLE TO
2021-22 PRIVATE RAILROAD CAR TAX ASSESSMENTS**
(Assessed Values and Levies in Thousands of Dollars)

Counties	Net Taxable Assessed Value	Total Levies	Non-total Property Levies ¹	Levies on Total Property	Average Tax Rate
Alameda	\$ 333,305,533	\$ 4,124,525	\$ -	\$ 4,124,525	1.237 %
Alpine	802,395	8,252	-	8,252	1.028
Amador	5,764,627	58,517	-	58,517	1.015
Butte	25,899,689	287,358	142	287,216	1.109
Calaveras	8,057,494	87,805	-	87,805	1.090
Colusa	4,409,257	47,434	-	47,434	1.076
Contra Costa	228,482,059	2,659,761	754	2,659,007	1.164
Del Norte	2,047,882	21,476	-	21,476	1.049
El Dorado	36,567,769	389,761	-	389,761	1.066
Fresno	90,728,847	1,094,191	-	1,094,191	1.206
Glenn	3,841,268	42,619	-	42,619	1.110
Humboldt	15,113,451	165,825	-	165,825	1.097
Imperial	13,183,775	159,395	-	159,395	1.209
Inyo	5,039,233	53,107	-	53,107	1.054
Kern	95,891,515	1,201,457	-	1,201,457	1.253
Kings	12,333,671	134,865	-	134,865	1.093
Lake	7,985,947	89,768	-	89,768	1.124
Lassen	2,511,392	25,804	-	25,804	1.027
Los Angeles	1,719,147,993	20,265,146	4,444	20,260,702	1.179
Madera	16,626,976	184,116	-	184,116	1.107
Marin	86,617,530	987,041	-	987,041	1.140
Mariposa	2,669,807	27,952	-	27,952	1.047
Mendocino	12,891,114	147,461	-	147,461	1.144
Merced	27,795,777	303,495	-	303,495	1.092
Modoc	1,046,606	10,466	-	10,466	1.000
Mono	6,839,041	77,161	-	77,161	1.128
Monterey	74,710,467	810,622	-	810,622	1.085
Napa	44,334,042	490,362	546	489,816	1.105
Nevada	21,352,133	228,270	-	228,270	1.069
Orange	661,466,533	7,080,451	34,275	7,046,176	1.065
Placer	85,826,855	938,035	-	938,035	1.093
Plumas	4,664,005	51,975	-	51,975	1.114
Riverside	317,657,764	3,739,738	25,720	3,714,018	1.169
Sacramento	181,903,528	2,101,188	-	2,101,188	1.155
San Benito	9,847,993	121,627	7,513	114,113	1.159
San Bernardino	257,046,159	2,965,654	40,490	2,925,164	1.138
San Diego	582,279,010	6,818,405	-	6,818,405	1.171
San Francisco	301,409,161	3,616,807	-	3,616,807	1.200
San Joaquin	86,507,829	983,991	-	983,991	1.137
San Luis Obispo	62,050,205	677,647	-	677,647	1.092
San Mateo	257,235,621	2,867,407	-	2,867,407	1.115
Santa Barbara	91,982,428	985,748	857	984,891	1.071
Santa Clara	553,239,731	6,696,116	-	6,696,116	1.210
Santa Cruz	50,629,141	559,735	-	559,735	1.106
Shasta	20,315,648	226,547	2,045	224,501	1.105
Sierra	632,396	6,324	-	6,324	1.000
Siskiyou	5,278,687	55,616	-	55,616	1.054
Solano	60,049,261	709,543	-	709,543	1.182
Sonoma	99,510,981	1,162,930	-	1,162,930	1.169
Stanislaus	55,189,137	609,121	-	609,121	1.104
Sutter	10,827,341	118,922	-	118,922	1.098
Tehama	6,503,433	69,170	-	69,170	1.064
Trinity	1,819,356	18,773	-	18,773	1.032
Tulare	39,946,692	441,963	64	441,899	1.106
Tuolumne	8,086,601	87,098	-	87,098	1.077
Ventura	148,067,064	1,643,785	1,689	1,642,096	1.109
Yolo	30,873,701	335,495	-	335,495	1.087
Yuba	6,815,670	75,950	-	75,950	1.114
TOTAL	\$ 6,903,659,223	\$ 79,949,771	\$ 118,540	\$ 79,831,231	1.156 %

1. Non-total property levies are special district voter-approved tax levies that can include special taxes on intangibles, aircraft, baled cotton, special assessments, or any other property which is subject to a uniform statewide tax rate.

Attachment: Claim Summary CA Northern Railroad (10105 : Request to consider CA Northern Railroad claims for refund of property taxes)

File Edit View Tax Bill Reports Help

TCW0100v2.5.0.10: ASMT

Current Secured

Mar 21, 2024 8:36:51 AM (-07:00)

Asmt: 799-000-086-000 Tax Year 2020 As Of Date 03/21/2024 Owner's Name CALIFORNIA NORTHERN RAILROAD

Description
 Situs 1 Map 0810 06 001 Par 01 LSD FROM UPRR 000
 Situs 2 Unitary Improvements 000
 Fee Parcel 799-000-086-000
 Original Asmt 799-000-086-000
 Supplemental Count 0
 Rate A00 - 0.000 rate - (0%)

Address 1 3220 STATE ST, SUITE 200
 Address 2 SALEM, OR 97301
 Address 3
 Address 4

CORTAC Number
 Loan Number
 Name
 Phone Number Lender Number

Taxes	1	2	Total
	PAID	PAID	
Date	11/16/2020	11/16/2020	
Total Due	\$21,732.94	\$21,732.94	\$43,465.88
Total Paid	\$21,732.94	\$21,732.94	\$43,465.88
Balance	\$0.00	\$0.00	\$0.00

Status	C	TRA	000-002
Bill Type	SP	Event Date	
Taxability	000	Printed Date	10/07/2020
Roll Type	S	Acres	0.00

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Attachment: Claim Summary CA Northern Railroad (10105 : Request to consider CA Northern Railroad

File Edit View Tax Bill Reports Help

TCW0100v2.5.0.10: Taxes

Current Secured

Mar 21, 2024 8:36:55 AM (-07:00)

Asmt: 799-000-086-000

Tax Year 2020

As Of Date 03/21/2024

Owner's Name CALIFORNIA NORTHERN RAILROAD

Value and Rate Calculation

Value Base:	Rate	Value
2-Land (no mineral rights)	0.000000	
3-Land/Improvements (no min)	0.000000	
4-Land/Improvements /PP (no min)	0.000000	
5-Land w/mineral rights	0.000000	
6-Land/Improvements w/min	0.000000	
Net of all	1.149600	3,780,957

Non-Tax Deductible	\$0.00
Asmt Roll Year	2020

Ownership Calculations

Event Date		Days	0
Pro. Factor	0.000000	Percent	0.000000
From		Thru	
Days to Fiscal Year End			0

Installment Details

	1	2	Total
Due Date	12/10/2020	04/10/2021	
Tax	\$21,732.94	\$21,732.94	\$43,465.88
Penalty	\$2,173.29	\$2,173.29	\$0.00
Cost	\$0.00	\$20.00	\$0.00
Fees	\$0.00	\$0.00	\$0.00
Delq. Penalty	\$0.00	\$0.00	\$0.00
Total Due	\$21,732.94	\$21,732.94	\$43,465.88
Amt Paid	\$21,732.94	\$21,732.94	\$43,465.88
Balance	\$0.00	\$0.00	\$0.00
Date Paid	11/16/2020	11/16/2020	
Trans. Date	11/16/2020	11/16/2020	
Collection #	SN16 001 00111	SN16 001 00111	
Is Carry Over Paid	\$0.00		

☐ Is Carry Over Paid

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COLUSACOUNTY\mpts2000, 07/19/2021 12:01:16 AM

**COMPUTATION OF THE TAX RATE APPLICABLE TO
2020-21 PRIVATE RAILROAD CAR TAX ASSESSMENTS**
(Assessed Values and Levies in Thousands of Dollars)

Counties	Net Taxable Assessed Value	Total Levies	Non-total Property Levies ¹	Levies on Total Property	Average Tax Rate
Alameda	\$ 312,052,253	\$ 3,900,261	\$ -	\$ 3,900,261	1.250 %
Alpine	779,651	8,055	-	8,055	1.033
Amador	5,545,050	56,291	-	56,291	1.015
Butte	24,416,880	271,694	142	271,552	1.112
Calaveras	7,628,755	85,080	-	85,080	1.115
Colusa	4,288,510	47,181	-	47,181	1.100
Contra Costa	217,984,648	2,553,096	754	2,552,342	1.171
Del Norte	1,945,861	20,456	-	20,456	1.051
El Dorado	34,849,149	373,656	-	373,656	1.072
Fresno	86,142,442	1,030,665	-	1,030,665	1.196
Glenn	3,632,480	40,231	-	40,231	1.108
Humboldt	14,475,120	158,535	-	158,535	1.095
Imperial	12,797,657	154,632	-	154,632	1.208
Inyo	4,765,047	50,290	-	50,290	1.055
Kern	93,099,719	1,164,248	-	1,164,248	1.251
Kings	11,715,387	128,404	-	128,404	1.096
Lake	7,551,255	84,783	-	84,783	1.123
Lassen	2,450,936	25,199	-	25,199	1.028
Los Angeles	1,620,830,758	18,977,518	4,444	18,973,074	1.171
Madera	15,705,857	176,123	-	176,123	1.121
Marin	82,783,771	943,979	-	943,979	1.140
Mariposa	2,531,217	26,252	-	26,252	1.037
Mendocino	12,456,043	140,816	-	140,816	1.131
Merced	26,293,084	289,637	-	289,637	1.102
Modoc	1,027,434	10,274	-	10,274	1.000
Mono	6,501,831	73,414	-	73,414	1.129
Monterey	71,878,012	792,065	-	792,065	1.102
Napa	42,098,533	466,863	546	466,317	1.108
Nevada	20,448,091	219,869	-	219,869	1.075
Orange	630,269,740	6,743,189	34,275	6,708,914	1.064
Placer	81,482,949	894,880	-	894,880	1.098
Plumas	4,490,785	49,743	-	49,743	1.108
Riverside	299,575,397	3,519,425	25,720	3,493,705	1.166
Sacramento	171,686,888	1,983,495	-	1,983,495	1.155
San Benito	9,240,456	112,797	7,513	105,284	1.139
San Bernardino	242,746,330	2,804,333	40,490	2,763,843	1.139
San Diego	552,777,761	6,447,145	-	6,447,145	1.166
San Francisco	279,085,290	3,292,302	-	3,292,302	1.180
San Joaquin	80,557,041	919,191	-	919,191	1.141
San Luis Obispo	59,272,849	651,909	-	651,909	1.100
San Mateo	238,479,069	2,671,884	-	2,671,884	1.120
Santa Barbara	87,526,650	940,420	857	939,564	1.073
Santa Clara	517,690,838	6,264,159	-	6,264,159	1.210
Santa Cruz	48,382,546	533,142	-	533,142	1.102
Shasta	19,292,495	214,599	2,045	212,554	1.102
Sierra	602,954	6,039	-	6,039	1.002
Siskiyou	5,108,270	53,876	-	53,876	1.055
Solano	57,627,435	680,256	-	680,256	1.180
Sonoma	95,131,825	1,101,657	-	1,101,657	1.158
Stanislaus	52,531,917	581,166	-	581,166	1.106
Sutter	10,363,550	113,464	-	113,464	1.095
Tehama	6,131,948	65,604	-	65,604	1.070
Trinity	1,735,173	17,939	-	17,939	1.034
Tulare	37,888,251	421,155	64	421,091	1.111
Tuolumne	7,805,818	83,710	-	83,710	1.072
Ventura	142,162,266	1,567,723	1,689	1,566,034	1.102
Yolo	29,395,025	319,870	-	319,870	1.088
Yuba	6,384,221	71,221	-	71,221	1.116
TOTAL	\$ 6,524,101,170	\$ 75,395,863	\$ 118,540	\$ 75,277,323	1.154 %

1. Non-total property levies are special district voter-approved tax levies that can include special taxes on intangibles, aircraft, baled cotton, special assessments, or any other property which is subject to a uniform statewide tax rate.

Attachment: Claim Summary CA Northern Railroad (10105 : Request to consider CA Northern Railroad claims for refund of property taxes)

File Edit View Tax Bill Reports Help

TCW0100v2.5.0.10: ASMT

Current Secured

Mar 21, 2024 8:37:35 AM (-07:00)

Asmt: 799-000-086-000 Tax Year 2019 As Of Date 03/21/2024 Owner's Name CALIFORNIA NORTHERN RAILROAD

Description
 Situs 1 Map 0810 06 001 Par 01 LSD FROM UPRR 000
 Situs 2 Unitary Improvements 000
 Fee Parcel 799-000-086-000
 Original Asmt 799-000-086-000
 Supplemental Count 0
 Rate A00 - 0.000 rate - (0%)

Address 1 C/O GENESEE & WYOMING, PACIFIC REGION
 Address 2 3220 STATE ST, SUITE 200
 Address 3 SALEM, OR 97301
 Address 4

CORTAC Number
 Loan Number
 Name
 Phone Number Lender Number

Taxes	1	2	Total
	PAID	PAID	
Date	03/09/2020	03/09/2020	
Total Due	\$23,703.63	\$21,548.76	\$45,252.39
Total Paid	\$23,703.63	\$21,548.76	\$45,252.39
Balance	\$0.00	\$0.00	\$0.00

Status	C	TRA	000-002
Bill Type	SP	Event Date	
Taxability	000	Printed Date	10/07/2019
Roll Type	S	Acres	0.00

Fee Parcel - - - Owner
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COLUSACOUNTY\mpts2000, 07/20/2020 12:01:25 AM

Attachment: Claim Summary CA Northern Railroad (10105 : Request to consider CA Northern Railroad

File Edit View Tax Bill Reports Help

TCW0100v2.5.0.10: Taxes

Current Secured

Mar 21, 2024 8:37:53 AM (-07:00)

Asmt: 799-000-086-000 Tax Year 2019 As Of Date 03/21/2024 Owner's Name CALIFORNIA NORTHERN RAILROAD

Value and Rate Calculation

Value Base:	Rate	Value
2-Land (no mineral rights)	0.000000	
3-Land/Improvements (no min)	0.000000	
4-Land/Improvements /PP (no min)	0.000000	
5-Land w/mineral rights	0.000000	
6-Land/Improvements w/min	0.000000	
Net of all	1.231800	3,498,745

Non-Tax Deductible	\$0.00
Asmt Roll Year	2019

Ownership Calculations

Event Date		Days	0
Pro. Factor	0.000000	Percent	0.000000
From		Thru	
Days to Fiscal Year End			0

Installment Details

	1	2	Total
Due Date	12/10/2019	04/10/2020	
Tax	\$21,548.76	\$21,548.76	\$43,097.52
Penalty	\$2,154.87	\$2,154.87	\$2,154.87
Cost	\$0.00	\$20.00	\$0.00
Fees	\$0.00	\$0.00	\$0.00
Delq. Penalty	\$0.00	\$0.00	\$0.00
Total Due	\$23,703.63	\$21,548.76	\$45,252.39
Amt Paid	\$23,703.63	\$21,548.76	\$45,252.39
Balance	\$0.00	\$0.00	\$0.00
Date Paid	03/09/2020	03/09/2020	
Trans. Date	03/09/2020	03/09/2020	
Collection #	MM09 001 00017	MM09 001 00017	
Is Carry Over Paid	\$0.00		

☐ Is Carry Over Paid

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ASMT Owners Values Tax Codes Taxes Part Pays\Four Pays Coll. Refunds R/C Refunds Suppl. Index

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2019

COLUSACOUNTY\mpts2000, 07/20/2020 12:01:25 AM

**COMPUTATION OF THE TAX RATE APPLICABLE TO
2019-20 PRIVATE RAILROAD CAR TAX ASSESSMENTS**
(Assessed Values and Levies in Thousands of Dollars)

Counties	Net Taxable Assessed Value	Total Levies	Non-total Property Levies ¹	Levies on Total Property	Average Tax Rate
Alameda	\$ 291,584,052	\$ 3,620,011	\$ -	\$ 3,620,011	1.241 %
Alpine	753,072	7,532	-	7,532	1.000
Amador	5,317,153	54,006	-	54,006	1.016
Butte	23,284,221	259,542	137	259,405	1.114
Calaveras	7,297,573	80,125	-	80,125	1.098
Colusa	4,076,114	44,783	-	44,783	1.099
Contra Costa	207,317,373	2,381,568	758	2,380,810	1.148
Del Norte	1,857,462	19,514	-	19,514	1.051
El Dorado	33,480,321	355,981	-	355,981	1.063
Fresno	81,738,201	965,084	-	965,084	1.181
Glenn	3,310,027	35,884	-	35,884	1.084
Humboldt	13,870,459	151,611	-	151,611	1.093
Imperial	12,264,446	148,125	-	148,125	1.208
Inyo	4,642,511	49,253	-	49,253	1.061
Kern	89,360,740	1,107,975	-	1,107,975	1.240
Kings	11,100,761	120,690	-	120,690	1.087
Lake	7,164,525	79,588	-	79,588	1.111
Lassen	2,343,284	24,016	-	24,016	1.025
Los Angeles	1,513,553,599	17,884,719	4,302	17,880,417	1.181
Madera	14,913,377	162,401	-	162,401	1.089
Marin	78,831,205	909,659	-	909,659	1.154
Mariposa	2,424,021	25,245	-	25,245	1.041
Mendocino	12,086,264	136,231	-	136,231	1.127
Merced	24,580,694	267,534	-	267,534	1.088
Modoc	1,003,632	10,036	-	10,036	1.000
Mono	6,130,608	70,027	-	70,027	1.142
Monterey	67,379,614	740,516	-	740,516	1.099
Napa	39,515,417	441,944	517	441,427	1.117
Nevada	19,529,852	209,351	-	209,351	1.072
Orange	596,317,790	6,379,939	32,845	6,347,094	1.064
Placer	76,731,164	831,209	-	831,209	1.083
Plumas	4,338,490	47,241	-	47,241	1.089
Riverside	283,112,649	3,314,831	18,687	3,296,144	1.164
Sacramento	161,107,585	1,847,996	-	1,847,996	1.147
San Benito	8,551,047	103,448	8,689	94,759	1.108
San Bernardino	227,709,111	2,643,194	39,181	2,604,013	1.144
San Diego	522,649,858	5,970,650	-	5,970,650	1.142
San Francisco	259,243,174	3,017,949	-	3,017,949	1.164
San Joaquin	75,607,299	865,433	-	865,433	1.145
San Luis Obispo	56,159,730	620,183	-	620,183	1.104
San Mateo	222,619,978	2,476,540	-	2,476,540	1.112
Santa Barbara	83,342,402	898,539	910	897,629	1.077
Santa Clara	485,233,862	5,855,560	-	5,855,560	1.207
Santa Cruz	45,987,853	506,963	-	506,963	1.102
Shasta	18,487,626	205,389	1,979	203,410	1.100
Sierra	583,597	5,836	-	5,836	1.000
Siskiyou	4,955,027	52,292	-	52,292	1.055
Solano	54,446,530	649,880	-	649,880	1.194
Sonoma	89,896,409	1,045,789	74	1,045,715	1.163
Stanislaus	49,605,276	546,916	-	546,916	1.103
Sutter	9,907,953	108,941	-	108,941	1.100
Tehama	5,767,737	60,267	-	60,267	1.045
Trinity	1,670,899	17,162	-	17,162	1.027
Tulare	36,070,906	401,564	80	401,484	1.113
Tuolumne	7,492,677	80,237	-	80,237	1.071
Ventura	135,745,917	1,499,604	2,285	1,497,319	1.103
Yolo	27,912,060	298,939	-	298,939	1.071
Yuba	6,011,147	67,149	-	67,149	1.117
TOTAL	\$ 6,137,976,333	\$ 70,782,591	\$ 110,444	\$ 70,672,147	1.151 %

1. Non-total property levies are special district voter-approved tax levies that can include special taxes on intangibles, aircraft, baled cotton, special assessments, or any other property which is subject to a uniform statewide tax rate.

Attachment: Claim Summary CA Northern Railroad (10105 : Request to consider CA Northern Railroad claims for refund of property taxes)

COLUSA COUNTY

Office of
Robert Zunino
County Auditor-Controller

Holly Gallagher
Asst. Auditor-Controller



AUDITOR - CONTROLLER

546 Jay Street, Suite #202
Colusa, CA 95932

Phone: 530-458-0400
Fax: 530-458-0402

December 17, 2024

Ryan LLC
Attn: Ashley Moore
1233 W Loop S
Suite 1500
Houston, TX 77027

Re: Notice of Rejection of Claim for Refund of Property Taxes levied for fiscal year 2019-20 through fiscal year 2022-23

Dear Ashley:

On February 20, 2024 the Clerk of the Board of Supervisors received Claims for Refund on behalf of CA Northern Railroad with many revised claims submitted since this time.

Notice is hereby given that the above-referenced claims were rejected by the County of Colusa Board of Supervisors at the meeting held on December 17, 2024.

Colusa County correctly applied the statutorily set tax rate as required by California Revenue and Taxation Code §100(b).

California Revenue and Taxation Code §5141(a), states: An action brought under this article, except an action brought under Revenue and Taxation Code §5148, shall be commenced within six months from and after the date that the board of supervisors or city council rejects a claim for refund in whole or in part.

Please let us know if you have any questions.

Sincerely,

Brittany Wheeler
Accountant-Auditor III
Colusa County

Attachment: CA Northern Railroad Rejection Letter (10105 : Request to consider CA Northern Railroad claims for refund of property taxes)

Original



RECEIVED

MAR 04 2024

COUNTY OF COLUSA
BOARD OF SUPERVISORS

1233 W Loop S
Suite 1500
Houston, TX 77027
Tel. 713.629.0090
Fax 713.629.0227

www.ryan.com

RETURN RECEIPT REQUESTED**VIA CERTIFIED MAIL #9214 8969 0099 9790 1651 1047 86**

February 23, 2024

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

RE: CLAIM FOR REFUND OF PROPERTY TAXES
Taxpayer: California Northern Railroad
SBE Number:810

We found an error in the previously sent Claim for Refund. This is intended to amend the Claim for Refund for tax year 2019-2020.

Enclosed please find two copies of the Claim for refund of property tax for the above referenced taxpayer.

If you have any questions, please contact me at 713.629.0090 or Ashley.moore@Ryan.com.

Sincerely,

Ryan, LLC
Ashley Moore
Taxpayer's Representative
Enclosures – As Stated

Attachment: Ryan LLC, California Northern Railroad Claims For Refund FY 2019-20 (10105 : Request to consider CA Northern Railroad claims

Original

CLAIM FOR REFUND OF PROPERTY TAXES

To: Board of Supervisors, County of Colusa, California

The undersigned as California Northern Railroad, as delegated by the claimant herein, hereby makes this claim for refund of property tax on behalf of the claimant pursuant to Revenue and Taxation Code section 5097 and demands that the Board of Supervisors make its order directing the controller of said County to refund to claimant the sum of \$4,611.34 in taxes levied for the fiscal year 2019/2020. In support of said claim the undersigned states:

1. Claimant is and at all times herein mentioned was California Northern Railroad, a limited liability company duly organized and existing under the laws of the State of Oregon, with its principal place of business located at 200 Meridian Centre Ste 300 Rochester, NY 14618.
2. For fiscal year 2019/2020, the California State Board of Equalization assessed the value of claimant's unitary and nonoperating California property pursuant to its authority under Article XIII, section 19 of the California Constitution and section 721 of the Revenue and Taxation Code. Pursuant to its authority under Revenue and Taxation Code section 756, the California Board of Equalization transmitted a roll showing claimants unitary and nonoperating property in Colusa County. On the basis of said assessment and transmittal of said roll, taxes were levied on said property for said fiscal year in the sum of \$43,097.54 (Exhibit 1) and paid by claimant on full on or about March 3, 2020 (Exhibit 2).
3. Claimant is entitled to a refund of a portion of said taxes in the amount of \$4,611.34, plus appropriate interest, on the grounds that said taxes were erroneously and illegally collected, or illegally assessed or levied, for the following reasons:

- a. The property tax rate applied to compute claimant's property taxes was in excess of the rate applied in the same year to property in the county assessed by the assessor of Colusa County, in violation of Article XIII, section 19 of the California Constitution and ITT World Communications v. City and County of San Francisco, 37 Cal. 3d 859 (1985).
- b. The property tax rate applied to compute claimant's property taxes exceeded the rate allowed by Article XIII A, section 1 of the California Constitution.
- c. The excess taxes are direction violation of the Railroad Revitalization and Regulatory Reform Act of 1976, 49 U.S.C. Section 11501 (b) (3).

4. No refund of said taxes, or any part thereof, has been previously made.

I declare under penalty of perjury that the foregoing is true and correct, and that I am authorized by claimant to make this claim for refund.

Dated: February 23, 2024 at 1233 West Loop S STE1500 Houston, TX 77027.

Name: Ashley N Moore

Title: Authorized Agent

Signature: 

STATEMENT OF AUTHORIZATION

STATE OF CALIFORNIA
BOARD OF EQUALIZATION**2023**

Please return completed form to the State-Assessed Properties Division, Board of Equalization, P.O. Box 942879, MIC:61, Sacramento, CA 94279-0061. If you have any questions, you may contact us at 1-916-274-3270.

		SBE NUMBER 0810	
COMPANY NAME California Northern Railroad Company			
ADDRESS 200 Meridian Centre, Suite 300			
CITY Rochester		STATE NY	ZIP CODE 14618
DESIGNATED REPRESENTATIVE Ashley Moore			
		EMAIL ADDRESS Ashley.Moore@ryan.com	
ADDRESS 1233 W Loop S Suite 1600			
CITY Houston		STATE TX	ZIP CODE 77027
TELEPHONE NUMBER 713.629.0090		FAX NUMBER 713.629.0227	

Please be advised that the person listed above is authorized to act as our designated representative before the California State Board of Equalization in connection with the assessment of our property. Our designated representative may inspect or copy all information, documents, and records, including narrations and workpapers relating to the appraisal and the assessment of our property during the period January 1, 2022, through December 31, 2022, for the lien date 2023. I understand that this form must be filed annually in order for the representative status to remain current.

OWNER, PARTNER, OR OFFICER'S SIGNATURE <i>Lauren Valerio</i>	DATE 1/13/2023
SIGNATORY'S PRINTED NAME Lauren Valerio	TITLE Senior Accounting Manager

PRINT

Packet Pg. 712

Attachment: Ryan LLC, California Northern Railroad Claims For Refund FY 2019-20 (10105 : Request to consider CA Northern Railroad claims

EXHIBIT 1



PAID ITEMS PRINT

11/20/2023 13:20

R/T#:

Account#: 38878089

Checks:

Sequence#	R/T#	Account#	Check#	Paid Date	Amount
1200754340	3110020	38878089	881090	03/10/2020	\$ 45252.39

ORIGINAL CHECK HAS MULTIPLE SECURITY FEATURES. PRINTED ON CHEMICAL REACTIVE TONER FUSE PAPER-SEE BACK FOR DETAILS

Genesee & Wyoming Inc. and
Related Companies
200 Meridian Centre
Suite 300
Rochester, NY 14618

Citibank, N.A.
One Penn's Way
New Castle, DE 19720

0000881090
62-20311

DATE 03/03/2020 AMOUNT \$45,252.39

Forty Five Thousand Two Hundred Fifty Two Dollars and 39 Cents

Pay to the Order of:

COLUSA COUNTY TAX COLLECTOR
647 MARKET ST
STE 111
COLUSA, CA 95932
USA

Required if over \$50,000 Void After 180 Days

Chet 2

⑈0000881090⑈

⑆031100209⑆

38878089⑈

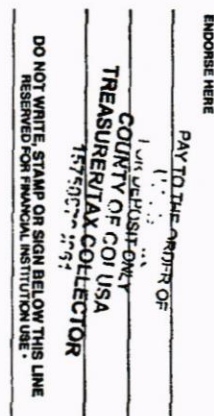


EXHIBIT 2

FOR PUBLICATION

UNITED STATES COURT OF APPEALS
FOR THE NINTH CIRCUITBNSF RAILWAY COMPANY,
Plaintiff-Appellee,

v.

COUNTY OF ALAMEDA; COUNTY OF
CONTRA COSTA; COUNTY OF
FRESNO; COUNTY OF KERN; COUNTY
OF MADERA; COUNTY OF MERCED;
COUNTY OF ORANGE; COUNTY OF
PLUMAS; COUNTY OF RIVERSIDE;
COUNTY OF SAN BERNARDINO;
COUNTY OF SAN JOAQUIN; COUNTY
OF STANISLAUS; COUNTY OF
TULARE,*Defendants-Appellants,*

and

COUNTY OF SAN DIEGO,

Defendant.

No. 20-15896

D.C. No.
4:19-cv-07230-
HSG

2 BNSF RAILWAY V. COUNTY OF ALAMEDA

BNSF RAILWAY COMPANY,
Plaintiff-Appellee,

v.

COUNTY OF SAN DIEGO,
Defendant-Appellant,

and

COUNTY OF ALAMEDA; COUNTY OF
 CONTRA COSTA; COUNTY OF
 FRESNO; COUNTY OF KERN; COUNTY
 OF MADERA; COUNTY OF MERCED;
 COUNTY OF ORANGE; COUNTY OF
 PLUMAS; COUNTY OF RIVERSIDE;
 COUNTY OF SAN BERNARDINO;
 COUNTY OF SAN JOAQUIN; COUNTY
 OF STANISLAUS; COUNTY OF
 TULARE,

Defendants.

No. 20-15897

D.C. No.
 4:19-cv-07230-
 HSG

OPINION

Appeal from the United States District Court
 for the Northern District of California
 Haywood S. Gilliam, Jr., District Judge, Presiding

Argued and Submitted June 17, 2021
 San Francisco, California

Filed August 5, 2021

BNSF RAILWAY V. COUNTY OF ALAMEDA 3

Before: Sidney R. Thomas, Chief Judge, and
Daniel A. Bress and Patrick J. Bumatay, Circuit Judges.

Opinion by Chief Judge Thomas

SUMMARY*

Tax

The panel affirmed the district court's preliminary injunction in favor of BNSF Railway Company in BNSF's action alleging that several California counties are taxing railroad property at a higher rate than the rate applicable to commercial and industrial property in the same assessment jurisdiction, in violation of the Railroad Revitalization and Regulatory Reform Act of 1976, 49 U.S.C. § 11501(b)(3).

The panel held that the district court applied the correct preliminary injunction standard under 49 U.S.C. § 11501, which does not require courts to consider traditional equitable factors. Instead, binding circuit precedent establishes that a railroad is entitled to a preliminary injunction if its evidence demonstrates reasonable cause to believe that a violation of § 11501 has been, or is about to be committed.

The district court had observed that it is difficult to apply § 11501 to California, because California has no specific tax rate for commercial and industrial property. The panel held that the district court properly analyzed BNSF's tax rate

* This summary constitutes no part of the opinion of the court. It has been prepared by court staff for the convenience of the reader.

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under *Trailer Train Co. v. State Board of Equalization*, 697 F.2d 860, 867 (9th Cir.), *cert denied*, 464 U.S. 846 (1983), which provides a framework for identifying the proper tax comparison rate—in this case, a county’s average tax rate. The panel further held that the district court properly concluded that the Counties were overtaxing BNSF’s property in violation of § 11501(b)(3), because BNSF’s tax rate was higher than the average countywide tax rates for each county. Accordingly, the panel affirmed the district court.

The district court had rejected the Counties’ contention that the relevant assessment jurisdiction is the State. The panel suggested that, as proceedings continue, the district court consider in the first instance whether the State or the county is the proper assessment jurisdiction.

COUNSEL

Margaret R. Prinzing (argued), Robin B. Johansen, and Omar El-Qoulaq, Olson Remcho LLP, Oakland, California, for Defendants-Appellants County of Alameda, County of Contra Costa, County of Fresno, County of Kern, County of Madera, County of Merced, County of Orange, County of Plumas, County of Riverside, County of San Bernardino, County of San Joaquin, County of Stanislaus, and County of Tulare.

Laura E. Blome (argued), Senior Deputy; Thomas E. Montgomery, County Counsel; Office of County Counsel, San Diego, California; for Defendant-Appellant County of San Diego.

BNSF RAILWAY V. COUNTY OF ALAMEDA

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Benjamin J. Horwich (argued), Munger Tolles & Olson LLP, San Francisco, California; Jessica Reich Baril, Munger Tolles & Olson LLP, Los Angeles, California; Misty Smith Kelley and John M. Phillips, Baker Donelson Bearman Caldwell & Berkowitz PC, Chattanooga, Tennessee; for Plaintiff-Appellee.

OPINION

THOMAS, Chief Judge:

This appeal requires us to consider whether California's taxation of railroad property complies with the Railroad Revitalization and Regulatory Reform Act of 1976, Pub. L. No. 94-210, § 306, 90 Stat. 31, 54-55 (1976) ("the 4-R Act"). BNSF Railway Company ("BNSF") owns property in various California Counties ("the Counties"). BNSF alleges that the Counties are taxing its property at a higher rate than the rate applicable to commercial and industrial property in the same assessment jurisdiction, in violation of the 4-R Act. 49 U.S.C. § 11501(b)(3).

The district court determined that the proper preliminary injunction standard under the 4-R Act asks whether BNSF had shown a "reasonable cause to believe" that the 4-R Act was being violated, and that the proper comparison class was the average countywide tax rate for each County. The district court issued a preliminary injunction, concluding BNSF had shown that the Counties were violating the 4-R Act because BNSF's tax rate was higher than the average countywide tax rates for each County.

6 BNSF RAILWAY V. COUNTY OF ALAMEDA

The district court had jurisdiction under 49 U.S.C. § 11501(c). We have jurisdiction under 28 U.S.C. § 1292(a). We review for abuse of discretion a district court's decision regarding preliminary injunctive relief. *Puente Ariz. v. Arpaio*, 821 F.3d 1098, 1103 (9th Cir. 2016). We review findings of fact for clear error and conclusions of law de novo. *Indep. Living Ctr. of S. Cal., Inc. v. Shewry*, 543 F.3d 1050, 1055 (9th Cir. 2008). However, where a district court's ruling rests solely on a premise of law and the facts are either established or undisputed, review is de novo. *See Harris v. Bd. of Supervisors, L.A. Cnty.*, 366 F.3d 754, 760 (9th Cir. 2004). We affirm.

I

A

Congress passed the 4-R Act out of concern for the financial stability of the nation's railway system. *Burlington N. R.R. Co. v. Okla. Tax Comm'n*, 481 U.S. 454, 457 (1987) (quoting 4-R Act § 101(a)). Recognizing that "railroads are easy prey for State and local tax assessors in that they are nonvoting, often nonresident, targets for local taxation, who cannot easily remove themselves from the locality," *Dep't of Revenue of Or. v. ACF Indus., Inc.*, 510 U.S. 332, 336 (1994) (internal quotation marks and citation omitted), Congress instituted "a prohibition on discriminatory state taxation of railroad property," *Okla. Tax Comm'n*, 481 U.S. at 457.

The 4-R Act establishes that "[t]he following acts unreasonably burden and discriminate against interstate commerce, and a State [or locality] may not do any of them:"

BNSF RAILWAY V. COUNTY OF ALAMEDA

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(1) Assess rail transportation property at a value that has a higher ratio to the true market value of the rail transportation property than the ratio that the assessed value of other commercial and industrial property in the same assessment jurisdiction has to the true market value of the other commercial and industrial property.

(2) Levy or collect a tax on an assessment that may not be made under paragraph (1) of this subsection.

(3) Levy or collect an ad valorem property tax on rail transportation property at a tax rate that exceeds the tax rate applicable to commercial and industrial property in the same assessment jurisdiction.

(4) Impose another tax that discriminates against a rail carrier providing transportation subject to the jurisdiction of the Board under this part.

49 U.S.C. § 11501(b).¹

¹ This provision was originally contained in § 306 of the 4-R Act. 90 Stat. 31, 54–55. The language “was slightly altered” upon recodification in 1978, but such alteration “may not be construed as making a substantive change in the laws repealed.” *Okla. Tax Comm’n*, 481 U.S. at 457 n.1 (internal quotation marks and citation omitted). Therefore, we “resolve any substantive conflicts between the original language of § 306 and the language in § [11501] in favor of the original language.” *Burlington N. R.R. Co. v. Dep’t of Revenue of State of Wash.*,

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B

As the district court stated, California's system of property taxation "is, in a word, complicated." California employs an ad valorem (or value-based) property tax system. Cal. Const. art. XIII, § 1. Taxation follows a three-step process: (1) the value of taxable property is assessed, (2) the tax rate is computed, and (3) the tax is levied from the taxpayer. For most property, its value is assessed (and its rate is calculated) at the local level. *See* Cal. Rev. & Tax. Code § 404. But for a subset of property delineated in the California Constitution, including railroad property, the State assesses the value and calculates the applicable rate. Cal. Const. art. XIII, § 19.²

1

An understanding of California's system of taxation of locally assessed property is important for resolution of this case. Most property in California is locally assessed. County-level assessors determine the value of this property

934 F.2d 1064, 1066 n.1 (9th Cir. 1991). We reproduce the language of the original § 306 as relevant *infra*.

² California's Constitution establishes which property is state-assessed: "(1) pipelines, flumes, canals, ditches, and aqueducts lying within 2 or more counties and (2) property, except franchises, owned or used by regulated railway, telegraph, or telephone companies, car companies operating on railways in the State, and companies transmitting or selling gas or electricity." Cal. Const. art. XIII, § 19.

BNSF RAILWAY V. COUNTY OF ALAMEDA

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for tax purposes. *See* Cal. Rev. & Tax. Code § 404.³ This property is classified into one of two rolls: the secured roll or the unsecured roll. The secured roll contains “property the taxes on which are a lien on real property sufficient . . . to secure payment of the taxes.” *Id.* § 109. In practice, this is most real property. The unsecured roll contains all other property. *Id.* § 109; 1 Sean Flavin, *Taxing California Property* §§ 12:3–12:4 (4th ed. 2020). There is no further subdivision based on use; for example, both the secured and unsecured roll contain both residential property and commercial and industrial property.

After determining the appropriate roll, Counties next assign locally assessed property to a particular tax rate area (“TRA”) based on the property’s location, and that TRA’s tax rate is applied to the property. A TRA is a small geographical area serviced by the same combination of local government entities, including the county, city, special district, and school districts. Cal. Rev. & Tax. Code § 95(g). A county may have hundreds or thousands of TRAs—for example, San Diego County has over five thousand TRAs.⁴

The tax rate for property on the secured roll is taxed at a rate calculated under a formula found in § 93 of the California Revenue and Taxation Code (“the Code”), and it

³ The assessment ratio of real property is limited by constitutional amendment in California. *See* Cal. Const. art. XIII A, § 1 (“Proposition 13”).

⁴ San Diego County requests that we take judicial notice of several publicly available documents explaining the taxation process in that County and in California. These documents are matters of public record, and we grant the motion. Fed. R. Evid. 201(b)(1)–(2); *Lee v. City of Los Angeles*, 250 F.3d 668, 689 (9th Cir. 2001).

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is specific to a particular TRA. The § 93 formula contains two components: the first component is a general tax levy, calculated at 1%. Cal. Const. art. XIII A, § 1(a); Cal. Rev. & Tax. Code § 93. The second component, referred to as the “debt service component,” is the amount needed as a percentage of property values to produce enough revenue to make payments for the interest and principal on all voter-approved bonded indebtedness issued by any of the various local entities, Cal. Rev. & Tax. Code § 93; *see also* Cal. Gov. Code § 29100, such as a voter-approved bond that funds school construction in the elementary school district serving that TRA. For locally assessed property on the unsecured roll, the rate is the § 93 rate for the previous year for that TRA. Cal. Const. art. XIII, § 12; Cal. Rev. & Tax. Code § 2905. This formula ensures that each TRA will have enough revenue to make payments for the interest and principal on its bonded indebtedness. The rate is then applied to the assessed value of the property on the assessment rolls, *see* Cal. Rev. & Tax. Code § 2152, and collected. *Id.* § 2602. As a result, each County, with its hundreds or thousands of TRAs, likewise has hundreds or thousands of different tax rates applied to property in that County, and these rates apply to all property in that TRA, without regard to use, i.e., whether commercial and industrial or residential or otherwise.

2

Other property, including railroad property, is State-assessed. *See* Cal. Const. art. XIII, § 19. State-assessed property is also classified onto either the secured or unsecured roll. However, for this property, the *State* assesses its value for tax purposes, as opposed to the counties, Cal.

BNSF RAILWAY V. COUNTY OF ALAMEDA 11

Const. art. XIII, § 19, and applies a different formula to calculate the tax rate. *See* Cal. Rev. & Tax. Code § 100.

The assessment process for some of this property, including BNSF's property, is different from standard local assessment. For this subset of State-assessed property, known as "unitary property," the value is calculated under the unit valuation method. *Id.* §§ 723, 723.1. Under this method, the State Board of Equalization ("the State Board") first calculates the value of a taxpayer's entire system, i.e., BNSF's railroad property nationwide. Then, the State Board allocates a portion of that value to California, and further allocates that value among the various counties in which the taxpayer's property is located. The unit valuation method is meant to account for the valuation of assets where the component parts are valuable as a whole, but less valuable in isolation. For example, in the railway context, "ten miles of [railroad] track would have a questionable value, other than as scrap, without the benefit of the rest of the system as a whole." *Am. Airlines, Inc. v. Cnty. of San Mateo*, 912 P.2d 1198, 1208 (Cal. 1996) (alterations and citation omitted).

The tax rate applied to State-assessed property is calculated under a formula different from the § 93 formula. Due to a lengthy legislative history, unitary property holders do not need to demonstrate the TRAs in which their property is located.⁵ Instead, their countywide value is allocated to a

⁵ Prior to 1986, the value of unitary property was not allocated to the counties—instead, taxpayers reported to individual local TRAs where their property was located. There was no separate tax rate for unitary property; the local taxing jurisdictions applied their own rates. Under this system, an individual assessee had to report in thousands of TRAs. A series of state legislation established today's system. *See* 1986 Cal. Stat. 5217, 5223–24 (establishing that the State Board will allocate unitary

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countywide TRA with a single tax rate. *See* Cal. Rev. & Tax. Code § 100.11(a)(2)(B). For this reason, the tax rate applied cannot be informed by the debt service needs of the particular TRA where the property is located. *Compare id.* § 93. State-assessed property is therefore taxed under a different formula established in § 100 of the Code, the “unitary rate.” *Id.* § 100.

Like § 93, § 100’s first component is effectively a 1% general tax levy. *Id.* § 100(b)(1). Section 100’s second component is also a debt service component, but it is calculated differently from § 93’s. Section 100’s debt service component is calculated as the previous year’s unitary debt service rate, *see id.* § 100(b)(2)(A), multiplied by the percentage change between the two preceding fiscal years in the county’s ad valorem debt service *levy* (not rate) for the secured roll. *Id.* § 100(b)(2)(B). The formula for the second component means that the unitary rate is based on the change in absolute dollars of the county’s debt service rate, not changes in the percentage that taxpayers are paying. According to BNSF, it is this component that accounts for the divergence between the § 100 and § 93 rates. Specifically, if the tax rate applied to the secured roll increases, but the property values also rise, the § 93 rate will not rise. But the

property value to a county’s existing TRAs, irrespective of the property’s actual location); 1987 Cal. Stat. 2959, 2959–61 (creating a single countywide TRA for unitary property so that each taxpayer receives only one tax bill per county); 1988 Cal. Stat. 2087, 2094–95 (tying the tax rates for unitary property to the unitary and operating non-unitary data rather than the total county-wide data, effectively implementing what is now § 100(b)(2)(A)). In 2006, the 1987 and 1988 laws were applied to railroads, 2006 Cal. Legis. Serv. ch. 791 (A.B. 2670) (West), via a bill “introduced on behalf of the California Railroad Industry,” including BNSF.

BNSF RAILWAY V. COUNTY OF ALAMEDA

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§ 100 rate will increase because it is based on the increase in actual dollars of debt service tax paid. The difference in tax rates between the countywide average tax rates (labeled as the "Section 11501 Benchmark Rate") and BNSF's rate (the "Plaintiff Unitary Rate") for the 2019–2020 tax year are represented below:

County	2019–20 Plaintiff Unitary Rate	2019–20 Section 11501 Benchmark Rate
Alameda	2.5187%	1.241%
Contra Costa	1.6865%	1.148%
Fresno	1.370408%	1.181%
Kern	1.611299%	1.24%
Kings	1.326084%	1.087%
Madera	1.203169%	1.089%
Merced	1.4109014%	1.088%
Orange	1.28173%	1.064%
Plumas	1.11652%	1.089%
Riverside	1.76133%	1.164%
San Bernardino	1.3645%	1.144%
San Diego	1.62331%	1.142%
San Joaquin	1.6922%	1.145%
Stanislaus	1.38011%	1.103%
Tulare	1.4002%	1.113%

The countywide average rates are calculated by the State Board every year, as required by statute. Cal. Rev. & Tax. Code § 11403. This average is calculated by dividing (1) the sum of all ad valorem property tax levies for a given county

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per year by (2) the sum of the assessed values of all property in that county for that year. *Id.*

C

Observing that BNSF's tax rate had deviated from the average countywide tax rates in each County, BNSF filed suit on November 1, 2019, alleging a violation of 49 U.S.C. § 11501(b)(3). BNSF sought a preliminary injunction preventing the Counties from collecting taxes at a rate higher than each County's average rate. The district court granted the preliminary injunction, noting that the law of this circuit does not require courts to consider traditional equitable factors in considering a § 11501 case, and instead requires issuance of a preliminary injunction upon a showing that "a violation of [§ 11501] has been, or is about to be committed." See *Burlington N. R.R. Co. v. Dep't of Revenue of State of Wash. (Burlington Northern v. Washington)*, 934 F.2d 1064, 1074-75 (9th Cir. 1991).

On the merits, the district court observed that the trouble with 4-R Act analysis in California is that "California has no specific tax rate for commercial and industrial property" against which to compare a railroad's rate. Accordingly, the court followed the approach outlined in *Trailer Train Co. v. State Board of Equalization*, 697 F.2d 860, 867 (9th Cir.), *cert. denied*, 464 U.S. 846 (1983), for identifying a proper comparison rate. The court first addressed *Trailer Train's* recommended comparison rate—the rate applicable to whichever roll, secured or unsecured, contains the "majority of the commercial and industrial property" in the State. *Id.* at 867. Although the secured roll almost certainly contains the majority of commercial and industrial property, the "tax rate applicable" to the secured roll, *id.*, "cannot be

BNSF RAILWAY V. COUNTY OF ALAMEDA 15

determined,” because property on the secured roll is “spread among the hundreds or thousands of TRAs in each County.” In other words, there is no single identifiable tax rate applicable to the secured roll. Therefore, the district court followed *Trailer Train*’s fallback approach and compared BNSF’s tax rate to the *average* tax rate. *See Trailer Train*, 697 F.2d at 867. In doing so, it used Counties as the relevant assessment jurisdiction. Although this property too is spread across hundreds or thousands of TRAs, the *average* rate is readily available, since the State Board is required by statute to calculate it each year. *See* Cal. Rev. & Tax. Code § 11403.

The district court rejected the Counties’ proposal to compare BNSF’s rate only to the rates for other State-assessed taxpayers—who pay the same § 100 rate that BNSF pays. The Counties argued that the relevant “assessment jurisdiction” is the State, and as such the court should compare only to other State-assessed property. *See* 49 U.S.C. § 11501(b)(3). The district court held that, even if the State (as opposed to the County) were the appropriate assessment jurisdiction, the commercial and industrial property *in the State* is clearly not limited to the group of mostly utility company property that is State-assessed. *See* Cal. Const. art. XIII, § 19. Moreover, the court observed that to limit the comparison class to “a relatively narrow subset of other state-assessed utilities and other entities that pay the same unitary tax rate,” would depart from Congress’s intention to “link railroads’ fate” to commercial and industrial taxpayers.

The district court also rejected the Counties’ argument that BNSF needed to make an independent showing of discrimination in order to prevail under § 11501(b)(3). The court held that subsection (b)(3) “does not require proof of discrimination, because Congress has already declared in the

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preface of Section 11501(b) that the imposition of such an ad valorem property tax rate disparity ‘unreasonably burden[s] and discriminate[s] against interstate commerce.’”

The district court’s amended preliminary injunction order requires BNSF to deposit the enjoined amount of taxes for the 2019–2020 tax year in an escrow account and deposit the enjoined amount for future tax years when those tax payments would be due. The preliminary injunction enjoins the collection of only the disputed portion of BNSF’s taxes, not the collection of the undisputed taxes.

II

As a threshold matter, we must first determine whether the district court applied the correct standard in awarding a preliminary injunction to BNSF. We generally consider traditional equitable factors when evaluating requests for preliminary injunctions. *See BOKF, NA v. Estes*, 923 F.3d 558, 561–62 (9th Cir. 2019) (listing factors). However, in some circumstances, a statute will prescribe that a showing of a violation of the statute alone warrants the issuance of a preliminary injunction. *See Burlington Northern v. Washington*, 934 F.2d at 1074 (quoting *Atchison, Topeka and Santa Fe Ry. Co. v. Lennen*, 640 F.2d 255, 258 (10th Cir. 1981)); *cf. Weinberger v. Romero-Barcelo*, 456 U.S. 305, 313–14 (1982). In *Trailer Train*, we held that the 4-R Act falls within this limited category, 697 F.2d at 869, and we reaffirmed that reasoning more recently in *Burlington Northern v. Washington*, 934 F.2d at 1074 (“Although we need not reach this issue, we note that [this injunction standard] is supported by the existing case law.”). As the district court correctly observed, these cases constitute binding circuit precedent establishing the proper injunction

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standard for violations of the 4-R Act: the railroad “is entitled to a preliminary injunction if its evidence demonstrates reasonable cause to believe that [§ 11501] has been violated, or is about to be violated.” *Id.* at 1075 (internal quotation marks omitted).

Romero-Barcelo does not qualify as intervening irreconcilable authority that would require deviation from our circuit precedent. See *Miller v. Gammie*, 335 F.3d 889, 893 (9th Cir. 2003) (en banc). First, and importantly, *Romero-Barcelo* was not intervening authority: it was decided on April 27, 1982, after *Trailer Train* was argued but more than seven months before *Trailer Train* was decided on January 25, 1983. Compare *Romero-Barcelo*, 456 U.S. at 305, with *Trailer Train*, 697 F.2d at 860. Thus, the *Trailer Train* panel had the benefit of consulting the reasoning in *Romero-Barcelo* before issuing its decision.⁶

Second, *Romero-Barcelo* is not irreconcilable with *Trailer Train*. The irreconcilability requirement is a “high standard.” *FTC v. Consumer Def., LLC*, 926 F.3d 1208, 1213 (9th Cir. 2019). “[I]f we can apply our precedent consistently with that of the higher authority, we must do so. . . . [I]t is not enough for there to be some tension between the intervening higher authority and prior circuit precedent.” *Id.* (internal quotation marks and citations omitted). In *Romero-Barcelo*, the Supreme Court held that a certain provision of the Federal Water Pollution and Control Act did not withdraw courts’ traditional equitable discretion. 456 U.S. at 320. The

⁶ We also note that this court reaffirmed *Trailer Train*’s preliminary injunction standard in 1991 in *Burlington Northern v. Washington*, nearly a decade after *Romero-Barcelo* was decided. *Burlington Northern v. Washington*, 934 F.2d at 1074–75.

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Supreme Court cautioned that courts should apply equitable principles “[u]nless a statute in so many words, or by a necessary and inescapable inference, restricts the court’s jurisdiction in equity.” *Id.* at 313 (quoting *Porter v. Warner Holding Co.*, 328 U.S. 395, 398 (1946)). These instructions are not “irreconcilable” with our holding in *Trailer Train* that § 11501 “clearly falls within” the exception for statutes that “specifically provide[] for injunctive relief.” 697 F.2d at 869. Indeed, *Trailer Train* followed these requirements, looking to the language of the original § 306, which specified that “the district courts of the United States shall have jurisdiction . . . to grant such mandatory or prohibitive injunctive relief . . . as may be necessary to prevent, restrain, or terminate any acts in violation of this section.” 4-R Act of 1976, § 306(2) (emphasis added); *Trailer Train*, 697 F.2d at 869 & n.16. *Trailer Train*’s interpretation of this language is a holding that we “can apply . . . consistently,” *Consumer Def.*, 926 F.3d at 1213, with the Supreme Court’s instruction in *Romero-Barcelo* to look to the statute’s direct command or necessary and inescapable inference. *See* 456 U.S. at 313. The district court applied the correct injunction standard to this case.

III

On the merits, the Counties’ arguments fall into three categories. The first two involve the Counties’ contention that the district court erred in selecting the countywide average tax rates as the baseline rate against which it compared BNSF’s rate. First, the Counties argue that the district court only arrived at that rate by following the *Trailer Train* framework, which was error because *Trailer Train* involved a prior version of California’s property taxation system, under which railroads were not taxed at the unitary

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rate. Second, the Counties argue that the district court should have disregarded the *Trailer Train* framework and compared BNSF's property only to other property taxed at the unitary rate, see Cal. Rev. & Tax. Code § 100, since this is the only property in the same "assessment jurisdiction." 49 U.S.C. § 11501(b)(3); see *id.* § 11501(a)(2). Third, and separately, the Counties contend that BNSF was required to make a threshold showing that its tax rate was not only different, but also discriminatory. BNSF cannot do so, the Counties contend, because they are justified in taxing BNSF subject to the unitary rate since BNSF lobbied for the change in state law that subjected it to this rate. We address each argument in turn.

A

The 4-R Act prohibits States and localities from taxing railroad property "at a tax rate that exceeds the tax rate generally applicable to commercial and industrial property in the same assessment jurisdiction." 49 U.S.C. § 11501(b)(3). As we noted in *Trailer Train*, and as is still true today, it is difficult to apply this statute to California, since California "has no specific tax rate for commercial and industrial property." *Trailer Train*, 697 F.2d at 867. Thus, the baseline rates to which we should compare a railroad's rate are not readily apparent.

We first addressed this issue in *Trailer Train* in 1983, the only time this court has applied subsection (b)(3) to California's system of taxation. At that time, the tax rate applied to private rail cars was essentially the weighted average of the prior year's secured and unsecured rates. *Id.* at 863. The Board determined that the recently established tax rate limitations in Proposition 13 applied to private

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railcars, and it taxed Trailer Train's property at the lower rate required by Proposition 13 for the 1978–1979 tax year. *Id.* at 863–64. In 1980, when the California Supreme Court ruled that the Proposition 13 tax rate limitation did not apply to the unsecured roll, the Board interpreted the Court's decision to mean Proposition 13 must not apply to private railcars and determined that its rate reduction on railcars for the 1978–1979 tax year was improper. *Id.* The Board recalculated the tax at a higher rate. *Id.* Railway companies sued to enjoin collection of taxes at the higher rate as a violation of 49 U.S.C. § 11501(b)(3). *Id.*

To address the issue of the proper comparison rate, *Trailer Train* outlined two approaches. The first approach instructs a court to ascertain which roll, secured or unsecured, contains the majority of California's commercial and industrial property. *Id.* at 867. "The tax rate applicable to the roll that contained the majority of commercial and industrial property shall be deemed" the proper comparison rate. *Id.* As a second, fallback approach, the court instructed that, if that determination is "not possible, the average tax rate for all property shall be used as the basis for comparison." *Id.*⁷

The Counties do not suggest any persuasive reason for departing from this framework. To be sure, the choice between the secured roll, the unsecured roll, or the average of

⁷ The district court was correct to move to *Trailer Train*'s second option when no party offered data reflecting the tax rate applicable to the secured roll or otherwise limited to only commercial and industrial property. We are not persuaded by the Counties' contention that BNSF should have provided such data. BNSF's expert represented below that BNSF did not believe those numbers were "published or readily ascertainable." If the Counties, who are in possession of the tax rate data, wish the district court to consider these rates, then they may produce them.

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all tax rates had the potential for a more significant impact at the time of *Trailer Train*: at that time, the two rates were quite different, *see id.* at 864, whereas today they may not diverge as dramatically. However, the district court was correct that the central question of *Trailer Train*—how to identify the proper comparison rate to capture commercial and industrial property in California, *see id.* at 867—remains equally relevant in this case. This is the question that *Trailer Train* answered by pointing us to either the rate applicable to the secured or unsecured roll or the average rate applied to all property. The evolution in California’s system of taxation does not provide a sufficient reason to deviate from these instructions.⁸

B

The Counties also urge deviation from *Trailer Train* because the district court should have compared BNSF’s rate to other State-assessed taxpayers’ rates rather than the countywide averages, since the only property in the same “assessment jurisdiction” as BNSF is other State-assessed unitary property. The Counties thus argue that they comply with the 4-R Act because they do not treat BNSF differently from other unitary property taxpayers. We disagree.

The 4-R Act forbids railroads from being taxed at a rate that exceeds the rate applicable to commercial and industrial property “in the same assessment jurisdiction.” 49 U.S.C.

⁸ San Diego County argues that the district court needed to compare BNSF’s tax rate for its specific parcels to the tax rate for the corresponding TRA. We decline to reach this argument since it was not raised below. *See Detrich v. Ryan*, 740 F.3d 1237, 1248–49 (9th Cir. 2013) (en banc).

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§ 11501(b)(3). The statute defines “assessment jurisdiction” as “a geographical area in a State used in determining the assessed value of property for ad valorem taxation.” *Id.* § 11501(a)(2). The Counties argue that the State is the appropriate assessment jurisdiction here, and that therefore, the district court should have compared BNSF’s rate to the rate applied to other State-assessed entities: the § 100 rate. *See* Cal. Const. art. XIII, § 19; Cal. Rev. & Tax. Code § 100.

Yet even if the State were the appropriate assessment jurisdiction, the Counties’ proposal cannot pass muster. If the State were the appropriate assessment jurisdiction, then the statute instructs that the proper comparison rate is that applicable to “commercial and industrial property in the same assessment jurisdiction”—the State of California. 49 U.S.C. § 11501(b)(3). Commercial and industrial property in California certainly is not limited to the small subset of State-assessed property. Furthermore, the definition of “assessment jurisdiction” is a “geographical area.” *Id.* § 11501(a)(2). The statute does not require comparison only to other entities assessed by the same agency, just entities within the appropriate “geographical area.”⁹ Thus, if the State were the appropriate assessment jurisdiction, the proper comparison would be to *all* commercial and industrial property in the State, not just the limited group of State-assessed entities.

Furthermore, the Counties’ proposal to compare BNSF’s tax rate only to the rate applied to State-assessed property, a limited set of property mostly owned by utility companies that pay the same tax rate as BNSF, runs contrary to the

⁹ For this reason we are also not persuaded by San Diego County’s argument that the countywide TRA (as opposed to the County) is the proper assessment jurisdiction.

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purpose of the 4-R Act. Congress's goal in passing this legislation was to ensure railroads were treated equally as taxpayers. *See CSX Transp., Inc. v. Ala. Dep't of Revenue (CSX I)*, 562 U.S. 277, 280 (2011); *see also Okla. Tax Comm'n*, 481 U.S. at 457. To do so, the statute instructs comparison to "commercial and industrial property"—a deliberately broad term. 49 U.S.C. § 11501(b). Moreover, a comparison to entities paying *the same tax rate* would deprive this subsection of nearly all meaning. It was, in part, for this reason that we recently rejected a similar proposal to compare railroad property only to centrally assessed property under a different subsection of the 4-R Act. *See BNSF Ry. Co. v. Or. Dep't of Revenue*, 965 F.3d 681, 692 (9th Cir. 2020) (noting that such a comparison would "deprive subsection (b)(4) of all real-world effect"). Accordingly, we affirm the district court's decision to not compare BNSF's rate only to other State-assessed taxpayers' rates.¹⁰

C

Finally, the Counties contend that the statute requires BNSF to demonstrate not only that there is a difference in tax rates, but also that any difference is discriminatory. The

¹⁰ The district court assumed that the county was the proper assessment jurisdiction rather than the State. We agree that, under either possible assessment jurisdiction, the Counties' proposal to compare BNSF only to other State-assessed taxpayers must fail. We also recognize that the effect of selecting either the county or the State is slight, since the countywide averages do not significantly diverge from the statewide averages. However, we note that it would be appropriate for the district court to examine this issue in the first instance as proceedings continue, especially considering our case law interpreting the phrase "the same assessment jurisdiction" in the subsection (b)(1) context. *See Arizona v. Atchison, Topeka, & Santa Fe Ry. Co.*, 656 F.2d 398, 405 (9th Cir. 1981).

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Supreme Court has defined discrimination in the 4-R Act context to mean “failure to treat all persons equally when no reasonable distinction can be found between those favored and those not favored.” *CSX I*, 562 U.S. at 286 (quoting Black’s Law Dictionary 534 (9th ed. 2009)). The Counties contend that BNSF cannot show discrimination because the Counties are justified in taxing BNSF at the unitary rate, the rate at which BNSF itself lobbied to be taxed. *See Ala. Dep’t of Revenue v. CSX Transp., Inc. (CSX II)*, 575 U.S. 21, 31 (2015) (“[A tax] does not discriminate unless it treats railroads differently from other *similarly situated* taxpayers *without sufficient justification*.”). The Counties also contend that, since discrimination requires that an individual entity be treated worse than similarly situated entities, the proper comparison group is other State-assessed, unitary property.

However, the Counties arguments are unsuccessful at the outset because no independent showing of discrimination is required for subsection (b)(3) claims. The Supreme Court has clearly stated that “[w]hat subsection (b)(4) requires, and subsections (b)(1)–(3) do not, is a showing of *discrimination*—of a failure to treat similarly situated persons alike.” *CSX II*, 575 U.S. at 27 (emphasis in original); *see also Trailer Train*, 697 F.2d at 866–67 (explaining that to “discern whether California has imposed a discriminatory tax rate in violation of [subsection] (b)(3),” the court’s task was “to compare the tax rate applied to the Companies’ railroad cars with that generally applicable to commercial and industrial property”).

The text of the statute is not to the contrary. The preface to § 11501(b) states: “The following acts unreasonably burden *and discriminate against* interstate commerce.” 49 U.S.C. § 11501(b) (emphasis added). The language of the

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original § 306, states that “any action described in this subsection is *declared to constitute* an unreasonable and unjust *discrimination against*, and an undue burden on, interstate commerce.” 4-R Act § 306(1) (emphasis added). It is true that subsection (b)(4) includes the term “discrimination,” whereas the term is absent from subsections (b)(1)–(3). However, this additional requirement was likely included because subsection (b)(4) is a catch-all provision. *CSX I*, 562 U.S. at 280–81. The inclusion of a discrimination requirement in this broader provision makes sense: discrimination may come in forms other than the three types listed in subsections (b)(1)–(3), but in that case an additional showing of discrimination, rather than simply difference, is required. *See CSX II*, 575 U.S. at 27. Accordingly, since BNSF was not required to show discrimination, we need not address the Counties’ arguments that BNSF would be unable to make this showing.

IV

In sum, the district court applied the correct preliminary injunction standard, properly analyzed BNSF’s tax rate under the *Trailer Train* framework, and concluded that the Counties were overtaxing BNSF’s property in violation of § 11501(b)(3). Accordingly, we affirm the district court, and suggest that, as proceedings continue, the district court consider in the first instance whether the State or the county is the proper assessment jurisdiction.

AFFIRMED.

COLUSA COUNTY 2019 - 2020 PROPERTY TAX BILL

Daniel A. Charter, Treasurer/Tax Collector

Colusa, Ca

10/21/2019
10:07:21AM

5.1.c

SECURED TAX ROLL FOR FISCAL YEAR JULY 1, 2019 THROUGH JUNE 30, 2020

PROPERTY INFORMATION - TAX YEAR: 2019			IMPORTANT MESSAGES
ASMT NUMBER:	799-000-086-000	TAX RATE AREA: 000-002	Original bill date 10/01/2019
FEE NUMBER:	799-000-086-000	ACRES:	
LOCATION:	Map 0810 06 001	Par 01 LSD FROM UPRR 000	
ASSESSED OWNER:	CALIFORNIA NORTHERN RAILROAD		
CALIFORNIA NORTHERN RAILROAD C/O GENESEE & WYOMING, PACIFIC REGION 3220 STATE ST, SUITE 200 SALEM, OR 97301			2019-2020

COUNTY VALUES, EXEMPTIONS AND TAXES				
PHONE #S	VALUE DESCRIPTION	ASSESSED VALUES	X TAX RATE /100	= COUNTY TAXES
VALUATIONS (530) 458-0450	LAND	1,399,498		
TAX RATES (530) 458-0400				
EXEMPTIONS (530) 458-0450				
PAYMENTS (530) 458-0440	STRUCTURAL IMPROVEMENTS	1,364,511		
PERS PROP (530) 458-0450	PERSONAL PROPERTY	734,736		
ADDR CHGS (530) 458-0450				
GEN INQUIRIES (530) 458-0440				
NET TAXABLE VALUE		3,498,745	.000000	600.48

VOTER APPROVED TAXES, TAXING AGENCY DIRECT CHARGES AND SPECIAL ASSESSMENTS						
PHONE #S	CODE	DESCRIPTION	ASSESSED VALUES	X	TAX RATE /100	= AGENCY TAXES
(530) 458-0416	00003	PIERCE UNIFIED B&I #2 UNITARY DEBT	3,498,745		0.017163	600.48
(530) 458-0416	00004	RAILROAD UNITARY PROP AB2670	3,498,745		1.000000	34,987.44
(530) 458-0416	00005	YCCD BOND A UNITARY DEBT	3,498,745		0.067040	2,345.56
(530) 458-0416	00006	YCCD BOND B UNITARY DEBT	3,498,745		0.050178	1,755.60
(530) 458-0416	00008	YCCD BOND C UNITARY DEBT	3,498,745		0.000546	19.10
(530) 458-7791	00009	COLUSA UNIFIED B&I UNITARY DEBT	3,498,745		0.039821	1,393.24
(530) 458-0416	00010	PIERCE UNIFIED B&I #3 UNITARY DEBT	3,498,745		0.000800	27.98
(530) 458-0416	00011	WILLIAMS UNIFIED B&I #1 UNITARY DEBT	3,498,745		0.026947	942.80
(530) 458-0416	00012	PIERCE UNIFIED B&I #4 UNITARY DEBT	3,498,745		0.003473	121.52
(530) 458-0416	00013	WILLIAMS UNIFIED B&I #2 UNITARY DEBT	3,498,745		0.004655	162.86
(530) 458-0416	00014	PRINCETON UNIFIED B&I UNITARY DEBT	3,498,745		0.004283	149.86
(530) 458-0416	00015	YCCD BOND D UNITARY DEBT	3,498,745		0.011024	385.70
(530) 458-0416	00016	WILLIAMS UNIFIED B&I #3 UNITARY DEBT	3,498,745		0.005870	205.38

42,497.04

1ST INSTALLMENT \$21,548.76 DELINQUENT AFTER 12/10/2019	2ND INSTALLMENT \$21,548.76 DELINQUENT AFTER 04/10/2020	TOTAL TAXES \$43,097.52
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COLUSA COUNTY SECURED PROPERTY TAXES - 2ND INSTALLMENT PAYMENT STUB

ASMT NUMBER:	799-000-086-000	MAKE CHECK PAYABLE TO:
FEE NUMBER:	799-000-086-000	Colusa County Tax Collector
LOCATION:	Map 0810 06 001 Par 01 LSD FROM UPRR 000	547 Market St. Suite 111
CURRENT OWNER:	CALIFORNIA NORTHERN RAILROAD	Colusa, Ca 95932
	C/O GENESEE & WYOMING, PACIFIC REGION	
	3220 STATE ST, SUITE 200	
	SALEM, OR 97301	
IF PAID BY 04/10/2020		\$21,548.76
DELINQUENT AFTER 04/10/2020 (INCLUDES 10% PENALTY OF \$2,154.87 AND \$20.00 COST)		\$23,723.63

COLUSA COUNTY SECURED PROPERTY TAXES - 1ST INSTALLMENT PAYMENT STUB

ASMT NUMBER:	799-000-086-000	MAKE CHECK PAYABLE TO:
FEE NUMBER:	799-000-086-000	Colusa County Tax Collector
LOCATION:	Map 0810 06 001 Par 01 LSD FROM UPRR 000	547 Market St. Suite 111
CURRENT OWNER:	CALIFORNIA NORTHERN RAILROAD	Colusa, Ca 95932
	C/O GENESEE & WYOMING, PACIFIC REGION	
	3220 STATE ST, SUITE 200	
	SALEM, OR 97301	
IF PAID BY 12/10/2019		\$21,548.76

DELINQUENT AFTER 12/10/2019 (INCLUDES 10% PENALTY OF \$2,154.87) \$23,703.63
TO PAY TOTAL TAXES, RETURN BOTH STUBS BY 12/10/2019 \$43,097.52

Original



1233 W Loop S
Suite 1500
Houston, TX 77027
Tel. 713.629.0090
Fax 713.629.0227

www.ryan.com

RETURN RECEIPT REQUESTED
VIA CERTIFIED MAIL #9214 8969 0099 9790 1650 9425 63

February 12, 2024

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

RE: CLAIM FOR REFUND OF PROPERTY TAXES
Taxpayer: California Northern Railroad
SBE Number:810

Enclosed please find two copies of the Claim for refund of property tax for the above referenced taxpayer.

If you have any questions, please contact me at 713.629.0090 or Ashley.moore@Ryan.com.

Sincerely,

Ryan, LLC
Ashley Moore
Taxpayer's Representative
Enclosures – As Stated

Attachment: Ryan LLC, California Northern Railroad Claims For Refund FY 2020-21 (10105 : Request to consider CA Northern Railroad claims

Original

CLAIM FOR REFUND OF PROPERTY TAXES

To: Board of Supervisors, County of Colusa, California

The undersigned as California Northern Railroad, as delegated by the claimant herein, hereby makes this claim for refund of property tax on behalf of the claimant pursuant to Revenue and Taxation Code section 5097 and demands that the Board of Supervisors make its order directing the controller of said County to refund to claimant the sum of \$1,875.35 in taxes levied for the fiscal year 2020/2021. In support of said claim the undersigned states:

1. Claimant is and at all times herein mentioned was California Northern Railroad, a limited liability company duly organized and existing under the laws of the State of Oregon, with its principal place of business located at 200 Meridian Centre Ste 300 Rochester, NY 14618.
2. For fiscal year 2020/2021, the California State Board of Equalization assessed the value of claimant's unitary and nonoperating California property pursuant to its authority under Article XIII, section 19 of the California Constitution and section 721 of the Revenue and Taxation Code. Pursuant to its authority under Revenue and Taxation Code section 756, the California Board of Equalization transmitted a roll showing claimants unitary and nonoperating property in Colusa County. On the basis of said assessment and transmittal of said roll, taxes were levied on said property for said fiscal year in the sum of \$43,465.88 (Exhibit 1) and paid by claimant on full on or about November 12, 2020 (Exhibit 2).
3. Claimant is entitled to a refund of a portion of said taxes in the amount of \$1,875.35, plus appropriate interest, on the grounds that said taxes were erroneously and illegally

collected, or illegally assessed or levied, for the following reasons:

- a. The property tax rate applied to compute claimant's property taxes was in excess of the rate applied in the same year to property in the county assessed by the assessor of Colusa County, in violation of Article XIII, section 19 of the California Constitution and ITT World Communications v. City and County of San Francisco, 37 Cal. 3d 859 (1985).
- b. The property tax rate applied to compute claimant's property taxes exceeded the rate allowed by Article XIII A, section 1 of the California Constitution.
- c. The excess taxes are direction violation of the Railroad Revitalization and Regulatory Reform Act of 1976, 49 U.S.C. Section 11501 (b) (3).

4. No refund of said taxes, or any part thereof, has been previously made.

I declare under penalty of perjury that the foregoing is true and correct, and that I am authorized by claimant to make this claim for refund.

Dated: February 12, 2024 at 1233 West Loop S STE1500 Houston, TX 77027.

Name: Ashley N Moore

Title: Authorized Agent

Signature:



STATEMENT OF AUTHORIZATION

STATE OF CALIFORNIA
BOARD OF EQUALIZATION**2023**

Please return completed form to the State-Assessed Properties Division, Board of Equalization, P.O. Box 942879, MIC:61, Sacramento, CA 94279-0061. If you have any questions, you may contact us at 1-916-274-3270.

SBE NUMBER 0810	
COMPANY NAME California Northern Railroad Company	
ADDRESS 200 Meridian Centre, Suite 300	
CITY Rochester	STATE NY
ZIP CODE 14618	
DESIGNATED REPRESENTATIVE Ashley Moore	
EMAIL ADDRESS Ashley.Moore@ryan.com	
ADDRESS 1233 W Loop S Suite 1600	
CITY Houston	STATE TX
ZIP CODE 77027	
TELEPHONE NUMBER 713.629.0090	FAX NUMBER 713.629.0227

Please be advised that the person listed above is authorized to act as our designated representative before the California State Board of Equalization in connection with the assessment of our property. Our designated representative may inspect or copy all information, documents, and records, including narrations and workpapers relating to the appraisal and the assessment of our property during the period January 1, 2022, through December 31, 2022, for the lien date 2023. I understand that this form must be filed annually in order for the representative status to remain current.

OWNER, PARTNER, OR OFFICER'S SIGNATURE <i>Lauren Valerio</i>	DATE 1/13/2023
SIGNATORY'S PRINTED NAME Lauren Valerio	TITLE Senior Accounting Manager

PRINT

Packet Pg. 745

Attachment: Ryan LLC, California Northern Railroad Claims For Refund FY 2020-21 (10105 : Request to consider CA Northern Railroad claims

EXHIBIT 1

PAID ITEMS PRINT

11/21/2023 14:07

R/T#:

Account#: 38878089

Checks:

Sequence#	R/T#	Account#	Check#	Paid Date	Amount
1200426183	3110020	38878089	889227	11/17/2020	\$ 43465.88

ORIGINAL CHECK HAS MULTIPLE SECURITY FEATURES. PRINTED ON CHEMICAL REACTIVE TONER-SEE BACK FOR DETAILS

Genesee & Wyoming Inc. and Related Companies 200 Meridian Centre Suite 300 Rochester, NY 14618	Cribank, N.A. One Penn's Way New Castle, DE 19720	0000889227 62-20311
Forty Three Thousand Four Hundred Sixty Five Dollars and 88 Cents	DATE 11/12/2020	AMOUNT \$43,465.88

Pay to the Order of:

COLUSA COUNTY TAX COLLECTOR
547 MARKET ST
STE 111
COLUSA, CA 95932
USA

799-000-086

Required if over \$50,000 Void After 180 Days

[Signature]

NEAR SLANTING
NO BOLD OR TONER

11000088922711 1:0311002091: 3887808911

Recorded Here

PAY TO THE ORDER OF
U.S. BANK

FOR DEPOSIT ONLY
COUNTY OF CO., USA

TREASURERITX COLLECTOR
157506724831

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
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EXHIBIT 2

FOR PUBLICATION

UNITED STATES COURT OF APPEALS
FOR THE NINTH CIRCUITBNSF RAILWAY COMPANY,
Plaintiff-Appellee,

v.

COUNTY OF ALAMEDA; COUNTY OF
CONTRA COSTA; COUNTY OF
FRESNO; COUNTY OF KERN; COUNTY
OF MADERA; COUNTY OF MERCED;
COUNTY OF ORANGE; COUNTY OF
PLUMAS; COUNTY OF RIVERSIDE;
COUNTY OF SAN BERNARDINO;
COUNTY OF SAN JOAQUIN; COUNTY
OF STANISLAUS; COUNTY OF
TULARE,*Defendants-Appellants,*

and

COUNTY OF SAN DIEGO,

Defendant.

No. 20-15896

D.C. No.
4:19-cv-07230-
HSG

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BNSF RAILWAY COMPANY,
Plaintiff-Appellee,

v.

COUNTY OF SAN DIEGO,
Defendant-Appellant,

and

COUNTY OF ALAMEDA; COUNTY OF
 CONTRA COSTA; COUNTY OF
 FRESNO; COUNTY OF KERN; COUNTY
 OF MADERA; COUNTY OF MERCED;
 COUNTY OF ORANGE; COUNTY OF
 PLUMAS; COUNTY OF RIVERSIDE;
 COUNTY OF SAN BERNARDINO;
 COUNTY OF SAN JOAQUIN; COUNTY
 OF STANISLAUS; COUNTY OF
 TULARE,

Defendants.

No. 20-15897

D.C. No.
 4:19-cv-07230-
 HSG

OPINION

Appeal from the United States District Court
 for the Northern District of California
 Haywood S. Gilliam, Jr., District Judge, Presiding

Argued and Submitted June 17, 2021
 San Francisco, California

Filed August 5, 2021

BNSF RAILWAY V. COUNTY OF ALAMEDA 3

Before: Sidney R. Thomas, Chief Judge, and
Daniel A. Bress and Patrick J. Bumatay, Circuit Judges.

Opinion by Chief Judge Thomas

SUMMARY*

Tax

The panel affirmed the district court's preliminary injunction in favor of BNSF Railway Company in BNSF's action alleging that several California counties are taxing railroad property at a higher rate than the rate applicable to commercial and industrial property in the same assessment jurisdiction, in violation of the Railroad Revitalization and Regulatory Reform Act of 1976, 49 U.S.C. § 11501(b)(3).

The panel held that the district court applied the correct preliminary injunction standard under 49 U.S.C. § 11501, which does not require courts to consider traditional equitable factors. Instead, binding circuit precedent establishes that a railroad is entitled to a preliminary injunction if its evidence demonstrates reasonable cause to believe that a violation of § 11501 has been, or is about to be committed.

The district court had observed that it is difficult to apply § 11501 to California, because California has no specific tax rate for commercial and industrial property. The panel held that the district court properly analyzed BNSF's tax rate

* This summary constitutes no part of the opinion of the court. It has been prepared by court staff for the convenience of the reader.

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under *Trailer Train Co. v. State Board of Equalization*, 697 F.2d 860, 867 (9th Cir.), *cert denied*, 464 U.S. 846 (1983), which provides a framework for identifying the proper tax comparison rate—in this case, a county’s average tax rate. The panel further held that the district court properly concluded that the Counties were overtaxing BNSF’s property in violation of § 11501(b)(3), because BNSF’s tax rate was higher than the average countywide tax rates for each county. Accordingly, the panel affirmed the district court.

The district court had rejected the Counties’ contention that the relevant assessment jurisdiction is the State. The panel suggested that, as proceedings continue, the district court consider in the first instance whether the State or the county is the proper assessment jurisdiction.

COUNSEL

Margaret R. Prinzing (argued), Robin B. Johansen, and Omar El-Qoulaq, Olson Remcho LLP, Oakland, California, for Defendants-Appellants County of Alameda, County of Contra Costa, County of Fresno, County of Kern, County of Madera, County of Merced, County of Orange, County of Plumas, County of Riverside, County of San Bernardino, County of San Joaquin, County of Stanislaus, and County of Tulare.

Laura E. Blome (argued), Senior Deputy; Thomas E. Montgomery, County Counsel; Office of County Counsel, San Diego, California; for Defendant-Appellant County of San Diego.

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The district court had jurisdiction under 49 U.S.C. § 11501(c). We have jurisdiction under 28 U.S.C. § 1292(a). We review for abuse of discretion a district court's decision regarding preliminary injunctive relief. *Puente Ariz. v. Arpaio*, 821 F.3d 1098, 1103 (9th Cir. 2016). We review findings of fact for clear error and conclusions of law de novo. *Indep. Living Ctr. of S. Cal., Inc. v. Shewry*, 543 F.3d 1050, 1055 (9th Cir. 2008). However, where a district court's ruling rests solely on a premise of law and the facts are either established or undisputed, review is de novo. *See Harris v. Bd. of Supervisors, L.A. Cnty.*, 366 F.3d 754, 760 (9th Cir. 2004). We affirm.

I

A

Congress passed the 4-R Act out of concern for the financial stability of the nation's railway system. *Burlington N. R.R. Co. v. Okla. Tax Comm'n*, 481 U.S. 454, 457 (1987) (quoting 4-R Act § 101(a)). Recognizing that "railroads are easy prey for State and local tax assessors in that they are nonvoting, often nonresident, targets for local taxation, who cannot easily remove themselves from the locality," *Dep't of Revenue of Or. v. ACF Indus., Inc.*, 510 U.S. 332, 336 (1994) (internal quotation marks and citation omitted), Congress instituted "a prohibition on discriminatory state taxation of railroad property," *Okla. Tax Comm'n*, 481 U.S. at 457.

The 4-R Act establishes that "[t]he following acts unreasonably burden and discriminate against interstate commerce, and a State [or locality] may not do any of them:"

BNSF RAILWAY V. COUNTY OF ALAMEDA

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(1) Assess rail transportation property at a value that has a higher ratio to the true market value of the rail transportation property than the ratio that the assessed value of other commercial and industrial property in the same assessment jurisdiction has to the true market value of the other commercial and industrial property.

(2) Levy or collect a tax on an assessment that may not be made under paragraph (1) of this subsection.

(3) Levy or collect an ad valorem property tax on rail transportation property at a tax rate that exceeds the tax rate applicable to commercial and industrial property in the same assessment jurisdiction.

(4) Impose another tax that discriminates against a rail carrier providing transportation subject to the jurisdiction of the Board under this part.

49 U.S.C. § 11501(b).¹

¹ This provision was originally contained in § 306 of the 4-R Act. 90 Stat. 31, 54–55. The language “was slightly altered” upon recodification in 1978, but such alteration “may not be construed as making a substantive change in the laws repealed.” *Okla. Tax Comm’n*, 481 U.S. at 457 n.1 (internal quotation marks and citation omitted). Therefore, we “resolve any substantive conflicts between the original language of § 306 and the language in § [11501] in favor of the original language.” *Burlington N. R.R. Co. v. Dep’t of Revenue of State of Wash.*,

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B

As the district court stated, California's system of property taxation "is, in a word, complicated." California employs an ad valorem (or value-based) property tax system. Cal. Const. art. XIII, § 1. Taxation follows a three-step process: (1) the value of taxable property is assessed, (2) the tax rate is computed, and (3) the tax is levied from the taxpayer. For most property, its value is assessed (and its rate is calculated) at the local level. *See* Cal. Rev. & Tax. Code § 404. But for a subset of property delineated in the California Constitution, including railroad property, the State assesses the value and calculates the applicable rate. Cal. Const. art. XIII, § 19.²

1

An understanding of California's system of taxation of locally assessed property is important for resolution of this case. Most property in California is locally assessed. County-level assessors determine the value of this property

934 F.2d 1064, 1066 n.1 (9th Cir. 1991). We reproduce the language of the original § 306 as relevant *infra*.

² California's Constitution establishes which property is state-assessed: "(1) pipelines, flumes, canals, ditches, and aqueducts lying within 2 or more counties and (2) property, except franchises, owned or used by regulated railway, telegraph, or telephone companies, car companies operating on railways in the State, and companies transmitting or selling gas or electricity." Cal. Const. art. XIII, § 19.

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for tax purposes. *See* Cal. Rev. & Tax. Code § 404.³ This property is classified into one of two rolls: the secured roll or the unsecured roll. The secured roll contains “property the taxes on which are a lien on real property sufficient . . . to secure payment of the taxes.” *Id.* § 109. In practice, this is most real property. The unsecured roll contains all other property. *Id.* § 109; 1 Sean Flavin, *Taxing California Property* §§ 12:3–12:4 (4th ed. 2020). There is no further subdivision based on use; for example, both the secured and unsecured roll contain both residential property and commercial and industrial property.

After determining the appropriate roll, Counties next assign locally assessed property to a particular tax rate area (“TRA”) based on the property’s location, and that TRA’s tax rate is applied to the property. A TRA is a small geographical area serviced by the same combination of local government entities, including the county, city, special district, and school districts. Cal. Rev. & Tax. Code § 95(g). A county may have hundreds or thousands of TRAs—for example, San Diego County has over five thousand TRAs.⁴

The tax rate for property on the secured roll is taxed at a rate calculated under a formula found in § 93 of the California Revenue and Taxation Code (“the Code”), and it

³ The assessment ratio of real property is limited by constitutional amendment in California. *See* Cal. Const. art. XIII A, § 1 (“Proposition 13”).

⁴ San Diego County requests that we take judicial notice of several publicly available documents explaining the taxation process in that County and in California. These documents are matters of public record, and we grant the motion. Fed. R. Evid. 201(b)(1)–(2); *Lee v. City of Los Angeles*, 250 F.3d 668, 689 (9th Cir. 2001).

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is specific to a particular TRA. The § 93 formula contains two components: the first component is a general tax levy, calculated at 1%. Cal. Const. art. XIII A, § 1(a); Cal. Rev. & Tax. Code § 93. The second component, referred to as the “debt service component,” is the amount needed as a percentage of property values to produce enough revenue to make payments for the interest and principal on all voter-approved bonded indebtedness issued by any of the various local entities, Cal. Rev. & Tax. Code § 93; *see also* Cal. Gov. Code § 29100, such as a voter-approved bond that funds school construction in the elementary school district serving that TRA. For locally assessed property on the unsecured roll, the rate is the § 93 rate for the previous year for that TRA. Cal. Const. art. XIII, § 12; Cal. Rev. & Tax. Code § 2905. This formula ensures that each TRA will have enough revenue to make payments for the interest and principal on its bonded indebtedness. The rate is then applied to the assessed value of the property on the assessment rolls, *see* Cal. Rev. & Tax. Code § 2152, and collected. *Id.* § 2602. As a result, each County, with its hundreds or thousands of TRAs, likewise has hundreds or thousands of different tax rates applied to property in that County, and these rates apply to all property in that TRA, without regard to use, i.e., whether commercial and industrial or residential or otherwise.

2

Other property, including railroad property, is State-assessed. *See* Cal. Const. art. XIII, § 19. State-assessed property is also classified onto either the secured or unsecured roll. However, for this property, the *State* assesses its value for tax purposes, as opposed to the counties, Cal.

BNSF RAILWAY V. COUNTY OF ALAMEDA 11

Const. art. XIII, § 19, and applies a different formula to calculate the tax rate. *See* Cal. Rev. & Tax. Code § 100.

The assessment process for some of this property, including BNSF's property, is different from standard local assessment. For this subset of State-assessed property, known as "unitary property," the value is calculated under the unit valuation method. *Id.* §§ 723, 723.1. Under this method, the State Board of Equalization ("the State Board") first calculates the value of a taxpayer's entire system, i.e., BNSF's railroad property nationwide. Then, the State Board allocates a portion of that value to California, and further allocates that value among the various counties in which the taxpayer's property is located. The unit valuation method is meant to account for the valuation of assets where the component parts are valuable as a whole, but less valuable in isolation. For example, in the railway context, "ten miles of [railroad] track would have a questionable value, other than as scrap, without the benefit of the rest of the system as a whole." *Am. Airlines, Inc. v. Cnty. of San Mateo*, 912 P.2d 1198, 1208 (Cal. 1996) (alterations and citation omitted).

The tax rate applied to State-assessed property is calculated under a formula different from the § 93 formula. Due to a lengthy legislative history, unitary property holders do not need to demonstrate the TRAs in which their property is located.⁵ Instead, their countywide value is allocated to a

⁵ Prior to 1986, the value of unitary property was not allocated to the counties—instead, taxpayers reported to individual local TRAs where their property was located. There was no separate tax rate for unitary property; the local taxing jurisdictions applied their own rates. Under this system, an individual assessee had to report in thousands of TRAs. A series of state legislation established today's system. *See* 1986 Cal. Stat. 5217, 5223–24 (establishing that the State Board will allocate unitary

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countywide TRA with a single tax rate. *See* Cal. Rev. & Tax. Code § 100.11(a)(2)(B). For this reason, the tax rate applied cannot be informed by the debt service needs of the particular TRA where the property is located. *Compare id.* § 93. State-assessed property is therefore taxed under a different formula established in § 100 of the Code, the “unitary rate.” *Id.* § 100.

Like § 93, § 100’s first component is effectively a 1% general tax levy. *Id.* § 100(b)(1). Section 100’s second component is also a debt service component, but it is calculated differently from § 93’s. Section 100’s debt service component is calculated as the previous year’s unitary debt service rate, *see id.* § 100(b)(2)(A), multiplied by the percentage change between the two preceding fiscal years in the county’s ad valorem debt service *levy* (not rate) for the secured roll. *Id.* § 100(b)(2)(B). The formula for the second component means that the unitary rate is based on the change in absolute dollars of the county’s debt service rate, not changes in the percentage that taxpayers are paying. According to BNSF, it is this component that accounts for the divergence between the § 100 and § 93 rates. Specifically, if the tax rate applied to the secured roll increases, but the property values also rise, the § 93 rate will not rise. But the

property value to a county’s existing TRAs, irrespective of the property’s actual location); 1987 Cal. Stat. 2959, 2959–61 (creating a single countywide TRA for unitary property so that each taxpayer receives only one tax bill per county); 1988 Cal. Stat. 2087, 2094–95 (tying the tax rates for unitary property to the unitary and operating non-unitary data rather than the total county-wide data, effectively implementing what is now § 100(b)(2)(A)). In 2006, the 1987 and 1988 laws were applied to railroads, 2006 Cal. Legis. Serv. ch. 791 (A.B. 2670) (West), via a bill “introduced on behalf of the California Railroad Industry,” including BNSF.

BNSF RAILWAY V. COUNTY OF ALAMEDA

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§ 100 rate will increase because it is based on the increase in actual dollars of debt service tax paid. The difference in tax rates between the countywide average tax rates (labeled as the "Section 11501 Benchmark Rate") and BNSF's rate (the "Plaintiff Unitary Rate") for the 2019–2020 tax year are represented below:

County	2019–20 Plaintiff Unitary Rate	2019–20 Section 11501 Benchmark Rate
Alameda	2.5187%	1.241%
Contra Costa	1.6865%	1.148%
Fresno	1.370408%	1.181%
Kern	1.611299%	1.24%
Kings	1.326084%	1.087%
Madera	1.203169%	1.089%
Merced	1.4109014%	1.088%
Orange	1.28173%	1.064%
Plumas	1.11652%	1.089%
Riverside	1.76133%	1.164%
San Bernardino	1.3645%	1.144%
San Diego	1.62331%	1.142%
San Joaquin	1.6922%	1.145%
Stanislaus	1.38011%	1.103%
Tulare	1.4002%	1.113%

The countywide average rates are calculated by the State Board every year, as required by statute. Cal. Rev. & Tax. Code § 11403. This average is calculated by dividing (1) the sum of all ad valorem property tax levies for a given county

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per year by (2) the sum of the assessed values of all property in that county for that year. *Id.*

C

Observing that BNSF's tax rate had deviated from the average countywide tax rates in each County, BNSF filed suit on November 1, 2019, alleging a violation of 49 U.S.C. § 11501(b)(3). BNSF sought a preliminary injunction preventing the Counties from collecting taxes at a rate higher than each County's average rate. The district court granted the preliminary injunction, noting that the law of this circuit does not require courts to consider traditional equitable factors in considering a § 11501 case, and instead requires issuance of a preliminary injunction upon a showing that "a violation of [§ 11501] has been, or is about to be committed." *See Burlington N. R.R. Co. v. Dep't of Revenue of State of Wash. (Burlington Northern v. Washington)*, 934 F.2d 1064, 1074-75 (9th Cir. 1991).

On the merits, the district court observed that the trouble with 4-R Act analysis in California is that "California has no specific tax rate for commercial and industrial property" against which to compare a railroad's rate. Accordingly, the court followed the approach outlined in *Trailer Train Co. v. State Board of Equalization*, 697 F.2d 860, 867 (9th Cir.), *cert. denied*, 464 U.S. 846 (1983), for identifying a proper comparison rate. The court first addressed *Trailer Train's* recommended comparison rate—the rate applicable to whichever roll, secured or unsecured, contains the "majority of the commercial and industrial property" in the State. *Id.* at 867. Although the secured roll almost certainly contains the majority of commercial and industrial property, the "tax rate applicable" to the secured roll, *id.*, "cannot be

BNSF RAILWAY V. COUNTY OF ALAMEDA

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determined,” because property on the secured roll is “spread among the hundreds or thousands of TRAs in each County.” In other words, there is no single identifiable tax rate applicable to the secured roll. Therefore, the district court followed *Trailer Train*’s fallback approach and compared BNSF’s tax rate to the *average* tax rate. *See Trailer Train*, 697 F.2d at 867. In doing so, it used Counties as the relevant assessment jurisdiction. Although this property too is spread across hundreds or thousands of TRAs, the *average* rate is readily available, since the State Board is required by statute to calculate it each year. *See* Cal. Rev. & Tax. Code § 11403.

The district court rejected the Counties’ proposal to compare BNSF’s rate only to the rates for other State-assessed taxpayers—who pay the same § 100 rate that BNSF pays. The Counties argued that the relevant “assessment jurisdiction” is the State, and as such the court should compare only to other State-assessed property. *See* 49 U.S.C. § 11501(b)(3). The district court held that, even if the State (as opposed to the County) were the appropriate assessment jurisdiction, the commercial and industrial property *in the State* is clearly not limited to the group of mostly utility company property that is State-assessed. *See* Cal. Const. art. XIII, § 19. Moreover, the court observed that to limit the comparison class to “a relatively narrow subset of other state-assessed utilities and other entities that pay the same unitary tax rate,” would depart from Congress’s intention to “link railroads’ fate” to commercial and industrial taxpayers.

The district court also rejected the Counties’ argument that BNSF needed to make an independent showing of discrimination in order to prevail under § 11501(b)(3). The court held that subsection (b)(3) “does not require proof of discrimination, because Congress has already declared in the

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preface of Section 11501(b) that the imposition of such an ad valorem property tax rate disparity ‘unreasonably burden[s] and discriminate[s] against interstate commerce.’”

The district court’s amended preliminary injunction order requires BNSF to deposit the enjoined amount of taxes for the 2019–2020 tax year in an escrow account and deposit the enjoined amount for future tax years when those tax payments would be due. The preliminary injunction enjoins the collection of only the disputed portion of BNSF’s taxes, not the collection of the undisputed taxes.

II

As a threshold matter, we must first determine whether the district court applied the correct standard in awarding a preliminary injunction to BNSF. We generally consider traditional equitable factors when evaluating requests for preliminary injunctions. *See BOKF, NA v. Estes*, 923 F.3d 558, 561–62 (9th Cir. 2019) (listing factors). However, in some circumstances, a statute will prescribe that a showing of a violation of the statute alone warrants the issuance of a preliminary injunction. *See Burlington Northern v. Washington*, 934 F.2d at 1074 (quoting *Atchison, Topeka and Santa Fe Ry. Co. v. Lennen*, 640 F.2d 255, 258 (10th Cir. 1981)); *cf. Weinberger v. Romero-Barcelo*, 456 U.S. 305, 313–14 (1982). In *Trailer Train*, we held that the 4-R Act falls within this limited category, 697 F.2d at 869, and we reaffirmed that reasoning more recently in *Burlington Northern v. Washington*, 934 F.2d at 1074 (“Although we need not reach this issue, we note that [this injunction standard] is supported by the existing case law.”). As the district court correctly observed, these cases constitute binding circuit precedent establishing the proper injunction

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standard for violations of the 4-R Act: the railroad “is entitled to a preliminary injunction if its evidence demonstrates reasonable cause to believe that [§ 11501] has been violated, or is about to be violated.” *Id.* at 1075 (internal quotation marks omitted).

Romero-Barcelo does not qualify as intervening irreconcilable authority that would require deviation from our circuit precedent. See *Miller v. Gammie*, 335 F.3d 889, 893 (9th Cir. 2003) (en banc). First, and importantly, *Romero-Barcelo* was not intervening authority: it was decided on April 27, 1982, after *Trailer Train* was argued but more than seven months before *Trailer Train* was decided on January 25, 1983. Compare *Romero-Barcelo*, 456 U.S. at 305, with *Trailer Train*, 697 F.2d at 860. Thus, the *Trailer Train* panel had the benefit of consulting the reasoning in *Romero-Barcelo* before issuing its decision.⁶

Second, *Romero-Barcelo* is not irreconcilable with *Trailer Train*. The irreconcilability requirement is a “high standard.” *FTC v. Consumer Def., LLC*, 926 F.3d 1208, 1213 (9th Cir. 2019). “[I]f we can apply our precedent consistently with that of the higher authority, we must do so. . . . [I]t is not enough for there to be some tension between the intervening higher authority and prior circuit precedent.” *Id.* (internal quotation marks and citations omitted). In *Romero-Barcelo*, the Supreme Court held that a certain provision of the Federal Water Pollution and Control Act did not withdraw courts’ traditional equitable discretion. 456 U.S. at 320. The

⁶ We also note that this court reaffirmed *Trailer Train*’s preliminary injunction standard in 1991 in *Burlington Northern v. Washington*, nearly a decade after *Romero-Barcelo* was decided. *Burlington Northern v. Washington*, 934 F.2d at 1074–75.

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Supreme Court cautioned that courts should apply equitable principles “[u]nless a statute in so many words, or by a necessary and inescapable inference, restricts the court’s jurisdiction in equity.” *Id.* at 313 (quoting *Porter v. Warner Holding Co.*, 328 U.S. 395, 398 (1946)). These instructions are not “irreconcilable” with our holding in *Trailer Train* that § 11501 “clearly falls within” the exception for statutes that “specifically provide[] for injunctive relief.” 697 F.2d at 869. Indeed, *Trailer Train* followed these requirements, looking to the language of the original § 306, which specified that “the district courts of the United States shall have jurisdiction . . . to grant such mandatory or prohibitive injunctive relief . . . as may be necessary to prevent, restrain, or terminate any acts in violation of this section.” 4-R Act of 1976, § 306(2) (emphasis added); *Trailer Train*, 697 F.2d at 869 & n.16. *Trailer Train*’s interpretation of this language is a holding that we “can apply . . . consistently,” *Consumer Def.*, 926 F.3d at 1213, with the Supreme Court’s instruction in *Romero-Barcelo* to look to the statute’s direct command or necessary and inescapable inference. *See* 456 U.S. at 313. The district court applied the correct injunction standard to this case.

III

On the merits, the Counties’ arguments fall into three categories. The first two involve the Counties’ contention that the district court erred in selecting the countywide average tax rates as the baseline rate against which it compared BNSF’s rate. First, the Counties argue that the district court only arrived at that rate by following the *Trailer Train* framework, which was error because *Trailer Train* involved a prior version of California’s property taxation system, under which railroads were not taxed at the unitary

BNSF RAILWAY V. COUNTY OF ALAMEDA 19

rate. Second, the Counties argue that the district court should have disregarded the *Trailer Train* framework and compared BNSF's property only to other property taxed at the unitary rate, *see* Cal. Rev. & Tax. Code § 100, since this is the only property in the same "assessment jurisdiction." 49 U.S.C. § 11501(b)(3); *see id.* § 11501(a)(2). Third, and separately, the Counties contend that BNSF was required to make a threshold showing that its tax rate was not only different, but also discriminatory. BNSF cannot do so, the Counties contend, because they are justified in taxing BNSF subject to the unitary rate since BNSF lobbied for the change in state law that subjected it to this rate. We address each argument in turn.

A

The 4-R Act prohibits States and localities from taxing railroad property "at a tax rate that exceeds the tax rate generally applicable to commercial and industrial property in the same assessment jurisdiction." 49 U.S.C. § 11501(b)(3). As we noted in *Trailer Train*, and as is still true today, it is difficult to apply this statute to California, since California "has no specific tax rate for commercial and industrial property." *Trailer Train*, 697 F.2d at 867. Thus, the baseline rates to which we should compare a railroad's rate are not readily apparent.

We first addressed this issue in *Trailer Train* in 1983, the only time this court has applied subsection (b)(3) to California's system of taxation. At that time, the tax rate applied to private rail cars was essentially the weighted average of the prior year's secured and unsecured rates. *Id.* at 863. The Board determined that the recently established tax rate limitations in Proposition 13 applied to private

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railcars, and it taxed Trailer Train's property at the lower rate required by Proposition 13 for the 1978–1979 tax year. *Id.* at 863–64. In 1980, when the California Supreme Court ruled that the Proposition 13 tax rate limitation did not apply to the unsecured roll, the Board interpreted the Court's decision to mean Proposition 13 must not apply to private railcars and determined that its rate reduction on railcars for the 1978–1979 tax year was improper. *Id.* The Board recalculated the tax at a higher rate. *Id.* Railway companies sued to enjoin collection of taxes at the higher rate as a violation of 49 U.S.C. § 11501(b)(3). *Id.*

To address the issue of the proper comparison rate, *Trailer Train* outlined two approaches. The first approach instructs a court to ascertain which roll, secured or unsecured, contains the majority of California's commercial and industrial property. *Id.* at 867. "The tax rate applicable to the roll that contained the majority of commercial and industrial property shall be deemed" the proper comparison rate. *Id.* As a second, fallback approach, the court instructed that, if that determination is "not possible, the average tax rate for all property shall be used as the basis for comparison." *Id.*⁷

The Counties do not suggest any persuasive reason for departing from this framework. To be sure, the choice between the secured roll, the unsecured roll, or the average of

⁷ The district court was correct to move to *Trailer Train*'s second option when no party offered data reflecting the tax rate applicable to the secured roll or otherwise limited to only commercial and industrial property. We are not persuaded by the Counties' contention that BNSF should have provided such data. BNSF's expert represented below that BNSF did not believe those numbers were "published or readily ascertainable." If the Counties, who are in possession of the tax rate data, wish the district court to consider these rates, then they may produce them.

BNSF RAILWAY V. COUNTY OF ALAMEDA 21

all tax rates had the potential for a more significant impact at the time of *Trailer Train*: at that time, the two rates were quite different, *see id.* at 864, whereas today they may not diverge as dramatically. However, the district court was correct that the central question of *Trailer Train*—how to identify the proper comparison rate to capture commercial and industrial property in California, *see id.* at 867—remains equally relevant in this case. This is the question that *Trailer Train* answered by pointing us to either the rate applicable to the secured or unsecured roll or the average rate applied to all property. The evolution in California’s system of taxation does not provide a sufficient reason to deviate from these instructions.⁸

B

The Counties also urge deviation from *Trailer Train* because the district court should have compared BNSF’s rate to other State-assessed taxpayers’ rates rather than the countywide averages, since the only property in the same “assessment jurisdiction” as BNSF is other State-assessed unitary property. The Counties thus argue that they comply with the 4-R Act because they do not treat BNSF differently from other unitary property taxpayers. We disagree.

The 4-R Act forbids railroads from being taxed at a rate that exceeds the rate applicable to commercial and industrial property “in the same assessment jurisdiction.” 49 U.S.C.

⁸ San Diego County argues that the district court needed to compare BNSF’s tax rate for its specific parcels to the tax rate for the corresponding TRA. We decline to reach this argument since it was not raised below. *See Detrich v. Ryan*, 740 F.3d 1237, 1248–49 (9th Cir. 2013) (en banc).

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§ 11501(b)(3). The statute defines “assessment jurisdiction” as “a geographical area in a State used in determining the assessed value of property for ad valorem taxation.” *Id.* § 11501(a)(2). The Counties argue that the State is the appropriate assessment jurisdiction here, and that therefore, the district court should have compared BNSF’s rate to the rate applied to other State-assessed entities: the § 100 rate. *See* Cal. Const. art. XIII, § 19; Cal. Rev. & Tax. Code § 100.

Yet even if the State were the appropriate assessment jurisdiction, the Counties’ proposal cannot pass muster. If the State were the appropriate assessment jurisdiction, then the statute instructs that the proper comparison rate is that applicable to “commercial and industrial property in the same assessment jurisdiction”—the State of California. 49 U.S.C. § 11501(b)(3). Commercial and industrial property in California certainly is not limited to the small subset of State-assessed property. Furthermore, the definition of “assessment jurisdiction” is a “geographical area.” *Id.* § 11501(a)(2). The statute does not require comparison only to other entities assessed by the same agency, just entities within the appropriate “geographical area.”⁹ Thus, if the State were the appropriate assessment jurisdiction, the proper comparison would be to *all* commercial and industrial property in the State, not just the limited group of State-assessed entities.

Furthermore, the Counties’ proposal to compare BNSF’s tax rate only to the rate applied to State-assessed property, a limited set of property mostly owned by utility companies that pay the same tax rate as BNSF, runs contrary to the

⁹ For this reason we are also not persuaded by San Diego County’s argument that the countywide TRA (as opposed to the County) is the proper assessment jurisdiction.

BNSF RAILWAY V. COUNTY OF ALAMEDA

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purpose of the 4-R Act. Congress's goal in passing this legislation was to ensure railroads were treated equally as taxpayers. See *CSX Transp., Inc. v. Ala. Dep't of Revenue* (CSX I), 562 U.S. 277, 280 (2011); see also *Okla. Tax Comm'n*, 481 U.S. at 457. To do so, the statute instructs comparison to "commercial and industrial property"—a deliberately broad term. 49 U.S.C. § 11501(b). Moreover, a comparison to entities paying *the same tax rate* would deprive this subsection of nearly all meaning. It was, in part, for this reason that we recently rejected a similar proposal to compare railroad property only to centrally assessed property under a different subsection of the 4-R Act. See *BNSF Ry. Co. v. Or. Dep't of Revenue*, 965 F.3d 681, 692 (9th Cir. 2020) (noting that such a comparison would "deprive subsection (b)(4) of all real-world effect"). Accordingly, we affirm the district court's decision to not compare BNSF's rate only to other State-assessed taxpayers' rates.¹⁰

C

Finally, the Counties contend that the statute requires BNSF to demonstrate not only that there is a difference in tax rates, but also that any difference is discriminatory. The

¹⁰ The district court assumed that the county was the proper assessment jurisdiction rather than the State. We agree that, under either possible assessment jurisdiction, the Counties' proposal to compare BNSF only to other State-assessed taxpayers must fail. We also recognize that the effect of selecting either the county or the State is slight, since the countywide averages do not significantly diverge from the statewide averages. However, we note that it would be appropriate for the district court to examine this issue in the first instance as proceedings continue, especially considering our case law interpreting the phrase "the same assessment jurisdiction" in the subsection (b)(1) context. See *Arizona v. Atchison, Topeka, & Santa Fe Ry. Co.*, 656 F.2d 398, 405 (9th Cir. 1981).

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Supreme Court has defined discrimination in the 4-R Act context to mean “failure to treat all persons equally when no reasonable distinction can be found between those favored and those not favored.” *CSX I*, 562 U.S. at 286 (quoting Black’s Law Dictionary 534 (9th ed. 2009)). The Counties contend that BNSF cannot show discrimination because the Counties are justified in taxing BNSF at the unitary rate, the rate at which BNSF itself lobbied to be taxed. *See Ala. Dep’t of Revenue v. CSX Transp., Inc. (CSX II)*, 575 U.S. 21, 31 (2015) (“[A tax] does not discriminate unless it treats railroads differently from other *similarly situated* taxpayers *without sufficient justification*.”). The Counties also contend that, since discrimination requires that an individual entity be treated worse than similarly situated entities, the proper comparison group is other State-assessed, unitary property.

However, the Counties arguments are unsuccessful at the outset because no independent showing of discrimination is required for subsection (b)(3) claims. The Supreme Court has clearly stated that “[w]hat subsection (b)(4) requires, and subsections (b)(1)–(3) do not, is a showing of *discrimination*—of a failure to treat similarly situated persons alike.” *CSX II*, 575 U.S. at 27 (emphasis in original); *see also Trailer Train*, 697 F.2d at 866–67 (explaining that to “discern whether California has imposed a discriminatory tax rate in violation of [subsection] (b)(3),” the court’s task was “to compare the tax rate applied to the Companies’ railroad cars with that generally applicable to commercial and industrial property”).

The text of the statute is not to the contrary. The preface to § 11501(b) states: “The following acts unreasonably burden *and discriminate against* interstate commerce.” 49 U.S.C. § 11501(b) (emphasis added). The language of the

BNSF RAILWAY V. COUNTY OF ALAMEDA 25

original § 306, states that “any action described in this subsection is *declared to constitute* an unreasonable and unjust *discrimination against*, and an undue burden on, interstate commerce.” 4-R Act § 306(1) (emphasis added). It is true that subsection (b)(4) includes the term “discrimination,” whereas the term is absent from subsections (b)(1)–(3). However, this additional requirement was likely included because subsection (b)(4) is a catch-all provision. *CSX I*, 562 U.S. at 280–81. The inclusion of a discrimination requirement in this broader provision makes sense: discrimination may come in forms other than the three types listed in subsections (b)(1)–(3), but in that case an additional showing of discrimination, rather than simply difference, is required. *See CSX II*, 575 U.S. at 27. Accordingly, since BNSF was not required to show discrimination, we need not address the Counties’ arguments that BNSF would be unable to make this showing.

IV

In sum, the district court applied the correct preliminary injunction standard, properly analyzed BNSF’s tax rate under the *Trailer Train* framework, and concluded that the Counties were overtaxing BNSF’s property in violation of § 11501(b)(3). Accordingly, we affirm the district court, and suggest that, as proceedings continue, the district court consider in the first instance whether the State or the county is the proper assessment jurisdiction.

AFFIRMED.

Original



1233 W Loop S
Suite 1500
Houston, TX 77027
Tel. 713.629.0090
Fax 713.629.0227

www.ryan.com

RETURN RECEIPT REQUESTED
VIA CERTIFIED MAIL #9214 8969 0099 9790 1650 9673 68

February 13, 2024

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

RE: CLAIM FOR REFUND OF PROPERTY TAXES
Taxpayer: California Northern Railroad
SBE Number:810

Enclosed please find two copies of the Claim for refund of property tax for the above referenced taxpayer for tax years 2021-2022 and 2022-2023.

If you have any questions, please contact me at 713.629.0090 or Ashley.moore@Ryan.com.

Sincerely,

Ryan, LLC
Ashley Moore
Taxpayer's Representative
Enclosures – As Stated

Attachment: Ryan LLC, California Northern Railroad Claims For Refund FY 2021-22 (10105 : Request to consider CA Northern Railroad claims

Original

CLAIM FOR REFUND OF PROPERTY TAXES

To: Board of Supervisors, County of Colusa, California

The undersigned as California Northern Railroad, as delegated by the claimant herein, hereby makes this claim for refund of property tax on behalf of the claimant pursuant to Revenue and Taxation Code section 5097 and demands that the Board of Supervisors make its order directing the controller of said County to refund to claimant the sum of \$5,612.13 in taxes levied for the fiscal year 2021/2022. In support of said claim the undersigned states:

1. Claimant is and at all times herein mentioned was California Northern Railroad, a limited liability company duly organized and existing under the laws of the State of Oregon, with its principal place of business located at 200 Meridian Centre Ste 300 Rochester, NY 14618.
2. For fiscal year 2021/2022, the California State Board of Equalization assessed the value of claimant's unitary and nonoperating California property pursuant to its authority under Article XIII, section 19 of the California Constitution and section 721 of the Revenue and Taxation Code. Pursuant to its authority under Revenue and Taxation Code section 756, the California Board of Equalization transmitted a roll showing claimants unitary and nonoperating property in Colusa County. On the basis of said assessment and transmittal of said roll, taxes were levied on said property for said fiscal year in the sum of \$44,339.70 (Exhibit 1) and paid by claimant on full on or about November 16, 2021 (Exhibit 2).
3. Claimant is entitled to a refund of a portion of said taxes in the amount of \$5,612.13, plus appropriate interest, on the grounds that said taxes were erroneously and illegally

collected, or illegally assessed or levied, for the following reasons:

- a. The property tax rate applied to compute claimant's property taxes was in excess of the rate applied in the same year to property in the county assessed by the assessor of Colusa County, in violation of Article XIII, section 19 of the California Constitution and ITT World Communications v. City and County of San Francisco, 37 Cal. 3d 859 (1985).
- b. The property tax rate applied to compute claimant's property taxes exceeded the rate allowed by Article XIII A, section 1 of the California Constitution.
- c. The excess taxes are direction violation of the Railroad Revitalization and Regulatory Reform Act of 1976, 49 U.S.C. Section 11501 (b) (3).

4. No refund of said taxes, or any part thereof, has been previously made.

I declare under penalty of perjury that the foregoing is true and correct, and that I am authorized by claimant to make this claim for refund.

Dated: February 13, 2024 at 1233 West Loop S STE1500 Houston, TX 77027.

Name: Ashley N Moore

Title: Authorized Agent

Signature:



STATEMENT OF AUTHORIZATION

STATE OF CALIFORNIA
BOARD OF EQUALIZATION**2023**

Please return completed form to the State-Assessed Properties Division, Board of Equalization, P.O. Box 942879, MIC:61, Sacramento, CA 94279-0061. If you have any questions, you may contact us at 1-916-274-3270.

		SBE NUMBER 0810	
COMPANY NAME California Northern Railroad Company			
ADDRESS 200 Meridian Centre, Suite 300			
CITY Rochester		STATE NY	ZIP CODE 14618
DESIGNATED REPRESENTATIVE Ashley Moore		EMAIL ADDRESS Ashley.Moore@ryan.com	
ADDRESS 1233 W Loop S Suite 1600			
CITY Houston		STATE TX	ZIP CODE 77027
TELEPHONE NUMBER 713.629.0090		FAX NUMBER 713.629.0227	

Please be advised that the person listed above is authorized to act as our designated representative before the California State Board of Equalization in connection with the assessment of our property. Our designated representative may inspect or copy all information, documents, and records, including narrations and workpapers relating to the appraisal and the assessment of our property during the period January 1, 2022, through December 31, 2022, for the lien date 2023. I understand that this form must be filed annually in order for the representative status to remain current.

OWNER, PARTNER, OR OFFICER'S SIGNATURE <i>Lauren Valerio</i>	DATE 1/13/2023
SIGNATORY'S PRINTED NAME Lauren Valerio	TITLE Senior Accounting Manager

PRINT

Packet Pg. 776

Attachment: Ryan LLC, California Northern Railroad Claims For Refund FY 2021-22 (10105 : Request to consider CA Northern Railroad claims

EXHIBIT 1

11/21/2023 14:28

Sequence#	R/T#	Account#	Check#	Paid Date	Amount
1100136354	3110020	38878089	901658	11/23/2021	\$ 45132.36

ORIGINAL CHECK HAS MULTIPLE SECURITY FEATURES. PRINTED ON CHEMICAL REACTIVE TONER FUSE PAPER-SEE BACK FOR DETAILS

Genesee & Wyoming Inc. and Related Companies
200 Meridian Centre
Suite 300
Rochester, NY 14618

Citibank, N.A.
One Penn's Way
New Castle, DE 19720

0000901658
62-20/311

DATE 11/16/2021 **AMOUNT** \$45,132.36

Forty Five Thousand One Hundred Thirty Two Dollars and 36 Cents

Pay to the Order of:

COLUSA COUNTY TAX COLLECTOR
547 MARKET ST
STE 111
COLUSA, CA 95932
USA

Required if over \$25,000 Vold After 180 Days

HEAT SENSITIVE
VOID AREA TO VOID

⑈0000901658⑈ ⑆031100209⑆ 38878089⑈

For Deposit Only
U.S. Bank
PAY TO THE ORDER OF
U.S. BANK
FOR DEPOSIT ONLY
COUNTY OF COLUSA
TREASURER/TAX COLLECTOR
157506724861

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR NATIONAL INSTITUTION USE

Credited to Acct
157506724861 00000000230
Return Acct 157506724861

ORIGINAL
COUNTY OF COLUSA

FEDERAL RESERVE BOARD OF GOVERNORS REG. NO. 57

This security feature is on the back of the check:
- The front of the check has a colored background with "VOID" watermark, visible from the front and back.
- The back of the check has a watermark "Original Document".
- Shows a rippled texture when viewed under a bright light.

EXHIBIT 2

FOR PUBLICATION

UNITED STATES COURT OF APPEALS
FOR THE NINTH CIRCUITBNSF RAILWAY COMPANY,
Plaintiff-Appellee,

v.

COUNTY OF ALAMEDA; COUNTY OF
CONTRA COSTA; COUNTY OF
FRESNO; COUNTY OF KERN; COUNTY
OF MADERA; COUNTY OF MERCED;
COUNTY OF ORANGE; COUNTY OF
PLUMAS; COUNTY OF RIVERSIDE;
COUNTY OF SAN BERNARDINO;
COUNTY OF SAN JOAQUIN; COUNTY
OF STANISLAUS; COUNTY OF
TULARE,*Defendants-Appellants,*

and

COUNTY OF SAN DIEGO,

Defendant.

No. 20-15896

D.C. No.
4:19-cv-07230-
HSG

2 BNSF RAILWAY V. COUNTY OF ALAMEDA

BNSF RAILWAY COMPANY,
Plaintiff-Appellee,

v.

COUNTY OF SAN DIEGO,
Defendant-Appellant,

and

COUNTY OF ALAMEDA; COUNTY OF
CONTRA COSTA; COUNTY OF
FRESNO; COUNTY OF KERN; COUNTY
OF MADERA; COUNTY OF MERCED;
COUNTY OF ORANGE; COUNTY OF
PLUMAS; COUNTY OF RIVERSIDE;
COUNTY OF SAN BERNARDINO;
COUNTY OF SAN JOAQUIN; COUNTY
OF STANISLAUS; COUNTY OF
TULARE,

Defendants.

No. 20-15897

D.C. No.
4:19-cv-07230-
HSG

OPINION

Appeal from the United States District Court
for the Northern District of California
Haywood S. Gilliam, Jr., District Judge, Presiding

Argued and Submitted June 17, 2021
San Francisco, California

Filed August 5, 2021

BNSF RAILWAY V. COUNTY OF ALAMEDA

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Before: Sidney R. Thomas, Chief Judge, and
Daniel A. Bress and Patrick J. Bumatay, Circuit Judges.

Opinion by Chief Judge Thomas

SUMMARY*

Tax

The panel affirmed the district court's preliminary injunction in favor of BNSF Railway Company in BNSF's action alleging that several California counties are taxing railroad property at a higher rate than the rate applicable to commercial and industrial property in the same assessment jurisdiction, in violation of the Railroad Revitalization and Regulatory Reform Act of 1976, 49 U.S.C. § 11501(b)(3).

The panel held that the district court applied the correct preliminary injunction standard under 49 U.S.C. § 11501, which does not require courts to consider traditional equitable factors. Instead, binding circuit precedent establishes that a railroad is entitled to a preliminary injunction if its evidence demonstrates reasonable cause to believe that a violation of § 11501 has been, or is about to be committed.

The district court had observed that it is difficult to apply § 11501 to California, because California has no specific tax rate for commercial and industrial property. The panel held that the district court properly analyzed BNSF's tax rate

* This summary constitutes no part of the opinion of the court. It has been prepared by court staff for the convenience of the reader.

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under *Trailer Train Co. v. State Board of Equalization*, 697 F.2d 860, 867 (9th Cir.), *cert denied*, 464 U.S. 846 (1983), which provides a framework for identifying the proper tax comparison rate—in this case, a county’s average tax rate. The panel further held that the district court properly concluded that the Counties were overtaxing BNSF’s property in violation of § 11501(b)(3), because BNSF’s tax rate was higher than the average countywide tax rates for each county. Accordingly, the panel affirmed the district court.

The district court had rejected the Counties’ contention that the relevant assessment jurisdiction is the State. The panel suggested that, as proceedings continue, the district court consider in the first instance whether the State or the county is the proper assessment jurisdiction.

COUNSEL

Margaret R. Prinzing (argued), Robin B. Johansen, and Omar El-Qoulaq, Olson Remcho LLP, Oakland, California, for Defendants-Appellants County of Alameda, County of Contra Costa, County of Fresno, County of Kern, County of Madera, County of Merced, County of Orange, County of Plumas, County of Riverside, County of San Bernardino, County of San Joaquin, County of Stanislaus, and County of Tulare.

Laura E. Blome (argued), Senior Deputy; Thomas E. Montgomery, County Counsel; Office of County Counsel, San Diego, California; for Defendant-Appellant County of San Diego.

BNSF RAILWAY V. COUNTY OF ALAMEDA

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Benjamin J. Horwich (argued), Munger Tolles & Olson LLP, San Francisco, California; Jessica Reich Baril, Munger Tolles & Olson LLP, Los Angeles, California; Misty Smith Kelley and John M. Phillips, Baker Donelson Bearman Caldwell & Berkowitz PC, Chattanooga, Tennessee; for Plaintiff-Appellee.

OPINION

THOMAS, Chief Judge:

This appeal requires us to consider whether California's taxation of railroad property complies with the Railroad Revitalization and Regulatory Reform Act of 1976, Pub. L. No. 94-210, § 306, 90 Stat. 31, 54-55 (1976) ("the 4-R Act"). BNSF Railway Company ("BNSF") owns property in various California Counties ("the Counties"). BNSF alleges that the Counties are taxing its property at a higher rate than the rate applicable to commercial and industrial property in the same assessment jurisdiction, in violation of the 4-R Act. 49 U.S.C. § 11501(b)(3).

The district court determined that the proper preliminary injunction standard under the 4-R Act asks whether BNSF had shown a "reasonable cause to believe" that the 4-R Act was being violated, and that the proper comparison class was the average countywide tax rate for each County. The district court issued a preliminary injunction, concluding BNSF had shown that the Counties were violating the 4-R Act because BNSF's tax rate was higher than the average countywide tax rates for each County.

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The district court had jurisdiction under 49 U.S.C. § 11501(c). We have jurisdiction under 28 U.S.C. § 1292(a). We review for abuse of discretion a district court's decision regarding preliminary injunctive relief. *Puente Ariz. v. Arpaio*, 821 F.3d 1098, 1103 (9th Cir. 2016). We review findings of fact for clear error and conclusions of law de novo. *Indep. Living Ctr. of S. Cal., Inc. v. Shewry*, 543 F.3d 1050, 1055 (9th Cir. 2008). However, where a district court's ruling rests solely on a premise of law and the facts are either established or undisputed, review is de novo. *See Harris v. Bd. of Supervisors, L.A. Cnty.*, 366 F.3d 754, 760 (9th Cir. 2004). We affirm.

I

A

Congress passed the 4-R Act out of concern for the financial stability of the nation's railway system. *Burlington N. R.R. Co. v. Okla. Tax Comm'n*, 481 U.S. 454, 457 (1987) (quoting 4-R Act § 101(a)). Recognizing that "railroads are easy prey for State and local tax assessors in that they are nonvoting, often nonresident, targets for local taxation, who cannot easily remove themselves from the locality," *Dep't of Revenue of Or. v. ACF Indus., Inc.*, 510 U.S. 332, 336 (1994) (internal quotation marks and citation omitted), Congress instituted "a prohibition on discriminatory state taxation of railroad property," *Okla. Tax Comm'n*, 481 U.S. at 457.

The 4-R Act establishes that "[t]he following acts unreasonably burden and discriminate against interstate commerce, and a State [or locality] may not do any of them:"

BNSF RAILWAY V. COUNTY OF ALAMEDA

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(1) Assess rail transportation property at a value that has a higher ratio to the true market value of the rail transportation property than the ratio that the assessed value of other commercial and industrial property in the same assessment jurisdiction has to the true market value of the other commercial and industrial property.

(2) Levy or collect a tax on an assessment that may not be made under paragraph (1) of this subsection.

(3) Levy or collect an ad valorem property tax on rail transportation property at a tax rate that exceeds the tax rate applicable to commercial and industrial property in the same assessment jurisdiction.

(4) Impose another tax that discriminates against a rail carrier providing transportation subject to the jurisdiction of the Board under this part.

49 U.S.C. § 11501(b).¹

¹ This provision was originally contained in § 306 of the 4-R Act. 90 Stat. 31, 54–55. The language “was slightly altered” upon recodification in 1978, but such alteration “may not be construed as making a substantive change in the laws repealed.” *Okla. Tax Comm’n*, 481 U.S. at 457 n.1 (internal quotation marks and citation omitted). Therefore, we “resolve any substantive conflicts between the original language of § 306 and the language in § [11501] in favor of the original language.” *Burlington N. R.R. Co. v. Dep’t of Revenue of State of Wash.*,

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B

As the district court stated, California's system of property taxation "is, in a word, complicated." California employs an ad valorem (or value-based) property tax system. Cal. Const. art. XIII, § 1. Taxation follows a three-step process: (1) the value of taxable property is assessed, (2) the tax rate is computed, and (3) the tax is levied from the taxpayer. For most property, its value is assessed (and its rate is calculated) at the local level. *See* Cal. Rev. & Tax. Code § 404. But for a subset of property delineated in the California Constitution, including railroad property, the State assesses the value and calculates the applicable rate. Cal. Const. art. XIII, § 19.²

1

An understanding of California's system of taxation of locally assessed property is important for resolution of this case. Most property in California is locally assessed. County-level assessors determine the value of this property

934 F.2d 1064, 1066 n.1 (9th Cir. 1991). We reproduce the language of the original § 306 as relevant *infra*.

² California's Constitution establishes which property is state-assessed: "(1) pipelines, flumes, canals, ditches, and aqueducts lying within 2 or more counties and (2) property, except franchises, owned or used by regulated railway, telegraph, or telephone companies, car companies operating on railways in the State, and companies transmitting or selling gas or electricity." Cal. Const. art. XIII, § 19.

BNSF RAILWAY V. COUNTY OF ALAMEDA

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for tax purposes. *See* Cal. Rev. & Tax. Code § 404.³ This property is classified into one of two rolls: the secured roll or the unsecured roll. The secured roll contains “property the taxes on which are a lien on real property sufficient . . . to secure payment of the taxes.” *Id.* § 109. In practice, this is most real property. The unsecured roll contains all other property. *Id.* § 109; 1 Sean Flavin, *Taxing California Property* §§ 12:3–12:4 (4th ed. 2020). There is no further subdivision based on use; for example, both the secured and unsecured roll contain both residential property and commercial and industrial property.

After determining the appropriate roll, Counties next assign locally assessed property to a particular tax rate area (“TRA”) based on the property’s location, and that TRA’s tax rate is applied to the property. A TRA is a small geographical area serviced by the same combination of local government entities, including the county, city, special district, and school districts. Cal. Rev. & Tax. Code § 95(g). A county may have hundreds or thousands of TRAs—for example, San Diego County has over five thousand TRAs.⁴

The tax rate for property on the secured roll is taxed at a rate calculated under a formula found in § 93 of the California Revenue and Taxation Code (“the Code”), and it

³ The assessment ratio of real property is limited by constitutional amendment in California. *See* Cal. Const. art. XIII A, § 1 (“Proposition 13”).

⁴ San Diego County requests that we take judicial notice of several publicly available documents explaining the taxation process in that County and in California. These documents are matters of public record, and we grant the motion. Fed. R. Evid. 201(b)(1)–(2); *Lee v. City of Los Angeles*, 250 F.3d 668, 689 (9th Cir. 2001).

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is specific to a particular TRA. The § 93 formula contains two components: the first component is a general tax levy, calculated at 1%. Cal. Const. art. XIII A, § 1(a); Cal. Rev. & Tax. Code § 93. The second component, referred to as the “debt service component,” is the amount needed as a percentage of property values to produce enough revenue to make payments for the interest and principal on all voter-approved bonded indebtedness issued by any of the various local entities, Cal. Rev. & Tax. Code § 93; *see also* Cal. Gov. Code § 29100, such as a voter-approved bond that funds school construction in the elementary school district serving that TRA. For locally assessed property on the unsecured roll, the rate is the § 93 rate for the previous year for that TRA. Cal. Const. art. XIII, § 12; Cal. Rev. & Tax. Code § 2905. This formula ensures that each TRA will have enough revenue to make payments for the interest and principal on its bonded indebtedness. The rate is then applied to the assessed value of the property on the assessment rolls, *see* Cal. Rev. & Tax. Code § 2152, and collected. *Id.* § 2602. As a result, each County, with its hundreds or thousands of TRAs, likewise has hundreds or thousands of different tax rates applied to property in that County, and these rates apply to all property in that TRA, without regard to use, i.e., whether commercial and industrial or residential or otherwise.

2

Other property, including railroad property, is State-assessed. *See* Cal. Const. art. XIII, § 19. State-assessed property is also classified onto either the secured or unsecured roll. However, for this property, the *State* assesses its value for tax purposes, as opposed to the counties, Cal.

BNSF RAILWAY V. COUNTY OF ALAMEDA 11

Const. art. XIII, § 19, and applies a different formula to calculate the tax rate. *See* Cal. Rev. & Tax. Code § 100.

The assessment process for some of this property, including BNSF's property, is different from standard local assessment. For this subset of State-assessed property, known as "unitary property," the value is calculated under the unit valuation method. *Id.* §§ 723, 723.1. Under this method, the State Board of Equalization ("the State Board") first calculates the value of a taxpayer's entire system, i.e., BNSF's railroad property nationwide. Then, the State Board allocates a portion of that value to California, and further allocates that value among the various counties in which the taxpayer's property is located. The unit valuation method is meant to account for the valuation of assets where the component parts are valuable as a whole, but less valuable in isolation. For example, in the railway context, "ten miles of [railroad] track would have a questionable value, other than as scrap, without the benefit of the rest of the system as a whole." *Am. Airlines, Inc. v. Cnty. of San Mateo*, 912 P.2d 1198, 1208 (Cal. 1996) (alterations and citation omitted).

The tax rate applied to State-assessed property is calculated under a formula different from the § 93 formula. Due to a lengthy legislative history, unitary property holders do not need to demonstrate the TRAs in which their property is located.⁵ Instead, their countywide value is allocated to a

⁵ Prior to 1986, the value of unitary property was not allocated to the counties—instead, taxpayers reported to individual local TRAs where their property was located. There was no separate tax rate for unitary property; the local taxing jurisdictions applied their own rates. Under this system, an individual assessee had to report in thousands of TRAs. A series of state legislation established today's system. *See* 1986 Cal. Stat. 5217, 5223–24 (establishing that the State Board will allocate unitary

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countywide TRA with a single tax rate. *See* Cal. Rev. & Tax. Code § 100.11(a)(2)(B). For this reason, the tax rate applied cannot be informed by the debt service needs of the particular TRA where the property is located. *Compare id.* § 93. State-assessed property is therefore taxed under a different formula established in § 100 of the Code, the “unitary rate.” *Id.* § 100.

Like § 93, § 100’s first component is effectively a 1% general tax levy. *Id.* § 100(b)(1). Section 100’s second component is also a debt service component, but it is calculated differently from § 93’s. Section 100’s debt service component is calculated as the previous year’s unitary debt service rate, *see id.* § 100(b)(2)(A), multiplied by the percentage change between the two preceding fiscal years in the county’s ad valorem debt service *levy* (not rate) for the secured roll. *Id.* § 100(b)(2)(B). The formula for the second component means that the unitary rate is based on the change in absolute dollars of the county’s debt service rate, not changes in the percentage that taxpayers are paying. According to BNSF, it is this component that accounts for the divergence between the §100 and § 93 rates. Specifically, if the tax rate applied to the secured roll increases, but the property values also rise, the § 93 rate will not rise. But the

property value to a county’s existing TRAs, irrespective of the property’s actual location); 1987 Cal. Stat. 2959, 2959–61 (creating a single countywide TRA for unitary property so that each taxpayer receives only one tax bill per county); 1988 Cal. Stat. 2087, 2094–95 (tying the tax rates for unitary property to the unitary and operating non-unitary data rather than the total county-wide data, effectively implementing what is now § 100(b)(2)(A)). In 2006, the 1987 and 1988 laws were applied to railroads, 2006 Cal. Legis. Serv. ch. 791 (A.B. 2670) (West), via a bill “introduced on behalf of the California Railroad Industry,” including BNSF.

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§ 100 rate will increase because it is based on the increase in actual dollars of debt service tax paid. The difference in tax rates between the countywide average tax rates (labeled as the "Section 11501 Benchmark Rate") and BNSF's rate (the "Plaintiff Unitary Rate") for the 2019–2020 tax year are represented below:

County	2019–20 Plaintiff Unitary Rate	2019–20 Section 11501 Benchmark Rate
Alameda	2.5187%	1.241%
Contra Costa	1.6865%	1.148%
Fresno	1.370408%	1.181%
Kern	1.611299%	1.24%
Kings	1.326084%	1.087%
Madera	1.203169%	1.089%
Merced	1.4109014%	1.088%
Orange	1.28173%	1.064%
Plumas	1.11652%	1.089%
Riverside	1.76133%	1.164%
San Bernardino	1.3645%	1.144%
San Diego	1.62331%	1.142%
San Joaquin	1.6922%	1.145%
Stanislaus	1.38011%	1.103%
Tulare	1.4002%	1.113%

The countywide average rates are calculated by the State Board every year, as required by statute. Cal. Rev. & Tax. Code § 11403. This average is calculated by dividing (1) the sum of all ad valorem property tax levies for a given county

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per year by (2) the sum of the assessed values of all property in that county for that year. *Id.*

C

Observing that BNSF's tax rate had deviated from the average countywide tax rates in each County, BNSF filed suit on November 1, 2019, alleging a violation of 49 U.S.C. § 11501(b)(3). BNSF sought a preliminary injunction preventing the Counties from collecting taxes at a rate higher than each County's average rate. The district court granted the preliminary injunction, noting that the law of this circuit does not require courts to consider traditional equitable factors in considering a § 11501 case, and instead requires issuance of a preliminary injunction upon a showing that "a violation of [§ 11501] has been, or is about to be committed." *See Burlington N. R.R. Co. v. Dep't of Revenue of State of Wash. (Burlington Northern v. Washington)*, 934 F.2d 1064, 1074–75 (9th Cir. 1991).

On the merits, the district court observed that the trouble with 4-R Act analysis in California is that "California has no specific tax rate for commercial and industrial property" against which to compare a railroad's rate. Accordingly, the court followed the approach outlined in *Trailer Train Co. v. State Board of Equalization*, 697 F.2d 860, 867 (9th Cir.), *cert. denied*, 464 U.S. 846 (1983), for identifying a proper comparison rate. The court first addressed *Trailer Train's* recommended comparison rate—the rate applicable to whichever roll, secured or unsecured, contains the "majority of the commercial and industrial property" in the State. *Id.* at 867. Although the secured roll almost certainly contains the majority of commercial and industrial property, the "tax rate applicable" to the secured roll, *id.*, "cannot be

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determined,” because property on the secured roll is “spread among the hundreds or thousands of TRAs in each County.” In other words, there is no single identifiable tax rate applicable to the secured roll. Therefore, the district court followed *Trailer Train*’s fallback approach and compared BNSF’s tax rate to the *average* tax rate. *See Trailer Train*, 697 F.2d at 867. In doing so, it used Counties as the relevant assessment jurisdiction. Although this property too is spread across hundreds or thousands of TRAs, the *average* rate is readily available, since the State Board is required by statute to calculate it each year. *See* Cal. Rev. & Tax. Code § 11403.

The district court rejected the Counties’ proposal to compare BNSF’s rate only to the rates for other State-assessed taxpayers—who pay the same § 100 rate that BNSF pays. The Counties argued that the relevant “assessment jurisdiction” is the State, and as such the court should compare only to other State-assessed property. *See* 49 U.S.C. § 11501(b)(3). The district court held that, even if the State (as opposed to the County) were the appropriate assessment jurisdiction, the commercial and industrial property *in the State* is clearly not limited to the group of mostly utility company property that is State-assessed. *See* Cal. Const. art. XIII, § 19. Moreover, the court observed that to limit the comparison class to “a relatively narrow subset of other state-assessed utilities and other entities that pay the same unitary tax rate,” would depart from Congress’s intention to “link railroads’ fate” to commercial and industrial taxpayers.

The district court also rejected the Counties’ argument that BNSF needed to make an independent showing of discrimination in order to prevail under § 11501(b)(3). The court held that subsection (b)(3) “does not require proof of discrimination, because Congress has already declared in the

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preface of Section 11501(b) that the imposition of such an ad valorem property tax rate disparity ‘unreasonably burden[s] and discriminate[s] against interstate commerce.’”

The district court’s amended preliminary injunction order requires BNSF to deposit the enjoined amount of taxes for the 2019–2020 tax year in an escrow account and deposit the enjoined amount for future tax years when those tax payments would be due. The preliminary injunction enjoins the collection of only the disputed portion of BNSF’s taxes, not the collection of the undisputed taxes.

II

As a threshold matter, we must first determine whether the district court applied the correct standard in awarding a preliminary injunction to BNSF. We generally consider traditional equitable factors when evaluating requests for preliminary injunctions. *See BOKF, NA v. Estes*, 923 F.3d 558, 561–62 (9th Cir. 2019) (listing factors). However, in some circumstances, a statute will prescribe that a showing of a violation of the statute alone warrants the issuance of a preliminary injunction. *See Burlington Northern v. Washington*, 934 F.2d at 1074 (quoting *Atchison, Topeka and Santa Fe Ry. Co. v. Lennen*, 640 F.2d 255, 258 (10th Cir. 1981)); *cf. Weinberger v. Romero-Barcelo*, 456 U.S. 305, 313–14 (1982). In *Trailer Train*, we held that the 4-R Act falls within this limited category, 697 F.2d at 869, and we reaffirmed that reasoning more recently in *Burlington Northern v. Washington*, 934 F.2d at 1074 (“Although we need not reach this issue, we note that [this injunction standard] is supported by the existing case law.”). As the district court correctly observed, these cases constitute binding circuit precedent establishing the proper injunction

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standard for violations of the 4-R Act: the railroad “is entitled to a preliminary injunction if its evidence demonstrates reasonable cause to believe that [§ 11501] has been violated, or is about to be violated.” *Id.* at 1075 (internal quotation marks omitted).

Romero-Barcelo does not qualify as intervening irreconcilable authority that would require deviation from our circuit precedent. See *Miller v. Gammie*, 335 F.3d 889, 893 (9th Cir. 2003) (en banc). First, and importantly, *Romero-Barcelo* was not intervening authority: it was decided on April 27, 1982, after *Trailer Train* was argued but more than seven months before *Trailer Train* was decided on January 25, 1983. Compare *Romero-Barcelo*, 456 U.S. at 305, with *Trailer Train*, 697 F.2d at 860. Thus, the *Trailer Train* panel had the benefit of consulting the reasoning in *Romero-Barcelo* before issuing its decision.⁶

Second, *Romero-Barcelo* is not irreconcilable with *Trailer Train*. The irreconcilability requirement is a “high standard.” *FTC v. Consumer Def., LLC*, 926 F.3d 1208, 1213 (9th Cir. 2019). “[I]f we can apply our precedent consistently with that of the higher authority, we must do so. . . . [I]t is not enough for there to be some tension between the intervening higher authority and prior circuit precedent.” *Id.* (internal quotation marks and citations omitted). In *Romero-Barcelo*, the Supreme Court held that a certain provision of the Federal Water Pollution and Control Act did not withdraw courts’ traditional equitable discretion. 456 U.S. at 320. The

⁶ We also note that this court reaffirmed *Trailer Train*’s preliminary injunction standard in 1991 in *Burlington Northern v. Washington*, nearly a decade after *Romero-Barcelo* was decided. *Burlington Northern v. Washington*, 934 F.2d at 1074–75.

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Supreme Court cautioned that courts should apply equitable principles “[u]nless a statute in so many words, or by a necessary and inescapable inference, restricts the court’s jurisdiction in equity.” *Id.* at 313 (quoting *Porter v. Warner Holding Co.*, 328 U.S. 395, 398 (1946)). These instructions are not “irreconcilable” with our holding in *Trailer Train* that § 11501 “clearly falls within” the exception for statutes that “specifically provide[] for injunctive relief.” 697 F.2d at 869. Indeed, *Trailer Train* followed these requirements, looking to the language of the original § 306, which specified that “the district courts of the United States shall have jurisdiction . . . to grant such mandatory or prohibitive injunctive relief . . . as may be necessary to prevent, restrain, or terminate any acts in violation of this section.” 4-R Act of 1976, § 306(2) (emphasis added); *Trailer Train*, 697 F.2d at 869 & n.16. *Trailer Train*’s interpretation of this language is a holding that we “can apply . . . consistently,” *Consumer Def.*, 926 F.3d at 1213, with the Supreme Court’s instruction in *Romero-Barcelo* to look to the statute’s direct command or necessary and inescapable inference. *See* 456 U.S. at 313. The district court applied the correct injunction standard to this case.

III

On the merits, the Counties’ arguments fall into three categories. The first two involve the Counties’ contention that the district court erred in selecting the countywide average tax rates as the baseline rate against which it compared BNSF’s rate. First, the Counties argue that the district court only arrived at that rate by following the *Trailer Train* framework, which was error because *Trailer Train* involved a prior version of California’s property taxation system, under which railroads were not taxed at the unitary

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rate. Second, the Counties argue that the district court should have disregarded the *Trailer Train* framework and compared BNSF's property only to other property taxed at the unitary rate, *see* Cal. Rev. & Tax. Code § 100, since this is the only property in the same "assessment jurisdiction." 49 U.S.C. § 11501(b)(3); *see id.* § 11501(a)(2). Third, and separately, the Counties contend that BNSF was required to make a threshold showing that its tax rate was not only different, but also discriminatory. BNSF cannot do so, the Counties contend, because they are justified in taxing BNSF subject to the unitary rate since BNSF lobbied for the change in state law that subjected it to this rate. We address each argument in turn.

A

The 4-R Act prohibits States and localities from taxing railroad property "at a tax rate that exceeds the tax rate generally applicable to commercial and industrial property in the same assessment jurisdiction." 49 U.S.C. § 11501(b)(3). As we noted in *Trailer Train*, and as is still true today, it is difficult to apply this statute to California, since California "has no specific tax rate for commercial and industrial property." *Trailer Train*, 697 F.2d at 867. Thus, the baseline rates to which we should compare a railroad's rate are not readily apparent.

We first addressed this issue in *Trailer Train* in 1983, the only time this court has applied subsection (b)(3) to California's system of taxation. At that time, the tax rate applied to private rail cars was essentially the weighted average of the prior year's secured and unsecured rates. *Id.* at 863. The Board determined that the recently established tax rate limitations in Proposition 13 applied to private

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railcars, and it taxed Trailer Train's property at the lower rate required by Proposition 13 for the 1978–1979 tax year. *Id.* at 863–64. In 1980, when the California Supreme Court ruled that the Proposition 13 tax rate limitation did not apply to the unsecured roll, the Board interpreted the Court's decision to mean Proposition 13 must not apply to private railcars and determined that its rate reduction on railcars for the 1978–1979 tax year was improper. *Id.* The Board recalculated the tax at a higher rate. *Id.* Railway companies sued to enjoin collection of taxes at the higher rate as a violation of 49 U.S.C. § 11501(b)(3). *Id.*

To address the issue of the proper comparison rate, *Trailer Train* outlined two approaches. The first approach instructs a court to ascertain which roll, secured or unsecured, contains the majority of California's commercial and industrial property. *Id.* at 867. "The tax rate applicable to the roll that contained the majority of commercial and industrial property shall be deemed" the proper comparison rate. *Id.* As a second, fallback approach, the court instructed that, if that determination is "not possible, the average tax rate for all property shall be used as the basis for comparison." *Id.*⁷

The Counties do not suggest any persuasive reason for departing from this framework. To be sure, the choice between the secured roll, the unsecured roll, or the average of

⁷ The district court was correct to move to *Trailer Train*'s second option when no party offered data reflecting the tax rate applicable to the secured roll or otherwise limited to only commercial and industrial property. We are not persuaded by the Counties' contention that BNSF should have provided such data. BNSF's expert represented below that BNSF did not believe those numbers were "published or readily ascertainable." If the Counties, who are in possession of the tax rate data, wish the district court to consider these rates, then they may produce them.

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all tax rates had the potential for a more significant impact at the time of *Trailer Train*: at that time, the two rates were quite different, *see id.* at 864, whereas today they may not diverge as dramatically. However, the district court was correct that the central question of *Trailer Train*—how to identify the proper comparison rate to capture commercial and industrial property in California, *see id.* at 867—remains equally relevant in this case. This is the question that *Trailer Train* answered by pointing us to either the rate applicable to the secured or unsecured roll or the average rate applied to all property. The evolution in California’s system of taxation does not provide a sufficient reason to deviate from these instructions.⁸

B

The Counties also urge deviation from *Trailer Train* because the district court should have compared BNSF’s rate to other State-assessed taxpayers’ rates rather than the countywide averages, since the only property in the same “assessment jurisdiction” as BNSF is other State-assessed unitary property. The Counties thus argue that they comply with the 4-R Act because they do not treat BNSF differently from other unitary property taxpayers. We disagree.

The 4-R Act forbids railroads from being taxed at a rate that exceeds the rate applicable to commercial and industrial property “in the same assessment jurisdiction.” 49 U.S.C.

⁸ San Diego County argues that the district court needed to compare BNSF’s tax rate for its specific parcels to the tax rate for the corresponding TRA. We decline to reach this argument since it was not raised below. *See Detrich v. Ryan*, 740 F.3d 1237, 1248–49 (9th Cir. 2013) (en banc).

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§ 11501(b)(3). The statute defines “assessment jurisdiction” as “a geographical area in a State used in determining the assessed value of property for ad valorem taxation.” *Id.* § 11501(a)(2). The Counties argue that the State is the appropriate assessment jurisdiction here, and that therefore, the district court should have compared BNSF’s rate to the rate applied to other State-assessed entities: the § 100 rate. *See* Cal. Const. art. XIII, § 19; Cal. Rev. & Tax. Code § 100.

Yet even if the State were the appropriate assessment jurisdiction, the Counties’ proposal cannot pass muster. If the State were the appropriate assessment jurisdiction, then the statute instructs that the proper comparison rate is that applicable to “commercial and industrial property in the same assessment jurisdiction”—the State of California. 49 U.S.C. § 11501(b)(3). Commercial and industrial property in California certainly is not limited to the small subset of State-assessed property. Furthermore, the definition of “assessment jurisdiction” is a “geographical area.” *Id.* § 11501(a)(2). The statute does not require comparison only to other entities assessed by the same agency, just entities within the appropriate “geographical area.”⁹ Thus, if the State were the appropriate assessment jurisdiction, the proper comparison would be to *all* commercial and industrial property in the State, not just the limited group of State-assessed entities.

Furthermore, the Counties’ proposal to compare BNSF’s tax rate only to the rate applied to State-assessed property, a limited set of property mostly owned by utility companies that pay the same tax rate as BNSF, runs contrary to the

⁹ For this reason we are also not persuaded by San Diego County’s argument that the countywide TRA (as opposed to the County) is the proper assessment jurisdiction.

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purpose of the 4-R Act. Congress's goal in passing this legislation was to ensure railroads were treated equally as taxpayers. See *CSX Transp., Inc. v. Ala. Dep't of Revenue* (CSX I), 562 U.S. 277, 280 (2011); see also *Okla. Tax Comm'n*, 481 U.S. at 457. To do so, the statute instructs comparison to "commercial and industrial property"—a deliberately broad term. 49 U.S.C. § 11501(b). Moreover, a comparison to entities paying *the same tax rate* would deprive this subsection of nearly all meaning. It was, in part, for this reason that we recently rejected a similar proposal to compare railroad property only to centrally assessed property under a different subsection of the 4-R Act. See *BNSF Ry. Co. v. Or. Dep't of Revenue*, 965 F.3d 681, 692 (9th Cir. 2020) (noting that such a comparison would "deprive subsection (b)(4) of all real-world effect"). Accordingly, we affirm the district court's decision to not compare BNSF's rate only to other State-assessed taxpayers' rates.¹⁰

C

Finally, the Counties contend that the statute requires BNSF to demonstrate not only that there is a difference in tax rates, but also that any difference is discriminatory. The

¹⁰ The district court assumed that the county was the proper assessment jurisdiction rather than the State. We agree that, under either possible assessment jurisdiction, the Counties' proposal to compare BNSF only to other State-assessed taxpayers must fail. We also recognize that the effect of selecting either the county or the State is slight, since the countywide averages do not significantly diverge from the statewide averages. However, we note that it would be appropriate for the district court to examine this issue in the first instance as proceedings continue, especially considering our case law interpreting the phrase "the same assessment jurisdiction" in the subsection (b)(1) context. See *Arizona v. Atchison, Topeka, & Santa Fe Ry. Co.*, 656 F.2d 398, 405 (9th Cir. 1981).

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Supreme Court has defined discrimination in the 4-R Act context to mean “failure to treat all persons equally when no reasonable distinction can be found between those favored and those not favored.” *CSX I*, 562 U.S. at 286 (quoting Black’s Law Dictionary 534 (9th ed. 2009)). The Counties contend that BNSF cannot show discrimination because the Counties are justified in taxing BNSF at the unitary rate, the rate at which BNSF itself lobbied to be taxed. *See Ala. Dep’t of Revenue v. CSX Transp., Inc. (CSX II)*, 575 U.S. 21, 31 (2015) (“[A tax] does not discriminate unless it treats railroads differently from other *similarly situated* taxpayers *without sufficient justification*.”). The Counties also contend that, since discrimination requires that an individual entity be treated worse than similarly situated entities, the proper comparison group is other State-assessed, unitary property.

However, the Counties arguments are unsuccessful at the outset because no independent showing of discrimination is required for subsection (b)(3) claims. The Supreme Court has clearly stated that “[w]hat subsection (b)(4) requires, and subsections (b)(1)–(3) do not, is a showing of *discrimination*—of a failure to treat similarly situated persons alike.” *CSX II*, 575 U.S. at 27 (emphasis in original); *see also Trailer Train*, 697 F.2d at 866–67 (explaining that to “discern whether California has imposed a discriminatory tax rate in violation of [subsection] (b)(3),” the court’s task was “to compare the tax rate applied to the Companies’ railroad cars with that generally applicable to commercial and industrial property”).

The text of the statute is not to the contrary. The preface to § 11501(b) states: “The following acts unreasonably burden *and discriminate against* interstate commerce.” 49 U.S.C. § 11501(b) (emphasis added). The language of the

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original § 306, states that “any action described in this subsection is *declared to constitute* an unreasonable and unjust *discrimination against*, and an undue burden on, interstate commerce.” 4-R Act § 306(1) (emphasis added). It is true that subsection (b)(4) includes the term “discrimination,” whereas the term is absent from subsections (b)(1)–(3). However, this additional requirement was likely included because subsection (b)(4) is a catch-all provision. *CSX I*, 562 U.S. at 280–81. The inclusion of a discrimination requirement in this broader provision makes sense: discrimination may come in forms other than the three types listed in subsections (b)(1)–(3), but in that case an additional showing of discrimination, rather than simply difference, is required. *See CSX II*, 575 U.S. at 27. Accordingly, since BNSF was not required to show discrimination, we need not address the Counties’ arguments that BNSF would be unable to make this showing.

IV

In sum, the district court applied the correct preliminary injunction standard, properly analyzed BNSF’s tax rate under the *Trailer Train* framework, and concluded that the Counties were overtaxing BNSF’s property in violation of § 11501(b)(3). Accordingly, we affirm the district court, and suggest that, as proceedings continue, the district court consider in the first instance whether the State or the county is the proper assessment jurisdiction.

AFFIRMED.

**AMENDED**

1233 W Loop S
Suite 1500
Houston, TX 77027
Tel. 713.629.0090
Fax 713.629.0227

www.ryan.com

SENT VIA EMAIL TO BWHEELER@COUNTYOFCOLUSA.COM

May 10, 2024

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

RE: CLAIM FOR REFUND OF PROPERTY TAXES
Taxpayer: California Northern Railroad
SBE Number:810

Enclosed please find the amended Claim for refund of property tax for the above referenced taxpayer for tax year 2021-2022.

If you have any questions, please contact me at 713.629.0090 or Ashley.moore@Ryan.com.

Sincerely,

A handwritten signature in black ink, appearing to read "Ashley Moore", with a stylized, wavy line for the surname.

Ryan, LLC
Ashley Moore
Taxpayer's Representative
Enclosures – As Stated

Attachment: Ryan LLC, California Northern Railroad Claims For Refund FY 2021-22 (10105 : Request to consider CA Northern Railroad claims

CLAIM FOR REFUND OF PROPERTY TAXES

AMENDED

To: Board of Supervisors, County of Colusa, California

The undersigned as California Northern Railroad, as delegated by the claimant herein, hereby makes this claim for refund of property tax on behalf of the claimant pursuant to Revenue and Taxation Code section 5097 and demands that the Board of Supervisors make its order directing the controller of said County to refund to claimant the sum of \$4,831.60 in taxes levied for the fiscal year 2021/2022. In support of said claim the undersigned states:

1. Claimant is and at all times herein mentioned was California Northern Railroad, a limited liability company duly organized and existing under the laws of the State of Oregon, with its principal place of business located at 200 Meridian Centre Ste 300 Rochester, NY 14618.
2. For fiscal year 2021/2022, the California State Board of Equalization assessed the value of claimant's unitary and nonoperating California property pursuant to its authority under Article XIII, section 19 of the California Constitution and section 721 of the Revenue and Taxation Code. Pursuant to its authority under Revenue and Taxation Code section 756, the California Board of Equalization transmitted a roll showing claimants unitary and nonoperating property in Colusa County. On the basis of said assessment and transmittal of said roll, taxes were levied on said property for said fiscal year in the sum of \$45,132.36 (Exhibit 1) and paid by claimant on full on or about November 16, 2021 (Exhibit 2).
3. Claimant is entitled to a refund of a portion of said taxes in the amount of \$4,831.60, plus appropriate interest, on the grounds that said taxes were erroneously and illegally

AMENDED

collected, or illegally assessed or levied, for the following reasons:

- a. The property tax rate applied to compute claimant's property taxes was in excess of the rate applied in the same year to property in the county assessed by the assessor of Colusa County, in violation of Article XIII, section 19 of the California Constitution and ITT World Communications v. City and County of San Francisco, 37 Cal. 3d 859 (1985).
- b. The property tax rate applied to compute claimant's property taxes exceeded the rate allowed by Article XIII A, section 1 of the California Constitution.
- c. The excess taxes are direction violation of the Railroad Revitalization and Regulatory Reform Act of 1976, 49 U.S.C. Section 11501 (b) (3).

4. No refund of said taxes, or any part thereof, has been previously made.

I declare under penalty of perjury that the foregoing is true and correct, and that I am authorized by claimant to make this claim for refund.

Dated: May 10, 2024 at 1233 West Loop S STE1500 Houston, TX 77027.

Name: Ashley N Moore

Title: Authorized Agent

Signature: 

STATEMENT OF AUTHORIZATION

STATE OF CALIFORNIA
BOARD OF EQUALIZATION**2023**

Please return completed form to the State-Assessed Properties Division, Board of Equalization, P.O. Box 942879, MIC:61, Sacramento, CA 94279-0061. If you have any questions, you may contact us at 1-916-274-3270.

		SBE NUMBER 0810	
COMPANY NAME California Northern Railroad Company			
ADDRESS 200 Meridian Centre, Suite 300			
CITY Rochester		STATE NY	ZIP CODE 14618
DESIGNATED REPRESENTATIVE Ashley Moore			
		EMAIL ADDRESS Ashley.Moore@ryan.com	
ADDRESS 1233 W Loop S Suite 1600			
CITY Houston		STATE TX	ZIP CODE 77027
TELEPHONE NUMBER 713.629.0090		FAX NUMBER 713.629.0227	

Please be advised that the person listed above is authorized to act as our designated representative before the California State Board of Equalization in connection with the assessment of our property. Our designated representative may inspect or copy all information, documents, and records, including narrations and workpapers relating to the appraisal and the assessment of our property during the period January 1, 2022, through December 31, 2022, for the lien date 2023. I understand that this form must be filed annually in order for the representative status to remain current.

OWNER, PARTNER, OR OFFICER'S SIGNATURE <i>Lauren Valerio</i>	DATE 1/13/2023
SIGNATORY'S PRINTED NAME Lauren Valerio	TITLE Senior Accounting Manager

Attachment: Ryan LLC, California Northern Railroad Claims For Refund FY 2021-22 (10105 : Request to consider CA Northern Railroad claims

PRINT

EXHIBIT 1

11/21/2023 14:28

Sequence#	R/T#	Account#	Check#	Paid Date	Amount
1100136354	3110020	38878089	901658	11/23/2021	\$ 45132.36

ORIGINAL CHECK HAS MULTIPLE SECURITY FEATURES. PRINTED ON CHEMICAL REACTIVE TONER FUSE PAPER-SEE BACK FOR DETAILS

Genesee & Wyoming Inc. and
Related Companies
200 Meridian Centre
Suite 300
Rochester, NY 14618

Chubb, N.A.
One Penn's Way
New Castle, DE 19720

0000901658
62-20/311

DATE 11/16/2021 AMOUNT \$45,132.36

Forty Five Thousand One Hundred Thirty Two Dollars and 36 Cents

Pay to the Order of:

COLUSA COUNTY TAX COLLECTOR
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COLUSA, CA 95932
USA

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LOW AREA TO TONER

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COUNTY OF COLUSA
TREASURER/TAX COLLECTOR
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Daniel A. Charter

Colusa County Treasurer/Tax Collector, 547 Market St. Suite 111, Colusa, CA 95932

SECURED TAX ROLL FOR FISCAL YEAR JULY 1, 2021 - JUNE 30, 2022

PROPERTY INFORMATION				IMPORTANT MESSAGES
ASMT NUMBER:	799-000-086-000	TAX RATE AREA:	000002	Original bill date 10/04/2021
ORIG ASMT:	799-000-086-000	ACRES:	0.00	
FEE NUMBER:	799-000-086-000			
LOCATION:	Map 0810 06 001	Par 01	LSD FROM UPRR	

3220 STATE ST, SUITE 200
SALEM, OR 97301

2021-2022

COUNTY VALUES, EXEMPTIONS, AND TAXES				
PHONE #	DESCRIPTION	PRIOR	CURRENT	BILLED
VALUATIONS (530) 458-0450	LAND	0	1498169	1498169
TAX RATES (530) 458-0400		0	0	0
EXEMPTIONS (530) 458-0450		0	0	0
PAYMENTS (530) 458-0440	STRUCTURAL IMPROVEMENTS	0	1460715	1460715
PERS PROP (530) 458-0450	PERSONAL PROPERTY	0	786539	786539
ADDR CHGS (530) 458-0450		0	0	0
GEN INQUIRIES (530) 458-0440		0	0	0
NET TAXABLE VALUE				3745423
VALUES X TAX RATE PER \$100 0.000000				\$373.94

VOTER APPROVED TAXES / TAXING AGENCY DIRECT CHARGES & SPECIAL ASSESSMENTS / FEES							\$373.94	
PHONE #	CODE	DESCRIPTION	ASSESSED VALUE	X	TAX RATE / 100	=	TAX AMOUNT	
(530) 458-0407	00003	PIERCE UNIFIED B&I #2 UNITARY DEBT	3745423		0.009984		\$373.94	
(530) 458-0407	00004	RAILROAD UNITARY PROP AB2670	3745423		1.000000		\$37 454.24	
(530) 458-7791	00009	COLUSA UNIFIED B&I UNITARY DEBT	3745423		0.019496		\$730.20	
(530) 458-0407	00011	WILLIAMS UNIFIED B&I #1 UNITARY DEBT	3745423		0.005666		\$212.22	
(530) 458-0407	00013	WILLIAMS UNIFIED B&I #2 UNITARY DEBT	3745423		0.004638		\$173.72	
(530) 458-0407	00014	PRINCETON UNIFIED B&I UNITARY DEBT	3745423		0.001684		\$63.08	
(530) 458-0407	00018	PIERCE UNIFIED B&I #5 UNITARY DEBT	3745423		0.007336		\$274.76	
(530) 458-0407	00019	YCCD 2006 ELECTION UNITARY DEBT	3745423		0.139450		\$5,223.00	
PHONE #	DESCRIPTION	DIR CHRG	PHONE #	DESCRIPTION	DIR CHRG	PHONE #	DESCRIPTION	DIR CHRG

PENALTY & COST		\$0.00	AGENCY TAXES	\$45,132.36
AGENCY TAXES + DIRECT CHARGES + FEES + PENALTY + COST + DELINQUENT PENALTIES			DIRECT CHARGES	\$0.00
			FEES	\$0.00
1st INSTALLMENT \$22,566.18	2nd INSTALLMENT \$22,566.18	TOTAL TAXES		\$44,758.42
DELINQUENT AFTER 12/10/2021	DELINQUENT AFTER 04/10/2022			\$45,132.36

COLUSA COUNTY SECURED PROPERTY TAXES - 2ND INSTALLMENT PAYMENT STUB

ASMT NUMBER: 799-000-086-000 TAX YEAR: 2021
ORIG ASMT: 799-000-086-000
FEE NUMBER: 799-000-086-000
LOCATION: Map 0810 06 001 Par 01 LSD FROM UPRR

MAKE CHECK PAYABLE TO:
Colusa County Tax Collector
547 Market St. Suite 111
Colusa, Ca 95932

3220 STATE ST, SUITE 200
SALEM, OR 97301

2021-2022 2ND

IF PAID BY 04/10/2022 \$22,566.18

DELINQUENT AFTER 04/10/2022 (INCLUDES 10% PENALTY OF \$2256.61 AND \$20.00 COST) \$24842.79

799000086000220210000022566180200002484279820214

CUT HERE

COLUSA COUNTY SECURED PROPERTY TAXES - 1ST INSTALLMENT PAYMENT STUB

ASMT NUMBER: 799-000-086-000 TAX YEAR: 2021
ORIG ASMT: 799-000-086-000
FEE NUMBER: 799-000-086-000
LOCATION: Map 0810 06 001 Par 01 LSD FROM UPRR

MAKE CHECK PAYABLE TO:
Colusa County Tax Collector
547 Market St. Suite 111
Colusa, Ca 95932

3220 STATE ST, SUITE 200
SALEM, OR 97301

2021-2022 1ST

IF PAID BY 12/10/2021 \$22,566.18

DELINQUENT AFTER 12/10/2021 (INCLUDES 10% PENALTY OF \$2256.61 AND \$0.00 COST) \$24822.79
TO PAY TOTAL TAXES, RETURN BOTH STUBS BY 12/10/2021 \$45132.36

7990000860002202100000225661801000024822792

Packet Pg. 811

Ad-valorem Taxes

Phone	Code	Description	Assessed Value	Tax Rate	Tax Amount
5304580407	00020	YCCD 2016 ELECTION UNITARY DEBT	3745423	0.016746	627.2000

EXHIBIT 2

FOR PUBLICATION

UNITED STATES COURT OF APPEALS
FOR THE NINTH CIRCUITBNSF RAILWAY COMPANY,
Plaintiff-Appellee,

v.

COUNTY OF ALAMEDA; COUNTY OF
CONTRA COSTA; COUNTY OF
FRESNO; COUNTY OF KERN; COUNTY
OF MADERA; COUNTY OF MERCED;
COUNTY OF ORANGE; COUNTY OF
PLUMAS; COUNTY OF RIVERSIDE;
COUNTY OF SAN BERNARDINO;
COUNTY OF SAN JOAQUIN; COUNTY
OF STANISLAUS; COUNTY OF
TULARE,*Defendants-Appellants,*

and

COUNTY OF SAN DIEGO,

Defendant.

No. 20-15896

D.C. No.
4:19-cv-07230-
HSG

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BNSF RAILWAY COMPANY,
Plaintiff-Appellee,

v.

COUNTY OF SAN DIEGO,
Defendant-Appellant,

and

COUNTY OF ALAMEDA; COUNTY OF
CONTRA COSTA; COUNTY OF
FRESNO; COUNTY OF KERN; COUNTY
OF MADERA; COUNTY OF MERCED;
COUNTY OF ORANGE; COUNTY OF
PLUMAS; COUNTY OF RIVERSIDE;
COUNTY OF SAN BERNARDINO;
COUNTY OF SAN JOAQUIN; COUNTY
OF STANISLAUS; COUNTY OF
TULARE,

Defendants.

No. 20-15897

D.C. No.
4:19-cv-07230-
HSG

OPINION

Appeal from the United States District Court
for the Northern District of California
Haywood S. Gilliam, Jr., District Judge, Presiding

Argued and Submitted June 17, 2021
San Francisco, California

Filed August 5, 2021

BNSF RAILWAY V. COUNTY OF ALAMEDA 3

Before: Sidney R. Thomas, Chief Judge, and
Daniel A. Bress and Patrick J. Bumatay, Circuit Judges.

Opinion by Chief Judge Thomas

SUMMARY*

Tax

The panel affirmed the district court's preliminary injunction in favor of BNSF Railway Company in BNSF's action alleging that several California counties are taxing railroad property at a higher rate than the rate applicable to commercial and industrial property in the same assessment jurisdiction, in violation of the Railroad Revitalization and Regulatory Reform Act of 1976, 49 U.S.C. § 11501(b)(3).

The panel held that the district court applied the correct preliminary injunction standard under 49 U.S.C. § 11501, which does not require courts to consider traditional equitable factors. Instead, binding circuit precedent establishes that a railroad is entitled to a preliminary injunction if its evidence demonstrates reasonable cause to believe that a violation of § 11501 has been, or is about to be committed.

The district court had observed that it is difficult to apply § 11501 to California, because California has no specific tax rate for commercial and industrial property. The panel held that the district court properly analyzed BNSF's tax rate

* This summary constitutes no part of the opinion of the court. It has been prepared by court staff for the convenience of the reader.

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under *Trailer Train Co. v. State Board of Equalization*, 697 F.2d 860, 867 (9th Cir.), *cert denied*, 464 U.S. 846 (1983), which provides a framework for identifying the proper tax comparison rate—in this case, a county’s average tax rate. The panel further held that the district court properly concluded that the Counties were overtaxing BNSF’s property in violation of § 11501(b)(3), because BNSF’s tax rate was higher than the average countywide tax rates for each county. Accordingly, the panel affirmed the district court.

The district court had rejected the Counties’ contention that the relevant assessment jurisdiction is the State. The panel suggested that, as proceedings continue, the district court consider in the first instance whether the State or the county is the proper assessment jurisdiction.

COUNSEL

Margaret R. Prinzing (argued), Robin B. Johansen, and Omar El-Qoulaq, Olson Remcho LLP, Oakland, California, for Defendants-Appellants County of Alameda, County of Contra Costa, County of Fresno, County of Kern, County of Madera, County of Merced, County of Orange, County of Plumas, County of Riverside, County of San Bernardino, County of San Joaquin, County of Stanislaus, and County of Tulare.

Laura E. Blome (argued), Senior Deputy; Thomas E. Montgomery, County Counsel; Office of County Counsel, San Diego, California; for Defendant-Appellant County of San Diego.

BNSF RAILWAY V. COUNTY OF ALAMEDA

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Benjamin J. Horwich (argued), Munger Tolles & Olson LLP, San Francisco, California; Jessica Reich Baril, Munger Tolles & Olson LLP, Los Angeles, California; Misty Smith Kelley and John M. Phillips, Baker Donelson Bearman Caldwell & Berkowitz PC, Chattanooga, Tennessee; for Plaintiff-Appellee.

OPINION

THOMAS, Chief Judge:

This appeal requires us to consider whether California's taxation of railroad property complies with the Railroad Revitalization and Regulatory Reform Act of 1976, Pub. L. No. 94-210, § 306, 90 Stat. 31, 54-55 (1976) ("the 4-R Act"). BNSF Railway Company ("BNSF") owns property in various California Counties ("the Counties"). BNSF alleges that the Counties are taxing its property at a higher rate than the rate applicable to commercial and industrial property in the same assessment jurisdiction, in violation of the 4-R Act. 49 U.S.C. § 11501(b)(3).

The district court determined that the proper preliminary injunction standard under the 4-R Act asks whether BNSF had shown a "reasonable cause to believe" that the 4-R Act was being violated, and that the proper comparison class was the average countywide tax rate for each County. The district court issued a preliminary injunction, concluding BNSF had shown that the Counties were violating the 4-R Act because BNSF's tax rate was higher than the average countywide tax rates for each County.

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The district court had jurisdiction under 49 U.S.C. § 11501(c). We have jurisdiction under 28 U.S.C. § 1292(a). We review for abuse of discretion a district court's decision regarding preliminary injunctive relief. *Puente Ariz. v. Arpaio*, 821 F.3d 1098, 1103 (9th Cir. 2016). We review findings of fact for clear error and conclusions of law de novo. *Indep. Living Ctr. of S. Cal., Inc. v. Shewry*, 543 F.3d 1050, 1055 (9th Cir. 2008). However, where a district court's ruling rests solely on a premise of law and the facts are either established or undisputed, review is de novo. *See Harris v. Bd. of Supervisors, L.A. Cnty.*, 366 F.3d 754, 760 (9th Cir. 2004). We affirm.

I

A

Congress passed the 4-R Act out of concern for the financial stability of the nation's railway system. *Burlington N. R.R. Co. v. Okla. Tax Comm'n*, 481 U.S. 454, 457 (1987) (quoting 4-R Act § 101(a)). Recognizing that "railroads are easy prey for State and local tax assessors in that they are nonvoting, often nonresident, targets for local taxation, who cannot easily remove themselves from the locality," *Dep't of Revenue of Or. v. ACF Indus., Inc.*, 510 U.S. 332, 336 (1994) (internal quotation marks and citation omitted), Congress instituted "a prohibition on discriminatory state taxation of railroad property," *Okla. Tax Comm'n*, 481 U.S. at 457.

The 4-R Act establishes that "[t]he following acts unreasonably burden and discriminate against interstate commerce, and a State [or locality] may not do any of them."

BNSF RAILWAY V. COUNTY OF ALAMEDA

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(1) Assess rail transportation property at a value that has a higher ratio to the true market value of the rail transportation property than the ratio that the assessed value of other commercial and industrial property in the same assessment jurisdiction has to the true market value of the other commercial and industrial property.

(2) Levy or collect a tax on an assessment that may not be made under paragraph (1) of this subsection.

(3) Levy or collect an ad valorem property tax on rail transportation property at a tax rate that exceeds the tax rate applicable to commercial and industrial property in the same assessment jurisdiction.

(4) Impose another tax that discriminates against a rail carrier providing transportation subject to the jurisdiction of the Board under this part.

49 U.S.C. § 11501(b).¹

¹ This provision was originally contained in § 306 of the 4-R Act. 90 Stat. 31, 54–55. The language “was slightly altered” upon recodification in 1978, but such alteration “may not be construed as making a substantive change in the laws repealed.” *Okla. Tax Comm’n*, 481 U.S. at 457 n.1 (internal quotation marks and citation omitted). Therefore, we “resolve any substantive conflicts between the original language of § 306 and the language in § [11501] in favor of the original language.” *Burlington N. R.R. Co. v. Dep’t of Revenue of State of Wash.*,

B

As the district court stated, California's system of property taxation "is, in a word, complicated." California employs an ad valorem (or value-based) property tax system. Cal. Const. art. XIII, § 1. Taxation follows a three-step process: (1) the value of taxable property is assessed, (2) the tax rate is computed, and (3) the tax is levied from the taxpayer. For most property, its value is assessed (and its rate is calculated) at the local level. *See* Cal. Rev. & Tax. Code § 404. But for a subset of property delineated in the California Constitution, including railroad property, the State assesses the value and calculates the applicable rate. Cal. Const. art. XIII, § 19.²

1

An understanding of California's system of taxation of locally assessed property is important for resolution of this case. Most property in California is locally assessed. County-level assessors determine the value of this property

934 F.2d 1064, 1066 n.1 (9th Cir. 1991). We reproduce the language of the original § 306 as relevant *infra*.

² California's Constitution establishes which property is state-assessed: "(1) pipelines, flumes, canals, ditches, and aqueducts lying within 2 or more counties and (2) property, except franchises, owned or used by regulated railway, telegraph, or telephone companies, car companies operating on railways in the State, and companies transmitting or selling gas or electricity." Cal. Const. art. XIII, § 19.

BNSF RAILWAY V. COUNTY OF ALAMEDA

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for tax purposes. *See* Cal. Rev. & Tax. Code § 404.³ This property is classified into one of two rolls: the secured roll or the unsecured roll. The secured roll contains “property the taxes on which are a lien on real property sufficient . . . to secure payment of the taxes.” *Id.* § 109. In practice, this is most real property. The unsecured roll contains all other property. *Id.* § 109; 1 Sean Flavin, *Taxing California Property* §§ 12:3–12:4 (4th ed. 2020). There is no further subdivision based on use; for example, both the secured and unsecured roll contain both residential property and commercial and industrial property.

After determining the appropriate roll, Counties next assign locally assessed property to a particular tax rate area (“TRA”) based on the property’s location, and that TRA’s tax rate is applied to the property. A TRA is a small geographical area serviced by the same combination of local government entities, including the county, city, special district, and school districts. Cal. Rev. & Tax. Code § 95(g). A county may have hundreds or thousands of TRAs—for example, San Diego County has over five thousand TRAs.⁴

The tax rate for property on the secured roll is taxed at a rate calculated under a formula found in § 93 of the California Revenue and Taxation Code (“the Code”), and it

³ The assessment ratio of real property is limited by constitutional amendment in California. *See* Cal. Const. art. XIII A, § 1 (“Proposition 13”).

⁴ San Diego County requests that we take judicial notice of several publicly available documents explaining the taxation process in that County and in California. These documents are matters of public record, and we grant the motion. Fed. R. Evid. 201(b)(1)–(2); *Lee v. City of Los Angeles*, 250 F.3d 668, 689 (9th Cir. 2001).

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is specific to a particular TRA. The § 93 formula contains two components: the first component is a general tax levy, calculated at 1%. Cal. Const. art. XIII, § 1(a); Cal. Rev. & Tax. Code § 93. The second component, referred to as the “debt service component,” is the amount needed as a percentage of property values to produce enough revenue to make payments for the interest and principal on all voter-approved bonded indebtedness issued by any of the various local entities, Cal. Rev. & Tax. Code § 93; *see also* Cal. Gov. Code § 29100, such as a voter-approved bond that funds school construction in the elementary school district serving that TRA. For locally assessed property on the unsecured roll, the rate is the § 93 rate for the previous year for that TRA. Cal. Const. art. XIII, § 12; Cal. Rev. & Tax. Code § 2905. This formula ensures that each TRA will have enough revenue to make payments for the interest and principal on its bonded indebtedness. The rate is then applied to the assessed value of the property on the assessment rolls, *see* Cal. Rev. & Tax. Code § 2152, and collected. *Id.* § 2602. As a result, each County, with its hundreds or thousands of TRAs, likewise has hundreds or thousands of different tax rates applied to property in that County, and these rates apply to all property in that TRA, without regard to use, i.e., whether commercial and industrial or residential or otherwise.

2

Other property, including railroad property, is State-assessed. *See* Cal. Const. art. XIII, § 19. State-assessed property is also classified onto either the secured or unsecured roll. However, for this property, the *State* assesses its value for tax purposes, as opposed to the counties, Cal.

BNSF RAILWAY V. COUNTY OF ALAMEDA

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Const. art. XIII, § 19, and applies a different formula to calculate the tax rate. *See* Cal. Rev. & Tax. Code § 100.

The assessment process for some of this property, including BNSF's property, is different from standard local assessment. For this subset of State-assessed property, known as "unitary property," the value is calculated under the unit valuation method. *Id.* §§ 723, 723.1. Under this method, the State Board of Equalization ("the State Board") first calculates the value of a taxpayer's entire system, i.e., BNSF's railroad property nationwide. Then, the State Board allocates a portion of that value to California, and further allocates that value among the various counties in which the taxpayer's property is located. The unit valuation method is meant to account for the valuation of assets where the component parts are valuable as a whole, but less valuable in isolation. For example, in the railway context, "ten miles of [railroad] track would have a questionable value, other than as scrap, without the benefit of the rest of the system as a whole." *Am. Airlines, Inc. v. Cnty. of San Mateo*, 912 P.2d 1198, 1208 (Cal. 1996) (alterations and citation omitted).

The tax rate applied to State-assessed property is calculated under a formula different from the § 93 formula. Due to a lengthy legislative history, unitary property holders do not need to demonstrate the TRAs in which their property is located.⁵ Instead, their countywide value is allocated to a

⁵ Prior to 1986, the value of unitary property was not allocated to the counties—instead, taxpayers reported to individual local TRAs where their property was located. There was no separate tax rate for unitary property; the local taxing jurisdictions applied their own rates. Under this system, an individual assessee had to report in thousands of TRAs. A series of state legislation established today's system. *See* 1986 Cal. Stat. 5217, 5223–24 (establishing that the State Board will allocate unitary

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countywide TRA with a single tax rate. *See* Cal. Rev. & Tax. Code § 100.11(a)(2)(B). For this reason, the tax rate applied cannot be informed by the debt service needs of the particular TRA where the property is located. *Compare id.* § 93. State-assessed property is therefore taxed under a different formula established in § 100 of the Code, the “unitary rate.” *Id.* § 100.

Like § 93, § 100’s first component is effectively a 1% general tax levy. *Id.* § 100(b)(1). Section 100’s second component is also a debt service component, but it is calculated differently from § 93’s. Section 100’s debt service component is calculated as the previous year’s unitary debt service rate, *see id.* § 100(b)(2)(A), multiplied by the percentage change between the two preceding fiscal years in the county’s ad valorem debt service *levy* (not rate) for the secured roll. *Id.* § 100(b)(2)(B). The formula for the second component means that the unitary rate is based on the change in absolute dollars of the county’s debt service rate, not changes in the percentage that taxpayers are paying. According to BNSF, it is this component that accounts for the divergence between the §100 and § 93 rates. Specifically, if the tax rate applied to the secured roll increases, but the property values also rise, the § 93 rate will not rise. But the

property value to a county’s existing TRAs, irrespective of the property’s actual location); 1987 Cal. Stat. 2959, 2959–61 (creating a single countywide TRA for unitary property so that each taxpayer receives only one tax bill per county); 1988 Cal. Stat. 2087, 2094–95 (tying the tax rates for unitary property to the unitary and operating non-unitary data rather than the total county-wide data, effectively implementing what is now § 100(b)(2)(A)). In 2006, the 1987 and 1988 laws were applied to railroads, 2006 Cal. Legis. Serv. ch. 791 (A.B. 2670) (West), via a bill “introduced on behalf of the California Railroad Industry,” including BNSF.

§ 100 rate will increase because it is based on the increase in actual dollars of debt service tax paid. The difference in tax rates between the countywide average tax rates (labeled as the "Section 11501 Benchmark Rate") and BNSF's rate (the "Plaintiff Unitary Rate") for the 2019–2020 tax year are represented below:

County	2019–20 Plaintiff Unitary Rate	2019–20 Section 11501 Benchmark Rate
Alameda	2.5187%	1.241%
Contra Costa	1.6865%	1.148%
Fresno	1.370408%	1.181%
Kern	1.611299%	1.24%
Kings	1.326084%	1.087%
Madera	1.203169%	1.089%
Merced	1.4109014%	1.088%
Orange	1.28173%	1.064%
Plumas	1.11652%	1.089%
Riverside	1.76133%	1.164%
San Bernardino	1.3645%	1.144%
San Diego	1.62331%	1.142%
San Joaquin	1.6922%	1.145%
Stanislaus	1.38011%	1.103%
Tulare	1.4002%	1.113%

The countywide average rates are calculated by the State Board every year, as required by statute. Cal. Rev. & Tax. Code § 11403. This average is calculated by dividing (1) the sum of all ad valorem property tax levies for a given county

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per year by (2) the sum of the assessed values of all property in that county for that year. *Id.*

C

Observing that BNSF's tax rate had deviated from the average countywide tax rates in each County, BNSF filed suit on November 1, 2019, alleging a violation of 49 U.S.C. § 11501(b)(3). BNSF sought a preliminary injunction preventing the Counties from collecting taxes at a rate higher than each County's average rate. The district court granted the preliminary injunction, noting that the law of this circuit does not require courts to consider traditional equitable factors in considering a § 11501 case, and instead requires issuance of a preliminary injunction upon a showing that "a violation of [§ 11501] has been, or is about to be committed." *See Burlington N. R.R. Co. v. Dep't of Revenue of State of Wash. (Burlington Northern v. Washington)*, 934 F.2d 1064, 1074–75 (9th Cir. 1991).

On the merits, the district court observed that the trouble with 4-R Act analysis in California is that "California has no specific tax rate for commercial and industrial property" against which to compare a railroad's rate. Accordingly, the court followed the approach outlined in *Trailer Train Co. v. State Board of Equalization*, 697 F.2d 860, 867 (9th Cir.), *cert. denied*, 464 U.S. 846 (1983), for identifying a proper comparison rate. The court first addressed *Trailer Train's* recommended comparison rate—the rate applicable to whichever roll, secured or unsecured, contains the "majority of the commercial and industrial property" in the State. *Id.* at 867. Although the secured roll almost certainly contains the majority of commercial and industrial property, the "tax rate applicable" to the secured roll, *id.*, "cannot be

BNSF RAILWAY V. COUNTY OF ALAMEDA

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determined,” because property on the secured roll is “spread among the hundreds or thousands of TRAs in each County.” In other words, there is no single identifiable tax rate applicable to the secured roll. Therefore, the district court followed *Trailer Train*’s fallback approach and compared BNSF’s tax rate to the *average* tax rate. *See Trailer Train*, 697 F.2d at 867. In doing so, it used Counties as the relevant assessment jurisdiction. Although this property too is spread across hundreds or thousands of TRAs, the *average* rate is readily available, since the State Board is required by statute to calculate it each year. *See* Cal. Rev. & Tax. Code § 11403.

The district court rejected the Counties’ proposal to compare BNSF’s rate only to the rates for other State-assessed taxpayers—who pay the same § 100 rate that BNSF pays. The Counties argued that the relevant “assessment jurisdiction” is the State, and as such the court should compare only to other State-assessed property. *See* 49 U.S.C. § 11501(b)(3). The district court held that, even if the State (as opposed to the County) were the appropriate assessment jurisdiction, the commercial and industrial property *in the State* is clearly not limited to the group of mostly utility company property that is State-assessed. *See* Cal. Const. art. XIII, § 19. Moreover, the court observed that to limit the comparison class to “a relatively narrow subset of other state-assessed utilities and other entities that pay the same unitary tax rate,” would depart from Congress’s intention to “link railroads’ fate” to commercial and industrial taxpayers.

The district court also rejected the Counties’ argument that BNSF needed to make an independent showing of discrimination in order to prevail under § 11501(b)(3). The court held that subsection (b)(3) “does not require proof of discrimination, because Congress has already declared in the

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preface of Section 11501(b) that the imposition of such an ad valorem property tax rate disparity ‘unreasonably burden[s] and discriminate[s] against interstate commerce.’”

The district court’s amended preliminary injunction order requires BNSF to deposit the enjoined amount of taxes for the 2019–2020 tax year in an escrow account and deposit the enjoined amount for future tax years when those tax payments would be due. The preliminary injunction enjoins the collection of only the disputed portion of BNSF’s taxes, not the collection of the undisputed taxes.

II

As a threshold matter, we must first determine whether the district court applied the correct standard in awarding a preliminary injunction to BNSF. We generally consider traditional equitable factors when evaluating requests for preliminary injunctions. *See BOKF, NA v. Estes*, 923 F.3d 558, 561–62 (9th Cir. 2019) (listing factors). However, in some circumstances, a statute will prescribe that a showing of a violation of the statute alone warrants the issuance of a preliminary injunction. *See Burlington Northern v. Washington*, 934 F.2d at 1074 (quoting *Atchison, Topeka and Santa Fe Ry. Co. v. Lennen*, 640 F.2d 255, 258 (10th Cir. 1981)); *cf. Weinberger v. Romero-Barcelo*, 456 U.S. 305, 313–14 (1982). In *Trailer Train*, we held that the 4-R Act falls within this limited category, 697 F.2d at 869, and we reaffirmed that reasoning more recently in *Burlington Northern v. Washington*, 934 F.2d at 1074 (“Although we need not reach this issue, we note that [this injunction standard] is supported by the existing case law.”). As the district court correctly observed, these cases constitute binding circuit precedent establishing the proper injunction

BNSF RAILWAY V. COUNTY OF ALAMEDA

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standard for violations of the 4-R Act: the railroad “is entitled to a preliminary injunction if its evidence demonstrates reasonable cause to believe that [§ 11501] has been violated, or is about to be violated.” *Id.* at 1075 (internal quotation marks omitted).

Romero-Barcelo does not qualify as intervening irreconcilable authority that would require deviation from our circuit precedent. *See Miller v. Gammie*, 335 F.3d 889, 893 (9th Cir. 2003) (en banc). First, and importantly, *Romero-Barcelo* was not intervening authority: it was decided on April 27, 1982, after *Trailer Train* was argued but more than seven months before *Trailer Train* was decided on January 25, 1983. Compare *Romero-Barcelo*, 456 U.S. at 305, with *Trailer Train*, 697 F.2d at 860. Thus, the *Trailer Train* panel had the benefit of consulting the reasoning in *Romero-Barcelo* before issuing its decision.⁶

Second, *Romero-Barcelo* is not irreconcilable with *Trailer Train*. The irreconcilability requirement is a “high standard.” *FTC v. Consumer Def., LLC*, 926 F.3d 1208, 1213 (9th Cir. 2019). “[I]f we can apply our precedent consistently with that of the higher authority, we must do so. . . . [I]t is not enough for there to be some tension between the intervening higher authority and prior circuit precedent.” *Id.* (internal quotation marks and citations omitted). In *Romero-Barcelo*, the Supreme Court held that a certain provision of the Federal Water Pollution and Control Act did not withdraw courts’ traditional equitable discretion. 456 U.S. at 320. The

⁶ We also note that this court reaffirmed *Trailer Train*’s preliminary injunction standard in 1991 in *Burlington Northern v. Washington*, nearly a decade after *Romero-Barcelo* was decided. *Burlington Northern v. Washington*, 934 F.2d at 1074–75.

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Supreme Court cautioned that courts should apply equitable principles “[u]nless a statute in so many words, or by a necessary and inescapable inference, restricts the court’s jurisdiction in equity.” *Id.* at 313 (quoting *Porter v. Warner Holding Co.*, 328 U.S. 395, 398 (1946)). These instructions are not “irreconcilable” with our holding in *Trailer Train* that § 11501 “clearly falls within” the exception for statutes that “specifically provide[] for injunctive relief.” 697 F.2d at 869. Indeed, *Trailer Train* followed these requirements, looking to the language of the original § 306, which specified that “the district courts of the United States shall have jurisdiction . . . to grant such mandatory or prohibitive injunctive relief . . . as may be necessary to prevent, restrain, or terminate any acts in violation of this section.” 4-R Act of 1976, § 306(2) (emphasis added); *Trailer Train*, 697 F.2d at 869 & n.16. *Trailer Train*’s interpretation of this language is a holding that we “can apply . . . consistently,” *Consumer Def.*, 926 F.3d at 1213, with the Supreme Court’s instruction in *Romero-Barcelo* to look to the statute’s direct command or necessary and inescapable inference. *See* 456 U.S. at 313. The district court applied the correct injunction standard to this case.

III

On the merits, the Counties’ arguments fall into three categories. The first two involve the Counties’ contention that the district court erred in selecting the countywide average tax rates as the baseline rate against which it compared BNSF’s rate. First, the Counties argue that the district court only arrived at that rate by following the *Trailer Train* framework, which was error because *Trailer Train* involved a prior version of California’s property taxation system, under which railroads were not taxed at the unitary

BNSF RAILWAY V. COUNTY OF ALAMEDA 19

rate. Second, the Counties argue that the district court should have disregarded the *Trailer Train* framework and compared BNSF's property only to other property taxed at the unitary rate, *see* Cal. Rev. & Tax. Code § 100, since this is the only property in the same "assessment jurisdiction." 49 U.S.C. § 11501(b)(3); *see id.* § 11501(a)(2). Third, and separately, the Counties contend that BNSF was required to make a threshold showing that its tax rate was not only different, but also discriminatory. BNSF cannot do so, the Counties contend, because they are justified in taxing BNSF subject to the unitary rate since BNSF lobbied for the change in state law that subjected it to this rate. We address each argument in turn.

A

The 4-R Act prohibits States and localities from taxing railroad property "at a tax rate that exceeds the tax rate generally applicable to commercial and industrial property in the same assessment jurisdiction." 49 U.S.C. § 11501(b)(3). As we noted in *Trailer Train*, and as is still true today, it is difficult to apply this statute to California, since California "has no specific tax rate for commercial and industrial property." *Trailer Train*, 697 F.2d at 867. Thus, the baseline rates to which we should compare a railroad's rate are not readily apparent.

We first addressed this issue in *Trailer Train* in 1983, the only time this court has applied subsection (b)(3) to California's system of taxation. At that time, the tax rate applied to private rail cars was essentially the weighted average of the prior year's secured and unsecured rates. *Id.* at 863. The Board determined that the recently established tax rate limitations in Proposition 13 applied to private

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railcars, and it taxed Trailer Train's property at the lower rate required by Proposition 13 for the 1978–1979 tax year. *Id.* at 863–64. In 1980, when the California Supreme Court ruled that the Proposition 13 tax rate limitation did not apply to the unsecured roll, the Board interpreted the Court's decision to mean Proposition 13 must not apply to private railcars and determined that its rate reduction on railcars for the 1978–1979 tax year was improper. *Id.* The Board recalculated the tax at a higher rate. *Id.* Railway companies sued to enjoin collection of taxes at the higher rate as a violation of 49 U.S.C. § 11501(b)(3). *Id.*

To address the issue of the proper comparison rate, *Trailer Train* outlined two approaches. The first approach instructs a court to ascertain which roll, secured or unsecured, contains the majority of California's commercial and industrial property. *Id.* at 867. "The tax rate applicable to the roll that contained the majority of commercial and industrial property shall be deemed" the proper comparison rate. *Id.* As a second, fallback approach, the court instructed that, if that determination is "not possible, the average tax rate for all property shall be used as the basis for comparison." *Id.*⁷

The Counties do not suggest any persuasive reason for departing from this framework. To be sure, the choice between the secured roll, the unsecured roll, or the average of

⁷ The district court was correct to move to *Trailer Train*'s second option when no party offered data reflecting the tax rate applicable to the secured roll or otherwise limited to only commercial and industrial property. We are not persuaded by the Counties' contention that BNSF should have provided such data. BNSF's expert represented below that BNSF did not believe those numbers were "published or readily ascertainable." If the Counties, who are in possession of the tax rate data, wish the district court to consider these rates, then they may produce them.

BNSF RAILWAY V. COUNTY OF ALAMEDA 21

all tax rates had the potential for a more significant impact at the time of *Trailer Train*: at that time, the two rates were quite different, *see id.* at 864, whereas today they may not diverge as dramatically. However, the district court was correct that the central question of *Trailer Train*—how to identify the proper comparison rate to capture commercial and industrial property in California, *see id.* at 867—remains equally relevant in this case. This is the question that *Trailer Train* answered by pointing us to either the rate applicable to the secured or unsecured roll or the average rate applied to all property. The evolution in California’s system of taxation does not provide a sufficient reason to deviate from these instructions.⁸

B

The Counties also urge deviation from *Trailer Train* because the district court should have compared BNSF’s rate to other State-assessed taxpayers’ rates rather than the countywide averages, since the only property in the same “assessment jurisdiction” as BNSF is other State-assessed unitary property. The Counties thus argue that they comply with the 4-R Act because they do not treat BNSF differently from other unitary property taxpayers. We disagree.

The 4-R Act forbids railroads from being taxed at a rate that exceeds the rate applicable to commercial and industrial property “in the same assessment jurisdiction.” 49 U.S.C.

⁸ San Diego County argues that the district court needed to compare BNSF’s tax rate for its specific parcels to the tax rate for the corresponding TRA. We decline to reach this argument since it was not raised below. *See Detrich v. Ryan*, 740 F.3d 1237, 1248–49 (9th Cir. 2013) (en banc).

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§ 11501(b)(3). The statute defines “assessment jurisdiction” as “a geographical area in a State used in determining the assessed value of property for ad valorem taxation.” *Id.* § 11501(a)(2). The Counties argue that the State is the appropriate assessment jurisdiction here, and that therefore, the district court should have compared BNSF’s rate to the rate applied to other State-assessed entities: the § 100 rate. *See* Cal. Const. art. XIII, § 19; Cal. Rev. & Tax. Code § 100.

Yet even if the State were the appropriate assessment jurisdiction, the Counties’ proposal cannot pass muster. If the State were the appropriate assessment jurisdiction, then the statute instructs that the proper comparison rate is that applicable to “commercial and industrial property in the same assessment jurisdiction”—the State of California. 49 U.S.C. § 11501(b)(3). Commercial and industrial property in California certainly is not limited to the small subset of State-assessed property. Furthermore, the definition of “assessment jurisdiction” is a “geographical area.” *Id.* § 11501(a)(2). The statute does not require comparison only to other entities assessed by the same agency, just entities within the appropriate “geographical area.”⁹ Thus, if the State were the appropriate assessment jurisdiction, the proper comparison would be to *all* commercial and industrial property in the State, not just the limited group of State-assessed entities.

Furthermore, the Counties’ proposal to compare BNSF’s tax rate only to the rate applied to State-assessed property, a limited set of property mostly owned by utility companies that pay the same tax rate as BNSF, runs contrary to the

⁹ For this reason we are also not persuaded by San Diego County’s argument that the countywide TRA (as opposed to the County) is the proper assessment jurisdiction.

BNSF RAILWAY V. COUNTY OF ALAMEDA

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purpose of the 4-R Act. Congress's goal in passing this legislation was to ensure railroads were treated equally as taxpayers. *See CSX Transp., Inc. v. Ala. Dep't of Revenue (CSX I)*, 562 U.S. 277, 280 (2011); *see also Okla. Tax Comm'n*, 481 U.S. at 457. To do so, the statute instructs comparison to "commercial and industrial property"—a deliberately broad term. 49 U.S.C. § 11501(b). Moreover, a comparison to entities paying *the same tax rate* would deprive this subsection of nearly all meaning. It was, in part, for this reason that we recently rejected a similar proposal to compare railroad property only to centrally assessed property under a different subsection of the 4-R Act. *See BNSF Ry. Co. v. Or. Dep't of Revenue*, 965 F.3d 681, 692 (9th Cir. 2020) (noting that such a comparison would "deprive subsection (b)(4) of all real-world effect"). Accordingly, we affirm the district court's decision to not compare BNSF's rate only to other State-assessed taxpayers' rates.¹⁰

C

Finally, the Counties contend that the statute requires BNSF to demonstrate not only that there is a difference in tax rates, but also that any difference is discriminatory. The

¹⁰ The district court assumed that the county was the proper assessment jurisdiction rather than the State. We agree that, under either possible assessment jurisdiction, the Counties' proposal to compare BNSF only to other State-assessed taxpayers must fail. We also recognize that the effect of selecting either the county or the State is slight, since the countywide averages do not significantly diverge from the statewide averages. However, we note that it would be appropriate for the district court to examine this issue in the first instance as proceedings continue, especially considering our case law interpreting the phrase "the same assessment jurisdiction" in the subsection (b)(1) context. *See Arizona v. Atchison, Topeka, & Santa Fe Ry. Co.*, 656 F.2d 398, 405 (9th Cir. 1981).

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Supreme Court has defined discrimination in the 4-R Act context to mean “failure to treat all persons equally when no reasonable distinction can be found between those favored and those not favored.” *CSX I*, 562 U.S. at 286 (quoting Black’s Law Dictionary 534 (9th ed. 2009)). The Counties contend that BNSF cannot show discrimination because the Counties are justified in taxing BNSF at the unitary rate, the rate at which BNSF itself lobbied to be taxed. *See Ala. Dep’t of Revenue v. CSX Transp., Inc. (CSX II)*, 575 U.S. 21, 31 (2015) (“[A tax] does not discriminate unless it treats railroads differently from other *similarly situated* taxpayers *without sufficient justification*.”). The Counties also contend that, since discrimination requires that an individual entity be treated worse than similarly situated entities, the proper comparison group is other State-assessed, unitary property.

However, the Counties arguments are unsuccessful at the outset because no independent showing of discrimination is required for subsection (b)(3) claims. The Supreme Court has clearly stated that “[w]hat subsection (b)(4) requires, and subsections (b)(1)–(3) do not, is a showing of *discrimination*—of a failure to treat similarly situated persons alike.” *CSX II*, 575 U.S. at 27 (emphasis in original); *see also Trailer Train*, 697 F.2d at 866–67 (explaining that to “discern whether California has imposed a discriminatory tax rate in violation of [subsection] (b)(3),” the court’s task was “to compare the tax rate applied to the Companies’ railroad cars with that generally applicable to commercial and industrial property”).

The text of the statute is not to the contrary. The preface to § 11501(b) states: “The following acts unreasonably burden *and discriminate against* interstate commerce.” 49 U.S.C. § 11501(b) (emphasis added). The language of the

BNSF RAILWAY V. COUNTY OF ALAMEDA

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original § 306, states that “any action described in this subsection is *declared to constitute* an unreasonable and unjust *discrimination against*, and an undue burden on, interstate commerce.” 4-R Act § 306(1) (emphasis added). It is true that subsection (b)(4) includes the term “discrimination,” whereas the term is absent from subsections (b)(1)–(3). However, this additional requirement was likely included because subsection (b)(4) is a catch-all provision. *CSXI*, 562 U.S. at 280–81. The inclusion of a discrimination requirement in this broader provision makes sense: discrimination may come in forms other than the three types listed in subsections (b)(1)–(3), but in that case an additional showing of discrimination, rather than simply difference, is required. See *CSX II*, 575 U.S. at 27. Accordingly, since BNSF was not required to show discrimination, we need not address the Counties’ arguments that BNSF would be unable to make this showing.

IV

In sum, the district court applied the correct preliminary injunction standard, properly analyzed BNSF’s tax rate under the *Trailer Train* framework, and concluded that the Counties were overtaxing BNSF’s property in violation of § 11501(b)(3). Accordingly, we affirm the district court, and suggest that, as proceedings continue, the district court consider in the first instance whether the State or the county is the proper assessment jurisdiction.

AFFIRMED.

Duplicate



1233 W Loop S
Suite 1500
Houston, TX 77027
Tel. 713.629.0090
Fax 713.629.0227

www.ryan.com

RETURN RECEIPT REQUESTED
VIA CERTIFIED MAIL #9214 8969 0099 9790 1650 9673 68

February 13, 2024

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

RE: CLAIM FOR REFUND OF PROPERTY TAXES
Taxpayer: California Northern Railroad
SBE Number:810

Enclosed please find two copies of the Claim for refund of property tax for the above referenced taxpayer for tax years 2021-2022 and 2022-2023.

If you have any questions, please contact me at 713.629.0090 or Ashley.moore@Ryan.com.

Sincerely,

Ryan, LLC
Ashley Moore
Taxpayer's Representative
Enclosures – As Stated

Attachment: Ryan LLC, California Northern Railroad Claims For Refund FY 2022-23 (10105 : Request to consider CA Northern Railroad claims

Dupli cate

CLAIM FOR REFUND OF PROPERTY TAXES

To: Board of Supervisors, County of Colusa, California

The undersigned as California Northern Railroad, as delegated by the claimant herein, hereby makes this claim for refund of property tax on behalf of the claimant pursuant to Revenue and Taxation Code section 5097 and demands that the Board of Supervisors make its order directing the controller of said County to refund to claimant the sum of \$6,048.57 in taxes levied for the fiscal year 2022/2023. In support of said claim the undersigned states:

1. Claimant is and at all times herein mentioned was California Northern Railroad, a limited liability company duly organized and existing under the laws of the State of Oregon, with its principal place of business located at 200 Meridian Centre Ste 300 Rochester, NY 14618.
2. For fiscal year 2022/2023, the California State Board of Equalization assessed the value of claimant's unitary and nonoperating California property pursuant to its authority under Article XIII, section 19 of the California Constitution and section 721 of the Revenue and Taxation Code. Pursuant to its authority under Revenue and Taxation Code section 756, the California Board of Equalization transmitted a roll showing claimants unitary and nonoperating property in Colusa County. On the basis of said assessment and transmittal of said roll, taxes were levied on said property for said fiscal year in the sum of \$47,299.06 (Exhibit 1) and paid by claimant on full on or about October 26, 2022 (Exhibit 2).
3. Claimant is entitled to a refund of a portion of said taxes in the amount of \$6,048.57, plus appropriate interest, on the grounds that said taxes were erroneously and illegally

collected, or illegally assessed or levied, for the following reasons:

- a. The property tax rate applied to compute claimant's property taxes was in excess of the rate applied in the same year to property in the county assessed by the assessor of Colusa County, in violation of Article XIII, section 19 of the California Constitution and ITT World Communications v. City and County of San Francisco, 37 Cal. 3d 859 (1985).
- b. The property tax rate applied to compute claimant's property taxes exceeded the rate allowed by Article XIII A, section 1 of the California Constitution.
- c. The excess taxes are direction violation of the Railroad Revitalization and Regulatory Reform Act of 1976, 49 U.S.C. Section 11501 (b) (3).

4. No refund of said taxes, or any part thereof, has been previously made.

I declare under penalty of perjury that the foregoing is true and correct, and that I am authorized by claimant to make this claim for refund.

Dated: February 13, 2024 at 1233 West Loop S STE1500 Houston, TX 77027.

Name: Ashley N Moore

Title: Authorized Agent

Signature:



STATEMENT OF AUTHORIZATION

STATE OF CALIFORNIA
BOARD OF EQUALIZATION 2023

Please return completed form to the State-Assessed Properties Division, Board of Equalization, P.O. Box 942879, MIC:61, Sacramento, CA 94279-0061. If you have any questions, you may contact us at 1-916-274-3270.

SBE NUMBER
0810

COMPANY NAME

California Northern Railroad Company

ADDRESS

200 Meridian Centre, Suite 300

CITY

Rochester

STATE
NY

ZIP CODE
14618

DESIGNATED REPRESENTATIVE

Ashley Moore

EMAIL ADDRESS

Ashley.Moore@ryan.com

ADDRESS

1233 W Loop S Suite 1600

CITY

Houston

STATE
TX

ZIP CODE
77027

TELEPHONE NUMBER

713.629.0090

FAX NUMBER

713.629.0227

Please be advised that the person listed above is authorized to act as our designated representative before the California State Board of Equalization in connection with the assessment of our property. Our designated representative may inspect or copy all information, documents, and records, including narrations and workpapers relating to the appraisal and the assessment of our property during the period January 1, 2022, through December 31, 2022, for the lien date 2023. *I understand that this form must be filed annually in order for the representative status to remain current.*

OWNER, PARTNER, OR OFFICER'S SIGNATURE

Lauren Valerio

DATE

1/13/2023

SIGNATORY'S PRINTED NAME

Lauren Valerio

TITLE

Senior Accounting Manager

PRINT

Packet Pg. 842

Attachment: Ryan LLC, California Northern Railroad Claims For Refund FY 2022-23 (10105 : Request to consider CA Northern Railroad claims

EXHIBIT 1



PAID ITEMS PRINT

11/21/2023 16:00

R/T#:

Account#: 38878089

Checks:

Sequence#	R/T#	Account#	Check#	Paid Date	Amount
1100157721	3110020	38878089	911215	11/01/2022	\$ 44339.62

ORIGINAL CHECK HAS MULTIPLE SECURITY FEATURES. PRINTED ON CHEMICAL REACTIVE TONER FUSE PAPER-SEE BACK FOR DETAILS

Genesee & Wyoming Inc. and
Related Companies
200 Meridian Centre
Suite 300
Rochester, NY 14618

Clitbank, N.A.
One Penn's Way
New Castle, DE 19720

0000911215
62-20/311

DATE 10/26/2022 AMOUNT \$44,339.62

Forty Four Thousand Three Hundred Thirty Nine Dollars and 62 Cents

Pay to the Order of:

COLUSA COUNTY TAX COLLECTOR
547 MARKET ST
STE 111
COLUSA, CA 95932
USA

Required if over \$25,000 Void After 180 Days

202

HEAT SENSITIVE

⑈0000911215⑈ ⑆031100209⑆ 38878089⑈

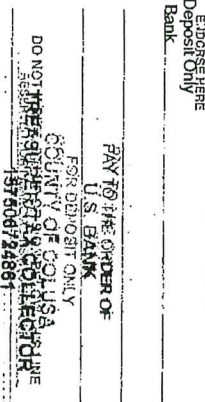
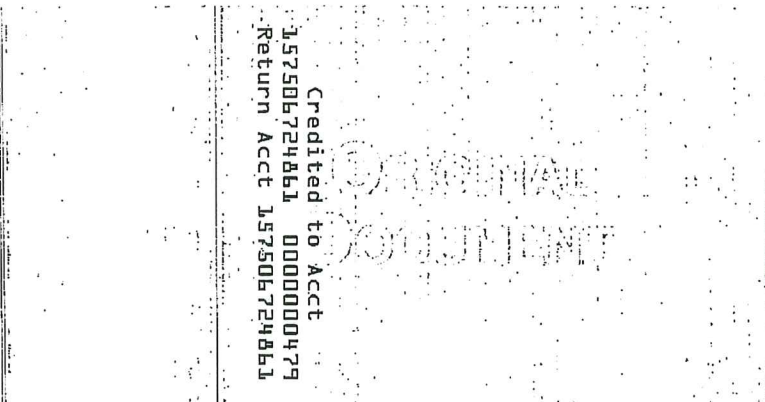
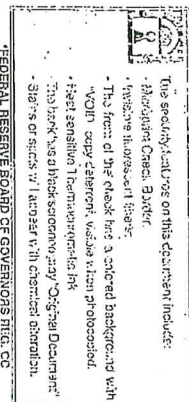
ENDORSE HERE
For Deposit Only
U.S. BankPAY TO THE ORDER OF
U.S. BANKDO NOT SIGN HERE
FOR DEPOSIT ONLY
COUNTY OF COLUSA
Treasurer/Collector
157506724861

EXHIBIT 2

FOR PUBLICATION

UNITED STATES COURT OF APPEALS
FOR THE NINTH CIRCUITBNSF RAILWAY COMPANY,
Plaintiff-Appellee,

v.

COUNTY OF ALAMEDA; COUNTY OF
CONTRA COSTA; COUNTY OF
FRESNO; COUNTY OF KERN; COUNTY
OF MADERA; COUNTY OF MERCED;
COUNTY OF ORANGE; COUNTY OF
PLUMAS; COUNTY OF RIVERSIDE;
COUNTY OF SAN BERNARDINO;
COUNTY OF SAN JOAQUIN; COUNTY
OF STANISLAUS; COUNTY OF
TULARE,*Defendants-Appellants,*

and

COUNTY OF SAN DIEGO,

Defendant.

No. 20-15896

D.C. No.
4:19-cv-07230-
HSG

2 BNSF RAILWAY V. COUNTY OF ALAMEDA

BNSF RAILWAY COMPANY,
Plaintiff-Appellee,

v.

COUNTY OF SAN DIEGO,
Defendant-Appellant,

and

COUNTY OF ALAMEDA; COUNTY OF
 CONTRA COSTA; COUNTY OF
 FRESNO; COUNTY OF KERN; COUNTY
 OF MADERA; COUNTY OF MERCED;
 COUNTY OF ORANGE; COUNTY OF
 PLUMAS; COUNTY OF RIVERSIDE;
 COUNTY OF SAN BERNARDINO;
 COUNTY OF SAN JOAQUIN; COUNTY
 OF STANISLAUS; COUNTY OF
 TULARE,

Defendants.

No. 20-15897

D.C. No.
 4:19-cv-07230-
 HSG

OPINION

Appeal from the United States District Court
 for the Northern District of California
 Haywood S. Gilliam, Jr., District Judge, Presiding

Argued and Submitted June 17, 2021
 San Francisco, California

Filed August 5, 2021

BNSF RAILWAY V. COUNTY OF ALAMEDA

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Before: Sidney R. Thomas, Chief Judge, and
Daniel A. Bress and Patrick J. Bumatay, Circuit Judges.

Opinion by Chief Judge Thomas

SUMMARY*

Tax

The panel affirmed the district court's preliminary injunction in favor of BNSF Railway Company in BNSF's action alleging that several California counties are taxing railroad property at a higher rate than the rate applicable to commercial and industrial property in the same assessment jurisdiction, in violation of the Railroad Revitalization and Regulatory Reform Act of 1976, 49 U.S.C. § 11501(b)(3).

The panel held that the district court applied the correct preliminary injunction standard under 49 U.S.C. § 11501, which does not require courts to consider traditional equitable factors. Instead, binding circuit precedent establishes that a railroad is entitled to a preliminary injunction if its evidence demonstrates reasonable cause to believe that a violation of § 11501 has been, or is about to be committed.

The district court had observed that it is difficult to apply § 11501 to California, because California has no specific tax rate for commercial and industrial property. The panel held that the district court properly analyzed BNSF's tax rate

* This summary constitutes no part of the opinion of the court. It has been prepared by court staff for the convenience of the reader.

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under *Trailer Train Co. v. State Board of Equalization*, 697 F.2d 860, 867 (9th Cir.), *cert denied*, 464 U.S. 846 (1983), which provides a framework for identifying the proper tax comparison rate—in this case, a county’s average tax rate. The panel further held that the district court properly concluded that the Counties were overtaxing BNSF’s property in violation of § 11501(b)(3), because BNSF’s tax rate was higher than the average countywide tax rates for each county. Accordingly, the panel affirmed the district court.

The district court had rejected the Counties’ contention that the relevant assessment jurisdiction is the State. The panel suggested that, as proceedings continue, the district court consider in the first instance whether the State or the county is the proper assessment jurisdiction.

COUNSEL

Margaret R. Prinzing (argued), Robin B. Johansen, and Omar El-Qoulaq, Olson Remcho LLP, Oakland, California, for Defendants-Appellants County of Alameda, County of Contra Costa, County of Fresno, County of Kern, County of Madera, County of Merced, County of Orange, County of Plumas, County of Riverside, County of San Bernardino, County of San Joaquin, County of Stanislaus, and County of Tulare.

Laura E. Blome (argued), Senior Deputy; Thomas E. Montgomery, County Counsel; Office of County Counsel, San Diego, California; for Defendant-Appellant County of San Diego.

BNSF RAILWAY V. COUNTY OF ALAMEDA

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Benjamin J. Horwich (argued), Munger Tolles & Olson LLP, San Francisco, California; Jessica Reich Baril, Munger Tolles & Olson LLP, Los Angeles, California; Misty Smith Kelley and John M. Phillips, Baker Donelson Bearman Caldwell & Berkowitz PC, Chattanooga, Tennessee; for Plaintiff-Appellee.

OPINION

THOMAS, Chief Judge:

This appeal requires us to consider whether California's taxation of railroad property complies with the Railroad Revitalization and Regulatory Reform Act of 1976, Pub. L. No. 94-210, § 306, 90 Stat. 31, 54-55 (1976) ("the 4-R Act"). BNSF Railway Company ("BNSF") owns property in various California Counties ("the Counties"). BNSF alleges that the Counties are taxing its property at a higher rate than the rate applicable to commercial and industrial property in the same assessment jurisdiction, in violation of the 4-R Act. 49 U.S.C. § 11501(b)(3).

The district court determined that the proper preliminary injunction standard under the 4-R Act asks whether BNSF had shown a "reasonable cause to believe" that the 4-R Act was being violated, and that the proper comparison class was the average countywide tax rate for each County. The district court issued a preliminary injunction, concluding BNSF had shown that the Counties were violating the 4-R Act because BNSF's tax rate was higher than the average countywide tax rates for each County.

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The district court had jurisdiction under 49 U.S.C. § 11501(c). We have jurisdiction under 28 U.S.C. § 1292(a). We review for abuse of discretion a district court's decision regarding preliminary injunctive relief. *Puente Ariz. v. Arpaio*, 821 F.3d 1098, 1103 (9th Cir. 2016). We review findings of fact for clear error and conclusions of law de novo. *Indep. Living Ctr. of S. Cal., Inc. v. Shewry*, 543 F.3d 1050, 1055 (9th Cir. 2008). However, where a district court's ruling rests solely on a premise of law and the facts are either established or undisputed, review is de novo. See *Harris v. Bd. of Supervisors, L.A. Cnty.*, 366 F.3d 754, 760 (9th Cir. 2004). We affirm.

I

A

Congress passed the 4-R Act out of concern for the financial stability of the nation's railway system. *Burlington N. R.R. Co. v. Okla. Tax Comm'n*, 481 U.S. 454, 457 (1987) (quoting 4-R Act § 101(a)). Recognizing that "railroads are easy prey for State and local tax assessors in that they are nonvoting, often nonresident, targets for local taxation, who cannot easily remove themselves from the locality," *Dep't of Revenue of Or. v. ACF Indus., Inc.*, 510 U.S. 332, 336 (1994) (internal quotation marks and citation omitted), Congress instituted "a prohibition on discriminatory state taxation of railroad property," *Okla. Tax Comm'n*, 481 U.S. at 457.

The 4-R Act establishes that "[t]he following acts unreasonably burden and discriminate against interstate commerce, and a State [or locality] may not do any of them:"

BNSF RAILWAY V. COUNTY OF ALAMEDA

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(1) Assess rail transportation property at a value that has a higher ratio to the true market value of the rail transportation property than the ratio that the assessed value of other commercial and industrial property in the same assessment jurisdiction has to the true market value of the other commercial and industrial property.

(2) Levy or collect a tax on an assessment that may not be made under paragraph (1) of this subsection.

(3) Levy or collect an ad valorem property tax on rail transportation property at a tax rate that exceeds the tax rate applicable to commercial and industrial property in the same assessment jurisdiction.

(4) Impose another tax that discriminates against a rail carrier providing transportation subject to the jurisdiction of the Board under this part.

49 U.S.C. § 11501(b).¹

¹ This provision was originally contained in § 306 of the 4-R Act, 90 Stat. 31, 54–55. The language “was slightly altered” upon recodification in 1978, but such alteration “may not be construed as making a substantive change in the laws repealed.” *Okla. Tax Comm’n*, 481 U.S. at 457 n.1 (internal quotation marks and citation omitted). Therefore, we “resolve any substantive conflicts between the original language of § 306 and the language in § [11501] in favor of the original language.” *Burlington N. R.R. Co. v. Dep’t of Revenue of State of Wash.*,

B

As the district court stated, California's system of property taxation "is, in a word, complicated." California employs an ad valorem (or value-based) property tax system. Cal. Const. art. XIII, § 1. Taxation follows a three-step process: (1) the value of taxable property is assessed, (2) the tax rate is computed, and (3) the tax is levied from the taxpayer. For most property, its value is assessed (and its rate is calculated) at the local level. *See* Cal. Rev. & Tax. Code § 404. But for a subset of property delineated in the California Constitution, including railroad property, the State assesses the value and calculates the applicable rate. Cal. Const. art. XIII, § 19.²

1

An understanding of California's system of taxation of locally assessed property is important for resolution of this case. Most property in California is locally assessed. County-level assessors determine the value of this property

934 F.2d 1064, 1066 n.1 (9th Cir. 1991). We reproduce the language of the original § 306 as relevant *infra*.

² California's Constitution establishes which property is state-assessed: "(1) pipelines, flumes, canals, ditches, and aqueducts lying within 2 or more counties and (2) property, except franchises, owned or used by regulated railway, telegraph, or telephone companies, car companies operating on railways in the State, and companies transmitting or selling gas or electricity." Cal. Const. art. XIII, § 19.

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for tax purposes. *See* Cal. Rev. & Tax. Code § 404.³ This property is classified into one of two rolls: the secured roll or the unsecured roll. The secured roll contains “property the taxes on which are a lien on real property sufficient . . . to secure payment of the taxes.” *Id.* § 109. In practice, this is most real property. The unsecured roll contains all other property. *Id.* § 109; 1 Sean Flavin, *Taxing California Property* §§ 12:3–12:4 (4th ed. 2020). There is no further subdivision based on use; for example, both the secured and unsecured roll contain both residential property and commercial and industrial property.

After determining the appropriate roll, Counties next assign locally assessed property to a particular tax rate area (“TRA”) based on the property’s location, and that TRA’s tax rate is applied to the property. A TRA is a small geographical area serviced by the same combination of local government entities, including the county, city, special district, and school districts. Cal. Rev. & Tax. Code § 95(g). A county may have hundreds or thousands of TRAs—for example, San Diego County has over five thousand TRAs.⁴

The tax rate for property on the secured roll is taxed at a rate calculated under a formula found in § 93 of the California Revenue and Taxation Code (“the Code”), and it

³ The assessment ratio of real property is limited by constitutional amendment in California. *See* Cal. Const. art. XIII A, § 1 (“Proposition 13”).

⁴ San Diego County requests that we take judicial notice of several publicly available documents explaining the taxation process in that County and in California. These documents are matters of public record, and we grant the motion. Fed. R. Evid. 201(b)(1)–(2); *Lee v. City of Los Angeles*, 250 F.3d 668, 689 (9th Cir. 2001).

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is specific to a particular TRA. The § 93 formula contains two components: the first component is a general tax levy, calculated at 1%. Cal. Const. art. XIII A, § 1(a); Cal. Rev. & Tax. Code § 93. The second component, referred to as the “debt service component,” is the amount needed as a percentage of property values to produce enough revenue to make payments for the interest and principal on all voter-approved bonded indebtedness issued by any of the various local entities, Cal. Rev. & Tax. Code § 93; *see also* Cal. Gov. Code § 29100, such as a voter-approved bond that funds school construction in the elementary school district serving that TRA. For locally assessed property on the unsecured roll, the rate is the § 93 rate for the previous year for that TRA. Cal. Const. art. XIII, § 12; Cal. Rev. & Tax. Code § 2905. This formula ensures that each TRA will have enough revenue to make payments for the interest and principal on its bonded indebtedness. The rate is then applied to the assessed value of the property on the assessment rolls, *see* Cal. Rev. & Tax. Code § 2152, and collected. *Id.* § 2602. As a result, each County, with its hundreds or thousands of TRAs, likewise has hundreds or thousands of different tax rates applied to property in that County, and these rates apply to all property in that TRA, without regard to use, i.e., whether commercial and industrial or residential or otherwise.

2

Other property, including railroad property, is State-assessed. *See* Cal. Const. art. XIII, § 19. State-assessed property is also classified onto either the secured or unsecured roll. However, for this property, the *State* assesses its value for tax purposes, as opposed to the counties, Cal.

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Const. art. XIII, § 19, and applies a different formula to calculate the tax rate. *See* Cal. Rev. & Tax. Code § 100.

The assessment process for some of this property, including BNSF's property, is different from standard local assessment. For this subset of State-assessed property, known as "unitary property," the value is calculated under the unit valuation method. *Id.* §§ 723, 723.1. Under this method, the State Board of Equalization ("the State Board") first calculates the value of a taxpayer's entire system, i.e., BNSF's railroad property nationwide. Then, the State Board allocates a portion of that value to California, and further allocates that value among the various counties in which the taxpayer's property is located. The unit valuation method is meant to account for the valuation of assets where the component parts are valuable as a whole, but less valuable in isolation. For example, in the railway context, "ten miles of [railroad] track would have a questionable value, other than as scrap, without the benefit of the rest of the system as a whole." *Am. Airlines, Inc. v. Cnty. of San Mateo*, 912 P.2d 1198, 1208 (Cal. 1996) (alterations and citation omitted).

The tax rate applied to State-assessed property is calculated under a formula different from the § 93 formula. Due to a lengthy legislative history, unitary property holders do not need to demonstrate the TRAs in which their property is located.⁵ Instead, their countywide value is allocated to a

⁵ Prior to 1986, the value of unitary property was not allocated to the counties—instead, taxpayers reported to individual local TRAs where their property was located. There was no separate tax rate for unitary property; the local taxing jurisdictions applied their own rates. Under this system, an individual assessee had to report in thousands of TRAs. A series of state legislation established today's system. *See* 1986 Cal. Stat. 5217, 5223–24 (establishing that the State Board will allocate unitary

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countywide TRA with a single tax rate. *See* Cal. Rev. & Tax. Code § 100.11(a)(2)(B). For this reason, the tax rate applied cannot be informed by the debt service needs of the particular TRA where the property is located. *Compare id.* § 93. State-assessed property is therefore taxed under a different formula established in § 100 of the Code, the “unitary rate.” *Id.* § 100.

Like § 93, § 100’s first component is effectively a 1% general tax levy. *Id.* § 100(b)(1). Section 100’s second component is also a debt service component, but it is calculated differently from § 93’s. Section 100’s debt service component is calculated as the previous year’s unitary debt service rate, *see id.* § 100(b)(2)(A), multiplied by the percentage change between the two preceding fiscal years in the county’s ad valorem debt service *levy* (not rate) for the secured roll. *Id.* § 100(b)(2)(B). The formula for the second component means that the unitary rate is based on the change in absolute dollars of the county’s debt service rate, not changes in the percentage that taxpayers are paying. According to BNSF, it is this component that accounts for the divergence between the §100 and § 93 rates. Specifically, if the tax rate applied to the secured roll increases, but the property values also rise, the § 93 rate will not rise. But the

property value to a county’s existing TRAs, irrespective of the property’s actual location); 1987 Cal. Stat. 2959, 2959–61 (creating a single countywide TRA for unitary property so that each taxpayer receives only one tax bill per county); 1988 Cal. Stat. 2087, 2094–95 (tying the tax rates for unitary property to the unitary and operating non-unitary data rather than the total county-wide data, effectively implementing what is now § 100(b)(2)(A)). In 2006, the 1987 and 1988 laws were applied to railroads, 2006 Cal. Legis. Serv. ch. 791 (A.B. 2670) (West), via a bill “introduced on behalf of the California Railroad Industry,” including BNSF.

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§ 100 rate will increase because it is based on the increase in actual dollars of debt service tax paid. The difference in tax rates between the countywide average tax rates (labeled as the “Section 11501 Benchmark Rate”) and BNSF’s rate (the “Plaintiff Unitary Rate”) for the 2019–2020 tax year are represented below:

County	2019–20 Plaintiff Unitary Rate	2019–20 Section 11501 Benchmark Rate
Alameda	2.5187%	1.241%
Contra Costa	1.6865%	1.148%
Fresno	1.370408%	1.181%
Kern	1.611299%	1.24%
Kings	1.326084%	1.087%
Madera	1.203169%	1.089%
Merced	1.4109014%	1.088%
Orange	1.28173%	1.064%
Plumas	1.11652%	1.089%
Riverside	1.76133%	1.164%
San Bernardino	1.3645%	1.144%
San Diego	1.62331%	1.142%
San Joaquin	1.6922%	1.145%
Stanislaus	1.38011%	1.103%
Tulare	1.4002%	1.113%

The countywide average rates are calculated by the State Board every year, as required by statute. Cal. Rev. & Tax. Code § 11403. This average is calculated by dividing (1) the sum of all ad valorem property tax levies for a given county

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per year by (2) the sum of the assessed values of all property in that county for that year. *Id.*

C

Observing that BNSF's tax rate had deviated from the average countywide tax rates in each County, BNSF filed suit on November 1, 2019, alleging a violation of 49 U.S.C. § 11501(b)(3). BNSF sought a preliminary injunction preventing the Counties from collecting taxes at a rate higher than each County's average rate. The district court granted the preliminary injunction, noting that the law of this circuit does not require courts to consider traditional equitable factors in considering a § 11501 case, and instead requires issuance of a preliminary injunction upon a showing that "a violation of [§ 11501] has been, or is about to be committed." *See Burlington N. R.R. Co. v. Dep't of Revenue of State of Wash. (Burlington Northern v. Washington)*, 934 F.2d 1064, 1074–75 (9th Cir. 1991).

On the merits, the district court observed that the trouble with 4-R Act analysis in California is that "California has no specific tax rate for commercial and industrial property" against which to compare a railroad's rate. Accordingly, the court followed the approach outlined in *Trailer Train Co. v. State Board of Equalization*, 697 F.2d 860, 867 (9th Cir.), *cert. denied*, 464 U.S. 846 (1983), for identifying a proper comparison rate. The court first addressed *Trailer Train's* recommended comparison rate—the rate applicable to whichever roll, secured or unsecured, contains the "majority of the commercial and industrial property" in the State. *Id.* at 867. Although the secured roll almost certainly contains the majority of commercial and industrial property, the "tax rate applicable" to the secured roll, *id.*, "cannot be

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determined,” because property on the secured roll is “spread among the hundreds or thousands of TRAs in each County.” In other words, there is no single identifiable tax rate applicable to the secured roll. Therefore, the district court followed *Trailer Train*’s fallback approach and compared BNSF’s tax rate to the *average* tax rate. *See Trailer Train*, 697 F.2d at 867. In doing so, it used Counties as the relevant assessment jurisdiction. Although this property too is spread across hundreds or thousands of TRAs, the *average* rate is readily available, since the State Board is required by statute to calculate it each year. *See* Cal. Rev. & Tax. Code § 11403.

The district court rejected the Counties’ proposal to compare BNSF’s rate only to the rates for other State-assessed taxpayers—who pay the same § 100 rate that BNSF pays. The Counties argued that the relevant “assessment jurisdiction” is the State, and as such the court should compare only to other State-assessed property. *See* 49 U.S.C. § 11501(b)(3). The district court held that, even if the State (as opposed to the County) were the appropriate assessment jurisdiction, the commercial and industrial property *in the State* is clearly not limited to the group of mostly utility company property that is State-assessed. *See* Cal. Const. art. XIII, § 19. Moreover, the court observed that to limit the comparison class to “a relatively narrow subset of other state-assessed utilities and other entities that pay the same unitary tax rate,” would depart from Congress’s intention to “link railroads’ fate” to commercial and industrial taxpayers.

The district court also rejected the Counties’ argument that BNSF needed to make an independent showing of discrimination in order to prevail under § 11501(b)(3). The court held that subsection (b)(3) “does not require proof of discrimination, because Congress has already declared in the

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preface of Section 11501(b) that the imposition of such an ad valorem property tax rate disparity ‘unreasonably burden[s] and discriminate[s] against interstate commerce.’”

The district court’s amended preliminary injunction order requires BNSF to deposit the enjoined amount of taxes for the 2019–2020 tax year in an escrow account and deposit the enjoined amount for future tax years when those tax payments would be due. The preliminary injunction enjoins the collection of only the disputed portion of BNSF’s taxes, not the collection of the undisputed taxes.

II

As a threshold matter, we must first determine whether the district court applied the correct standard in awarding a preliminary injunction to BNSF. We generally consider traditional equitable factors when evaluating requests for preliminary injunctions. *See BOKF, NA v. Estes*, 923 F.3d 558, 561–62 (9th Cir. 2019) (listing factors). However, in some circumstances, a statute will prescribe that a showing of a violation of the statute alone warrants the issuance of a preliminary injunction. *See Burlington Northern v. Washington*, 934 F.2d at 1074 (quoting *Atchison, Topeka and Santa Fe Ry. Co. v. Lennen*, 640 F.2d 255, 258 (10th Cir. 1981)); *cf. Weinberger v. Romero-Barcelo*, 456 U.S. 305, 313–14 (1982). In *Trailer Train*, we held that the 4-R Act falls within this limited category, 697 F.2d at 869, and we reaffirmed that reasoning more recently in *Burlington Northern v. Washington*, 934 F.2d at 1074 (“Although we need not reach this issue, we note that [this injunction standard] is supported by the existing case law.”). As the district court correctly observed, these cases constitute binding circuit precedent establishing the proper injunction

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standard for violations of the 4-R Act: the railroad “is entitled to a preliminary injunction if its evidence demonstrates reasonable cause to believe that [§ 11501] has been violated, or is about to be violated.” *Id.* at 1075 (internal quotation marks omitted).

Romero-Barcelo does not qualify as intervening irreconcilable authority that would require deviation from our circuit precedent. See *Miller v. Gammie*, 335 F.3d 889, 893 (9th Cir. 2003) (en banc). First, and importantly, *Romero-Barcelo* was not intervening authority: it was decided on April 27, 1982, after *Trailer Train* was argued but more than seven months before *Trailer Train* was decided on January 25, 1983. Compare *Romero-Barcelo*, 456 U.S. at 305, with *Trailer Train*, 697 F.2d at 860. Thus, the *Trailer Train* panel had the benefit of consulting the reasoning in *Romero-Barcelo* before issuing its decision.⁶

Second, *Romero-Barcelo* is not irreconcilable with *Trailer Train*. The irreconcilability requirement is a “high standard.” *FTC v. Consumer Def., LLC*, 926 F.3d 1208, 1213 (9th Cir. 2019). “[I]f we can apply our precedent consistently with that of the higher authority, we must do so. . . . [I]t is not enough for there to be some tension between the intervening higher authority and prior circuit precedent.” *Id.* (internal quotation marks and citations omitted). In *Romero-Barcelo*, the Supreme Court held that a certain provision of the Federal Water Pollution and Control Act did not withdraw courts’ traditional equitable discretion. 456 U.S. at 320. The

⁶ We also note that this court reaffirmed *Trailer Train*’s preliminary injunction standard in 1991 in *Burlington Northern v. Washington*, nearly a decade after *Romero-Barcelo* was decided. *Burlington Northern v. Washington*, 934 F.2d at 1074–75.

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Supreme Court cautioned that courts should apply equitable principles “[u]nless a statute in so many words, or by a necessary and inescapable inference, restricts the court’s jurisdiction in equity.” *Id.* at 313 (quoting *Porter v. Warner Holding Co.*, 328 U.S. 395, 398 (1946)). These instructions are not “irreconcilable” with our holding in *Trailer Train* that § 11501 “clearly falls within” the exception for statutes that “specifically provide[] for injunctive relief.” 697 F.2d at 869. Indeed, *Trailer Train* followed these requirements, looking to the language of the original § 306, which specified that “the district courts of the United States shall have jurisdiction . . . to grant such mandatory or prohibitive injunctive relief . . . as may be necessary to prevent, restrain, or terminate any acts in violation of this section.” 4-R Act of 1976, § 306(2) (emphasis added); *Trailer Train*, 697 F.2d at 869 & n.16. *Trailer Train*’s interpretation of this language is a holding that we “can apply . . . consistently,” *Consumer Def.*, 926 F.3d at 1213, with the Supreme Court’s instruction in *Romero-Barcelo* to look to the statute’s direct command or necessary and inescapable inference. *See* 456 U.S. at 313. The district court applied the correct injunction standard to this case.

III

On the merits, the Counties’ arguments fall into three categories. The first two involve the Counties’ contention that the district court erred in selecting the countywide average tax rates as the baseline rate against which it compared BNSF’s rate. First, the Counties argue that the district court only arrived at that rate by following the *Trailer Train* framework, which was error because *Trailer Train* involved a prior version of California’s property taxation system, under which railroads were not taxed at the unitary

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rate. Second, the Counties argue that the district court should have disregarded the *Trailer Train* framework and compared BNSF's property only to other property taxed at the unitary rate, *see* Cal. Rev. & Tax. Code § 100, since this is the only property in the same "assessment jurisdiction." 49 U.S.C. § 11501(b)(3); *see id.* § 11501(a)(2). Third, and separately, the Counties contend that BNSF was required to make a threshold showing that its tax rate was not only different, but also discriminatory. BNSF cannot do so, the Counties contend, because they are justified in taxing BNSF subject to the unitary rate since BNSF lobbied for the change in state law that subjected it to this rate. We address each argument in turn.

A

The 4-R Act prohibits States and localities from taxing railroad property "at a tax rate that exceeds the tax rate generally applicable to commercial and industrial property in the same assessment jurisdiction." 49 U.S.C. § 11501(b)(3). As we noted in *Trailer Train*, and as is still true today, it is difficult to apply this statute to California, since California "has no specific tax rate for commercial and industrial property." *Trailer Train*, 697 F.2d at 867. Thus, the baseline rates to which we should compare a railroad's rate are not readily apparent.

We first addressed this issue in *Trailer Train* in 1983, the only time this court has applied subsection (b)(3) to California's system of taxation. At that time, the tax rate applied to private rail cars was essentially the weighted average of the prior year's secured and unsecured rates. *Id.* at 863. The Board determined that the recently established tax rate limitations in Proposition 13 applied to private

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railcars, and it taxed Trailer Train's property at the lower rate required by Proposition 13 for the 1978–1979 tax year. *Id.* at 863–64. In 1980, when the California Supreme Court ruled that the Proposition 13 tax rate limitation did not apply to the unsecured roll, the Board interpreted the Court's decision to mean Proposition 13 must not apply to private railcars and determined that its rate reduction on railcars for the 1978–1979 tax year was improper. *Id.* The Board recalculated the tax at a higher rate. *Id.* Railway companies sued to enjoin collection of taxes at the higher rate as a violation of 49 U.S.C. § 11501(b)(3). *Id.*

To address the issue of the proper comparison rate, *Trailer Train* outlined two approaches. The first approach instructs a court to ascertain which roll, secured or unsecured, contains the majority of California's commercial and industrial property. *Id.* at 867. "The tax rate applicable to the roll that contained the majority of commercial and industrial property shall be deemed" the proper comparison rate. *Id.* As a second, fallback approach, the court instructed that, if that determination is "not possible, the average tax rate for all property shall be used as the basis for comparison." *Id.*⁷

The Counties do not suggest any persuasive reason for departing from this framework. To be sure, the choice between the secured roll, the unsecured roll, or the average of

⁷ The district court was correct to move to *Trailer Train*'s second option when no party offered data reflecting the tax rate applicable to the secured roll or otherwise limited to only commercial and industrial property. We are not persuaded by the Counties' contention that BNSF should have provided such data. BNSF's expert represented below that BNSF did not believe those numbers were "published or readily ascertainable." If the Counties, who are in possession of the tax rate data, wish the district court to consider these rates, then they may produce them.

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all tax rates had the potential for a more significant impact at the time of *Trailer Train*: at that time, the two rates were quite different, *see id.* at 864, whereas today they may not diverge as dramatically. However, the district court was correct that the central question of *Trailer Train*—how to identify the proper comparison rate to capture commercial and industrial property in California, *see id.* at 867—remains equally relevant in this case. This is the question that *Trailer Train* answered by pointing us to either the rate applicable to the secured or unsecured roll or the average rate applied to all property. The evolution in California’s system of taxation does not provide a sufficient reason to deviate from these instructions.⁸

B

The Counties also urge deviation from *Trailer Train* because the district court should have compared BNSF’s rate to other State-assessed taxpayers’ rates rather than the countywide averages, since the only property in the same “assessment jurisdiction” as BNSF is other State-assessed unitary property. The Counties thus argue that they comply with the 4-R Act because they do not treat BNSF differently from other unitary property taxpayers. We disagree.

The 4-R Act forbids railroads from being taxed at a rate that exceeds the rate applicable to commercial and industrial property “in the same assessment jurisdiction.” 49 U.S.C.

⁸ San Diego County argues that the district court needed to compare BNSF’s tax rate for its specific parcels to the tax rate for the corresponding TRA. We decline to reach this argument since it was not raised below. *See Detrich v. Ryan*, 740 F.3d 1237, 1248–49 (9th Cir. 2013) (en banc).

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§ 11501(b)(3). The statute defines “assessment jurisdiction” as “a geographical area in a State used in determining the assessed value of property for ad valorem taxation.” *Id.* § 11501(a)(2). The Counties argue that the State is the appropriate assessment jurisdiction here, and that therefore, the district court should have compared BNSF’s rate to the rate applied to other State-assessed entities: the § 100 rate. *See* Cal. Const. art. XIII, § 19; Cal. Rev. & Tax. Code § 100.

Yet even if the State were the appropriate assessment jurisdiction, the Counties’ proposal cannot pass muster. If the State were the appropriate assessment jurisdiction, then the statute instructs that the proper comparison rate is that applicable to “commercial and industrial property in the same assessment jurisdiction”—the State of California. 49 U.S.C. § 11501(b)(3). Commercial and industrial property in California certainly is not limited to the small subset of State-assessed property. Furthermore, the definition of “assessment jurisdiction” is a “geographical area.” *Id.* § 11501(a)(2). The statute does not require comparison only to other entities assessed by the same agency, just entities within the appropriate “geographical area.”⁹ Thus, if the State were the appropriate assessment jurisdiction, the proper comparison would be to *all* commercial and industrial property in the State, not just the limited group of State-assessed entities.

Furthermore, the Counties’ proposal to compare BNSF’s tax rate only to the rate applied to State-assessed property, a limited set of property mostly owned by utility companies that pay the same tax rate as BNSF, runs contrary to the

⁹ For this reason we are also not persuaded by San Diego County’s argument that the countywide TRA (as opposed to the County) is the proper assessment jurisdiction.

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purpose of the 4-R Act. Congress's goal in passing this legislation was to ensure railroads were treated equally as taxpayers. *See CSX Transp., Inc. v. Ala. Dep't of Revenue (CSX I)*, 562 U.S. 277, 280 (2011); *see also Okla. Tax Comm'n*, 481 U.S. at 457. To do so, the statute instructs comparison to "commercial and industrial property"—a deliberately broad term. 49 U.S.C. § 11501(b). Moreover, a comparison to entities paying *the same tax rate* would deprive this subsection of nearly all meaning. It was, in part, for this reason that we recently rejected a similar proposal to compare railroad property only to centrally assessed property under a different subsection of the 4-R Act. *See BNSF Ry. Co. v. Or. Dep't of Revenue*, 965 F.3d 681, 692 (9th Cir. 2020) (noting that such a comparison would "deprive subsection (b)(4) of all real-world effect"). Accordingly, we affirm the district court's decision to not compare BNSF's rate only to other State-assessed taxpayers' rates.¹⁰

C

Finally, the Counties contend that the statute requires BNSF to demonstrate not only that there is a difference in tax rates, but also that any difference is discriminatory. The

¹⁰ The district court assumed that the county was the proper assessment jurisdiction rather than the State. We agree that, under either possible assessment jurisdiction, the Counties' proposal to compare BNSF only to other State-assessed taxpayers must fail. We also recognize that the effect of selecting either the county or the State is slight, since the countywide averages do not significantly diverge from the statewide averages. However, we note that it would be appropriate for the district court to examine this issue in the first instance as proceedings continue, especially considering our case law interpreting the phrase "the same assessment jurisdiction" in the subsection (b)(1) context. *See Arizona v. Atchison, Topeka, & Santa Fe Ry. Co.*, 656 F.2d 398, 405 (9th Cir. 1981).

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Supreme Court has defined discrimination in the 4-R Act context to mean “failure to treat all persons equally when no reasonable distinction can be found between those favored and those not favored.” *CSX I*, 562 U.S. at 286 (quoting Black’s Law Dictionary 534 (9th ed. 2009)). The Counties contend that BNSF cannot show discrimination because the Counties are justified in taxing BNSF at the unitary rate, the rate at which BNSF itself lobbied to be taxed. *See Ala. Dep’t of Revenue v. CSX Transp., Inc. (CSX II)*, 575 U.S. 21, 31 (2015) (“[A tax] does not discriminate unless it treats railroads differently from other *similarly situated* taxpayers *without sufficient justification*.”). The Counties also contend that, since discrimination requires that an individual entity be treated worse than similarly situated entities, the proper comparison group is other State-assessed, unitary property.

However, the Counties arguments are unsuccessful at the outset because no independent showing of discrimination is required for subsection (b)(3) claims. The Supreme Court has clearly stated that “[w]hat subsection (b)(4) requires, and subsections (b)(1)–(3) do not, is a showing of *discrimination*—of a failure to treat similarly situated persons alike.” *CSX II*, 575 U.S. at 27 (emphasis in original); *see also Trailer Train*, 697 F.2d at 866–67 (explaining that to “discern whether California has imposed a discriminatory tax rate in violation of [subsection] (b)(3),” the court’s task was “to compare the tax rate applied to the Companies’ railroad cars with that generally applicable to commercial and industrial property”).

The text of the statute is not to the contrary. The preface to § 11501(b) states: “The following acts unreasonably burden *and discriminate against* interstate commerce.” 49 U.S.C. § 11501(b) (emphasis added). The language of the

original § 306, states that “any action described in this subsection is *declared to constitute* an unreasonable and unjust *discrimination against*, and an undue burden on, interstate commerce.” 4-R Act § 306(1) (emphasis added). It is true that subsection (b)(4) includes the term “discrimination,” whereas the term is absent from subsections (b)(1)–(3). However, this additional requirement was likely included because subsection (b)(4) is a catch-all provision. *CSX I*, 562 U.S. at 280–81. The inclusion of a discrimination requirement in this broader provision makes sense: discrimination may come in forms other than the three types listed in subsections (b)(1)–(3), but in that case an additional showing of discrimination, rather than simply difference, is required. *See CSX II*, 575 U.S. at 27. Accordingly, since BNSF was not required to show discrimination, we need not address the Counties’ arguments that BNSF would be unable to make this showing.

IV

In sum, the district court applied the correct preliminary injunction standard, properly analyzed BNSF’s tax rate under the *Trailer Train* framework, and concluded that the Counties were overtaxing BNSF’s property in violation of § 11501(b)(3). Accordingly, we affirm the district court, and suggest that, as proceedings continue, the district court consider in the first instance whether the State or the county is the proper assessment jurisdiction.

AFFIRMED.

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\$ **\$0.640**

Total Postage and Fees

\$ **\$7.360**

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 or PO Box No.
 City, State, Zip+4

**Clerk of the Board
 Colusa County Board of Supervisors
 547 Market Street
 Suite 102
 Colusa, CA 95932**

2/13/2024, 2:43:59PM

PS Form 3800, January 2023 See Reverse for Instructions

Electronic Return Receipt Requested

Postmark
 Here

Code: Team A Moore/ GWI Claim for Refunds

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
 OF THE RETURN ADDRESS. FOLD AT DOTTED LINE

CERTIFIED MAIL™



9214 8969 0099 9790 1650 9673 68

**Clerk of the Board
 Colusa County Board of Supervisors
 547 Market Street
 Suite 102
 Colusa, CA 95932**

Batch #: 9
 Article #: 92148969009997901650967368
 Date/Time: 2/13/2024 2:43:59PM
 Code: Team A Moore/ GWI Claim for Refunds

Internal File #:
 Internal Code:

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
 - Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mail piece or on the front if space permits.

1. Article Addressed to:

2. Article Number (Transfer from service label)

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

- ☐ Agent
☐ Addressee

(Is received by addressee?) Date of Delivery

- D. Is delivery address different from item 1?** ☐ Yes
 If YES enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature ☐ Priority Mail Express®
☐ Adult Signature Restricted Delivery ☐ Registered Mail™
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☐ Certified Mail Restricted Delivery ☐ Signature Confirmation™
☐ Collect on Delivery ☐ Signature Confirmation Restricted Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over \$500)

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1 SEPARATE AT PERFORATION



2 REMOVE LABEL A RECEIPT FROM B/ PLACE LABEL AT ENVELOPE TO THE RETURN A



PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

UNITED STATES POSTAL SERVICE

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 USPS
 Permit No. G-10

* Sender: Please print your name, address, and ZIP+4® in this box *

NO RETURN RECEIPT REQUESTED - PLEASE DISCARD

OPTIONAL LABEL

3

**Aela Stanley
 Ryan LLC
 233 W Loop South, Suite 1500
 Houston, TX 77027**

Packet Pg. 871

LIFT HERE

Attachment: Ryan LLC, California Northern Railroad Claims For Refund FY 2022-23 (10105 : Request to consider CA Northern Railroad claims

**Request For County Board of Supervisors Action**

MEETING DATE: December 17, 2024

DEPARTMENT: Auditor

FROM: Brittany Wheeler

SUBJECT: Reject Wild Goose LLC's Claim for Refund of Unitary tax and direct the Auditor-Controller to provide Wild Goose LLC notice of rejection via a rejection letter.

Reject Wild Goose LLC's Claim for Refund of Unitary tax and direct the Auditor-Controller to provide Wild Goose LLC notice of rejection via a rejection letter.

Detailed Description/Background of request

On March 25, 2024, the Clerk of the Board of Supervisors received a Claim for Refund on behalf of Wild Goose Storage LLC. The basis for this claim is that the statutory tax rate applied by the County to unitary and operating non-unitary property pursuant to California Revenue and Taxation Code §100(b) is unconstitutional because it exceeds the rate paid by all other property owners in the county. Specifically, Wild Goose Storage LLC alleges that the tax rate which was charged by the County is in violation of Article XIII, section 19 of the California Constitution, and contrary to the Supreme Court of California's holding in *ITT World Communications, Inc. v. City and County of San Francisco* (1985) 37 Cal.3d 859.

After consulting with County Counsel, the Auditor-Controller recommends rejecting Wild Goose Storage's claim because the Unitary tax rate (the rate applied to Wild Goose Storage LLC) is a statutorily set tax rate and our County is legally obligated to apply it pursuant to Revenue and Taxation Code §100(b). The California Constitution and binding authority from the California Supreme Court and California Court of Appeal prohibits the Auditor-Controller from "declar[ing] a statute unenforceable, or refus[ing] to enforce a statute, on the basis of it being unconstitutional, unless an appellate court has made a determination that such statute is unconstitutional." (Cal. Const. Art III, § 3.5; *Lockyer v. City and County of San Francisco* (2004) 33 Cal.4th 1055, 1086; *Boyer v. County of Ventura* (2019) 33 Cal. App. 5th 49, 54.) Here, the California Court of Appeal recently found, in *County of Santa Clara v. Superior Court* (2023) 87 Cal.App.5th 347, that §100(b) does not violate Article XIII, section 19 of the Constitution, and is not contrary to the holding in *ITT World Communications*. Thus, the Auditor-Controller can not and should not refuse to enforce the statute based on a claim of unconstitutionality by Wild Goose Storage LLC.

Prior Board Action

None.

Fiscal Impact/Funding Source

Rejecting the claim will prevent the County from distributing a refund of \$32,982.29 to Wild Goose Storage LLC.

Action for the Clerk

None

ATTACHMENTS:

- Claim Summary Wild Goose Storage (PDF)
- 03-25-24 Wild Goose Storage Claim For Refund (PDF)
- Wild Goose Rejection Letter (DOCX)

WILD GOOSE STORAGE LLC

Rate Calculated Per Revenue and Taxation Code Section 100

	2019-20
Assessed Value	24,836,054
Rate Calculated per R&T	1.2318%
Assessed Value x Rate	\$ 305,930.52
Late Penalty	
Amount Paid	\$ 305,930.52

BOE Average Tax Rate Calculation Referenced in Claim

	2019-20
Assessed Value	24,836,054
BOE County Average Rate	1.0990%
Assessed Value x Rate	\$ 272,948.23
Difference Subject to Refund Claims	\$ (32,982.29)

**COMPUTATION OF THE TAX RATE APPLICABLE TO
2019-20 PRIVATE RAILROAD CAR TAX ASSESSMENTS**
(Assessed Values and Levies in Thousands of Dollars)

Counties	Net Taxable Assessed Value	Total Levies	Non-total Property Levies ¹	Levies on Total Property	Average Tax Rate
Alameda	\$ 291,584,052	\$ 3,620,011	\$ -	\$ 3,620,011	1.241 %
Alpine	753,072	7,532	-	7,532	1.000
Amador	5,317,153	54,006	-	54,006	1.016
Butte	23,284,221	259,542	137	259,405	1.114
Calaveras	7,297,573	80,125	-	80,125	1.098
Colusa	4,076,114	44,783	-	44,783	1.099
Contra Costa	207,317,373	2,381,568	758	2,380,810	1.148
Del Norte	1,857,462	19,514	-	19,514	1.051
El Dorado	33,480,321	355,981	-	355,981	1.063
Fresno	81,738,201	965,084	-	965,084	1.181
Glenn	3,310,027	35,884	-	35,884	1.084
Humboldt	13,870,459	151,611	-	151,611	1.093
Imperial	12,264,446	148,125	-	148,125	1.208
Inyo	4,642,511	49,253	-	49,253	1.061
Kern	89,360,740	1,107,975	-	1,107,975	1.240
Kings	11,100,761	120,690	-	120,690	1.087
Lake	7,164,525	79,588	-	79,588	1.111
Lassen	2,343,284	24,016	-	24,016	1.025
Los Angeles	1,513,553,599	17,884,719	4,302	17,880,417	1.181
Madera	14,913,377	162,401	-	162,401	1.089
Marin	78,831,205	909,659	-	909,659	1.154
Mariposa	2,424,021	25,245	-	25,245	1.041
Mendocino	12,086,264	136,231	-	136,231	1.127
Merced	24,580,694	267,534	-	267,534	1.088
Modoc	1,003,632	10,036	-	10,036	1.000
Mono	6,130,608	70,027	-	70,027	1.142
Monterey	67,379,614	740,516	-	740,516	1.099
Napa	39,515,417	441,944	517	441,427	1.117
Nevada	19,529,852	209,351	-	209,351	1.072
Orange	596,317,790	6,379,939	32,845	6,347,094	1.064
Placer	76,731,164	831,209	-	831,209	1.083
Plumas	4,338,490	47,241	-	47,241	1.089
Riverside	283,112,649	3,314,831	18,687	3,296,144	1.164
Sacramento	161,107,585	1,847,996	-	1,847,996	1.147
San Benito	8,551,047	103,448	8,689	94,759	1.108
San Bernardino	227,709,111	2,643,194	39,181	2,604,013	1.144
San Diego	522,649,858	5,970,650	-	5,970,650	1.142
San Francisco	259,243,174	3,017,949	-	3,017,949	1.164
San Joaquin	75,607,299	865,433	-	865,433	1.145
San Luis Obispo	56,159,730	620,183	-	620,183	1.104
San Mateo	222,619,978	2,476,540	-	2,476,540	1.112
Santa Barbara	83,342,402	898,539	910	897,629	1.077
Santa Clara	485,233,862	5,855,560	-	5,855,560	1.207
Santa Cruz	45,987,853	506,963	-	506,963	1.102
Shasta	18,487,626	205,389	1,979	203,410	1.100
Sierra	583,597	5,836	-	5,836	1.000
Siskiyou	4,955,027	52,292	-	52,292	1.055
Solano	54,446,530	649,880	-	649,880	1.194
Sonoma	89,896,409	1,045,789	74	1,045,715	1.163
Stanislaus	49,605,276	546,916	-	546,916	1.103
Sutter	9,907,953	108,941	-	108,941	1.100
Tehama	5,767,737	60,267	-	60,267	1.045
Trinity	1,670,899	17,162	-	17,162	1.027
Tulare	36,070,906	401,564	80	401,484	1.113
Tuolumne	7,492,677	80,237	-	80,237	1.071
Ventura	135,745,917	1,499,604	2,285	1,497,319	1.103
Yolo	27,912,060	298,939	-	298,939	1.071
Yuba	6,011,147	67,149	-	67,149	1.117
TOTAL	\$ 6,137,976,333	\$ 70,782,591	\$ 110,444	\$ 70,672,147	1.151 %

1. Non-total property levies are special district voter-approved tax levies that can include special taxes on intangibles, aircraft, baled cotton, special assessments, or any other property which is subject to a uniform statewide tax rate.

Attachment: Claim Summary Wild Goose Storage (10104 : Request to consider Wild Goose Storage LLC claim for refund of FY 2019-20 property

RECEIVED

MAR 25 2024

COUNTY OF COLUSA
BOARD OF SUPERVISORS

Article #: 92148969009997901833879495

100 Congress Avenue
Suite 1900
Austin, TX 78701
Tel. 512.476.0022
Fax 512.476.0033

www.ryan.com

March 14, 2024

Board of Supervisors,
County of COLUSA, California
547 Market St, STE 102
Colusa, CA 95932**RE: CLAIM FOR REFUND OF PROPERTY TAXES – Wild Goose Storage LLC**

Dear Board of Supervisors:

Attached please find a Claim for Refund of Property Taxes for Wild Goose Storage LLC signed by Kevin Donegan with Rockpoint Gas Storage (parent of Wild Goose Storage LLC) for fiscal year 2019-2020.

Sincerely,

A handwritten signature in blue ink, appearing to read "Robert Daniel".

Robert Daniel
Director
Ryan, LLC
100 Congress Ave, Ste 1900
Austin, TX 78701

Attachment: 03-25-24 Wild Goose Storage Claim For Refund (10104 : Request to consider Wild Goose Storage LLC claim for refund of FY 2019-



Wild Goose Storage, LLC
A Rockpoint Gas Storage Company
 PO Box 8, 2780 West Liberty Road
 Gridley, California 95948
 T 530.846.7351
 rockpointgs.com

CLAIM FOR REFUND OF PROPERTY TAXES

To: Board of Supervisors, County of COLUSA, California
 547 Market Street, Suite 102
 Colusa, CA 95932

The undersigned as Vice President of Finance, as delegated by the claimant herein, hereby makes this claim for refund of property tax on behalf of the claimant pursuant to Revenue and Taxation Code section 5097 and demands that the Board of Supervisors make its order directing the controller of said County to refund to claimant the sum of \$32,733.93 in taxes levied for the fiscal year 2019/2020. In support of said claim the undersigned states:

1. Claimant is and at all times herein mentioned was Wild Goose Storage LLC, a company organized and existing under the laws of the State of Delaware, with its principal place of business located at 2780 W Liberty Road; Gridley, CA.
2. For fiscal year 2019/2020, the California State Board of Equalization assessed the value of claimant's unitary and nonoperating California property pursuant to its authority under Article XIII, section 19 of the California Constitution and section 721 of the Revenue and Taxation Code. Pursuant to its authority under Revenue and Taxation Code section 756, the California Board of Equalization transmitted a roll showing claimants unitary and nonoperating property in Santa Clara County. On the basis of said assessment and transmittal of said roll, taxes were levied on said property for said fiscal year in the sum of \$305,930.52 (Exhibit 1) and paid by claimant in full (Exhibit 2).
3. Claimant is entitled to a refund of a portion of said taxes in the amount of \$32,733.93 plus appropriate interest, on the grounds that said taxes were erroneously and illegally collected, or illegally assessed or levied, for the following reasons:
 - a. The property tax rate applied to compute claimant's property taxes was in excess of the rate applied in the same year to property in the county assessed by the assessor of COLUSA County, in violation of Article XIII, section 19 of the California Constitution and *ITT World Communications v. City and County of San Francisco*, 37 Cal. 3d 859 (1985).
 - b. The property tax rate applied to compute claimant's property taxes exceeded the rate allowed by Article XIII A, section 1 of the California Constitution.
4. No refund of said taxes, or any part thereof, has been previously made.



Wild Goose Storage, LLC
A Rockpoint Gas Storage Company
PO Box 8, 2780 West Liberty Road
Gridley, California 95948
T 530.846.7351
rockpointgs.com

I declare under penalty of perjury that the foregoing is true and correct, and that I am authorized by claimant to make this claim for refund.

Dated: March 4, 2024 at Calgary, Alberta, Canada.

Name: Kevin Donegan

Title: Vice President - Finance

Signature:

A handwritten signature in blue ink, appearing to be 'Kevin Donegan', written over a faint circular stamp.

Attachment: 03-25-24 Wild Goose Storage Claim For Refund (10104 : Request to consider Wild Goose Storage LLC claim for refund of FY 2019-

Exhibit 1

Joe Leung

From: Sheila Lorenzini <slorenzini@countyofcolusa.com>
Sent: October 23, 2019 1:54 PM
To: Boodoo, Cheryl
Subject: RE: Property Tax 2019-2020 (Colusa)

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Here you go!
Have a great day,
Sheila

Asmt:	799-000-080-000	Tax Year	2019	As Of Date	10/23/2019	Owner's Name	WILD GOOSE STORAGE, LLC
-------	-----------------	----------	------	------------	------------	--------------	-------------------------

Description			Address 1	607-8TH AVENUE S.W., SUITE 400	
Situs 1			Address 2	CALGARY, ALBERTA	
Situs 2	Unitary Improvements	00023237503	Address 3	CANADA, T2P OA7	
Fee Parcel	799-000-080-000		Address 4		
Original Asmt	799-000-080-000		Cortac Number		
Supplemental Count		0	Loan Number		
Rate	A00 - 0.000 rate - (0%)		Name		
			Phone Number		Lender Number

Taxes	1	2	Total
	DUE	DUE	
Date	12/10/2019	04/10/2020	
Total Due	\$152,965.26	\$152,965.26	\$305,930.52
Total Paid	\$0.00	\$0.00	\$0.00
Balance	\$152,965.26	\$152,965.26	\$305,930.52

Status	C	TRA	000-001
Bill Type	SP	Event Date	
Taxability	000	Printed Date	10
Roll Type	S	Acres	

Fee Parcel	- - -	Owner	
Situs 1		Situs 2	S

Default	Roll Changes	Bankruptcy	Lien	Fees	Has Not
---------	--------------	------------	------	------	---------

ASMT	Owners	Values	Tax Codes	Taxes	Part Pays\Four Pays	Coll. Refunds
------	--------	--------	-----------	-------	---------------------	---------------

1/1	Summary	Images
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1 Record(s) Found	2019	COLUS
-------------------	------	-------

Asmt: 799-000-080-000		Tax Year: 2019	As Of Date: 10/23/2019	Owner's Name: WILD GOOSE STORAGE, LLC
------------------------------	--	-----------------------	-------------------------------	--

	Previously Billed	Current Value	This Bill
Land.....		1,598,551	1,
Improvements.....			
Structural.....		23,237,503	23,
Growing.....			
Fixed.....			
Personal Property.....			
Pers. Prop. Manufactured Home.....			
Exemption.....			
☐ ☐			
☐ ☐			
☐ ☐			
Net Value.....		24,836,054	24,

	Interest Type From 1 From 2 Thru
--	--

ASMT	Owners	Values	Tax Codes	Taxes	Part Pays\Four Pays	Coll. Refunds
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<<< < > >>>	1/1	Summary Images							
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1 Record(s) Found	2019	COLUS
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Asmt: 799-000-080-000 Tax Year 2019 As Of Date 10/23/2019 Owner's Name WILD GOOSE STORAGE, LLC

Code	Description	Base	Rate	Tax Amo...	Pen Amo...	Tax Amo...	Pen Amo...	As
00002	UNITARY COUNTYWIDE	7	1.000000	\$124,180.27	\$12,418.08	\$124,180.27	\$12,418.08	\$
00003	PIERCE UNIFIED B&I #2 UNITA...	7	0.017163	\$2,131.31	\$213.13	\$2,131.31	\$213.13	
00005	YCCD BOND A UNITARY DEBT	7	0.067040	\$8,325.05	\$832.50	\$8,325.05	\$832.50	
00006	YCCD BOND B UNITARY DEBT	7	0.050178	\$6,231.12	\$623.11	\$6,231.12	\$623.11	
00008	YCCD BOND C UNITARY DEBT	7	0.000546	\$67.80	\$6.78	\$67.80	\$6.78	
00009	COLUSA UNIFIED B&I UNITARY ...	7	0.039821	\$4,944.98	\$494.49	\$4,944.98	\$494.49	
00010	PIERCE UNIFIED B&I #3 UNITA...	7	0.000800	\$99.34	\$9.93	\$99.34	\$9.93	
00011	WILLIAMS UNIFIED B&I #1 UNI...	7	0.026947	\$3,346.29	\$334.62	\$3,346.29	\$334.62	
00012	PIERCE UNIFIED B&I #4 UNITA...	7	0.003473	\$431.28	\$43.12	\$431.28	\$43.12	
00013	WILLIAMS UNIFIED B&I #2 UNI...	7	0.004655	\$578.06	\$57.80	\$578.06	\$57.80	
00014	PRINCETON UNIFIED B&I UNITA...	7	0.004283	\$531.86	\$53.18	\$531.86	\$53.18	
00015	YCCD BOND D UNITARY DEBT	7	0.011024	\$1,368.96	\$136.89	\$1,368.96	\$136.89	
00016	WILLIAMS UNIFIED B&I #3 UNI...	7	0.005870	\$728.94	\$72.89	\$728.94	\$72.89	

TRA 000-001

	Tax Amount 1	Pen Amount 1	Tax Amount 2	Pen Amo
Total Taxes	\$152,965.26	\$15,296.52	\$152,965.26	\$15
Total Direct Charges	\$0.00	\$0.00	\$0.00	
Total Taxes + Direct Charges	\$152,965.26	\$15,296.52	\$152,965.26	\$15

ASMT Owners Values Tax Codes Taxes Part Pays Four Pays Coll. Refunds

1/1 Summary Images

1 Record(s) Found 2019 COLUS

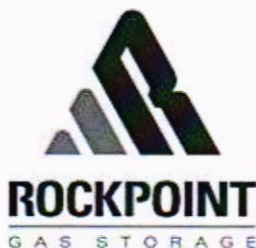
From: Boodoo, Cheryl [mailto:cheryl.boodoo@rockpointgs.com]
Sent: Wednesday, October 23, 2019 12:23 PM
To: Tax Request
Subject: Property Tax 2019-2020 (Colusa)
Importance: High

Hi,

Could it be possible to obtain the 2019-2020 property tax bill?

The prior year's invoice is attached above.

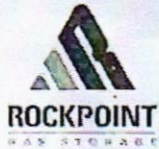
Thanks,



Cheryl Boodoo
 Senior Tax Analyst Contractor, Tax
 ROCKPOINT GAS STORAGE
 T (+1) 403.513.8627
rockpointgs.com

400, 607 8 Avenue SW
 Calgary, AB T2P 0A7

Exhibit 2



Rockpoint Gas StoragePartners, LP
 400 - 607 8th Avenue S.W.
 Calgary, AB
 Canada, T2P 0A7

DATE
 21 Nov 2019

CHEQUE NUMBER
 00003261

VENDOR Colusa County Tax Collector		VENDOR NUMBER 1404224	
INVOICE NUMBER	INVOICE DATE	REFERENCE	NET AMOUNT
COLUSA102519	25 Oct 2019	2019-2020 Colusa County Property Taxes	\$152,965.26
TOTAL			***152,965.26

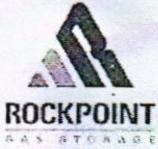
Rockpoint Gas Storage Partners, LP 400 - 607 8th Avenue S.W. Calgary, AB Canada, T2P 0A7		PAYABLE THROUGH THE BANK OF NOVA SCOTIA 1 LIBERTY PLAZA NEW YORK NY 10006 Bank of Nova Scotia 1 Liberty Plaza New York, NY USA, 10006 Branch A/C No: 88721-12 Transit 12989	1 - 2537 280 CHEQUE NUMBER 00003261 DATE 21 11 2019 D D M M Y Y Y Y
U.S. DOLLARS PAY EXACTLY ***** One Hundred Fifty Two Thousand Nine Hundred Sixty Five U.S. Dollars and 26/100		\$***152,965.26	
PAY TO THE ORDER OF Colusa County Tax Collector 547 Market St. Suite 111 Colusa, CA USA, 95932		Rockpoint Gas StoragePartners, LP U.S. DOLLARS PER AUTHORIZED SIGNING OFFICER PER AUTHORIZED SIGNING OFFICER	

for Wild Goose Storage LLC, a/cmt: 799-000-080-000

THIS DOCUMENT CONTAINS A GRADIENT COLOUR BACKGROUND • INVISIBLE FLUORESCENT PATTERN UNDER CONVENIENCE FIELD XXX • SECURITY MICROPRINTING • TRUE WATERMARK

00003261 026002532 88721 12

0015296526


Rockpoint Gas StoragePartners, LP

 400 - 607 8th Avenue S.W.
 Calgary, AB
 Canada, T2P 0A7

 DATE
 01 Apr 2020

 CHEQUE NUMBER
 00003809

VENDOR Colusa County Tax Collector		VENDOR NUMBER 1404224	
INVOICE NUMBER	INVOICE DATE	REFERENCE	NET AMOUNT
COLUSA	15 Feb 2019	2019-2020 Colusa County Property Taxes	\$152,965.26
TOTAL			\$****152,965.26


**Rockpoint Gas Storage
Partners, LP**

 400 - 607 8th Avenue S.W.
 Calgary, AB
 Canada, T2P 0A7

PAYABLE THROUGH THE BANK OF NOVA SCOTIA 1 LIBERTY PLAZA NEW YORK NY 10006

 Bank of Nova Scotia
 1 Liberty Plaza
 New York, NY
 USA, 10006

Branch A/C No: 88721-12 Transit 12989

 1 - 253 / 280
 CHEQUE NUMBER 00003809

 DATE 01042020
 D D M M Y Y Y Y

 U.S. DOLLARS
 PAY EXACTLY

 ***** One Hundred Fifty Two Thousand Nine Hundred Sixty Five U.S. Dollars and
 26/100

\$*****152,965.26

 PAY
 TO
 THE
 ORDER
 OF

 Colusa County Tax Collector
 547 Market St. Suite 111
 Colusa, CA
 USA, 95932

 Rockpoint Gas StoragePartners, LP
 U.S. DOLLARS

PER

AUTHORIZED SIGNING OFFICER

PER

AUTHORIZED SIGNING OFFICER

THIS DOCUMENT CONTAINS A GRADIENT COLOUR BACKGROUND • INVISIBLE FLUORESCENT PATTERN UNDER CONVENIENCE FIELD XXX • SECURITY MICROPRINTING • TRUE WATERMARK

00003809 026002532 88721 12

0015296526

COLUSA COUNTY

Office of
Robert Zunino
County Auditor-Controller

Holly Gallagher
Asst. Auditor-Controller



AUDITOR - CONTROLLER

546 Jay Street, Suite #202
Colusa, CA 95932

Phone: 530-458-0400
Fax: 530-458-0402

December 17, 2024

Ryan LLC
Attn: Robert Daniel
100 Congress Avenue
Suite 1900
Austin, TX 78701

Re: Notice of Rejection of Claim for Refund of Property Taxes levied for fiscal year 2019-20

Dear Robert:

On March 25, 2024 the Clerk of the Board of Supervisors received a Claim for Refund on behalf of Wild Goose Storage LLC. Notice is hereby given that the above-referenced claim was rejected by the County of Colusa Board of Supervisors at its meeting held on December 17, 2024.

Given that the unitary and operating nonunitary rate is a statutorily set tax rate, our County is legally obligated to apply it pursuant to Revenue and Taxation Code §100(b). As you may be aware, the California Court of Appeal recently found, in *County of Santa Clara v. Superior Court* (2023) 87 Cal.App.5th 347, that §100(b) does not violate Article XIII, section 19 of the California Constitution and is not contrary to the holding in *ITT World Communications, Inc. v. City and County of San Francisco* (1985) 37 Cal.3d 859.

California Revenue and Taxation Code §5141(a), states: An action brought under this article, except an action brought under Revenue and Taxation Code §5148, shall be commenced within six months from and after the date that the board of supervisors or city council rejects a claim for refund in whole or in part.

Please let us know if you have any questions.

Sincerely,

Brittany Wheeler
Accountant-Auditor III
Colusa County

Attachment: Wild Goose Rejection Letter (10104 : Request to consider Wild Goose Storage LLC claim for refund of FY 2019-20 property taxes)

**Request For County Board of Supervisors Action**

MEETING DATE: December 17, 2024

DEPARTMENT: Community Development Department

FROM: Greg Plucker

SUBJECT: Receive a presentation on the current Draft of the Maxwell Community Plan and provide any desired input.

Receive a presentation on the current Draft of the Maxwell Community Plan and provide any desired input.

Detailed Description/Background of request

In March, 2024, the Board approved an MOU with the Sites Reservoir Authority Board detailing the County's and the Authority's obligations to prepare a Sites Area Plan and a Maxwell Community Plan per the requirements of the County's General Plan. In April, 2024, the Board approved a contract with the DeNovo Planning Group to prepare these plans with funding provided by the Authority. In May, 2024 the Board received an initial presentation on the development of the community plans.

To-date, plan development has focused on the Maxwell Community Plan. Efforts on developing the Sites Area Plan will begin following refinement of the resultant configuration of the private properties surrounding the reservoir and confirmation of access limitations to the reservoir from these properties. The outreach for the Maxwell Community Plan included two in-person workshops and community polling exercises to provide community members, public agencies, and stakeholders an opportunity to discuss their concerns and potential opportunities for the Maxwell area in light of the pending Sites Reservoir Project. The first Community Workshop was meant to receive comments and feedback regarding the Sites project in order to identify areas of concern or opportunities for improvements throughout the Maxwell area. The second Community Workshop included a vision board activity and a post-it note activity to stream-line the feedback process and receive input from the public regarding specific short-term and long-term opportunities and challenges that the Maxwell community may face as a result of the Sites project.

As a result of the information gathered at these meetings, a draft of the Maxwell Community Plan has been developed. This draft is being presented to the Board for your initial review and input. Subsequently, any input will be included in the draft plan and distributed for community review. It is anticipated that a community meeting would be held in order to obtain any input directly from the Maxwell community, effected agencies, and stakeholders.

Plan Overview

The draft community plan consists of six sections as follows:

1. Introduction & Purpose: Provides an overview of the Maxwell Community Plan's goals and setting the framework for future development. This section provides an executive summary, identifies a vision statement, and provides overall objectives of the plan to address a wide range of issues including housing, infrastructure, parks and schools, public safety, economic development, and funding.
2. Sites Reservoir Overview: Details the role and impact of the Sites Reservoir on Maxwell, including potential expected benefits for local and regional growth. In addition, this section provides an overview of the Sites Reservoir project, its history, planned features, construction and expected short- and long-term employment.
3. Existing Conditions in Maxwell: Reviews Maxwell's current economic, and environmental conditions to establish a foundation for the proposed planning initiatives. This chapter provides information on the regional and local context; utilities and infrastructure; land use and zoning; development capacity; existing site inventory; and a potential gateway park.
4. Community Outreach Efforts: Summarizes the engagement efforts with local residents, agencies and other stakeholders, and agencies to ensure the plan reflects community needs and priorities. Information is provided on community engagement and discussions, and information gathering exercises.
5. Key Issues: Identifies the primary challenges and directives Maxwell will be addressing through the community plan. This section also provides an overview of pressing issues such as balancing growth with agricultural land preservation, managing water resources, enhancing transportation networks, and ensuring access to services and amenities.
6. Goals, Strategies & Implementation: Outlines actionable steps to achieve the plan's vision. This section identifies specific actionable items addressing a range of issues including: housing; infrastructure; community facilities; community safety, economic development, and downtown Maxwell.

At the Board meeting, the project's consultant (Ben Ritchie of the DeNovo Planning Group) will provide a detailed presentation on the draft plan for additional information and solicit Board input.

Prior Board Action

At the Board's March 26, 2024 meeting, the Board approved an MOU with the Site's Reservoir Authority Board regarding the preparation of Sites Area and Maxwell

Community plans and their funding.

At the Board's April 23, 2024 meeting, the Board approved a contract with the DeNovo Planning Group for the preparation of Sites Area and Maxwell Community plans and their funding.

At the Board's May 21, 2024 meeting, the Board received a presentation on the initiation of the development of the Sites Area and Maxwell Community Plans.

Fiscal Impact/Funding Source

The consultant costs would be paid pursuant to the provisions of the MOU with the Sites Reservoir Authority Board.

Action for the Clerk

No action at the present time.

ATTACHMENTS:

- DRAFT Maxwell Community Plan (PDF)



MAXWELL COMMUNITY PLAN

A Vision for the Maxwell Sites Reservoir Area

Prepared for:

Colusa County
Community Development
Department
1213 Market Street
Colusa, CA 95932
530.458.0480



COLUSA COUNTY
— CALIFORNIA —

Prepared by:

De Novo Planning Group
Ben Ritchie | Principal
1020 Suncast Lane #106
El Dorado Hills, CA 95762
916.949.3231

DRAFT

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Provides an overview of the Maxwell Community Plan's goals, setting the framework for responsible development.

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19 | Community Outreach Efforts

Summarizes the engagement efforts with local residents, stakeholders, agencies and other stakeholders to ensure the plan reflects community needs and priorities.

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Identifies the primary challenges and directives Maxwell will be addressing through the community plan.

25 | Goals, Strategies & Implementation

Outlines actionable steps to achieve the plan's vision.



VISION STATEMENT

The community of Maxwell is steeped in history and grounded in its agricultural roots.

Located along the I-5 corridor, in the heart of Colusa County, Maxwell is a family-oriented community comprised of a mosaic of families and individuals. As Maxwell looks to the future, it continues to value and promote safety, economic opportunities, civic pride, and rural independence. Maxwell seeks to preserve and build upon its historic roots, while capitalizing on opportunities to further improve and enhance the quality of life of all its residents and visitors.





INTRODUCTION & PURPOSE

1.0: Executive Summary

The Maxwell Community Plan has been developed in order to help guide and shape future conditions in Maxwell, and is spurred in part by the pending construction and operation of the Sites Reservoir Project.

This community plan has been prepared to reflect the guidance and direction for the Maxwell community articulated in the Colusa County General Plan, and responds to the vision and local priorities expressed by Maxwell residents and local agencies.

The chapter is organized into the following sections:

- 1.1 Vision Statement
- 1.2 Objectives

1.1: VISION STATEMENT

This vision statement is an aspirational description of how the Maxwell community should look and feel when the Maxwell Community Plan is implemented incrementally in subsequent years.

- Ensure that Maxwell has effectively capitalized and responded to the opportunities and challenges afforded and posed by the construction and operation of Sites Reservoir.
- Support Downtown Maxwell as the historic heart of the community where the past is celebrated, and the future is embraced.
- Maxwell remains grounded in its agricultural roots, while providing expanded economic development opportunities related to tourism, services, alternative energy, and construction/manufacturing.

- The community has a recognizable identity which signals to people that they are in a special place, rooted in history and full of opportunity.
- Work to expand a range of housing options for households of all sizes, makeups, and economic statuses.
- Strive to preserve and rejuvenate Downtown Maxwell's historic character through design guidelines and redevelopment efforts that promote economic activity, and provide a central community gather space comprised of residences, business, and community open spaces
- Prepare Maxwell to serve as the gateway to Sites Reservoir and other recreational activities throughout western Colusa County.
- Ensure that Maxwell is served by excellent utilities and community services, resulting in a safe community with reliable water and sewer infrastructure.
- Continuously work to ensure that roadways and sidewalks throughout the community are safe, connected, and well maintained, allowing for a range of mobility options throughout the community.
- Strive to ensure that local schools are well-supported, and provide safe and attractive spaces for students to learn and grow.
- Seek additional opportunities to improve parks and recreational open spaces throughout the community.

1.2: OBJECTIVES

In order to achieve the Vision Statement identified in this Maxwell Community Plan, the County of Colusa, local agencies, residents, and stakeholders from the Maxwell community have identified the following objectives:

◆ Flexible Housing Solutions

*Provide flexibility and support to allow for creative **short-term housing solutions** to accommodate an influx of workers during the construction of Sites Reservoir.*

◆ Meeting Housing Needs

*Meet the needs of existing and future residents by encouraging and facilitating the construction of **additional housing units** in Maxwell, and work to improve the condition of existing housing units in Maxwell.*

◆ Infrastructure Expansion

*Expand the **capacity and reliability of the water and wastewater infrastructure** provided by the Maxwell Public Utilities District in order to better serve existing customers, and meet the demand of future customers.*

◆ Community Parks/School Support

*Provide additional **community parks and open space resources**, and **support the Maxwell Unified School District** in their efforts to provide safe and attractive school campuses.*

◆ Public Safety Enhancement

*Ensure a **safe community** through well-equipped and properly funded law enforcement and fire/EMS services.*

◆ Transportation Network

*Maintain a **safe and well-functioning transportation network** that meets the needs of all users.*

◆ Economic Revitalization

*Improve **local economic conditions** by promoting revitalization of existing businesses in Maxwell, and capitalizing on opportunities related to the construction and operation of Sites Reservoir.*

◆ Downtown Improvement

*Improve the physical and aesthetic characteristics of **Downtown Maxwell** through the implementation of design guides, building and façade rehabilitation, and the expansion of economic opportunities.*

◆ Funding Acquisition

*Aggressively seek **outside funding sources**, such as State and Federal grants, to assist with the implementation of the Maxwell Community Plan.*





SITES RESERVOIR OVERVIEW

2.0: Summary

The Sites Reservoir, a proposed off-stream water storage project located west of Maxwell, offers critical water storage potential for California's water supply challenges, aiming to capture excess runoff in wet years to provide reliable water resources during dry periods. This project promises economic, environmental, and community benefits, including improved water security, job creation, and increased recreational opportunities. This overview introduces the reservoir's anticipated role within the community, aligning with long-term sustainability goals for the Central Valley and beyond.

The chapter is organized into the following sections:

- 2.1 Sites Reservoir Context
- 2.2 Sites Reservoir Description

2.1: Sites Reservoir Context

2.1.1: PROJECT HISTORY

The concept for a surface water storage facility at Sites originates in the 1950s where the location was proposed as a reservoir location to meet growing water demands throughout the State. Sites was not officially considered by developers until 1995 when the CALFED Bay-Delta Program (CALFED) initiated the evaluation of expanded surface water storage in the Sacramento and San Joaquin Valleys as a part of a long-term plan to restore the ecological health of the Sacramento-San Joaquin Delta and its watershed. CALFED initially identified and analyzed over 50 potential surface water storage locations across the state during the development of its environmental impact report and environmental impact statement. This screening of potential locations indicated a preference for offstream surface water storage to avoid redirected impacts on aquatic species in the primary tributaries in the Delta.

By 2000, the California Department of Water Resources (DWR) continued to evaluate potential surface water storage locations on the western side of the Sacramento Valley as a part of the Surface Water Storage Investigation. The objectives of this investigation were to formulate a project that would enhance water management flexibility in the Sacramento Valley, increase the reliability of surface water supplies statewide, and improve water quality and ecosystems. DWR's efforts narrowed the potential storage locations to four potential options: Red Bank (Dippingvat and Schoenfield Reservoirs), Newville Reservoir, Colusa Reservoir, and Sites Reservoir. Additional screening led to the selection of the Sites Reservoir as the most conducive location to furthering project goals while minimizing environmental impacts. The Surface Water Storage Investigation also evaluated water source options that led to the selection of the existing Tehama-Colusa Canal (TC Canal), GCID diversion, and the addition of a new pipeline from the Sacramento River.

In 2017 the Sites Project Authority (Authority) submitted a Water Storage Investment Program (WSIP) application to the California Water Commission (CWC) to determine the eligibility for funding under Proposition 1 which was passed by the California voters in 2014. The CWC's evaluation made nine determinations regarding the Authority's application including the determinations that the Sites Reservoir would provide a net ecosystem improvement, would provide measurable improvements to the Delta ecosystem, and would advance the long-term objectives of restoring the ecological health of the Delta and improving water management to protect beneficial uses in the Delta and its watershed. By 2018, the project was awarded \$820 million from a State bond through Proposition 1. In 2021 the CWC voted in favor of exploring the project's feasibility. By 2023 Governor Gavin Newsom signed Senate Bill 149 (SB 149) which provided certain streamlining benefits from legal challenges filed under the California Environmental Quality Act (CEQA). Construction of the Sites Reservoir project was approved and is projected to begin development in 2025/2026 with potential completion by 2031/2032.

2.2: Sites Reservoir Description

2.2.1: RESERVOIR FEATURES

The Sites Reservoir Project would construct a 1.5-million-acre-foot offstream reservoir to capture excess stormwater and store the water until it is needed during dry periods or prolonged droughts. When utilized, the water would be used for environmental quality needs, as a water source for communities, and for agricultural purposes. The existing surface water storage system throughout California were designed to capture snowmelt, but precipitation in California occurs more commonly in the form of rain. Current trends, factoring in environmental changes project reliance on precipitation as a water storage contributor will increase as the existing water storage facilities are unable to support projected increases in water need to serve communities, fuel the economy, and revitalize the environment. Once completed and operational, Sites Reservoir will also be integrated with the State Water Project and Central Valley Project, improving management of California's water supply during extremes such as flooding and drought.

The 1.5-million-acre-foot reservoir would be located to the west of Maxwell, CA stretching 13 miles from north to south, and 4 miles from east to west, as seen in **Figure 1** When filled, it would be approximately 260 feet deep at its lowest point. Grapevine and Antelope Creeks would flow into the Reservoir from the west and south, while Stone Corral Creek would flow eastward from the Reservoir into the Central Valley, and Funks Creek would flow eastward from the Reservoir into Funks Reservoir. The Sites Dam, Golden Gate Dam, and nine smaller dams would be constructed to hold water in the Reservoir at the lowest points of the surrounding hills.

Sites Reservoir Project Schedule

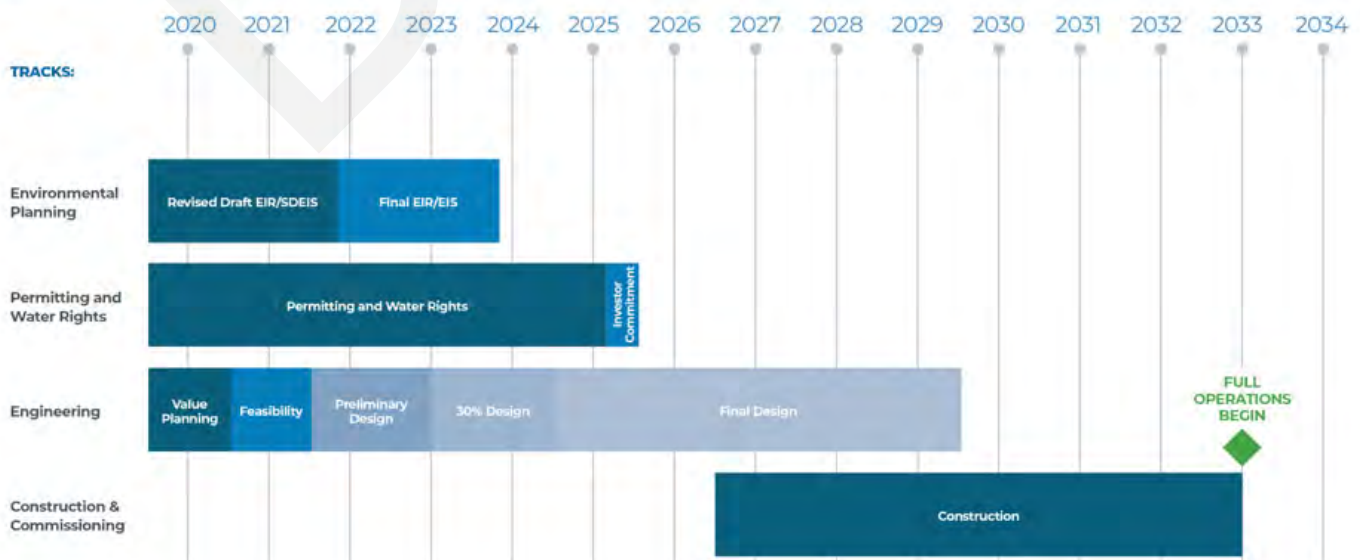
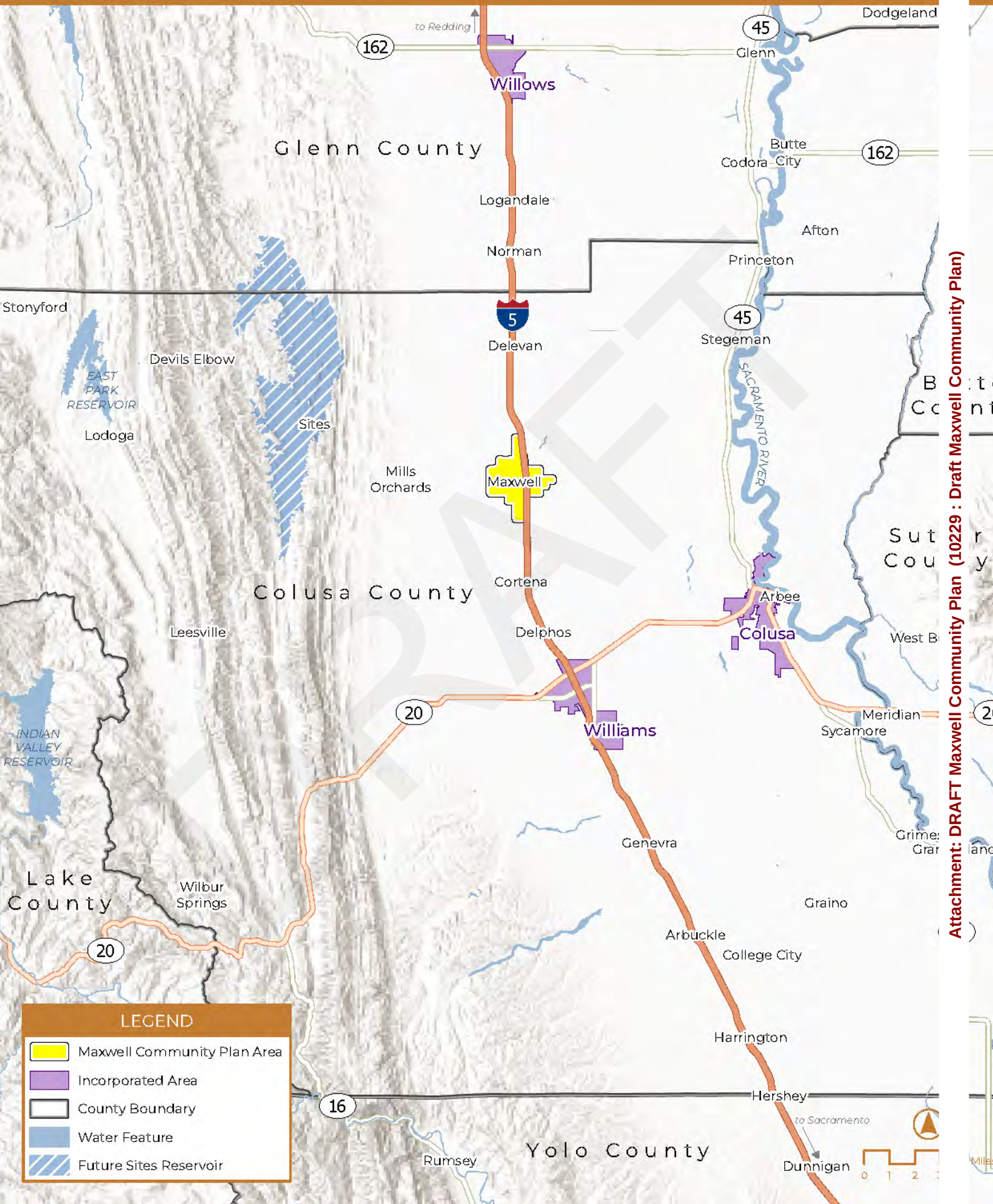


Figure 1. Vicinity Map



Attachment: DRAFT Maxwell Community Plan (10229 : Draft Maxwell Community Plan)

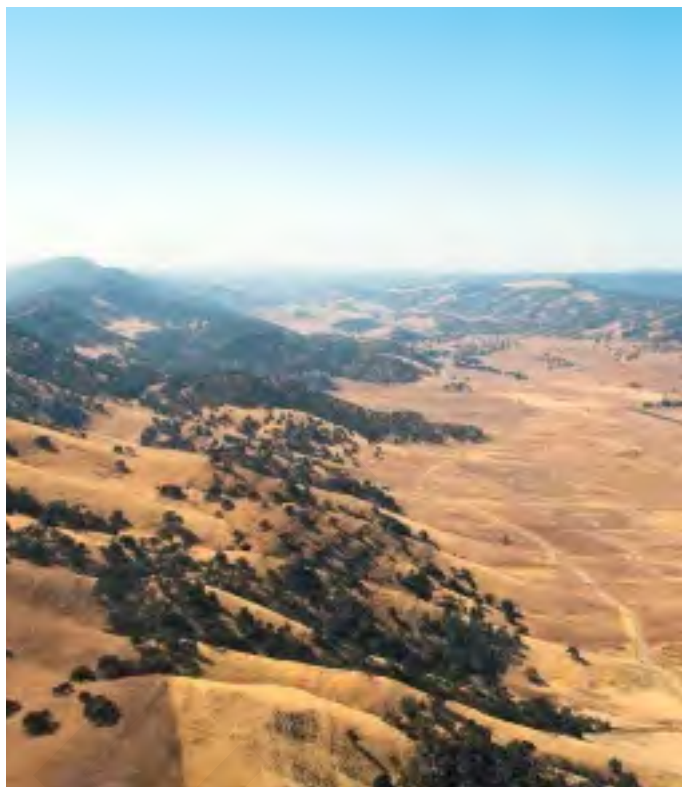
2.2.2: RECREATION AREAS

The Sites Reservoir Project would also include various recreational opportunities including the Peninsula Hills Recreation Area, a day use boat ramp off Sites Lodoga Road, and the Stone Corral Recreation Area. Figure X2 (to be added in FINAL) shows the proposed Sites Reservoir, recreation features, existing and proposed hydrological elements, and other relevant site features.

The Peninsula Hills Recreation Area would be accessed by the existing Sites Lodoga Road west of the reservoir. This recreation area would encompass up to 373 acres and would include a kiosk, access to potable water, picnic tables (with parking at each site), and hiking trails. There would be vault toilets, campsites (car and recreational vehicle), and a group camping area.

The Stone Corral Creek Recreation Area would be located on the eastern shore of the Sites Reservoir, north of the existing Maxwell Sites Road and Sites Dam. Access would be provided from Sites Dam and Sites Lodoga Road near the eastern end of the bridge across the reservoir. This recreation area would encompass up to 235 acres and its facilities would include a kiosk, access potable water, picnic sites (with parking at each site), and hiking trails. There would also be vault toilets and a number of campsites (car and recreational vehicle).

The day use and boat ramp would be located on the western side of the reservoir where the existing Sites Lodoga Road intersects with the proposed inundation area for the reservoir. A parking area would be added to the existing Sites Lodoga Road outside of the inundation area footprint of the reservoir. The boat ramp and parking area would encompass up to 10 acres and include a kiosk, access to potable water, and one vault toilet. The Sites Authority is also considering a recreation area on the north side of the reservoir within Glenn County, though this facility is still conceptual.



2.2.3: REGIONAL AND LOCAL CONTEXT

The Sites Reservoir would be located approximately 8 miles west of Maxwell. The Project site is located in a naturally occurring valley and crosses into Colusa, Glenn, and Yolo Counties. The total size of the reservoir would be 1.5 million acres and potentially cover a significant amount of the resources, landscape, and existing infrastructure in the surrounding areas. The elevation of the Project site ranges between 1,000 – 2,000 feet above sea level. The unincorporated community of Sites currently contains a number of single-family houses, barns, and other miscellaneous structures (e.g. sheds, silos, and pumphouses). Adopting the most recent estimation of 2.88 persons per household in Colusa County, approximately 69 people are presumed to be living in Sites. The area around it is primarily vacant land dominated by grassland and hills. Along Maxwell Sites Road, Sites Lodoga Road, and Huffmaster Road, there are several single-family homes, agricultural sites, and farm equipment located near these homes. Sites Town Square is the unofficial designation of the intersection of these three roads, with the Sites Cemetery located to the west of this intersection.

Antelope Creek runs through the site area with several tributary creeks feeding into it throughout its length across the site area. These creeks are intermittent and may run dry during certain parts of the year. Grapevine Creek also runs through the Project site area. Both major creeks would flow into the completed Sites Reservoir. East of the Project site is the Funks Reservoir that is fed and drained by the Tehama-Colusa Canal. East of the Funks Reservoir is the Glenn-Colusa Canal.

Following completion, the primary access road to the Sites Reservoir would be Maxwell Sites Road off of Interstate 5 that would cross the Reservoir with the proposed Sites Lodoga Road Bridge. Maxwell would be the closest community to the Project area and would serve as the gateway town for the completed Sites Reservoir.



2.2.4: SITES RESERVOIR CONSTRUCTION AND EMPLOYMENT

The construction of Sites Reservoir is anticipated to occur over an approximately 7-year period and may ultimately employ or use the services of 4,000 or more persons. Total employment needs will vary year by year throughout the duration of project construction, with years 2 and 4 projected to have the highest employment levels. At peak employment during year 2 of construction, 1,000 or more workers may be employed during construction operations. Year 7 is projected to have the lowest employment levels at approximately 158 workers employed.

The Sites Authority has projected that project jobs such as laborers, haulers, carpenters, and other trades have the potential to be sourced primarily from the local area, while more technical jobs such as operating engineers, would be sourced from outside of the local area. The Authority's analysis identified the "local area" as consisting of the counties of Colusa, Glenn, Yolo, Butte, Placer, Sacramento, Shasta, Sutter, and Tehama.

Once construction of the reservoir is complete, the Authority estimates that approximately 35 people would be employed annually to oversee and manage operation of the reservoir.





EXISTING CONDITIONS

3.0: Summary

The Existing Conditions section provides an overview of the foundational elements shaping the community's planning area, detailing the regional and local context, current land use patterns, zoning designations, and utilities and infrastructure. This comprehensive understanding of existing conditions establishes a baseline for assessing opportunities and constraints in subsequent planning decisions.

The chapter is organized into the following sections:

- 3.1 Regional and Local Context
- 3.2 Utilities & Infrastructure
- 3.3 Land Use & Zoning
- 3.4 Development Capacity
- 3.5 Existing Site Inventory
- 3.6 Gateway Park

3.1.1: REGIONAL CONTEXT

Maxwell is an unincorporated community in the northeast of Colusa County, California. It is situated along the Interstate 5 (I-5) corridor in the northern portion of California's Central Valley. Maxwell is northwest from the City of Colusa, the seat of Colusa County, and north of the City of Williams. Maxwell is South, along I-5, of the Sacramento National Wildlife Refuge. To the west of Maxwell is a range of hills leading out of the Central Valley towards the Mendocino National Forest. From a regional perspective, Maxwell is approximately 62-miles northwest of the City of Sacramento and approximately 37-miles southwest of the City of Chico.

Regional highway access to Maxwell is provided primarily by Interstate-5, running north-south through the community and serving as the primary connection to Sacramento, other cities to the north and south, and other regional destinations. State Route 20 (SR 20) runs through the City of Williams, south of Maxwell, and provides primary east-west access to the City of Colusa and other destinations in the region.

The nearest regional rail access stations are the Amtrak Stations along the “Coast Starlight” route, located to the south in both Davis and Sacramento, and to the north in Chico. Maxwell is served by the Colusa County Transit Agency to provide regional bus service through both fixed time routes and a dial-a-ride system. The daily bus routes connect the residents of Maxwell to surrounding communities including Williams, Colusa, and Yuba City.

3.1.2: LOCAL CONTEXT

Maxwell is an agricultural community within the Northern Portion of California’s Central Valley. The town was officially recognized sometime between 1874 and 1877. The first mention of Occident (later to become known as Maxwell) occurred in the Weekly Colusa Sunday newspaper in the issue of March 17, 1877 when it reported that “a new town had been laid out on the survey of the Northern Railroad about 10 miles north of Williams called Occident. Then, on September 14, 1878, the Weekly Colusa Sunday Newspaper reported that “the Railroad Company had decided to call the town formerly known as Occident, Maxwell”.

The community is largely composed of single-family residential neighborhoods with commercial uses located throughout the community, primarily along Old Highway 99W. Commercial, with industrial uses on the same road both in the outer areas of the community. Highway-serving commercial and additional industrial uses are along Maxwell Road concentrated near the on/off-ramps for I-5. Public and community uses in Maxwell include a community park, little league field, Maxwell Elementary School, and Maxwell High School.

As of 2022, Maxwell had population of 1,181 residents, which represents about 5.4% of the broader Colusa County population (21,811 residents). The median age of Maxwell residents is 30 years old. Maxwell has an estimate of 438 housing units and an average of 2.91 persons per household in owner-occupied units, and 3.17 persons per household in renter-occupied units. As of 2022, just about 11%, or 48 of the housing units in Maxwell are vacant. Of the occupied units, some 58% are owner-occupied while 42% are renter-occupied. The median annual household income as of 2022 was approximately \$64,000 with some 15.7% of households below the poverty level

Maxwell’s economic characteristics are dominated by local agricultural operations with 42% of the working population employed by the agricultural sector. Other significant sectors include manufacturing (15% of workers) and public administration (14% of workers). Other employment sectors with a lesser percentage of the larger employment stock are educational services, transportation, utilities, construction, retail, and wholesale trade. The total number of employed residents in Maxwell, as of 2022, was 827, approximately 70% of the population.

Within the community itself there are few commercial uses including the Maxwell Inn, Bar, and Grill, Caldwell’s Mini Mart, BM Bar Custom Meats, Herreras Bakery, Cy A. Hawkins Insurance, Grow West, and Pacific Metal Buildings. There are several public administration and utilities services operating out of Maxwell including the Maxwell Public Utility District, the Colusa County Road Department, the EnviroPro Energy Company, and the Sites Project Authority. The community is also served the Maxwell Branch Library of the Colusa County Library, and the Maxwell Parks and Recreation District.

According to the most recent employment data provided by the United States Census Bureau, approximately 220 of those employed at jobs in Maxwell live elsewhere and commute into the community for work. Approximately 298 of residents who live in Maxwell are employed elsewhere and commute to other areas for work. Approximately 18 people both live and work in Maxwell. The average commute time of workers living in Maxwell is approximately 21 minutes. These disparities are likely impacted by the large percentage of workers employed by agricultural operations, and the industrial/construction sector, that typically require commuting outside of the community. The relative lack of jobs for those who live in Maxwell can also be attributed to its small size and location in Colusa County.

3.2: Utilities & Infrastructure

3.2.1: WATER

Water supplied to Maxwell comes from two sources: groundwater and surface water. As with all of Colusa County, domestic water is supplied with groundwater, while most irrigation systems are supplied with surface water. Water supply and distribution is managed by the Maxwell Public Utilities District (M PUD). The municipal water uses in Maxwell are supplied by three groundwater wells that have a total combined capacity of 1,225 gallons per minute (GPM). The District serves over 400 residential connections with a maximum daily pumping capacity for the three groundwater wells is 2,016,000 gallons per day (GPD) compared to an average daily pumping demand of 326,483 GPD, which is more than enough to support existing demand.

3.2.2: SOLID WASTE

Solid waste services in Maxwell is provided by Recology and coordinated in cooperation with Colusa County. The nearest solid waste facility is the Maxwell Transfer Station located just south of Maxwell on Old Highway 99. The facility’s existing capacity, in conjunction with other nearby facilities, is adequate to support the solid waste needs of Maxwell and Colusa County as a whole. Currently, there is no program in Colusa County to handle and dispose of hazardous waste.



3.2.3: WASTEWATER/SEWER

Wastewater and sewage services for Maxwell are provided by the Maxwell Public Utilities District through the MPUD Wastewater Treatment Plant located adjacent to I-5. The MPUDWWTP is rated for an average permitted capacity of 0.2 million gallons per day (MGD). During periods of higher precipitation, the average flow is largely impacted by infiltration and inflow, with average flows reaching over three times the average capacity. The permitted capacity for the WWTP currently will allow for nearly 400 new service connections, allowing for continued service as the community grows.

3.2.4: PARKS

Public Parks in Maxwell are overseen and managed by the Maxwell Parks and Recreation District, a special district formed under the authority of State law. The only public park within Maxwell is the Maxwell Community Park located on Maxwell Union High School District property west of South Pacific Street southeast of the Maxwell High School. The amenities offered at this park include a playground, picnic tables, multi-use sports fields, and the Maxwell Little League field. Maxwell Community Park is also located directly adjacent to the Maxwell Rodeo arena. Given the relatively small size of the community, the park is within 1-mile of the developed area of Maxwell and can be considered within walking distance of most homes.

3.2.5: SCHOOLS

The education of Maxwell residents is provided for by the Maxwell Unified School District (MUSD). MUSD offers K-12 education at two different school sites: Maxwell Elementary & Middle School, and Maxwell High School. Maxwell Elementary & Middle School is located along North Street and has an enrollment of 143 K-5th students, and 83 6th-8th students as of the 2022-2023 school year. Maxwell High School is located along Oak Street and has an enrollment of 114 students as of the 2022-2023 school year.

3.2.6: FIRE

As an unincorporated community in Colusa County, Maxwell is provided fire protection services through the Maxwell Fire Protection District. The Maxwell Fire Protection District is one of six independently governed rural fire protection districts established in the County to provide fire response services to unincorporated areas of the County. In addition, the City of Colusa has its own fire department and the City of Williams' fire department was merged with the Williams fire district in 1994 forming the Williams Fire Protection Authority. These districts operate out of their stations located within their respective communities and are responsible for providing structural and wildfire protection as well as medical emergency services. The majority of calls received within the Maxwell Fire Protection District are for medical emergencies.

Each fire district is provided a rating, known as a Public Protection Classification (PPC), by the Insurance Service Office (ISO), ranging from 1-10. Lower ratings generally represent superior fire protection, while higher ratings represent poorer fire protection. The PPC rating for the Maxwell Fire Protection District ranges from 5-8 depending on geographic proximity to the Maxwell Fire Station, and on building density within the surrounding area.



3.2.7: POLICE

As an unincorporated community in Colusa County, Maxwell is provided police protection and general emergency services by the Colusa County Sheriff's Department through a substation located along Old Highway 99. The County Sheriff's Department also operates the Office of the Coroner and the County Office of Emergency Services. The County Sheriff's Department provides a multitude of services through various units, including:

- The Investigations Unit,
- The Colusa County Volunteer Citizens Service Unit (V.C.S.U.),
- The Search and Rescue Team (SAR),
- The Civil Unit,
- The Communications Center

3.3: Land Use & Zoning

3.3.1: EXISTING GENERAL PLAN LAND USE DESIGNATIONS

Figure 2 shows a breakdown of the existing land use designations for Maxwell as established by the Colusa County General Plan. As shown, Maxwell is a majority-residential community, with commercial uses located along the major circulation routes of I-5 and Maxwell Colusa Road/Oak Street. These uses are placed along major streets and I-5 to maximize the potential of tourists and non-residents stopping to shop at local businesses. The mixed-use land uses on either side of Oak Street comprise what is considered the downtown commercial center of Maxwell.

Uses allowed in the community include a mix of retail, office, low-density residential, industrial sites, cultural and public serving uses (such as a post office, a library, places of worship, a recreational park, and a police sub-station). Characteristics of the community include a vehicle-oriented environment given its proximity to I-5, some mixed-use development, a combination of different housing types, few commercial businesses, sparse light industrial uses, and heavy agricultural uses in the surrounding area.

3.4: Development Capacity

3.4.1: RESIDENTIAL CAPACITY

Relative to the overall size of Maxwell, there is a considerable number of vacant lots currently zoned for additional residential development. There are currently 17 vacant parcels (301.2 acres) zoned for R-1-8 single-family homes, and 26 vacant parcels (61.91 acres) for R-1-6 single-family homes. Based on the residential densities established in the County's General Plan and Zoning Code, this vacant land has a theoretical capacity to yield up to 1,536 new housing units. There are currently 10 vacant parcels (17.64 acres) zoned R-4 for apartments, with a theoretical yield of up to 265 potential housing units. Overall, Maxwell has a capacity to accommodate an estimated 1,800 potential housing units, based on the current zoning and land use maps.

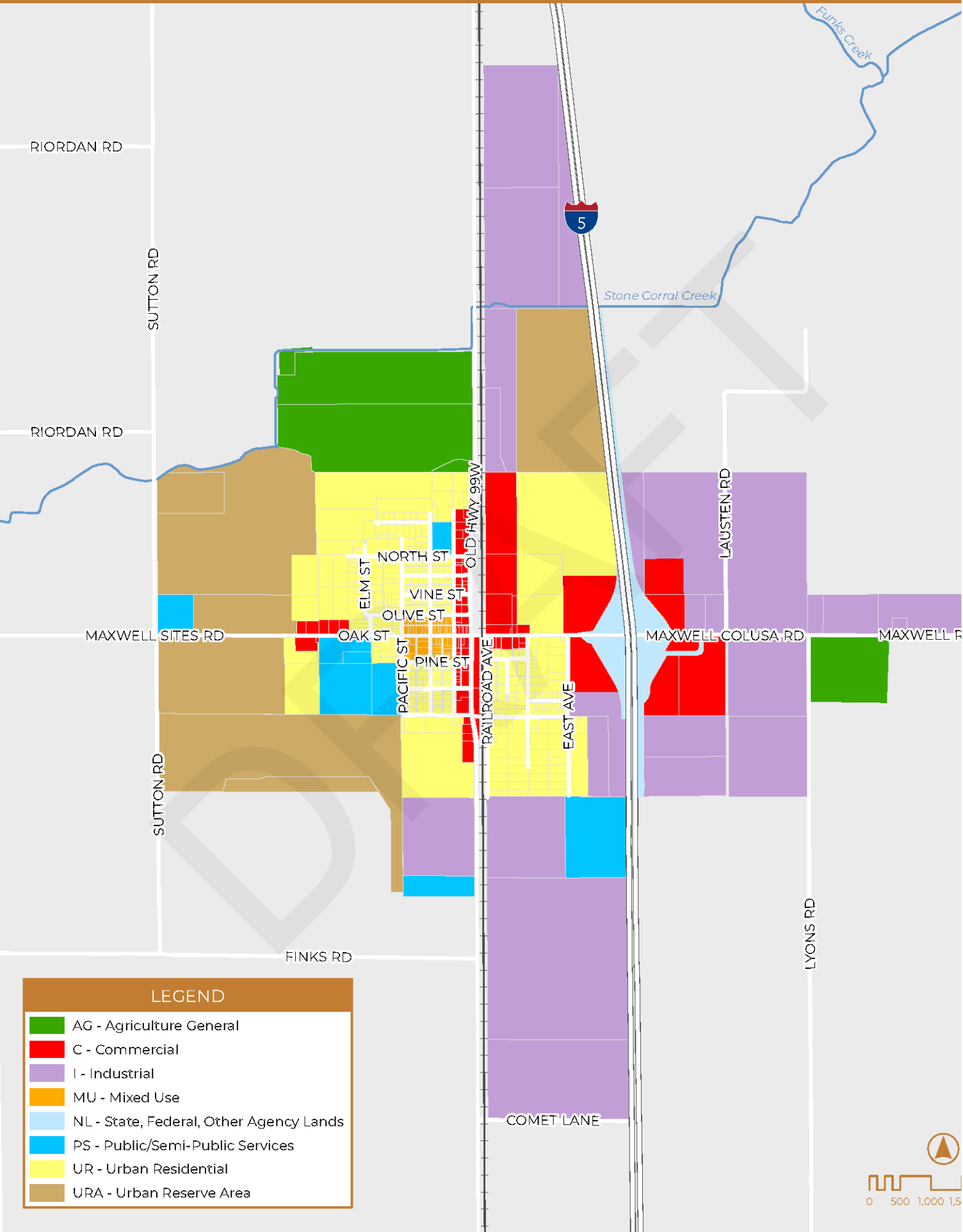
This potential build-out for residential development provides Maxwell with the capacity to support an expansion of the population should it be needed, without having to rezone land or identify new areas for urban-type development. A potential increase in housing demand from the Sites Reservoir Project, especially during the construction phase, could be supported, in part, by building out the existing housing capacity present in Maxwell.

3.4.2: COMMERCIAL AND INDUSTRIAL CAPACITY

There is also a significant capacity to build out Maxwell's commercial sector. For smaller commercial developments, there are currently 5 vacant parcels (25.38 acres) that are zoned C-2 for Community Commercial development. Additionally, there are 15 vacant parcels (158.58 acres) that are zoned C-H for Highway Service Commercial. This capacity for additional commercial businesses in Maxwell can support both smaller, local, businesses with additional C-2 development, and expand tourist-facing businesses with C-H development. Expanded economic opportunities from the Sites Reservoir Project, such as a need for additional retail and commercial businesses to support an expanded workforce during the construction phase, could be supported with existing commercial capacity in Maxwell.

Maxwell's existing capacity for further industrial development is also substantial. There are 8 vacant lots (208.02 acres) zoned as Light Industrial, and 10 vacant lots (528.56 acres) zoned as Heavy Industrial. Given the significant amount of potential build out in Maxwell's industrial sector, there is ample room to support future development in the community.

Figure 2. Land Use Map



3.5: Existing Site Inventory

The following discussion provides an overview of the site inventory conducted during a site visit to Maxwell, aimed at assessing current conditions and identifying key opportunities for development.



Residential

Residential units consists of varying conditions ranging from well-maintained to those in need of repairs.



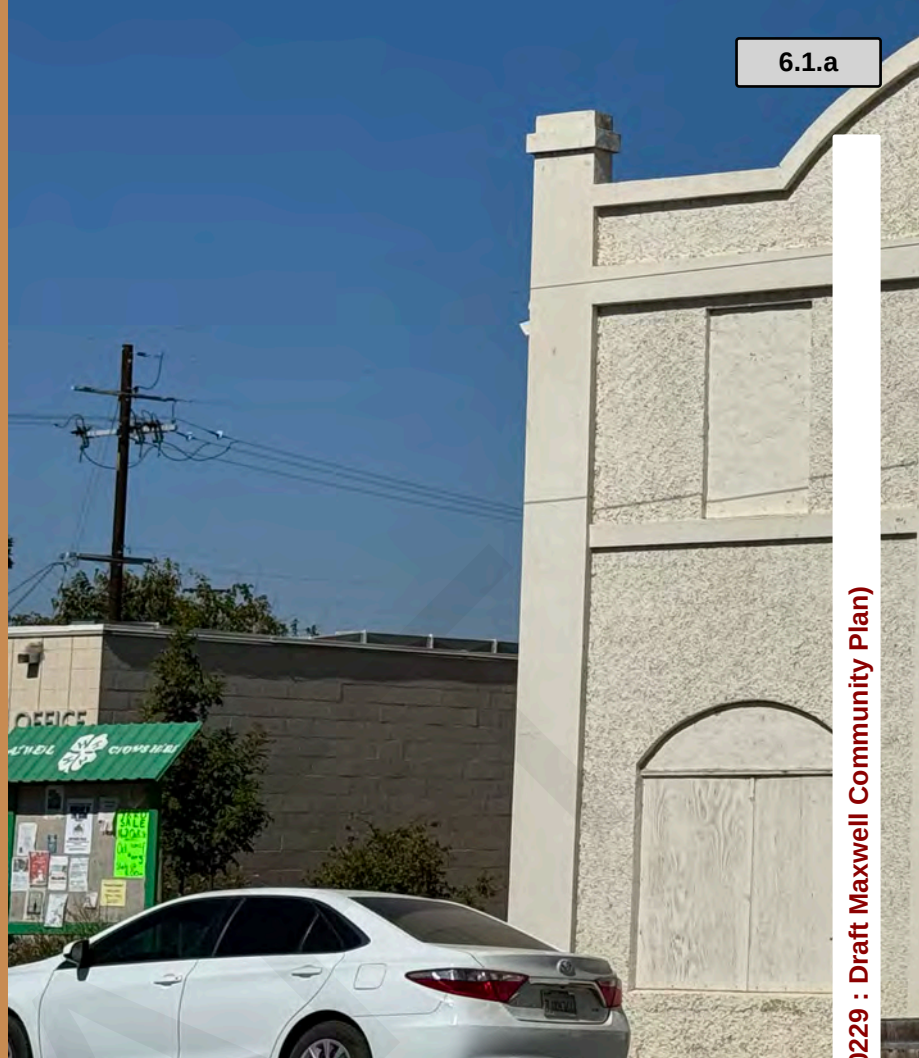
Commercial

Commercial units are well-maintained while vacancy rates vary, with several properties unoccupied.



Office

A noticeable number of office units are vacant, contributing to an overall sense of underutilization in the community.



3.6: Gateway Park

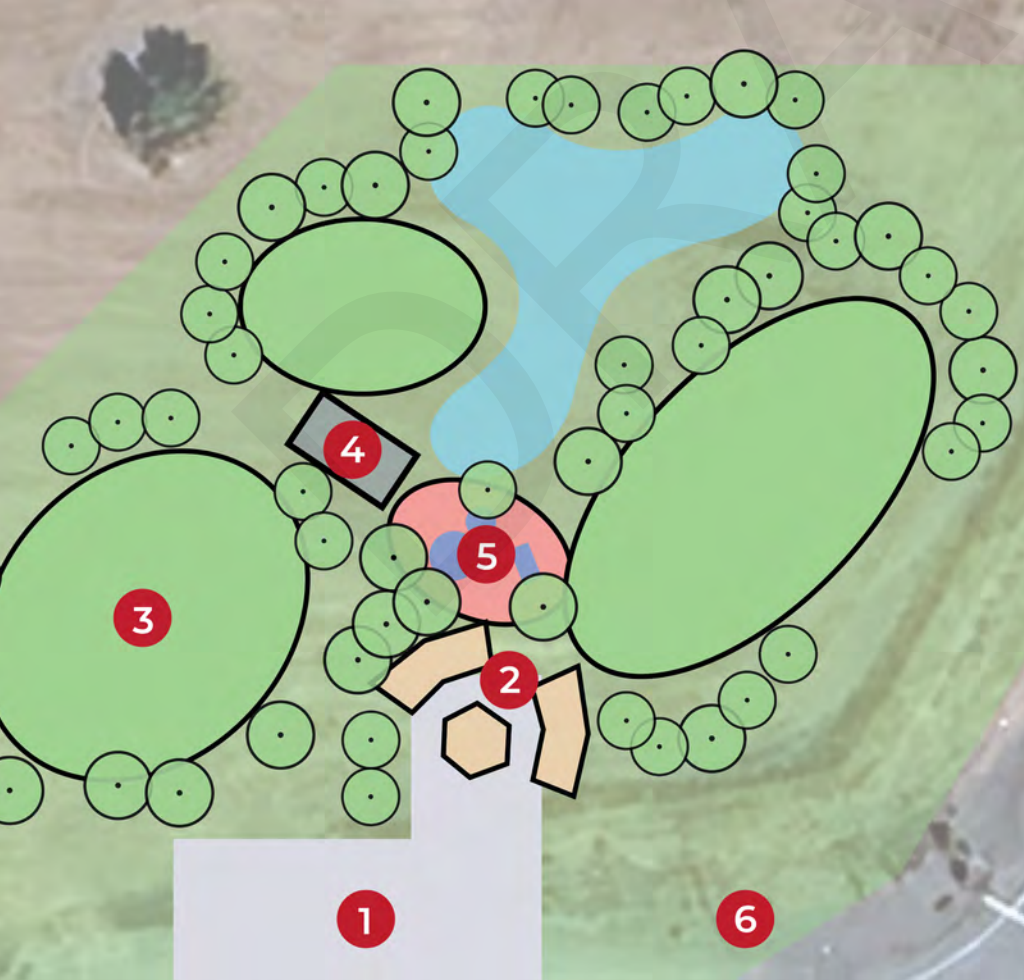
3.6.1: CONCEPTUAL PARK PLAN

During the development of the Maxwell Community Plan, the County conducted multiple community workshops to help identify needs and challenges to be addressed in the Community Plan. During these workshops, several members of the community noted the need for public restrooms and a public community gathering space near the Interstate 5 interchange. The public noted that an increase in local visitors traveling to Sites Reservoir, as well as an influx in temporary Sites Reservoir workers, would generate a demand for basic "rest stop" services open to the public:

The park plan outlined below is conceptual in nature, and an exact location has not been determined at this time. It is assumed that the gateway park would be approximately one-acre in size, and would be located in close proximity to I-5, west of the freeway.

The park should be designed to reflect Maxwell's character, and should serve as an attractive and functional gateway to the community. Key components of the park, as shown on the illustrated figure could include:

1. *Parking Area*
2. *Restrooms*
3. *Pet Relief Area*
4. *Shaded Picnic Tables*
5. *Open Gathering Area*
6. *Gateway Signage*





PROCESS & OUTREACH

4.0: Scope and Preparation

To-date, the community outreach efforts have focused on the Maxwell Community Plan. The outreach program has included a series of in-person workshops and community polling exercises which were conducted to provide opportunities for community members, public agencies, and stakeholders to discuss their concerns and potential opportunities for the Maxwell area in light of the pending Sites Reservoir Project. As a part of the public outreach program, De Novo Planning Group and Colusa County staff held multiple community meetings to gather feedback and input from members of the public. These meetings and workshops included the following:

- *Board of Supervisors (BOS) Kickoff Meeting on 5-21-24*
- *Sites Authority Workshop on 6-20-24*
- *1st Maxwell Community Workshop on 6-20-24*
- *2nd Maxwell Community Workshop on 7-24-24*

The first two meetings, the BOS Kickoff Meeting and the Sites Authority Meeting, were solely informative, meant to introduce the project to the community and interested parties, as well as disperse general information regarding the project's details and future outreach meetings. The 1st Community Workshop was meant to receive comments and feedback from the public regarding the project to identify areas of concern or opportunities for improvements throughout the project area. The 2nd Community Workshop included a vision board activity and a post-it note activity to streamline the feedback process and receive input from the public regarding specific short-term and long-term opportunities and challenges the project may face.

The outreach program for this project is inclusive, educational, and designed to facilitate a meaningful conversation with residents of Colusa County to best understand the issues and challenges facing the area to be addressed by the Sites Reservoir Area Plan and the Maxwell Community Plan.

Community Outreach Efforts

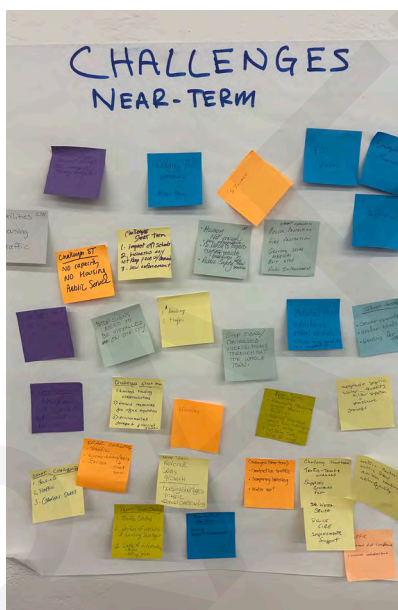
Workshop details and feedback received are described below.

The Outreach Summary report is included as Appendix A.



Board of Supervisors

The Board of Supervisors held a kickoff meeting for the Maxwell Community Plan to introduce the planning efforts for the Maxwell Community Plan and detail the overview of the Sites Reservoir Project.



Sites Authority Workshop

The Sites Authority Meeting served as an introductory session to inform the Maxwell community and interested stakeholders about the Sites Reservoir Project, providing an overview of project details, anticipated benefits, and upcoming outreach opportunities to encourage community engagement and feedback.



Maxwell Community Workshops

De Novo Planning Group hosted two informational community workshops, along with Colusa County. These meetings were intended to gather feedback and comments from residents of Colusa County, local agencies, and other stakeholders regarding the Maxwell Community Plan and the Sites Reservoir Area Plan.

Scan the Barcode or visit the County of Colusa Website for more information.
www.countyofcolusaca.gov



Community Discussion

While there was no formal activity undertaken at the meeting, there was an opportunity for the community to provide their input. The responses from this informational meeting were collected and sorted according to the broad project category to which they apply.

The community feedback can be broadly categorized into multiple issues and topics: traffic concerns, public utilities, economic development, funding, emergency services, and general community concerns. Throughout the discussion, many respondents expressed concerns about how increased traffic and changes to roadways may affect broader public safety. Participants expressed a desire for re-routing roadways towards commercial centers to improve economic development.

Another prominent concern raised was the potential to improve local utilities (water, sewage, drainage, etc.) to better meet both existing service demands, as well as potential increased service demands. Broader community concerns were raised about pedestrian safety during the construction process, especially regarding children near schools. Additionally, members of the community expressed concerns about temporary housing during the construction process and permanent housing to improve housing stock throughout the area.

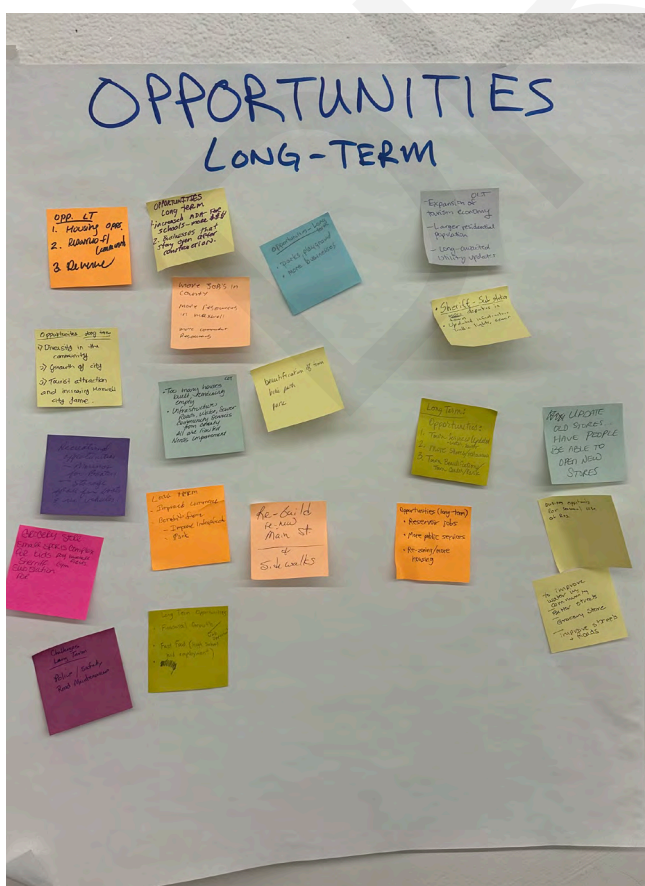


Post It Notes

The public was encouraged to provide feedback and comments on the project through a post-it note activity. The display boards for this activity were divided into four categories: Challenges (Near-Term), Challenges (Long-Term), Opportunities (Near-Term), and Opportunities (Long-Term). This allowed members of the public to provide specific feedback on the project's near- and long-term opportunities and challenges that can be considered by both De Novo Planning Group and Colusa County.

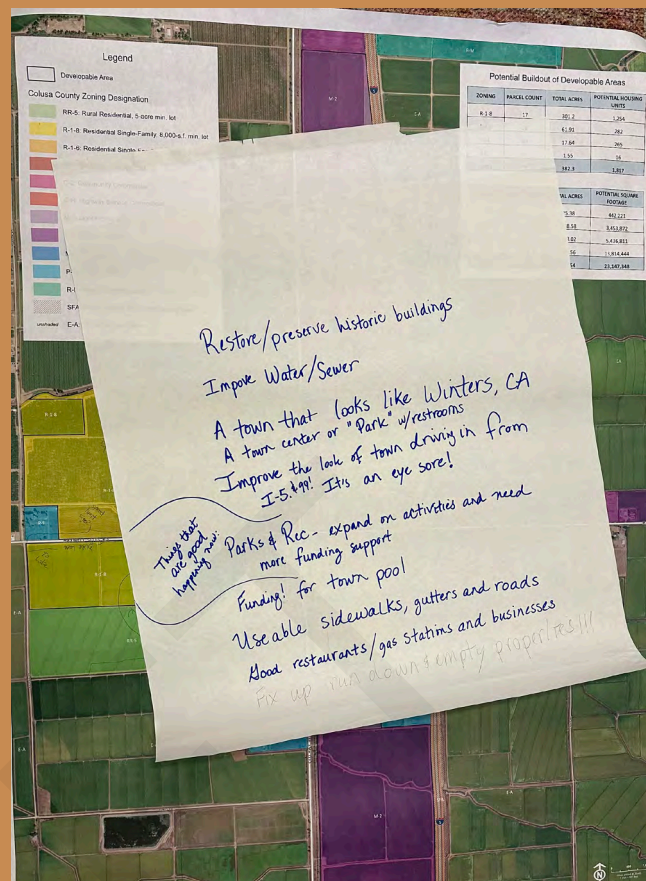
The responses from participants show numerous trends in what members of the public view as opportunities and challenges that will come from this project. Many members of the public responded that temporary housing for construction workers will be necessary, and potentially will cause additional strain on an already limited housing stock in the area. Water quality and sewer capacity were also common issues raised with many respondents stating that expansions and updates of water infrastructure will need to occur. Other members of the public stated that traffic issues may arise as construction of the Sites project occurs. Often in conjunction with traffic concerns, were concerns about safety for residents, specifically near schools.

Regarding opportunities, trends about economic development, increased housing stock, employment opportunities, and community beautification were common among re-spondents. Many members of the public stated a desire for increased economic diversity that could expand the number and type of businesses in the area. Others stated that the project would bring opportunities for employment during the construction cycle, as well as after. The necessity of temporary housing stock brought comments about the desire to increase the overall housing stock in the area, as many felt that there is a lack of housing already. Some respondents saw these projects as an opportunity to improve parts of the community, namely the utility infrastructure for water and sewer lines, as well as expanding open space and public parks throughout the area. The broad desire for community beautification was expressed and long-term opportunities for these projects.



Visioning Boards

The public was encouraged to provide feedback and comments on the project through a visioning board activity that displayed a map of the site, with space to attach post-it notecards with comments. Five vision boards received comments, with board four having two sets of comments (4A and 4B). This activity allowed members of the public to provide broad feedback on the project that can be considered by both De Novo Planning Group and Colusa County. The responses from this informational meeting were collected and are stated in the Outreach Summary Report which can be found on the project website.





KEY ISSUES

5.0: Summary

The Key Issues section of the Maxwell Community Plan addresses critical challenges and opportunities facing Maxwell, as articulated and expressed by the community, local agencies, and other stakeholders. This section provides a comprehensive overview of pressing issues such as balancing growth with agricultural land preservation, managing water resources, enhancing transportation networks, and ensuring equitable access to services and amenities. By identifying these areas of focus, the Key Issues section sets the foundation for targeted strategies that guide Maxwell toward a sustainable future.

5.0.1: DIRECTION FOR MAXWELL

The Colusa County 2030 General Plan provides direction and guidance for the future development of Maxwell. The network of policies and actions relating to Maxwell focus on capitalization on economic development opportunities, emphasis on design and aesthetics,

support for the downtown area, beautification/restoration of historic properties, increased housing opportunities, requiring connections to municipal utility services for new developments, and establishing new funding mechanisms for said goals.

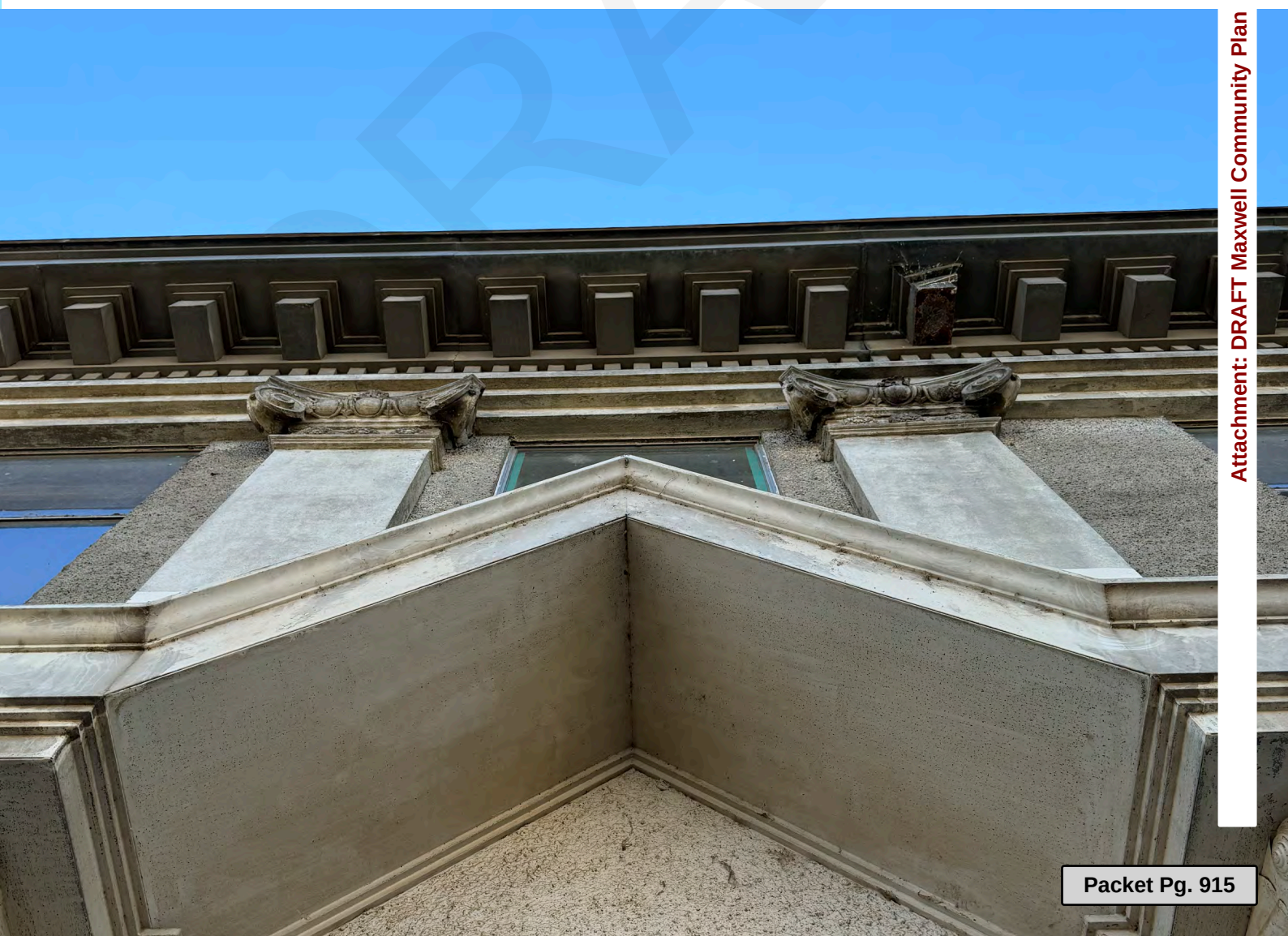
The General Plan's Community Character Element provides a set of policies that guide future development to support the above-stated goals while ensuring the distinct character of Maxwell is preserved and invigorated. Capitalizing on Maxwell's role as a gateway to existing and future recreational opportunities can be expanded to provide passive recreational opportunities that serve both residents and visitors near the Interstate 5 connection to the east of Maxwell. The General Plan supports rehabilitation and improvements for existing buildings, specifically those with historic character, through updating design guidelines and updates to signage to enhance the aesthetics and unique design opportunities in the downtown area.

Goals for economic development throughout Maxwell are multi-faceted; emphasizing the expansion of industrial, highway commercial, and agricultural uses along the I-5 corridor and revitalization of the downtown area through the use of underdeveloped and vacant lots. Pursuing these goals can support economic diversification and long-term growth and stability of Maxwell while also solidifying the downtown area as the commercial and social core of the town. Improved pedestrian and active transportation connections between the downtown and residential neighborhoods can be supported through infrastructure improvements to sidewalks, pedestrian pathways, and the development of bicycle lanes.

The General Plan also provides a framework for pursuing funding opportunities for community beautification and economic development. Applications for Community Development Block Grant/Technical Assistance and Economic Development Allocation funds, as well as partnerships with local businesses and interested parties can provide needed funds to support existing/new opportunities. Further exploration into Main Street Programs and the establishment of business districts also provides additional funding for broader goals set forth in the General Plan.

Appendix B details the Colusa County General Plan policies.

If the Sites Reservoir project is approved, develop a Maxwell Community Plan to capitalize on economic development opportunities, including lodging, shopping, dining, and other tourism uses, created by increased visitors and County residents using Sites Reservoir. The Maxwell Community Plan shall emphasize aesthetic and design standards that recognize the historic character of Maxwell and importance of the area as the gateway to recreation opportunities in the western County.





PLAN & IMPLEMENTATION

6.0: Summary

The Implementation section of the Maxwell Community Plan outlines how the vision for the Plan Area will be realized through a set of strategies that support the broader vision statement. This vision statement offers an aspirational description of the desired look, feel, and functionality of the community, while the strategies within this chapter provide a framework for county actions in order to fulfill the desired vision.

The chapter is organized into the following sections:

6.0 Economic Strategies

6.0.1: ECONOMIC STRATEGIES

Maxwell faces typical challenges encountered by rural economies, such as a limited job market, reliance on seasonal agricultural work, and vulnerability to economic cycles. Construction and subsequent operation of the Sites Reservoir offers an opportunity to bolster the local economy by catering to the influx of short-term construction workers and attracting industries related to recreation and tourism, agribusiness, and renewable energy over the longer term.

The strategic actions presented on the following pages provide a focused plan that can help the County and the Maxwell community realize benefits across several categories of need, and can help shape a positive future for the community. The following actions will help the community realize its goals and objectives for the future, and provide a roadmap for the County and community.

These strategic actions address the topics of housing, infrastructure, community facilities, community safety, economic development, and Downtown Maxwell.

◆ Housing

- The County should consider amending the Zoning Code to provide for the ability of local landowners to establish temporary workforce housing utilizing recreational vehicles. The Zoning Code amendment should consider such factors as the permit process, appropriate locations and zoning districts, development standards, temporary utility provisions, the need for transit occupancy tax, and post construction restoration requirements.
- The County should consider amending the Zoning Code to allow residential properties that were re-zoned to commercial uses in the County's comprehensive 2014 Zoning Code update to construct accessory dwelling units (ADUs) under similar requirements as residential zoned properties.
- The County should consider amending its Zoning Code to allow rental housing units to be established on commercial zoned property in the downtown Maxwell area, and potentially the downtown areas of the other unincorporated communities throughout the County of Colusa.
- The County should consider amending its Light Industrial Zoning District to permit the establishment of Mobile Home and Special Occupancy Parks.
- The County should explore how to further streamline its ADU permit process which could include the development of a set of pre-approved building permit plans for ADU's.
- The County should seek to stabilize and improve housing conditions in existing residences and neighborhoods in Maxwell by seeking state and/or federal funding through CDBG, HOME, BEGIN, and/ or Cal HOME for housing rehabilitation and/or home ownership activities on a regular basis.

◆ Infrastructure

- The County should support ongoing efforts by the Maxwell PUD to help ensure sufficient municipal services and infrastructure to meet short- and long-term needs of the community. This may include, but is not limited to, proactively pursuing funding opportunities, including State and federal grants, fees, taxes and assessments, and other funding sources to:
 - Replace antiquated concrete wastewater conveyance piping with modern PVC pipes.
 - Expand water treatment capacity and/or secure new land to drill a new water well to replace Well #6.
 - Extend water and sewer conveyance lines east of I-5.

- The County should require new urban development (commercial, residential, and industrial) to connect to municipal water and wastewater services provided by the Maxwell PUD, consistent with the requirements established in the General Plan. Exceptions may be granted for temporary or short-term workforce housing, provided that it can be demonstrated that adequate water and wastewater services can be provided.

◆ Community Facilities

- The County should support the Maxwell Park and Recreation District in constructing a gateway entry park west of I-5 along Maxwell Colusa Road or Old Highway 99. The gateway park should have distinct and well-designed signage, signaling to visitors that they have entered the community of Maxwell, and should include public restrooms and a pet relief area. The gateway park should also include features such as lawn areas, shade, and picnic tables.
- The County should support the Maxwell Park and Recreation District as it seeks opportunities to expand parks and recreational facilities in the community through the acquisition of additional lands and the improvement and expansion of existing facilities.
- Support the Maxwell Unified School District in campus beautification efforts and maintenance of joint-use recreational facilities.

◆ Community Safety

- The County should prepare for an increased number of Sheriff's response calls during both the construction and operational phases of the Sites Reservoir project, and provide increased staffing levels and patrol frequency, as needed, to ensure community safety.
- The County should support the Maxwell Fire Protection District in their mission to provide excellent fire and EMS services to the community. Identify additional demand caused by increases in temporary worker populations and increased tourism and visitors following completion of Sites Reservoir.
- In collaboration with the Maxwell Unified School District, seek to establish and implement a Safe Routes to School Program. The Program should identify key intersections and roadways in the vicinity of local schools that may require safety upgrades such as stop signs, crosswalks, sidewalks, etc.

- *Coordinate with the Sites Authority and the Sheriff's Department to ensure that the truck and construction roadway segments identified in the Sites Reservoir Environmental Impact Report (EIR) are used throughout the duration of construction activities at Sites Reservoir, and truck and worker vehicles are not utilizing non-approved local roadways in Maxwell.*
- *Monitor pavement conditions throughout the community and correct existing deficiencies. A reassessment should be completed following construction of Sites Reservoir.*
- *Encourage the Sites Authority to include provisions for local roadway improvements and post-construction roadway repair in contractor bids and in ongoing agreements with the County.*

◆ Economic Development

- *The County should focus business attraction on a two-pronged strategy – short-term/temporary solutions for the short-term influx of workers through Maxwell, and long-term solutions for future tourism expansion.*
- *The County should consider amending the Zoning Code to include provisions that allow food trucks, other mobile/temporary businesses, and workforce park-n-ride lots to be located on commercially and industrially zoned parcels in Maxwell during the multi-year construction phase of the Sites Reservoir Project.*
- *The County should consider collaborating with local land owners to identify potential hotel development sites near I-5 and work closely with a hotel site selector to determine the feasibility of establishing a new hotel in Maxwell.*
- *The County should encourage local landowners to rehabilitate existing vacant commercial spaces for permanent business locations, and encourage the establishment of tourist-serving business such as boating/fishing, supplies, food service, etc. Consider incentives such as tax breaks or grant funds to attract developers, and leverage existing business assistance initiatives (including CDBG participation and small business programs).*
- *The County should strongly encourage the Sites Authority to include local hiring requirements in all contractor bids, and proactively work with the North Central Counties Consortium to establish and implement local labor training programs to upskill the existing local labor force to meet the needs of Reservoir construction activities.*

- *The County should use the visitor-serving potential of the Sites Reservoir to develop a broader tourism marketing program for Colusa County. Engage with regional tourism marketing partnerships to promote Sites Reservoir as a destination for the Sacramento Valley.*
- *The County should encourage and facilitate the expansion of energy-based jobs and economic development opportunities in Maxwell on industrial sites physically separated from sensitive receptors. The County should update the Zoning Code to allow uses such as hydrogen production, biomass cogeneration, underground hydrogen storage, etc. by right in appropriate industrial zones, and develop standards for setbacks, operational safety and storage requirements, and site security.*
- *The County should identify a County grants coordinator, and partner with the Sites Authority, to proactively pursue state and federal funds to implement improvements identified in this plan.*

◆ Downtown Maxwell

- *The County should prepare and adopt Design Guidelines for Downtown Maxwell. The Guidelines should include provisions for residential and commercial design standards, streetscape and public space beautification, and preserve and protect the historic character of Downtown Maxwell.*
- *The County should take proactive steps to improve the physical appearance and economic vitality of Downtown Maxwell. Strategies for consideration may include:*
 - *Formation of a Community Facilities District (CFD), which is a special tax district that could fund public improvements and on-going services within the Downtown. Parks, streets, sewer improvements, and public safety services are some of the public improvements and services that may be financed by a CFD.*
 - *Facilitate building façade and exterior improvements assistance program for Downtown Maxwell.*
 - *Invest in landscaping and street improvements to boost general awareness, enhance walkability and vitality, and attract visitors.*





COLUSA COUNTY

— CALIFORNIA —

Colusa County
Community Development
1213 Market Street, Colusa CA
Phone: 530.458.0480



Appendix A: Outreach Summary Report

Site's Reservoir Area Plan & Maxwell Community Plan

INTRODUCTION

This report summarizes the public participation and input received during the initial community outreach meetings and workshops for the Sites Reservoir Area Plan and the Maxwell Community Plan for Colusa County.

The Maxwell Community Plan is being prepared to address the provisions of the Colusa County General Plan Community Character Element, including **Action Item CC 2-G**, which calls for the development of a Maxwell Community Plan to capitalize on economic development opportunities, including lodging, shopping, dining, and other tourism uses, created by increased visitors and County residents using the Sites Reservoir¹. The Colusa County General Plan further directs that the Maxwell Community Plan shall emphasize aesthetic and design standards that recognize the historic character of Maxwell and importance of the area as the gateway to recreation opportunities in the western County.

The Site's Reservoir Area Plan is being prepared to address the provisions of the County's General Plan Land Use **Goal LU-4** and related Land Use Policies that call for the development of clear land use objectives and standards to address the unique needs and conditions associated with the Sites Reservoir².

To-date, the community outreach efforts have focused on the Maxwell Community Plan. The outreach program has included a series of in-person workshops and community polling exercises which were conducted to provide opportunities for community members to discuss their concerns and potential opportunities for the Maxwell area in light of the pending Sites Reservoir Project. As a part of the public outreach program, De Novo Planning Group and Colusa County staff held multiple community meetings to gather feedback and input from members of the public. These meetings and workshops included the following.

- Board of Supervisors (BOS) Kickoff Meeting: 5-21-24
- Sites Authority Workshop: 6-20-24
- 1st Maxwell Community Workshop: 6-20-24
- 2nd Maxwell Community Workshop: 7-24-24

The first two meetings, the BOS Kickoff Meeting and the Sites Authority Meeting, were solely informative, meant to introduce the project to the community and interested parties, as well as disperse general information regarding the project's details and future outreach meetings. The 1st Community Workshop was meant to receive comments and feedback from the public regarding the project to identify areas of concern or opportunities for improvements throughout the project area. The 2nd Community Workshop included a vision board activity and a post-it note activity to streamline the feedback process and receive input from the public regarding specific short-term and long-term opportunities and challenges the project may face.

The outreach program for this project is inclusive, educational, and designed to facilitate a meaningful conversation with residents of Colusa County to best understand the issues and challenges facing the

¹ Colusa County, 2012. Colusa County General Plan – Community Character Element. Page 4-8.

² Colusa County, 2012. Colusa County General Plan – Land Use Element. Page 8-30.

Site's Reservoir Area Plan & Maxwell Community Plan

area to be addressed by the Sites Reservoir Area Plan and the Maxwell Community Plan. Workshop details and feedback received are described below.

MAXWELL COMMUNITY WORKSHOP #1



Activity: Community Discussion

De Novo Planning Group hosted an informational community workshop, along with Colusa County staff, on June 20th, 2024 at the American Legion Building located at 250 Oak Street in Maxwell, CA. This meeting was intended to be an informational session for members of the public to learn about the upcoming development of the Maxwell Community Plan and the Sites Reservoir Area Plan. Approximately 100 members of the public attended this meeting. The public was encouraged to provide feedback and comments on the project. While there was no formal activity undertaken at the meeting, there was an opportunity for the community to provide their input. The responses from this informational meeting were collected and sorted according to the broad project category to which they apply.

The community feedback can be broadly categorized into multiple issues and topics: traffic concerns, public utilities, economic development, funding, emergency services, and general community concerns. Throughout the discussion, many respondents expressed concerns about how increased traffic and changes to roadways may affect broader public safety. Participants expressed a desire for re-routing roadways towards commercial centers to improve economic development.

Another prominent concern raised was the potential to improve local utilities (water, sewage, drainage, etc.) to better meet both existing service demands, as well as potential increased service demands. Broader community concerns were raised about pedestrian safety during the construction process, especially regarding children near schools. Additionally, members of the community expressed concerns about temporary housing during the construction process and permanent housing to improve housing stock throughout the area.

Site's Reservoir Area Plan & Maxwell Community Plan

<i>Community Feedback</i>	
Traffic Concerns	Public Utilities
• Ensure valid access points and routes to the site, access via RD 168 isn't ideal • Weather conditions (Fog, low visibility, etc.) raises additional safety concerns • Construction may necessitate additional roadway planning by Colusa County • Local businesses may prefer that traffic is routed through the town (economic benefits) ○ Potentially routing traffic to a larger regional area through multiple areas (i.e. Williams) for broader economic development benefits • Additional stop signs and traffic calming elements near the high school • Increased traffic may necessitate a rest stop that is both available to the public and well-maintained ○ Dog park, restroom, park space, etc. • Concerns over roadway breakdowns caused by construction vehicles ○ Will there be reconstruction after initial development is completed?	• Improve local utilities (water, sewage, drainage infrastructure, etc.) ○ Can these improvement opportunities be leveraged to correct existing deficiencies in service capacity?
Economic Development	Funding
• Potentially including more commercial businesses to support economic development and expansion: grocery store, restaurants, bars, etc.	• Grant opportunities for basic utility infrastructure improvements? • Funding assistance for homeowners for ADU's to accommodate short-term construction rentals ○ Find standardized ADU plans that are: pre-approved, have reduced fees, lower permit costs, expedite ADU construction process • Explore funding opportunities for Colusa County from the Sites Authority ○ Are these funding opportunities applicable to roadway and utility upgrades
Emergency Services	Community Concerns
• Fire protection services and emergency services operations and plans will need to be assessed and analyzed to understand potential need for capacity expansion to meet increased demand	• Identify and analyze potential impacts on schools and identify ways for the Sites Reservoir project to fund improvements • Identify opportunities to expand local sidewalks and pedestrian pathways • How will Maxwell's potential population increase be estimated post-construction of the reservoir? • Feasibility of setting up temporary RV parks, mobile home parks, or other temporary housing • Some community members expressed the desire for zero change and do not have a desire for the opportunities presented • Expressed desires for the existing housing shortages to be addressed

COMMUNITY WORKSHOP #2

**Activity #1: Visioning Board**

De Novo Planning Group hosted an informational community workshop, along with Colusa County, on July 24th, 2024 in Maxwell, CA. This meeting was intended to gather feedback and comments from residents of Colusa County regarding the Maxwell Community Plan and the Sites Reservoir Area Plan. Approximately 50 members of the public attended this meeting. The public was encouraged to provide feedback and comments on the project through a visioning board activity that displayed a map of the site, with space to attach post-it notecards with comments. Five vision boards received comments, with board four having two sets of comments (4A and 4B). This activity allowed members of the public to provide broad feedback on the project that can be considered by both De Novo Planning Group and Colusa County. The responses from this informational meeting were collected and are stated below, verbatim.

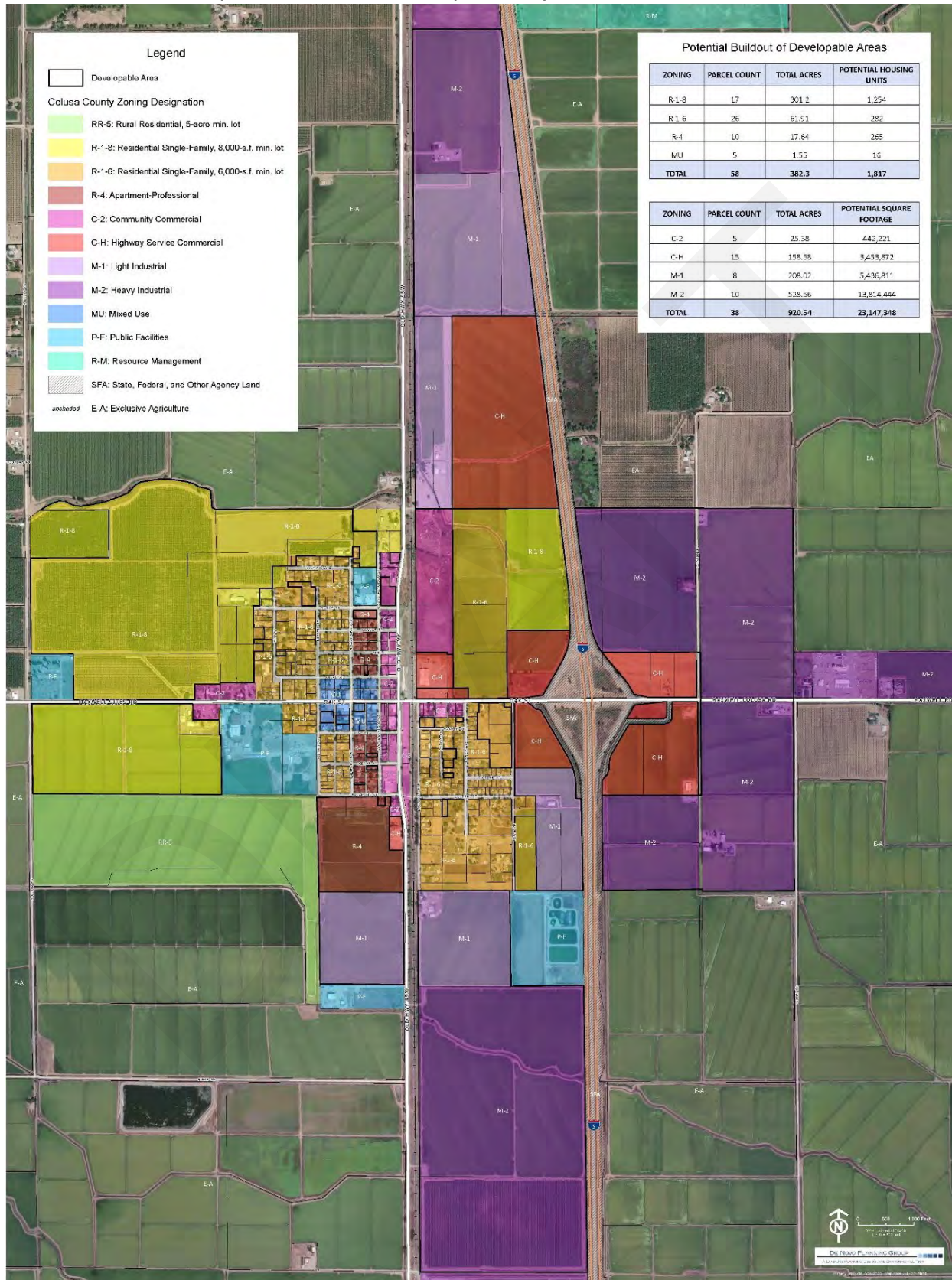
Community Feedback	
Map 1	Map 2
• Add stop signs on Oak St. at high school/ at Elm St. • Put grocery store where old blue grocery store was?	• Restore/preserve historic buildings • Improve water/sewer • A town that looks like Winters, CA • A town center or “park” with restrooms • Improve the look of town driving in from I-5 & 99! It’s an eyesore! • Things that are good happening now: Parks & Rec – expand on activities and need more funding support • Funding! For town pool • Useable sidewalks, gutters and roads • Good restaurants/ gas stations and businesses • Fix up run down & empty properties!!!

Site's Reservoir Area Plan & Maxwell Community Plan

Map 3	Map 4.A
• Student employment • Property hoarding • Grocery options • Old buildings restore = curb appeal • Sports conditions upgrade • Parks	• Keep small town vibe with moderate growth with housing and services • Vacant lots occupied • Upgrade utilities & infrastructure ○ Roads + sidewalks • Farming stays protected • Need grocery services ○ Restaurants ○ Laundromat ○ Barber shop ○ Auto parts ○ Hair stylists • Need permanent chain-brand businesses to stay + invest ○ Grocery outlet ○ Fast food ○ Auto parts chains
Map 4.B	Map 5
• Vision – ○ Moderate planned growth ○ Grocery store ○ AG related businesses (i.e. tires, tractor repairs) ○ Increased job opportunities ○ School support for potential increase in students ○ Housing potential ○ Develop city park to improve aesthetics + restroom facilities	• Traffic speeds – enforced – cameras? • Sidewalks redone • Refreshing buildings in downtown (historical story) • Sewer/water infrastructure • Full time police department + ambulance – more department resources • Crossings for children • Community center with AC • Internet access • Grocery store • Beautification + lighting (street)

Site's Reservoir Area Plan & Maxwell Community Plan

Sites Reservoir Area Map and Maxwell Community Plan Project Site



Handwritten notes on the map:

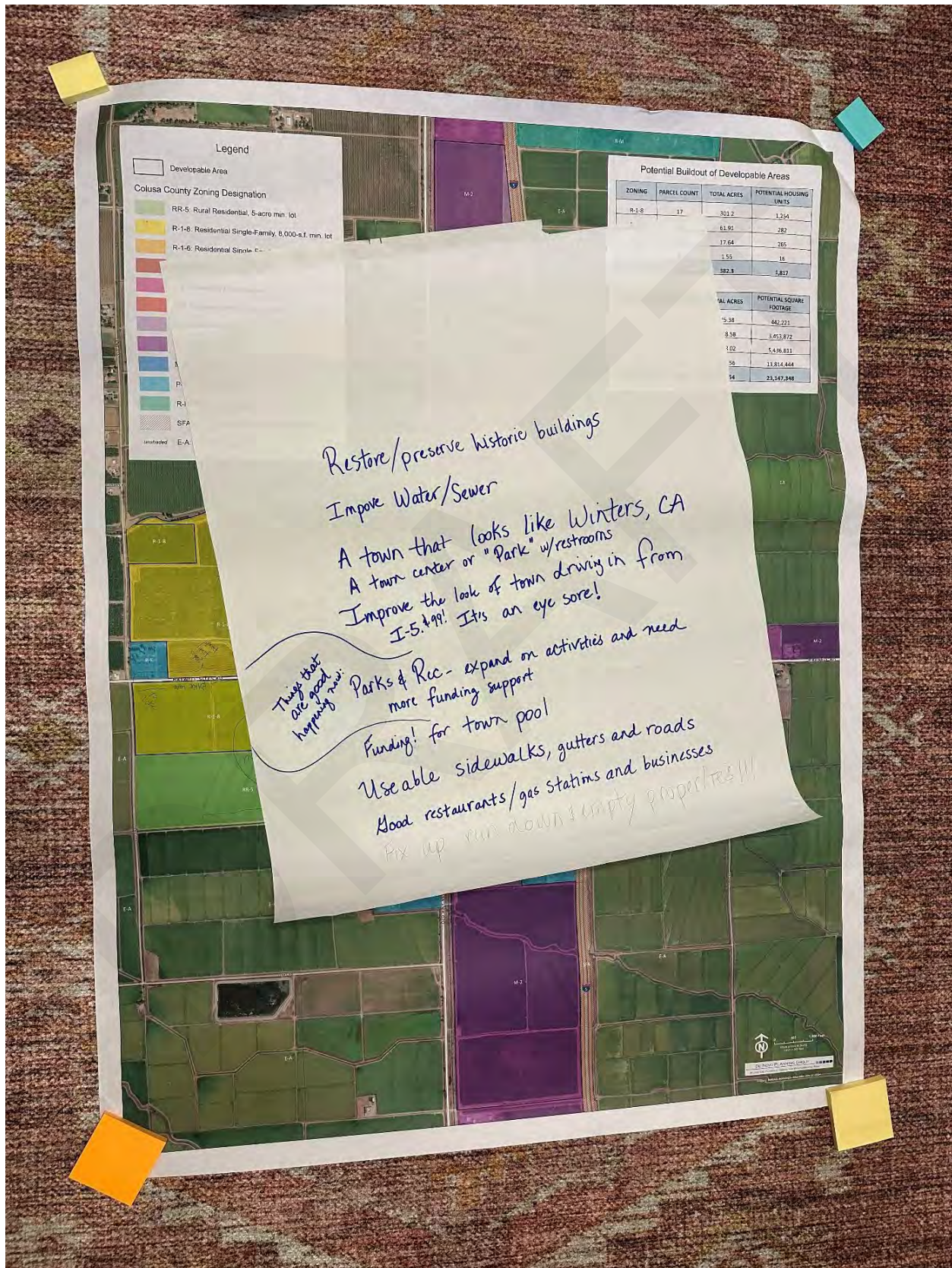
- ADD STOP STOPS ON ONE ST. -> 2nd Street / to 2nd St.
- > No Greenway side street, via one existing street, cross

38	920.54	29,197,348
10	528.56	13,816,444
8	208.02	5,496,811
15	158.58	3,453,872
		442,221

Attachment: DRAFT Maxwell Community Plan (10229 : Draft Maxwell Community Plan)

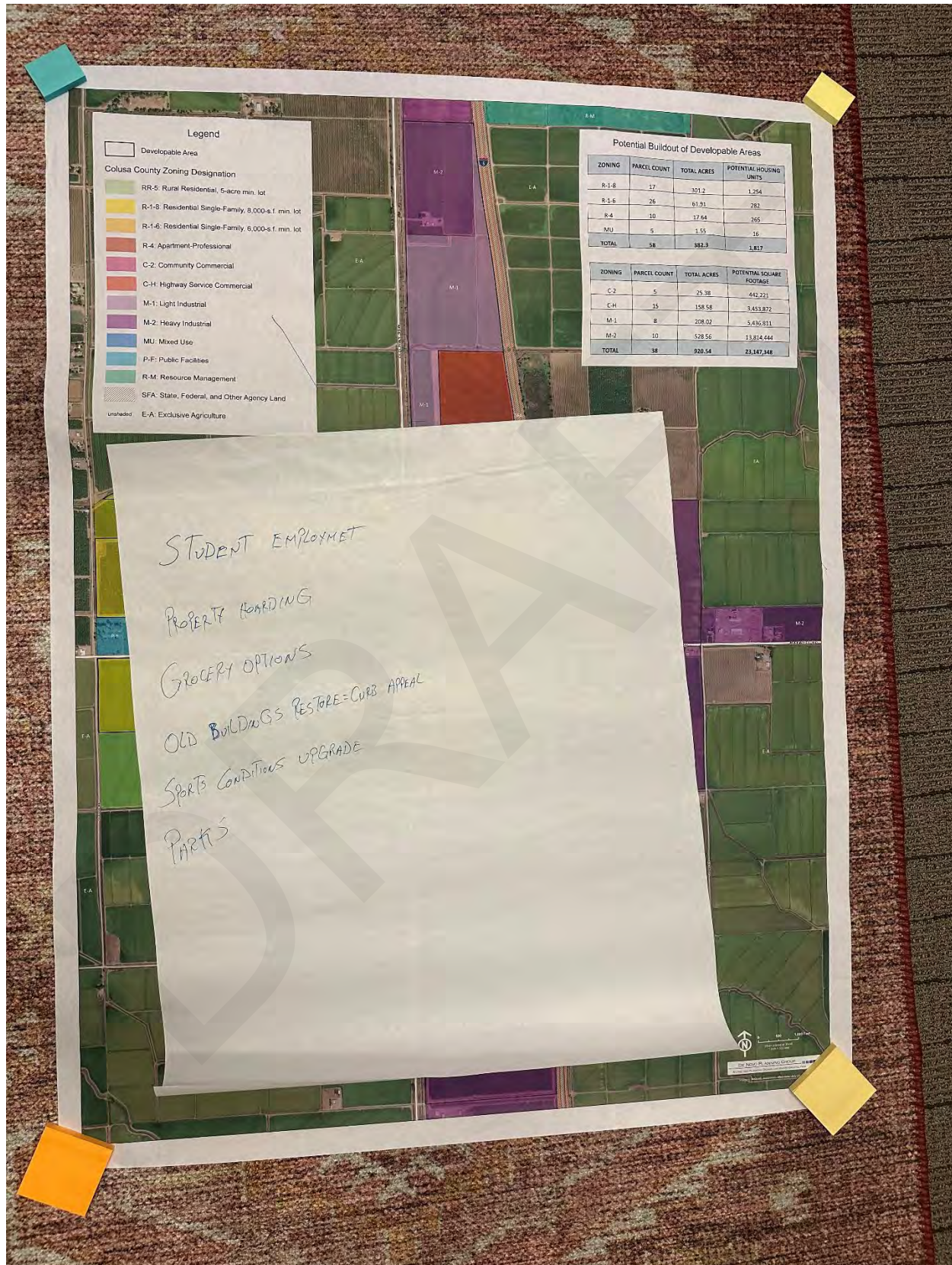
Site's Reservoir Area Plan & Maxwell Community Plan

Vision Board #2



Site's Reservoir Area Plan & Maxwell Community Plan

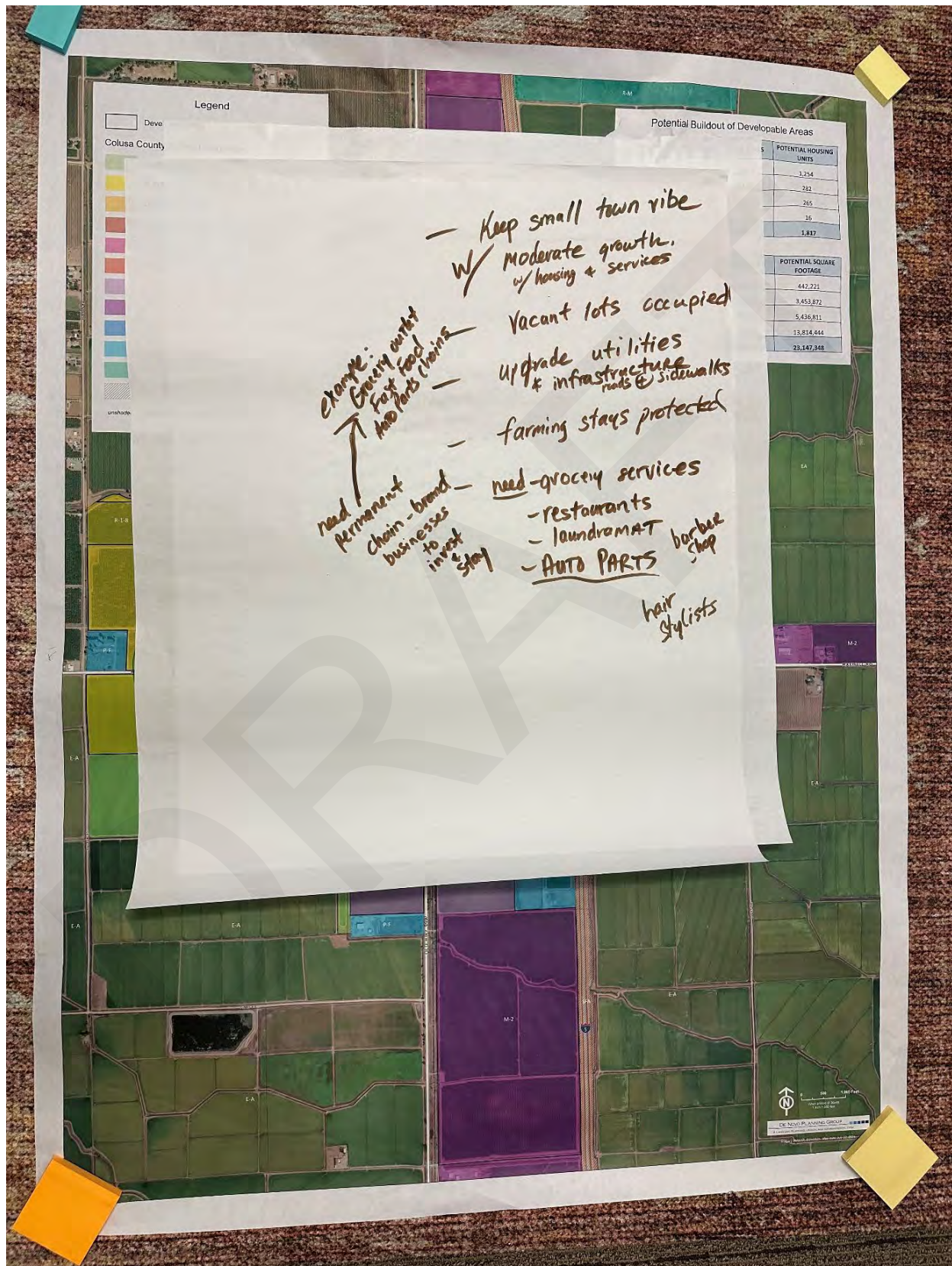
Vision Board #3



Attachment: DRAFT Maxwell Community Plan (10229 : Draft Maxwell Community Plan)

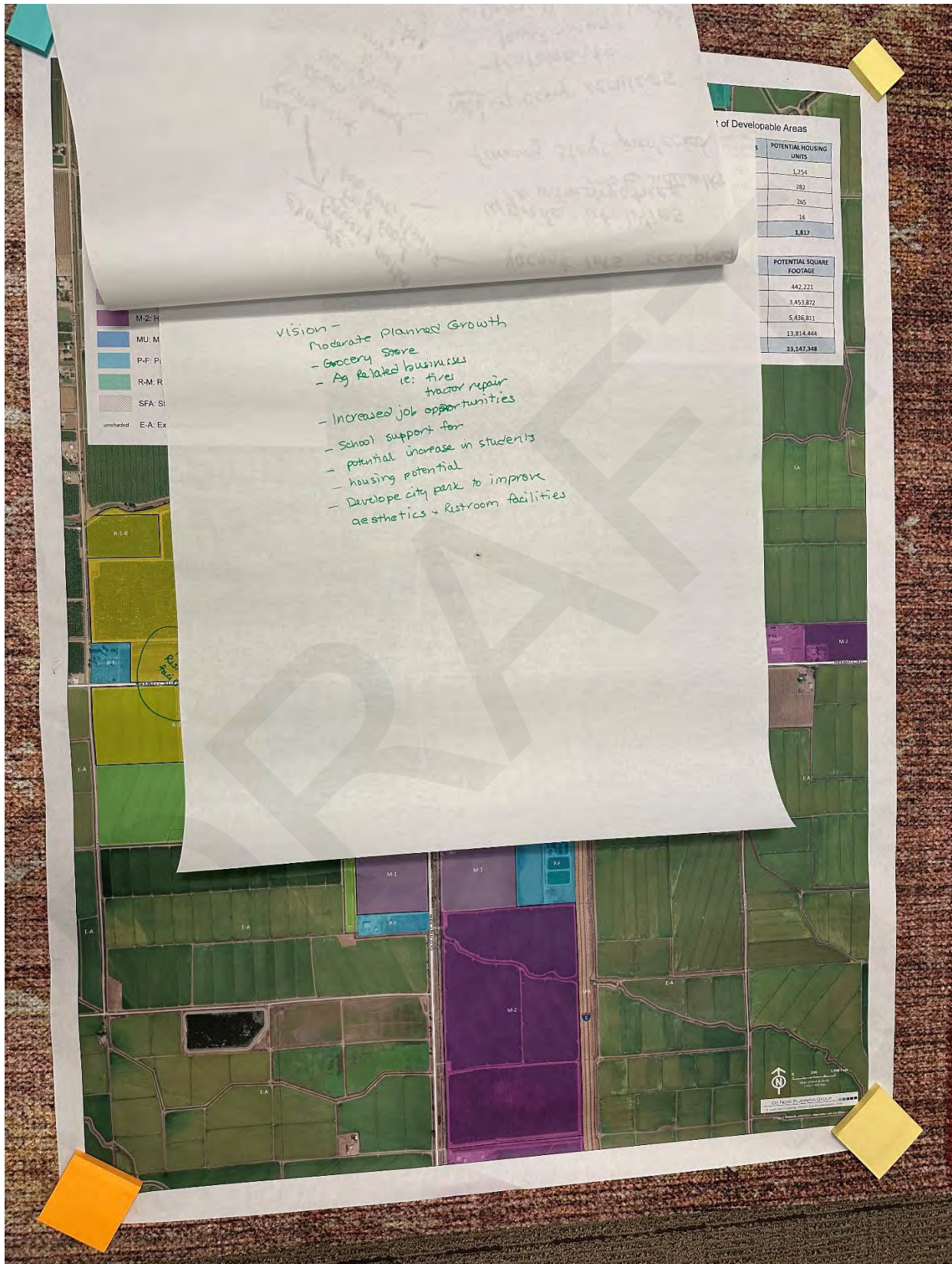
Site's Reservoir Area Plan & Maxwell Community Plan

Vision Board #4A



Site's Reservoir Area Plan & Maxwell Community Plan

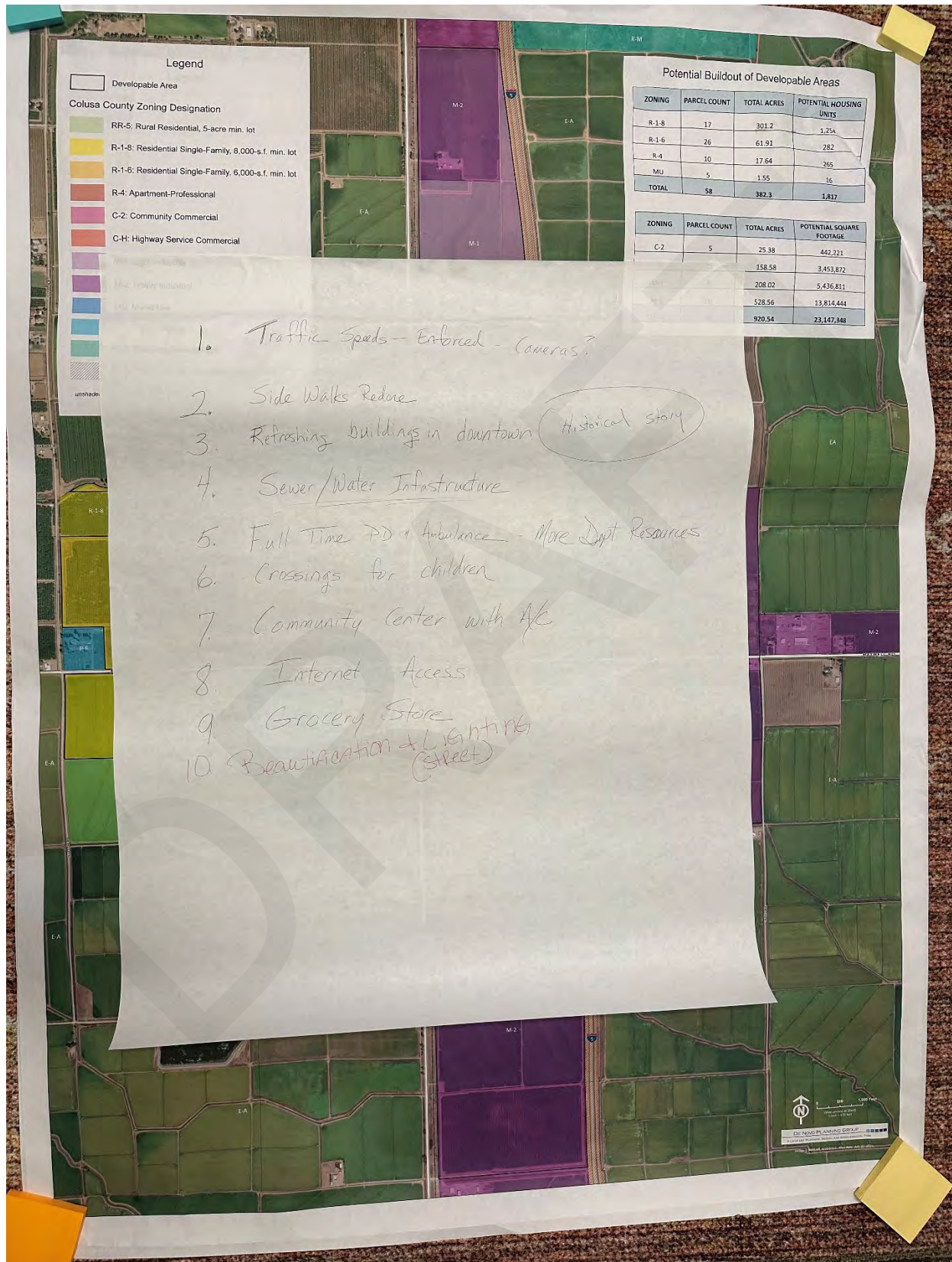
Vision Board #4B



Attachment: DRAFT Maxwell Community Plan (10229 : Draft Maxwell Community Plan)

Site's Reservoir Area Plan & Maxwell Community Plan

Vision Board #5



Activity #2: Post-it Note Activity

De Novo Planning Group hosted an informational community workshop, along with Colusa County, on July 24th, 2024 in Maxwell, CA. This meeting was intended to garner feedback and comments from residents of Colusa County regarding the Maxwell Community Plan and the Sites Reservoir Area Plan. The public was encouraged to provide feedback and comments on the project through a post-it note activity. The display boards for this activity were divided into four categories: Challenges (Near-Term), Challenges (Long-Term), Opportunities (Near-Term), and Opportunities (Long-Term). This allowed members of the public to provide specific feedback on the project's near- and long-term opportunities and challenges that can be considered by both De Novo Planning Group and Colusa County.

The responses from participants show numerous trends in what members of the public view as opportunities and challenges that will come from this project. Many members of the public responded that temporary housing for construction workers will be necessary, and potentially will cause additional strain on an already limited housing stock in the area. Water quality and sewer capacity were also common issues raised with many respondents stating that expansions and updates of water infrastructure will need to occur. Other members of the public stated that traffic issues may arise as construction of the Sites project occurs. Often in conjunction with traffic concerns, were concerns about safety for residents, specifically near schools.

Regarding opportunities, trends about economic development, increased housing stock, employment opportunities, and community beautification were common among respondents. Many members of the public stated a desire for increased economic diversity that could expand the number and type of businesses in the area. Others stated that the project would bring opportunities for employment during the construction cycle, as well as after. The necessity of temporary housing stock brought comments about the desire to increase the overall housing stock in the area, as many felt that there is a lack of housing already. Some respondents saw the project as an opportunity to improve parts of the community, namely the utility infrastructure for water and sewer lines, as well as expanding open space and public parks throughout the area. The broad desire for city beautification was expressed for both near- and long-term opportunities for the project.

The responses from this informational meeting were collected and are stated below, verbatim.

Site's Reservoir Area Plan & Maxwell Community Plan

*Community Feedback***Challenges (Near-Term)**

- I have a 1 acre parcel with a home built in the 1950s. it is zoned commercial. I would like to be able to put an ADU for additional income but it would have to be rezoned.
- Time – 2 years is not enough to complete many projects
- Lodging for workers
- Storage
- Fuel – diesel
- Emergency services
- Rest stop
- Utilities – housing – traffic
- No capacity – no housing – public service
- Impact on schools – businesses may not keep pace with demand – law enforcement
- Housing (not enough) – poor infrastructure – no money to improve existing services and buildings or add new services – public services
- Police protection – fire protection – grocery store – medicine – rest stop – road improvements
- Housing near
- Stop signs need to be installed on Oak St.
- Housing – traffic
- Stop signs/controlled intersections throughout the whole town
- Potential for additional school students – schools may need to be expanded
- Sewer upgrade – water needs – housing for workers
- Water/sewer isn't capable to handle what we have now
- Limited housing accommodations – limited resources for influx population – environmental damages & financial burden
- Housing
- Preserving/restoring original Maxwell Building
- Housing shortage exists now, even without 1000+ worker influx
- Foot/bike traffic paths & street lighting
- Upgrade septic – water quality filter system +pressure – zonings
- Housing – traffic – grocery stores
- Traffic – accommodations/housing – services
- Revenue – jobs – growth – housing shortages – traffic – school overcrowding
- Traffic control – influx of workers & housing shortages – lack of infrastructure
 - Stores
 - Eating joints
- Housing – support infrastructure
- Construction traffic – temporary housing – water use?
- Traffic (trucks and workers) – supplies (groceries – fuel) – water/sewer – police – fire – improvements support
- Traffic control – traffic flow – available housing – water quality
- Traffic – current road conditions – current infrastructure



Challenges (Long-Term)

- Emergency services
- Rest stop – not burden on stores
- Housing – medical
- Opportunity for new businesses in the community
 - Restaurants
 - Hardware
 - Groceries
 - Etc.
- Upgrading school facilities (football, soccer, baseball) – no community park/gathering area – lack of basic storefront options (grocery, mechanic, food)
- Jobs leaving area – keeping area vibrant
- Fuel service
 - Diesel
- After workers leave is housing is vacant, what types of people come? Look at Oroville
- Upgrade septic system + water system, needs to be expanded
- Growth – schools – businesses
- Social dynamic changes – excess infrastructure – unemployment
- Fix roads after the project is complete
- Schools (larger) – housing – stores (food, gas, fuel) – traffic control – Maxwell City Government
- Strong sales for businesses & services + sales tax for county – enhanced community services; public safety for the town of Maxwell – create seasonal tourist area for continued revenue
- Financing = property taxes – schooling + transportation – water
- Increase of crime
- Invasion of private communities – flooding if anything happens – increase in expenses
- Infrastructure
 - Roads
 - Water
 - Sewage

Site's Reservoir Area Plan & Maxwell Community Plan

- Retail stores?
- Schools
- Infrastructure – roadways/sidewalks – planning housing
- Housing – traffic – businesses + services
- New housing construction – crime – more business – restaurants – gas
- Permanent housing – lack of stores/hotels – infrastructure (roads, pipes, power)
- Stores + service
- Population after dam built? Continued funding sources for the town if maintained – traffic control
- Commerce – improve aesthetics
- Improve city beautification
- Safety (fire + law enforcement) – sewer capacity – housing
- Police/safety – road maintenance

schools
community
infrastructure
service area services
housing
gas roads
city businesses maxwell
system stores traffic
water

Opportunities (Near-Term)

- First, new HVAC for this hall (and PA system). Second, new sewer lines
- Remodel 64 Oak Street as a visitor's center and basketball court for the kids
- First, a full time police dept. and ambulance service
- Short-term housing – supply (support food, fuel, internet)
- Jobs – restoration of businesses and services – investments & improvements in infrastructure
- More growth towards economy contribution of the county/city – employment opportunities – benefits from the government for initiating this project
- More commerce, food, stores
- Town services improved
- Local business sales support – tax increase
- Housing – temporary trailer parks to accommodate construction workers
- Make money (business & services make money) – employment for members of community
- Grow stores/restaurants – town park/facility stop – town beautification

Site's Reservoir Area Plan & Maxwell Community Plan

- Income potential – develop housing
- Ability to build new projects on lots that need different zone
- Economic boost to town – grow resource availability in town
- Economic growth – increased tourism – public infrastructure improvements
- Businesses – improve infrastructure – beautiful town – community park
- Oak St. traffic control
 - New road
 - Roundabouts?
- Street lights
- Construction jobs – publicity – funds for Maxwell Parks and Rec
- Housing – water – increase traffic
- Water/sewer
- Grant writers
- Housing & local stores & services

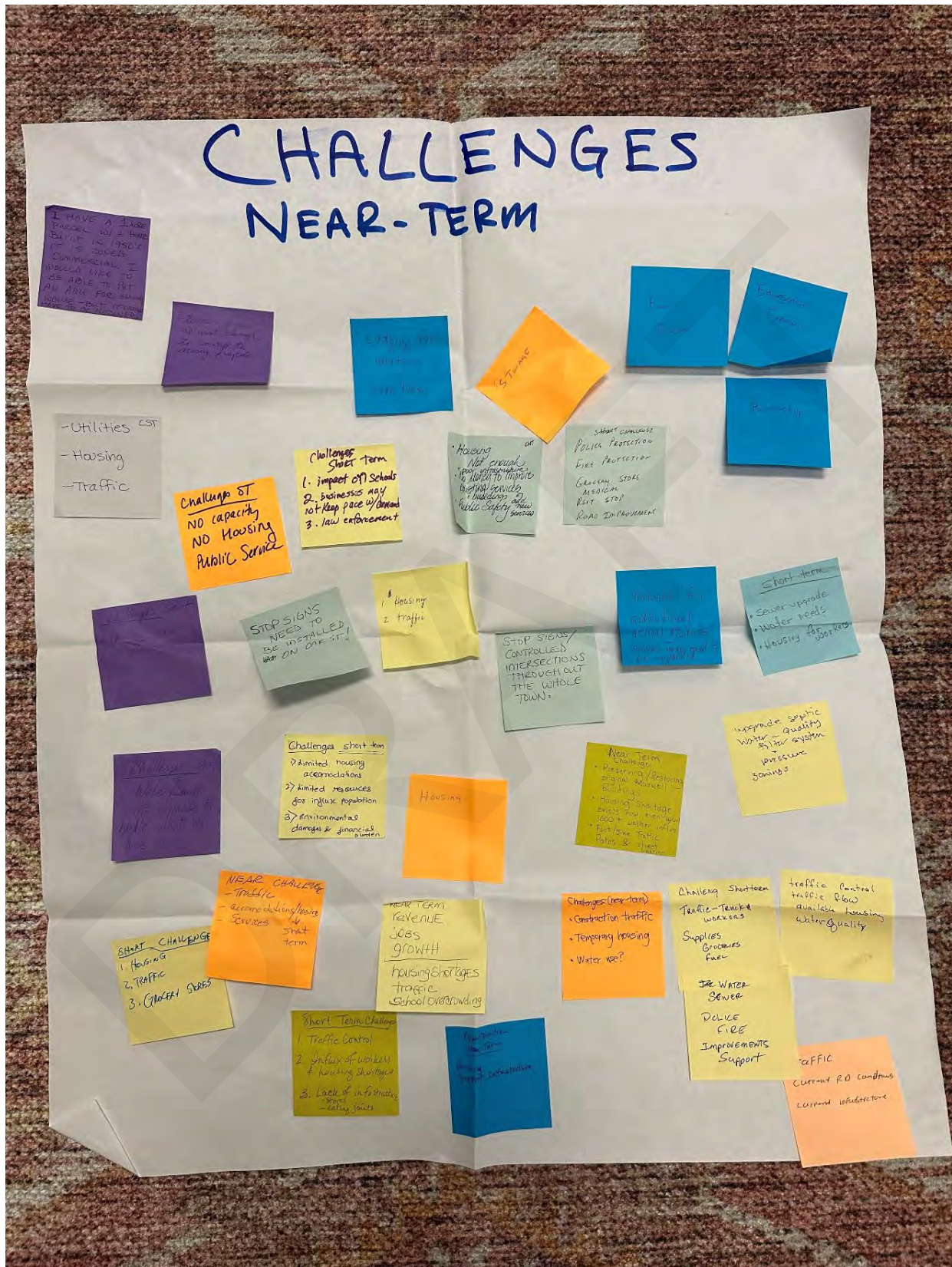


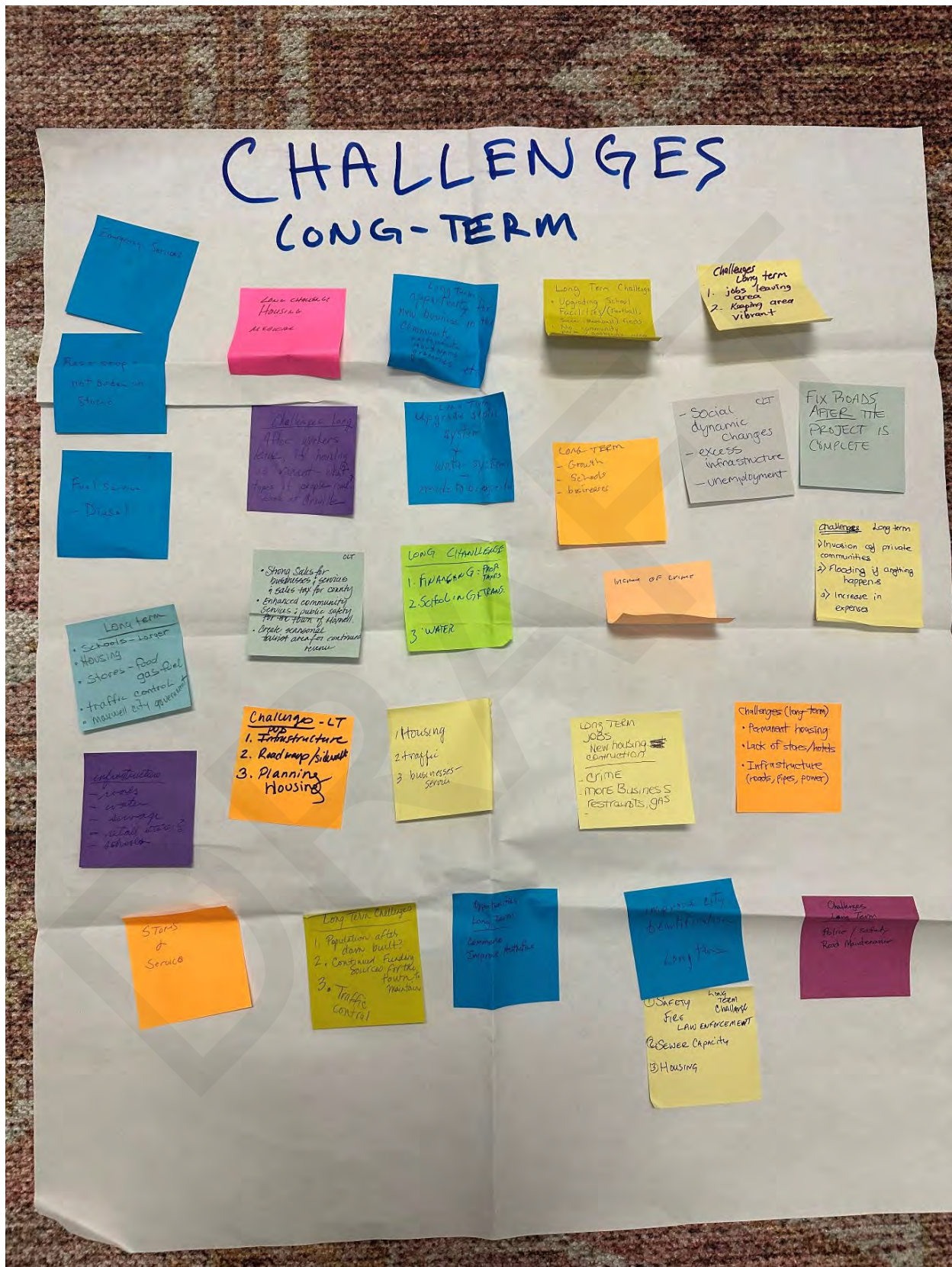
Site's Reservoir Area Plan & Maxwell Community Plan

Opportunities (long-Term)

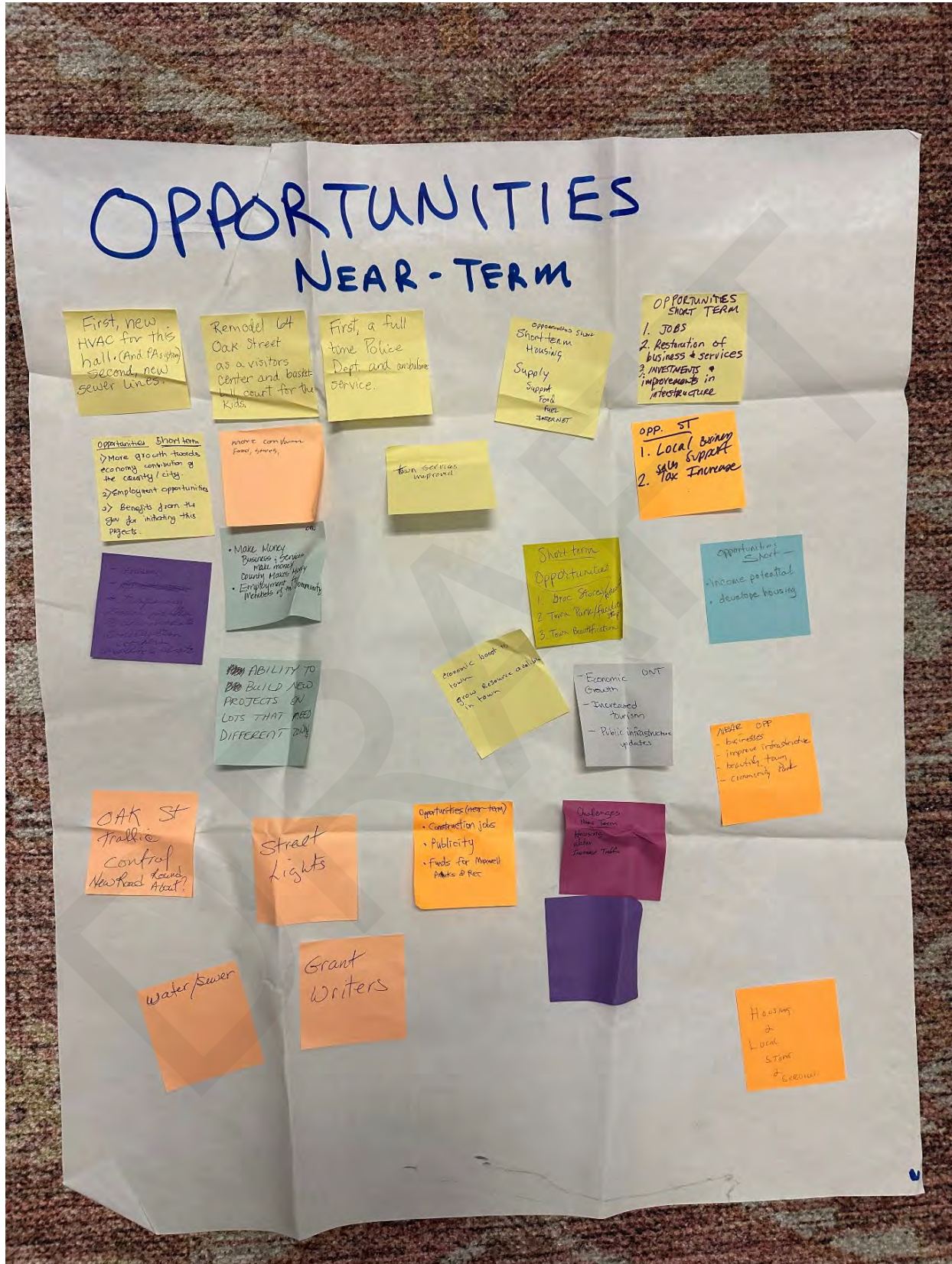
- Housing opps. – revenue
- Increased ADA for schools (more \$\$\$) – businesses that stay open after construction
- Parks, playground – more businesses
- Expansion of tourism economy – larger residential population – long awaited utility updates
- More jobs in county – more resources in Maxwell – more commuter resources
- Diversity in the community – growth of city – tourist attraction and increasing Maxwell city name
- Too many houses built remaining empty – infrastructure (roads, water, sewer, community services from county) – all are limited needs improvement
- Beautification of town – bike path – park
- Sheriff substation – more deputies in town – traffic lights – sewer
- Develop recreation – supply support services for recreation – develop support services for the committee housing for support personnel
- Recreational support services – storage space for boats and services
- Town services updated (water/sewer) – town beautification/town center/park
- Update old stores – have people be able to open new stores
- Grocery store – small sports complex for kids pool, baseball field, gym – sheriff substation
- Improve commerce – benefit from improved infrastructure + parks
- Rebuild/renew Main Street + sidewalks
- Financial growth/job opportunities – fast food (high school kid employment)
- Reservoir jobs – more public services – rezoning/more housing
- Business opportunities for seasonal use of reservoir
- To improve water in community – better streets – grocery stores – improve streets + roads

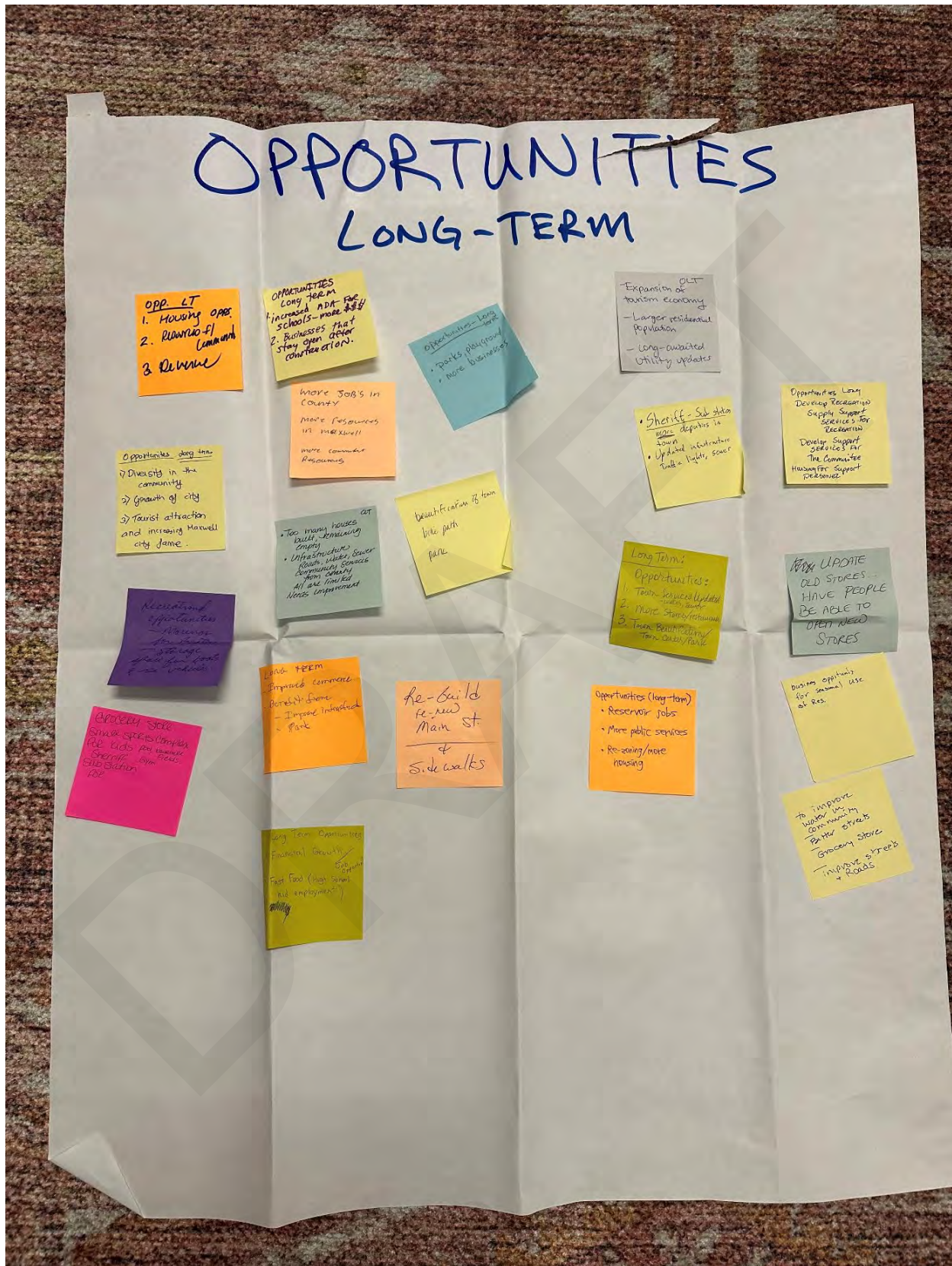
A word cloud visualization of the opportunities listed above. The words are arranged in a circular pattern, with 'services' being the largest and most central word. Other prominent words include 'support', 'community', 'resources', 'jobs', 'businesses', 'sheriff', 'develop', 'improve', 'substation', 'housing', 'town', 'parks', 'sewer', 'water', 'stores', 'infrastructure', 'city', and 'maxwell'.





Site's Reservoir Area Plan & Maxwell Community Plan





Appendix B: General Plan Policies

Chapter 8. Land Use Element

Policy LU 1-10: Concentrate future development within or adjacent to the communities that provide urban services, including Arbuckle, College City, Colusa, Grimes, Maxwell, Princeton, Stonyford, and Williams, with an emphasis on placing large-scale and more intense development projects in these population centers as opposed to other rural and remote areas that lack public services and amenities or are not connected to an exiting community.

Policy LU 1-15: To conserve open space and agricultural lands outside of planned urban areas and provide the efficient use of public services, make land use decisions that reinforce the cultural and economic viability of unincorporated community centers of the County, including Arbuckle, College City, Grimes, Maxwell, Princeton, and Stonyford.

Policy LU 3-17: Ensure that zoning and land use designations at the Interstate 5 freeway interchanges at Arbuckle, Maxwell, and the unincorporated area near Williams are used for highway-oriented commercial use. These uses, which include hotels, restaurants, and service stations, should be oriented to interstate travelers, tourists, and visitors to the County's various open space recreation and agricultural opportunities. Development at these interchanges should be planned to minimize traffic and safety hazards on local streets and regional transportation facilities to the extent feasible.

Action LU 3-C: *Revise the Zoning Ordinance to include updated design standards that promote attractive development for commercial, industrial, office, institutional, and multiple family development; include design recommendations that encourage "green" design construction; and address the following provisions:*

1. *Site planning sensitive to the natural environment and that addresses creating functional and attractive places.*
2. *Building rehabilitation and modification to improve existing structures.*
3. *Low environmental impact materials and products, including recycled and local materials, and recycling of construction waste.*
4. *Passive and active solar elements and use of efficient heating and cooling systems.*
5. *Standards for building design and appropriate use of materials to provide high-quality development, including requiring buildings to be sited toward the street, except for approved plazas, seating areas, and entry nooks; off-street parking, if any, located to the rear of the building or lot; architecture that incorporates a pedestrian scale with varied articulated facades, windows and building features; and community design features, such as landscaping, entry features, fountains, plazas, pedestrian furniture and similar features.*
6. *Landscaping and design elements to screen unsightly elements from public and neighboring views.*
7. *Standards for adequate off-street parking and alternatives to on-site parking in downtown and historic areas.*
8. *Standards for exterior lighting, signage, and trash/recycling containment facilities.*
9. *Gateway concepts for entryway treatment for Arbuckle, Maxwell, Princeton, Grimes, and Stonyford.*

Chapter 4. Community Character Element

Action CC 1-C: *prepare and implement general countywide design guidelines and minimum design requirement (standards) for new residential and commercial development as described in Action LU 3-C. The design guidelines should include more specific and detailed standards for new development in the communities of Arbuckle and Maxwell. The design guidelines should provide for attractive growth that respects the cultural heritage and character of each community and should be developed with input from each community.*

Maxwell

Policy CC 2-35: Support the downtown area as the central hub of the community.

Policy CC 2-36: Encourage and facilitate the rehabilitation and beautification of historical properties in the downtown area.

Policy CC 2-37: Encourage the development of vacant parcels in the downtown area with resident- and visitor-serving commercial, retail, and service, uses.

Policy CC 2-38: Recognize and expand Maxwell's role as a "gateway" to numerous recreational opportunities in western Colusa County.

Policy CC 2-39: Require new development in Maxwell to include design and aesthetic characteristics that complement and enhance the existing community. Design features may include components that reflect the small-town, rural, historic and agrarian character of Maxwell in an attractive manner.

Policy CC 2-40: Encourage new and expanded industrial operations to locate along the Interstate 5 corridor north and south of Maxwell.

Policy CC 2-41: Support the establishment of highway commercial land uses near existing Interstate 5 interchanges in Maxwell.

Policy CC 2-42: Require new urban development in Maxwell to connect to the municipal water and wastewater systems.

Policy CC 2-43: Explore the feasibility of establishing a service district for the beautification or revitalization of Maxwell. Volunteer or community fund-raising efforts to beautify the community should be supported.

Policy CC 2-44: Encourage new development proposals to include a balanced mix of jobs and housing.

Policy CC 2-45: Increase pedestrian and bicycle connectivity between residential areas and the downtown area.

Policy CC 2-46: Vacant and underdeveloped lands within the Maxwell Public Utility District Service Area should be developed before additional undeveloped lands are annexed into the PUD's Service Area.

Action CC 2-E: *Assist residents and businesses in Maxwell in establishing a service district for the beautification and revitalization of Maxwell, if such a district is feasible. Provide County*

support through efforts to create a district and assist with securing State or Federal funds for improving the buildings, streetscapes, and public areas within the community.

Action CC 2-F: Assist the Maxwell Parks and Recreation District in updating their development impact fees to provide additional funding for the expansion of parks facilities in Maxwell.

Action CC 2-G: If the Sites Reservoir project is approved, develop a Maxwell Community Plan to capitalize on economic development opportunities, including lodging, shopping, dining, and other tourism uses, created by increased visitors and County residents using Sites Reservoir. The Maxwell Community Plan shall emphasize aesthetic and design standards that recognize the historic character of Maxwell and importance of the area as the gateway to recreation opportunities in the western County.

Chapter 6. Economic Development Element

Action ED 2-A: Apply for Community Development Block Grant/Technical Assistance and Economic Development Allocation funds and coordinate the preparation of a business incentive program, sign program, and development of marketing materials and a marketing strategy. Other programs should include preparation of economic development strategic and downtown revitalization plans for the communities of Arbuckle, Maxwell, Princeton, College City and Grimes.

Action ED 2-C: Assist businesses and interested parties in establishing Main Street Programs and business districts in established communities, particularly in Arbuckle and Maxwell.



Request For County Board of Supervisors Action

MEETING DATE: December 17, 2024

DEPARTMENT: Community Development Department

FROM: Greg Plucker

SUBJECT: Adopt a Resolution authorizing recordation of Parcel Map #PD-24-12 for Kalfsbeek Smith Living Trust and authorize the County Surveyor to record said map.

Adopt a Resolution authorizing recordation of Parcel Map #PD-24-12 for Kalfsbeek Smith Living Trust and authorize the County Surveyor to record said map.

Detailed Description/Background of Request

On June 5, 2024, the Planning Commission conditionally approved Tentative Parcel Map #24-12. This approval authorized the division of an existing 40-acre parcel into a 37.512 acre parcel and a 2.488 acre parcel upon the condition that the Board of Supervisors approve the concurrent Zoning Map Amendment request to place the Small Residential Agricultural Parcel (SRAP) Overlay Zone over the subject property. On August 20, 2024, the Board of Supervisors approved Ordinance No. 24-836 approving the Zoning Map Amendment applying the SRAP Overlay Zone to said parcel.

The project site is located at 437 Grevie Rd, Arbuckle, CA 95912 - generally located at the northwest corner of the Grevie Road/Eddy Road street intersection.

General Plan and Zoning

The subject property has a General Plan designation of Agriculture General (AG) and is zoned Exclusive Agriculture (E-A). The purpose of the subdivision is to separate the agricultural use from the residential use to allow the existing homes to be preserved and maintained. As detailed in the attached Planning Commission resolution and staff report (Attachment #1), the project is consistent with the Colusa County General Plan and Colusa County Zoning Ordinance.

Williamson Act

The project site is not under a Williamson Act or Farmland Security Zone contract.

Summary

A resolution authorizing the recordation of the map is now before the Board for its

consideration. The Planning Commission and Staff recommends adoption of the resolution authorizing recordation of the parcel map. In addition, staff recommends that the Board authorize the County Surveyor to take the necessary steps to record said map.

Prior Board Action

None.

Fiscal Impact/Funding Source

Staff has not identified any fiscal impact to the County because of the parcel map recordation. The current property taxes of \$ \$5,532.24 have been paid (Attachment #2).

Action for the Clerk

Obtain the necessary signatures on the resolution and parcel map, then notify the County Surveyor that the Parcel Map is ready to be recorded.

ATTACHMENTS:

- Board Resolution Approving Parcel Map 24-12 Kalfsbeek Smith (DOCX)
- Exhibit "A" PM 24-12 Signed Plan Set Kalfsbeek Smith (PDF)
- Attachment #1 Planning Commission Resolution 24-007 and Staff Report (PDF)
- Attachment #2 Taxes Paid Receipt (PDF)

RESOLUTION NO. 24-_____

**RESOLUTION OF THE COLUSA COUNTY BOARD OF SUPERVISORS
AUTHORIZING THE RECORDATION OF PARCEL MAP NUMBER 24-12 (PD-24-12)**

WHEREAS, the Colusa County Planning Commission conducted a public hearing on Tentative Parcel Map 24-12 on June 5, 2024 and following the close of the public hearing found that said map was consistent with the provisions of the Colusa County General Plan and the Colusa County Zoning Ordinance, adopted specific findings and conditionally approved Parcel Map 24-12 pursuant to Planning Commission Resolution 24-007; and

WHEREAS, on August 20th, 2024 the Board of Supervisors adopted Ordinance No. 24-836 approving a zoning map amendment which applied the Small Residential Agricultural Parcel Overlay Zone to the subject parcel allowing for the subdivision of the existing 40-acre parcel into a 37.512[±] acre parcel and a 2.488[±] acre parcel as shown on Parcel Map 24-12 and as approved by the Planning Commission; and

WHEREAS, the County Surveyor and the Colusa County Community Development Department, Planning Unit have reviewed the parcel map and have found it to be in compliance with the conditions of approval of Planning Commission Resolution 24-007, Colusa County's Subdivision Ordinance and the California State Map Act; and

NOW, THEREFORE, BE IT RESOLVED by the Colusa County Board of Supervisors that Parcel Map 24-12 attached hereto as Exhibit "A" is hereby approved for recordation.

PASSED AND ADOPTED this 17th day of December 2024 by the following vote:

AYES:

NOES:

ABSENT:

Gary J. Evans, Board Chair

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

By: _____
Patricia Rodriguez, Deputy

APPROVED AS TO FORM:

Richard Stout, County Counsel

Attachment: Board Resolution Approving Parcel Map 24-12 Kalfsbeek Smith (10200 : Resolution Approving Recordation of Parcel Map #PD-24-

Exhibit "A"

OWNER'S STATEMENT:

WE, THE UNDERSIGNED, DO HEREBY CONSENT TO THE PREPARATION AND FILING OF THIS MAP OF PARCEL MAP NO. 24-12 FOR RECORD; AND WE DO HEREBY STATE THAT IN ORDER TO PASS CLEAR TITLE TO THE LAND DELINEATED WITHIN THE EXTERIOR BOUNDARY OF THIS MAP THE CONSENT OF NO OTHER PERSONS IS NECESSARY.

TODD KALFSBEEK AND DEBRA J. KALFSBEEK, TRUSTEES OF THE TODD AND DEBRA J. KALFSBEEK LIVING TRUST, AS TO AN UNDIVIDED 1/3 INTEREST AND KNUTE KALFSBEEK, AND SUCCESSOR, TRUSTEE OF THE KNUTE KALFSBEEK AND JEAN SCOTT LIVING TRUST, AS TO AN UNDIVIDED 1/3 INTEREST AND JOSEPH KALFSBEEK AND MARY K. KALFSBEEK, TRUSTEES OF THE JOE AND MARY K. KALFSBEEK LIVING TRUST, AS TO AN UNDIVIDED 1/3 INTEREST

Todd Kalfsbeek
TODD KALFSBEEK
Debra J. Kalfsbeek
DEBRA KALFSBEEK
Knute Kalfsbeek
KNUTE KALFSBEEK
Joseph Kalfsbeek
JOSEPH KALFSBEEK
Mary K. Kalfsbeek
MARY K. KALFSBEEK

10/30/24
DATE
10-31-2024
DATE
11/5/2024
DATE
11/4/24
DATE
11-4-24
DATE

*SEE NOTARY ACKNOWLEDGEMENTS ON SHEET 2

BOARD OF SUPERVISORS STATEMENT:

I, _____, CLERK TO THE BOARD OF SUPERVISORS, STATE OF CALIFORNIA, DO HEREBY CERTIFY THAT THE BOARD OF SUPERVISORS OF SAID COUNTY OF COLUSA, STATE OF CALIFORNIA, HAVE ON THIS _____ DAY OF _____, 20____ APPROVED THE PARCEL MAP FOR SUBDIVISION PURPOSES IN ACCORDANCE WITH THE APPROVED OR CONDITIONALLY APPROVED "TENTATIVE" PARCEL MAP HERETOFORE FILED AND APPROVED BY THE COLUSA COUNTY PLANNING COMMISSION ON AUGUST 20, 2024.

I HEREBY ACKNOWLEDGE THE RECEIPT OF SATISFACTORY SECURITY IN THE COLUSA COUNTY TAX COLLECTOR'S ESTIMATED AMOUNT OF \$_____ TO INSURE PAYMENT OF TAXES WHICH ARE A LIEN BUT NOT YET PAYABLE.

CLERK OF THE BOARD OF SUPERVISORS
COLUSA COUNTY
STATE OF CALIFORNIA

BY: _____
DEPUTY

COUNTY TAX COLLECTOR'S STATEMENT:

I, DANIEL A. CHARTER, TAX COLLECTOR FOR THE COUNTY OF COLUSA, STATE OF CALIFORNIA, DO HEREBY CERTIFY THAT THERE ARE NO LIENS OF UNPAID COUNTY OR SPECIAL DISTRICT TAXES AGAINST ANY OF THE LANDS SHOWN ON THE ACCOMPANYING PARCEL MAP, EXCEPT FOR TAXES WHICH ARE A LIEN BUT NOT YET PAYABLE, TAXES OR SPECIAL ASSESSMENTS WHICH ARE A LIEN BUT NOT YET PAYABLE, I ESTIMATE TO BE IN THE AMOUNT OF \$287,253.24

ASSESSOR'S PARCEL NUMBER: 022-150-142-000

DATED THIS 9 DAY OF NOV, 2024
Daniel A. Charter
DANIEL A. CHARTER
TAX COLLECTOR
COLUSA COUNTY
STATE OF CALIFORNIA

CONDITIONS OF APPROVAL

THE CONDITIONS OF APPROVAL REQUIRED FOR THE DEVELOPMENT OF THE PARCELS CREATED PER THIS PARCEL MAP SHALL BE COMPLETED PURSUANT TO THE JUNE 5, 2024 PLANNING COMMISSION APPROVAL CONTAINED IN RESOLUTION NO. RESOLUTION NO. 24-007. SAID APPROVAL CONTAINS SPECIFIC REQUIREMENTS INCLUDING BUT NOT LIMITED TO: (1) TO ANY FUTURE ALTERATIONS TO THE EXISTING RESIDENCES SHALL FOLLOW THE REQUIREMENTS UNDER ORDINANCE 831 WHICH SPECIFIES THAT ANY FUTURE RECONSTRUCTION OR REMODELING OF THE EXISTING HOMES SHALL BE CONSISTENT AND COMPLIMENTARY TO THE EXISTING ARCHITECTURAL STYLE AND SHOULD THE COMMUNITY DEVELOPMENT DIRECTOR DETERMINE THAT ANY CHANGES WOULD BE A SUBSTANTIAL DEVIATION THE DIRECTOR MAY REFER THE CHANGE TO THE PLANNING COMMISSION FOR REVIEW AND APPROVAL; (2) PRIOR TO NEW/ MODIFIED ON-SITE SEWAGE DISPOSAL CONSTRUCTION OR NEW/MODIFIED WELL CONSTRUCTION THE APPLICANT SHALL OBTAIN ALL NECESSARY PERMITS FROM THE COLUSA COUNTY ENVIRONMENTAL HEALTH DIVISION; AND (3) ANY WORK WITHIN THE COUNTY ROAD RIGHT-OF-WAY SHALL REQUIRE AN ENCROACHMENT PERMIT FROM THE PUBLIC WORKS DEPARTMENT.

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF DAURICE K. SMITH IN FEBRUARY 2024. I HEREBY STATE THAT: THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP; ALL THE MONUMENTS SHOWN ON THE WITHIN MAP ARE OF THE CHARACTER SHOWN AND OCCUPY THE POSITIONS INDICATED AND ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATED THIS 31st DAY OF October, 2024



Matthew K. Souza
MATTHEW K. SOUZA
L.S. 9215

COUNTY SURVEYOR'S STATEMENT:

THIS MAP HAS BEEN EXAMINED BY ME OR UNDER MY DIRECTION AND SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF. I HEREBY STATE THAT THIS PARCEL MAP IS IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE TIME OF TENTATIVE MAP APPROVAL AND I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

DATED THIS 13th DAY OF NOVEMBER, 2024



Daryl K. Pride
DARYL PRIDE, P.L.S. 9150
COLUSA COUNTY SURVEYOR

COUNTY RECORDER'S STATEMENT

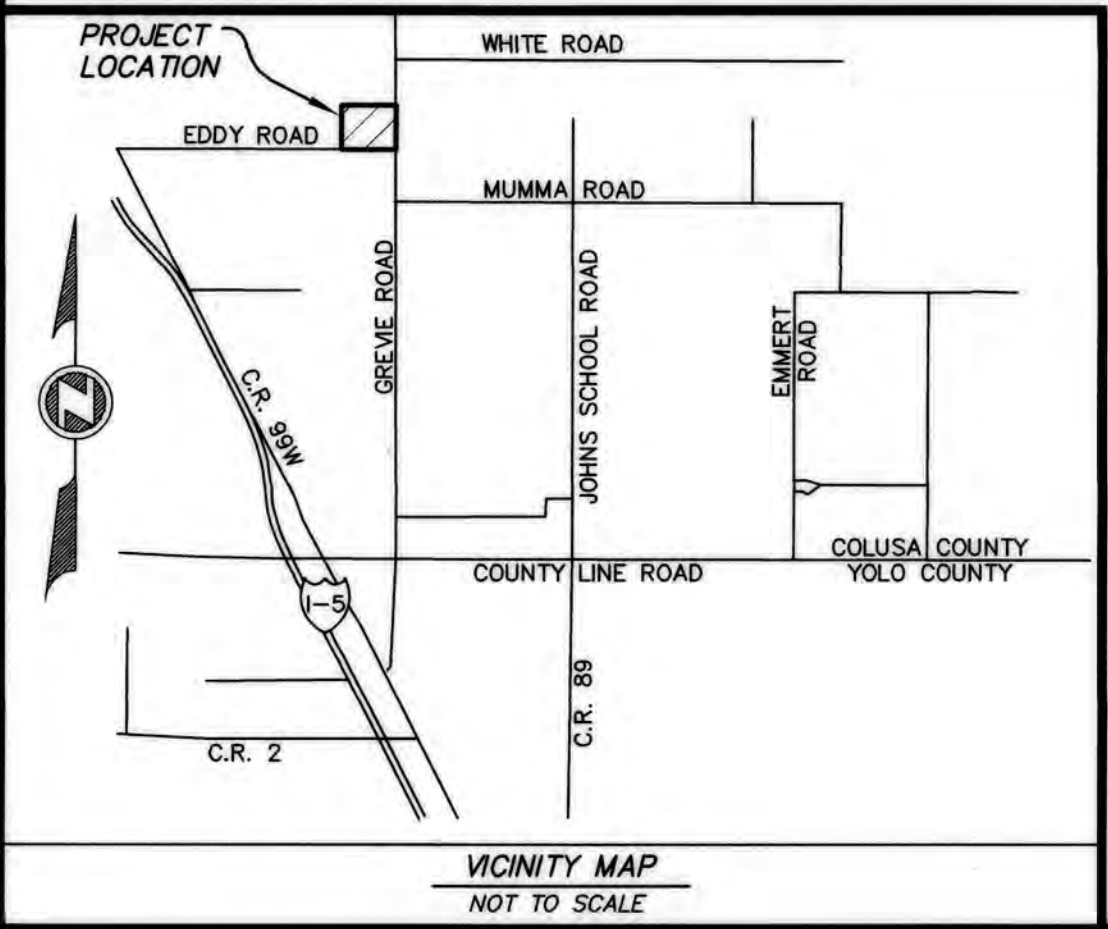
FILED THIS _____ DAY OF _____, 20____, AT _____ M., IN BOOK _____ OF PARCEL MAPS AT PAGES _____, AT THE REQUEST OF LAUGENOUR AND MEIKLE.

DOC NO. _____

Cristy Jayne Edwards
CRISTY JAYNE EDWARDS
COLUSA COUNTY RECORDER
STATE OF CALIFORNIA

FEE: _____

BY: _____
ASSISTANT/DEPUTY RECORDER



PARCEL MAP NO. 24-12
FOR
KALFSBEEK LIVING TRUST
LOCATED IN A PORTION OF THE NORTHEAST QUARTER
OF SECTION 20 TOWNSHIP 13 NORTH, RANGE 1 WEST,
MOUNT DIABLO BASE AND MERIDIAN
COLUSA COUNTY, CALIFORNIA
LM LAUGENOUR AND MEIKLE
CIVIL ENGINEERING · LAND SURVEYING · PLANNING
608 COURT STREET, WOODLAND, CALIFORNIA 95695 · PHONE: (530) 662-1755
P.O. BOX 828, WOODLAND, CALIFORNIA 95776 · WEB: www.lmce.net
SHEET 1 OF 3
OCTOBER 30, 2024

Exhibit "A"

ACKNOWLEDGMENT:

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 TO THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF California
COUNTY OF Yolo

ON October 31, 2024, BEFORE ME, Paula Hoffart,

A NOTARY PUBLIC, PERSONALLY APPEARED Todd Kalfsbeek,
Debra Kalfsbeek

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:

SIGNATURE [Signature]

commission Number: 2466602

Expiration: 11/11/2027

ACKNOWLEDGMENT:

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 TO THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF California
COUNTY OF Yolo

ON November 11, 2024, BEFORE ME, Paula Hoffart,

A NOTARY PUBLIC, PERSONALLY APPEARED Joseph Kalfsbeek,
Mary Kalfsbeek

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.

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WITNESS MY HAND:

SIGNATURE [Signature]

commission Number: 2466602

Expiration: 11/11/2027

ACKNOWLEDGMENT:

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STATE OF California
COUNTY OF Yolo

ON November 9, 2024, BEFORE ME, Paula Hoffart,

A NOTARY PUBLIC, PERSONALLY APPEARED Knute Kalfsbeek

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:

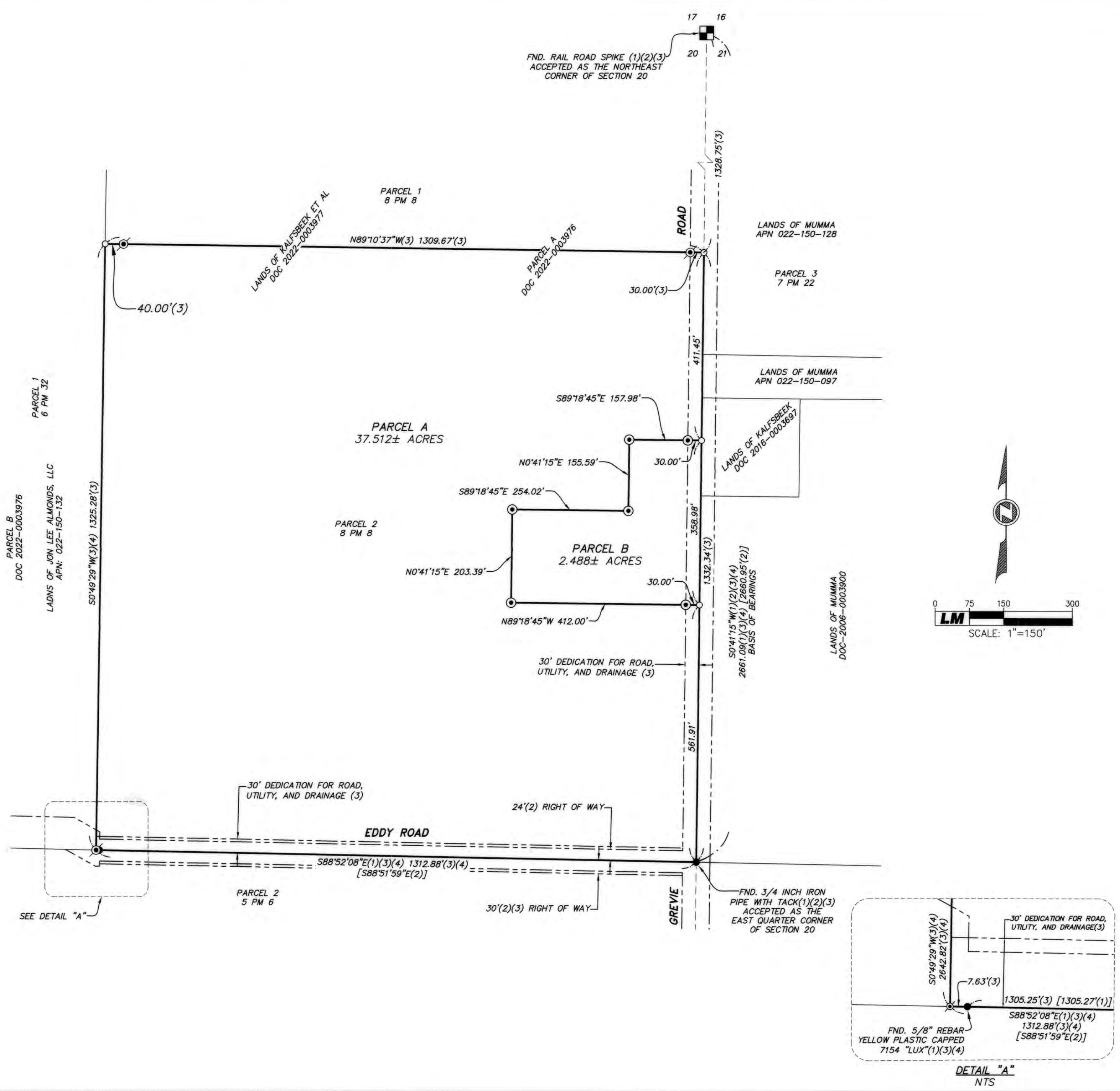
SIGNATURE [Signature]

commission Number: 2466602

Expiration: 11/11/2027

PARCEL MAP NO. 24-12
FOR
KALFSBEEK LIVING TRUST
LOCATED IN A PORTION OF THE NORTHEAST QUARTER
OF SECTION 20 TOWNSHIP 13 NORTH, RANGE 1 WEST,
MOUNT DIABLO BASE AND MERIDIAN
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P.O. BOX 828, WOODLAND, CALIFORNIA 95776 • WEB: www.lmce.net
SHEET 2 OF 3
OCTOBER 30, 2024

Exhibit "A"



LEGEND OF SYMBOLS AND ABBREVIATIONS:

- INDICATES MONUMENT FOUND AS NOTED
- ⊙ INDICATES SET 3/4"x24" REBAR WITH 1 1/2" DIAMETER ALUMINUM CAP STAMPED "LS 9215"
- ⊗ INDICATES FOUND 3/4"x24" REBAR WITH 1 1/2" DIAMETER ALUMINUM CAP STAMPED "LS 7906"
- INDICATES DIMENSION POINT, NOTHING FOUND, NOTHING SET
- INDICATES SECTION CORNER
- () INDICATES INFORMATION PER RECORD DATA
- [] INDICATES RECORD DATA
- C.C.R. INDICATES COLUSA COUNTY RECORDS
- OR INDICATES OFFICIAL RECORDS OF COLUSA COUNTY
- PM INDICATES PARCEL MAP OF COLUSA COUNTY
- DOC INDICATES DOCUMENT NUMBER, COLUSA COUNTY RECORDS
- FND. INDICATES FOUND
- U.O. INDICATES UNKNOWN ORIGIN
- INDICATES PROPERTY LINE (SUBJECT IS BOLD)
- - - INDICATES SECTION LINE
- - - - INDICATES RIGHT OF WAY LINE

NOTES:

1. ALL DISTANCES ARE GROUND, AND SHOWN IN UNITED STATES SURVEY FEET AND DECIMALS THEREOF.
2. THE SUM OF THE INDIVIDUAL PARTS OF A GIVEN LINE MAY NOT EQUAL OVERALL QUANTITY DUE TO ROUNDING.
3. ALL EASEMENTS AFFECTING THIS PROPERTY PER PLACER TITLE COMPANY, TITLE NO. P-645579, DATED SEPTEMBER 23, 2024, ARE SHOWN OR LISTED HEREON. THERE MAY BE EASEMENTS OR OTHER ENCUMBRANCES THAT AFFECT SUBJECT PROPERTY WHICH ARE NOT SHOWN HEREON.
4. ALL MONUMENT DIMENSIONS PER THIS SURVEY ARE OUTSIDE DIAMETER.
5. ALL AREAS SHOWN ARE GROSS.

RECORD DATA:

- (1) BOOK 6 OF PARCEL MAPS AT PAGE 32, C.C.R.
- (2) BOOK 5 OF PARCEL MAPS AT PAGE 6, C.C.R.
- (3) BOOK 8 OF PARCEL MAPS AT PAGE 8, C.C.R.
- (4) DOCUMENT NUMBER 2022-003977, C.C.R.

BASIS OF BEARINGS:

THE RECORD BEARING OF S00°41'15"W, SHOWN HEREON AS THE CENTERLINE OF GREVIE ROAD PER BOOK 6 OF PARCEL MAPS AT PAGE 32, C.C.R. WAS USED AS THE BASIS OF BEARINGS FOR THIS SURVEY.

PARCEL MAP NO. 24-12

FOR
KALFSBEEK LIVING TRUST
LOCATED IN A PORTION OF THE NORTHEAST QUARTER
OF SECTION 20 TOWNSHIP 13 NORTH, RANGE 1 WEST,
MOUNT DIABLO BASE AND MERIDIAN
COLUSA COUNTY, CALIFORNIA

LM LAUGENOUR AND MEIKLE
CIVIL ENGINEERING · LAND SURVEYING · PLANNING

608 COURT STREET, WOODLAND, CALIFORNIA 95695 · PHONE: (530) 662-1755
P.O. BOX 828, WOODLAND, CALIFORNIA 95776 · WEB: www.lmce.net

SHEET 3 OF 3

OCTOBER 30, 2024

#4806

RESOLUTION NO. 24-007

Attachment #1

**RESOLUTION OF THE COLUSA COUNTY PLANNING COMMISSION APPROVING
A TENTATIVE PARCEL MAP (PD-24-12) CONTINGENT UPON APPROVAL OF THE
ZONING AMENDMENT (PD-24-12) FOR DAURICE KALFSBEEK-SMITH**

WHEREAS, Daurice Kalfsbeek-Smith filed an application for a Zoning Amendment to rezone a 40 acre parcels (APN 022-150-140) from the Exclusive Agriculture (E-A) Zoning Designation to Exclusive Agriculture/Small Residential Agricultural Parcel (SRAP) Overlay Zone;

WHEREAS, Daurice Kalfsbeek-Smith also filed a concurrent application with the Colusa County Community Development Department to subdivide said acre property (022-150-140) into a 37.512 acre parcel (Parcel #1) and a 2.488 acre parcel (Parcel #2), as detailed in Exhibit "A" attached hereto;

WHEREAS, the County of Colusa is the Lead Agency and pursuant to the California Environmental Quality Act and determined Statutory Exemptions are appropriate and was prepared for the proposed Tentative Parcel Map;

WHEREAS, a Notice of Public Hearing for consideration of the proposed Rezoning and Tentative Parcel Map was published in accordance with all applicable requirements; and

WHEREAS, the Planning Commission held a public hearing on the project on June 5th, 2024, at which time the Commission considered all information submitted by County staff and public testimony.

NOW, THEREFORE, BE IT RESOLVED that the Colusa County Planning Commission based on facts in the Staff Report, written and oral testimony, and exhibits presented does the following:

- I. Adopts Statutory Exemptions, specifically, the project is considered exempt from CEQA under pursuant to Title 14, Article 7 of the California Code of Regulations Sections 15060(c)(2) because this project will not result in a direct or reasonably foreseeable indirect physical change in the environment, and 15061(b)(3) because there is no possibility this ordinance may have a significant effect on the environment.
 - A. Find that the proposed Categorical Exemption is adequate and reflects the independent judgment and analysis of the County, which is the lead agency.
- II. Approves the tentative parcel map as attached in Exhibit "A" subject to conditions found attached as Exhibit "B" and the following Findings:

FINDINGS

- A. The proposed project will not impair the integrity and character of the zone in which the land lies, and that the use would not be injurious or detrimental to the health, safety and general welfare of the persons residing or working in the neighborhood, or to the general health, safety and welfare of the County.
 1. The project would not be unreasonably incompatible with surrounding land uses in the area.
 2. The project is in a zoning classification conditionally suitable for the proposed use.

Attachment #1

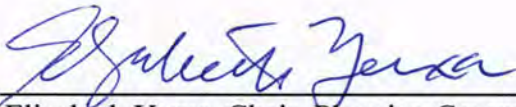
3. The configuration of the parcels and improvement of the property will not conflict with easements, access through or use of the property.
 4. Approval of this project will not be detrimental to the public health, safety and welfare with compliance of the required conditions of approval.
- B. The project is consistent with the Colusa County General Plan Land Use Element goals and policies for the Agriculture General (AG) land use designation.
- C. The proposed parcel map is consistent with the Colusa County Zoning Ordinance's Exclusive Agriculture (E-A) Zoning Designation and the SRAP Overlay Zone (Ordinance 831) regulations contingent upon Board of Supervisors' approval of the Rezoning Map Amendment (PD-24-12).

PASSED AND ADOPTED this 5th day of June, 2024, by the following vote:

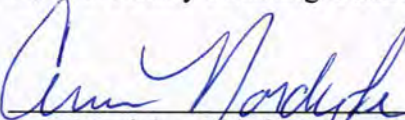
AYES: Commissioners Dave McCullough, Health Krug, John Troughton, Jr., Kirk Pendleton and Elizabeth Yerxa.

NOES: None.

ABSENT: None.


Elizabeth Yerxa, Chair, Planning Commission

ATTEST: Greg Plucker, Secretary to the Colusa County Planning Commission


Ann Nordyke, Chief Deputy Board Clerk

APPROVED AS TO FORM:


Jennifer Sutton, Sr. Deputy Counsel

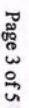


EXHIBIT B**Attachment #1**

Tentative Parcel Map Conditions for Daurice Kalfsbeek-Smith, Tentative Parcel Map dividing an existing 40.0 acre parcel into Parcel #1 – 37.512 acres and Parcel 2 – 2.488 acres.

CONDITIONS OF APPROVAL:**Department of Planning and Building**

1. The final Parcel Map shall conform to Tentative Map PD-24-12 submitted and on file at the Colusa County Community Development Department and as approved by the Colusa County Planning Commission.
2. The applicant agrees, as a condition of issuance and use of this entitlement, to hold harmless, indemnify and defend the County, at applicant's sole cost and expense, in any claim, action, or proceeding brought against the County after the issuance of this entitlement because of, or resulting from, or related to, any preliminary approval or actual issuance of this entitlement. Applicant will reimburse the County for any damages, costs of any kind including staff time, and attorney fees, including court ordered attorney fees, resulting from any such claim, action or proceeding. The County shall promptly notify the applicant of any such claim, action, or proceeding and will cooperate in its defense. The County may also, at its sole discretion, participate in the defense of any such claim, action, or proceeding but such participation shall not relieve applicant of its obligations under this condition.
3. The applicant shall also comply with all state, federal and local statutes, ordinances and regulations.
4. The tentative approval the Kalfsbeek-Smith Parcel Map (PD-24-12) is contingent upon the Board of Supervisors approval of the applicable rezoning (PD-24-12) of APN 022-150-140 to Exclusive Agriculture/Small Residential Agricultural Parcel and will not become effective until 30 days after Board of Supervisors approval of said rezoning. This approval will expire immediately should the Board deny the applicable rezoning or if no decision is made shall expire pursuant to Section 44-1.90.070.A of the County Code should the rezoning not be approved within 24 months of the date of adoption of this resolution unless a time extension has been processed pursuant to the County Code.
5. A "Conditions of Approval" section shall be included on the Parcel Map recordation cover page, stating that the conditions required for the development of the parcels created by this parcel map shall be completed in accordance with the conditions approved by the Planning Commission on said approval date. It will state that any future alterations to the existing residences shall follow the requirements under Ordinance 831 to the satisfaction of the Community Development Director, and will require prior approval. This notice shall also state that these conditions are on file with the Colusa County Community Development Department and shall list the applicable development conditions. The final wording of this section shall be subject to the Community Development Director's review and approval prior to final map recordation.

Attachment #1Environmental Health

6. Prior to new/modified well construction, the applicant shall obtain all necessary permits from the Colusa County Environmental Health Division.
7. Prior to new/modified on-site sewage disposal construction, the applicant shall obtain all necessary permits from the Colusa County Environmental Health Division.

Public Works

8. Any work within the County Road Right-of-way shall require an encroachment permit.

NOTATION:

A minor change(s) may be approved administratively by the Planning Director pursuant to Section 44-1.90.080(B)(1-5) of the Colusa County Code.

Should the Planning Director determine that any proposed change(s) does not qualify under the provisions of Section 44-1.90.080(B)(1-5), said change(s) shall be processed pursuant before the original review authority pursuant to Section 44-1.90.080(C, D, E) of the Colusa County Code.



Planning Commission

546 Jay Street, Suite 108
Colusa, CA 95932

SCHEDULED

PLANNING COMMISSION (ID # 9780)

Meeting: 06/05/24 09:00 AM
Department: Community Development Department
Category: Public Hearing
Prepared By: Greg Plucker
Initiator: Greg Plucker
Sponsors:
DOC ID: 9780 A

Attachment #1

Detail

Applicant: Daurice Kalfsbeek Smith

File: PD-24-12 Kalfsbeek ZA and TPM

General Plan: Agriculture General (AG)

Zoning: Exclusive Agriculture (E-A)

Formal Title / Summary

Public Hearing and adoption of a Resolution recommending the Board of Supervisors adopt Statutory Exemptions and approve a Small Residential Agricultural Parcel Overlay Zoning Map Amendment. Further, adopt a Resolution approving a Tentative Parcel Map contingent upon the Board's approval of said Overlay Zoning Map Amendment.

Action Requested

Public Hearing and adoption of a Resolution recommending the Board of Supervisors adopt Statutory Exemptions and approve a Small Residential Agricultural Parcel Overlay Zoning Map Amendment. Further, adopt a Resolution approving a Tentative Parcel Map contingent upon the Board's approval of said Overlay Zoning Map Amendment.

DETAILED DESCRIPTION/BACKGROUND OF REQUEST

The project is a Zoning Map Amendment (ZA) that would place the Small Residential Agricultural Parcel (SRAP) Overlay Zone on 40 acres of land and a Tentative Parcel Map (TPM) application that would subdivide the existing 40-acre parcel into a 37.512 acre parcel and a 2.488 acre parcel. The purpose of the proposed application is to separate the two existing homes from the larger agricultural parcel so that the homes can be sold and preserved.

APN:

022-150-140 (former APN, not updated since LLA))

LOCATION:

The project site is located at 437 Grevie Rd, Arbuckle, CA 95912 - generally located at the northwest corner of the Grevie Road/Eddy Road street intersection.

PROJECT AND SITE DESCRIPTION:

As stated above, the application is to separate the two existing homes and accessory residential buildings from the larger agricultural parcel. In order to allow the existing 40-acre parcel to be subdivided below the Exclusive Agriculture (E-A) 40-acre minimum, a

Zoning Map Amendment would need to be approved placing the Small Residential Agricultural Parcel (SRAP) Overlay Zone on both 2.488 acre small residential agricultural parcel and the 37.512 acre agricultural parcel.

The Commission may recall, in December 2022 the Planning Commission adopted a resolution recommending that the Board of Supervisors approve a General Plan Amendment and a Zoning Text Amendment that would allow for the limited creation of a number of small, residential agricultural lots. This concept had been studied by a Board Ad-Hoc Committee for several years with the intent to allow for the preservation of existing, historic farm homes and/or to allow an existing historic home to be sold. In April 2023, the Board approved Resolution 23-019 amending the General Plan to allow for parcels less than 40 acres in size in conjunction with the approval of a zoning overlay and Ordinance No. 831 which established the Small Residential Agricultural Parcel (SRAP) Overlay Zone and the requirements under which such an overlay zoning amendment approval could be granted.

An important aspect of the overlay requirements is to prevent impacts the County's existing agricultural resources. As such, during the Commission's review, the Commission is charged with making recommendations to the Board on a number of specific code required findings that must be made. Should the Commission be unable to make the these required findings, then the Commission can not recommend approval of the overlay zone and would have to deny the proposed Tentative Parcel Map. If the Commission is able to make the required findings, then the Commission would recommend approval of the overlay zone map amendment application, and approve the proposed Tentative Parcel Map subject to approval of the rezoning application by the Board of Supervisors.

SURROUNDING LAND USE AND COMPATIBILITY

The project site has been used as a part of a commercial agricultural operation (orchards) for years. Surrounding parcels are also in orchards. There is an existing residence surrounded by orchards just across the Grevie Road to the northeast and another residence surrounded by orchards approximately 1,000 feet to the south across Eddy Road. Considering the historic use of the property as an orchard with the residences the project is not anticipated to create any issues with the surrounding uses.

ANALYSIS:

General Plan and Zoning

The property has a General Plan land use designation of Agriculture General (AG) and zoning designation of Exclusive Agriculture (E-A). As the Commission is aware, the Agriculture General (AG) General Plan land use designation normally requires a 40-acre minimum as does the E-A zoning district. However, as part of the approval of the small residential agricultural parcel overlay zone, the Board approved a General Plan

Amendment #PD-22-36 (Board Resolution 23-019) which amended Footnote #1 of Land Use Element Table LU-1 to add the underlined text as follows:

"1. Existing legal parcels smaller than the minimum parcel size may remain as legal parcels. In the Agricultural General and Agricultural Upland General Plan Land Use Designations, parcels less than the minimum parcel size may be created pursuant to a zoning overlay zone which requires the parcels within a uniquely designated overlay zone in total meet the minimum parcel size, that there is no increase in residential density, and other requirements as may be adopted by the Board."

Accordingly, the proposed project would be consistent with the General Plan provided that the proposed parcel map meets the requirements of the Small Residential Agricultural Parcel Overlay Zone requirements. Ordinance No. 831 (codified as Section 44-2.80.030 in the County Code) establishes the specific findings that must be met in order to approve an SRAP overlay zoning map amendment and accompanying parcel map. The following section provides an analysis of the required findings that must be met in order for the Commission to recommend approval of the proposed overlay zone map amendment to the Board and to be able to conditionally approve the proposed Tentative Parcel Map.

SRAP OVERLAY ZONING MAP AMENDMENT:

SRAP Overlay Zone Development Standards (Section 44-2.80.030.c)

An analysis of the required development standards against the project is as follows:

(1) The single-family parcel shall be the smallest size required to support the necessary water and septic systems and access in a logical and reasonable configuration, typically two to three acres. The larger, nonresidential agricultural parcel together with the single-family parcel shall equal or exceed the minimum parcel size for the underlining agricultural zoning district.

Analysis: The proposed residential parcel will be 2.488 acres, including a single-family residence, and assessor dwelling unit, and accessory residential structures. Staff believes that this is a reasonable acreage to accommodate current infrastructure and is within the SRAP overlay 2-3 acre typical standard. Water and septic currently in use by the residences will remain unchanged throughout this process, and provide adequate accommodations. There is no anticipation of additional residential development on the parcel, as it is currently at density maximum. Proper access to the residences and accessory structures will be maintained throughout the residential parcel and logically reflects current access by owners. Subdividing the residential parcel from the larger agricultural parcel will not impede access for continued agricultural uses; the parcel has a separate access point north of the residential parcel. The agricultural workshop and working barn will remain on the resulting agricultural parcel. The combination of

the 2.488 acre residential parcel and the 37.512 acre agricultural parcel combine to meet the 40 acre minimum parcel size in an E-A zone.

(2) An existing habitable home is located on the small single-family parcel that is at least twenty years old.

Analysis: The resulting small single-family parcel currently has two residences, both of which are over twenty years old. The main house was constructed in 1949, and the original residence (ADU) was constructed in 1914. Both of the residences are currently habitable and in good condition.

(3) Any future reconstruction or remodeling of the existing home shall be consistent and complimentary to the existing architectural style of the existing home to the satisfaction of the community development director. Should the community development director determine that any changes would be a substantial deviation, such as increasing the size of the home by over twenty-five percent or changing the architectural style, the director may refer the change to the planning commission for review and approval.

Analysis: As part of any future building permit application, the application would be reviewed for conformance with this requirement. However, in order to ensure that this requirement is conveyed to any future property owner, staff has recommended that as a condition of any Tentative Parcel Map approval, a notation be placed on the map reiterating this requirement.

SRAP Overlay Zone Findings (Section 44-2.80.030.e)

In order for the Planning Commission to be able to recommend that the Board of Supervisors approved the SRAP overlay rezoning application, the Commission must be able to make the required findings:

(1) The proposed small residential agricultural parcel combined with the larger, resultant agricultural parcel does not exceed the total residential density allowed under the base zoning classification or the General Plan land use designation;

Analysis: The parcel is zoned E-A, which allows for one single-family unit and one accessory unit. This will apply to the small single-family residential parcel created through the overlay. Currently, the residential portion of the parcel is at density maximum (existing single-family home and ADU). Approval of the overlay will not cause the parcel to exceed the total residential density allowed under the E-A classification.

(2) The property involved with the overlay rezoning application is currently engaged in commercial agricultural activities;

Analysis: The property is currently engaged in commercial agricultural activities (orchards). Applicant stated that the property has been continuously engaged in

commercial agricultural use since 1912.

(3) Adequate provisions have been made for sewer and water services and vehicular access.

Analysis: This is a standalone property with septic, water and electrical included in the proposed parcel. Consideration has been given to ensure additional space along the western portion of the residential parcel for secondary and/or backup wells and septic, should the need arise. Provisions have been made regarding septic and water within the overlay, along with an expanded buffer zone between the overlay property lines and existing orchard. The property lines proposed would ensure vehicular access around the entire parcel overlay without compromise to the remaining agricultural operation.

(4) The applicant has submitted detailed information describing how the residential use of the small, residential agricultural parcel will not impact the continued agricultural use of the larger, resultant agricultural parcel or the agriculture activities in the surrounding area, or cause a proliferation of applications for small, residential agricultural parcels.

Analysis: Application of the SRAP overlay to subdivide the small single-family residential parcel will have no impact on existing farming operations on the parcel. The residential parcel has a separate access point and does not hinder access to the agricultural areas. Two farming workshops currently on the property will remain on the agricultural portion, and the amount of workable area remaining gives the existing operation room for continuance of all activities without conditions. Staff believes that the overlay will not cause a proliferation of applications as the remaining acreage is utilized, and additional applications would not be permitted.

(5) The applicant has submitted detailed information describing the justification to create the small residential agricultural parcel in order to preserve an existing residence, to provide housing that will be used to support the existing agricultural activities, or other types of justification that support the creation of the small, residential agricultural parcel.

Analysis: The SRAP overlay affords landowners the ability to partition single-family residences on E-A parcels from the agricultural uses on the parcels, provided that density limitations are observed. Through the overlay, preservation of historic farmhouses and other residences becomes economically feasible; without it, these residences would be slated for demolition and replaced with additional agricultural activity. Separation of the residential and agricultural interests on the property allow the uses to occur independently of one another, offering increased opportunity to preserve their agricultural interests without residential ties to the parcel. The parcel owners for this application do not wish to move into the residences, but intend to continue agricultural operations on the resulting agricultural parcel.

(6) Should the property be subject to a Williamson Act contract, a nonrenewal application for the small residential parcel has been submitted as part of the parcel or tentative subdivision map application and that a condition of approval of the map has been included which requires that the area of the small residential parcel be nonrenewed from the existing Williamson Act contract prior to recordation of the parcel or final subdivision map.

Analysis: The property is not subject to a Williamson Act contract and therefore no contract nonrenewal request is necessary.

(7) The proposed project shall not be substantially detrimental to adjacent property and will not materially impair the purposes of the agricultural provisions of the General Plan and the County Code, or negatively impact the public interest.

Analysis: The proposed project will not be substantially detrimental to adjacent property or materially impair either agricultural provisions or the public interest. The overlay does not change or increase uses on the property; in effect, it limits existing E-A uses in each area to their specific overlay zones. In general, the small lot is limited to residential uses and the large lot is limited to agricultural uses. Applicant states that the SRAP overlay will actually benefit the residential area of the property and surrounding area, as the residences will become occupied and maintained upon approval of this application.

TENTATIVE PARCEL MAP

Subdivision Ordinance

Section 4.02 of the County Subdivision Ordinance requires the following findings be made in order to approve a tentative parcel map:

(a) The proposed map or the design or improvement of the proposed subdivision is consistent with applicable general and specific plans.

Analysis: The proposed tentative parcel map is a status quo subdivision that will parcel-off the residential uses already existing on the property. As discussed under the SRAP development standards and findings sections detailed earlier in this staff report, staff believes that the proposal is consistent with the Colusa County General Plan and Colusa County Zoning Ordinance.

The parcel is designated Agriculture General, under which E-A is an approved Zoning classification. Under the Agriculture Element of the General Plan, Goal AG-1 identifies the County objective of preservation and protection of agricultural land against detrimental urbanization. The Small Residential Agricultural Parcel Overlay Zone (SRAP Overlay Zone) mitigates this Goal by preserving existing agricultural land. The proposed map is consistent with the SRAP overlay, Ordinance 831, which allows for the creation of

small residential parcels from larger agricultural parcels to annex single-family residences from current agricultural uses on the property. Through the overlay, the following under Goal AG-1 are met:

Objective LU-1A: *"Lands designated Agriculture General are planned to be preserved for agricultural uses and the intent of the designation is to preserve such lands for existing and future agricultural use and protect these lands from the pressure of development"*

Table LU-1: *"Single-Family Residential: One residence per agricultural parcel, one second dwelling unit for relative, caretaker, or employee per agricultural parcel."*

(b) The site is physically suitable for the type of development, or for the density of development proposed.

Analysis: Staff believes that this site is ideal for application of the SRAP overlay, and the density of the resulting parcels is in compliance with E-A zoning limitations. The parcel is located among other agriculture parcels with single-family residences, and the overlay will not contribute to significant urbanization or have any bearing on the surrounding properties. The intent of the SRAP overlay is to allow the single-family residences to be separated from the agricultural uses to preserve the uses in the agricultural portion while allowing the residential uses to be preserved. The SRAP intends to conserve historic homes that may otherwise be subject to demolition and replaced with agricultural uses. All of the objectives of the SRAP overlay are met through this application.

(c) The design of the subdivision or the proposed improvements are not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat, or that they provide reasonable public access to public resources per Article 3.5 of the Subdivision Map Act.

Analysis: The application of the SRAP overlay does not expand uses on the existing parcel; in effect, the overlay actually restricts uses on both resulting parcels to agriculture only (Parcel 1) and residential only (Parcel 2), instead of general E-A uses. The overlay does not cause substantial environmental damage or contribute negatively to wildlife or habitat, as there is no expansion of current use. There are no public resources on this property or adjacent to it, therefore no public access is limited.

(d) The design of the subdivision or the type of improvements is not likely to cause serious public health problems.

Analysis: Staff believes that this TPM as part of the SRAP overlay will not cause serious public health problems or contribute to existing problems. The SRAP will not change or expand uses on the property or increase traffic, noise, or contribute to other public nuisance.

(e) The design of the subdivision or the type of improvements will not conflict with easements acquired by the public at large, for access through or use of, property within the proposed subdivision. The planning commission may approve a map if it finds that the alternate easements, for access or for use, will be provided, and that these will be substantially equivalent to ones previously acquired by the public. This subsection shall apply only to easements of record or to easements established by judgment of a court of competent jurisdiction. The county does not have authority to determine that the public at large has acquired easements for access through or use of property within a proposed subdivision.

Analysis: There are no public easements affected by the TPM or the SRAP overlay for this parcel, no alternatives are necessary to meet this requirement.

(f) The discharge of waste from the proposed subdivision into a sewer system or into an individual sewage disposal system would not result in violation, or add to a violation, of existing requirements prescribed by a California Regional Water Quality Control Board.

The residences on the resulting residential parcel have existing permitted connections to both water and sewer services. The overlay will not result in any changes to the septic discharge by residents of this parcel, and no other residential infrastructure is allowed per density regulations. The overlay will not result in a violation or add to a violation of existing California Regional Water Quality Control Board requirements.

As detailed above, staff believes the six (6) required findings are met by the tentative parcel map. In addition, staff also believes that the proposed subdivision is consistent not only with the specific regulations codified in the SRAP regulations but also consistent with the purpose and intent for which the SRAP regulations were put in place.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

Since no change in land use will result from the project it is exempt from CEQA under Title 14, Article 5 of the California Code of Regulations, sections 15060(c)(2) because this project will not result in a direct or reasonably foreseeable indirect physical change in the environment, and 15061(b)(3) because there is no possibility that this project may have a significant effect on the environment.

SUMMARY

Staff believes that this application, the first of the SRAP overlay zone, is why this overlay zone was developed to preserve historic residences in the County. Upon Board of Supervisors' approval of the rezoning application, the proposed subdivision would be consistent with the zoning requirements. No significant impacts to the environment will occur with implementation of the conditions of approval. Based upon the totality of

the record, staff is recommending the Planning Commission approve the project by making the motion previously listed.

RESOLUTION NO. 24-__

Attachment #1

**RESOLUTION OF THE COLUSA COUNTY PLANNING COMMISSION APPROVING
A TENTATIVE PARCEL MAP (PD-24-12) CONTINGENT UPON APPROVAL OF THE
ZONING AMENDMENT (PD-24-12) FOR DAURICE KALFSBEEK-SMITH**

WHEREAS, Daurice Kalfsbeek-Smith filed an application for a Zoning Amendment to rezone a 40 acre parcels (APN 022-150-140) from the Exclusive Agriculture (E-A) Zoning Designation to Exclusive Agriculture/Small Residential Agricultural Parcel (SRAP) Overlay Zone;

WHEREAS, Daurice Kalfsbeek-Smith also filed a concurrent application with the Colusa County Community Development Department to subdivide said acre property (022-150-140) into a 37.512 acre parcel (Parcel #1) and a 2.488 acre parcel (Parcel #2), as detailed in Exhibit “A” attached hereto;

WHEREAS, the County of Colusa is the Lead Agency and pursuant to the California Environmental Quality Act and determined Statutory Exemptions are appropriate and was prepared for the proposed Tentative Parcel Map;

WHEREAS, a Notice of Public Hearing for consideration of the proposed Rezoning and Tentative Parcel Map was published in accordance with all applicable requirements; and

WHEREAS, the Planning Commission held a public hearing on the project on June 5th, 2024, at which time the Commission considered all information submitted by County staff and public testimony.

NOW, THEREFORE, BE IT RESOLVED that the Colusa County Planning Commission based on facts in the Staff Report, written and oral testimony, and exhibits presented does the following:

- I. Adopts Statutory Exemptions, specifically, the project is considered exempt from CEQA under pursuant to Title 14, Article 7 of the California Code of Regulations Sections 15060(c)(2) because this project will not result in a direct or reasonably foreseeable indirect physical change in the environment, and 15061(b)(3) because there is no possibility this ordinance may have a significant effect on the environment.
 - A. Find that the proposed Categorical Exemption is adequate and reflects the independent judgment and analysis of the County, which is the lead agency.
- II. Approves the tentative parcel map as attached in Exhibit “A” subject to conditions found attached as Exhibit “B” and the following Findings:

FINDINGS

- A. The proposed project will not impair the integrity and character of the zone in which the land lies, and that the use would not be injurious or detrimental to the health, safety and general welfare of the persons residing or working in the neighborhood, or to the general health, safety and welfare of the County.
 1. The project would not be unreasonably incompatible with surrounding land uses in the area.
 2. The project is in a zoning classification conditionally suitable for the proposed use.

Attachment #1

3. The configuration of the parcels and improvement of the property will not conflict with easements, access through or use of the property.
 4. Approval of this project will not be detrimental to the public health, safety and welfare with compliance of the required conditions of approval.
- B. The project is consistent with the Colusa County General Plan Land Use Element goals and policies for the Agriculture General (AG) land use designation.
- C. The proposed parcel map is consistent with the Colusa County Zoning Ordinance's Exclusive Agriculture (E-A) Zoning Designation and the SRAP Overlay Zone (Ordinance 831) regulations contingent upon Board of Supervisors' approval of the Rezoning Map Amendment (PD-24-12).

PASSED AND ADOPTED this 5th day of June, 2024, by the following vote:

AYES:

NOES:

ABSENT:

Elizabeth Yerxa, Chair, Planning Commission

ATTEST: Greg Plucker, Secretary to the
Colusa County Planning Commission

Ann Nordyke, Chief Deputy Board Clerk

APPROVED AS TO FORM:

Jennifer Sutton, Sr. Deputy Counsel

Attachment: Attachment #1 Planning Commission Resolution 24-007 and Staff Report (10200 : Resolution Approving Recordation of Parcel

Exhibit A

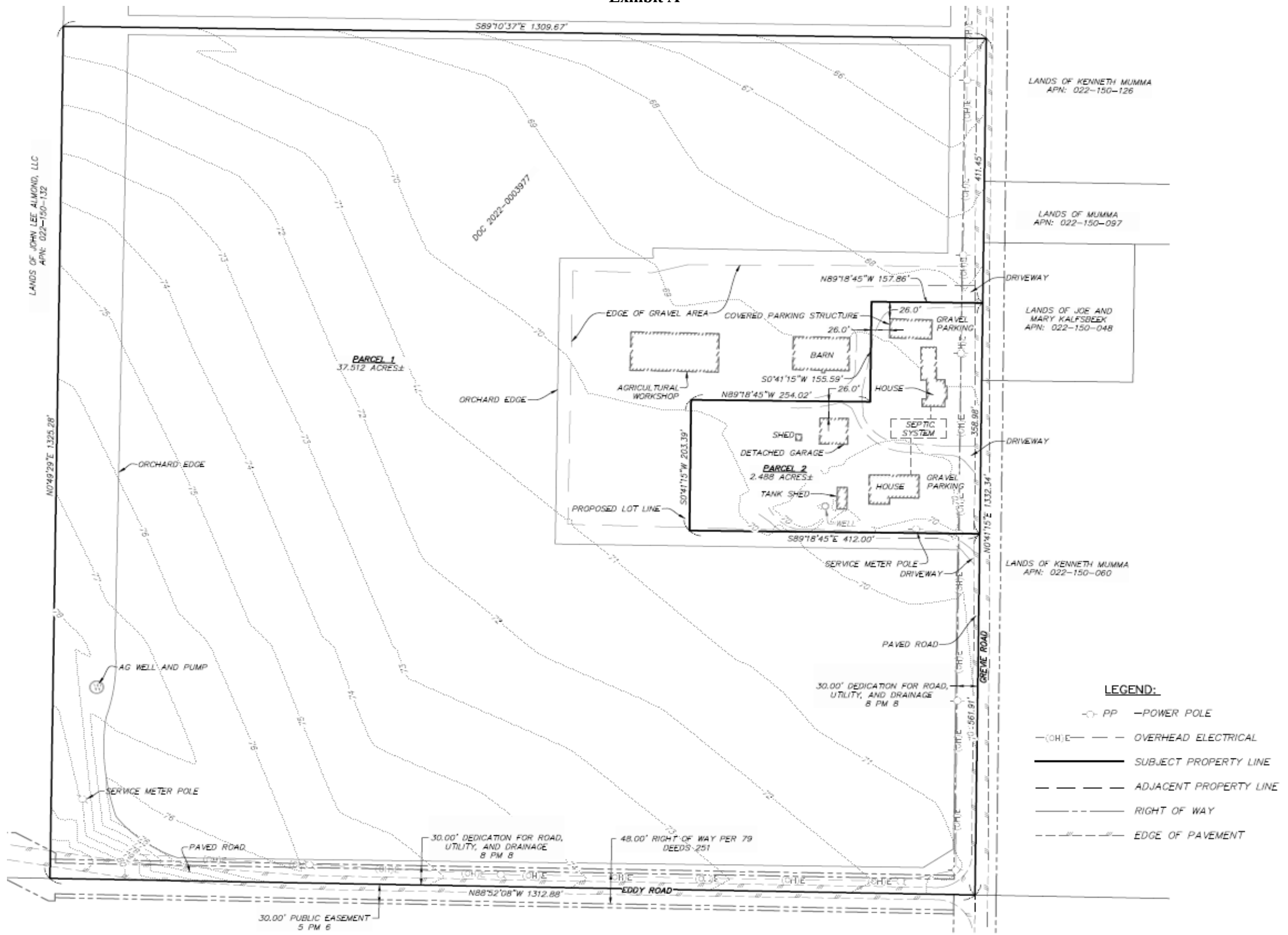


EXHIBIT B**Attachment #1**

Tentative Parcel Map Conditions for Daurice Kalfsbeek-Smith, Tentative Parcel Map dividing an existing 40.0 acre parcel into Parcel #1 – 37.512 acres and Parcel 2 – 2.488 acres.

CONDITIONS OF APPROVAL:Department of Planning and Building

1. The final Parcel Map shall conform to Tentative Map PD-24-12 submitted and on file at the Colusa County Community Development Department and as approved by the Colusa County Planning Commission.
2. The applicant agrees, as a condition of issuance and use of this entitlement, to hold harmless, indemnify and defend the County, at applicant's sole cost and expense, in any claim, action, or proceeding brought against the County after the issuance of this entitlement because of, or resulting from, or related to, any preliminary approval or actual issuance of this entitlement. Applicant will reimburse the County for any damages, costs of any kind including staff time, and attorney fees, including court ordered attorney fees, resulting from any such claim, action or proceeding. The County shall promptly notify the applicant of any such claim, action, or proceeding and will cooperate in its defense. The County may also, at its sole discretion, participate in the defense of any such claim, action, or proceeding but such participation shall not relieve applicant of its obligations under this condition.
3. The applicant shall also comply with all state, federal and local statutes, ordinances and regulations.
4. The tentative approval the Kalfsbeek-Smith Parcel Map (PD-24-12) is contingent upon the Board of Supervisors approval of the applicable rezoning (PD-24-12) of APN 022-150-140 to Exclusive Agriculture/Small Residential Agricultural Parcel and will not become effective until 30 days after Board of Supervisors approval of said rezoning. This approval will expire immediately should the Board deny the applicable rezoning or if no decision is made shall expire pursuant to Section 44-1.90.070.A of the County Code should the rezoning not be approved within 24 months of the date of adoption of this resolution unless a time extension has been processed pursuant to the County Code.
5. A "Conditions of Approval" section shall be included on the Parcel Map recordation cover page, stating that the conditions required for the development of the parcels created by this parcel map shall be completed in accordance with the conditions approved by the Planning Commission on said approval date. It will state that any future alterations to the existing residences shall follow the requirements under Ordinance 831 to the satisfaction of the Community Development Director, and will require prior approval. This notice shall also state that these conditions are on file with the Colusa County Community Development Department and shall list the applicable development conditions. The final wording of this section shall be subject to the Community Development Director's review and approval prior to final map recordation.

Attachment #1Environmental Health

6. Prior to new/modified well construction, the applicant shall obtain all necessary permits from the Colusa County Environmental Health Division.
7. Prior to new/modified on-site sewage disposal construction, the applicant shall obtain all necessary permits from the Colusa County Environmental Health Division.

Public Works

8. Any work within the County Road Right-of-way shall require an encroachment permit.

NOTATION:

A minor change(s) may be approved administratively by the Planning Director pursuant to Section 44-1.90.080(B)(1-5) of the Colusa County Code.

Should the Planning Director determine that any proposed change(s) does not qualify under the provisions of Section 44-1.90.080(B)(1-5), said change(s) shall be processed pursuant before the original review authority pursuant to Section 44-1.90.080(C, D, E) of the Colusa County Code.

RESOLUTION NO. 24-__

Attachment #1

**RESOLUTION OF THE COLUSA COUNTY PLANNING COMMISSION
RECOMMENDING TO THE BOARD OF SUPERVISORS ADOPTION OF
STATUTORY EXEMPTIONS AND APPROVAL OF ZONING MAP AMENDMENT
FOR PD-24-12 FOR DAURICE KALFSBEEK-SMITH**

WHEREAS, Daurice Kalfsbeek-Smith filed an application for a Zoning Amendment to rezone APN 022-150-140 from Exclusive Agriculture (E-A) to Exclusive Agriculture/Small Residential Agricultural Parcel (SRAP) Overlay Zone, as detailed in Exhibit “A” attached hereto and a concurrent application to subdivide an existing 40.0 acre property (022-150-140) into a 37.512 acre parcel (Parcel #1) and a 2.488 acre parcel (Parcel #2);

WHEREAS, the County of Colusa is the Lead Agency and pursuant to the California Environmental Quality Act and determined a Statutory Exemption is appropriate and was prepared for the proposed Tentative Parcel Map;

WHEREAS, Notices of Public Hearing for consideration of the proposed Zoning Amendment were published in accordance with all applicable requirements; and

WHEREAS, the Planning Commission held a public hearing on the project on June 5th, 2024, at which time the Commission considered all information submitted by County staff and public testimony.

NOW, THEREFORE, BE IT RESOLVED that the Colusa County Planning Commission based on facts in the Staff Report, written and oral testimony, and exhibits presented does the following:

- I. Adopts Statutory Exemptions, specifically, the project is considered exempt from CEQA under pursuant to Title 14, Article 7 of the California Code of Regulations Sections 15060(c)(2) because this project will not result in a direct or reasonably foreseeable indirect physical change in the environment, and 15061(b)(3) because there is no possibility this ordinance may have a significant effect on the environment.
 - A. Find that the proposed Categorical Exemption is adequate and reflects the independent judgment and analysis of the County, which is the lead agency.
- II. Recommends approval of the zoning map amendment application as detailed in Exhibit “A” (PD-24-12), subject to the following Findings:

FINDINGS

- A. The proposed project will not impair the integrity and character of the zone in which the land lies, and that the use would not be injurious or detrimental to the health, safety and general welfare of the persons residing or working in the neighborhood, or to the general health, safety and welfare of the County.

Attachment #1

1. The project would not be unreasonably incompatible with surrounding land uses in the area.
 2. The project is in a zoning classification conditionally suitable for the proposed use.
 3. The configuration of the parcels and improvement of the property will not conflict with easements, access through or use of the property.
 4. Approval of this project will not be detrimental to the public health, safety and welfare with compliance of the required conditions of approval.
- B. The project is consistent with the Colusa County General Plan Land Use Element goals and policies for the Agriculture General (AG) land use designation.
- C. The project is consistent with the Colusa County Zoning Ordinance's Exclusive Agriculture (E-A) regulations and consistent with the required findings for the Small Residential Agricultural Parcel (SRAP) Overlay Zone as detailed in the Planning Commission's staff report for the subject application.

PASSED AND ADOPTED this 5th day of June, 2024, by the following vote:

AYES:

NOES:

ABSENT:

Elizabeth Yerxa, Chair, Planning
Commission

ATTEST: Greg Plucker, Secretary to the
Colusa County Planning Commission

Ann Nordyke, Chief Board Clerk

APPROVED AS TO FORM

Jennifer Sutton, Sr. Deputy County Counsel

EXHIBIT "A"
PD-24-12 Zoning Map Amendment

Attachment #1

Existing Zoning
Exclusive Agriculture (E-A)



Proposed Zoning
Exclusive Agriculture - Small Residential Agricultural Parcel Overlay (E-A/SRAP)



Attachment #1

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT the Colusa County Planning Commission will conduct Public Hearings on June 5, 2024 beginning at 9:00 a.m. in the Board of Supervisors Chambers located at 546 Jay Street, Suite 108, Colusa, CA, to consider the following applications:

Zoning Amendment, Tentative Parcel Map #PD-24-12 (Daurice Kalfsbeek Smith) – A Resolution recommending the Board of Supervisors approve a CEQA Statutory Exemption and a Zoning Amendment to apply the Small Residential Agricultural Parcel (SRAP) Overlay Zone to a 40.00 acre+ parcel. Adoption of a Resolution to approve a Statutory Exemption and a Tentative Parcel Map to divide said 40.00 acre+ parcel into an approximate 2.42 acre small residential agricultural parcel and an approximate 37.58 agricultural parcel. The property is located at 437 Grieve Road, Arbuckle (APN: 022-150-140), at the southwest corner of Eddy Road and Grieve Road, approximately 4.5 miles southeast of Arbuckle.

Tentative Parcel Map #PD-24-9 (Brien Hamilton) – Adoption of a Resolution to approve a CEQA Categorical Exemption and a Tentative Parcel Map to divide a 10.22-acre parcel into four parcels: 1.40 acres, 2.16 acres, and 2.25 acres, and 3.46 acres. The subject parcel is zoned Residential Single-Family, 8,000 sq. ft. min. (R-1-8), and is located at 2418 Engraham Road (APN 016-230-031), approximately .25 mile south of the City of Williams.

If you have questions or concerns regarding these matters, or would like to submit comments you may do so to the following: Secretary to the Planning Commission, 1213 Market Street, Colusa, CA (530)458-0480, or by e-mail at gplucker@county-ofcolusa.com. All persons are invited to attend and be heard. Additional documentation is available for review in accordance with Agenda Scheduling Deadlines at the Office of the Clerk of the Board, 547 Market Street, Ste. 102, Colusa, CA (530)458-0508. All persons are invited to attend and be heard.

If you challenge the proposed projects or environmental determinations in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered at, or prior to, the public hearing.

Dated: May 17, 2024

By: ORIGINAL SIGNED
Patricia Rodriguez, Deputy Clerk

05/24/2024 · CCPR



COLUSA COUNTY TAX COLLECTOR

Attachment #2

6.2.d

Daniel A. Charter

Colusa County Treasurer/Tax Collector, 547 Market St. Suite 111
Colusa, CA 95932
(530) 458-0440

Date: 11/28/2024
Time: 9:53:35AM
Page: 1 of 1

PAYMENT RECEIPT

Payor:

KALFSBEEK JOE & MARY K LIVING TR ET AL
437 GREVIE ROAD
ARBUCKLE CA 95912

Assessee:

KALFSBEEK JOE & MARY K LIVING TR ET AL
437 GREVIE ROAD
ARBUCKLE CA 95912

Parcel(s) Paid	Tax Year	Taxes
022-150-142-000	2024	5,532.24
1st Instl Description	Amt	
Tax	2,766.12	
2nd Instl Description	Amt	
Tax	2,766.12	
TOTAL TAXES AND FEES		5,532.24

Payment(s) Tendered	Transactions	Total
Check # 32528	1	5,532.24
Register NN08 Collection 2	Total Tendered:	5,532.24
	Change Given:	0.00

THANK YOU FOR YOUR PAYMENT.
jgutierrezcano

**Request For County Board of Supervisors Action**

MEETING DATE: December 17, 2024

DEPARTMENT: County Administrative Office

FROM: Kaline Moore

SUBJECT: Approve FY24/25 Revenue and Appropriations Inter-Budget Adjustment No. IB-008 - IB-012. (4/5 vote required)

Approve FY 24/25 Revenue and Appropriations Inter-Budget adjustment IB-008-IB-012.
(4/5 vote required)

Detailed Description/Background of request

Increase/Decrease Revenue and Appropriations to recognize additional revenues received; use fund balances to cover unanticipated expenditures and/or reallocate expenditures. Department Heads and/or their fiscal staff will be present to address any adjustments that the Board may have questions about.

Inter-Budget Ledger - FY2024/25					
Department	Fund	Object	Dept	Amount	IB#
Sheriff - Jail	001	46847	534	31,460.00	IB-008
Sheriff - Jail	001	53999	534	31,460.00	
Community Development	001	45470	576	25,000.00	IB-009
Community Development	001	53999	576	11,099.00	
Water Resources	001	53999	561	3,626.00	
LAFCO	001	53999	574	4,888.00	
General Fund	001	31960	000	9,790.00	
Courthouse Construction	108	31960	000	15,822.00	
Building Fund	009	48030	480	15,822.00	
Courthouse Construction	108	59452	109	15,822.00	
Building Fund	009	57361	480	15,822.00	
Mental Health	003	45479	713	400,000.00	
Mental Health	003	59390	713	400,000.00	
Mental Health Services Fund	272	55270	272	400,000.00	
Mental Health Services Fund	272	55280	272	(400,000.00)	
Ag Commissioner	001	47983	560	500.00	
Ag Commissioner	001	53278	560	500.00	

Prior Board Action

None

Fiscal Impact/Funding Source

See detailed report on the attached adjustment forms.

Action for the Clerk

None

ATTACHMENTS:

- IB-008 - IB-011 (PDF)
- IB-012 560 Inter-Budget FY24-25 Recognize Rev - Farm Bureau (PDF)

INTER-BUDGET ADJUSTMENT

REQUEST FOR APPROPRIATION OR TRANSFER OF FUNDS

Department Name: Sheriff - Jail Budget

Submitted By: James Pastorino

Digitally signed by James Pastorino
 DN: cn=James Pastorino, o=colusa county, ou=sheriff, email=jpastorino@countyofcolusa.com, c=US
 Date: 2024.10.28 16:26:57 -0700'

Explanation: Requesting to increase revenue and appropriations listed below to offset imposed budget reduction shortfall of 0.82% cut to the Jail budget. Requesting to increase revenue by \$31,460.00. Number is calculated as follows: 242 billable days at \$65 per day multiplied by two individuals.

* Previous Intra Budget Adjustment remaining balance for imposed budget reduction balance is - \$31,460.

TO INCREASE (DECREASE) REVENUE

FUND NUMBER	OBJECT CODE	DEPT NUMBER	ACCOUNT NAME	CURRENT AMT. BUDGETED	REVISED AMT. BUDGETED	ADJUSTMENT AMOUNT
001	46847	534	Prisoner Maint & Meals - Federal	\$ 70,200.00	\$ 101,660.00	\$ 31,460.00
						\$ 0.00
						\$ 0.00
						\$ 0.00
						\$ 0.00
						\$ 0.00
						\$ 0.00
						\$ 0.00
						\$ 0.00
						\$ 0.00
						\$ 0.00
						\$ 0.00
					Total	\$ 31,460.00

TO INCREASE (DECREASE) APPROPRIATIONS

FUND NUMBER	OBJECT CODE	DEPT NUMBER	ACCOUNT NAME	CURRENT AMT. BUDGETED	REVISED AMT. BUDGETED	ADJUSTMENT AMOUNT
001	53999	534	Imposed Budget Reduction	-\$ 31,460.00	\$ 0.00	\$ 31,460.00
						\$ 0.00
						\$ 0.00
						\$ 0.00
						\$ 0.00
						\$ 0.00
						\$ 0.00
						\$ 0.00
						\$ 0.00
						\$ 0.00
						\$ 0.00
						\$ 0.00
					Total	\$ 31,460.00

Fiscal Year: 2024/25

Board Date: 12/17/2024

Inter-Budget Log #: IB- 008

OpenGov Amendment #:

Attachment: IB-008 - IB-011 (10184 : FY24/25 Inter-Budgets)

INTER-BUDGET ADJUSTMENT

REQUEST FOR APPROPRIATION OR TRANSFER OF FUNDS

Department Name: Community DevelopmentSubmitted By: Gregory A PluckerDigitally signed by Gregory A Plucker
Date: 2024.10.29 14:28:56 -07'00'

Explanation: To recognize additional Drought Resiliency Grant funds and allocate to the imposed budget reduction line items and the balance to the General Fund balance. So far an estimated \$3,500 in staff time has accumulated since September.

TO INCREASE (DECREASE) REVENUE

FUND NUMBER	OBJECT CODE	DEPT NUMBER	ACCOUNT NAME	CURRENT AMT. BUDGETED	REVISED AMT. BUDGETED	ADJUSTMENT AMOUNT
						\$ 0.00
001	45470	576	State Grant Award	\$ 0.00	\$ 25,000.00	\$ 25,000.00
						\$ 0.00
						\$ 0.00
						\$ 0.00
						\$ 0.00
						\$ 0.00
						\$ 0.00
						\$ 0.00
						\$ 0.00
						\$ 0.00
						\$ 0.00
					Total	\$ 25,000.00

TO INCREASE (DECREASE) APPROPRIATIONS

FUND NUMBER	OBJECT CODE	DEPT NUMBER	ACCOUNT NAME	CURRENT AMT. BUDGETED	REVISED AMT. BUDGETED	ADJUSTMENT AMOUNT
						\$ 0.00
001	53999	576	Imposed Budget Reduction	-\$ 11,099.00	\$ 0.00	\$ 11,099.00
001	53999	561	Imposed Budget Reduction	-\$ 3,623.00	\$ 0.00	\$ 3,623.00
001	53999	574	Imposed Budget Reduction	-\$ 488.00	\$ 0.00	\$ 488.00
001	31960	000	Fund Balance	\$ 0.00	\$ 9,790.00	\$ 9,790.00
						\$ 0.00
						\$ 0.00
						\$ 0.00
						\$ 0.00
						\$ 0.00
						\$ 0.00
						\$ 0.00
					Total	\$ 25,000.00

Fiscal Year: 2024-25Board Date: 12/17/2024Inter-Budget Log #: IB- 009

OpenGov Amendment #: _____

Attachment: IB-008 - IB-011 (10184 : FY24/25 Inter-Budgets)

Colusa County Board of Supervisors

Agenda Request

INTER-BUDGET ADJUSTMENT

REQUEST FOR APPROPRIATION OR TRANSFER OF FUNDS

Department Name: Courthouse Construction/ Building Fund

Submitted By: Robert Zunino

Digitally signed by Robert Zunino
Date: 2024.11.18 15:19:02 -08'00'

Explanation: Request to use fund balance in the Courthouse Construction fund to cover the cost of replacing a window in the judges chambers at the Historic Courthouse. Allocating those funds to the proper accounts to process the billing.

TO INCREASE (DECREASE) REVENUE

FUND NUMBER	OBJECT CODE	DEPT NUMBER	ACCOUNT NAME	CURRENT AMT. BUDGETED	REVISED AMT. BUDGETED	ADJUSTMENT AMOUNT
						\$ 0.00
108	31960	000	Fund Balance	\$ 0.00	\$ 15,822.00	\$ 15,822.00
						\$ 0.00
						\$ 0.00
009	48030	480	Transfers In	\$ 2,229,348.00	\$ 2,245,170.00	\$ 15,822.00
						\$ 0.00
						\$ 0.00
						\$ 0.00
						\$ 0.00
						\$ 0.00
						\$ 0.00
						\$ 0.00
					Total	\$ 31,644.00

TO INCREASE (DECREASE) APPROPRIATIONS

FUND NUMBER	OBJECT CODE	DEPT NUMBER	ACCOUNT NAME	CURRENT AMT. BUDGETED	REVISED AMT. BUDGETED	ADJUSTMENT AMOUNT
						\$ 0.00
108	59452	108	Transfers Out	\$ 184,167.00	\$ 199,989.00	\$ 15,822.00
						\$ 0.00
						\$ 0.00
009	57361	480	Structures & Improvements >\$5,000	\$ 22,720,135.00	\$ 22,735,957.00	\$ 15,822.00
						\$ 0.00
						\$ 0.00
						\$ 0.00
						\$ 0.00
						\$ 0.00
						\$ 0.00
					Total	\$ 31,644.00

Fiscal Year: 2024-25

Board Date: 12/17/2024

Inter-Budget Log #: IB- 010

OpenGov Amendment #: _____

Attachment: IB-008 - IB-011 (10184 : FY24/25 Inter-Budgets)

Colusa County Board of Supervisors

Agenda Request

INTER-BUDGET ADJUSTMENT**REQUEST FOR APPROPRIATION OR TRANSFER OF FUNDS**

Department Name: Behavioral Health

Submitted By: Jayro C Pina

Digitally signed by Jayro C Pina
Date: 2024.11.19 11:18:13 -08'00'

Explanation: Behavioral Health requests to increase the allocation in account 55270 in 272/272 (Fund/Dept) from account 59390 in 003/713 due to an increase in hospitalization costs of clients participating in the Full Service Partnership Program.

TO INCREASE (DECREASE) REVENUE

FUND NUMBER	OBJECT CODE	DEPT NUMBER	ACCOUNT NAME	CURRENT AMT. BUDGETED	REVISED AMT. BUDGETED	ADJUSTMENT AMOUNT
003	45479	713	Child Mental Health - EPSDT	\$ 4,124.00	\$ 404,124.00	\$ 400,000.00
						\$ 0.00
						\$ 0.00
						\$ 0.00
						\$ 0.00
						\$ 0.00
						\$ 0.00
						\$ 0.00
						\$ 0.00
						\$ 0.00
						\$ 0.00
						\$ 0.00
					Total	\$ 400,000.00

TO INCREASE (DECREASE) APPROPRIATIONS

FUND NUMBER	OBJECT CODE	DEPT NUMBER	ACCOUNT NAME	CURRENT AMT. BUDGETED	REVISED AMT. BUDGETED	ADJUSTMENT AMOUNT
272	55270	272	Support and Care of Persons	\$ 225,000.00	\$ 625,000.00	\$ 400,000.00
						\$ 0.00
						\$ 0.00
003	59390	713	Reimbursed Projects	-\$ 5,340,357.00	-\$ 4,940,357.00	\$ 400,000.00
						\$ 0.00
						\$ 0.00
272	55280	272	Contributions Other Agencies	\$ 1,445,377.00	\$ 1,045,377.00	-\$ 400,000.00
						\$ 0.00
						\$ 0.00
						\$ 0.00
						\$ 0.00
						\$ 0.00
					Total	\$ 400,000.00

Fiscal Year: 2024/25

Board Date: 12/17/2024

Inter-Budget Log #: IB- 011

OpenGov Amendment #: _____

Attachment: IB-008 - IB-011 (10184 : FY24/25 Inter-Budgets)

INTER-BUDGET ADJUSTMENT

REQUEST FOR APPROPRIATION OR TRANSFER OF FUNDS

Department Name: AG Commissioner

Submitted By: Leeann Price

Digitally signed by Leeann Price
Date: 2024.11.25 08:28:57 -08'00'

Explanation: Recognizing the Revenue we received from Colusa County Farm Bureau as a donation for supplies for the Annual Grower Meeting that will be held on December 4th, 2024. Need to adjust Meeting Expenses to cover the expense of supplies for the meeting.

TO INCREASE (DECREASE) REVENUE

FUND NUMBER	OBJECT CODE	DEPT NUMBER	ACCOUNT NAME	CURRENT AMT. BUDGETED	REVISED AMT. BUDGETED	ADJUSTMENT AMOUNT
001	47983	560	Miscellaneous Other Revenue	\$ 0.00	\$ 500.00	\$ 500.00
						\$ 0.00
						\$ 0.00
						\$ 0.00
						\$ 0.00
						\$ 0.00
						\$ 0.00
						\$ 0.00
						\$ 0.00
						\$ 0.00
						\$ 0.00
						\$ 0.00
					Total	\$ 500.00

TO INCREASE (DECREASE) APPROPRIATIONS

FUND NUMBER	OBJECT CODE	DEPT NUMBER	ACCOUNT NAME	CURRENT AMT. BUDGETED	REVISED AMT. BUDGETED	ADJUSTMENT AMOUNT
001	53278	560	Meeting Expenses	\$ 285.00	\$ 785.00	\$ 500.00
						\$ 0.00
						\$ 0.00
						\$ 0.00
						\$ 0.00
						\$ 0.00
						\$ 0.00
						\$ 0.00
						\$ 0.00
						\$ 0.00
						\$ 0.00
					Total	\$ 500.00

Fiscal Year: 2024-25
Board Date: 12/17/2024

Inter-Budget Log #: IB- 012
OpenGov Amendment #:

Attachment: IB-012 560 Inter-Budget FY24-25 Recognize Rev - Farm Bureau (10184 : FY24/25 Inter-Budgets)

**Request For County Board of Supervisors Action****MEETING DATE:** December 17, 2024**DEPARTMENT:** Administration**FROM:** Patricia Rodriguez

SUBJECT: Approve Special Claim as follows: Invoice#
Fund/Department Vendor
Amount 2606 Board of Supervisors Paris Kincaid
Wasiewski \$1612.50 2651 Board of Supervisors
Paris Kincaid Wasiewski 825.00 2631
Board of Supervisors Paris Kincaid Wasiewski
450.00 875895 Health & Human Svcs
Parents as Teachers 1325.00 876501 Health
& Human Svcs Parents as Teachers 220.00 876502
Health & Human Svcs Parents as Teachers 600.00
102424CLT11942 Behavioral Health Sutter Cntr for
Psychiatry 3467.94 091024CLT20400 Behavioral Health
Sutter Cntr for Psychiatry 4623.92 080924CLT9119
Behavioral Health Sutter Cntr for Psychiatry
4623.92 20454 Public Works
Three B's Toilet Rentals 246.00

Approve Special Claim as follows:

<u>Invoice#</u>	<u>Fund/Department</u>	<u>Vendor</u>	<u>Amount</u>
2606	Board of Supervisors	Paris Kincaid Wasiewski	\$1612.50
2651	Board of Supervisors	Paris Kincaid Wasiewski	825.00
2631	Board of Supervisors	Paris Kincaid Wasiewski	450.00
875895	Health & Human Svcs	Parents as Teachers	1325.00
876501	Health & Human Svcs	Parents as Teachers	220.00
876502	Health & Human Svcs	Parents as Teachers	600.00
102424CLT11942	Behavioral Health	Sutter Cntr for Psychiatry	3467.94
091024CLT20400	Behavioral Health	Sutter Cntr for Psychiatry	4623.92
080924CLT9119	Behavioral Health	Sutter Cntr for Psychiatry	4623.92
20454	Public Works	Three B's Toilet Rentals	246.00

Detailed Description/Background of request

Claims for Paris Kincaid Wasiewski are presented due to the contract having exceeding the maximum amount of \$10,000. A contract modification is being drafted for approval

at an upcoming meeting.

Parents as Teachers is an expired contract, we have not received a requisition from the department to prepare a modification.

Sutter Center for Psychiatry is presented as there is no contract in place with this vendor.

Three B's Toilet Rentals is an expired contract, we have not received a requisition from the department to prepare a modification.

We request approvals of these special claims.

Prior Board Action

none.

Fiscal Impact/Funding Source

as indicated on the claim

Action for the Clerk

None.

ATTACHMENTS:

- Board Approval 24-25 (PDF)
- Paris_Kincaid 2631 BOS CAO (PDF)
- Paris_Kincaid 2606-2651 BOS CAO (PDF)
- PARENTS_AS_TEACHER 876501 DHHS BOS (PDF)
- PARENTS_AS_TEACHERS 875895 DHHS BOS (PDF)
- SUTTER_CENTER_FOR_PSYCHIATRY_12.03.24 BH BOS (PDF)
- THREE_BS_20454 DPW BOS(PDF)

BOARD APPROVAL

12/17/2024

<u>Invoice #</u>	<u>Fund/Department</u>	<u>Vendor</u>	<u>Amount</u>
2606	BOARD OF SUPERVISORS <i>Exceeds Contract</i>	PARIS KINCAID WASIEWSKI	\$ 1,612.50
2651	BOARD OF SUPERVISORS <i>Exceeds Contract</i>	PARIS KINCAID WASIEWSKI	\$825.00
2631	BOARD OF SUPERVISORS <i>Exceeds Contract</i>	PARIS KINCAID WASIEWSKI	\$450.00
875895	HEALTH & HUMAN SERVICES <i>Expired Contract</i>	PARENTS AS TEACHERS	\$1,325.00
876501	HEALTH & HUMAN SERVICES <i>Expired Contract</i>	PARENTS AS TEACHERS	\$220.00
876502	HEALTH & HUMAN SERVICES <i>Expired Contract</i>	PARENTS AS TEACHERS	\$660.00
102424CLT1194	BEHAVIORAL HEALTH <i>No Contract</i>	SUTTER CNTR FOR PSYCHIATRY	\$3,467.94
091024CLT2040	BEHAVIORAL HEALTH <i>No Contract</i>	SUTTER CNTR FOR PSYCHIATRY	\$4,623.92
080924CLT9111	BEHAVIORAL HEALTH <i>No Contract</i>	SUTTER CNTR FOR PSYCHIATRY	\$4,623.92
20454	PUBLIC WORKS <i>Expired Contract</i>	THREE BS TOILET RENTALS	\$246.00

1.

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5.

Attachment: Board Approval 24-25 (10246 : Approve Special Claims)

1939

101-53180-101-7835

 Paris Kincaid Wasiewski^{LLP}

Colusa County Flood Control and Water Conservation District
 ATTN: Wendy G. Tyler, County Administrative Officer
 547 Market Street, Room 102
 Colusa, CA 95932

October 1, 2024

In Reference To: CCFCWCD-Zone 3
 Matter No. 3700

Invoice # 2631

PROFESSIONAL SERVICES

9/4/2024 VCK Review emails from zone 3 council meeting and questions related to
 membership in zone 3 from Dunnigan.

<u>Hours</u>	<u>Amount</u>
1.20	450.00
1.20	\$450.00

FOR PROFESSIONAL SERVICES RENDERED

101 53180 1010

 Paris Kincaid Wasiewski^{LLP}

Colusa County Flood Control and Water Conservation District
 ATTN: Wendy G. Tyler, County Administrative Officer
 547 Market Street, Room 102
 Colusa, CA 95932

September 1, 2024

In Reference To: CCFCWCD-Zone 3
 Matter No. 3700

Invoice # 2606

PROFESSIONAL SERVICES

			Hours	Amount
8/7/2024	VCK	Zone 3 review and research of appointment rules; provide guidance on appointment post closure of candidacy.	1.80	675.00
8/9/2024	VCK	Research USBR contracts outside the CVP; look at New Melones contracts.	0.80	300.00
8/12/2024	VCK	Sites weekly meeting; call with M. Urkov on funding and council.	1.10	412.50
8/15/2024	VCK	Review and respond to question on term appointments from W. Tyler.	0.60	225.00
FOR PROFESSIONAL SERVICES RENDERED			4.30	\$1,612.50

Attachment: Paris_Kincaid 2606-2651 BOS CAO (10246 : Approve Special Claims)

1800 J Street, Sacramento, CA 95811

Phone: (916) 993-3962

Fax: (916) 264-2040

pariskincaid.com

101531801017835



Colusa County Flood Control and Water Conservation District
 ATTN: Wendy G. Tyler, County Administrative Officer
 547 Market Street, Room 102
 Colusa, CA 95932

November 1, 2024

In Reference To: CCFCWCD-Zone 3
 Matter No. 3700

Invoice # 2651

PROFESSIONAL SERVICES

	<u>Hours</u>	<u>Amount</u>
10/23/2024 VCK Zone 3 council meeting; review Benefits and Obligations Contract and Landowner contract; discussion on USBR options.	2.20	825.00
FOR PROFESSIONAL SERVICES RENDERED	2.20	\$825.00

Attachment: Paris_Kincaid 2606-2651 BOS CAO (10246 : Approve Special Claims)

Invoice



Invoice Number 876501

Date: 11/12/2024

Page: 1 of 1

6 City Place, Suite 100, St. Louis, MO 63141

Phone: (314) 432-4330

Fax: (314) 403-7670

FEIN: 43-1569124

Bill To:

Colusa Home Visiting Program (CHVP)/County of Colusa
546 Jay Street
Suite 202
Colusa, CA 95932

Ship To:

Stephanie Rosas
251 E. Webster St
Colusa, CA 95932

005-53180-712

Customer ID #	Customer PO	Payment Method	Payment Terms		
16908	PO11122024	Purchase Order	Upon Receipt		
Representative		Shipping Method	Ship Date	Due Date	
Aptify Ebiz		UPS Ground	N/A	11/12/2024	
Quantity	Item Description	Unit Price	Discount	Extended	
1.00	Model Certified Subscription for: Celia Gomez. Start: 12/11/2024 10:05:22 AM # Copies: 1	\$220.00	\$0.00	\$220.00	

Subtotal	\$220.00
Sales Tax	\$0.00
Shipping/Handling	\$0.00
Grand Total	\$220.00
Payment Total	\$0.00
Amount Due	\$220.00

If you have already mailed your check payment,
please disregard this notice.

OR

If you have any questions regarding your account, please contact 314-432-4330 or email accountsreceivable@parentsasteachers.org

Attachment: PARENTS AS TEACHER 876501 DHHS BOS (10246 : Approve Special Claims)

Remit to:
Parents as Teachers
6 City Place, Suite 100
St. Louis, MO 63141

Invoice Number 876501

Page 1 of 1
Packet Pg. 994



COUNTY OF COLUSA
AUDITOR – CONTROLLER’S OFFICE
INVOICE CERTIFICATION FORM

Reset Entire Form

Reset Invoice No, Amt, & Period

Reset Invoice Amt & Period

Vendor Number: 1871 Vendor Name: PARENTS AS TEACHERS

If Misc. Vendor or Special Remit to Address:

Separate Check: ☐ Yes ☐ No

Special Handling Instructions: ☐ Hold Check for Pickup by:

CONTRACT EXP
9/26/2024

☐ Original Document sent via interoffice mail & to be mailed w/check

Comment:

CUST16908
00553180712

Invoice No: 875895	Invoice Amount: \$ 1,325.00	
Invoice No:	Invoice Amount:	
Invoice No:	Invoice Amount:	
Invoice No:	Invoice Amount:	
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Invoice No:	Invoice Amount:	
Invoice No:	Invoice Amount:	
Invoice No:	Invoice Amount:	
Grand Total of All Invoices:	\$ 1,325.00	

Under Penalty of perjury, I certify: that the items listed on the certification form, and the items and statements as herein set forth, are true and correct; that no part has been paid, and that the amount therein is justly due, and that the same is presented within one year after the last item thereof has accrued.

☒ Gov. Code Section 910.2 If not, sign here → Claimant Sign Here:

Department Head or Authorized Deputy: Christine Fusaro

Digitally signed by Christine Fusaro
Date: 2024.11.05 14:29:13 -08'00'

Attachment: PARENTS_AS_TEACHERS_875895 DHHS BOS (10246 : Approve Special Claims)

Invoice



Invoice Number 875895

Date: 11/5/2024

Page: 1 of 1

6 City Place, Suite 100, St. Louis, MO 63141

Phone: (314) 432-4330

Fax: (314) 403-7670

FEIN: 43-1569124

Bill To:

Colusa Home Visiting Program (CHVP)/County of Colusa
546 Jay Street
Suite 202
Colusa, CA 95932

Ship To:

Stephanie Rosas
251 E. Webster St
Colusa, CA 95932

005-53180-712

Customer ID #	Customer PO	Payment Method	Payment Terms		
16908	PO11052024	Purchase Order	Upon Receipt		
Representative		Shipping Method	Ship Date	Due Date	
Aptify Ebiz		UPS Ground	N/A	11/5/2024	
Quantity	Item Description	Unit Price	Discount	Extended	
1.00	Registration for Trevor Duncan at Virtual Foundational and Model Implementation Training-15556 VFMI PA Dec 2 - Dec 13	\$1,250.00	\$0.00	\$1,250.00	
1.00	Technical Fee for Virtual Training - FMI	\$75.00	\$0.00	\$75.00	

Subtotal	\$1,325.00
Sales Tax	\$0.00
Shipping/Handling	\$0.00
Grand Total	\$1,325.00
Payment Total	\$0.00
Amount Due	\$1,325.00

If you have already mailed your check payment,
please disregard this notice.

OR

If you have any questions regarding your account, please contact 314-432-4330 or email accountsreceivable@parentsasteachers.org

Attachment: PARENTS_AS_TEACHERS 875895 DHHS BOS (10246 : Approve Special Claims)

Remit to:
Parents as Teachers
6 City Place, Suite 100
St. Louis, MO 63141

Invoice Number 875895

Page 1 of 1

Packet Pg. 996

PURCHASE ORDER
Date: November 5, 2024
Purchase Order #: PO11052024
Quote:

Bill To:
Department of Health and Human Services
Attn: Fiscal
251 E. Webster Street
Colusa, CA 95932



parents as
teachers



Details	Item #	Quantity	Unit Price	Total
Parents as Teachers (PAT) Foundational and Model Implementation Training - Trevor Duncan		1	\$ 1,325.00	\$ 1,325.00
				\$ -
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				\$ -
				\$ -
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			Subtotal	\$ 1,325.00
			Tax 8.75%	
			Total	\$ 1,325.00

Additional Notes:

SUTTER CENTER FOR PSYCHI
7700 FOLSOM BOULEVARD
SACRAMENTO CA 958262608
8553981633

SUTTER CENTER FOR PSYCHI
PO BOX 278510
SACRAMENTO CA 958278510

3a PAT
CNTRL # 51142103200
b. MED
REC # 61587453
5 FED. TAX NO. 941156621
6 STATEMENT COVERS PERIOD
FROM 102124 THROUGH 102424
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7.2.f

PATIENT NAME a
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PATIENT ADDRESS a 1975 MAXWELL AVE
b WOODLAND
c CA
d 95776
e

10 BIRTHDATE 10011996
11 SEX F
12 DATE 102124
13 HR 15
14 TYPE 2
15 SRC 6
16 DHR 06
17 STAT 01
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11 102124

18 COLUSA COUNTY MENTAL HEALTH
162 E CARSON ST STE A

COLUSA, CA 95932

39 CODE
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VALUE CODES
AMOUNT 4353 00
40 CODE
80
VALUE CODES
AMOUNT 3 00
41 CODE
42 VALUE CODES
AMOUNT

43 REV. CD	43 DESCRIPTION	44 HCPCS / RATE / HIPPS CODE	45 SERV. DATE	46 SERV. UNITS	47 TOTAL CHARGES	48 NON-COVERED CHARGES	49
0124	PSYCH/2BED	2021.00		3	6063 00		
0250	PHARMACY			6	49 00		
0301	LAB/CHEMISTRY			3	932 00		
0302	LAB/IMMUNOLOGY			2	154 00		
0305	LAB/HEMATOLOGY			1	203 00		
0306	LAB/BACT-MICRO			1	473 00		
0309	LAB/OTHER			2	86 00		
RECEIVED NOV 01 2024 By _____ 3x 1,155.98 = 3,467.94 003-55270-713-0							
0001	PAGE 1 OF 1	CREATION DATE 102924	TOTALS	7960 00			

50 PAYER NAME COLUSA COUNTY MENTAL H

51 HEALTH PLAN ID

52 REL
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BEN Y

54 PRIOR PAYMENTS

55 EST. AMOUNT DUE 7960 00

56 NPI 1952350944

57
OTHER
PRV ID

58 INSURED'S NAME

59 P. REL 18

60 INSURED'S UNIQUE ID 91896525D

61 GROUP NAME OTHER COUNTY M

62 INSURANCE GROUP NO.

63 TREATMENT AUTHORIZATION CODES 89066741005

64 DOCUMENT CONTROL NUMBER

65 EMPLOYER NAME

66 F332 Y R45851 Y Z79899 G4700 Y K219 Y Z608 Y Z1152

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69 ADMIT
DX R45851

70 PATIENT
REASON DX

71 PPS
CODE 885

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77 OPERATING NPI
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FIRST
78 OTHER NPI
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79 OTHER NPI
LAST
FIRST

80 REMARKS nukr2

81 CODE
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33283Q00000X

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Inpatient Hospitalization Summary:

Client Name: [REDACTED] Client No.: 11942

Name of hospital: Sutter Center for Psychiatry

Date of admission: 10/21/2024

of days requested: 3 (not to include DOD)

Date of discharge: 10/24/2024

☒ Approved as requested:

Days approved: 3

☐ Approved as modified:

Days approved: _____

Days denied: _____

Dates of days denied: _____

Reason for denial explained below

☐ DENIED (Reason for denial explained below)

VALIDATING INFORMATION AND EXPLANATION:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

Signed by:

[Signature]

Date:

10-31-24

Form with multiple sections: 1. SUTTER CENTER FOR PSYCHI, 2. SUTTER CENTER FOR PSYCHI, 3. PATIENT NAME, 4. REMINGTON CT, 5. PATIENT ADDRESS, 6. COLUSA, 7. CA, 8. 95932, 9. BIRTHDATE, 10. SEX, 11. DATE, 12. ADMISSION, 13. HR, 14. TYPE, 15. SRC, 16. DHR, 17. STAT, 18. 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29. ACCT, 30. STATE, 31. OCCURRENCE, 32. DATE, 33. CODE, 34. OCCURRENCE, 35. DATE, 36. CODE, 37. OCCURRENCE, 38. DATE, 39. CODE, 40. VALUE, 41. CODE, 42. VALUE, 43. CODE, 44. VALUE, 45. CODE, 46. VALUE, 47. CODE, 48. VALUE, 49. CODE, 50. VALUE, 51. CODE, 52. VALUE, 53. CODE, 54. VALUE, 55. CODE, 56. VALUE, 57. CODE, 58. VALUE, 59. CODE, 60. VALUE, 61. CODE, 62. VALUE, 63. CODE, 64. VALUE, 65. CODE, 66. VALUE, 67. CODE, 68. VALUE, 69. CODE, 70. VALUE, 71. CODE, 72. VALUE, 73. CODE, 74. VALUE, 75. CODE, 76. VALUE, 77. CODE, 78. VALUE, 79. CODE, 80. VALUE, 81. CODE, 82. VALUE, 83. CODE, 84. VALUE, 85. CODE, 86. VALUE, 87. CODE, 88. VALUE, 89. CODE, 90. VALUE, 91. CODE, 92. VALUE, 93. CODE, 94. VALUE, 95. CODE, 96. VALUE, 97. CODE, 98. VALUE, 99. CODE, 100. VALUE.

Attachment: SUTTER CENTER FOR PSYCHIATRY 12.03.24 BH BOS (10246 : Approve Special Claims)

Inpatient Hospitalization Summary:

Client Name: [REDACTED] Client No.: 20400
 Name of hospital: Sutter Center for Psychiatry
 Date of admission: 09/06/2024 # of days requested: 4 (not to include DOD)
 Date of discharge: 09/10/2024

☒ Approved as requested:
 Days approved: 4

☐ Approved as modified:
 Days approved: _____
 Days denied: _____

Dates of days denied: _____
 Reason for denial explained below

☐ DENIED (Reason for denial explained below)

VALIDATING INFORMATION AND EXPLANATION:

[REDACTED] 09/11/24 DR
[REDACTED] was placed on [REDACTED]
[REDACTED] 09/15/24
[REDACTED] for inpatient treatment.

Signed by: [Signature] Date: 11-4-24

1 SUTTER CENTER FOR PSYCHI 7700 FOLSOM BOULEVARD SACRAMENTO CA 958262608 8553981633
2 SUTTER CENTER FOR PSYCHI PO BOX 278510 SACRAMENTO CA 958278510
3a PAT. CNTRL # 51118809100
b MED. REC. # 61224667
5 FED. TAX NO 941156621
6 STATEMENT COVERS PERIOD FROM 080524 THROUGH 080924
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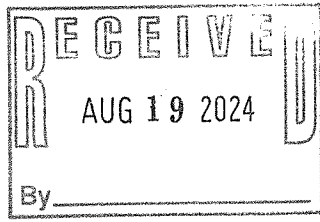
3 PATIENT NAME a [REDACTED] #9119
9 PATIENT ADDRESS a 1042 2ND STREET
b COLUSA
c CA d 95932
10 BIRTHDATE 05291993 11 SEX M 12 DATE 080524 13 HR 12 14 TYPE 2 15 SRC 4 16 DHR 12 17 STAT 01
18 19 20 21 22 23 24 25 26 27 28 29 ACCT STATE 30
31 OCCURRENCE CODE 11 32 OCCURRENCE DATE 080524 33 OCCURRENCE CODE 34 OCCURRENCE DATE 35 OCCURRENCE SPAN FROM 36 OCCURRENCE SPAN THROUGH 37

38 COLUSA COUNTY MENTAL HEALTH
162 E CARSON ST STE A
COLUSA, CA 95932
39 CODE 01 39 VALUE CODES AMOUNT 4353 00 40 CODE 80 40 VALUE CODES AMOUNT 4 00 41 CODE 41 VALUE CODES AMOUNT

42 REV. CD	43 DESCRIPTION	44 HCPCS / RATE / HIPPS CODE	45 SERV. DATE	46 SERV. UNITS	47 TOTAL CHARGES	48 NON-COVERED CHARGES	49
0124	PSYCH/2BED	2021.00		4	8084 00		
0250	PHARMACY			7	218 53		
0301	LAB/CHEMISTRY			4	1198 00		
0302	LAB/IMMUNOLOGY			1	89 00		
0305	LAB/HEMATOLOGY			1	203 00		
0309	LAB/OTHER			1	43 00		

4x1,155.98 = 4,623.92

003-55270-713-0



0001 PAGE 1 OF 1 CREATION DATE 081424 TOTALS 9835 53
50 PAYER NAME COLUSA COUNTY MENTAL H 51 HEALTH PLAN ID Y 52 PRIOR PAYMENTS Y 53 EST. AMOUNT DUE 9835 53 54 NPI 1952350944 55 OTHER PRV ID

58 INSURED'S NAME [REDACTED] 59 P. REL 18 60 INSURED'S UNIQUE ID 94708682A 61 GROUP NAME OTHER COUNTY M 62 INSURANCE GROUP NO.

63 TREATMENT AUTHORIZATION CODES 89066737945 64 DOCUMENT CONTROL NUMBER 65 EMPLOYER NAME

66 F332 Y R45851 Y R17 Y J4489 Y F411 Y F4010 Y R030 Y F1090 Y Z9151 68
67 Z87891 Z91410 Z91411
69 ADMIT DX F332 70 PATIENT REASON DX 71 PPS CODE 885 72 ECI 73
74 PRINCIPAL PROCEDURE CODE DATE OTHER PROCEDURE CODE DATE OTHER PROCEDURE CODE DATE OTHER PROCEDURE CODE DATE
75 76 ATTENDING NPI 1417069881 QUAL FIRST LAST AHMED FIRST FAISAL
77 OPERATING NPI QUAL FIRST LAST
78 OTHER NPI QUAL FIRST LAST
79 REMARKS 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100
lnukr2

Attachment: SUTTER CENTER FOR PSYCHIATRY 12.03.24 BH BOS (10246 : Approve Special Claims)

Inpatient Hospitalization Summary:

Client Name: [REDACTED] Client No.: 9119

Name of hospital: Sutter Center for Psychiatry

Date of admission: 08/05/2024

Date of discharge: 08/09/2024

of days requested: 4 (not to include DOD)

(M) Approved as requested:

Days approved: 4

() Approved as modified:

Days approved: _____

Days denied: _____

Dates of days denied: _____

Reason for denial explained below

() DENIED (Reason for denial explained below)

VALIDATING INFORMATION AND EXPLANATION:

There was no need of independent thinking
and the [redacted]

Signed by:

Prof. Dr. G. W.

Date:

8-20-24

Three B's Toilet Rentals
 Colusa, CA 95932

530-458-4771

Invoice

Date	Invoice #
11/1/2024	20454

Bill To
Colusa County Road Dept. 1215 Market St. Colusa, CA 95932

P.O. No.	Terms	Project
	Net 30	

Item	Quantity	Description	Rate	Amount
Stationary	1	Stationary	82.00	82.00
service month billi...	1	billing for service month 10-1-24	82.00	82.00
service month billi...	1	billing for service month 9-1-24	82.00	82.00
*** All billing is for the service month prior to invoice date. Unless otherwise noted.				
Total				\$246.00
Balance Due				\$246.00

Attachment: THREE_BS_20454 DPW BOS (10246 : Approve Special Claims)

RECEIVED

NOV 12 2024

Colusa County Public Works

From: [John Irvin](#)
To: [Lauren Grib](#)
Subject: RE: THREE BS 20454 PO
Date: Wednesday, November 13, 2024 8:55:28 AM

J	101846	JOHN	11/13/2024	20454	Three B*S Toilet Rentals	Williams yard Toilet	\$246.00	x
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From: Lauren Grib <lgrib@countyofcolusaca.gov>
Sent: Tuesday, November 12, 2024 2:28 PM
To: John Irvin <jirvin@countyofcolusaca.gov>
Subject: THREE BS 20454 PO

Lauren Grib
Accounting Technician
Colusa County Public Works
1215 Market St Colusa, CA 95932
530-458-0476

Attachment: THREE_BS_20454 DPW BOS (10246 : Approve Special Claims)

**Request For County Board of Supervisors Action**

MEETING DATE: December 17, 2024

DEPARTMENT: Board of Supervisors

FROM: Gary Evans

SUBJECT: Adopt Resolution Requesting Increased Tarrifs on Sheep

Adopt Resolution Requesting Increased Tarrifs on Sheep

Detailed Description/Background of request

In August 2023 a Petition for Relief was filed by the Ranchers-Cattlemen Action Legal Fund United Stockgrowers of America (R-CALF USA) with the US Trade Representative requesting action concerning the import of sheep. As of September 2024, no action has been taken with regard to the Petition. A local member of this organization contacted Supervisor Evans requesting support of this effort to stabilize the American sheep industry.

R-CALF USA (Ranchers-Cattlemen Action Legal Fund United Stockgrowers of America), is the largest producer-only membership based organization that exclusively represents U.S. cattle and sheep producers on domestic and international trade and marketing issues.

The crux of the issue is full-time U.S. sheep producers continue suffering serious injury, and are facing the prospect of near total extinction due to the unrestrained and ever-increasing importation of foreign lamb and mutton. These lower-cost imports originate from Australia and New Zealand and are displacing U.S. production of lamb and mutton at an alarming pace; and creating what soon will be an irreversible dependency on foreign supply chains for an important American staple.

Since the time the U.S. entered its first major free trade agreement – the 1994 North American Free Trade Agreement – lamb and mutton imports have increased over 543% in quantity and 2,363% in value. These imports have displaced domestic lamb and mutton production, which has declined 60% during this period. And despite America's marked increase in lamb and mutton consumption that began in earnest a decade ago, all the increase has been captured by foreign supply chains while domestic production continually declines. These foreign supply chains have now captured 74% of the domestic market – away from full-time U.S. sheep producers.

Intervention by the Administration and Congress is needed to avert the downfall of this important industry. The Resolution seeks to have tariffs examined as a part of the

solution, or implementation of another control system that can ensure the viability of domestic sheep production.

Prior Board Action

None.

Fiscal Impact/Funding Source

None.

Action for the Clerk

Obtain signature and provide copy to Supervisor Evans, email a copy to r-calfusa@r-calfusa.com and send a copy to:

The Honorable Katherine Tai U.S. Trade Representative
Office of the U.S. Trade Representative
600 17th Street NW
Washington, DC 20508

ATTACHMENTS:

- Resolution Sheep and Lambs Tariff Act (DOCX)

RESOLUTION NO. _____

**A RESOLUTION OF THE COLUSA COUNTY BOARD OF SUPERVISORS
REQUESTING ADJUSTMENT TO TARIFFS ON SHEEP**

Whereas, sheep and lambs provide economic support for rural economies, and the social infrastructure of rural America.

Whereas, sheep perform important environmental purposes by grazing and browsing through noxious and other undesirable invasive weed species which also reduces excess vegetation in fire prone areas

Whereas, the United States historically ensured viable domestic sheep production from global market distortions through tariffs.

Whereas, under the Tariff Act of 1930, tariffs previously enacted in 1890, 1921, and 1922 were increased to \$3 for live sheep, 7 cents per pound for lamb meat, and 5 cents per pound for mutton.

Whereas, since 1930, Congress has not adjusted tariffs on sheep or sheep meat for inflation, rendering the tariffs immaterial today.

Whereas, adjusted for inflation, \$3 per head in 1930 is \$54 per head today, 7 cents per pound in 1930 is \$1.25 per pound today, and 5 cents per pound is \$0.89

Whereas, the United States has a long, successful history of maintaining viable domestic production systems for many agricultural commodities through tariff rate quotas, such as those employed to ensure viable domestic peanut, sugar, dairy, cotton, tobacco, chocolate, and animal feed industries.

Whereas, the U.S. sheep industry has not been protected from known and debilitating global market distortions for decades, resulting in the following consequences:

- The domestic sheep industry is non-competitive in the global export market.
- In the last four decades, the U.S. sheep inventory declined 62% and at 5 million head is now at the lowest level in history.
- In the last four decades, the number of domestic sheep operations with over 100 head (commercial sheep operations) declined 60%. From 16,000 to 6400
- In just the past decade, consumption of sheep meat in America increased 62%.
- While domestic production declined 16%
- While consumption increased and production declined, imports surged 134%.
- Imported lamb and mutton now capture 74% of the domestic market.
- The American sheep industry is now the first U.S. livestock sector to be predominantly outsourced.

Whereas, without some form of management over current import flows, by way of tariffs, tariff rate quotas, or quantity restrictions, the systemic, downward trajectories of every measure of the American sheep industry's viability foretells the commercial domestic sheep industry will soon become the first but likely not the last livestock industry in America to fall completely to import competition.

NOW THEREFORE, BE IT RESOLVED, the Colusa County Board of Supervisors urges the Administration and Congress to halt the ongoing injury to the U.S. sheep industry caused by excessive imports and support the establishment of tariffs and a tariff rate quota system, or some other form of controls that will ensure the viability and competitiveness of the domestic sheep industry.

Passed and adopted this 17th day of December 2024 by the following vote:

AYES:

NOES:

ABSENT:

Gary J. Evans, Chair

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

APPROVED AS TO FORM

, Deputy Clerk

Richard Stout, County Counsel

Attachment: Resolution Sheep and Lambs Tariff Act (10231 : Resolution requesting increased tariffs on sheep)

**Request For County Board of Supervisors Action**

MEETING DATE: December 17, 2024

DEPARTMENT: Board of Supervisors

FROM: Patricia Rodriguez

SUBJECT: Cast Ballot (Group 1 Counties) for County Medical Services Program (CMSP) Governing Board Election - Supervisor Position for Group 1 Counties

Cast ballot (Group 1 Counties) for County Medical Services Program (CMSP) Governing Board Election-Supervisor Position for Group 1 Counties.

Detailed Description/Background of request

The County Medical Services Program (CMSP) Governing Board is composed of County Supervisors, County Administrative Officers, and county health and welfare officials from the 35 member counties. The Governing Board administers the CMSP program, which provides health care services to indigent adults in the 35 counties.

In fulfillment of its statutory responsibility, the Governing Board has regularized the terms of its Board. The term of the County Supervisor Representative from Group 1 Counties ends on 12/31/24. This position is currently held by County Supervisor Richard Forster of Amador County, who is retiring. Group 1 Counties include the following: Alpine, Amador, Calaveras, Colusa, Del Norte, Glenn, Inyo, Lake Lassen, Mariposa, Modoc, Mono, Nevada, Plumas, San Benito, Sierra, Siskiyou, Trinity, and Tuolumne.

Ed Valenzuela of Siskiyou County, current CMSP Board member, was the sole respondent with interest to stand as candidate for the position and is seeking election to the CMSP Board. However, space is provided on the ballot for write-in candidates should others wish to compete for the position.

Please note, no two Board members from the same CMSP County may serve as members on the Board at the same time. Therefore candidates from Colusa and Glenn counties may not currently seek election.

The new term begins 1/1/25 and ends on 12/31/26

Prior Board Action

None.

Fiscal Impact/Funding Source

None.

Action for the Clerk

Please complete and return your ballot by Friday, December 4, 2020. You may also email the ballot to SYASLCountyInfo@syaslparkers.com or Mail to:

SYASL

Attn: CMSP Election

1415 L Street, Ste. 1000,
Sacramento, CA 95814

ATTACHMENTS:

- Supervisor Group 1 Letter 11-14-24 (PDF)
- Supervisor Group 1 Ballot (PDF)

Shaw
Yoder
Antwih
Schmelzer
& Lange

RECEIVED

NOV 14 2024

COUNTY OF COLUSA
BOARD OF SUPERVISORS

1415 L Street
Suite 1000
Sacramento
CA, 95814
916-446-4656

November 6, 2024

To: Irvin Jim, Chairman, Alpine County Board of Supervisors
Brian Oneto, Chairman, Amador County Board of Supervisors
Gary Tofanelli, Chairman, Calaveras County Board of Supervisors
Gary Evans, Chairman, Colusa County Board of Supervisors
Dean Wilson, Chairman, Del Norte County Board of Supervisors
Jim Yoder, Chairman, Glenn County Board of Supervisors
Matt Kingsley, Chairman, Inyo County Board of Supervisors
Bruno Sabatier, Chairman, Lake County Board of Supervisors
Aaron Albaugh, Chairman, Lassen County Board of Supervisors
Miles Menetrey, Chairman, Mariposa County Board of Supervisors
Shane Starr, Chairman, Modoc County Board of Supervisors
Stacy Corless, Chairwoman, Mono County Board of Supervisors
Hardy Bullock, Chairman, Nevada County Board of Supervisors
Greg Hagwood, Chairman, Plumas County Board of Supervisors
Angela Curro, Chairwoman, San Benito County Board of Supervisors
Paul Roen, Chairman, Sierra County Board of Supervisors
Michael Kobseff, Chairman, Siskiyou County Board of Supervisors
Ric Leutwyler, Chairman, Trinity County Board of Supervisors
David Goldemberg, Chairman, Tuolumne County Board of Supervisors

From: Paul J. Yoder & Karen Lange, Shaw Yoder Antwih Schmelzer & Lange

RE: CMSP Governing Board - Supervisor Position for Group 1 Counties

As you know, the County Medical Services Program (CMSP) Governing Board is composed of County Supervisors, County Administrative Officers, and county health and welfare officials from the 35 member counties. The Governing Board administers the CMSP program, which provides health care services to indigent adults in the 35 counties.

In fulfillment of its statutory responsibility, the Governing Board has regularized the terms of its Board. The term of the County Supervisor Representative from Group 1 Counties ends on 12/31/24. This position is currently held by Amador County Supervisor Richard Forster, who is retiring. Group 1 Counties include the following: Alpine, Amador, Calaveras, Colusa, Del Norte, Glenn, Inyo, Lake, Lassen, Mariposa, Modoc, Mono, Nevada, Plumas, San Benito, Sierra, Siskiyou, Trinity, and Tuolumne.

An election needs to be held to fill the position designated for a County Supervisor from a Group 1 County for the remainder of the current term, which would begin on 1/1/25 and end on 12/31/26. The Governing Board has directed our office to conduct the election on behalf of the Board. Siskiyou County Supervisor Ed Valenzuela is the sole candidate for the position. However, space is provided on the ballot for write-in candidates should others wish to compete for the position. A ballot and an addressed envelope are enclosed. Please complete

and return your ballot by Friday, December 6, 2024. You may also email your completed ballot to SYASLCountryInfo@syaslparkers.com.

Please note that no two Board members from the same CMSP County may serve as members of the [Board](#) at the same time. Therefore, candidates from Colusa and Glenn counties may not currently seek election.

Should you have any questions regarding this matter, please call (916) 446-4656.

Thank you,



Paul J. Yoder
Legislative Advocate



Karen Lange
Legislative Advocate

CC: Chair and Members, CMSP Governing Board
Kari Brownstein, CMSP Executive Director
Alison Bassett, CMSP General Counsel

Ballot

CMSP Governing Board Supervisor – Group 1 Counties

☐ Ed Valenzuela, Siskiyou County

☐ _____

County Name: _____

Please return ballot by Friday, December 6, 2024.

Ballots may be returned by mail or by email to SYASLCountyInfo@SYASLpartners.com

**Request For County Board of Supervisors Action**

MEETING DATE: December 17, 2024

DEPARTMENT: Ag Commissioner

FROM: Dawn Brown

SUBJECT: SITTING AS THE COLUSA COUNTY AIR POLLUTION CONTROL DISTRICT Adopt a Resolution authorizing the District to accept grant funds awarded under the California Air Resources Board's Greenhouse Gas Emission Standards for Crude Oil and Natural Gas Facilities - Implementation and Enforcement. Further, approve Grant Agreement with the California Agency Air Resources Board, effective January 1, 2025 and authorize the Air Pollution Control Officer to sign.

SITTING AS THE COLUSA COUNTY AIR POLLUTION CONTROL DISTRICT

Adopt a Resolution authorizing the District to accept grant funds awarded under the California Air Resources Board's Greenhouse Gas Emission Standards for Crude Oil and Natural Gas Facilities - Implementation and Enforcement. **Further**, approve Grant Agreement with the **California Agency Air Resources Board**, effective January 1, 2025 and authorize the Air Pollution Control Officer to sign.

Detailed Description/Background of request

The Greenhouse Gas Emission Standards for Crude Oil and Natural Gas Facilities, or the Oil and Gas Regulation, is designed to reduce methane emissions from oil and gas production, processing, storage, and transmission compressor stations. Regulated entities are required to take actions to limit intentional (vented) and unintentional (leaked or fugitive) emissions from equipment and operations.

The regulation focuses on the collection and use of methane and associated gases from uncontrolled oil and water separators, well stimulation circulation tanks, and specified centrifugal compressors. The regulation also focuses on the leak detection, repair, and ambient air monitoring on components currently not covered by local air districts.

For the past 6 years the District has performed leak detection inspections and worked with the Natural Gas Industry as they perform the necessary repairs on the components for which leaks have been detected.

Prior Board Action

The Colusa County Air Pollution Control District Board entered into a Memorandum of Agreement with the California Air Resources Board regarding the implementation and

enforcement of Greenhouse Gas Emissions Standards for Crude Oil and Natural Gas Facilities on March 20, 2018 and has approved the Oil and Gas Regulation Grant Agreement for the past five (6) years.

Fiscal Impact/Funding Source

There is no fiscal impact of the District and no matching fund requirements. The District has been allocated \$50,000.00 to administer the program for the 2025 calendar year.

Action for the Clerk

Obtain necessary signatures and submit the signed Grant Agreement Cover Sheet and Board Resolution to CARB, via email to Shobhit.mehrotra@arb.ca.gov

Return executed copy of Board Resolution and Grant Agreement Cover Sheet to the Colusa County Air Pollution office at ccair@countyofcolusaca.gov and to debrown@countyofcolusaca.gov

ATTACHMENTS:

- O&G Grant Resolution_2025 G24 Grant (DOCX)
- G24-OGG-03 Colusa_Final (PDF)
- 2025 Oil and Gas Grant Instruction Letter - Colusa (DOCX)

RESOLUTION NO. _____

**RESOLUTION OF THE GOVERNING BOARD OF THE COLUSA COUNTY AIR
POLLUTION CONTROL DISTRICT AUTHORIZING THE DISTRICT TO ACCEPT GRANT
FUNDS AWARDED UNDER THE CALIFORNIA AIR RESOURCES BOARD'S
GREENHOUSE GAS EMISSION STANDARD FOR CRUDE OIL AND NATURAL GAS
FACILITIES – IMPLEMENTATION AND ENFORCEMENT**

WHEREAS, on March 23, 2017, the California Air Resources Board adopted California's Greenhouse Gas Emission Standards for Crude Oil and Natural Gas Facilities (the regulation) for owners and operators of crude oil and natural gas facilities as set forth in title 17, California Code of Regulation (CCR), sections 95665 to 95677;

WHEREAS, reducing methane emission from the oil and gas sector also reduces emissions of volatile organic compounds (VOCs) and toxic air contaminants, and can be designed consistently with efforts to control other air pollutants, including nitrogen oxides and particulate matter;

WHEREAS, the regulation is expected to reduce methane leaks for oil and gas operations in California by the equivalent of 1.4 million metric tons of carbon dioxide annually;

WHEREAS, the locating and repairing of leaks in oil and gas systems will provide additional benefits in reducing smog-causing chemicals; and

WHEREAS, the District entered into a Memorandum of Agreement with the California Air Resources Board regarding implementation and enforcement of greenhouse gas emission standards for crude oil and natural gas facilities on March 20, 2018.

NOW, THEREFORE, BE IT RESOLVED that the Colusa County Air Pollution District Board authorizes the Air Pollution Control Officer (APCO) to the sign the Greenhouse Gas Emission Standards for Crude Oil and Natural Gas Facilities – Implementation and Enforcement Grant Agreement, effective January 1, 2025, with the California Air Resources Board and to execute all other necessary documents.

BE IT FURTHER RESOLVED that the Air District Board authorizes the APCO to accept any allocated and awarded funds to the District and approve administrative grant modifications under the Greenhouse Gas Emission Standards for Crude Oil and Natural Gas Facilities – Implementation and Enforcement Grant Agreement.

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Attachment: O&G Grant Resolution_2025 G24 Grant (10193 : Oil & Gas Grant 2025)

PASSED AND ADOPTED this 17th day of December 2024, by the following vote:

AYES:

NOES:

ABSENT:

Gary J. Evans, Board Chair

ATTEST: Wendy Tyler
Clerk to the Board of Supervisors

Patricia Rodriguez, Deputy Clerk

APPROVED AS TO FORM:

Richard Stout, County Council

GRANT AGREEMENT COVER SHEET

GRANT NUMBER
 G24-OGG-03

NAME OF GRANT PROGRAM Greenhouse Gas Emission Standards for Crude Oil and Natural Gas Facilities – Implementation and Enforcement	
GRANTEE NAME Colusa County Air Pollution Control District	
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER 94-6000508	TOTAL GRANT AMOUNT NOT TO EXCEED \$50,000.00
START DATE: January 1, 2025	END DATE: December 31, 2025

This legally binding Grant Agreement, including this cover sheet and Exhibits 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").

Exhibit A – Grant Provisions
 Exhibit B – Work Statement
 Exhibit B, Attachment I - Budget Summary
 Exhibit B, Attachment II - Implementation and Enforcement of CARB's Oil and Gas Regulation Budget
 Exhibit B, Attachment III - Project Schedule
 Exhibit C – Sample Annual Report Summary

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 California Air Resources Board		GRANTEE'S NAME (PRINT OR TYPE) 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 Air Pollution Control Officer	DATE
STATE AGENCY ADDRESS 1001 I Street, Sacramento, CA 95814		GRANTEE'S ADDRESS (INCLUDE STREET, CITY, STATE AND ZIP CODE) 100 Sunrise Boulevard, Suite F, Colusa, California 95932	
CERTIFICATION OF FUNDING			
AMOUNT ENCUMBERED BY THIS AGREEMENT \$50,000.00	PROGRAM 3510000L32	PROJECT	ACTIVITY
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$0.00	FUND TITLE Cost of Implementation Fund		FUND NUMBER 32
TOTAL AMOUNT ENCUMBERED TO DATE \$50,000.00	(OPTIONAL USE)		CHAPTER 12 STATUS 20
APPR REF 001	ACCOUNT/ALT ACCOUNT 5390900	REPORTING STRUCTURE 39004100	SERVICE LOCATION 12101 FISCAL YEAR (ENY) 2024-2025
I hereby certify that the California Air Resources Board Legal Office has reviewed this Grant Agreement.			
SIGNATURE OF CALIFORNIA AIR RESOURCES BOARD LEGAL OFFICE: N/A			DATE

Attachment: G24-OGG-03 Colusa_Final (10193 : Oil & Gas Grant 2025)

EXHIBIT A – Grant Provisions

- A.** The parties agree to comply with the requirements and conditions contained herein, as well as all commitments identified in the Greenhouse Gas Emission Standards for Crude Oil and Natural Gas Facilities implementation and enforcement as outlined in the Memorandum of Agreement between the California Air Resources Board and the Colusa County Air Pollution Control District (executed 4/19/2018).

B. GRANT SUMMARY AND AMENDMENTS (IF APPLICABLE)

Project Title: Greenhouse Gas Emission Standards for Crude Oil and Natural Gas Facilities – Implementation and Enforcement.

Grant Funding Amount: **\$50,000.00**.

C. GRANT PARTIES AND CONTACT INFORMATION

This Grant is from the California Air Resources Board (hereinafter referred to as CARB or the Board) to the Colusa County Air Pollution Control District (hereinafter referred to as Grantee).

1. The CARB Project Liaison is Shobhit Mehrotra. Correspondence regarding this project must be directed to:

Mr. Shobhit Mehrotra
California Air Resources Board
Industrial Strategies Division
PO Box 2815
Sacramento, California 95812
(279) 216-0959
shobhit.mehrotra@arb.ca.gov

2. The Grantee Liaison is Don Kitamura. Correspondence regarding this project must be directed to:

Mr. Casey Ryan
APSO III
Colusa County Air Pollution Control District
100 Sunrise Boulevard Suite A
Colusa, California 95932
(530) 458-0590
cryan@countyofcolusa.com

D. SCOPE OF WORK

The Grantee shall implement and enforce the CARB Oil and Gas Regulation in the Colusa County Air Pollution Control District as follows:

1. Issue Notices of Violation (NOV) or other citations for violations of any portion of the CARB Oil and Gas Regulation;
2. Supply an accounting summary of funds expended; and
3. Establish and Maintain Project Records

As further described below, records include, but are not limited to, Grantee financial and project records, including inspection reports, NOVs and their resolution and the amount of any penalties. All project records must be retained during the Grant period, and for three years after final payment under the Grant. Upon completion of the third year of record retention, the Grantee must submit all project records to CARB.

E. FISCAL ADMINISTRATION

1. Budget

- a. The maximum amount of this Grant is \$50,000.00. Under no circumstances will CARB reimburse the Grantee for more than this amount.

2. Project Funding

- a. Project funds may be used for expenses related to the implementation and enforcement of the CARB Oil and Gas Regulation. Expenditures may include, but are not limited to new equipment purchases, database development, and personnel.
- b. Year seven funding for the implementation and enforcement of the CARB Oil and Gas Regulations will be disbursed upon receipt of the following:
 - i. Fully executed Grant Agreement;
 - ii. Annual Report Summary Template filled out with additional information attached hereto as Exhibit C between CARB and Colusa County Air Pollution Control District; and
 - iii. A completed Grant Disbursement request form for \$50,000.00.

3. Suspension of Payments and Grant Termination

- a. CARB reserves the right to terminate this Grant upon 30 days written notice to the Grantee. In case of early termination, the Grantee will submit a report covering activities up to, and including, the termination date and following the requirements specified herein and immediately return remaining funds.

- b. CARB reserves the right to immediately terminate this Grant in accordance with Section I (General Grant Provisions, paragraph 23).
- c. Upon termination, remaining Grant funds must be immediately returned to CARB.

4. Documentation of Administration Funds

Administrative costs include: the Grantee's personnel costs; fringe benefit costs; operating costs (including rent, supplies, and equipment); indirect costs (general administrative services, office space, and telephone services); travel expenses and per diem rates set at the rate specified by California Department of Human Resources (CalHR)¹; overhead; consultant fees (if pre-approved by CARB); and printing, records retention, and mailing costs.

- a. The Grantee must maintain documentation of all project administration funds, including the following:
 - i. Personnel documentation must make use of timesheets or other labor tracking software. Duty statements or other documentation may also be used to verify the number of staff and actual hours or percent of time staff is devoted to project administration;
 - ii. Administration funds for subcontractor(s) must be documented with copies of the contract and invoices;
 - iii. Printing, mailing, records retention, and travel expenses must be documented with receipts and/or invoices;
 - iv. **Any reimbursement for necessary travel and per diem must be at rates not to exceed those amounts paid to the State's represented employees.** No travel outside the State of California will be reimbursed unless prior written authorization is obtained from CARB. CalHR's travel and per diem reimbursement amounts may be found online at <http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>. Reimbursement must be at the State travel and per diem amounts that are current as of the date costs are incurred by the Grantee; and
- b. The above documentation, records, and referenced materials must be made available for review during monitoring visits and audits by CARB, or its designee. These records must be retained for a minimum of three years after full payment and completion of the grant.

¹ Under no circumstances should the Grantee exceed travel expenses and per diem rates set by CalHR.

F. PROJECT MONITORING

1. Meetings with CARB

- a. Site visits: Site visits may be established by the CARB Project Liaison during the term of this grant.

G. DOCUMENTING EXPENDITURE OF STATE FUNDS

The Grantee must provide CARB with documentation accounting for the proper expenditure of CARB funds. The documentation must be provided with the Grant Disbursement Request Form.

H. OVERSIGHT AND ACCOUNTABILITY

The Grantee must comply with all oversight responsibilities identified herein.

1. CARB or its designee reserves the right to audit at any time during the duration of this grant the Grantee's costs of performing the grant and to refuse payment of any reimbursable costs or expenses that in the opinion of CARB or its designee are unsubstantiated or unverified. The Grantee shall cooperate with CARB or its designee including, but not limited to, promptly providing all information and documents requested, such as all financial records, documents, and other information pertaining to reimbursable costs, and any matching costs and expenses.
2. The Grantee shall retain all records referred to above and provide them for examination and audit by the State for a minimum of three years after full payment and completion of the grant.
3. The Grantee shall develop and maintain accounting procedures to track reservation and expenditures by grant award, fiscal year, and of all funding sources.
4. The Grantee shall store all records in a secured and safe storage facility that maintains confidentiality and provides fire and natural disaster protection. Files must be retained for a minimum of three years after full payment and completion of the grant.

I. GENERAL GRANT PROVISIONS

1. **Amendment:** No amendment or variation of the terms of this Grant Agreement shall be valid unless made in writing, signed by all parties and approved as required. No oral understanding or agreement not incorporated in the Grant Agreement is binding on any of the parties.
2. **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 amendment.

- 3. Availability of funds:** CARB's obligations under this Grant Agreement are contingent upon the availability of funds. In the event funds are not available, the State shall have no liability to pay any funds whatsoever to the Grantee or to furnish any other considerations under this Grant Agreement.
- 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. 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. 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, 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. Compliance with law, regulations, etc.:** The Grantee agrees that it will, at all times, comply with and require its contractors and subcontractors to comply with all applicable federal and State laws, rules, guidelines, regulations, and requirements.
- 6. Confidentiality:** No record that has been designated as confidential by CARB, shall be disclosed by the Grantee unless Grantee determines that disclosure is legally required by law, regulation, subpoena, or judicial or governmental order. To the extent notice is permitted, Grantee shall notify CARB of its intent and the reasons for the disclosure at least 10 days prior to the planned disclosure.
- 7. Conflict of interest:** The Grantee certifies that it is in compliance with applicable State and/or federal conflict of interest laws.
- 8. 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 their designated representative. Nothing contained in this paragraph is intended to limit any rights or remedies that the parties may have under law.
- 9. 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 populations of the State.

- 10. Fiscal management systems and accounting standards:** The Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing 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 Project accounts in accordance with generally accepted accounting principles.
- 11. 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 orders, national or state declared pandemics, lockouts, labor disputes, fire, flood, earthquakes or other physical natural disaster. If either party intends to 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 when the force majeure even occurs and reasons that the force majeure event is preventing that party from or delaying that party in performing its obligations under this contract. 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.
- 12. 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, Sacramento location. The Grantee hereby waives any existing sovereign immunity for the purposes of this Grant Agreement.
- 13. 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, contractors, subcontractors, suppliers, and providers of services. The Grantee must be responsible for any and all disputes arising out of its contract for work on the Project, 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.

- 14. Indemnification:** The Grantee agrees to indemnify, defend, and hold harmless the State and the Board 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.
- 15. Independent contractor:** The Grantee, and its 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.
- 16. Nondiscrimination:** During the performance of this Grant Agreement, the Grantee and its third party entities shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, reproductive health decision making, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age (over 40), sexual orientation, or veteran or military status, any other characteristic protected by law, or unlawfully deny family-care leave, medical-care leave, pregnancy-disability leave, or other legally-protected leave. The Grantee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The Grantee and its contractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code section 12990 (a)-(f) 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 8 of Division 3 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 contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. The Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Grant Agreement. During the performance of this Grant, Grantee and its third party entities shall comply with the provisions of California Government Code section 11135; Title VI of the U.S. Civil Rights Act of 1964; Section 504 of the federal Rehabilitation Act of 1973; the federal Age Discrimination Act of 1975; Section 13 of the Federal Water Pollution Control Act of 1972; and U.S. Environmental Protection Agency's implementing regulations at 40 C.F.R. Parts 5 and 7.
- 17. Third-party beneficiaries:** Grantee represents, warrants and agrees that CARB and the State of California are third-party beneficiaries in all contracts, subcontracts, grants, subgrants and other agreements entered into using Grant Funds, or for the purpose of carrying out any of the terms or conditions of this Grant Agreement during the grant term.

This Grant Agreement does not create rights in or grant remedies to any third party or third parties, other than CARB and the State of California as stated in this section, as a beneficiary or beneficiaries of this Grant Agreement, or of any duty, covenant, obligation, or undertaking established herein.

- 18. Ownership:** “Project Information Resources” means data, database, information, personally identifiable information (PII), documentation, materials, computer software, website, and any intellectual property (IP) that is developed, substantially modified, licensed, or acquired by Grantee or its third-party entities with any Grant Funds in performance of this Grant Agreement. Project Information Resources may be in hard copy form, such as computer printouts, or may be retained in machine form, such as computer memory or storage media. CARB disclaims title and ownership rights to Project Information Resources. However, Grantee, to the extent it has the right to do so, grants to CARB a no-cost, royalty-free, non-exclusive, transferable, irrevocable, worldwide, perpetual license to make, use, reproduce, share, publish, translate, modify, make collective works of, and make derivative works of the Project Information Resources, subject to applicable law on privacy and confidentiality. Grantee shall require contractors, subcontractors, subgrantees, and similar third-party entities to grant CARB similar license rights to the extent such entities have the right to do so.
- 19. 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.
- 20. Prevailing wages and labor compliance:** If applicable, the Grantee agrees to comply with all the applicable provisions of the California Labor Code pertaining to Public Works projects (Labor Code Sections 1720-1861) including those provisions requiring the payment of not less than the specified prevailing rate of wages as determined by the Director of the Department of Industrial Relations to workers employed in the performance of this Grant Agreement. If applicable, the Grantee shall monitor all agreements subject to reimbursement from this Grant Agreement to ensure that the provisions of Labor Code Sections 1720-1861 are being met.
- 21. Professionals:** For projects involving installation or construction services, 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.

- 22. 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.
- 23. Termination:** CARB may terminate this Grant Agreement 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.
- 24. Timeliness:** Time is of the essence in this Grant Agreement. Grantee shall proceed with and complete the Project in an expeditious manner.
- 25. 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.
- 26. 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 and grants with, and to refrain from entering any new contracts and grants with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor or Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor or Grantee advance written notice of such termination, allowing Contractor or Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.
- 27. 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.

EXHIBIT B – Work Statement

Budget Summary (Attachment I)

Implementation and Enforcement of CARB's Oil and Gas Regulation Budget
(Attachment II)

Project Schedule (Attachment III)

EXHIBIT B, Attachment I

Budget Summary

Grantee: Colusa County Air Pollution Control District

Grant Number: G24-OGG-03

Project: Greenhouse Gas Emission Standards for Crude Oil and Natural Gas Facilities – Implementation and Enforcement

Total Costs & Funding

Total Funding	
Funding Source	Amount
Cost of Implementation Fund (COI)	\$50,000.00
Total Grant	\$50,000.00

Attachment: G24-OGG-03 Colusa_Final (10193 : Oil & Gas Grant 2025)

Exhibit B, Attachment II

Implementation and Enforcement of CARB's Oil and Gas Regulation Budget

Grantee: Colusa County Air Pollution Control District**Grant Number:** G24-OGG-03**Project:** Greenhouse Gas Emission Standards for Crude Oil and Natural Gas Facilities – Implementation and Enforcement

	Grant Funded
Direct & Indirect Staff Labor Costs	
Inspections	\$
Training (regulation and/or instrument)	\$
Facility Education	\$
Software Development	\$
Permit Revisions	\$
Other (specify)	\$
Subtotal	\$
Direct Costs	
Methane Detection Instruments	\$
IT Contracts/Hardware	\$
Other Equipment (specify)	\$
Subtotal	\$
Total Costs	\$50,000.00

Exhibit B, Attachment

Project Schedule

Grantee: Colusa County Air Pollution Control District

Grant Number: G24-OGG-03

Project: Greenhouse Gas Emission Standards for Crude Oil and Natural Gas Facilities – Implementation and Enforcement

Attachment: G24-OGG-03 Colusa_Final (10193 : Oil & Gas Grant 2025)

Work Task	Timeline
Task 1 – Execute Grant Agreement	January 1, 2025
Task 2 – 2024 Annual Report Summary Due January 1, 2024 – December 31, 2024	April 1, 2025

EXHIBIT C

Air District: Colusa County Air Pollution Control District

Reporting Period: 2024

Sample – Annual Report Summary

Summary of CARB Training

Type of Training	Dates Attended	Location	Number of District Staff attended
Regulation Training			
Detection Instrument Training			

Summary of Facilities/ Inspections/ Violations

	List of Facilities in District subject to CARB's Oil and Gas Methane Regulation that were inspected this year					Summary of Inspections			Summary of Notices of Violation						Comments
	CARB Facility ID (if any)	Owner/ Operator	Facility Name	Facility Type (drop down)	Location	Date of Inspection	Inspection # (if any)	Sources Inspected (drop down)	Date Violation Issued	Description of NOV (Regulation section violated)	NOV # (if any)	Resolution (yes/no) (if no, explain in comments)	Amount of Penalties (if any)	Other Required Remedies	Please add any explanatory comments in this section
1															
2															
3															
...															

To request the Excel version, please contact shobhit.mehrotra@arb.ca.gov



Gavin Newsom, Governor
Yana Garcia, CalEPA Secretary
Liane M. Randolph, Chair

October 29, 2024

Mr. Casey Ryan
APSO III
Colusa County Air Pollution Control District
100 Sunrise Boulevard Suite A
Colusa, California 95932

Dear Casey,

I am writing in reference to the Grant Agreement "Greenhouse Gas Emission Standards for Crude Oil and Natural Gas Facilities - Implementation and Enforcement", between the Colusa County Air Pollution Control District and CARB, for 2025. Enclosed you will find:

1. Grant Agreement Cover Sheet with Grant Agreement and exhibits; and
2. Grant Disbursement Request Form.

To Accept the Grant and Encumber the Grant Funding, please:

1. Print name, then sign and scan (in color), or electronically sign, the Grant Agreement Cover Sheet; and
2. Return the signed Grant Agreement Cover Sheet to me, via email, to Shobhit.mehrotra@arb.ca.gov, by **January 27, 2025**.

To Receive the Grant Funding, please:

1. Complete and sign the Grant Disbursement Request Form;
2. Complete the disbursement justification described on the Grant Disbursement Request Form (pages B-2 and C-1 of the Grant Agreement exhibits, both of which are available electronically by request); and
3. Return the completed package to me, via email, to shobhit.mehrotra@arb.ca.gov, by **April 1, 2025**.

Thank you for your attention to this matter. If you need more information, please contact me at (279) 216-0959.

Sincerely,

Shobhit Mehrotra

Mr. Shobhit Mehrotra
Air Resources Engineer
CARB Project Liaison

Enclosures (2)

Attachment: 2025 Oil and Gas Grant Instruction Letter - Colusa (10193 : Oil & Gas Grant 2025)



Request For County Board of Supervisors Action

MEETING DATE: December 17, 2024

DEPARTMENT: County Counsel

FROM: Richard Stout

SUBJECT: CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED
LITIGATION Significant exposure to litigation pursuant to
paragraph (2) of subdivision (d) of Section 54956.9: (1 case)

CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to Government Code Section 54956.9 (d)(2):
One matter.

Detailed Description/Background of request

Prior Board Action

Fiscal Impact/Funding Source

Action for the Clerk



Request For County Board of Supervisors Action

MEETING DATE: December 17, 2024

DEPARTMENT: County Counsel

FROM: Richard Stout

SUBJECT: EXISTING LITIGATION - Conference with legal counsel pursuant to Government Code § 54956.9, subdivision (d)(1) concerning litigation that has been formally initiated. Kelley McDowell v. County of Colusa, et.al. Colusa County Superior Court Case Number CV24624

EXISTING LITIGATION - Conference with legal counsel pursuant to Government Code § 54956.9, subdivision (d)(1) concerning litigation that has been formally initiated. Kelley McDowell v. County of Colusa, et.al. Colusa County Superior Court Case Number CV24624

Detailed Description/Background of request

Prior Board Action

Fiscal Impact/Funding Source

Action for the Clerk



Request For County Board of Supervisors Action

MEETING DATE: December 17, 2024

DEPARTMENT: County Administrative Office

FROM: Wendy Tyler

SUBJECT: EMPLOYEE PERFORMANCE EVALUATION California
Government Code section 54957(b). Title: County Counsel.

EMPLOYEE PERFORMANCE EVALUATION
California Government Code section 54957(b). Title: County Counsel.

Detailed Description/Background of request

Prior Board Action

Fiscal Impact/Funding Source

Action for the Clerk

**Request For County Board of Supervisors Action**

MEETING DATE: December 17, 2024

DEPARTMENT: Community Development Department

FROM: Greg Plucker

SUBJECT: Public Hearing and adoption of a proposed Resolution to approve the submittal of a revised Program Income Only Community Development Block Grant (CDBG) application for the lease and rehabilitation of property to establish a temporary shelter for victims of domestic violence.

Public Hearing and adoption of a proposed Resolution to approve the submittal of a revised Program Income Only Community Development Block Grant (CDBG) application for the lease and rehabilitation of property to establish a temporary shelter for victims of domestic violence.

Detailed Description/Background of request

At the Board's August, 31, 2021 meeting, the Board conducted a public hearing, and after the close of the hearing, adopted Resolution No. 21-046 authorizing the submittal of a Program Income (PI) Only Community Development Block Grant (CDBG) application to fund a temporary shelter to victims of domestic violence (Attachment #1).

Subsequently, at the Board's February 15, 2022 meeting, the Board conducted a public hearing to make a number of changes to this PI Only application as well considering the approval of the application through the adoption of a new resolution using HCD's amended resolution template. Following the public hearing, the Board adopted Resolution No. 22-007 approving the submittal of the application. Please refer to Attachment #2 for the February 15, 2022 staff report and resolution.

Following this approval, staff has worked on securing a property owned by the Williamson School District for the establishment of the domestic violence center. Unfortunately, staff could not come to terms with the District on the sale of the property and the staff had to locate another property.

Staff has located another building that is County owned and a portion of this building is not planned to be used by any other County Department. County staff has met with the potential operator of the domestic violence center and the identified portion of this building would meet their needs with certain security upgrades.

The proposed project before the Board is the approval of the CDBG PI Only application to lease a portion of this building for up to 30 years and to make the necessary security upgrades. As currently drafted, the license (agreement) would be for 30 years and Program Income funds would pay for the monthly rental amount currently estimated at \$2,750. Which over the 30 years totals just under \$1,000,000. In addition, Program Income funds would also pay for the necessary security upgrades which would not exceed \$250,000. This budget amount would also pay for consultant services to monitor the construction contracting and to conduct the required payroll monitoring and documentation per CDBG requirements.

One important aspect of this project is that it would commit the majority of the County's CDBG PI funds (currently just over \$1,310,000) to this project. Once this commitment has been approved, the County would be in the position to apply for additional CDBG funds for a wider range of activities currently not allowed with the use of Program Income funds, such as public and business services.

Should the Board approved the attached resolution, staff would finalize the Program Income Only application and submit the application for HCD review and approval.

Prior Board Action

At the Board's August 31, 2021 meeting, the Board authorized the submittal of a PI-Only CDBG application for Karen's House.

At the Board's February 15, 2022 meeting, the Board authorized the submittal of an amended PI-Only CDBG application for Karen's House.

Fiscal Impact/Funding Source

The \$1,250,000 allocation would come from the County's CDBG Program Income fund.

Action for the Clerk

Should the Board approve the submittal of the amended PI Only CDBG application, obtain the Board Chair's signature on the approving Resolution and send a signed copy to the Community Development Director.

Furthermore, please forward a Board Minute Order with a complete accounting of all public comments for this project with a conclusionary statement that no additional comments were received, or in the case of no public comments a statement of such, in order to satisfy HCD's public reporting requirements.

ATTACHMENTS:

- Revised PI-Only Resolution Temporary Shelter Victims of Domestic Violence (DOCX)
- Attachment #1 BOS Resolution 21-007 Approving PI Only Application and Staff Report (PDF)

Action Item (ID # 10227)

Meeting of December 17, 2024

- Attachment #2 BOS Resolution 22-007 Approving PI Only Application and Staff Report (PDF)
- Proof of Publication (PDF)

Resolution of the Governing Body

RESOLUTION NO. 24-_____

A RESOLUTION APPROVING AN APPLICATION FOR FUNDING AND THE EXECUTION OF A GRANT AGREEMENT AND ANY AMENDMENTS THERE TO FROM THE 2024 FUNDING YEAR OF THE STATE CDBG PROGRAM

BE IT RESOLVED by the Board of Supervisors of the **County** of Colusa as follows:

SECTION 1:

The Board of Supervisors has reviewed and hereby approves the submission to the State of California of one or more application(s) in the aggregate amount, not to exceed, of \$1,250,000.00 for the following CDBG activities, pursuant to the and 2024 CDBG NOFA:

List activities and amounts

Activity (e.g. Public Services, Infrastructure, etc.)	Dollar Amount Being Requested for the Activity
Activity	\$ 1,206,600.00
General Administration	\$ 18,162.00
	\$
	\$
	\$

SECTION 2:

The **Board of Supervisors** hereby approves the use of Program Income in an amount not to exceed \$1,250,000.00 for the CDBG activities described in Section 1.

SECTION 3:

The **Board of Supervisors** acknowledges compliance with all state and federal public participation requirements in the development of its application(s).

SECTION 4:

The **Board of Supervisors** hereby authorizes and directs the County Administrative Officer or designee*, to execute and deliver all applications and act on the **County's** behalf in all matters pertaining to all such applications.

SECTION 5:

If an application is approved, the County Administrative Officer or designee*, is authorized to enter into, execute and deliver the grant agreement (*i.e.*, Standard Agreement), any recordable or nonrecordable contract documents, and any and all subsequent amendments thereto with the State of California for the purposes of the grant.

Department of Housing and Community Development
Resolution Form Revised 7/23/2024

2024 CDBG NOFA

SECTION 6:

If an application is approved, the County Administrative Officer or designee*, is authorized to sign and submit Funds Requests and all required reporting forms and other documentation as may be required by the State of California from time to time in connection with the grant.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the **County** of Colusa held on 17th day of December of 2024 by the following vote:

AYES: Enter # of votes or names

ABSENT: Enter # absentees or names

NOES: Enter # of votes or names

ABSTAIN: Enter # of abstains or names

Gary J. Evans, Chair
Board of Supervisors

STATE OF CALIFORNIA

County of Colusa

I, Patricia Rodriguez, **Deputy Clerk of the Board of Supervisors** of the County of Colusa, State of California, hereby certify the above and foregoing to be a full, true and correct copy of a resolution adopted by said Board of Supervisors on this 17th day of December, 2024 and that said resolution has not been amended, modified, repealed, or rescinded since its date of adoption and is in full force and effect as of the date hereof.

Patricia Rodriguez, Deputy Clerk of the Board of Supervisors
County of Colusa, State of California

RESOLUTION NO.21-046

**A RESOLUTION OF THE COLUSA COUNTY BOARD OF SUPERVISORS
AUTHORIZING THE COMMITMENT OF UP TO \$650,000 OF PROGRAM INCOME
FROM THE COUNTY'S COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
TO FUND KAREN'S HOUSE, HOME FOR ABUSED WOMEN AND CHILDREN
PROJECT CONTINGENT ON THE STATE'S APPROVAL OF A PROGRAM INCOME
ONLY APPLICATION, AND AUTHORIZING STAFF TO SUBMIT THE PROGRAM
INCOME ONLY APPLICATION AND PROCESS ALL DOCUMENTS**

BE IT RESOLVED by the **County Board of Supervisors** of the **County of Colusa** as follows:

SECTION 1:

The County Board of Supervisors has reviewed and hereby approves the submission to the State of California of an application for the Karen's House Project – Home for Abused Women and Children.

SECTION 2:

The Board hereby approves the use of Program Income in an amount not to exceed \$650,000 for the CDBG activities described in Section 1.

SECTION 3:

The Board acknowledges compliance with all state and federal public participation requirements in the development of its application(s).

SECTION 4:

The County hereby authorizes and directs the County Administrative Officer, Wendy G. Tyler, to execute and deliver all applications and act on the Board's behalf in all matters pertaining to all such applications.

SECTION 5:

If an application is approved, the County Administrative Officer, Wendy G. Tyler, is authorized to enter into, execute and deliver the grant agreement (i.e., Standard Agreement) and any and all subsequent amendments thereto with the State of California for the purposes of the grant.

SECTION 6:

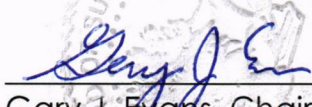
If an application is approved, the County Administrative Officer, Wendy G. Tyler is authorized to sign and submit Funds Requests and all required reporting forms and other documentation as may be required by the State of California from time to time in connection with the grant.

SECTION 7:

If the application is approved, the County Auditor is authorized to establish the appropriations for the budget to implement this Program Income Project from the County's CDBG Program Income Account following submittal of necessary budget adjustment forms.

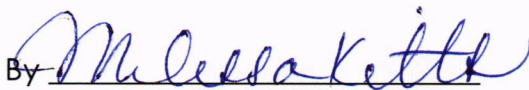
PASSED AND ADOPTED at a regular meeting of the **County Board of Supervisors** of the **County of Colusa** held on the 31st of August, 2021 by the following vote:

AYES:	Supervisors Kent S. Boes, Daurice K. Smith, Denise J. Carter, J. Merced Corona and Gary J. Evans.
NOES:	None.
ABSENT:	None.



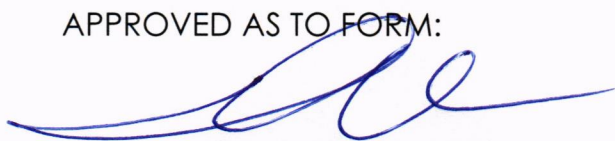
Gary J. Evans, Chairperson
Colusa County Board of Supervisors

ATTEST:
Wendy G Tyler
Clerk to the Board of Supervisors

By 

Melissa Kitts, Deputy Clerk

APPROVED AS TO FORM:



David Prentice, Interim County Counsel

**Request For County Board of Supervisors Action**

MEETING DATE: August 31, 2021

DEPARTMENT: Community Development

FROM: Greg Plucker

SUBJECT: Public Hearing to consider a Program Income Only
Community Development Block Grant application for the
Karen's House

Public Hearing and proposed Resolution to approve the submittal of a Program Income Only Community Development Block Grant application for the Karen's House, Home for Abused Women and Children Loan Project.

Detailed Description/Background of request

The County released a Notice of Funding Availability in February of 2020 conducting a County-wide solicitation for potentially eligible projects and inviting all interested parties and non-profit organizations to submit potentially eligible PI fund projects. This provided an opportunity for citizens and organizations throughout the County to participate in the identification, the development and implementation of eligible projects. In total, we received over \$1,000,000 more in funding requests than was available. Many of the proposals included two or three different eligible activities. Due to CDBG rules, the County can only fund two different eligible PI Only activities at any one time. Staff and the Community and Economic Development Committee (CEDC) reviewed all proposals for eligibility, readiness, and need. In order to address the over subscription of funding requests and the limitation on the number of eligible activities that could be funded, eligible and potentially eligible applicants were provided an opportunity to amend their proposals to focus on public facilities that could be funded through a loan. Three eligible amended proposals were received. The PI fund has \$1,161,451 available for eligible projects.

Karen's House is a non-profit organization in Colusa County. Their mission began shortly after the death of Karen Garcia, a victim of domestic violence. Karen's House has been committed to building the first Domestic Violence Program for Colusa County and advocating on behalf of domestic violence victims and their children.

There is a shortage of affordable housing in Colusa County making it difficult for domestic violence survivors to leave abusive situations. This home would be used to house women and their children when fleeing abusive relationships until they can be placed in safe, permanent housing. This project qualifies under Clientele Presumed to be Principally Low- and Moderate-income persons as it will exclusively benefit battered spouses and abused children. Karen's House is requesting a loan in the amount of

\$650,000 for a home for abused women and children. This would include the site/building acquisition and any modifications needed for certifications. See breakdown below:

\$572,000 (Building purchase)
\$ 74,500 (Modifications and Certifications necessary for shared living)
\$ 3,500 (ADA Inspection and Certification)
Total - \$650,000

The CEDC reviewed all eligible proposals at multiple public meetings and on August 2, 2021 recommended to the Board of Supervisors to approve a PI Only CDBG application to the State for the Karen's House, Home for Abused Women and Children PI fund interest only loan subject to the following loan terms:

- 30 year interest only loan at 1%.
- 3 years deferral of payments.
- After third year and for a total of 27 years, Payments would be between \$619.23 and \$602.79 per month.
- No prepayment penalty.
- County holds a lien on the property for the principle amount of \$650,000 until the property is sold or the use ceases.

Karen's House has a well-rounded Board. With members experienced in: grant administration and program development; domestic violence advocate training; domestic violence non-profit experience; realtor experience familiar with navigating property management and zoning laws; transitional housing procedures and requirements; and grant writing. The following management systems are already in place: Shelter Guidelines and property management, Volunteer Policies, Coordinated Entry, Procurement, Housing Guidelines, and Financial Management (OMB).

CDBG Program Income Fund Background

In March 2015 the Colusa County Board of Supervisors established a Housing Revolving Loan Fund and an Economic Development Revolving Loan Fund (RLF). Payments for loans made with CDBG funds were paid back to the particular RLF that related to the original loan allowing additional loans to be made for similar specific activities or projects from that fund. Despite efforts to put this money back into the community through eligible loans the amount of money in the RLF's grew as a result of loan payments and loan pay-offs. On October 1, 2019 the two RLF's had accumulated a total of \$1,020,750.

On November 5, 2019 the Board of Supervisors, under the recommendation from the CEDC dissolved the existing RLF's and combined these funds into a single Program Income fund which HCD approved on January 21, 2020. In doing so, all projects that meet a national eligibility objective could potentially be funded providing a wider range of options to utilize these funds and meet current significant community needs.

Under HCD rules, if the County has PI funds available, it must first spend its PI funds before it can spend or apply for any open CDBG grant funds. If the County does not utilize or revolve its PI funds, there is a significant risk of these funds being required to be sent back to the State.

Prior Board Action

Fiscal Impact/Funding Source

This \$650,000 grant would come from the County's CDBG Program Income fund. As of June 30, 2021 the Program Income fund has a balance of \$1,161,451.

Action for the Clerk

Should the Board approve the submittal of a PI Only CDBG application for the Karen's House - Home for Abused Women and Children Project, obtain the Board Chair's signature on the approving Resolution and send a signed copy to the Community Development Director.

ATTACHMENTS:

- Resolution Approving an Application for Karen's House (DOCX)
- Karens House Proposed Amortization Sheet (PDF)
- PH Notice Karen's House PI Only Grant (DOCX)
- Proof of Affidavit (PDF)

RESOLUTION NO.____

**A RESOLUTION OF THE COLUSA COUNTY BOARD OF SUPERVISORS
AUTHORIZING THE COMMITMENT OF UP TO \$650,000 OF PROGRAM INCOME
FROM THE COUNTY'S COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
TO FUND KAREN'S HOUSE, HOME FOR ABUSED WOMEN AND CHILDREN
PROJECT CONTINGENT ON THE STATE'S APPROVAL OF A PROGRAM INCOME
ONLY APPLICATION, AND AUTHORIZING STAFF TO SUBMIT THE PROGRAM
INCOME ONLY APPLICATION AND PROCESS ALL DOCUMENTS**

BE IT RESOLVED by the **County Board of Supervisors** of the **County of Colusa** as follows:

SECTION 1:

The County Board of Supervisors has reviewed and hereby approves the submission to the State of California of an application for the Karen's House Project – Home for Abused Women and Children.

SECTION 2:

The Board hereby approves the use of Program Income in an amount not to exceed \$650,000 for the CDBG activities described in Section 1.

SECTION 3:

The Board acknowledges compliance with all state and federal public participation requirements in the development of its application(s).

SECTION 4:

The County hereby authorizes and directs the County Administrative Officer, Wendy G. Tyler, to execute and deliver all applications and act on the Board's behalf in all matters pertaining to all such applications.

SECTION 5:

If an application is approved, the County Administrative Officer, Wendy G. Tyler, is authorized to enter into, execute and deliver the grant agreement (i.e., Standard Agreement) and any and all subsequent amendments thereto with the State of California for the purposes of the grant.

SECTION 6:

If an application is approved, the County Administrative Officer, Wendy G. Tyler is authorized to sign and submit Funds Requests and all required reporting forms and other documentation as may be required by the State of California from time to time in connection with the grant.

SECTION 7:

If the application is approved, the County Auditor is authorized to establish the appropriations for the budget to implement this Program Income Project from the County's CDBG Program Income Account following submittal of necessary budget adjustment forms.

PASSED AND ADOPTED at a regular meeting of the **County Board of Supervisors** of the **County of Colusa** held on the 31st of August, 2021 by the following vote:

AYES:

NOES:

ABSENT:

Gary J. Evans, Chairperson
Colusa County Board of Supervisors

ATTEST:
Wendy G Tyler
Clerk to the Board of Supervisors

By _____
Melissa Kitts, Deputy Clerk

APPROVED AS TO FORM:

David Prentice, Interim County Counsel

Karen's House 3 yr Deferment Proposed Loan

Loan Information		Summary	
Loan Amount	\$ 650,000	Rate (per period)	0.083%
Annual Interest Rate	1.00%		
Compound Period	Monthly	Number of Payments	324
Term (Length) of Loan	30 yrs	Total Payments	\$ 197,966.58
First Payment Date	3/1/2022	Total Interest	\$ 197,966.58
Payment Frequency	Monthly		
Payment Type	End of Period		
Interest-Only Period	30 yrs		
Rounding On	Yes		

Amortization Schedule

No.	Due Date	Interest Only Payment	Additional Interest Payment	Total Payment Amount	Interest	Principal	Balance
							\$650,000.00
1	3/1/22				541.67	-541.67	650,541.67 Year 1
2	4/1/22				542.12	-542.12	651,083.79
3	5/1/22				542.57	-542.57	651,626.36
4	6/1/22				543.02	-543.02	652,169.38
5	7/1/22				543.47	-543.47	652,712.85
6	8/1/22				543.93	-543.93	653,256.78
7	9/1/22				544.38	-544.38	653,801.16
8	10/1/22				544.83	-544.83	654,345.99
9	11/1/22				545.29	-545.29	654,891.28
10	12/1/22				545.74	-545.74	655,437.02
11	1/1/23				546.20	-546.20	655,983.22
12	2/1/23				546.65	-546.65	656,529.87
13	3/1/23				547.11	-547.11	657,076.98 Year 2
14	4/1/23				547.56	-547.56	657,624.54
15	5/1/23				548.02	-548.02	658,172.56
16	6/1/23				548.48	-548.48	658,721.04
17	7/1/23				548.93	-548.93	659,269.97
18	8/1/23				549.39	-549.39	659,819.36
19	9/1/23				549.85	-549.85	660,369.21
20	10/1/23				550.31	-550.31	660,919.52
21	11/1/23				550.77	-550.77	661,470.29
22	12/1/23				551.23	-551.23	662,021.52
23	1/1/24				551.68	-551.68	662,573.20
24	2/1/24				552.14	-552.14	663,125.34
25	3/1/24				552.60	-552.60	663,677.94 Year 3
26	4/1/24				553.06	-553.06	664,231.00
27	5/1/24				553.53	-553.53	664,784.53
28	6/1/24				553.99	-553.99	665,338.52
29	7/1/24				554.45	-554.45	665,892.97
30	8/1/24				554.91	-554.91	666,447.88
31	9/1/24				555.37	-555.37	667,003.25
32	10/1/24				555.84	-555.84	667,559.09
33	11/1/24				556.30	-556.30	668,115.39
34	12/1/24				556.76	-556.76	668,672.15
35	1/1/25				557.23	-557.23	669,229.38
36	2/1/25				557.69	-557.69	669,787.07
37	3/1/25	558.16	61.07	619.23	558.16	61.07	669,726.00 Year 4
38	4/1/25	558.10	61.07	619.17	558.10	61.07	669,664.93
39	5/1/25	558.05	61.07	619.12	558.05	61.07	669,603.86
40	6/1/25	558.00	61.07	619.07	558.00	61.07	669,542.79
41	7/1/25	557.95	61.07	619.02	557.95	61.07	669,481.71

No.	Due Date	Interest Only Payment	Additional Interest Payment	Total Payment Amount	Interest	Principal	Balance
42	8/1/25	557.90	61.07	618.97	557.90	61.07	669,420.64
43	9/1/25	557.85	61.07	618.92	557.85	61.07	669,359.57
44	10/1/25	557.80	61.07	618.87	557.80	61.07	669,298.50
45	11/1/25	557.75	61.07	618.82	557.75	61.07	669,237.43
46	12/1/25	557.70	61.07	618.77	557.70	61.07	669,176.36
47	1/1/26	557.65	61.07	618.72	557.65	61.07	669,115.29
48	2/1/26	557.60	61.07	618.67	557.60	61.07	669,054.22
49	3/1/26	557.55	61.07	618.62	557.55	61.07	668,993.14 Year 5
50	4/1/26	557.49	61.07	618.56	557.49	61.07	668,932.07
51	5/1/26	557.44	61.07	618.51	557.44	61.07	668,871.00
52	6/1/26	557.39	61.07	618.46	557.39	61.07	668,809.93
53	7/1/26	557.34	61.07	618.41	557.34	61.07	668,748.86
54	8/1/26	557.29	61.07	618.36	557.29	61.07	668,687.79
55	9/1/26	557.24	61.07	618.31	557.24	61.07	668,626.72
56	10/1/26	557.19	61.07	618.26	557.19	61.07	668,565.65
57	11/1/26	557.14	61.07	618.21	557.14	61.07	668,504.57
58	12/1/26	557.09	61.07	618.16	557.09	61.07	668,443.50
59	1/1/27	557.04	61.07	618.11	557.04	61.07	668,382.43
60	2/1/27	556.99	61.07	618.06	556.99	61.07	668,321.36
61	3/1/27	556.93	61.07	618.00	556.93	61.07	668,260.29 Year 6
62	4/1/27	556.88	61.07	617.95	556.88	61.07	668,199.22
63	5/1/27	556.83	61.07	617.90	556.83	61.07	668,138.15
64	6/1/27	556.78	61.07	617.85	556.78	61.07	668,077.08
65	7/1/27	556.73	61.07	617.80	556.73	61.07	668,016.01
66	8/1/27	556.68	61.07	617.75	556.68	61.07	667,954.93
67	9/1/27	556.63	61.07	617.70	556.63	61.07	667,893.86
68	10/1/27	556.58	61.07	617.65	556.58	61.07	667,832.79
69	11/1/27	556.53	61.07	617.60	556.53	61.07	667,771.72
70	12/1/27	556.48	61.07	617.55	556.48	61.07	667,710.65
71	1/1/28	556.43	61.07	617.50	556.43	61.07	667,649.58
72	2/1/28	556.37	61.07	617.44	556.37	61.07	667,588.51
73	3/1/28	556.32	61.07	617.39	556.32	61.07	667,527.44 Year 7
74	4/1/28	556.27	61.07	617.34	556.27	61.07	667,466.36
75	5/1/28	556.22	61.07	617.29	556.22	61.07	667,405.29
76	6/1/28	556.17	61.07	617.24	556.17	61.07	667,344.22
77	7/1/28	556.12	61.07	617.19	556.12	61.07	667,283.15
78	8/1/28	556.07	61.07	617.14	556.07	61.07	667,222.08
79	9/1/28	556.02	61.07	617.09	556.02	61.07	667,161.01
80	10/1/28	555.97	61.07	617.04	555.97	61.07	667,099.94
81	11/1/28	555.92	61.07	616.99	555.92	61.07	667,038.87
82	12/1/28	555.87	61.07	616.94	555.87	61.07	666,977.79
83	1/1/29	555.81	61.07	616.88	555.81	61.07	666,916.72
84	2/1/29	555.76	61.07	616.83	555.76	61.07	666,855.65
85	3/1/29	555.71	61.07	616.78	555.71	61.07	666,794.58 Year 8
86	4/1/29	555.66	61.07	616.73	555.66	61.07	666,733.51
87	5/1/29	555.61	61.07	616.68	555.61	61.07	666,672.44
88	6/1/29	555.56	61.07	616.63	555.56	61.07	666,611.37
89	7/1/29	555.51	61.07	616.58	555.51	61.07	666,550.30
90	8/1/29	555.46	61.07	616.53	555.46	61.07	666,489.22
91	9/1/29	555.41	61.07	616.48	555.41	61.07	666,428.15
92	10/1/29	555.36	61.07	616.43	555.36	61.07	666,367.08
93	11/1/29	555.31	61.07	616.38	555.31	61.07	666,306.01
94	12/1/29	555.26	61.07	616.33	555.26	61.07	666,244.94
95	1/1/30	555.20	61.07	616.27	555.20	61.07	666,183.87
96	2/1/30	555.15	61.07	616.22	555.15	61.07	666,122.80
97	3/1/30	555.10	61.07	616.17	555.10	61.07	666,061.73 Year 9
98	4/1/30	555.05	61.07	616.12	555.05	61.07	666,000.66
99	5/1/30	555.00	61.07	616.07	555.00	61.07	665,939.58

Attachment: Attachment #1 BOS Resolution 21-007 Approving PI Only Application and Staff Report (10227 : PI-Only CDBG Application

No.	Due Date	Interest Only Payment	Additional Interest Payment	Total Payment Amount	Interest	Principal	Balance
100	6/1/30	554.95	61.07	616.02	554.95	61.07	665,878.51
101	7/1/30	554.90	61.07	615.97	554.90	61.07	665,817.44
102	8/1/30	554.85	61.07	615.92	554.85	61.07	665,756.37
103	9/1/30	554.80	61.07	615.87	554.80	61.07	665,695.30
104	10/1/30	554.75	61.07	615.82	554.75	61.07	665,634.23
105	11/1/30	554.70	61.07	615.77	554.70	61.07	665,573.16
106	12/1/30	554.64	61.07	615.71	554.64	61.07	665,512.09
107	1/1/31	554.59	61.07	615.66	554.59	61.07	665,451.01
108	2/1/31	554.54	61.07	615.61	554.54	61.07	665,389.94
109	3/1/31	554.49	61.07	615.56	554.49	61.07	665,328.87 Year 10
110	4/1/31	554.44	61.07	615.51	554.44	61.07	665,267.80
111	5/1/31	554.39	61.07	615.46	554.39	61.07	665,206.73
112	6/1/31	554.34	61.07	615.41	554.34	61.07	665,145.66
113	7/1/31	554.29	61.07	615.36	554.29	61.07	665,084.59
114	8/1/31	554.24	61.07	615.31	554.24	61.07	665,023.52
115	9/1/31	554.19	61.07	615.26	554.19	61.07	664,962.44
116	10/1/31	554.14	61.07	615.21	554.14	61.07	664,901.37
117	11/1/31	554.08	61.07	615.15	554.08	61.07	664,840.30
118	12/1/31	554.03	61.07	615.10	554.03	61.07	664,779.23
119	1/1/32	553.98	61.07	615.05	553.98	61.07	664,718.16
120	2/1/32	553.93	61.07	615.00	553.93	61.07	664,657.09
121	3/1/32	553.88	61.07	614.95	553.88	61.07	664,596.02 Year 11
122	4/1/32	553.83	61.07	614.90	553.83	61.07	664,534.95
123	5/1/32	553.78	61.07	614.85	553.78	61.07	664,473.88
124	6/1/32	553.73	61.07	614.80	553.73	61.07	664,412.80
125	7/1/32	553.68	61.07	614.75	553.68	61.07	664,351.73
126	8/1/32	553.63	61.07	614.70	553.63	61.07	664,290.66
127	9/1/32	553.58	61.07	614.65	553.58	61.07	664,229.59
128	10/1/32	553.52	61.07	614.59	553.52	61.07	664,168.52
129	11/1/32	553.47	61.07	614.54	553.47	61.07	664,107.45
130	12/1/32	553.42	61.07	614.49	553.42	61.07	664,046.38
131	1/1/33	553.37	61.07	614.44	553.37	61.07	663,985.31
132	2/1/33	553.32	61.07	614.39	553.32	61.07	663,924.23
133	3/1/33	553.27	61.07	614.34	553.27	61.07	663,863.16 Year 12
134	4/1/33	553.22	61.07	614.29	553.22	61.07	663,802.09
135	5/1/33	553.17	61.07	614.24	553.17	61.07	663,741.02
136	6/1/33	553.12	61.07	614.19	553.12	61.07	663,679.95
137	7/1/33	553.07	61.07	614.14	553.07	61.07	663,618.88
138	8/1/33	553.02	61.07	614.09	553.02	61.07	663,557.81
139	9/1/33	552.96	61.07	614.03	552.96	61.07	663,496.74
140	10/1/33	552.91	61.07	613.98	552.91	61.07	663,435.66
141	11/1/33	552.86	61.07	613.93	552.86	61.07	663,374.59
142	12/1/33	552.81	61.07	613.88	552.81	61.07	663,313.52
143	1/1/34	552.76	61.07	613.83	552.76	61.07	663,252.45
144	2/1/34	552.71	61.07	613.78	552.71	61.07	663,191.38
145	3/1/34	552.66	61.07	613.73	552.66	61.07	663,130.31 Year 13
146	4/1/34	552.61	61.07	613.68	552.61	61.07	663,069.24
147	5/1/34	552.56	61.07	613.63	552.56	61.07	663,008.17
148	6/1/34	552.51	61.07	613.58	552.51	61.07	662,947.10
149	7/1/34	552.46	61.07	613.53	552.46	61.07	662,886.02
150	8/1/34	552.41	61.07	613.48	552.41	61.07	662,824.95
151	9/1/34	552.35	61.07	613.42	552.35	61.07	662,763.88
152	10/1/34	552.30	61.07	613.37	552.30	61.07	662,702.81
153	11/1/34	552.25	61.07	613.32	552.25	61.07	662,641.74
154	12/1/34	552.20	61.07	613.27	552.20	61.07	662,580.67
155	1/1/35	552.15	61.07	613.22	552.15	61.07	662,519.60
156	2/1/35	552.10	61.07	613.17	552.10	61.07	662,458.53
157	3/1/35	552.05	61.07	613.12	552.05	61.07	662,397.45 Year 14

No.	Due Date	Interest Only Payment	Additional Interest Payment	Total Payment Amount	Interest	Principal	Balance
158	4/1/35	552.00	61.07	613.07	552.00	61.07	662,336.38
159	5/1/35	551.95	61.07	613.02	551.95	61.07	662,275.31
160	6/1/35	551.90	61.07	612.97	551.90	61.07	662,214.24
161	7/1/35	551.85	61.07	612.92	551.85	61.07	662,153.17
162	8/1/35	551.79	61.07	612.86	551.79	61.07	662,092.10
163	9/1/35	551.74	61.07	612.81	551.74	61.07	662,031.03
164	10/1/35	551.69	61.07	612.76	551.69	61.07	661,969.96
165	11/1/35	551.64	61.07	612.71	551.64	61.07	661,908.88
166	12/1/35	551.59	61.07	612.66	551.59	61.07	661,847.81
167	1/1/36	551.54	61.07	612.61	551.54	61.07	661,786.74
168	2/1/36	551.49	61.07	612.56	551.49	61.07	661,725.67
169	3/1/36	551.44	61.07	612.51	551.44	61.07	661,664.60 Year 15
170	4/1/36	551.39	61.07	612.46	551.39	61.07	661,603.53
171	5/1/36	551.34	61.07	612.41	551.34	61.07	661,542.46
172	6/1/36	551.29	61.07	612.36	551.29	61.07	661,481.39
173	7/1/36	551.23	61.07	612.30	551.23	61.07	661,420.32
174	8/1/36	551.18	61.07	612.25	551.18	61.07	661,359.24
175	9/1/36	551.13	61.07	612.20	551.13	61.07	661,298.17
176	10/1/36	551.08	61.07	612.15	551.08	61.07	661,237.10
177	11/1/36	551.03	61.07	612.10	551.03	61.07	661,176.03
178	12/1/36	550.98	61.07	612.05	550.98	61.07	661,114.96
179	1/1/37	550.93	61.07	612.00	550.93	61.07	661,053.89
180	2/1/37	550.88	61.07	611.95	550.88	61.07	660,992.82
181	3/1/37	550.83	61.07	611.90	550.83	61.07	660,931.75 Year 16
182	4/1/37	550.78	61.07	611.85	550.78	61.07	660,870.67
183	5/1/37	550.73	61.07	611.80	550.73	61.07	660,809.60
184	6/1/37	550.67	61.07	611.74	550.67	61.07	660,748.53
185	7/1/37	550.62	61.07	611.69	550.62	61.07	660,687.46
186	8/1/37	550.57	61.07	611.64	550.57	61.07	660,626.39
187	9/1/37	550.52	61.07	611.59	550.52	61.07	660,565.32
188	10/1/37	550.47	61.07	611.54	550.47	61.07	660,504.25
189	11/1/37	550.42	61.07	611.49	550.42	61.07	660,443.18
190	12/1/37	550.37	61.07	611.44	550.37	61.07	660,382.10
191	1/1/38	550.32	61.07	611.39	550.32	61.07	660,321.03
192	2/1/38	550.27	61.07	611.34	550.27	61.07	660,259.96
193	3/1/38	550.22	61.07	611.29	550.22	61.07	660,198.89 Year 17
194	4/1/38	550.17	61.07	611.24	550.17	61.07	660,137.82
195	5/1/38	550.11	61.07	611.18	550.11	61.07	660,076.75
196	6/1/38	550.06	61.07	611.13	550.06	61.07	660,015.68
197	7/1/38	550.01	61.07	611.08	550.01	61.07	659,954.61
198	8/1/38	549.96	61.07	611.03	549.96	61.07	659,893.53
199	9/1/38	549.91	61.07	610.98	549.91	61.07	659,832.46
200	10/1/38	549.86	61.07	610.93	549.86	61.07	659,771.39
201	11/1/38	549.81	61.07	610.88	549.81	61.07	659,710.32
202	12/1/38	549.76	61.07	610.83	549.76	61.07	659,649.25
203	1/1/39	549.71	61.07	610.78	549.71	61.07	659,588.18
204	2/1/39	549.66	61.07	610.73	549.66	61.07	659,527.11
205	3/1/39	549.61	61.07	610.68	549.61	61.07	659,466.04 Year 18
206	4/1/39	549.56	61.07	610.63	549.56	61.07	659,404.97
207	5/1/39	549.50	61.07	610.57	549.50	61.07	659,343.89
208	6/1/39	549.45	61.07	610.52	549.45	61.07	659,282.82
209	7/1/39	549.40	61.07	610.47	549.40	61.07	659,221.75
210	8/1/39	549.35	61.07	610.42	549.35	61.07	659,160.68
211	9/1/39	549.30	61.07	610.37	549.30	61.07	659,099.61
212	10/1/39	549.25	61.07	610.32	549.25	61.07	659,038.54
213	11/1/39	549.20	61.07	610.27	549.20	61.07	658,977.47
214	12/1/39	549.15	61.07	610.22	549.15	61.07	658,916.40
215	1/1/40	549.10	61.07	610.17	549.10	61.07	658,855.32

No.	Due Date	Interest Only Payment	Additional Interest Payment	Total Payment Amount	Interest	Principal	Balance
216	2/1/40	549.05	61.07	610.12	549.05	61.07	658,794.25
217	3/1/40	549.00	61.07	610.07	549.00	61.07	658,733.18 Year 19
218	4/1/40	548.94	61.07	610.01	548.94	61.07	658,672.11
219	5/1/40	548.89	61.07	609.96	548.89	61.07	658,611.04
220	6/1/40	548.84	61.07	609.91	548.84	61.07	658,549.97
221	7/1/40	548.79	61.07	609.86	548.79	61.07	658,488.90
222	8/1/40	548.74	61.07	609.81	548.74	61.07	658,427.83
223	9/1/40	548.69	61.07	609.76	548.69	61.07	658,366.75
224	10/1/40	548.64	61.07	609.71	548.64	61.07	658,305.68
225	11/1/40	548.59	61.07	609.66	548.59	61.07	658,244.61
226	12/1/40	548.54	61.07	609.61	548.54	61.07	658,183.54
227	1/1/41	548.49	61.07	609.56	548.49	61.07	658,122.47
228	2/1/41	548.44	61.07	609.51	548.44	61.07	658,061.40
229	3/1/41	548.38	61.07	609.45	548.38	61.07	658,000.33 Year 20
230	4/1/41	548.33	61.07	609.40	548.33	61.07	657,939.26
231	5/1/41	548.28	61.07	609.35	548.28	61.07	657,878.19
232	6/1/41	548.23	61.07	609.30	548.23	61.07	657,817.11
233	7/1/41	548.18	61.07	609.25	548.18	61.07	657,756.04
234	8/1/41	548.13	61.07	609.20	548.13	61.07	657,694.97
235	9/1/41	548.08	61.07	609.15	548.08	61.07	657,633.90
236	10/1/41	548.03	61.07	609.10	548.03	61.07	657,572.83
237	11/1/41	547.98	61.07	609.05	547.98	61.07	657,511.76
238	12/1/41	547.93	61.07	609.00	547.93	61.07	657,450.69
239	1/1/42	547.88	61.07	608.95	547.88	61.07	657,389.62
240	2/1/42	547.82	61.07	608.89	547.82	61.07	657,328.54
241	3/1/42	547.77	61.07	608.84	547.77	61.07	657,267.47 Year 21
242	4/1/42	547.72	61.07	608.79	547.72	61.07	657,206.40
243	5/1/42	547.67	61.07	608.74	547.67	61.07	657,145.33
244	6/1/42	547.62	61.07	608.69	547.62	61.07	657,084.26
245	7/1/42	547.57	61.07	608.64	547.57	61.07	657,023.19
246	8/1/42	547.52	61.07	608.59	547.52	61.07	656,962.12
247	9/1/42	547.47	61.07	608.54	547.47	61.07	656,901.05
248	10/1/42	547.42	61.07	608.49	547.42	61.07	656,839.97
249	11/1/42	547.37	61.07	608.44	547.37	61.07	656,778.90
250	12/1/42	547.32	61.07	608.39	547.32	61.07	656,717.83
251	1/1/43	547.26	61.07	608.33	547.26	61.07	656,656.76
252	2/1/43	547.21	61.07	608.28	547.21	61.07	656,595.69
253	3/1/43	547.16	61.07	608.23	547.16	61.07	656,534.62 Year 22
254	4/1/43	547.11	61.07	608.18	547.11	61.07	656,473.55
255	5/1/43	547.06	61.07	608.13	547.06	61.07	656,412.48
256	6/1/43	547.01	61.07	608.08	547.01	61.07	656,351.41
257	7/1/43	546.96	61.07	608.03	546.96	61.07	656,290.33
258	8/1/43	546.91	61.07	607.98	546.91	61.07	656,229.26
259	9/1/43	546.86	61.07	607.93	546.86	61.07	656,168.19
260	10/1/43	546.81	61.07	607.88	546.81	61.07	656,107.12
261	11/1/43	546.76	61.07	607.83	546.76	61.07	656,046.05
262	12/1/43	546.71	61.07	607.78	546.71	61.07	655,984.98
263	1/1/44	546.65	61.07	607.72	546.65	61.07	655,923.91
264	2/1/44	546.60	61.07	607.67	546.60	61.07	655,862.84
265	3/1/44	546.55	61.07	607.62	546.55	61.07	655,801.76 Year 23
266	4/1/44	546.50	61.07	607.57	546.50	61.07	655,740.69
267	5/1/44	546.45	61.07	607.52	546.45	61.07	655,679.62
268	6/1/44	546.40	61.07	607.47	546.40	61.07	655,618.55
269	7/1/44	546.35	61.07	607.42	546.35	61.07	655,557.48
270	8/1/44	546.30	61.07	607.37	546.30	61.07	655,496.41
271	9/1/44	546.25	61.07	607.32	546.25	61.07	655,435.34
272	10/1/44	546.20	61.07	607.27	546.20	61.07	655,374.27
273	11/1/44	546.15	61.07	607.22	546.15	61.07	655,313.19

No.	Due Date	Interest Only Payment	Additional Interest Payment	Total Payment Amount	Interest	Principal	Balance
274	12/1/44	546.09	61.07	607.16	546.09	61.07	655,252.12
275	1/1/45	546.04	61.07	607.11	546.04	61.07	655,191.05
276	2/1/45	545.99	61.07	607.06	545.99	61.07	655,129.98
277	3/1/45	545.94	61.07	607.01	545.94	61.07	655,068.91
278	4/1/45	545.89	61.07	606.96	545.89	61.07	655,007.84
279	5/1/45	545.84	61.07	606.91	545.84	61.07	654,946.77
280	6/1/45	545.79	61.07	606.86	545.79	61.07	654,885.70
281	7/1/45	545.74	61.07	606.81	545.74	61.07	654,824.63
282	8/1/45	545.69	61.07	606.76	545.69	61.07	654,763.55
283	9/1/45	545.64	61.07	606.71	545.64	61.07	654,702.48
284	10/1/45	545.59	61.07	606.66	545.59	61.07	654,641.41
285	11/1/45	545.53	61.07	606.60	545.53	61.07	654,580.34
286	12/1/45	545.48	61.07	606.55	545.48	61.07	654,519.27
287	1/1/46	545.43	61.07	606.50	545.43	61.07	654,458.20
288	2/1/46	545.38	61.07	606.45	545.38	61.07	654,397.13
289	3/1/46	545.33	61.07	606.40	545.33	61.07	654,336.06
290	4/1/46	545.28	61.07	606.35	545.28	61.07	654,274.98
291	5/1/46	545.23	61.07	606.30	545.23	61.07	654,213.91
292	6/1/46	545.18	61.07	606.25	545.18	61.07	654,152.84
293	7/1/46	545.13	61.07	606.20	545.13	61.07	654,091.77
294	8/1/46	545.08	61.07	606.15	545.08	61.07	654,030.70
295	9/1/46	545.03	61.07	606.10	545.03	61.07	653,969.63
296	10/1/46	544.97	61.07	606.04	544.97	61.07	653,908.56
297	11/1/46	544.92	61.07	605.99	544.92	61.07	653,847.49
298	12/1/46	544.87	61.07	605.94	544.87	61.07	653,786.41
299	1/1/47	544.82	61.07	605.89	544.82	61.07	653,725.34
300	2/1/47	544.77	61.07	605.84	544.77	61.07	653,664.27
301	3/1/47	544.72	61.07	605.79	544.72	61.07	653,603.20
302	4/1/47	544.67	61.07	605.74	544.67	61.07	653,542.13
303	5/1/47	544.62	61.07	605.69	544.62	61.07	653,481.06
304	6/1/47	544.57	61.07	605.64	544.57	61.07	653,419.99
305	7/1/47	544.52	61.07	605.59	544.52	61.07	653,358.92
306	8/1/47	544.47	61.07	605.54	544.47	61.07	653,297.84
307	9/1/47	544.41	61.07	605.48	544.41	61.07	653,236.77
308	10/1/47	544.36	61.07	605.43	544.36	61.07	653,175.70
309	11/1/47	544.31	61.07	605.38	544.31	61.07	653,114.63
310	12/1/47	544.26	61.07	605.33	544.26	61.07	653,053.56
311	1/1/48	544.21	61.07	605.28	544.21	61.07	652,992.49
312	2/1/48	544.16	61.07	605.23	544.16	61.07	652,931.42
313	3/1/48	544.11	61.07	605.18	544.11	61.07	652,870.35
314	4/1/48	544.06	61.07	605.13	544.06	61.07	652,809.28
315	5/1/48	544.01	61.07	605.08	544.01	61.07	652,748.20
316	6/1/48	543.96	61.07	605.03	543.96	61.07	652,687.13
317	7/1/48	543.91	61.07	604.98	543.91	61.07	652,626.06
318	8/1/48	543.86	61.07	604.93	543.86	61.07	652,564.99
319	9/1/48	543.80	61.07	604.87	543.80	61.07	652,503.92
320	10/1/48	543.75	61.07	604.82	543.75	61.07	652,442.85
321	11/1/48	543.70	61.07	604.77	543.70	61.07	652,381.78
322	12/1/48	543.65	61.07	604.72	543.65	61.07	652,320.71
323	1/1/49	543.60	61.07	604.67	543.60	61.07	652,259.63
324	2/1/49	543.55	61.07	604.62	543.55	61.07	652,198.56
325	3/1/49	543.50	61.07	604.57	543.50	61.07	652,137.49
326	4/1/49	543.45	61.07	604.52	543.45	61.07	652,076.42
327	5/1/49	543.40	61.07	604.47	543.40	61.07	652,015.35
328	6/1/49	543.35	61.07	604.42	543.35	61.07	651,954.28
329	7/1/49	543.30	61.07	604.37	543.30	61.07	651,893.21
330	8/1/49	543.24	61.07	604.31	543.24	61.07	651,832.14
331	9/1/49	543.19	61.07	604.26	543.19	61.07	651,771.06

Attachment: Attachment #1 BOS Resolution 21-007 Approving PI Only Application and Staff Report (10227 : PI-Only CDBG Application

No.	Due Date	Interest Only Payment	Additional Interest Payment	Total Payment Amount	Interest	Principal	Balance
332	10/1/49	543.14	61.07	604.21	543.14	61.07	651,709.99
333	11/1/49	543.09	61.07	604.16	543.09	61.07	651,648.92
334	12/1/49	543.04	61.07	604.11	543.04	61.07	651,587.85
335	1/1/50	542.99	61.07	604.06	542.99	61.07	651,526.78
336	2/1/50	542.94	61.07	604.01	542.94	61.07	651,465.71
337	3/1/50	542.89	61.07	603.96	542.89	61.07	651,404.64
338	4/1/50	542.84	61.07	603.91	542.84	61.07	651,343.57
339	5/1/50	542.79	61.07	603.86	542.79	61.07	651,282.50
340	6/1/50	542.74	61.07	603.81	542.74	61.07	651,221.42
341	7/1/50	542.68	61.07	603.75	542.68	61.07	651,160.35
342	8/1/50	542.63	61.07	603.70	542.63	61.07	651,099.28
343	9/1/50	542.58	61.07	603.65	542.58	61.07	651,038.21
344	10/1/50	542.53	61.07	603.60	542.53	61.07	650,977.14
345	11/1/50	542.48	61.07	603.55	542.48	61.07	650,916.07
346	12/1/50	542.43	61.07	603.50	542.43	61.07	650,855.00
347	1/1/51	542.38	61.07	603.45	542.38	61.07	650,793.93
348	2/1/51	542.33	61.07	603.40	542.33	61.07	650,732.85
349	3/1/51	542.28	61.07	603.35	542.28	61.07	650,671.78
350	4/1/51	542.23	61.07	603.30	542.23	61.07	650,610.71
351	5/1/51	542.18	61.07	603.25	542.18	61.07	650,549.64
352	6/1/51	542.12	61.07	603.19	542.12	61.07	650,488.57
353	7/1/51	542.07	61.07	603.14	542.07	61.07	650,427.50
354	8/1/51	542.02	61.07	603.09	542.02	61.07	650,366.43
355	9/1/51	541.97	61.07	603.04	541.97	61.07	650,305.36
356	10/1/51	541.92	61.07	602.99	541.92	61.07	650,244.28
357	11/1/51	541.87	61.07	602.94	541.87	61.07	650,183.21
358	12/1/51	541.82	61.07	602.89	541.82	61.07	650,122.14
359	1/1/52	541.77	61.07	602.84	541.77	61.07	650,061.07
360	2/1/52	541.72	61.07	602.79	541.72	61.07	650,000.00

Year 29

Year 30

Attachment: Attachment #1 BOS Resolution 21-007 Approving PI Only Application and Staff Report (10227 : PI-Only CDBG Application

NOTICE OF PUBLIC HEARING FOR SUBMITTAL OF STATE CDBG APPLICATION

NOTICE IS HEREBY GIVEN that the County of Colusa will conduct a public meeting on August 31, 2021 at 9:30 a.m., in the County Board of Supervisors' Chambers at 546 Jay Street, Suite 108, Colusa, CA, 95932 in order to submit a Program Income Only Community Development Block Grant (CDBG) Project, and solicit public input.

The County of Colusa is applying for approval to expend approximately \$650,000 in existing Program Income for the following eligible activities:

Karen's House is requesting a \$650,000 loan from Program Income funds for a home for abused women and children. This would include the site/building acquisition and any modifications needed for certifications. There is a shortage of housing in Colusa County making it difficult for domestic violence survivors to leave abusive situations. This home would be used to house women and their children when fleeing abusive relationships until they can be placed in safe, permanent housing. This project will exclusively benefit battered spouses and abused children.

As of June 30, 2021, the County of Colusa has \$1,161,451 in CDBG Program Income that must be expended prior to applying for additional CDBG grant funding.

The purpose of the public hearing is to give people an opportunity to make their comments known on the proposed activities/application.

If you require special accommodations to participate in the public hearing, please contact the Clerk of the Board at 530-458-0508 or boardclerk@countyofcolusa.org.

If you are unable to attend the public hearing, you may direct written comments to Greg Plucker, Community Development Director at 1213 Market Street, Colusa, CA 95932, or you may telephone him at 530-458-0480. In addition, information is available for review at the above address between the hours of 8:30 a.m. – 5:00 p.m., Monday through Friday.

The County of Colusa promotes fair housing and makes all its programs available to low- and moderate-income families regardless of age, race, color, religion, sex, national origin, sexual orientation, marital status, or handicap.

Dated:

ORIGINAL SIGNED _____

Ann Nordyke, Chief Deputy Clerk

LEGAL NOTICE

COUNTY OF COLUSA
NOTICE OF PUBLIC HEARING
FOR SUBMITTAL
OF STATE CDBG APPLICATION

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The County of Colusa is applying for approval to expend approximately \$650,000 in existing Program Income for the following eligible activities:

Karen's House is requesting a \$650,000 loan from Program Income funds for a home for abused women and children. This would include the site/building acquisition and any modifications needed for certifications. There is a shortage of housing in Colusa County making it difficult for domestic violence survivors to leave abusive situations. This home would be used to house women and their children when fleeing abusive relationships until they can be placed in safe, permanent housing. This project will exclusively benefit battered spouses and abused children.

As of June 30, 2021, the County of Colusa has \$1,161,451 in CDBG Program Income that must be expended prior to applying for additional CDBG grant funding.

The purpose of the public hearing is to give people an opportunity to make their comments known on the proposed activities/application.

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The County of Colusa promotes fair housing and makes all its programs available to low- and moderate-income families regardless of age, race, color, religion, sex, national origin, sexual orientation, marital status, or handicap.

Dated: August 10, 2021

/s/ Patricia Rodriguez, Deputy Clerk

08/12/2021 - WPR #2021-1052

LEGAL NOTICE**NOTICE OF PUBLIC HEARING
FOR SUBMITTAL OF STATE
CDBG APPLICATION**

NOTICE IS HEREBY GIVEN THAT the County of Colusa will conduct a Public Hearing on February 15, 2022 at 9:30 a.m., in the County Board of Supervisors' Chambers at 546 Jay Street, Suite 108, Colusa, CA, 95932 in order to consider a Program Income Only Community Development Block Grant (CDBG) project and to solicit public input on this project.

The County of Colusa is applying for approval to expend up to \$750,000 in existing Program Income for the acquisition of real property in order to establish a temporary shelter and transitional housing for victims of domestic violence. This housing would be used to house victims of domestic violence when fleeing abusive relationships until they can be placed in safe, permanent housing. This project will exclusively benefit victims of domestic violence including battered spouses and their children.

As of October, 2021, the County of Colusa has approximately \$1,163,000 in CDBG Program Income funds that must be expended prior to applying for additional CDBG grant funding.

The purpose of the Public Hearing is to give members of the public and all interested parties an opportunity to make their comments known on the proposed application and project.

If you require special accommodations to participate in the public hearing, please contact the Clerk of the Board at 530-458-0508 or boardclerk@countyofcolusa.org.

If you are unable to attend the Public Hearing, you may direct written comments to Greg Plucker, Community Development Director at 1213 Market Street, Colusa, CA 95932, or you may telephone him at 530-458-0480. In addition, the public information file is available for review at the above address between the hours of 8:30 a.m. – 5:00 p.m., Monday through Friday.

The County of Colusa promotes fair housing and makes all its programs available to low- and moderate-income families regardless of age, race, color, religion, sex, national origin, sexual orientation, marital status, or handicap.

Dated: January 25, 2022

/s/ Patricia Rodriguez, Deputy Clerk

01/27/2022 - CCPR#2022-0067

RESOLUTION NO. 22-007**A RESOLUTION APPROVING AN APPLICATION FOR FUNDING AND THE
EXECUTION OF A GRANT AGREEMENT AND ANY AMENDMENTS THERETO
FROM THE 2020-2021 FUNDING YEAR OF THE STATE CDBG PROGRAM**

BE IT RESOLVED by the **County Board of Supervisors** of the **County** of Colusa as follows:

SECTION 1:

The County Board of Supervisors has reviewed and hereby approves the submission to the State of California of one or more application(s) in the aggregate amount, not to exceed, of seven-hundred and fifty-thousand dollars and no cents (\$750,0000) for the following CDBG activities, pursuant to the January 2021 CDBG NOFA:

List activities and amounts

Acquisition of Real Property - \$ 750,000
(Temporary Shelter/Transitional Housing for Battered Spouse/Victims of Domestic Violence)

SECTION 2:

The County Board of Supervisors hereby approves the use of Program Income in an amount not to exceed \$750,000 for the CDBG activities described in Section 1.

SECTION 3:

The County Board of Supervisors acknowledges compliance with all state and federal public participation requirements in the development of its application(s).

SECTION 4:

The County Board of Supervisors hereby authorizes and directs the County Administrative Officer, or designee, to execute and deliver all applications and act on the County's behalf in all matters pertaining to all such applications.

SECTION 5:

If an application is approved, the Colusa County Administrative Officer, or designee, is authorized to enter into, execute and deliver the grant agreement (*i.e.*, Standard Agreement) and any and all subsequent amendments thereto with the State of California for the purposes of the grant.

SECTION 6:

If an application is approved, the County Administrative Officer, or designee, is authorized to sign and submit Funds Requests and all required reporting forms and other documentation as may be required by the State of California from time to time in connection with the grant.

PASSED AND ADOPTED at a regular meeting of the **County Board of Supervisors** of the **County of Colusa** held on February 15, 2022 by the following vote:

AYES: Supervisors Daurice K. Smith, Denise J. Carter, Gary J. Evans and
Merced Corona

NOES: 0

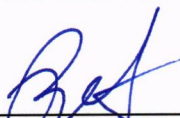
ABSENT: Supervisor Kent S. Boes.

ABSTAIN: 0



Merced Corona, Chair
Colusa County Board of Supervisors

APPROVED AS TO FORM:



Richard Stout, County Counsel

ATTEST: Ann Nordyke, Chief Deputy Clerk to the
Board of Supervisors

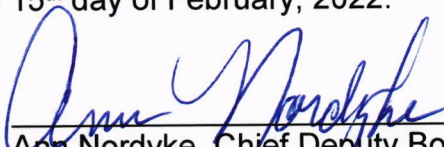


Patricia Rodriguez, Deputy Clerk

STATE OF CALIFORNIA
County of Colusa

I, Ann Nordyke, Chief Deputy Board Clerk of the County of Colusa, State of California, hereby certify the above and foregoing to be a full, true and correct copy of a resolution adopted by said Board of Supervisors on this 15th day of February, 2022.

By:



Ann Nordyke, Chief Deputy Board Clerk
County of Colusa, State of California

MEETING DATE: February 15, 2022

DEPARTMENT: Community Development

FROM: Greg Plucker

SUBJECT: Public Hearing to consider a Program Income Only property acquisition application for a temporary shelter for victims of domestic violence.

Public Hearing and adoption of a proposed Resolution to approve the submittal of a revised Program Income Only Community Development Block Grant (CDBG) application for the acquisition of property to establish a temporary shelter for victims of domestic violence.

Detailed Description/Background of request

At the Board's August, 31, 2021 meeting, the Board conducted a public hearing, and after the close of the hearing, adopted Resolution No. 21-046 authorizing the submittal of a Program Income (PI) Only Community Development Block Grant (CDBG) application to fund Karen's House; a home that provides temporary shelter to victims of domestic violence (Attachment #1).

Subsequently, Community Development staff submitted the application to the State Department of Housing and Community Development (HCD) for review. Following HCD's review, they requested that County staff make a number of changes with respect to the application to establish the proposed domestic violence shelter. The changes include:

- 1.) Having the Board reconsider the project approval and approve the application using HCD's amended resolution template;
- 2.) Changing the ownership structure so that the County owned the facility and then having the facility operated through a sub-recipient agreement; and
- 3.) Breaking the project into two applications: (1) a property acquisition project; and (2) a property rehabilitation project.

HCD's application comments on Karen's House were presented to the Community and Economic Development (CED) Committee for their review and recommendation. During that meeting, staff also suggested that the amount of money designated for the

shelter be increased to approximately \$750,000 in order to commit additional PI funds to the project. In addition, staff also suggested that following HCD approval of the first project phase (property acquisition), that additional funds be committed to the second phase (property rehabilitation - notably accessibility and security improvements). These recommendations were made in order to ensure adequate project funding and to comply with HCD requirements that the PI funds be considered committed or else risk the County's PI funds reverting back to the State.

During the CED Committee meeting, Pastor McMullan discussed the Ministerial Association's proposed Food Bank application. He stated his belief that since the circumstances had changed with respect to the PI Only Waiver applications, that the proposed Food Bank should be considered as one of the first two PI Only applications.

Upon further discussion, the CED Committee voted to recommend that staff amend the domestic violence shelter application for acquisition of a home, increase the proposed funding to commit additional PI funds for this purpose, and then forward the project to the Board for its consideration.

Subsequent to the CED Committee meeting, County staff discussed the amended domestic violence shelter application with HCD staff (as discussed later staff also discussed the Stonyford Hall PI Only application during that call as well). HCD staff clarified that while it was potentially possible for the victims of domestic violence shelter's operator to own the facility, HCD staff knew of only one similar case and that if the County were to pursue that arrangement, there would need to be an operational agreement committing to the purpose and use of the facility. Based on this discussion, staff believes that it would be much simpler to have the County retain ownership of the structure and have the domestic violence shelter operated and managed through a sub-recipient agreement. A lease agreement could be used to generate the same amount of Program Income than the interest-only loan would have generated. Please note that this potentially could change in the future, but in order to help facilitate the approval of this application the sub-recipient approach is being recommended. Also, during the call HCD staff clarified that the sub-recipient selection process did not have to go through the CDBG procurement process which eliminates the competitive bidding requirement; the public notice and selection process that was used to select this project/sub-recipient satisfies one of the options with respect to sub-recipient selection.

Based on the aforementioned, the CED committee and staff are recommending that the Board conduct the public hearing, receive any public input, and approve the attached resolution authorizing staff to resubmit the amended PI Only application for acquisition of a home to be used for a domestic violence shelter, and authorizing the CAO to execute any subsequent grant award agreements.

Stonyford Community Hall PI Only Application Update.

As the Board may recall, at its August 31, 2021 meeting the Board also conducted another public hearing and approved the submittal of a PI-Only application from the Stonyford Community Hall Association for a grant to purchase a pre-fabricated building

and light-weight tables and chairs. Staff subsequently submitted the application to HCD and upon review of this project, HCD's initial comment was that the project was not considered a public facility; rather it was considered "fixtures" and, thus, not allowed under CDBG regulations.

During the same CED Committee that the revised Karen's House application was discussed, staff also updated the Committee on the Stonyford Hall project. Staff suggested that it may be possible to amend the Stonyford project so that the structure was either permanently attached to the existing Community Hall, or that an actual addition to the Community Hall be proposed. The CED Committee recommended that staff explore these options with HCD and then, assuming a positive response, bring the proposed project back to the Board for consideration.

During the subsequent follow-up conversation with HCD staff, staff discussed the potential design changes to the Stonyford Community Hall addition to address HCD's comments. Based on this discussion, staff believes that there is the possibility to redesign the project to obtain HCD approval. County staff will arrange a site visit to the Stonyford Hall in order develop the redesign in order to detail how it would be constructed as an integral addition so that HCD does not consider it a "fixture". Following this effort, staff will bring the amended application back to the Board for reconsideration of the amended project.

Prior Board Action

At the Board's August 31, 2021 meeting, the Board authorized the submittal of a PI-Only CDBG application for Karen's House.

Fiscal Impact/Funding Source

The \$750,000 allocation would come from the County's CDBG Program Income fund.

Action for the Clerk

Should the Board approve the submittal of a PI Only CDBG application to establish a temporary shelter for victims of domestic violence, obtain the Board Chair's signature on the approving Resolution and send a signed copy to the Community Development Director.

Furthermore, please forward a Board Minute Order with a complete accounting of all public comments for this project with a conclusionary statement that no additional comments were received, or in the case of no public comment a statement of such, in order to satisfy HCD's public reporting requirements.

ATTACHMENTS:

- Revised PI-Only Resolution Temporary Shelter Victims of Domestic Violence (DOCX)
- Attachment #1 August 31, 2021 Board Agenda Packet Karen's House (PDF)

- Proof of Affidavit (PDF)

RESOLUTION NO. ____ - ____

**A RESOLUTION APPROVING AN APPLICATION FOR FUNDING AND THE
EXECUTION OF A GRANT AGREEMENT AND ANY AMENDMENTS THERETO
FROM THE 2020-2021 FUNDING YEAR OF THE STATE CDBG PROGRAM**

BE IT RESOLVED by the **County Board of Supervisors** of the **County** of Colusa as follows:

SECTION 1:

The County Board of Supervisors has reviewed and hereby approves the submission to the State of California of one or more application(s) in the aggregate amount, not to exceed, of seven-hundred and fifty-thousand dollars and no cents (\$750,0000) for the following CDBG activities, pursuant to the January 2021 CDBG NOFA:

List activities and amounts

Acquisition of Real Property - \$ 750,000
(Temporary Shelter/Transitional Housing for Battered Spouse/Victims of Domestic Violence)

SECTION 2:

The County Board of Supervisors hereby approves the use of Program Income in an amount not to exceed \$750,000 for the CDBG activities described in Section 1.

SECTION 3:

The County Board of Supervisors acknowledges compliance with all state and federal public participation requirements in the development of its application(s).

SECTION 4:

The County Board of Supervisors hereby authorizes and directs the County Administrative Officer, or designee, to execute and deliver all applications and act on the County's behalf in all matters pertaining to all such applications.

SECTION 5:

If an application is approved, the Colusa County Administrative Officer, or designee, is authorized to enter into, execute and deliver the grant agreement (*i.e.*, Standard Agreement) and any and all subsequent amendments thereto with the State of California for the purposes of the grant.

SECTION 6:

If an application is approved, the County Administrative Officer, or designee, is authorized to sign and submit Funds Requests and all required reporting forms and other documentation as may be required by the State of California from time to time in connection with the grant.

PASSED AND ADOPTED at a regular meeting of the **County Board of Supervisors** of the **County of Colusa** held on February 15, 2022 by the following vote:

AYES: 0

NOES: 0

ABSENT: 0

ABSTAIN: 0

Merced Corona, Chair
Colusa County Board of Supervisors

APPROVED AS TO FORM:

ATTEST: Ann Nordyke, Chief Deputy Clerk to the
Board of Supervisors

Richard Stout, County Counsel

Patricia Rodriguez, Deputy Clerk

STATE OF CALIFORNIA
County of Colusa

I, Ann Nordyke, Chief Deputy Board Clerk of the County of Colusa, State of California, hereby certify the above and foregoing to be a full, true and correct copy of a resolution adopted by said Board of Supervisors on this 15th day of February, 2022.

By: _____
Ann Nordyke, Chief Deputy Board Clerk
County of Colusa, State of California

LEGAL NOTICE

COUNTY OF COLUSA
NOTICE OF PUBLIC HEARING
FOR SUBMITTAL
OF STATE CDBG APPLICATION

NOTICE IS HEREBY GIVEN THAT that the County of Colusa will conduct a Public Hearing on **August 31, 2021** at 9:30 a.m., in the County Board of Supervisors' Chambers at 546 Jay Street, Suite 108, Colusa, CA, 95932 in order to submit a Program Income Only Community Development Block Grant (CDBG) Project, and solicit public input.

The County of Colusa is applying for approval to expend approximately \$17,500 in existing Program Income for the following eligible activity:

The Stonyford Community Hall Association is requesting a \$17,500 grant from Program Income funds for a pre-made (Tuff Shed) auxiliary room and 20 lightweight tables, 52 lightweight chairs, 2 table carts and 2 hanging chair carts. The Community Hall facility is available to all persons in the Stonyford area and serves as the only meeting place in the Stonyford community. The hall is offered at a low, or more often, no cost rental to the residents of the Stonyford community.

As of June 30, 2021, the County of Colusa has \$1,161,451 in CDBG Program Income that must be expended prior to applying for additional CDBG grant funding.

The purpose of the public hearing is to give people an opportunity to make their comments known on the proposed activities/application.

If you require special accommodations to participate in the public hearing, please contact the Clerk of the Board at (530)458-0508 or boardclerk@countyofcolusa.org.

If you are unable to attend the public hearing, you may direct written comments to Greg Plucker, Community Development Director at 1213 Market Street, Colusa, CA 95932, or you may telephone him at (530)458-0480. In addition, information is available for review at the above address between the hours of 8:30 a.m. – 5:00 p.m., Monday through Friday.

The County of Colusa promotes fair housing and makes all its programs available to low- and moderate-income families regardless of age, race, color, religion, sex, national origin, sexual orientation, marital status, or handicap.

Dated: August 10, 2021

/s/ Patricia Rodriguez, Deputy Clerk

08/12/2021 - WPR #2021-1053

NOTICE OF PUBLIC HEARING FOR SUBMITTAL OF STATE CDBG APPLICATION

NOTICE IS HEREBY GIVEN that the County of Colusa will conduct a public meeting on December 17, 2024 at 9:30 a.m., in the County Board of Supervisors' Chambers at 546 Jay Street, Suite 108, Colusa, CA, 95932 in order to consider a Program Income Only Community Development Block Grant (CDBG) project and to solicit public input on this project.

The County of Colusa is applying to the State Department of Housing and Community Development for approval to expend up to \$1,000,000 in existing Program Income for lease payments and to expend up to \$250,000 in existing Program Income to conduct certain building repairs in order to establish a temporary shelter and transitional housing for victims of domestic violence. This housing would be used to house victims of domestic violence when fleeing abusive relationships until they can be placed in safe, permanent housing. This project will exclusively benefit victims of domestic violence including battered spouses and their children.

As of November 22, 2024, the County of Colusa has approximately \$1,300,000 in CDBG Program Income funds that must be expended prior to applying for additional CDBG grant funding.

The purpose of the public hearing is to give members of the public and all interested parties an opportunity to make their comments known on the proposed application and project.

If you require special accommodations to participate in the public hearing, please contact the Clerk of the Board at 530-458-0508 or boardclerk@countyofcolusaca.gov.

If you are unable to attend the public hearing, you may direct written comments to Greg Plucker, Community Development Director at 1213 Market Street, Colusa, CA 95932, or you may telephone him at 530-458-0480. In addition, the public information file is available for review at the above address between the hours of 8:30 a.m. – 5:00 p.m., Monday through Friday.

The County of Colusa promotes fair housing and makes all its programs available to low- and moderate-income families regardless of age, race, color, religion, sex, national origin, sexual orientation, marital status, or handicap.

Dated: November 22, 2024

ORIGINAL SIGNED

Patricia Rodriguez, Deputy Clerk

11/29/2024 · CCPR