COUNTY OF COLUSA
BOARD OF SUPERVISORS

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

December 16, 2025 at 9:00 AM

J. Merced Corona, District I
Daurice K. Smith, District II
Kent S. Boes, District III
Randy Wilson, District IV
Janice A. Bell, District V
(530) 458-0508/0509
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https://countyofcolusaca.gov

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

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.

CALL TO ORDER

- Opening Prayer - Pledge of Allegiance
- Period of Public Comment
- Report out of November 4, 2025 Closed Session
- Announcement of Closed Session

I. STAFF REPORTS

Note: 5 minutes allowed per Department for Staff Reports. This time is available for any County Staff who may wish to update the Board of Supervisors on projects as they relate to their respective departments.

CONSENT AGENDA

Approve Consent Agenda Item No. 1 through 37.

1. **BOARD OF SUPERVISORS**
   Approve the November 18, 2025 meeting minutes

2. **BOARD OF SUPERVISORS**
   Reappoint Maria Gomez to the Arbuckle Cemetery Board effective November 17, 2025 through November 16, 2029. **(Applications received: Maria Gomez)**

3. **BOARD OF SUPERVISORS**
   Reappoint George K. McDonald to the Maxwell Irrigation District effective December 5, 2025 through December 7, 2029 and appoint George Barajas effective December 5, 2025 through December 7, 2029. **(Application received: George K. McDonald and George Barajas)**

4. **SHERIFF/CORONER**
   Pursuant to Policy 401, Section 5.2, waive the competitive bidding process on the finding that competitive bidding would not be in the public interest, and approve Purchase Orders 31210152025A, 31210162025A, and 31210172025A with Sutter Buttes Communications, Inc. for the equipment installation and upfitting of Sheriff's Office vehicles, and authorize the Purchasing Agent to sign the Purchase Orders.

5. **SHERIFF/CORONER**
   Approve Purchase Order 31210202025 for four Motorola APX8500 radios for the Colusa County Sheriff's Office fleet through Sutter Buttes Communications, Inc. utilizing Motorola contract #17724-HGAC-(TX)-RA05-21 in the amount of $32,823.66 and authorize the Purchasing Agent to sign the Purchase Order.

6. **SHERIFF/CORONER**
   Approve Purchase Order 31210152025 in the amount of $173,953.62 with Folsom Lake Ford for three vehicles for the Sheriff's Office utilizing State of California Contract #1-22-23-14C

and allow the Purchasing Agent to sign the Purchase Order.

7. **SHERIFF/CORONER**
Approve Purchase Order 31210162025 in the amount of $52,194.29 with Elk Grove Auto for one vehicle for the Sheriff's Office utilizing State of California Contract #1-22-23-14C and authorize the Purchasing Agent to sign the Purchase Order.

8. **SHERIFF/CORONER**
Approve Purchase Order No. 52011102025 with AT&T for a one-year extended maintenance agreement for the Sheriff's Office Vesta 911 dispatch phone system in an amount not to exceed $45,143.90 and authorize the CAO to sign the purchase order.

9. **SHERIFF/CORONER**
Adopt a resolution authorizing the Colusa County Sheriff to apply for funding and execute the California State Parks Boating and Waterways Safety and Enforcement Financial Aid Program Agreement and to submit and execute reimbursement claims. Further, authorize the County Auditor to certify the amount of prior year vessel taxes.

10. **SHERIFF/CORONER**
Ratify Project Agreement (No. G25-03-05-L01/Contract No. C32-37-075), with the **California Department of Parks and Recreation** for on-going OHV Grant-Law Enforcement, effective October 4, 2025

11. **SHERIFF/CORONER**
Approve second modification with **Trinity Services Group, Inc.** for inmate food services at the Colusa County Jail, effective January 1, 2026.

12. **PUBLIC WORKS DEPARTMENT**
Approve Purchase Order 61010142025 for $74,220.45 with Crafco Inc. for Public Works and allow the Purchasing Agent to sign Purchase Order.

13. **PUBLIC WORKS DEPARTMENT**
Approve Purchase Order 61010142025A for $34,684.52 with Volvo Construction Equipment & Services Sacramento for a Bobcat Standard Towable Air Compressor and allow the Purchasing Agent to sign the Purchase Order.

14. **PUBLIC WORKS DEPARTMENT**
Approve Purchase Order 61010142025B for $116,948.38 with Vogel Traffic Services, Inc dbs EZ Liner for Public Works and allow Purchasing Agent to sign the Purchase Order.

15. **PUBLIC WORKS DEPARTMENT**
Ratify Contract Change Order No. 1 for Contract C25-069 with **All American Construction** and Accept Notice of Completion for road reconstruction on College City Road, Project Number 3000178-2025, and authorize the Director of Public Works to sign and record same.

16. **PUBLIC WORKS DEPARTMENT**
Approve Task Order No. 1 with **Brandley Engineering**, Inc for consulting services related to general on-call engineering for miscellaneous work anticipated for the Colusa County Airport.

17. **PUBLIC WORKS DEPARTMENT**
Ratify first modification with **Wood Rodgers**, Inc. for engineering services.

18. **PUBLIC WORKS DEPARTMENT**

Adopt a resolution to authorize the Public Works Director/Road Commissioner to install No Parking signs on Wildwood Road adjacent to Lloyd Johnson Middle School.

19. **BEHAVIORAL HEALTH (BH)**
Approve fourth modification with **Cache Creek Lodge**, for adult rehabilitation services, effective December 16, 2025.

20. **BEHAVIORAL HEALTH (BH)**
Approve fifth modification with **Skyway House Inc.**, for alcohol/drug abuse residential treatment services, effective December 16, 2025.

21. **BEHAVIORAL HEALTH (BH)**
Approve first modification with **Granite Wellness Centers** for substance use recovery and related Behavioral Health services, effective December 16, 2025

22. **BEHAVIORAL HEALTH (BH)**
Approve seventh modification with **Aegis Treatment Centers, LLC,** for medically assisted treatment for substance disorders services, effective December 16, 2025.

23. **BEHAVIORAL HEALTH (BH)**
Approve first modification with **Elev8 Recovery Solutions, LLC.**, for adult rehabilitation services, effective December 16, 2025.

24. **BEHAVIORAL HEALTH (BH)**
Approve first modification wih **Johnson's House of Soberity** for clean and sober transition living facility services, effective December 16, 2025.

25. **BEHAVIORAL HEALTH (BH)**
Approve second modification with **Roger Anderson, dba Buddy's House** for sober transitional living services, effective December 16, 2025

26. **BEHAVIORAL HEALTH (BH)**
Approve Business Associate Agreement, Statement of Work, and Master Services Agreement with **CareSeed, LLC** to provide quality assurance review services as mandated by the State.

27. **HEALTH AND HUMAN SERVICES**
Re-approve contract C25-173 for the County Medical Services Program (CMSP) Local Indigent Care Needs (LICN) Grant Agreement Amendment 1 with Glenn County through its Community Action Department.

28. **HEALTH AND HUMAN SERVICES**
Approve the Agreement with **California Department of Public Health** to strengthen the capacity of local public health departments to mitigate the spread of infectious diseases.

29. **HEALTH AND HUMAN SERVICES**
Approve the Participation Agreement with **California Department of Health Care Services** to allow Colusa County participation in the County-Based Medi-Cal Administrative Activities program as the Local Governmental Agency (LGA).

30. **HEALTH AND HUMAN SERVICES**
Approve Amendment Number 7 to the **Regents of the University of California, acting for and on behalf of University of California, Davis Health**, to provide psychological evaluations and expert witness testimony services on an as-needed basis.

31. **TREASURER/TAX COLLECTOR**
Affirm County Policy No. 214 — Statement of Investment Policy.

32. **TREASURER/TAX COLLECTOR**
Approve Treasurer's Monthly Investment Report as presented.

33. **COMMUNITY DEVELOPMENT DEPARTMENT**
Adopt a Resolution authorizing recordation of Parcel Map # 25-04 and authorize the County Surveyor to record same.

34. **COUNTY COUNSEL'S OFFICE**
Approve renewal subscription services with **West Publishing Corporation through Thomson Reuters**, for the County Counsel Office on-line legal research platform, effective January 17, 2026.

35. **PROBATION DEPARTMENT**
Approve 1st Modification with the **Colusa County Office of Education** for participation in the School Attendance Review Board program, effective December 16, 2025.

36. **CLERK-RECORDER REGISTRAR OF VOTERS**
Acknowledge Receipt of the Certified Election Results for the California Statewide Special Election held November 4, 2025.

37. **AG DEPARTMENT**
Approve an updated MOU for the **Colusa-Glenn-Tehama Weed Management Area** and authorize the Agricultural Commissioner to sign

END OF CONSENT AGENDA

II. BOARD OF SUPERVISORS

1. Second reading, by title only, and adoption of an Ordinance authorizing Colusa County to join Pioneer Community Energy and authorize the implementation of a Community Choice Aggregation Program in the County of Colusa. Further, make a finding that the ordinance is exempt from the requirements of the California Environmental Quality Act (CEQA).

III. HUMAN RESOURCES

1. Adopt the Revised Job Class Table Reflecting the Following Changes:

    - Salary range adjustment for the Lieutenant classification, effective October 1, 2025.
    - Correction of title: The Information Systems Technician classification was incorrectly listed as IT Technician due to a system error during the transition from FinPlus to UKG.

2. Approve Memorandum of Understanding (MOU's) with the **Colusa County Deputy Sheriff Association (DSA)**, effective October 1, 2025.

3. Amend the Position Allocation Schedule for the Department of Health & Human Services - Public Health Division by deleting two Public Health Assistant positions (MSC16; $3,145–$5,162 per month) and adding two Case Manager positions (MSC24; $3,835–$6,293 per month), effective January 1, 2026.

4. Adopt the job description and salary ranges for the flexibly staff classifications of Medical Clerk I at MSC12 ($2,848–$4,676 per month) and Medical Clerk II at MSC16 ($3,145–$5,162 per month). Approve the reclassification of four Office Assistant I/II positions within the Behavioral Health Department (Budget Number 713) to the newly created Medical Clerk I/II classification. Further, amend the Behavioral Health Department's Position Allocation Schedule accordingly, effective December 1, 2025.

IV. SHERIFF'S OFFICE

1. Approve contract with **City of Colusa** to provide the City Police Department secure access to the Colusa County Sheriff's Department RIMS multi-agency server and associated IT support.

V. PUBLIC WORKS/AIRPORT

1. Approve Assignment of Hangar Ground Lease Agreement between **Randy Salveson, Bert Otterson** and the County of Colusa.

2. Approve Contract with **Nichols Consulting Engineers, CHTD** for Engineering Consultant Services, Effective December 16, 2025.

3. Approve contract and accompanying exhibits with **Unified Fleet Services, LLC** for a 2024 Caterpillar 430 Backhoe for the Department of Public Works and authorize the Board Chair and County Administrative Officer to execute the documents.

4. Adopt Resolution for Financial Assurance for Corrective Action of the Evans Road Landfill; Further Approve the Accompanying Pledge of Revenue Agreement With the California Department of Resources Recycling and Recovery (CalRecycle) to Ensure Adequate Financial Assurance for Corrective Action Activities at the Evans Road Landfill and Authorize the Director of Public Works to Sign the Agreement.

5. Approve contract with **Brightly Software Inc.** for operations management software for the Department of Public Works.

VI. COUNTY ADMINISTRATIVE OFFICE

1. Approve FY25-26 Revenue and Appropriations Inter-Budget Adjustment No.'s IB-010 - IB-011. **(4/5th vote required)**

2. Adopt amended Policy 202, Travel and Reimbursement Policy.

3. Adopt a Resolution of the Colusa County Board of Supervisors Approving the Appointment of Gerardo Munoz as Interim Chief Probation Officer Pursuant to the Request of the Presiding Judge of the Colusa County Superior Court

VII. BOARD OF SUPERVISORS

1. Approve the Board of Supervisors Meeting Calendar for Year 2026

2. Appoint Gary Evans and John Craig Richards to the Resource Conservation District.

3. Discuss the potential adoption of a symbolic resolution declaring Colusa County a "Second Amendment Sanctuary County."

4. **Sitting as the Board of Equalization**

Approve a withdrawal form for Poppy Markets LLC. DBA: Poppy Arbuckle: Assessment Appeal 24-11 and 25-06

5. **Sitting As In-Home Supportive Services Public Authority Board**
Approve the Public Authority rate change due to an increase in the minimum wage for IHSS service providers effective January 1, 2026, as follows: $16.90 per hour minimum wage, $0.50 per hour wage supplement, $0.93 per hour for payroll taxes, and $0.68 for the Administrative portion of the rate for a total Public Authority rate of $19.01 per hour.

VIII. AD-HOC COMMITTEE UPDATES

1. 1. Williamson Act Ad-Hoc Committee (Supervisors Smith and Wilson)
   2. Budget Sub Committee Ad-Hoc (Supervisor Smith and Boes)
   3. East Park Reservoir Ad-Hoc (Supervisors Smith and Boes)
   4. Colusa Medical Center Ad-Hoc Committee (Supervisors Boes and Smith)
   5. City of Colusa WWTP#2 Annexation Ad-Hoc Committee (Supervisors Corona and Boes)
   6. Franchise Agreement Ad-Hoc (Supervisors Smith and Bell)

IX. SUPERVISORS' REPORTS OR COMMENTS

X. STATE OR FEDERAL LEGISLATION/GENERAL BUDGETARY MATTERS

RECESS

XI. CLOSED SESSION/COUNTY COUNSEL

1. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION

2. LIABILITY CLAIM
   California Government Code section 54956.95.
   Claimants: James Chaffee
   Agency claimed against: Colusa County

3. LIABILITY CLAIM
   California Government Code section 54956.95.
   Claimants: Harry Chaffee
   Agency claimed against: Colusa County

4. LIABILITY CLAIM
   California Government Code section 54956.95.
   Claimants: Steven Chaffee
   Agency claimed against: Colusa County

5. LIABILITY CLAIM
   California Government Code section 54956.95.
   Claimants: David Fennell
   Agency claimed against: Colusa County

6. LIABILITY CLAIM
   California Government Code section 54956.95.
   Claimants: Jorge Ruben Rosales
   Agency claimed against: Colusa County

7. CLOSED SESSION: PUBLIC EMPLOYMENT DISCIPLINE/DISMISSAL/RELEASE California Government Code 54957(b).

9:30 a.m. PUBLIC HEARINGS

1. Second reading by title only and adoption of Ordinance granting an Electrical Line Franchise Agreement to Saloon Energy Storage LLC for the Saloon Battery Energy Storage project (PD-25-6).

2. **Sitting as the Colusa County Air Pollution Control District**
   Public Hearing and Presentation of the 2025 AB 2588 Air Toxics "Hot Spots" Program Report.

ADJOURN

Colusa County

Agenda Request Form

Item ID#: 2025-211 **Agenda Date:** 12/16/2025 **Item 1**

BOARD OF SUPERVISORS

Approve the November 18, 2025 meeting minutes

Detailed Description/Background of Request
The Board of Supervisors held a duly noticed Regular meeting and the Clerk is requesting approval of said minutes.

Prior Board Action
Approved bi-weekly.

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. Scan into Laserfiche.

Attachments:
1. 11-18-25 Minutes

COUNTY OF COLUSA BOARD OF SUPERVISORS MINUTES

J. Merced Corona, District I
Daurice K. Smith, District II
Kent S. Boes, District III,
Randy Wilson, District IV
Janice A. Bell, District V
(530) 458-0508/0509
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Board Chambers
546 Jay Street, Suite 108
Colusa, CA 95932

November 18, 2025 at 9:00 AM

CALL TO ORDER

- Opening Prayer - Pledge of Allegiance
- Period of Public Comment

  Mr. King expresses concerns for a disaster recovery plan for Sites.
- Report out of November 4, 2025 Closed Session

1. CONFERENCE WITH LABOR NEGOTIATOR, California Government Code 54957.6 Agency Negotiator: Dar Rhodes, Kaline Moore and Yareli Mora. Employee Organizations: Colusa County Management Coalition and Colusa County Deputy Sheriff Association. Counsel states direction was given to staff with no reportable action.

2. CLOSED SESSION: PUBLIC EMPLOYMENT DISCIPLINE/DISMISSAL/RELEASE. California Government Code 54957(b). Counsel states direction was given to staff with no reportable action.

3. CONFERENCE WITH REAL PROPERTY NEGOTIATORS (California Govt Code 54956.8) Property: 90 King Air Drive, Colusa, Ca and 284 Piper Lane, Colusa, Ca. Property owner: Colusa Estates, LLC. Proposed Purchaser: Colusa County Negotiators: Assistant CAO and County Counsel Under negotiation: Price and Terms of Sale. Counsel states direction was given to staff with no reportable action.

4. EMPLOYEE PERFORMANCE EVALUATION. California Government Code section 54957(b). Title: Interim County Administrative Officer. Counsel states direction was given to staff with no reportable action.

- Announcement of Closed Session

Counsel announces Closed Session as follows:

1. CONFERENCE WITH LABOR NEGOTIATOR, California Government Code 54957
   Agency Negotiator: Dar Rhodes, Kaline Moore and Yareli Mora
   Employee Organizations: Colusa County Deputy Sheriff Association.

2. CLOSED SESSION: PUBLIC EMPLOYMENT DISCIPLINE/DISMISSAL/RELEASE
   California Government Code 54957(b).

3. CONFERENCE WITH REAL PROPERTY NEGOTIATORS (California Govt Code 5495
   Property: A roadway access portion of 6867 Wisconsin Ave., Arbuckle, CA 95
   Property Owner: William Charles Semon Living Trust
   Proposed Purchaser: Colusa County
   Negotiators: Director of Public Works and County Counsel
   Under negotiation: Price and Terms of Sale.

4. CONFERENCE WITH REAL PROPERTY NEGOTIATORS (California Govt Code 54956.8) Property: 90 King Air Drive, Colusa, Ca; 284 Piper Lane, Colusa, Ca; Cynthia Drive, Colusa, Ca; 721 Sioc St., Colusa, Ca.
   Property owner: Colusa Estates, LLC. (90 King Air and 284 Piper Lane); James and Lucille M. Imhoff (237 Cynthia Drive); Braden Kelley (721 Sioc St.)
   Proposed Purchaser: Colusa County
   Negotiators: Assistant CAO and County Counsel
   Under negotiation: Price and Terms of Sale.

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

I. STAFF REPORTS

Note: 5 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.

Mr. Esenwein updates the Board on items pertaining to his department.

Ms. Fowler updates the Board on items pertaining to her department.

Ms. Allen updates the Board on items pertaining to her department.

Ms. Kelly updates the Board on items pertaining to her department.

CONSENT AGENDA

Approve Consent Agenda Item No. 1 through 13.

RESULT:	**Passed (5 TO 0)**
MOVER:	Supervisor Wilson
SECONDER:	Supervisor Bell
AYES:	Corona, Boes, Wilson, Bell and Smith
NAYS:	None

1. **BOARD OF SUPERVISORS**

   Approve the October 21,2025 and November 4, 2025 Regular Meeting Minutes.

2. **HUMAN RESOURCES**
Approve Revised Colusa County Section 125 Cafeteria Plan.

3. **AG DEPARTMENT**
Adopt **Resolution No. 25-060** to Amend the Annual Device Registration Fees, effective November 18, 2025.

4. **PUBLIC WORKS DEPARTMENT**
Appoint Public Works Director and County Counsel as real property negotiators for property located at 6867 Wisconsin Avenue, Arbuckle, CA 95912.

5. **HEALTH AND HUMAN SERVICES**
Approve Lease Agreement No. **C25-233** with the **Department of Housing & Community Development Office of Migrant Services ("OMS")** for the Winter Emergency Shelter Program at the Williams Migrant Center and authorize the CAO to sign.

6. **CLERK-RECORDER REGISTRAR OF VOTERS**
Adopt **Resolution No. 25-061** Appointing Trustees to Westside Water District Pursuant to Elections Code 10515 et seq.

7. **CLERK-RECORDER REGISTRAR OF VOTERS**
Adopt **Resolution No. 25-062** Appointing Trustee to Reclamation District 479.

8. **BOARD OF SUPERVISORS**
Adopt a Proclamation recognizing November 17, 2025 through November 21, 2025 as California Clerk of the Board of Supervisors week.

9. **BEHAVIORAL HEALTH (BH)**
Approve Contract No. **C25-234** 1st Modification with **Precision West Telecommunications, Inc. dba Precision West Technologies** for monthly camera monitoring services.

10. **LIBRARY**
Approve Contract No. **C25-235** with the **California Library Literacy Services** Grant Agreement and authorize the Library Director to sign the Fiscal Year 2025-2026 Award Agreement and the accompanying Mid-Year Report.

11. **BOARD OF SUPERVISORS**
Ratify Proclamation Honoring Fire Chief Casey Cox Upon His Retirement.

12. **COUNTY ADMINISTRATIVE OFFICE**
Appoint Assistant County Administrative Officer and County Counsel as real property negotiators for property located at 237 Cynthia Drive, Colusa, CA and 721 Sioc St., Colusa, Ca.

13. **BOARD OF SUPERVISORS**

Adopt a Proclamation honoring Cindy Newton upon her retirement from North Central Counties Consortium.

END OF CONSENT AGENDA

II. HUMAN RESOURCES

1. Approve Memorandum of Understanding (MOU) Contract No. **C25-**

236 General Unit and Contract No. **C25-237 Safety Unit** with the **Colusa County Management Coalition (CCMC),** effective October 1, 2025.

Comments received by Ms. Rhodes.

RESULT:	**Passed (5 TO 0)**
MOVER:	Supervisor Corona
SECONDER:	Supervisor Boes
AYES:	Corona, Boes, Wilson, Bell and Smith
NAYS:	None
ABSENT:	None

2. Adopt **Resolution No. 25-063** approving the Salary and Benefits Compensation Package for the Unrepresented Unit, effective October 1, 2025.

Comments received by Ms. Rhodes.

RESULT:	**Passed (5 TO 0)**
MOVER:	Supervisor Wilson
SECONDER:	Supervisor Bell
AYES:	Corona, Boes, Wilson, Bell and Smith
NAYS:	None
ABSENT:	None

3. Adopt **Resolution No. 25-064** approving the Salary and Benefits Compensation Package for Appointed Department Heads, effective October 1, 2025.

Comments received by Ms. Rhodes.

RESULT:	**Passed (5 TO 0)**
MOVER:	Supervisor Corona
SECONDER:	Supervisor Bell
AYES:	Corona, Boes, Wilson, Bell and Smith
NAYS:	None
ABSENT:	None

4. Adopt **Resolution No. 25-065** Establishing the Salary and Benefits for Elected Department Heads, effective October 1, 2025.

Comments received by Ms. Rhodes.

RESULT:	**Passed (5 TO 0)**
MOVER:	Supervisor Boes
SECONDER:	Supervisor Wilson
AYES:	Corona, Boes, Wilson, Bell and Smith
NAYS:	None
ABSENT:	None

9:31a.m. Supervisor Boes recuses himself and leaves the room.

9:31a.m. (9:30 a.m. Item on Agenda)

PUBLIC HEARING

Chair Smith makes time for a Public Hearing and adoption of a

resolution for the Saloon Energy Storage Project (#PD-25-6) adopting a Mitigated Negative Declaration and Mitigated Monitoring and Reporting Program (SCH#2025070064) and approving Use Permit #PD-25-6.

Further, introduction and first reading by title only of an Ordinance approving a Franchise Agreement with Saloon Energy Storage, LLC and direct County Counsel to prepare a summary of the Ordinance for publication.

Comments received by Ms. Fisher, Mr. Olvord, Ms. Fowler, Mr. Coffman, Ms. Allen, Mr. Kropf and Mr. Esenwein.

10:14 a.m. Chair Smith opens the Public Hearing and calls for public comment.

Comments received by Mr. King and Mr. Radford,

10:17 a.m. Chair Smith asks for additional comments. Hearing none, Chair Smith closes the Public Hearing.

Comments received by Mr. Olvord and Ms. Fowler.

1. Adopt **Resolution No. 25-066** for the Saloon Energy Storage Project (#PD-25-6) adopting a Mitigated Negative Declaration and Mitigated Monitoring and Reporting Program (SCH#2025070064) and approving Use Permit #PD-25-6. Further, introduction and first reading by title only of an Ordinance approving a Franchise Agreement with Saloon Energy Storage, LLC and direct County Counsel to prepare a summary of the Ordinance for publication.

RESULT:	**Passed (3 TO 1)**
MOVER:	Supervisor Corona
SECONDER:	Supervisor Janice Bell
AYES:	Corona, Wilson, Bell and Smith
NAYS:	None
ABSENT:	Supervisor Boes

10:25 a.m. Supervisor Boes rejoins the session.

Chair Smith declares a recess at 10:25 a.m. and states that they are now sitting as the Colusa County Flood Control and Water Conservation District Board with all Directors present.

10:25 a.m. (9:30 a.m. Item on Agenda)

PUBLIC HEARING

Chair Smith makes time for a Public Hearing and adoption of proposed Resolution detaching Kletsel Dehe Wintun Nation land from the Zone of Benefit Number 3.

Comments received by Ms. West and Mr. Urkov.

10:29 a.m. Chair Smith opens the Public Hearing and calls for public comment.

Comments received by Mr. King.

10:33 a.m. Chair Smith calls for any additional public comments. Hearing none,

Chair Smith closes the Public Hearing.

2. Sitting as the Colusa County Flood Control and Water Conservation District Board

Adopt **Resolution No. 25-067** detaching Kletsel Dehe Wintun Nation land from Zone of Benefit Number 3.

RESULT:	**Passed (5 TO 0)**
MOVER:	Supervisor Bell
SECONDER:	Supervisor Wilson
AYES:	Corona, Boes, Wilson, Bell and Smith
NAYS:	None
ABSENT:	None

Chair Smith adjourns the Colusa County Flood Control and Water Conservation District at 10:34 a.m. and states they are now sitting as the Colusa County Board of Supervisors with all Supervisors present.

III. HEALTH AND HUMAN SERVICES

1. Discussion and direction to staff regarding Proposal for Jail Health – Alternative to WellPath.

Comments received by Ms. Kelly and Lt. Navarro.

It was the consensus of the Board to move forward with implementation of the Jail Health Plan.

IV. PUBLIC WORKS DEPARTMENT

1. Approve Contract No. **C25-238** with Wood Rodgers, Inc. for administrative support services for the Highway Bridge Program.

Comments received by Mr. Esenwein.

RESULT:	**Passed (5 TO 0)**
MOVER:	Supervisor Boes
SECONDER:	Supervisor Bell
AYES:	Corona, Boes, Wilson, Bell and Smith
NAYS:	None
ABSENT:	None

V. COUNTY ADMINISTRATIVE OFFICE

1. Approve Contract No. **C25-239** with Help Central, Inc. to establish and operate 2-1-1 services for Colusa County residents.

Comments received by Ms. West and Ms. Kelly.

RESULT:	**Passed (5 TO 0)**
MOVER:	Supervisor Bell
SECONDER:	Supervisor Wilson
AYES:	Corona, Boes, Wilson, Bell and Smith
NAYS:	None
ABSENT:	None

2. Approve the FY25-26 Revenue and Appropriations Inter-budget Adjustment No. IB-008. (4/5th vote required)

Comments received by Ms. Moore.

RESULT:	**Passed (5 TO 0)**
MOVER:	Supervisor Corona
SECONDER:	Supervisor Boes
AYES:	Corona, Boes, Wilson, Bell and Smith
NAYS:	None
ABSENT:	None

VI. BOARD OF SUPERVISORS

1. Adopt **Resolution No. 25-068** requesting membership in Pioneer Community Energy and approving the Amended and Restated Joint Exercise of Powers Agreement as amended with **Pioneer Community Energy**. Further, Introduce and waive first reading by title only of an Ordinance authorizing the implementation of a Community Choice Aggregation Program in the County of Colusa and make a finding that adoption of the resolution and ordinance is exempt from the requirements of the California Environmental Quality Act (CEQA).

Comments received by Mr. Rodgers, Ms. Rhodes, Mr. Kropf, Ms. West, Ms. Fowler, and Ms. Walker.

RESULT:	**Passed (4 TO 1)**
MOVER:	Supervisor Smith
SECONDER:	Supervisor Corona
AYES:	Corona, Boes, Wilson and Smith
NAYS:	Supervisor Bell
ABSENT:	None

Further, introduce and waive first reading by title only of an Ordinance authorizing the implementation of a Community Choice Aggregation Program in the County) of Colusa and make a finding that adoption of the resolution and ordinance is exempt from the requirements of the California Environmental Quality Act (CEQA).

RESULT:	**Passed (4 TO 1)**
MOVER:	Supervisor Corona
SECONDER:	Supervisor Smith
AYES:	Corona, Boes, Wilson, Smith
NAYS:	Supervisor Bell
ABSENT:	None

2. Dissolution of the Employee Hiring Ad-Hoc and Removal of the existing Hiring Freeze.

It was the consensus of the Board to dissolve the Employee Hiring Ad-Hoc and remove the existing hiring freeze.

RESULT:	**Passed (5 TO 0)**
MOVER:	Supervisor Boes
SECONDER	Supervisor Bell
AYES:	Corona, Boes, Wilson, Bell and Smith
NAYS:	None

3. Designate the 2026 Delegates and Alternates for the following:
   Rural County Representatives of California (RCRC) Board of Directors, Golden State Finance Authority (GSFA), Golden State Connect Authority (GSCA), and Rural Counties Environmental Services Joint Powers Authority (ESJPA)

It was the consensus of the Board to keep the current members and delegates for the following:

RCRC - Supervisors Smith and Bell (Alt)
GSFA - Supervisors Smith and Bell (Alt)
GSCA - Supervisors Smith and Bell (Alt)
ESJPA - Supervisor Smith and Colt Esenwein (Alt)

RESULT:	**Passed (5 TO 0)**
MOVER:	Supervisor Boes
SECONDER:	Supervisor Corona
AYES:	Corona, Boes, Wilson, Bell and Smith
NAYS:	None
ABSENT:	None

Chair Smith declares a recess at 11:44 a.m. and states that they are now sitting as the Air Pollution Control District Board with all Directors present.

4. **AIR POLLUTION CONTROL DISTRICT BOARD**
   Sitting as the Colusa County Air Pollution Control District Board
   Adopt **Resolution No. 25-069** Approving and Authorize the Application to Administer the Carl Moyer Memorial Air Quality Standards Attainment Program, the Moyer Rural Assistance Program, and the Carl Moyer State Reserve Program.

Comments received by Ms. Allen and Mr. Ryan.

RESULT:	**Passed (5 TO 0)**
MOVER:	Supervisor Bell
SECONDER:	Supervisor Boes
AYES:	Corona, Daurice Boes, Wilson, Bell and Smith
NAYS:	None
ABSENT:	None

Chair Smith adjourns the Air Pollution Control District Board at 11:57 a.m. and states they are now sitting as the Colusa County Board of Supervisors with all

Supervisors present.

VII. SUPERVISORS' REPORTS OR COMMENTS

Supervisor Boes

Meeting/functions attended:

- Tax Share Ad-Hoc meeting
- California Coastal Commission meeting
- Latino Caucus Martinez Refinery Tour

Supervisor Wilson

Meetings/functions attended:

- Met with Air Pollution Control Director
- Met with Public Works Director
- Met with Community Development Director
- Met with Assistant CAO
- Met with County Counsel
- Met with Air Pollution Control staff

Supervisor Bell

Meeting/functions attended:

- Treasury Oversight Committee meeting
- Colusa City Council meeting
- Colusa Veterans Day Celebration
- Supported Colusa VFW Golf Tournament
- Butte Subbasin Advisory Board meeting
- Chamber of Commerce meeting
- Colusa Indian Community Council/Comcast Groundbreaking Ceremony
- Colusa County Fish and Game Commission meeting
- Colusa-Glen Groundwater Authority Joint Domestic Well Mitigation Ad-Hoc Committee meeting
- Superior Tire Customer Appreciation Event
- Family Water Alliance VIP Reception
- Colusa GOP meeting
- Supported local fundraisers
- Correspondence with constituents regarding various issues

Supervisor Corona

Meetings/functions attended:

- Treasury Oversight Committee meeting
- Worked Pierce High School Football game
- Celebration of Life for Ms. Brooks-Long
- Pierce High School Class Reunion
- Constituent calls regarding distracting and railroad crossing
- Worked on Law Enforcement Memorial

Supervisor Smith

Meeting/functions attended:

- Planning Commission meeting
- NCCC Board meeting
- Agenda Review
- Special Airport Advisory Committee meetings
- United Way Turkey Drive
- Family Water Alliance Dinner

Calls with Constituents regarding Transitional Housing and City's Annexation

VIII. STATE OR FEDERAL LEGISLATION/GENERAL BUDGETARY MATTERS

None.

RECESS

Chair Smith declares a recess at 11:58 a.m. and reconvenes in Closed Session at 1:00 p.m.

IX. CLOSED SESSION/COUNTY COUNSEL

1. CONFERENCE WITH LABOR NEGOTIATOR, California Government Code. 54957.6. Agency Negotiator: Dar Rhodes, Kaline Moore and Yareli Mora Employee Organizations: Colusa County Deputy Sheriff Association

2. CLOSED SESSION: PUBLIC EMPLOYMENT DISCIPLINE/DISMISSAL/RELEASE. California Government Code 54957(b).

3. CONFERENCE WITH REAL PROPERTY NEGOTIATOR (California Govt Code 54956.8). Property: A roadway access portion of 6867 Wisconsin Ave., Arbuckle, CA 95912. Property Owner: William Charles Semon Living Trust Proposed Purchaser: Colusa County. Negotiators: Director of Public Works and County Counsel Under negotiation: Price and Terms of Sale

4. CONFERENCE WITH REAL PROPERTY NEGOTIATORS (California Govt Code 54956.8) Property: 90 King Air Drive, Colusa, Ca; 284 Piper Lane, Colusa, Ca; 237 Cynthia Drive, Colusa, Ca; 721 Sioc St., Colusa, Ca. Property owner: Colusa Estates, LLC. (90 King Air and 284 Piper Lane); James P. and Lucille M. Imhoff (237 Cynthia Drive); Braden Kelley (721 Sioc St.) Proposed Purchaser: Colusa County Negotiators: Assistant CAO and County Counsel. Under negotiation: Price and Terms of Sale.

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

Chair Smith adjourned the meeting at 2:45 p.m. to reconvene in Regular Session on December 16, 2025 at the hour of 9:00 a.m.

_____
Daurice K. Smith, Chair

ATTEST: Marcos Kropf, Interim Clerk
to the Board of Supervisors

_____
Patricia Rodriguez, Deputy Clerk

Colusa County

Agenda Request Form

Item ID#: 2025-138 **Agenda Date:** 12/16/2025 **Item 2**

BOARD OF SUPERVISORS

Reappoint Maria Gomez to the Arbuckle Cemetery Board effective November 17, 2025 through November 16, 2029. **(Applications received: Maria Gomez)**

Detailed Description/Background of Request
Ms. Gomez submitted an application requesting appointment to the Arbuckle Cemetery District Board. If reappointed, Ms. Gomez would serve a term effective November 17, 2025 through November 16, 2029.

Ms Gomez meets the requirement set by the Health and Safety Code 9022 requiring the Trustees to be a voter within the District.

Prior Board Action
Ms. Gomez was appointed on August 26, 2025 to fill an unexpired term.

Fiscal Impact/Funding Source
None.

Action for the Clerk
Send notice of appointment and oath of office to the appointee and email a notification to the District Manager, John Lauppe.

Attachments:
1. Application from Maria Gomez

COLUSA COUNTY BOARD OF SUPERVISORS
APPLICATION TO FILL A VACANCY

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

Office Use Only
Date Stamp
RECEIVED
OCT 31 2025
COUNTY OF COLUSA
BOARD OF SUPERVISORS

APPLICANT INFORMATION

NAME OF COMMITTEE/COMMISSION/DISTRICT/OTHER:
Arbuckle Cemetery Board

NAME OF APPLICANT:
Maria Dolores Gomez

LIST YOUR PHYSICAL AND MAILING ADDRESS IF DIFFERENT:
1206 Kleeman Way

CITY:
Arbuckle

PHONE:
(530) 713-5332

E-MAIL:
lolita6363@outlook.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 have been on the cemetery board for 2 months filling a vacancy and now I am interested in continuing to serve. I have many years of experience serving on various boards while I was employed by CCOE. I have also been involved personally in my community ranging from parents clubs to local boards. I feel I am a good addition to this board as a resident that wants our town to have the resources it needs. I have only had two meetings and I am eager to continue.

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 _____

Colusa County

Agenda Request Form

Item ID#: 2025-155 **Agenda Date:** 12/16/2025 **Item 3**

BOARD OF SUPERVISORS

Reappoint George K. McDonald to the Maxwell Irrigation District effective December 5, 2025 through December 7, 2029 and appoint George Barajas effective December 5, 2025 through December 7, 2029. **(Application received: George K. McDonald and George Barajas)**

Detailed Description/Background of Request
Mr. McDonald submitted an application for reappointment for a 4-year term, effective December 5, 2025, through December 7, 2029. Mr. Barajas applied for appointment for a 4-year term, effective December 5, 2025, through December 7, 2029. The Clerk received a letter of recommendation from the District for two expiring terms. The District recommends reappointing Mr. McDonald and appointing George Barajas to take the place of Mr. Bell, who will not be reapplying for his position.

Pursuant to election code 10554, an elective officer, elected or appointed pursuant to this part, takes office at noon on the first Friday in December next following the general district election. This vacancy was advertised in the newspaper of local circulation per California Government Code section 54973 (Maddy Act) on December 20, 2024.

Prior Board Action
Mr. McDonald was last appointed on October 10, 2023.

Fiscal Impact/Funding Source
None.

Action for the Clerk
Send notification to the District and the appointees.

Attachments:
1. Maxwell Irrigation District Letter
2. Application from George McDonald
3. Application for George Barajas

MAXWELL IRRIGATION DISTRICT

A PUBLIC ENTITY—EST. 1918

BOARD OF DIRECTORS

Chairperson
Kurt Richter

Vice Chairperson
Drew Dirks

Director
Mike Bell

Director
Matt Southam

Director
Keller McDonald

STAFF

Operations Superintendent
Ron Chambers

Field Operator
Bill Manville

Administrator
Denise Galvez

CONTACT INFORMATION

3999 Two Mile Road
P.O. Box 217
Maxwell, CA 95955

Phone: 530-438-2773
Fax: 530-438-2114

dmin@maxwellirrigationdistrict.com

RECEIVED

NOV 13 2025

COUNTY OF COLUSA
BOARD OF SUPERVISORS

November 13, 2025

Colusa County Board of Supervisors
546 Jay Street
Colusa, CA 95932

Dear Colusa County Board of Supervisors:

On November 11, 2025, the Maxwell Irrigation District held its regular Board meeting, which included an agenda item to discuss filling the two open Board seats of Keller McDonald and Mike Bell.

Director Bell announced to the Board that he would not be seeking reelection, while incumbent Director McDonald stated his desire to serve another term. Additionally, George Barajas expressed interest in filling a seat on the Board.

After thorough discussion, the Board recommends to the Colusa County Board of Supervisors that Keller McDonald and George Barajas be appointed to the Maxwell Irrigation District Board of Directors.

Thank you for your time and consideration on this matter.

Sincerely,

Kurt Richter
Chairman
Maxwell Irrigation District

Patricia Rodriguez

From: noreply@civicplus.com
Sent: Thursday, November 13, 2025 1:39 PM
To: Colusa County Board Clerk; tjorgensen@countyofcolusaca.gov; Patricia Rodriguez
Subject: Online Form Submittal: Colusa County Board of Supervisors Application to Fill a Vacancy

External sender <noreply@civicplus.com>
Make sure you trust this sender before taking any actions.

Colusa County Board of Supervisors Application to Fill a Vacancy

UPON COMPLETION PRESS SUBMIT OR RETURN TO:

Clerk to the Board of Supervisors 547 Market Street, Suite 102 Colusa, CA 95932 (530) 458-0508 boardclerk@countyofcolusaca.gov

NAME OF COMMITTEE/COMMISSION/DISTRICT/OTHER:	Maxwell Irrigation District Board of Directors
NAME OF APPLICANT:	George Keller McDonald
LIST YOUR PHYSICAL AND MAILING ADDRESS IF DIFFERENT:	
Address1	3644 San Jose Road, Williams, CA 95987
Address2	PO Box 5468
City	Santa Rosa
State	California
Zip	95402
PHONE:	7079721679
E-MAIL:	mcdonaldfam77@comcast.net
SUPERVISORIAL DISTRICT:	4
LIST ANY QUALIFICATIONS AND/OR REASONS YOU WISH TO SERVE ON THIS COMMITTEE:	I have been a landowner in the Maxwell Irrigation District for over 30 years. Two years ago, the Board of Supervisors appointed me to fill a seat on the Maxwell Irrigation District

Board of Directors that was left vacant through a previous resignation. I wish to continue to serve on the Board of Directors to provide continuity to the Maxwell Irrigation District administration.

Email not displaying correctly? View it in your browser.



George Barajas
P.O. Box 301
Maxwell, CA 95955
(530) 619-9513

RECEIVED
NOV 13 2025
COUNTY OF COLUSA
BOARD OF SUPERVISORS

Maxwell Irrigation District Board of Directors
P.O. Box 217
Maxwell, CA 95955

November 11, 2025

Dear Board Members,

I am writing to express my interest in serving on the Maxwell Irrigation District Board. My name is George Barajas, and I am currently a Pest Control Advisor with Grow West. In addition to my PCA work, I manage G&L Farms' rice and almond operations, overseeing everything from ground preparation through post-harvest tasks. I also own and operate a custom rice harvesting business, providing harvesting and chopping services throughout the district.

My connection to the district began in college, when I irrigated for the Richter Family's rice operation. That experience sparked my interest in water management and led me to learn and take on irrigation responsibilities for G&L Farms, where I continue to collaborate closely with the district today on behalf of additional growers. My eligibility to serve on this board began when my wife became a landowner in January 2022.

I am eager for the opportunity to serve as a board member in the upcoming open slot. I want to contribute to the district's continued success, support our landowners, and ensure that local farmers and wetland owners remain informed and represented in decisions that impact our community.

I'm proud to live and work in this area, and I care deeply about the success of our farmers and the land we depend on. Serving on the board would be an opportunity to give back through listening, learning, and helping keep our district strong and positioned for long-term success.

Thank you for your time and consideration. I would be honored to bring my experience, perspective, and dedication to the Maxwell Irrigation District Board and continue contributing to the great work being done for our local farming community.

Sincerely,

George Barajas

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
NOV 14 2025
COUNTY OF COLUSA
BOARD OF SUPERVISORS

APPLICANT INFORMATION

NAME OF COMMITTEE/COMMISSION/DISTRICT/OTHER:
Maxwell Irrigation District

NAME OF APPLICANT:
George Barajas

LIST YOUR PHYSICAL AND MAILING ADDRESS IF DIFFERENT:
4052 McDermott Rd
P.O. Box 301 Maxwell CA, 95955

CITY:
Maxwell

PHONE:
(530) 619-9513

E-MAIL:
george3barajas@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:

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 _____

Colusa County

Agenda Request Form

Item ID#: 2025-102 **Agenda Date:** 12/16/2025 **Item 4**

SHERIFF/CORONER

Pursuant to Policy 401, Section 5.2, waive the competitive bidding process on the finding that competitive bidding would not be in the public interest, and approve Purchase Orders 31210152025A, 31210162025A, and 31210172025A with Sutter Buttes Communications, Inc. for the equipment installation and upfitting of Sheriff's Office vehicles, and authorize the Purchasing Agent to sign the Purchase Orders.

Detailed Description/Background of Request
The Colusa County Sheriff's Office budgeted for the purchase of five new patrol vehicles in Fiscal Year 2025-26, consisting of three Ford Interceptors, one Dodge Durango, and one Dodge Charger, along with their accompanying equipment installation and upfitting.

To prepare these vehicles for patrol use, specialized public-safety equipment must be procured and installed, including radios, lighting, sirens, in-car video systems, consoles, and related components.

- Purchase Order No. 31210152025A — Upfitting of three Ford Interceptors in the amount of $37,553.70
- Purchase Order No. 31210162025A — Upfitting of one Dodge Durango in the amount of $12,485.88
- Purchase Order No. 31210172025A — Upfitting of one Dodge Charger in the amount of $10,550.13

Pursuant to Policy 401, Section 5.2, the Purchasing Department requests that the Board waive the competitive bidding process for these purchases on the finding that competitive bidding would not be in the public interest due to the specialized nature of the equipment, limited number of qualified vendors, and extended lead times for critical law-enforcement components.

Approval of these purchase orders will ensure that the Sheriff's Office vehicles can be equipped and deployed promptly upon delivery.

Prior Board Action
Prior CCSO vehicle build-outs have been purchased from Sutter Buttes Communication.

Fiscal Impact/Funding Source
Budgeted: 312-57199-312-0

Action for the Clerk
Please have the Purchasing Agent sign the Purchase Orders and return to Rick Luigard in Purchasing.

Attachments:
1. PO 31210152025A_Sutter Buttes Com Explorer
2. PO 31210162025A_Sutter Buttes Com Durango
3. PO 31210172025A_Sutter Buttes Com Charger

Colusa County Purchasing & Procurement
547 Market Street, Suite 110
Colusa, California 95932
Phone: 530-458-0437
Fax: 530-458-0435

Purchase Order No.
31210152025A

PURCHASE ORDER

VENDOR	Sutter Buttes Communications, Inc
NAME	Andrew Welch
ADDRESS	445 Palora Ave
	Yuba City, CA. 95991
PHONE	530-673-3475
EMAIL	awelch@sutterbuttescomm.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	**Rick Luigard**
Address	**547 Market St Ste 110, Colusa, CA 95932**
PHONE	**530.458.0437** **FAX**

P.O. DATE	**REQUISITIONER**		**SHIP VIA**	**TERMS**
10/15/2025	Rick Luigard			30 Days

QTY	UNITS	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL
3	eac		CCSO SUV Parts/Equipment	$10,040.00	$30,120.00

SUBTOTAL	$30,120.00
DELIVERY	$1,000.00
CA Sales Tax .0725%	$2,183.70
Labor	$4,250.00
TOTAL	$37,553.70

BASED ON ATTACHED QUOTE #
AW100625-3

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:

Rick Luigard
Colusa County Purchasing & Procurement
547 Market St. Ste. 110
Colusa, CA 95932
530.458.0437

Authorized by Date

Sutter Buttes Communications, Inc.

Proposal

445 Palora Avenue
Yuba City, Ca. 95991
Ofc. (530) 673-3475

Fax: (530) 673-1085
Toll Free: (800) 300-0054

Customer: CCSO
Attention: Kris
Re: 2026 Ford Interceptor Build (3)
Fax:
Phone:
Email:

Proposal Date	10/6/2025
QUOTE#	AW100625-3
YOUR ORDER NO.	
TERMS	
SALES REP	Andrew Welch
SHIPPED VIA	
F.O.B.	
Proposal Valid For:	60 Days

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
3	**CCSO SUV Parts/Equipment:** (Please refer to attachment containing parts for installation) Pricing includes the installation of radio equipment into vehicle at the time of emergency equipment installation. *Radio communications equipment will be installed by certified radio communications technicians. Antenna and Radio will both be tested and aligned/optimized if necessary. Radio Programming, Unit ID/Emergency Button ID's will be updated. AES "secure"* operations will be verified and tested.	10,040.00	$30,120.00

Notes: This proposal covers the purchase and installation of listed equipment plus one radio. Scope of work to be done at SBC over a 5-7 day period. SBC will honor all manufacturer's warranties and will cover labor for 6 years. Please allow 8-12 weeks for delivery of parts.	SUBTOTAL	30,120.00
	TAX @7.25%	2,183.70
	LABOR	4,250.00
	EST. FREIGHT	1,000.00
		$37,553.70
		PAY THIS AMOUNT

Please note that freight is estimated.
Final invoice will reflect actual shipping charges.

Payment for equipment is due upon delivery of equipment.
Labor will be invoiced after the project is completed.

DIRECT ALL INQUIRIES TO:
Name Andrew Welch
Phone 530-673-3475
e-mail: awelch@sutterbuttescomm.com

THANK YOU FOR YOUR BUSINESS!

File: CCSO 2026 Ford Interceptor (3) Build Quote AW100625-3

Printed: 10/6/2025

Customer Name: Colusa County Sheriff

Date: 10-6-25

Vehicle: 2026 Ford Interceptor Utility

QTY	MANUFCTR	PART#	DESCRIPTION	PRICE	EXT PRICE
1	Whelen	N/A	Refurb Kit for Lightbar	$1,200.00	$1,200.00
1	Whelen	C399	Cencom Core Siren/Light Controller	$1,425.00	$1,425.00
1	Setina	BK2017ITU20	Push Bumper with 2 Whelen ION LED Lights R/B	$890.00	$890.00
1	Gamber Johnson	7170-0734-08	Interceptor Console with Cup Holder and Arm Rest	$620.00	$620.00
1	Havis	C-USB-3	Faceplate w/ Power Outlets	$85.00	$85.00
1	Gamber Johnson	7160-0924	Storage Pocket	$55.00	$55.00
2	Innovative	MMSU-1	Magnetic Mic Clip	$40.00	$80.00
2	Whelen	VTXD609J	LED Light for Brake Light Housing	$125.00	$250.00
1	Setina	PK1134ITU20TM	Recessed Prisoner Partition	$945.00	$945.00
1	Setina	GK10301S1U	Dual Gun Rack System for AR/870	$485.00	$485.00
1	Setina	PK0123ITU202ND	Cargo Partition	$630.00	$630.00
1	Whelen	SA315P	100 Watt Siren Speaker	$240.00	$240.00
1	Whelen	SAK75D	Siren Speaker Bracket	$45.00	$45.00
1	Patrol Power	EX0011	Fuse Block/Wire Harness/Timer Kit	$825.00	$825.00
1	Laird	35951	VHF Black Antenna Kit	$70.00	$70.00
1	Laird	15243	Scanner Antenna Kit	$95.00	$95.00
1	Uniden	BCT15X	Scanner w/ Programming	$280.00	$280.00
1	SBC		Misc. Hardware, Loom, Fuses, Connectors, Etc.	$175.00	$175.00
1	Gamber Johnson	7160-0220	9' Swing Arm	$330.00	$330.00
1	Gamber Johnson	PS028	Durabook Dock Power Supply	$215.00	$215.00
1	Gamber Johnson	AS7.D014.600	Durabook Dock w/o RF Passthrough	$1,100.00	$1,100.00
					$10,040.00

Colusa County Purchasing & Procurement
547 Market Street, Suite 110
Colusa, California 95932
Phone: 530-458-0437
Fax: 530-458-0435

Purchase Order No.
31210162025A

PURCHASE ORDER

VENDOR	Sutter Buttes Communications, Inc
NAME	Andrew Welch
ADDRESS	445 Palora Ave
	Yuba City, CA. 95991
PHONE	530-673-3475
EMAIL	awelch@sutterbuttescomm.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	**Rick Luigard**
Address	**547 Market St Ste 110, Colusa, CA 95932**
PHONE	**530.458.0437** **FAX**

P.O. DATE	**REQUISITIONER**		**SHIP VIA**	**TERMS**
10/15/2025	Rick Luigard			30 Days

QTY	UNITS	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL
1	each		CCSO SUV Parts/Equipment	$8,010.00	$8,010.00

SUBTOTAL	$8,010.00
DELIVERY	$375.00
CA Sales Tax .0875%	$700.88
Labor	$3,400.00
TOTAL	$12,485.88

BASED ON ATTACHED QUOTE #
AW040125-2

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:

Rick Luigard
Colusa County Purchasing & Procurement
547 Market St. Ste. 110
Colusa, CA 95932
530.458.0437

Authorized by Date

Sutter Buttes Communications, Inc.

Proposal

445 Palora Avenue
Yuba City, Ca. 95991
Ofc. (530) 673-3475

Fax: (530) 673-1085
Toll Free: (800) 300-0054

Customer: Colusa Co Sheriff
Attention: Kris
Re: 2025 Dodge Durango Admin Build
Fax:
Phone:
Email:

Proposal Date	4/1/2025
QUOTE#	AW040125-2
TERMS	Net 10
SALES REP	Andrew Welch
SHIPPED VIA	
F.O.B.	
Proposal Valid For:	30 Days

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	Whelen XLP Inner Edge LED Lightbar	$1,025.00	$1,025.00
1	Whelen HHS Siren/Light Controller	$740.00	$740.00
2	Whelen T-ION LED Light (For Grille Area)	$145.00	$290.00
2	Federal Signal Xstream LED Light (For Upper Rear Window)	$205.00	$410.00
1	Whelen Tail Light Flasher	$95.00	$95.00
1	Whelen 100 Watt Siren Speaker w/ Durango Specific Bracket	$285.00	$285.00
1	Patrol Power Wire Harness, Fuse Block, Timer Kit	$725.00	$725.00
1	Sti-Co Covert Antenna Package	$625.00	$625.00
2	Innovative Magnetic Mic Clip	$40.00	$80.00
1	Misc., Wire, Loom, Hardware, Connectors, Etc.	$175.00	$175.00
1	Havis Faceplate for Radio	$30.00	$30.00
1	Havis Faceplate for Siren Controller	$30.00	$30.00
1	Havis Faceplate with USB	$105.00	$105.00
1	Havis Lock Box	$170.00	$170.00
1	Havis Open Top Storage Faceplate (For Pens, Etc.)	$45.00	$45.00
2	Havis Mic Clip Bracket	$15.00	$30.00
1	Havis Arm Rest	$75.00	$75.00
1	Magnetic Park Kill Switch	$25.00	$25.00
1	Window Tint Package (Includes all Windows plus Windshield Strip)	$550.00	$550.00
1	Truck Vault Single Drawer Magnum Height with Combo/Key Lock	$2,500.00	$2,500.00

Notes: This proposal covers the purchase and installation of listed equipment into a 2025 Dodge Durango. Scope of work to be done at SBC over a 6 day period. Please allow 16-20 weeks for delivery of equipment and build date from time of order placement. SBC honors all manufacturer's warranties and will cover labor for 5 years.

SUBTOTAL	8,010.00
TAX @8.75%	700.88
LABOR	3,400.00
EST. FREIGHT	375.00
	$12,485.88
	PAY THIS AMOUNT

Please note that freight is estimated.
Final invoice will reflect actual shipping.

Payment for equipment is due upon delivery of equipment.
Labor will be invoiced after the project is completed.

DIRECT ALL INQUIRIES TO:
Name Andrew Welch
Phone 530-673-3475
e-mail: awelch@sutterbuttescomm.com

THANK YOU FOR YOUR BUSINESS!

File: CCSO 25 Durango Admin Build Quote AW040125-2

Printed: 4/1/2025

Colusa County Purchasing & Procurement
547 Market Street, Suite 110
Colusa, California 95932
Phone: 530-458-0437
Fax: 530-458-0435

Purchase Order No.
31210172025A

PURCHASE ORDER

VENDOR	Sutter Buttes Communications, Inc
NAME	Andrew Welch
ADDRESS	445 Palora Ave
	Yuba City, CA. 95991
PHONE	530-673-3475
EMAIL	awelch@sutterbuttescomm.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	**Rick Luigard**
Address	**547 Market St Ste 110, Colusa, CA 95932**
PHONE	**530.458.0437** **FAX**

P.O. DATE	**REQUISITIONER**		**SHIP VIA**	**TERMS**
10/15/2025	Rick Luigard			30 Days

QTY	UNITS	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL
1	each		CCSO Charger Parts/Equipment	$6,230.00	$6,230.00

SUBTOTAL	$6,230.00
DELIVERY	$375.00
CA Sales Tax .0875%	$545.13
Labor	$3,400.00
TOTAL	$10,550.13

BASED ON ATTACHED QUOTE #
AW040125-3

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:

Rick Luigard
Colusa County Purchasing & Procurement
547 Market St. Ste. 110
Colusa, CA 95932
530.458.0437

Authorized by Date

Sutter Buttes Communications, Inc.

Proposal

445 Palora Avenue
Yuba City, Ca. 95991
Ofc. (530) 673-3475

Fax: (530) 673-1085
Toll Free: (800) 300-0054

Customer: Colusa Co Sheriff
Attention: Kris
Re: 2025 Dodge Charger Admin Build
Fax:
Phone:
Email:

Proposal Date	4/1/2025
QUOTE#	AW040125-3
TERMS	Net 10
SALES REP	Andrew Welch
SHIPPED VIA	
F.O.B.	
Proposal Valid For:	30 Days

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
2	Soundoff Signal Nforce LED Light (For Upper Windshield)	$260.00	$520.00
1	Whelen HHS Siren/Light Controller	$595.00	$740.00
2	Whelen T-ION LED Light (For Grille Area)	$175.00	$350.00
2	Federal Signal Xstream LED Light (For Upper Rear Window)	$205.00	$410.00
1	Whelen Tail Light Flasher	$95.00	$95.00
1	Whelen 100 Watt Siren Speaker w/ Charger Specific Bracket	$285.00	$285.00
1	Timer, Thermal Breaker, ISO Ground, Fuse Block (For Power Distribution)	$300.00	$300.00
1	Sti-Co Covert Antenna Package	$625.00	$625.00
2	Innovative Magnetic Mic Clip	$40.00	$80.00
1	Custom Wire Harness	$300.00	$300.00
1	Window Tint Package (Includes all Windows plus Windshield Strip)	$550.00	$550.00
1	Truck Vault Single Drawer Magnum Height with Combo/Key Lock	$1,850.00	$1,850.00
1	Misc., Loom, Hardware, Connectors, Etc.	$125.00	$125.00

Notes: This proposal covers the purchase and installation of listed equipment into a 2025 Dodge Charger. Scope of work to be done at SBC over a 6 day period. Please allow 16-20 weeks for delivery of equipment and build date from time of order placement. SBC honors all manufacturer's warranties and will cover labor for 5 years.

SUBTOTAL	6,230.00
TAX @8.75%	545.13
LABOR	3,400.00
EST. FREIGHT	375.00
	$10,550.13
	PAY THIS AMOUNT

Please note that freight is estimated.
Final invoice will reflect actual shipping.

Payment for equipment is due upon delivery of equipment.
Labor will be invoiced after the project is completed.

DIRECT ALL INQUIRIES TO:
Name Andrew Welch
Phone 530-673-3475
e-mail: awelch@sutterbuttescomm.com

THANK YOU FOR YOUR BUSINESS!

File: CCSO 25 Charger Admin Build Quote AW040125-3

Printed: 4/1/2025

Colusa County

Agenda Request Form

Item ID#: 2025-107 **Agenda Date:** 12/16/2025 **Item 5**

SHERIFF/CORONER

Approve Purchase Order 31210202025 for four Motorola APX8500 radios for the Colusa County Sheriff's Office fleet through Sutter Buttes Communications, Inc. utilizing Motorola contract #17724-HGAC-(TX)-RA05-21 in the amount of $32,823.66 and authorize the Purchasing Agent to sign the Purchase Order.

Detailed Description/Background of Request
The Colusa County Sheriff's Office budgeted for the purchase of five new patrol vehicles in Fiscal Year 2025-26, consisting of three Ford Interceptors, one Dodge Durango, and one Dodge Charger, along with their accompanying equipment installation and upfitting.

To prepare these vehicles for patrol use, specialized public-safety equipment must be procured and installed, including radios, lighting, sirens, in-car video systems, consoles, and related components.

There will be one radio re-purposed from a salvaged vehicle, explaining why the purchase is for four radios rather than five.

This purchase utilizes Motorola contract #17724-HGAG-(TX)-RA05-21 through Sutter Buttes Communications, Inc.

Prior Board Action
None

Fiscal Impact/Funding Source
Budgeted: 312-57199-312-0, $32,823.66

Action for the Clerk
Please have the Purchasing Agent sign the Purchase Order and return to Rick Luigard in Purchasing.

Attachments:
1. PO 31210202025_Motorola Sutter Buttes Comm

Colusa County Purchasing & Procurement
547 Market Street, Suite 110
Colusa, California 95932
Phone: 530-458-0437
Fax: 530-458-0435

Purchase Order No.
31210202025

PURCHASE ORDER

VENDOR	Motorola Solutions, Inc
NAME	Andrew Welch with Sutter Buttes Comm
ADDRESS	13104 Collections Center Drive
	Chicago, IL. 60693
PHONE	530-673-3475
EMAIL	awelch@sutterbuttescomm.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	**Rick Luigard**
Address	**547 Market St Ste 110, Colusa, CA 95932**
PHONE	**530.458.0437** **FAX**

P.O. DATE	**REQUISITIONER**		**SHIP VIA**	**TERMS**
10/15/2025	Rick Luigard			30 Days

QTY	UNITS	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL
4	each	M37TXS9PW1CN	APX 8500	$5,641.44	$22,565.76
4	each	GA00318AF	5 yr Essential Svc	$480.00	$1,920.00
4	each	G48BB	Software License ENH:Conventional Ops APX	$687.66	$2,750.64
4	each	GA05507AA	delete 7/800 mHZ band	-$584.00	-$2,336.00
4	each	GA05509AA	delete UHF band	-$584.00	-$2,336.00
4	each	B18CR	Aux spkr 7.5 Watt	$51.83	$207.32
4	each	G843AH	AES Encryption and ADP	$408.80	$1,635.20
4	each	G806BL	Software License ENH: Astro Digitial CAI OP APX	$443.11	$1,772.44
4	each	W969BG	Software License ENH: MultiKey Operation	$283.24	$1,132.96
2	each	GA01670AA	APX E5 Control Head	$559.91	$1,119.82
2	each	W22BA	Std Palm Microphone APX	$62.05	$124.10
2	each	G72AD	APX O3 Handheld CH	$813.22	$1,626.44

SUBTOTAL	$30,182.68
DELIVERY	
CA Sales Tax .0875%	$2,640.98
TOTAL	$32,823.66

BASED ON ATTACHED QUOTE #
3329081 (2 Patrol, 2 UC)
Contract # 17724-HGAC-(TX)-RA05-21

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:

Rick Luigard
Colusa County Purchasing & Procurement
547 Market St. Ste. 110
Colusa, CA 95932
530.458.0437

Authorized by Date

Colusa County

Agenda Request Form

Item ID#: 2025-108 **Agenda Date:** 12/16/2025 **Item 6**

SHERIFF/CORONER

Approve Purchase Order 31210152025 in the amount of $173,953.62 with Folsom Lake Ford for three vehicles for the Sheriff's Office utilizing State of California Contract #1-22-23-14C and allow the Purchasing Agent to sign the Purchase Order.

Detailed Description/Background of Request

The Colusa County Sheriff's Office included funding in the Fiscal Year 2025–26 budget for the purchase of five new patrol vehicles. This purchase order request covers the acquisition of three Ford Interceptors from Folsom Lake Ford, utilizing State of California Contract No. 1-22-23-14C.

This purchase is authorized under Colusa County Code Chapter 17-6(d), the Board of Supervisors to procure supplies and equipment without competitive bidding, in accordance with Public Contract Code Section 10299(a), from vendors holding contracts awarded by the State of California.

Prior Board Action
None

Fiscal Impact/Funding Source
Budgeted: CCSO, 312-57199-312-0; $173,953.62

Action for the Clerk
Please have the Purchasing Agent sign the Purchase Order and return to Rick Luigard in Purchasing.

Attachments:
1. PO 31210152025_Folsom Lake Ford Explorer (2)

Colusa County Purchasing & Procurement
547 Market Street, Suite 110
Colusa, California 95932
Phone: 530-458-0437
Fax: 530-458-0435

Purchase Order No.
31210152025

PURCHASE ORDER

VENDOR	Folsom Lake Ford
NAME	Mark Paoli
ADDRESS	12755 Folsom Blvd
	Folsom, CA 95630
PHONE	(916) 351-4202

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 Sheriff's Office**
Contact	**Kristopher Cooper**
Address	**929 Bridge St., Colusa, CA 95932**
PHONE	**530.458.0226** **FAX**

P.O. DATE	**REQUISITIONER**		**SHIP VIA**	**TERMS**
10/15/2025	Rick Luigard			30 Days

QTY	UNITS	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL
3	EA		2026 Ford Interceptor Utility	$ 53,049.00	$ 159,147.00

BASED ON ATTACHED PROPOSAL DATED 9/8/2025
California Contract # 1-22-23-14C

SUBTOTAL	$ 159,147.00
DELIVERY $250 each	$ 750.00
CA Sales Tax 8.75%	$ 13,925.37
California Tire Fee $8.75 each	$ 26.25
DMV Electronic Filing Fee $35 each	$ 105.00
TOTAL	$ 173,953.62

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:

Angela Gross
Colusa County Purchasing & Procurement
547 Market St. Ste. 110
Colusa, CA 95932
530.458.0437

Authorized by Date

PRICE QUOTATION
FOLSOM LAKE FORD
12755 FOLSOM BLVD.
FOLSOM, CA 95630
(916) 351-4202 - Direct

Date: 9/8/2025

To: Lieutenant Kristopher Cooper / Colusa County Sheriff's Office
From: Mark A. Paoli / Fleet Director / Folsom Lake Ford
Subject: Pricing for 2026 Ford Interceptor (State of California Contract #1-22-23-14C)

$49,313.00 - Bid Price (2026 Ford Police Interceptor Utility AWD / 3.3L V6 Gas Eng)
930.00 - Front Headlamp Lighting Solution (66A) - Includes Pre-Wiring (60A)
662.00 - Ultimate Wiring Package (67U)
475.00 - Rear Lighting Solution (66C)
446.00 - Tail Lamp Lighting Solution (66B)
414.00 - Spot Lamp - Driver's Side Unity LED (51R)
352.00 - Underbody Deflector Plate (76D)
207.00 - Police Wire Connector Kit - Front/Rear (67V)
165.00 - Hidden Door-Lock Plunger w/Rear-Door Controls Inoperable (52P)
0.00 - Police Interceptor Badge Delete (16D)
$52,964.00 - Selling Price (Solid Color - Oxford White)
85.00 - Documentation Fee
$53,049.00 - Subtotal
4,641.79 - Sales Tax (8.75%) Subject to Change
250.00 - Delivery to Colusa, CA
35.00 - DMV Electronic Filing Fee
8.75 - California Tire Fee
$57,984.54 - Total Price (EACH) F.O.B. Colusa, CA

Payment Terms: $500.00 Discount Per Vehicle for Payment Within 20 Days / Net 30

Included: Ballistic Door Panels (Level III+), BLIS (Blind Spot Monitoring with Cross Traffic Alert), Dark Car Feature, Ford Pro Upfit Integration Feature, Ford Telematics (Includes Complimentary Two-Year Subscription), Front License Plate Bracket, Noise Suppression, Police Engine Idle Feature, Police Perimeter Alert, Police Pursuit Mode, Power Passenger Seat (4-Way), Red/White Dome Lamp In Cargo Area, Rear Auxiliary Air Conditioning, Rear View Camera with Washer (Displayed In 8" Center Stack Screen) Includes On-Demand Feature, Remote Keyless Entry with Four Keys and FOBs, Reverse Sensing, SYNC (Bluetooth), Trailer Hitch (Class III - Includes Wiring), Upfitter Switches(4) Mounted on Steering Wheel and 5yr/100k/0ded Powertrain Warranty.

Colusa County

Agenda Request Form

Item ID#: 2025-109 **Agenda Date:** 12/16/2025 **Item 7**

SHERIFF/CORONER

Approve Purchase Order 31210162025 in the amount of $52,194.29 with Elk Grove Auto for one vehicle for the Sheriff's Office utilizing State of California Contract #1-22-23-14C and authorize the Purchasing Agent to sign the Purchase Order.

Detailed Description/Background of Request
The Colusa County Sheriff's Office budgeted for the purchase of five new patrol vehicles in Fiscal Year 2025-26. These three Ford Interceptors will be purchased from Folsom Lake Ford using State of California Contract #1-22-23-14C.

Prior Board Action
None

Fiscal Impact/Funding Source
Budgeted: CCSO 312-57199-312-0 $173,953.62

Action for the Clerk
Please have the Purchasing Agent sign the Purchase Orders and return to Rick Luigard in Purchasing.

Attachments:
1. PO 31210162025 Elk Grove Durango

Colusa County Purchasing & Procurement
547 Market Street, Suite 110
Colusa, California 95932
Phone: 530-458-0437
Fax: 530-458-0435

Purchase Order No.
31210162025

PURCHASE ORDER

VENDOR	Elk Grove Auto
NAME	Jerry Powers
ADDRESS	8575 Laguna Grove Dr.
	Elk Grove, CA. 95757
PHONE	(775) 450-9209
EMAIL	jpowers@knightelkgrove.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	**Rick Luigard**
Address	**547 Market St Ste 110, Colusa, CA 95932**
PHONE	**530.458.0437** **FAX**

P.O. DATE	**REQUISITIONER**		**SHIP VIA**	**TERMS**
11/3/2025	Rick Luigard			30 Days

QTY	UNITS	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL
1	ea		2026 Dodge Durango Pursuit AWD	$39,920.00	$39,920.00
1	ea		Options	$5,005.00	$5,005.00
1	ea		Upgrade to PPV Durango	$2,175.00	$2,175.00

BASED ON ATTACHED QUOTE # 22687
State Contract # 1-22-23-23E

SUBTOTAL	$47,100.00
DOC Fee	$85.00
CA Sales Tax .0975%	$4,600.54
CA TIRE FEE	$8.75
Delivery Charge	$400.00
TOTAL	$52,194.29

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:

Rick Luigard
Colusa County Purchasing & Procurement
547 Market St. Ste. 110
Colusa, CA 95932
530.458.0437

Authorized by Date

Elk Grove Auto

8575 Laguna Grove Drive.
Elk Grove, CA 95757
775-450-9209 Mobile

TO: Rick Luigard
Colusa County
547 Market St. Ste. 110
Colusa, CA 95932

(530) 458-0437

DATE October 24, 2025
Quotation # 22687
FAN # 00FZD

Prepared by: Jerry Powers

Comments or special instructions: Vehicle build and options are in additional pages.

State Contract # 1-22-23-23E

Description	AMOUNT
Line 2 Durango	$ 39,920.00
Options (Refer to Window Sticker):	$ 5,005.00
Upgrade to PPV Durango	$ 2,175.00
Vehicle qualifies for $500 discount if paid within 20 calendar days of receiving.	
****** Please review, sign, and return a copy of the quote and ****** ****** specs with the PO or the vehicle will not be ordered. ****** ******Shipping charge added for deliveries beyond Sacramento. No charge for will call.******	

	Subtotal	$ 47,100.00
	DOC Fee	$ 85.00
(Order Acknowledgment Signature) **(Date)**	**Taxable Subtotal:**	$ 47,185.00
Tax Rate(Subject to change):	9.750%	$ 4,600.54
CA Tire Fee: $1.75 / Per Tire	**Tire Fee:**	$8.75
	Fuel	
	Delivery Charge:	$400.00
	Total:	**$ 52,194.29**
QTY 1	**Grand Total**	$ 52,194.29

If you have any questions concerning this quotation, contact Jerry Powers at 775-450-9209 or email at JPowers@KnightElkGrove.com

THANK YOU FOR YOUR BUSINESS!

Winner Chevrolet / Elk Grove Auto Group
Jerry Powers | 916-426-5752 | JPowers@LasherAuto.com

Vehicle: [Fleet] 2026 Dodge Durango (WDEE75) Pursuit AWD



Table of Contents

- Dealership Information
- Window Sticker
- Standard Equipment

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 26803. Data Updated: Oct 23, 2025 6:46:00 PM PDT.

Winner Chevrolet / Elk Grove Auto Group

Dealership Information

PLEASE REVIEW THE "WINDOW STICKER," QUOTE, AND ALL INCLUDED INFORMATION AND SPECIFICATIONS FOR ACCURACY. IF A PURCHASE ORDER IS ISSUED, PLEASE INCLUDE A SIGNED COPY OF THIS QUOTE WITH THE "WINDOW STICKER." BY THIS QUOTE BEING SIGNED AND RETURNED BY THE PURCHASING AGENCY, THE PURCHASING AGENCY ACKNOWLEDGES THAT THE VEHICLE CONFIGURATION AND PRICE ARE ACCURATE.***TAX IS NOT INCLUDED IN THE QUOTE PRICE. PURCHASING AGENCY IS RESPONSIBLE FOR CALCULATING TAX. THE TAX RATE IS BASED ON THE REGISTRATION ADDRESS AND CANNOT BE A PO BOX. ******IF THE VEHICLE IS GOING TO BE DELIVERED BEYOND F.O.B. SACRAMENTO, ADDITIONAL COST WILL BE REQUIRED. ***

Prepared By:

Jerry Powers
Winner Chevrolet / Elk Grove Auto Group
916-426-5752
JPowers@LasherAuto.com

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Data Version: 26803. Data Updated: Oct 23, 2025 6:46:00 PM PDT.

Winner Chevrolet / Elk Grove Auto Group

Jerry Powers | 916-426-5752 | JPowers@LasherAuto.com

Vehicle: [Fleet] 2026 Dodge Durango (WDEE75) Pursuit AWD (Complete)

Window Sticker

SUMMARY

[Fleet] 2026 Dodge Durango (WDEE75) Pursuit AWD — MSRP:$44,879.00

Interior:Black, Cloth Bucket Seats w/Shift Insert

Exterior 1:Destroyer Gray Clearcoat

Exterior 2:No color has been selected.

Engine: 5.7L V8 HEMI MDS VVT

Transmission: 8-Speed Automatic (8HP70)

OPTIONS

CODE	MODEL		MSRP
WDEE75	[Fleet] 2026 Dodge Durango (WDEE75) Pursuit AWD		$44,879.00
	OPTIONS		
22Z	Quick Order Package 22Z		$0.00
ADL	Skid Plate Group		$370.00
C5X9	Black, Cloth Bucket Seats w/Shift Insert		$0.00
CUF	Full Length Floor Console		$370.00
DFD	Transmission: 8-Speed Automatic (8HP70)		$0.00
DPM	3.09 Rear Axle Ratio	Inc.	
EZH	Engine: 5.7L V8 HEMI MDS VVT		$3,240.00
JCJ	160 mph Primary Certified Speedometer	Inc.	
PDN	Destroyer Gray Clearcoat		$595.00
WP1	Wheels: 18" x 8" Painted Aluminum		$430.00
Z6J	GVWR: 7,100 lbs	Inc.	
	SUBTOTAL		**$49,884.00**
	Adjustments Total		$0.00
	Destination Charge		$1,995.00
	TOTAL PRICE		**$51,879.00**

FUEL ECONOMY

Est City:14 (Est) MPG

Est Highway:21 (Est) MPG

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Data Version: 26803. Data Updated: Oct 23, 2025 6:46:00 PM PDT.

Vehicle: [Fleet] 2026 Dodge Durango (WDEE75) Pursuit AWD (Complete)

Est Highway Cruising Range:516.60 mi

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Data Version: 26803. Data Updated: Oct 23, 2025 6:46:00 PM PDT.

Vehicle: [Fleet] 2026 Dodge Durango (WDEE75) Pursuit AWD (✓ Complete)

Standard Equipment

Mechanical	
	Engine: 3.6L V6 24V VVT UPG I w/ESS (STD)
	Transmission: 8-Speed Automatic (850RE) (STD)
	3.45 Rear Axle Ratio (STD)
	GVWR: 6,500 lbs (STD)
	50 State Emissions
	Transmission w/Sequential Shift Control
	Full-Time All-Wheel
	Engine Oil Cooler
	650CCA Maintenance-Free Battery w/Run Down Protection
	220 Amp Alternator
	Class IV Towing Equipment -inc: Hitch and Trailer Sway Control
	Trailer Wiring Harness
	Police/Fire
	1250# Maximum Payload
	Front And Rear Anti-Roll Bars
	Gas-Pressurized Front Shock Absorbers and Nivomat Brand Name Rear Shock Absorbers
	Nivomat Suspension
	HD Suspension
	Electric Power-Assist Speed-Sensing Steering
	24.6 Gal. Fuel Tank
	Single Stainless Steel Exhaust
	Permanent Locking Hubs
	Short And Long Arm Front Suspension w/Coil Springs
	Multi-Link Rear Suspension w/Coil Springs
	4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control
	Upfitter Switches
Exterior	
	Wheels: 18" x 8" Black Steel (STD)
	Tires: 255/60R18 BSW On/Off Road

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Data Version: 26803. Data Updated: Oct 23, 2025 6:46:00 PM PDT.

Vehicle: [Fleet] 2026 Dodge Durango (WDEE75) Pursuit AWD (Complete)

Exterior	
	Wheels w/Chrome Hub Covers
	Steel Spare Wheel
	Compact Spare Tire Stored Underbody w/Crankdown
	Body-Colored Front Bumper w/Black Rub Strip/Fascia Accent
	Body-Colored Rear Step Bumper w/Black Rub Strip/Fascia Accent
	Black Side Windows Trim
	Body-Colored Door Handles
	Chrome Bodyside Insert and Black Wheel Well Trim
	Black Power Heated Side Mirrors w/Manual Folding
	Fixed Rear Window w/Wiper and Defroster
	Deep Tinted Glass
	Speed Sensitive Variable Intermittent Wipers
	Galvanized Steel/Aluminum Panels
	Lip Spoiler
	Black Grille
	Liftgate Rear Cargo Access
	Tailgate/Rear Door Lock Included w/Power Door Locks
	Auto On/Off Projector Beam Led Low/High Beam Daytime Running Headlamps w/Delay-Off
	Perimeter/Approach Lights
	LED Brakelights
	Laminated Glass
Entertainment	
	Radio w/Seek-Scan, Clock, Speed Compensated Volume Control, Aux Audio Input Jack, Steering Wheel Controls, Voice Activation and Radio Data System
	Radio: Uconnect 5 Nav w/10.1" Display
	6 Speakers
	Streaming Audio
	Integrated Roof Antenna
	Wireless Phone Connectivity
	2 LCD Monitors In The Front

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Data Version: 26803. Data Updated: Oct 23, 2025 6:46:00 PM PDT.

Vehicle: [Fleet] 2026 Dodge Durango (WDEE75) Pursuit AWD (Complete)

Entertainment	
	Connected Travel & Traffic Services Real-Time Traffic Display
Interior	
	Front Seats w/Power 4-Way Driver Lumbar
	12-Way Power Driver Seat -inc: Power Recline, Height Adjustment, Fore/Aft Movement, Cushion Tilt and Power 4-Way Lumbar Support
	4-Way Passenger Seat -inc: Manual Recline, Fore/Aft Movement and Fold Flat
	60-40 Folding Split-Bench Front Facing Fold Forward Seatback Cloth Rear Seat
	Manual Tilt/Telescoping Steering Column
	Gauges -inc: Speedometer, Odometer, Voltmeter, Oil Pressure, Engine Coolant Temp, Tachometer, Oil Temperature, Transmission Fluid Temp, Engine Hour Meter, Trip Odometer and Trip Computer
	Power Rear Windows and Fixed 3rd Row Windows
	4G LTE Wi-Fi Hot Spot (3-month or 3 GB trial included) Mobile Hotspot Internet Access
	Leather Steering Wheel
	Front Cupholder
	Rear Cupholder
	Compass
	Proximity Key For Doors And Push Button Start
	Valet Function
	Remote Keyless Entry w/Integrated Key Transmitter, 2 Door Curb/Courtesy, Illuminated Entry and Panic Button
	Cruise Control w/Steering Wheel Controls
	Voice Activated Dual Zone Front Automatic Air Conditioning
	Rear HVAC w/Separate Controls
	HVAC -inc: Auxiliary Rear Heater, Headliner/Pillar Ducts and Console Ducts
	Illuminated Locking Glove Box
	Driver Foot Rest
	Full Cloth Headliner
	Interior Trim -inc: Metal-Look Instrument Panel Insert, Metal-Look Door Panel Insert and Chrome Interior Accents
	Cloth Bucket Seats w/Shift Insert -inc: cloth rear seat
	Day-Night Auto-Dimming Rearview Mirror
	Driver And Passenger Visor Vanity Mirrors

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Data Version: 26803. Data Updated: Oct 23, 2025 6:46:00 PM PDT.

Vehicle: [Fleet] 2026 Dodge Durango (WDEE75) Pursuit AWD (Complete)

Interior	
	Partial Floor Console w/Covered Storage, Mini Overhead Console w/Storage and 3 12V DC Power Outlets
	Front And Rear Map Lights
	Fade-To-Off Interior Lighting
	Carpet Floor Trim
	Full Vinyl/Rubber Floor Covering
	Cargo Area Concealed Storage
	Cargo Space Lights
	Integrated Navigation System w/Voice Activation
	Smart Device Integration
	FOB Controls -inc: Keyfob Cargo Access and Keyfob Window Activation
	Driver / Passenger And Rear Door Bins
	Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
	Delayed Accessory Power
	Power Door Locks w/Autolock Feature
	Driver Information Center
	Redundant Digital Speedometer
	Trip Computer
	Outside Temp Gauge
	Digital/Analog Appearance
	Manual w/Tilt Front Head Restraints and Fixed Rear Head Restraints
	Front Center Armrest w/Storage and Rear Center Armrest
	#7 Seat Foam Cushion
	Sentry Key Immobilizer
	3 12V DC Power Outlets
	Air Filtration
Safety-Mechanical	
	Electronic Stability Control (ESC) And Roll Stability Control (RSC)
	ABS And Driveline Traction Control
Safety-Exterior	
	Side Impact Beams

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Data Version: 26803. Data Updated: Oct 23, 2025 6:46:00 PM PDT.

Vehicle: [Fleet] 2026 Dodge Durango (WDEE75) Pursuit AWD (Complete)

Safety-Interior	
	Dual Stage Driver And Passenger Seat-Mounted Side Airbags
	Dodge Connect Emergency Sos Capability
	ParkSense with Stop Rear Parking Sensors
	Rear Cross Path Detection
	Blind Spot w/Trailer Detection Blind Spot
	Tire Specific Low Tire Pressure Warning
	Dual Stage Driver And Passenger Front Airbags
	Curtain 1st, 2nd And 3rd Row Airbags
	Airbag Occupancy Sensor
	Driver Knee Airbag
	Rear Child Safety Locks
	Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
	ParkView Back-Up Camera

WARRANTY	
	Basic Years: 3 Basic Miles/km: 36,000 Drivetrain Years: 5 Drivetrain Miles/km: 100,000 Corrosion Years: 5 Corrosion Miles/km: Unlimited Roadside Assistance Years: 5 Roadside Assistance Miles/km: 60,000

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Data Version: 26803. Data Updated: Oct 23, 2025 6:46:00 PM PDT.

Colusa County

Agenda Request Form

Item ID#: 2025-140 **Agenda Date:** 12/16/2025 **Item 8**

SHERIFF/CORONER

Approve Purchase Order No. 52011102025 with AT&T for a one-year extended maintenance agreement for the Sheriff's Office Vesta 911 dispatch phone system in an amount not to exceed $45,143.90 and authorize the CAO to sign the purchase order.

Detailed Description/Background of Request

The Sheriff's Office 911 Vesta phone system reached end of life in 2023. CalOES provided extended maintenance coverage through November 2024, which has now expired. AT&T is the sole provider authorized to service and maintain the Vesta 911 system. The proposed AT&T Vesta Support Agreement provides continued maintenance, service support, and replacement of required UPS batteries and backroom equipment. Without this agreement, any service or equipment failures would result in out-of-pocket costs and potential operational risk to 911 dispatch.

The updated contract amount is $45,143.90 and is 100% reimbursable through CalOES State 911 funds. Although originally budgeted under fixed assets for FY 2025–26, this should be expensed under account 53180 as a maintenance contract. Renewal ensures uninterrupted support for critical public safety communications.

Staff requests approval of Purchase Order No. 52011102025 with AT&T in the amount of $45,143.90 for a one-year extended maintenance agreement for the Sheriff's Office Vesta 911 dispatch phone system and replacement UPS batteries. Further, provide authorization for the CAO to sign the Purchase Order.

Prior Board Action
None.

Fiscal Impact/Funding Source
The cost is $45,143.90 which is 100% reimbursable by CalOES State 911 funds.

Action for the Clerk
Please obtain signature of CAO and return Purchase Order to Rick Luigard in Purchasing.

Attachments:

1. PO_52011102025 ATT UPS

Colusa County Purchasing & Procurement
547 Market Street, Suite 110
Colusa, California 95932
Phone: 530-458-0437
Fax: 530-458-0435

Purchase Order No.
52011102025

PURCHASE ORDER

VENDOR	AT&T
NAME	Jeff Reeve
ADDRESS	1452 Edinger Ave.
	Tustin CA. 92780
PHONE	(714) 227-1268
EMAIL	ju7072@att.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	**Rick Luigard**
Address	**547 Market St Ste 110, Colusa, CA 95932**
PHONE	**530.458.0437** **FAX**

P.O. DATE	**REQUISITIONER**		**SHIP VIA**	**TERMS**
11/10/2025	Rick Luigard			30 Days

QTY	UNITS	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL
2	each		Backroom UPS Replacement	$7,137.00	$14,274.00
3	each		Position UPS Replacemetn	$1,495.00	$4,485.00
1	each		Maintenance through 10/5/2026 non taxable	$24,743.49	$24,743.49

SUBTOTAL	$43,502.49
CA Sales Tax .0875%	$1,641.41
TOTAL	$45,143.90

BASED ON ATTACHED QUOTE #
Colusa Co SO 10/5/2025

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:

Rick Luigard
Colusa County Purchasing & Procurement
547 Market St. Ste. 110
Colusa, CA 95932
530.458.0437

Authorized by Date

AT&T

Support Agreement Quote
Colusa Co SO

DATE **10/5/2025**

Support Agreement

Contact	**Jeff Reeve**
Phone	(714) 227-1268
Email	ju7072@att.com
Address	1452 Edinger Ave. Tustin, CA 92780

3 Position VESTA

9-1-1 VESTA CPE BASIC STAND-ALONE SYSTEM

Maintenance through 10/5/2026	$	24,743.49

Support Agreement Term through 10/5/2026

Backroom UPS Replacement Quantity	2	$ 14,274.00
Position UPS Replacement Quantity	3	$ 4,485.00

AT&T will continue to provide Service under the Support Plan for as long as parts are available on a commercially reasonable basis.

In the event repair parts are not readily available:

AT&T will advise customer and customer will have the option to replace the Equipment with a similar product.

In the event the customer declines to authorize such replacement, AT&T will cease providing Service for such Equipment.

UPS	**$**	**18,759.00**
Tax 8.75%	**$**	**1,641.41**
SYSTEM SUPPORT PLAN TOTAL	**$**	**24,743.49**

This Quote Valid until 2/2/2026

TOTAL	**$**	**45,143.90**

Colusa County

Agenda Request Form

Item ID#: 2025-174 **Agenda Date:** 12/16/2025 **Item 9**

SHERIFF/CORONER

Adopt a resolution authorizing the Colusa County Sheriff to apply for funding and execute the California State Parks Boating and Waterways Safety and Enforcement Financial Aid Program Agreement and to submit and execute reimbursement claims. Further, authorize the County Auditor to certify the amount of prior year 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 25 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. The 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 purchases, 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 considered and approved this financial aid application annually for the past 25 years.

Fiscal Impact/Funding Source
This is a revenue agreement. Funding of up to $75,861 is received through the Department of Parks & Recreation, Division of Boating & Waterways. This funding does not cover the entire cost of the program, which is budgeted at $191,907 for FY 25-26. 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 Martin Sanchez at the Colusa County Sheriff's Office for processing with the application.

Attachments:

1. Resolution 2025-2026 Boating 11_05_25

RESOLUTION NO. 25-

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.l 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 16th day of December by the following vote:

AYES:

NOES:

ABSENT:

_____
Daurice K. Smith, Chair

ATTEST: Joshua Pack, Clerk of
The Board of Supervisors

By: _____
Patricia Rodriguez, Deputy Clerk

APPROVED AS TO FORM:

_____
Richard Stout, County Counsel

Colusa County

Agenda Request Form

Item ID#: 2025-183 **Agenda Date:** 12/16/2025 **Item 10**

SHERIFF/CORONER

Ratify Project Agreement (No. G25-03-05-L01/Contract No. C32-37-075), with the **California Department of Parks and Recreation** for on-going OHV Grant-Law Enforcement, effective October 4, 2025

Detailed Description/Background of Request
The Office of the Sheriff conducts ongoing Off-highway Motor Vehicle (OHV) law enforcement activities, including but not limited to education, preservation of natural resources, and protection of habitat. OHV patrols are conducted in the western part of Colusa County and encompass an area of approximately 160,000 acres. The grant provides the Sheriff's Office with the ability to effectively continue patrolling this area and providing various services.

The OHV Law Enforcement Grant will provide funds in the amount of $35,343.00, plus a cost match by the County for a total project cost of $73,540.00.

Prior Board Action
The Board previously authorized the Sheriff to apply for the grant funds through Resolution No. 25-011.

Fiscal Impact/Funding Source
Grant award in the amount of $35,343.00 with a cost match of $38,197.00. The matching fund source will be Off-Highway Vehicle License Fee in-lieu fund (Special Revenue Fund-02132) and Rural Law Enforcement (RLE, Fund- 453402).

Action for the Clerk
Number agreement and forward certified copy to Sergeant Purcell.

Attachments:
1. G25-03-05-L01_Project Agreement_Final
2. Governing Body Resolution

Docusign Envelope ID: 0F4C30F4-B407-4EF2-B11F-B69C1FFE58D9

State of California - Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

OFF-HIGHWAY MOTOR VEHICLE RECREATION DIVISION
GRANTS AND COOPERATIVE AGREEMENTS PROGRAM

PROJECT AGREEMENT

PROJECT AGREEMENT NUMBER: G25-03-05-L01 PROJECT TYPE: Law Enforcement

GRANTEE: Colusa County Sheriff's Office

PROJECT TITLE: Law Enforcement

PROJECT PERFORMANCE PERIOD: FROM **10/04/2025** THROUGH **10/03/2026**

MAXIMUM AMOUNT PAYABLE SHALL NOT EXCEED **$35,343.00** (Thirty Five Thousand Three Hundred Forty Three and 00/100)

THIS PROJECT AGREEMENT is made and entered into, by and between the State of California, acting by and through the Department of Parks and Recreation, Off-Highway Motor Vehicle Recreation Division and Grantee.

The Grantee agrees to complete the project as described in the Project Description. The Grantee's Application, the Off-Highway Motor Vehicle Act of 2003 and the California Code of Regulations, Division 3, Chapter 15, Sections 4970-4970.26 are hereby incorporated into this agreement by reference.

The parties hereto agree to comply with the terms and conditions of the following attachments which by reference are made a part of the Project Agreement.

ATTACHMENT 1 - PROJECT COST ESTIMATE
ATTACHMENT 2 - GENERAL PROVISIONS

GRANTEE	STATE OF CALIFORNIA
AUTHORIZED SIGNATURE: Signed by: 3CC5842481B6409...	AUTHORIZED SIGNATURE: DocuSigned by: Jennifer Grady EB116C98AF0443D...
AUTHORIZED NAME: Joe Garofalo	AUTHORIZED NAME: Jennifer Grady
TITLE: Sheriff	TITLE: Grants Manager
DATE: 10/16/2025	DATE: 10/16/2025

CERTIFICATION OF FUNDING (FOR STATE USE ONLY)

CONTRACT NUMBER:	SUPPLIER ID NUMBER:	FUND DESCRIPTION:
C32-37-075	0000002869	Off-Highway Vehicle Trust Fund

REPORTING STRUCTURE:	ACCOUNT:	ACTIVITY:	CHARGE AMOUNT:		PROGRAM:
37900550	5432000	62687	35,343.00		2855
BU:	**REF:**	**FUND:**	**CHAPTER:**	**ENY/STATUTE**	**FISCAL YEAR:**
3790	101	0263	4	2025	2025/2026

I hereby certify upon my own personal knowledge that budgeted funds are available for this encumbrance.

SIGNATURE OF DPR ACCOUNTING OFFICER: DATE:

N/A

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2025
Agency: Colusa County Sheriff's Office
Application: Law Enforcement

APPLICANT NAME :	Colusa County Sheriff's Office		
PROJECT TITLE :	Law Enforcement	**PROJECT NUMBER (Division use only) :**	G25-03-05-L01
PROJECT TYPE :	☑ Law Enforcement ☐ Restoration ☐ Education & Safety ☐ Acquisition ☐ Development ☐ Ground Operations ☐ Planning		
PROJECT DESCRIPTION :	The Project is to provide Law Enforcement activities related to Off-Highway Vehicle (OHV) Recreation and motorized access to non-motorized recreation. Project activities will occur within the area(s) listed under 'Item 1' and 'Item 2' in the Law Enforcement Needs section of the Agency's Application, as per section 4970.12(f)(1) of the Program Regulations and within the jurisdiction of the Colusa County Sheriff's Office. These activities may include but are not limited to law enforcement patrols, installation of regulatory and educational signs, placement of barriers, creation of maps, search and rescue, and educational outreach about safety, protecting the environment, and respecting private property. The Project may also provide for the purchase of Equipment, materials, and supplies as outlined in the Project Cost Estimate. Additionally, the Grantee must provide a minimum of twenty-five (25) percent of the total Project cost in matching funds.		

	Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
DIRECT EXPENSES							
Program Expenses							
1	**Staff**						
	1. Staff-Sergeants Notes : Law Enforcement Officers - Sergeants Staff overtime requested at 50% grant funds and 50% matching funds. This rate is an average of our sergeant salaries during overtime including holiday weekends. A majority of our shifts occur on busy holiday	200.0000	100.000	HRS	20,000.00	10,000.00	10,000.00

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2025
Agency: Colusa County Sheriff's Office
Application: Law Enforcement

	Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
	weekends which increase our rates due to holiday pay. We are requesting an increase in patrol hours for the project area. Our department, along with the public, would like to see more frequent patrols in the area. Additionally, Forest Patrol has been understaffed in our region, which has impacted patrol coverage. Last year, Forrest Services had a surplus of grant funds due to these staffing shortages. Example of sergeant OHV patrol duties: Patrol the project area where legal riding opportunities exist, issue warnings, issue citations for OHV related infractions, make contacts, provide maps, OHV education, keep OHVs in legal riding areas, provide first aid when necessary.						

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2025
Agency: Colusa County Sheriff's Office
Application: Law Enforcement

	Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
	2. Staff-Deputy	200.000	85.000	HRS	17,000.00	11,423.00	5,577.00
	Notes : Law Enforcement Officers - Deputy Staff overtime requested at 68% grant funds and 32% matching funds. This rate is an average of our Deputy salaries during overtime including holiday weekends. A majority of our shifts occur on busy holiday weekends which increase our rates due to holiday pay. We are requesting an increase in patrol hours for the project area. Our department, along with the public, would like to see more frequent patrols in the area. Additionally, Forest Patrol has been understaffed in our region, which has impacted patrol coverage. Last year, Forrest Services had a surplus of grant funds due to these staffing shortages.	0					

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2025
Agency: Colusa County Sheriff's Office
Application: Law Enforcement

	Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
	Example of Deputy OHV patrol duties: Patrol the project area where legal riding opportunities exist, issue warnings, issue citations for OHV related infractions, make contacts, provide maps, OHV education, keep OHVs in legal riding areas, provide first aid when necessary.						
Total for Staff					37,000.00	21,423.00	15,577.00
2	**Contracts**						
3	**Materials / Supplies**						
	1. Materials / Supplies-OHV Safety Equipment Notes : Four sets of Personal Protective Equipment to replace old worn out equipment that is ten or more years old. We also have new team members joining the OHV Team this year. DOT approved OHV helmets with flip up visors and gloves. Helmets and gloves are required to work an OHV shift working in one of our side by sides. This gear will be	4.0000	410.000	EA	1,640.00	820.00	820.00

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2025
Agency: Colusa County Sheriff's Office
Application: Law Enforcement

	Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
	purchased at 50 percent grant funds and 50 percent matching funds. Bell SRT full face helmet quoted at $375 after tax. Asking for 4 for a total of $1,500.00. Four pairs of gloves required when riding side by sides per our PPE rules. The gloves would cost approximately $35 dollars each. For a total of $140.00.						
4	**Equipment Use Expenses**						
	1. Equipment Use Expenses-Fuel Notes : Fuel reimbursement at $100.00 dollars a day. The current rate for fuel is .70 cent a gallon. We are asking for 30 shifts and the average shift is approximately 150 miles due to the project area being 50 miles away (100 round trip) and approximately 50 miles driven within the project area. The fuel reimbursement will be at	20.0000	100.000	DAY	2,000.00	2,000.00	0.00

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2025
Agency: Colusa County Sheriff's Office
Application: Law Enforcement

	Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
	100 percent grant funds and 0 percent matching funds. The OHV vehicles being used in this grant cycle will be our 2017 Dodge Ram 2500 (purchased with grant funds), our 2019 Polaris RZR (purchased with grant funds) and our 2025 Polaris Xpedition (purchased with grant funds).						
	2. Equipment Use Expenses-Operation and Maintenance Notes : Annual Service and preventative maintenance for our 2017 Dodge 2500 (purchased with grant funds) and our 2019 Polaris RZR (purchased with grant funds). Per the manual, under the periodic maintenance chart our 2019 Polaris RZR requires an oil change every 50 hours, general lubrication maintenance such as lubricating fittings, pivots, cables,	2.0000	700.000	EA	1,400.00	1,400.00	0.00

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2025
Agency: Colusa County Sheriff's Office
Application: Law Enforcement

	Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
	etc. area required every 50 hours as well. Thes are only a few of the general maintenance recommendations from the owner's manual, not to mention any repairs that our required throughout the year. Our Dodge 2500 requires an oil change every 4,000 miles. This is just some of the maintenance required by Dodge, not counting any general maintenance that comes up while patrolling during the OHV season.						
Total for Equipment Use Expenses					3,400.00	3,400.00	0.00
5	**Equipment Purchases**						
6	**Others**						
	1. Trailer Notes : We need a 18-foot car trailer with drive-over fenders to tow our new Polaris Xpedition side-by-side. The Sheriff's Office currently lacks a trailer wide enough for the new vehicle. Additionally, we require	1.0000	7000.000	EA	7,000.00	0.00	7,000.00

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2025
Agency: Colusa County Sheriff's Office
Application: Law Enforcement

	Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
	a trailer to store the side-by-side, as the Sheriff's Office is not secure from the public, and there is no fencing to protect it. The trailer would be purchased at 0% grant funds and 100% matching funds. Received a quote from a local vendor (Valdez Eazy Tow) for a 8' by 18' car hauler with drive over fenders for $7,000.00. We need at trailer wide enough to load our new Polaris Xpedition with tracks attached. This trailer can handle up to 7,000 pounds.						
	2. Outfit new side by side Notes : Outfit the new 2025 Polaris Xpedition side-by-side (purchased with OHV funds) with radio, lights and sirens. Our OHV Team will be using the new side by side inside the project area working OHV patrol. The side by side needs a radio so deputies can	1.0000	11000.000	EA	11,000.00	0.00	11,000.00

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ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2025
Agency: Colusa County Sheriff's Office
Application: Law Enforcement

	Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
	communicate with dispatch and with other deputies. The side by side needs lights and sirens to take law enforcement action within the project area. It is also important to have lights and sirens when responding to accidents and emergency situations within the project area. Outfitting the side by side will be purchased with 100 percent matching funds and 0 percent grant funds. I received a quote through Sutter Buttes (approved vendor) for Radio plus installation at $6,000.00 and $5,000.00 for lights and sirens including install. A total of $11,000.00.						
	3. Training Notes : Training for our OHV Team members. P.O.S.T. training for 11 members of our OHV team. The Colusa County Sheriff's Office would like to host a training at our facility.	11.0000	800.000	DAY	8,800.00	8,800.00	0.00

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2025
Agency: Colusa County Sheriff's Office
Application: Law Enforcement

	Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
	I've talked to State Park Peace Officers from the CA Department of Parks and Recreation. They will come and put on trainings at our department if we can get enough participation. The training funds would be overtime for our OHV Team to attend. This would cost on average 800 dollars per deputy. The training would be paid through 100 perfect grant funds and 0 percent matching funds.						
Total for Others					26,800.00	8,800.00	18,000.00
Total Program Expenses					68,840.00	34,443.00	34,397.00
TOTAL DIRECT EXPENSES					68,840.00	34,443.00	34,397.00
INDIRECT EXPENSES							
Indirect Costs							
1	**Indirect Costs**						
	1. Indirect Costs-Tires Notes : Tires for our 2017 Dodge Ram (purchased with OHV funds). Wear and tear from driving to and from the project area along with driving in rocky terrain in the project area. It's been two	1.0000	2000.000	EA	2,000.00	0.00	2,000.00

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ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2025
Agency: Colusa County Sheriff's Office
Application: Law Enforcement

	Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
	years since we last purchased tires and by the end of this grant cycle they will be required to be changed. The tire will be purchased at 0 percent grant funds and 100 percent matching funds.						
	2. Indirect Costs- Miscellaneous OHV material Notes : We are seeking to purchase various materials to help secure our side-by-sides (purchased with OHV funds) during transport. This includes tie-downs, straps, and equipment to anchor the straps to the trailer, ensuring the side-by-sides remain stable while towing them from the sheriff's office to the project area. Additionally, we need miscellaneous items such as tools for changing tires, windshield cleaner, cleaning supplies, and tools for general repairs on the side-by-sides.	1.0000	1000.000	EA	1,000.00	0.00	1,000.00
	3. Indirect Costs- supervisor hours /	10.0000	90.000	HRS	900.00	900.00	0.00

Docusign Envelope ID: 0F4C30F4-B407-4EF2-B11F-B69C1FFE58D9

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2025
Agency: Colusa County Sheriff's Office
Application: Law Enforcement

	Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
	payroll hours Notes : This request covers hours for payroll, logs, time sheets, reimbursement paperwork, and grant stats management. It also includes work on the UTV/OHV truck, installation of equipment onto the UTV or track, as well as creating spreadsheets or forms for payroll. The sergeant's rate for non-holiday weekends is approximately $90 per hour. We are requesting 100% of the funding through the grant and 0% as matching funds.						
	4. Indirect Costs-decals for new side by side Notes : We plan to purchase Colusa County Sheriff's Office decals for our new 2025 Polaris Xpedition, which was acquired using OHV funds and matching funds. These decals will serve to inform the public that the side-by-side is a law	1.0000	800.000	EA	800.00	0.00	800.00

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2025
Agency: Colusa County Sheriff's Office
Application: Law Enforcement

	Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
	enforcement vehicle authorized to take enforcement action within the project area. The decals will be purchased at 0 percent grant funds and 100 percent matching funds.						
Total for Indirect Costs					4,700.00	900.00	3,800.00
Total Indirect Costs					4,700.00	900.00	3,800.00
TOTAL INDIRECT EXPENSES					4,700.00	900.00	3,800.00
TOTAL EXPENDITURES					**73,540.00**	**35,343.00**	**38,197.00**

TOTAL PROJECT AWARD	**35,343.00**	

Docusign Envelope ID: 0F4C30F4-B407-4EF2-B11F-B69C1FFE58D9

Project Agreement General Provisions
(Nonfederal Applicants Only)

A. Definitions

1. The term “State” as used herein means the State of California, Department of Parks and Recreation.
2. The term “Act” as used herein means the Off-Highway Motor Vehicle Recreation Act of 2003 as amended.
3. The term “Project” as used herein means the Project described in Attachment 1 of this Agreement and in the Application.
4. The term “Application” as used herein means the individual Project Application and attachments required pursuant to the enabling legislation, regulations, and/or Grant program, which is incorporated into this Agreement by reference.
5. The term “Project Agreement” as used herein means the Application and the Project Agreement and its General Provisions.
6. The term “Grantee” as used herein means the party described as the Grantee on page 1 of the Project Agreement.

B. Project Execution

1. Subject to the appropriation and availability of Grant funds in the state budget, the State hereby awards to the Grantee the sum of money (Grant money) stated on page 1 of the Project Agreement in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the Project Description on Attachment 1 of the Project Agreement and the terms and conditions set forth in this Agreement.

   The Grantee assumes the obligation to furnish any additional funds that may be necessary to complete or carry out the Project as described. Any modification or alteration in the Project as set forth in the Application on file with the State must be submitted to the State for approval. The State’s obligation to make Grant payments is limited to the Project as provided for herein, or as modified with the approval of the State.

2. The Grantee agrees to complete the Project in accordance with the Project performance period set forth on page 1 of the Project Agreement, and under the terms and conditions of this agreement.

3. If the Project includes development, the development plans, specifications and estimates or Force Account Schedule shall be reviewed and approved by the State prior to the Grantee proceeding with the Project. Unless the development plans, specifications and estimates are approved by the State, the State shall have no obligation to make Grant payments for the work.

   The Grantee shall comply with all applicable current laws and regulations affecting Development Projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities. In addition, the Grantee shall complete the development work in accordance with the State-approved development plans, specifications, and estimates or Force Account Schedule.

4. The Grantee shall make property or facilities acquired and/or developed pursuant to this Agreement available for inspection upon request by the State to determine if development work is in accordance with the approved plans, specifications and estimates or Force Account Schedule, including a final inspection upon Project completion.

5. If the Project includes acquisition of real property, the cost of which is to be reimbursed with Grant moneys under this Agreement, the acquisition shall comply with Chapter 16 (commencing with Section 7260) of Division 7 of Title 1 of the Government Code and any

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other applicable federal, state, or local laws or ordinances. Documentation of such compliance will be made available for review by the State upon request. Eminent domain may not be used to acquire property using the Grant funds provided by this Agreement.

6. If the Project includes acquisition of real property, the purchase price shall be the fair market value of such property as established by an appraisal completed according to established current appraisal practices and methods as approved by both the Grantee and the State. The Grantee agrees to furnish the State with additional supportive appraisal material or justification as may be requested by the State to complete its review and approval of the fair market value.

   The Grantee agrees to furnish the State with preliminary title reports respecting such real property or such other evidence of title which is determined to be sufficient by the State. The Grantee agrees to correct prior to or at the close of escrow any defects of title which in the opinion of the State might interfere with the operation of the Project.

C. Project Costs

1. The Grant moneys to be provided to the Grantee under this Agreement shall be disbursed as follows, but not to exceed in any event one-hundred (100) percent of the allowable Project costs or the State Grant amount as set forth on page 1 of this Agreement, whichever is less:

2. If the Project includes acquisition of real property, the State shall disburse to the Grantee the Grant moneys as follows, but not to exceed in any event the State Grant amount set forth on page 1 of this Agreement.

   The State will disburse the amount of the State-approved purchase price together with State-approved costs of acquisition. Funds for acquisition shall only be released into an escrow account established for the acquisition.

D. Project Administration

1. The Grantee shall promptly submit such progress, performance or other reports concerning the status of work performed on the Project as the State may request. In any event, the Grantee shall provide the State a report showing total final Project expenditures including State and all other moneys expended within one hundred-twenty (120) days after completion of the Project.

2. The Grantee shall make property and facilities maintained, operated, acquired or developed pursuant to this Agreement available for inspection by the State upon request.

3. The Grantee may be provided advanced payments for Grants. The Grantee shall place such moneys in a separate interest-bearing account, if legally able to do so, setting up and identifying such account prior to the advance. Interest earned on Grant moneys shall be used on the Project or paid to the State. If Grant moneys are advanced and not expended, the unused portion of the Grant (plus interest) shall be returned to the State within one hundred-twenty (120) days of completion of the Project or end of the Project performance period, whichever is earlier.

   Income, after deduction for reasonable expenses associated with that income, that is earned by the Grantee from a State-approved non-recreational use on an acquisition Project, subsequent to taking title by the Grantee, but before use for OHV Recreation, must be used by the Grantee for recreational purposes at the Project.

4. The Grantee shall use any moneys advanced by the State under the terms of this agreement solely for the Project herein described.

5. The Grantee will provide and maintain a sign on the Project site that identifies the funding source (Off-Highway Vehicle Fund) and the administering agency (California State Department of Parks and Recreation).

6. Equipment must be used solely for OHV-related purposes unless the Applicant is funding the portion of the purchase price not dedicated to OHV purposes, and that portion is not part of the total project cost.

E. Project Termination

1. The Grantee may unilaterally rescind this Agreement at any time prior to the commencement of the Project. After Project commencement this Agreement may be rescinded, modified or amended by mutual agreement in writing.

2. Failure by the Grantee to comply with the terms of this Agreement or any other agreement under the Act may be cause for suspension of all obligations of the State hereunder and reimbursement to the State of any Grant moneys already provided to the Grantee. However, such failure shall not be cause for the suspension of all obligations of the State hereunder if, in the judgment of the State, such failure was due to no fault and beyond the control of the Grantee to prevent, mitigate or remedy.

3. Because the benefit to be derived by the State from the full compliance by the Grantee with the terms of this Agreement is the operation, development, preservation, protection and net increase in the quantity and quality of public outdoor recreation facilities available to the people of the State of California, and because such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State by way of Grant moneys under the terms of this Agreement, the Grantee agrees that payment by the Grantee to the State of an amount equal to the amount of the Grant moneys disbursed under this Agreement by the State would be inadequate compensation to the State for any breach by the Grantee of this Agreement.

4. The Grantee further agrees, therefore, that the appropriate remedy in the event of a breach by the Grantee of this Agreement shall be the specific performance of this Agreement, unless otherwise agreed to by the State. Notwithstanding the foregoing, in the event of a breach of this Agreement, or any portion thereof, which is due to no fault and beyond the control of the Grantee to prevent, mitigate, or remedy, the State's sole remedy shall be the reimbursement of any funds advanced or paid that pertain to the breached term or terms of this Agreement.

F. Hold Harmless

1. The Grantee hereby waives all claims and recourse against the State including the right to contribution of loss of damage to persons or property arising from, growing out of or in any way connected with or incident to this Agreement except claims arising from the concurrent or sole negligence of the State, its officers, agents and employees.

2. The Grantee shall protect, indemnify, hold harmless and defend the State, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the acquisition, development, construction, operation or maintenance of the property described as the Project which claims, demands or causes of action arise under Government C~~c~~ode Section 895.2 or otherwise except for liability arising out of, and attributable to, the concurrent or sole negligence of the State, its officers, or employees.

3. In the event the State is named as codefendant under the provisions of Government Code Section 895 et seq., the Grantee shall notify the State of such fact and shall represent the State in the legal action unless the State undertakes to represent itself as codefendant in such legal action in which event the State shall bear its own litigation costs, expenses, and attorney's fees.

4. In the event of judgment against the State and the Grantee because of the concurrent negligence of the State and the Grantee, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request, and each party hereby waives its right to, a jury apportionment.

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G. Financial Records

1. The Grantee shall retain for inspection all financial accounts, documents, and records for three (3) years from the expiration date of the Project Agreement, or three (3) years from the start of an audit engagement, whichever comes first, and until an audit started during the three (3) years is completed, a report published and any Audit findings are resolved and/or payment or other correction made with regard to any Audit findings contained in the final Audit report.

2. During regular office hours each party hereto and their duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the other party pertaining to this Agreement or matters related thereto.

H. Use of Facilities

1. The Grantee shall, without cost to the State, except as may be otherwise provided in this Agreement or any other Grant agreement, operate and maintain the property acquired or developed pursuant to this Agreement in the manner of and according to the Off-Highway Motor Vehicle Recreation Act and any related regulations, or any other applicable provisions of law.

2. Use of the facilities shall comply with all applicable laws, including, but not limited to, the requirements for registration of all day use-vehicles with the Department of Motor Vehicles or identified under the Chappie-Z'berg Off-Highway Motor Vehicle Law of 1993.

I. Nondiscrimination

1. The Grantee shall not discriminate against any person on the basis of sex, race, color, national origin, religion, ancestry, or physical handicap in the use of any property or facility acquired or developed pursuant to this Agreement.

2. The Grantee shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.

J. Application Incorporation

1. The Application and any subsequent change or addition approved by the State is hereby incorporated in this Agreement as though set forth in full in this Agreement.

K. Severability

1. If any provision of this Agreement or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable.

L. Governing Law

1. This Agreement shall be construed in accordance with and be governed by the laws of the State of California. Any legal action arising out of the terms of this Agreement shall take place in the county wherein the Project funded by this Agreement is located. If the Project is located in or among two or more counties, any legal action shall be taken in the county wherein the largest land area of the Project is located.

2. The Grantee shall comply with all Federal, State, and/or Local laws, regulations, ordinances and executive orders that are applicable during the performance period.

RESOLUTION NO. 25-011

A RESOLUTION OF THE COLUSA COUNTY BOARD OF SUPERVISORS AUTHORIZING THE SHERIFF TO RECEIVE GRANT FUNDING FROM THE OFF-HIGHWAY VEHICLE GRANT OR COOPERATIVE AGREEMENT PROGRAM AND TO ACCEPT ANY AWARDED FUNDS SUBJECT TO BOARD APPROVAL

WHEREAS, the California Public Resources Code section 5090.50 et seq. provides for the development and implementation of a grant and cooperative agreement program to support the planning, acquisition, development, maintenance, administration, operation, enforcement, restoration, and conservation of trails, trailheads, areas, and other facilities associated with the use of off-highway motor vehicles, and programs involving off-highway motor vehicle safety or education (Grant);

WHEREAS, the Off-Highway Motor Vehicle Division within the California Department of Parks and Recreation is delegated with the responsibility to administer the program which provides the grants;

WHEREAS, the California Public Resources Code section 5090.50(b)(3) and the California State Parks Off-Highway Motor Vehicle Recreation Division Grants and Cooperative Agreements Program Regulations, regulation 4970-12(a), provides funding to local law enforcement agencies for protection of life and property, related to Off-Highway Motor Vehicle Recreation and motorized access to non-motorized recreation; and

WHEREAS, the California State Parks Off-Highway Motor Vehicle Recreation Division Grants and Cooperative Agreements Program Regulations regulation 4970.05.1(l) requires that all city, county and District Applicants shall submit a governing body resolution providing approval to receive Grant funding from the OHV Trust Fund.

NOW, THEREFORE, BE IT RESOLVED, that the Colusa County Sheriff, on behalf of the County, is authorized to apply to the California Department of Parks and Recreation Off Highway Motor Vehicle Recreation Division for grant funds for continued law enforcement services associated with the use of off-highway motor vehicles, and programs involving off highway motor vehicle safety and education.

BE IT FURTHER RESOLVED, the Sheriff is authorized to negotiate, execute and submit all documents needed to complete the grant fund application process on behalf of the County.

BE IT FURTHER RESOLVED, the Sheriff is authorized to accept any awarded grant funds, subject to Board approval, which shall only be used in accordance with the grant and the law.

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PASSED AND ADOPTED this 8th day of April, 2025 by the following vote:

AYES: Supervisors Janice A. Bell, J.Merced Corona, Randy Wilson, Kent S. Boes and Daurice K. Smith.

NOES: None.

ABSENT: None.

Daurice Smith, Board Chair

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

Patricia Rodriguez, Deputy Clerk

APPROVED AS TO FORM:

Richard Stout, County Counsel

I certify this copy to be a true and correct copy of the original record on file in this office.

Attest: Wendy G. Tyler
Clerk of the Board of Supervisors, in and for the County of Colusa, State of California.

By: _____
Deputy

Colusa County

Agenda Request Form

Item ID#: 2025-142 **Agenda Date:** 12/16/2025 **Item 11**

SHERIFF/CORONER

Approve second modification with **Trinity Services Group, Inc.** for inmate food services at the Colusa County Jail, effective January 1, 2026.

Detailed Description/Background of Request
The Colusa County Sheriff's Office is requesting approval of a second modification with Trinity Services Group, Inc. for the provision of inmate food services at the Colusa County Jail located at 929 Bridge Street, Colusa. This modification would extend the current agreement for an additional year, from January 1, 2026, through December 31, 2026.

The extension will allow continued food service operations while the Sheriff's Office prepares and issues a new Request for Bids (RFB) in 2026. The new solicitation will align with the opening of the County's new detention facility and ensure that future services reflect updated operational and facility needs.

Prior Board Action
C18-202, original contract
C24-221, first modification

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
St. Louis, MO, 63132

Attachments:

1. 2nd Mod_C18-202_Trinity Services Group Inc.
2. C24-221 1st Mod. Trinity Services Group, Inc
3. C18-202 Trinity Services Group, Inc

Second Modification of the Food Services Agreement

This Second 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.

On December 17, 2024, the parties executed the first modification, C24-221, to extend the term and update Contractor contact information.

The parties now want to modify the Contract to extend the term to December 31, 2026.

Modification

The parties agree to modify the Contract effective January 1, 2026, as follows:

1. Section 6.1, Commencement and Termination is modified by extending the termination date to December 31, 2026.

COUNTY OF COLUSA

_____Date:_____
Daurice K. Smith, Chair

APPROVED AS TO FORM

_____
Richard Stout, County Counsel

TRINITY SERVICES GROUP, INC.

_____Date: 11/21/2025
Signature

James M. Perry, Senior Vice President
Printed Name and Title

ATTEST: Josh Pack, Clerk to the Board of Supervisors

_____
Clerk

C24-221

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 Terminiation 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

Gary J. Evans, Chair — Date: 12/17/24

APPROVED AS TO FORM

Richard Stout, County Counsel

TRINITY SERVICES GROUP, INC.

Signature — Date: 1/10/25

Tim Perry Sr. Vice President
Printed Name and Title

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

Patricia Rodriguez, Deputy Clerk

C18-202

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 15Jail 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

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.

C18-202

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: Gary J. Evans

Printed Name: Gary J. Evans

Title: Board Chair

Date: 12/11/18

Trinity Services Group, Inc.

By: David M. Miller

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

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.

C18-202

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

Trinity Services Group, Inc.

C18-202
12/11/18
Sheriff

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	

477 Commerce Blvd, Oldsmar, FL 34677 - p: 813-854-4264 - f: 813-855-2330
www.TrinityServicesGroup.com

Databases, Tables & Calculators by Subject

SHARE ON:

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: 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: 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	

HIREVets.gov HIRE Vets Medallion Program — Recognizing employers who HIRE veterans

U.S. Bureau of Labor Statistics | Postal Square Building, 2 Massachusetts Avenue, NE Washington, DC 20212-0001
www.bls.gov | Telephone: 1-202-691-5200 | TDD: 1-800-877-8339 | Contact Us

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 CPI 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

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.

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.

CB-202

CPI #1

TRINITY SERVICES GROUP, INC.

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

FROM	TO	PRICE
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

477 Commerce Blvd, Oldsmar, FL 34677 – p: 813-854-4264 – f: 813-855-2330
www.TrinityServicesGroup.com

U.S. BUREAU OF LABOR STATISTICS

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

U.S. BUREAU OF LABOR STATISTICS

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	

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.

CPI #4

C18-202

TRINITY SERVICES GROUP, INC.

County of Colusa
Attn: Joe Garofalo, Sheriff -Coroner
929 Bridge Street
Colusa, CA 95932

December 9, 2022

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 January 1, 2023.

As you are aware, 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 8.5%. Based on this change, meal prices will be adjusted in accordance with the attached On-Site and Off-Site pricing structures effective January 1, 2023.

Please sign and return the confirmation copy of this letter to confirm the 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,

Ted Handby
District Manager
Phone: (360)584-8592

Agreed:

~~Joe Garofalo, Sheriff-Coroner~~
Wendy G. Tyler, CAO
Date: 1/10/2023

TRINITY SERVICES
GROUP, INC.

Inmate Population Sliding Scale
For On-Site Prepared Meals
Effective January 1, 2023

Inmate Population From - To	Price Per Meal
5-14	$37.827
15-24	$13.470
25-34	$8.599
35-44	$6.511
45-54	$5.352
55-64	$4.615
65-74	$4.102
75-84	$3.728
85-94	$3.441
95-104	$3.230
105-114	$3.059
115-124	$2.918
125-134	$2.795
135-144	$2.694
145-154	$2.607
155-164	$2.531
165-174	$2.465
175-184	$2.407
185-over	$2.354
Off Site prep	$3.661

477 Commerce Blvd, Oldsmar, FL 34677 – p: 813-854-4264 – f: 813-855-2330
www.TrinityServicesGroup.com

TRINITY SERVICES GROUP, INC.

County of Colusa
Attn: Joe Garofalo, Sheriff -Coroner
929 Bridge Street
Colusa, CA 95932

December 9, 2022

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 January 1, 2023.

As you are aware, 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 8.5%. Based on this change, meal prices will be adjusted in accordance with the attached On-Site and Off-Site pricing structures effective January 1, 2023.

Please sign and return the confirmation copy of this letter to confirm the 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,

Ted Handby
District Manager
Phone: (360)584-8592

Agreed:

~~Joe Garofalo, Sheriff-Coroner~~
Wendy G. Tyler, CAO
Date: 1/10/2023



TRINITY SERVICES
GROUP, INC.

Inmate Population Sliding Scale
For On-Site Prepared Meals
Effective January 1, 2023

Inmate Population From - To	Price Per Meal
5-14	$37.827
15-24	$13.470
25-34	$8.599
35-44	$6.511
45-54	$5.352
55-64	$4.615
65-74	$4.102
75-84	$3.728
85-94	$3.441
95-104	$3.230
105-114	$3.059
115-124	$2.918
125-134	$2.795
135-144	$2.694
145-154	$2.607
155-164	$2.531
165-174	$2.465
175-184	$2.407
185-over	$2.354
Off Site prep	$3.661

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www.TrinityServicesGroup.com

CB-202

TRINITY SERVICES GROUP, INC.

County of Colusa
Attn: Joe Garofalo, Sheriff -Coroner
929 Bridge Street
Colusa, CA 95932

Jan 25,2022

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, 2022.

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. Trinity is requesting an adjust this year to cover Wage compression and hyperinflation. Over the past 6 months, we are requesting a 5.1 % price increase per the BLS CPI. Wage compression is also a concern for Trinity Colusa's staff this year. We have been above the California minimum for the past couple of years. In order to retain quality staff and be competitive in attracting staff if needed we will need to start staff at $16.00 per hour. Now with California State minimum wage is going to $15.00 and salaried minimum is going up over $4,000, Trinity would experience an additional $7,417.60 in wages and taxes. Based on 2021 annual meal counts for Colusa (63,442) this will represent .116 per meal.

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

Mark Horneffer
District Manager
Phone: (520) 904-4048

Agreed:

Wendy G. Tyler

Wendy G. Tyler, County Administrative Officer

Joe Garofalo, Sheriff Coroner

Date: 3/25/2022

C18-202

TRINITY SERVICES GROUP, INC

Inmate Population Sliding Scale For On-Site Prepared Meals Effective January 1, 2022

FROM -TO PRICE

# of meals	Current	CPI @ 5.1%	Add'l labor costs per meal	Total cost
5-14	33.062	1.686	0.116	34.864
15-24	11.702	0.597	0.116	12.415
25-34	7.43	0.379	0.116	7.925
35-44	5.599	0.286	0.116	6.001
45-54	4.583	0.234	0.116	4.933
55-64	3.936	0.201	0.116	4.253
65-74	3.487	0.178	0.116	3.781
75-84	3.159	0.161	0.116	3.436
85-94	2.907	0.148	0.116	3.171
95-104	2.722	0.139	0.116	2.977
105-114	2.572	0.131	0.116	2.819
115-124	2.448	0.125	0.116	2.689
125-134	2.341	0.119	0.116	2.576
135-144	2.252	0.115	0.116	2.483
145-154	2.176	0.111	0.116	2.403
155-164	2.109	0.108	0.116	2.333
165-174	2.051	0.105	0.116	2.272
175-184	2	0.102	0.116	2.218
185-over	1.954	0.100	0.116	2.170
Off-site prep	3.1	0.158	0.116	3.374

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www.TrinityServicesGroup.com

CB-202

CPI #2

TRINITY SERVICES GROUP, INC.

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

FROM	TO	PRICE
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

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www.TrinityServicesGroup.com

CPI for All Urban

Series Title	Food away from home in U.S. city average, all urban consumers, not seasonally adjusted
Series ID	CUUR0000SEFV
Seasonality	Not Seasonally Adjusted
Survey Name	CPI for All Urban Consumers (CPI-U)
Measure Data Type	Food away from home
Area	U.S. city average
Item	Food away from home

Year	Period	Label	Observation Value	12-Month % Change
2021	M01	2021 Jan	300 382	3.9
2021	M02	2021 Feb	300 540	3 7
2021	M03	2021 Mar	300.897	3 7
2021	M04	2021 Apr	301 819	3 8
2021	M05	2021 May	303 481	4.0
2021	M06	2021 Jun	305.634	4.2
2021	M07	2021 Jul	308 023	4 6
2021	M08	2021 Aug	309 336	4 7
2021	M09	2021 Sep	310 996	4 7
2021	M10	2021 Oct	313.592	5 3
2021	M11	2021 Nov	315.481	5 8
2021	M12	2021 Dec	317 372	6.0
2022	M01	2022 Jan	319 471	6.4
2022	M02	2022 Feb	320 880	6.8
2022	M03	2022 Mar	321 689	6 9
2022	M04	2022 Apr	323.559	7 2
2022	M05	2022 May	325 952	7 4
2022	M06	2022 Jun	329 033	7.7
2022	M07	2022 Jul	331.342	7.6
2022	M08	2022 Aug	334 212	8.0
2022	M09	2022 Sep	337 369	8 5
2022	M10	2022 Oct	340.532	8.6
2022	M11	2022 Nov	342 266	8.5

Source: Bureau of Labor Statistics

Generated on: January 10, 2023 (01:02:19 PM)

CPI for All Urban Consumers (CPI-U)
Original Data Value

Series Id: CUUR0000SEFV,CUUS0000SEFV
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
Years: 2012 to 2022

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	HALF1	HALF2
2012	235 268	235 603	236 073	236 695	237 262	237 839	238 337	239 057	239 565	239.742	240 038	240 359	236 457	239 516
2013	240 713	240 930	241 409	242 236	242 642	243 016	243 409	243 811	244 036	244 350	244 970	245.300	241 824	244 313
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	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	297 893	298 253	299 369	290 784	297 105
2021	300 382	300 540	300 897	301 819	303 481	305 634	308 023	309.336	310 996	313 592	315 481	317 372	302 126	312.467
2022	319 471	320 880	321 689	323 559	325 952	329 033	331 342	334 212	337 369	340 532	342 266		323 431	

Colusa County

Agenda Request Form

Item ID#: 2025-104 **Agenda Date:** 12/16/2025 **Item 12**

PUBLIC WORKS DEPARTMENT

Approve Purchase Order 61010142025 for $74,220.45 with Crafco Inc. for Public Works and allow the Purchasing Agent to sign Purchase Order.

Detailed Description/Background of Request
The Department of Public Works requests the purchase of a Crafco Supershot 125 melter. This equipment will allow Public Works to do small repairs to local roads and parking lots. Previously, Public Works would need to schedule and borrow a machine to do these repairs from the City of Colusa. This equipment will allow Public Works to do repairs more efficiently and in a timely manner.

This purchase is being made using a Sourcewell cooperative purchasing contract. Sourcewell facilitates cooperative procurement on behalf of other public entities, including cities, counties, school districts, higher education institutions, and nonprofit organizations across the United States and Canada.

Through its cooperative purchasing program, Sourcewell conducts publicly solicited and competitively awarded contracts for a wide range of products and services. These solicitations are performed in full compliance with public purchasing regulations, ensuring transparency, fairness, and best-value outcomes. The aggregated purchasing power of thousands of participating agencies results in highly competitive pricing.

Prior Board Action
None

Fiscal Impact/Funding Source
Budgeted: Public Works 007-57199-610-0; $74,220.45

Action for the Clerk
Please have the Purchasing Agent sign the Purchasing Order and return to Rick Luigard in Purchasing.

Attachments:

1. 61010142025_Crafco Melter

Colusa County Purchasing & Procurement
547 Market Street, Suite 110
Colusa, California 95932
Phone: 530-458-0437
Fax: 530-458-0435

Purchase Order No.
61010142025

PURCHASE ORDER

VENDOR	Crafco
NAME	Brian Eklund
ADDRESS	6165 W. Detroit St
	Chandler, AZ. 85226
PHONE	1800-528-8242
EMAIL	brian.eklund@crafco.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 Public Works**
Contact	**Chris Rogers**
Address	**5714 E St. Williams, CA. 95987**
PHONE	**530.473.5301** **FAX**

P.O. DATE	REQUISITIONER		SHIP VIA	TERMS
11/20/2025	Rick Luigard			30 Days

QTY	UNITS	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL
1	each	43600-SRC	SuperShot 125 Diesel	$63,450.00	$63,450.00
1	each	20014-SRC	3" Pintle hitch	$126.40	$126.40
1	each	20120-SRC	18" Hitch Extension	$524.00	$524.00
1	each	24095KCL1-SRC	Strobe Light Kit, Class 1/T13	$348.00	$348.00
1	each	24190K-SRC	Overnight heater 110V W/US Plug	$352.00	$352.00
1	each	26058-SRC	10# Fire Extinguisher (must order 26059 to mount)	$236.00	$236.00
1	each	26059-SRC	Fire Extinguisher mount	$84.00	$84.00
2	each	26119-SRC	3/8" Safety Hook W/latch(2 required)	$58.00	$116.00
1	each	43416-SRC	Gravity Feed Kit	$284.00	$284.00
1	each	43549-SRC	Spare Tire Kit (single Axle)	$548.00	$548.00
1	each	45599-SRC	Engine Cover/Tier 2-Insulated	$1,700.00	$1,700.00

SUBTOTAL	$67,768.40
DELIVERY	$1,200.00
CA Sales Tax .0775%	$5,252.05
CA TIRE FEE	
TOTAL	$74,220.45

BASED ON ATTACHED QUOTE #
BBBQ75516
Sourcewell Contract # 050625-CFC

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:

Rick Luigard
Colusa County Purchasing & Procurement
547 Market St. Ste. 110
Colusa, CA 95932
530.458.0437

Authorized by Date

CRAFCO® INC
AN ERGON COMPANY

SOURCEWELL CONTRACT #050625-CFC

BBBQ75516-01

6165 W. Detroit St.
Chandler, AZ 85226
(602) 276-0406 (800) 528-8242
FAX: (480) 940-0313

Date Quoted 10/14/2025
Expiration Date 11/13/2025

Quote To:	Account Code: 920576	**Ship To:**	Account Code: 2035967
COLUSA COUNTY CA PW ROADS DEPT **CHRIS ROGERS** 1215 MARKET ST COLUSA, CA 95932 US		COLUSA COUNTY 5714 E STREET WILLIAMS, CA 95987 US	

Phone: 530-458-0466
Fax: 530-458-2035
Email: crogers@countyofcolusa.org

BERT NORMAN
530-682-2740 rnorman@countyofcolusa.org

Project Title:

Start Date:
Effective Dates: 8/14/2025 TO 11/13/2025
Terms: NET 30
F.O.B.: PPD- ADD FREIGHT

Ship Via: Truck/Common Carrier
Sales Group: SRC- SOURCEWELL
Quoted By: Brian Eklund
Sales Office: 360A- Brian Eklund

Estimated Time to Ship After Receipt of Order:

Customer:	**COLUSA COUNTY CA PW ROADS DEPT**	Quote Number	BBBQ75516-01
Project Title:		Date	10-14-25

SALES TAX EXEMPT CERTIFICATE MUST BE PROVIDED AT THE TIME OF ORDER OR SALES TAX WILL BE ADDED TO YOUR ORDER

Part #	Description	Unit	Qty.	Contract Price	Ext. Price
43600-SRC	SUPERSHOT 125 DIESEL	EA	1	$63,450.0000	$63,450.0000
20014-SRC	3" PINTLE HITCH	EA	1	$126.4000	$126.4000
20120-SRC	18" HITCH EXTENSION	EA	1	$524.0000	$524.0000
24095KCL1-SRC	STROBE LIGHT KIT, CLASS 1/T13	EA	1	$348.0000	$348.0000
24190K-SRC	OVERNIGHT HEATER 110V W/ US PLUG	EA	1	$352.0000	$352.0000
26058-SRC	10# FIRE EXTINGUISHER (MUST ORDER 26059 TO MOUNT)	EA	1	$236.0000	$236.0000
26059-SRC	FIRE EXTINGUISHER BRACKET	EA	1	$84.0000	$84.0000
26119-SRC	3/8" SAFETY HOOK W/ LATCH (2 REQUIRED)	EA	2	$58.0000	$116.0000
43416-SRC	GRAVITY FEED KIT	EA	1	$284.0000	$284.0000
43549-SRC	SPARE TIRE KIT (SINGLE AXLE)	EA	1	$548.0000	$548.0000
45599-SRC	ENGINE COVER/TIER 2-INSULATED	EA	1	$1,700.0000	$1,700.0000

Sales Tax	$5,252.05
Shipping	$1,200.00
Contract Total	$74,220.4500

COMMENTS:

FOB Delivered
2 Year Warranty and training included upon delivery

Customer:	**COLUSA COUNTY CA PW ROADS DEPT**	Quote Number	BBBQ75516-01
Project Title:		Date	10-14-25

SALES TAX EXEMPT CERTIFICATE MUST BE PROVIDED AT THE TIME OF ORDER OR SALES TAX WILL BE ADDED TO YOUR ORDER

Part #	Description	Unit	Qty.	Contract Price	Ext. Price

For questions contact Brian Eklund at 916-207-3163 or Brian.Eklund@crafco.com

NOTE:

WARNING:

Products on this quote may be labeled in accordance with California Proposition 65.

For Terms and Conditions of purchases go to: https://crafco.com/Terms-of-Sale.pdf https://crafco.com/Terms.pdf
Quantities may be limited at Crafco's discretion.
Pricing and availability are subject to change without notice.
Pricing does not include applicable taxes. Tax exemption forms must be on file prior to invoicing. Unpaid sales tax will be reported to State and Local tax authorities. Extension is net after terms.

FOB DEFINITIONS:
PPA- Delivered; freight included.
PPD- Delivered; freight separate.

Pavement Preservation Products Restocking Policy
RETURN POLICY
Crafco will only accept the return of products that have been authorized in writing in advance, and proof of purchase is required. Not all purchases are returnable. This is a Return Policy for non-warranty claims. Refer to the product data sheet for information about warranty and claims for warranty reimbursement.

All returns are subject to restocking fees.
All products returned must be in the original packaging and be in good and salable condition.
Crafco reserves the right to charge repackaging fees in addition to restocking fees.
The customer is responsible for all shipping costs of returned products.
Request information on the acceptability for returns for any specific product when ordering.

Nonreturnable Products
Not all products are returnable. Products that have a shelf life or are considered made to order, or special order may not be returned. No used parts may be returned and any part or product that is non-standard or obsolete is not returnable.

Product	Return Status
Athletic Surfacing Products, Cure & Commercial Liquids, Equipment, Geocomposites, Paint, Sealcoat, and Silicone	Non-Returnable

Restocking Fees
All returnable products have a restocking fee if returned.

Product	Restocking Fee
Parts	15% of part purchase price
All Other Products	25% of product purchase price

How to Return an Item

1. To obtain authorization contact your customer service representative.
2. A written authorization will be faxed or emailed to you.
3. A copy of the Return Authorization must accompany the material being returned.

Colusa County

Agenda Request Form

Item ID#: 2025-105 **Agenda Date:** 12/16/2025 **Item 13**

PUBLIC WORKS DEPARTMENT

Approve Purchase Order 61010142025A for $34,684.52 with Volvo Construction Equipment & Services Sacramento for a Bobcat Standard Towable Air Compressor and allow the Purchasing Agent to sign the Purchase Order.

Detailed Description/Background of Request
The Department of Public Works requests the purchase of a Bobcat Standard Towable Air Compressor. This compressor will fill an equipment shortage left by an older machine that is not repairable and is no longer CARB-compliant. The compressor is used for many projects, including bridge repair to reset nails on the County's wood-planked bridges, as well as to clear debris from gaps in the asphalt before filling with new asphalt.

This purchase is being made using a Sourcewell cooperative purchasing contract. Sourcewell facilitates cooperative procurement on behalf of other public entities, including cities, counties, school districts, higher education institutions, and nonprofit organizations across the United States and Canada.

Through its cooperative purchasing program, Sourcewell conducts publicly solicited and competitively awarded contracts for a wide range of products and services. These solicitations are performed in full compliance with public purchasing regulations, ensuring transparency, fairness, and best-value outcomes. The aggregated purchasing power of thousands of participating agencies results in highly competitive pricing.

Prior Board Action
None

Fiscal Impact/Funding Source
Budgeted: Public Works 007-57199-610-0; $34,684.52

Action for the Clerk
Please have the Purchasing Agent sign the Purchase Order and return to Rick Luigard in Purchasing.

Attachments:

1. 61010142025A_Volvo Compressor

Colusa County Purchasing & Procurement
547 Market Street, Suite 110
Colusa, California 95932
Phone: 530-458-0437
Fax: 530-458-0435

Purchase Order No.
61010142025A

PURCHASE ORDER

VENDOR	VCES Sacramento
NAME	Scott Nadell
ADDRESS	8594 Fruitridge rd
	Sacramento, CA. 95826
PHONE	916-388-2244
EMAIL	scott.nadell@vcesvolvo.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 Public Works**
Contact	**Chris Rogers**
Address	**5714 E St. Williams, CA. 95987**
PHONE	**530.473.5301** **FAX**

P.O. DATE	REQUISITIONER		SHIP VIA	TERMS
11/20/2025	Rick Luigard			30 Days

QTY	UNITS	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL
1	each	EQ0019110	Bobcat "standard" Towable Air Compressor	$26,315.00	$26,315.00
1	each		Dealer installed Hose Reel w/50' Hose	$3,003.53	$3,003.53
1	each		Pre-Delivery Inspection Charge	$995.00	$995.00

SUBTOTAL	$30,313.53
DELIVERY	$2,200.00
CA Sales Tax .0825%	$2,170.99
CA TIRE FEE	
TOTAL	$34,684.52

BASED ON ATTACHED QUOTE #
Sourcewell Contract # 020923-CEC

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:

Rick Luigard
Colusa County Purchasing & Procurement
547 Market St. Ste. 110
Colusa, CA 95932
530.458.0437

Authorized by Date

Volvo Construction Equipment & Services

VOLVO

Volvo Construction Equipment & Services

VCES Sacramento
8594 Fruitridge Rd
Sacramento, CA 95826
Ph: (916) 388-2244
Fx: (916) 388-9944

Proposal/Retail Order
08/21/25

Sales Rep: Scott Nadell (Mobile: 619-778-6039)

Invoice to:	County of Colusa
Contact:	Chris Rogers
Address:	5714 E Street
	Williams, CA 95987
Phone:	530.693.1899
Fax/Email:	crogers@countyofcolusaca.gov

Ship to:	County of Colusa
Contact:	Chris Rogers
Address:	5714 E Street
	Williams, CA 95987
Phone:	530.693.1899
Fax/Email:	crogers@countyofcolusaca.gov

FOB Point of Origin - Ship Via: Customer Delivery Address [ ] PREPAID [X] COLLECT

TERMS: [ ] Net due on receipt [X] Net due 30 days [ ] Installment plan [ ] Financing (see below)

Unit ID	Year	Make	Model	Serial No.	Hrs	Description	Total Price
EQ0019110	2024	Bobcat	PA185VWDO	515749	2	"Standard" Towable Air Compressor	$ 26,315.00
						- See attached specifications	$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
						Dealer installed Hose Reel w/ 50' Hose	$ 3,003.53
							$ -
						Factory and/or Delivery Freight	$ 2,200.00
						Pre-Delivery Inspection Charge (PDI)	$ 995.00

Warranty: Standard 12 Months 3000 Hours Expires: 1YR

Standard warranty covers the full machine, bumper to bumper

Standard Full Machine Warranty is for 1yr and runs concurrently with extended warranty.

Preventative Maintenance Contract: [ ] ACCEPTED [ ] DECLINED

Finance Details: Cash Sale

Equipment Total:	$ 26,315.00
Trade-in Credit:	$ -
Downpayment/Credit:	$ -
Net Price:	$ 26,315.00
Non-Taxable Items:	$ 6,198.53
Doc Fees:	$ -
Subtotal:	$ 32,513.53
Sales Tax %	8.250%
Sales Tax $	$ 2,170.99
Total Price:	**$ 34,684.52**

Notes:

CONTRACT NUMBER: 020923-CEC
MEMBER NUMBER: 118020
SOURCEWELL 36% OFF LIST CUSTOMER PRICE $41,117.00 - 36% = $26,315.00 + PDI, freight and Tax

Notes:

Machine subject to prior sale
Hours are estimated
Tax exemption req. re-sellers permit
Quote valid for 30 days

When operated in California, any off-road diesel vehicle may be subject to the California Air Resources Board In-Use Off-Road Diesel Vehicle Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants. For more information, please visit the California Air Resources Board website at: http://www.arb.ca.gov/msprog/ordiesel/ordiesel.htm.

THIS DOCUMENT IS A CONTRACT INCLUDING IMPORTANT TERMS AND CONDITIONS. I HAVE REVIEWED AND ACCEPT ALL TERMS AND CONDITIONS, INCLUDING WITHOUT LIMITATION, THOSE ON THE 2ND PAGE OF THIS CONTRACT. I HAVE READ THIS CONTRACT AND AUTHORIZE THE ENTRY OF THE ABOVE ORDER SUBJECT TO THE TERMS AND CONDITIONS HEREIN.

Customer PO No. 0

Customer Signature:

Title:

Date:

VCES Signature: *Scott Nadell*

Title: Government Sales

Date: 08/21/25

THIS ORDER NOT ACCEPTED OR BINDING UNTIL APPROVED BY AN OFFICER OF VOLVO CONSTRUCTION EQUIPMENT & SERVICES

Colusa County

Agenda Request Form

Item ID#: 2025-106 **Agenda Date:** 12/16/2025 **Item 14**

PUBLIC WORKS DEPARTMENT

Approve Purchase Order 61010142025B for $116,948.38 with Vogel Traffic Services, Inc dbs EZ Liner for Public Works and allow Purchasing Agent to sign the Purchase Order.

Detailed Description/Background of Request
The Department of Public Works requests the purchase of an EZ Liner Windrunner line paint sprayer. This paint sprayer will fill an equipment shortage left by a machine that was disposed of several years ago and never replaced. Previously, line painting has been subcontracted and this has shown not to be fiscally responsible. This paint sprayer will allow the Roads/Paint Department to paint required lines on roadways, moving this process in-house.

This purchase is being made using a Sourcewell cooperative purchasing contract. Sourcewell facilitates cooperative procurement on behalf of other public entities, including cities, counties, school districts, higher education institutions, and nonprofit organizations across the United States and Canada.

Through its cooperative purchasing program, Sourcewell conducts publicly solicited and competitively awarded contracts for a wide range of products and services. These solicitations are performed in full compliance with public purchasing regulations, ensuring transparency, fairness, and best-value outcomes. The aggregated purchasing power of thousands of participating agencies results in highly competitive pricing.

Prior Board Action
None

Fiscal Impact/Funding Source
Budgeted: Public Works 007-57199-610-0; $116,948.38

Action for the Clerk
Please have the Purchasing Agent sign the Purchase Order and return to Rick Luigard in Purchasing.

Attachments:

1. 61010142025B_EZliner

Colusa County Purchasing & Procurement
547 Market Street, Suite 110
Colusa, California 95932
Phone: 530-458-0437
Fax: 530-458-0435

Purchase Order No.
61010142025B

PURCHASE ORDER

VENDOR	Vogel Traffic Services, Inc dba EZ Line
NAME	Mike Patterson
ADDRESS	335 Orchard Lane
	Bilings, MT. 59101
PHONE	800-373-4016
EMAIL	

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 Public Works**
Contact	**Chris Rogers**
Address	**5714 E St. Williams, CA. 95987**
PHONE	**530.473.5301** **FAX**

P.O. DATE	REQUISITIONER		SHIP VIA	TERMS
11/20/2025	Rick Luigard			30 Days

QTY	UNITS	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL
1	each		Ezliner Windrunner	$95,548.20	$95,548.20
1	each		Training	$7,500.00	$7,500.00
1	each		Non-contract tariff adjustment	$2,660.00	$2,660.00

BASED ON ATTACHED QUOTE #
Sourcewell Contract # 050625-EZL

SUBTOTAL	$105,708.20
DELIVERY	$3,138.00
CA Sales Tax .0825%	$8,102.18
TOTAL	$116,948.38

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:

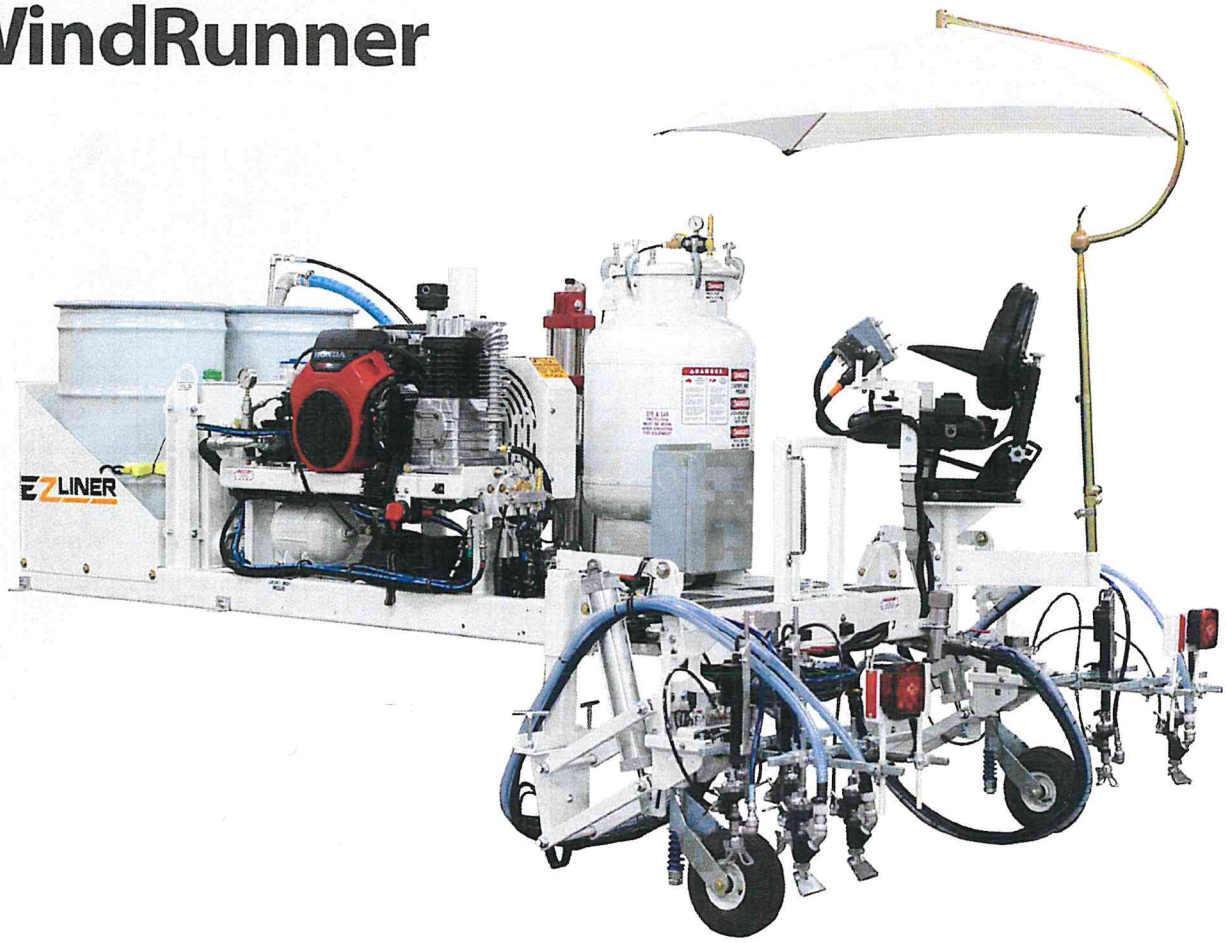
Rick Luigard
Colusa County Purchasing & Procurement
547 Market St. Ste. 110
Colusa, CA 95932
530.458.0437

Authorized by Date

EZLINER

#1

WindRunner



BENEFITS

- Redesigned with enhanced productivity, ergonomic, and safety features
- Compact and versatile high capacity striper
- Maximizing investment by converting a flatbed or pickup into a profitable striper

VALULINER

The ValuLiner series offers quality equipment with all the necessary features at an exceptional value.

SCAN FOR ADDITIONAL INFORMATION

EZLINER | EZ Liner | 1920 Albany Place SE, Orange City, IA 51041 | (800) 373-4016 | ezlinerarrow.com

WindRunner

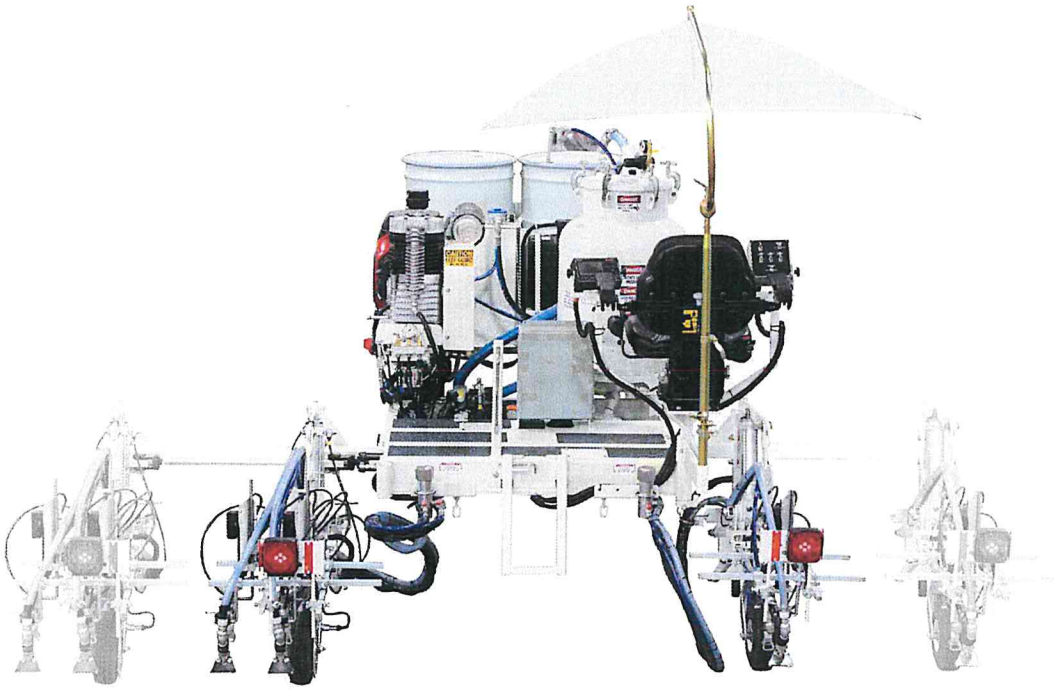
by EZLINER

SPECIFICATIONS

- Three gun airless striper, paint, and bead capability, 2 lines on left and 1 on right
- 110-gallon paint capacity
- Palletized skid mount steel frame
- Drum storage pockets for (2) 55-gallon drums, also available with (2) 60-gallon stainless steel paint tanks
- Dual carriage (with pneumatic lift)
- Hydraulic outriggers to apply separate line on either side of the vehicle
- Mesh screen in the neck of the bead tank
- Self-contained power pack 23 hp Honda GX690, 30 cfm compressor and 17 gpm hydraulic pump, pressure compensated hydraulic system
- 12-gallon hydraulic tank with strainer on suction side, filter on return side and magnet at bottom of tank
- Fuel tank assembly, 7 gallons, CARB compliant
- Air dryer assembly with LaMan dryer
- 500 lb ASME certified pressurized bead tank
- 8.6 gpm hydraulic powered paint pump
- Two stage filtration of paint, high pressure and low pressure
- Convenient precision controls
- MST-14 Skipline Controller
- Swivel seat with seat belt and armrests
- Umbrella to protect operator from sun
- Single operator option available

Sourcewell
Formerly NJPA
Awarded Contract

canoe
procurement group of canada



EZ Liner. Proven, Reliable, Cost-Effective.

EZ Liner's equipment, specifications, and components are all subject to change without notice.

REV 01/25

EZLINER | EZ Liner and Arrow Striping Equipment are affiliates of Vogel Traffic Services

October 20, 2025

County of Colusa, California
Attn: Chris Rogers
547 Market Street
Colusa, CA 95932

Sourcewell #:118020

Re: Sourcewell proposal for PSALC0110 under contract 050625-EZL

Mr. Chris Rogers:

EZ Liner is pleased to provide a quote for a dual carriage Windrunner unit.

The unit provided will be a standard WR1-A100-00 unit. Two days of training and delivery will be quoted along with the unit as well as an optional guidance laser. Please review the flyer following this quote for capabilities and features of EZ Liner's Windrunner.

The estimated availability of the completed unit shall be 160 days after receipt of order. EZ Liner production slots are issued based on receipt date of this executed agreement per the terms and conditions of this proposal.

All prices quoted are valid for 30 days from the date of this proposal. All sales are FOB Orange City, Iowa unless shipping is quoted separately. Payment terms are 30% down to execute the order and remainder due before taking possession or shipping of the completed unit(s).

If during the performance of this agreement the cost of materials increases due to tariffs, surcharges, or other charges assessed by a supplier through no fault of EZ Liner – Arrow, the price quoted in this agreement may be adjusted. This adjustment will be listed separately on the invoice as a "Non-Contract Tariff Adjustment".

Any applicable federal, state, and local taxes, duties, fees, licenses, and other government charges in connection with this agreement are not included in pricing and are the responsibility of the customer.

Your signature below will signify that you have read this entire proposal and agree to its price, the equipment as listed and its terms and conditions. Please complete the Customer Approval section below if you wish to accept this quote and place an order. Then send back to your sales representative this signed acknowledgment.

Please let us know how we can be of service to you in your procurement process and if we can answer any questions by contacting Mike Petersen at the contact information below. Feature literature has been attached below this letter with further details on the palletized striper build.

Mike Petersen
Western Territory Sales Manager
mikepetersen@ezlinerarrow.com

Published Pricing				
Item #	**Description**	**Qty**	**$/EA**	**List Price**
WR1-A100-00	PV-Windrunner, stock layout	1	$102,740	$102,740
	Subtotal			$102,740
	7% discount			-$7,192
	Net amount published pricing			$95,548
Sourced Goods				
Item #	**Description**	**Qty**	**$/EA**	**List Price**
SG #1	2 days of training on site, Colusa, CA	1	$7,500	$7,500
	Total for Sourced Goods			$7,500
	Non-contract tariff adjustment			$2,660
	Grand Total, FOB Orange City IA			$105,708
Estimated Shipping	Delivery from Orange City IA to Colusa, CA	1	$3,138	$3,138
	Grand Total, Delivered			$108,846
Optional	Add price to total above if purchased			
Item #	**Description**	**Qty**	**$/EA**	**List Price**
120-A336-00	Guidance laser kit	1	$4,053	$4,053

Respectfully submitted,

Vogel Traffic Services, Inc. dba EZ Liner

Signature Rob Krommendyk 10/20/2025
Rob Krommendyk
Design & Bid Project Manager II

CUSTOMER APPROVAL:

County of Colusa, CA

Signature _____ Date _____

Printed Name _____ Title _____

Sourcewell

EZ-Liner - Arrow

Pavement marking vehicles and removal equipment solutions

#050625-EZL

Maturity Date: 7/7/2029

Website: ezlinerarrow.com/buying-options

Products & Services

Products & Services

Sourcewell contract 050625-EZL gives access to the following types of goods and services:

- Paint striping trucks
- Mid-size paint machinery
- Walk-behind paint machines
- RPM applicator trucks, manual and automated
- Robotic legend marking trucks
- Traffic coatings
- Grinding and grooving equipment
- Line removal equipment
- Thermoplastic marking trucks
- Plural component marking trucks
- Water blasting systems
- Automated layout and striping systems

Additional information can be found on the vendor-provided, nongovernment websites at:

ezliner.com/sourcewell

SCOPE: 1. Roadway Maintenance Equipment; b. mastic and adhesive melters & d. Pavement marking application equipment		
EZ LINER MODEL ValuLiner Standard units		
TRUCK MOUNTED STRIPERS		
	INCLUDES CHASSIS & EQUIPMENT BODY	
Item	**Description**	**List Price**
300-A300-00	TV-AL120 Cascade	$ 259,600.00
181-A300-00	TV-AL230 Arapahoe	$ 399,300.00
510-A300-00	TV-AL500 Teton	$ 478,600.00
587-A200-00	TV-RP600 Manual RPM application truck	$ 313,900.00
068-A300-00	Automated RPM applicator truck	$ 394,800.00
	PALLETIZED PAINT STRIPER ONLY, DOES NOT INCLUDE CHASSIS	
WR1-A100-00	PV-WindRunner	$ 102,740.00
VL1-A100-00	PV-TrailRunner	$ 90,670.00
SU00042-A100-00	PV-Palletized Stencil unit	$ 70,890.00
Installation/Repair Service of Road Maintenance Equipment labor rate Not To Exceed		$ 200.00/HR
F.O.B. FACTORY. TRAINING AND DELIVERY PRICED SEPARATELY.		
A 7% DISCOUNT ON BASE UNIT, OPTIONS, AND LABOR RATE LISTED ON THIS		
PRICING PAGE IS AVAILABLE TO SOURCEWELL MEMBERS.		
EFFECTIVE DATE: 06/01/25		

Colusa County

Agenda Request Form

Item ID#: 2025-165 **Agenda Date:** 12/16/2025 **Item 15**

PUBLIC WORKS DEPARTMENT

Ratify Contract Change Order No. 1 for Contract C25-069 with **All American Construction** and Accept Notice of Completion for road reconstruction on College City Road, Project Number 3000178-2025, and authorize the Director of Public Works to sign and record same.

Detailed Description/Background of Request
On May 6, 2025, the Board of Supervisors awarded Contract C25-069 for the College City Road Reconstruction Project to All American Construction. The project consisted of full-depth reclamation roadway reconstruction along College City Road from Grieve Road to 12th Street. Construction activities commenced shortly thereafter in accordance with the approved plans and specifications. Staff requests that the Board of Supervisors ratify Contract Change Order (CCO) No. 1 and accept the Notice of Completion for the College City Road Reconstruction Project.

The Colusa County Department of Public Works respectfully requests that the Board of Supervisors ratify CCO No.1 for Contract C25-069 in the total amount of $17,968.90, representing an 8.6 percent increase over the original contract amount. The additional cost is the result of a necessary adjustment to the quantity of Hot Mix Asphalt (HMA) and an increase in the scope of traffic striping and markings required to complete the project to acceptable standards and in accordance with applicable specifications. These changes were determined to be essential to ensure the safety, durability, and intended performance of the completed improvements. Ratification of this change order will authorize final payment and allow the project to move toward closeout.

Public Works Department staff monitored the contractor's performance throughout the construction period and performed the required inspections to ensure compliance with project requirements. All contracted work has now been completed, and final inspection was conducted on November 5, 2025, confirming that the project has been constructed in substantial conformance with the plans, specifications, and applicable standards.

In order to formally close out the construction contract, a Notice of Completion (NOC) must be filed and recorded with the Colusa County Recorder's Office pursuant to State law. Recording the NOC initiates the statutory period for release of retention and finalizes the County's acceptance of the project.

Staff requests the Board of Supervisors ratify CCO No. 1, accept the NOC, and authorize the Public Works Director to sign and record the NOC with the County

Recorder's office.

Prior Board Action
Approval of Contract C25-069 at the May 6, 2025 meeting.

Fiscal Impact/Funding Source
The contract amount was for $2,087,159.70 and the total final costs were $2,123,042.45. SB-1 funds were used to fund this project.

Action for the Clerk
Please notify the Public Works Director, Colt Esenwein, that the NOC has been approved and is ready to be filed with the Clerk Recorder's office.

Attachments:
1. Notice of Completion
2. Colege City CCO #1 Full Signatures

RECORDING REQUESTED BY:

County of Colusa

WHEN RECORDED MAIL TO:

County of Colusa
1215 Market Street
Colusa, CA 95932

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned is an owner or agent of an owner of the interest or estate stated below.

2. The full name of the owner is the County of Colusa.

3. The full address of the owner is 546 Jay Street, Colusa, CA 95932.

4. The nature of the interest or estate is: Owner

5. The full name and address of the owner who holds title or interest with the above named property are: County of Colusa

6. A work of improvement on the property herein described was completed on, **November 5, 2025.**

7. The name of the contractor performing the work of improvement is **All American Construction, Inc.**

8. The street address of said property is on **Reconstruction on College City Road.**

9. The property on which said work of improvement was completed is in the County of Colusa, State of California and is described as follows:

Road Reconstruction College City Road from Grieve Road to 12th Street

(SEE EXHIBIT A FOR SPECIFIC LOCATION)

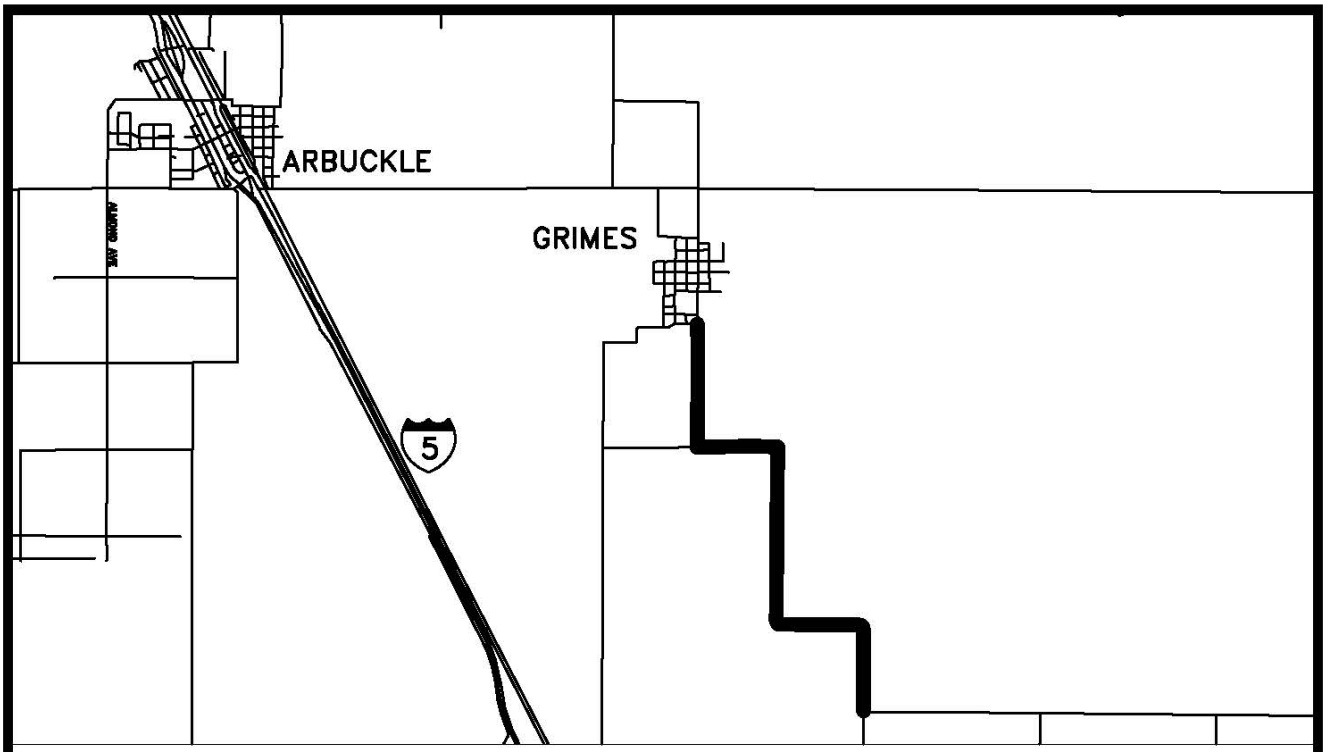
_____ _____
Date **D. Colt Esenwein, Director**

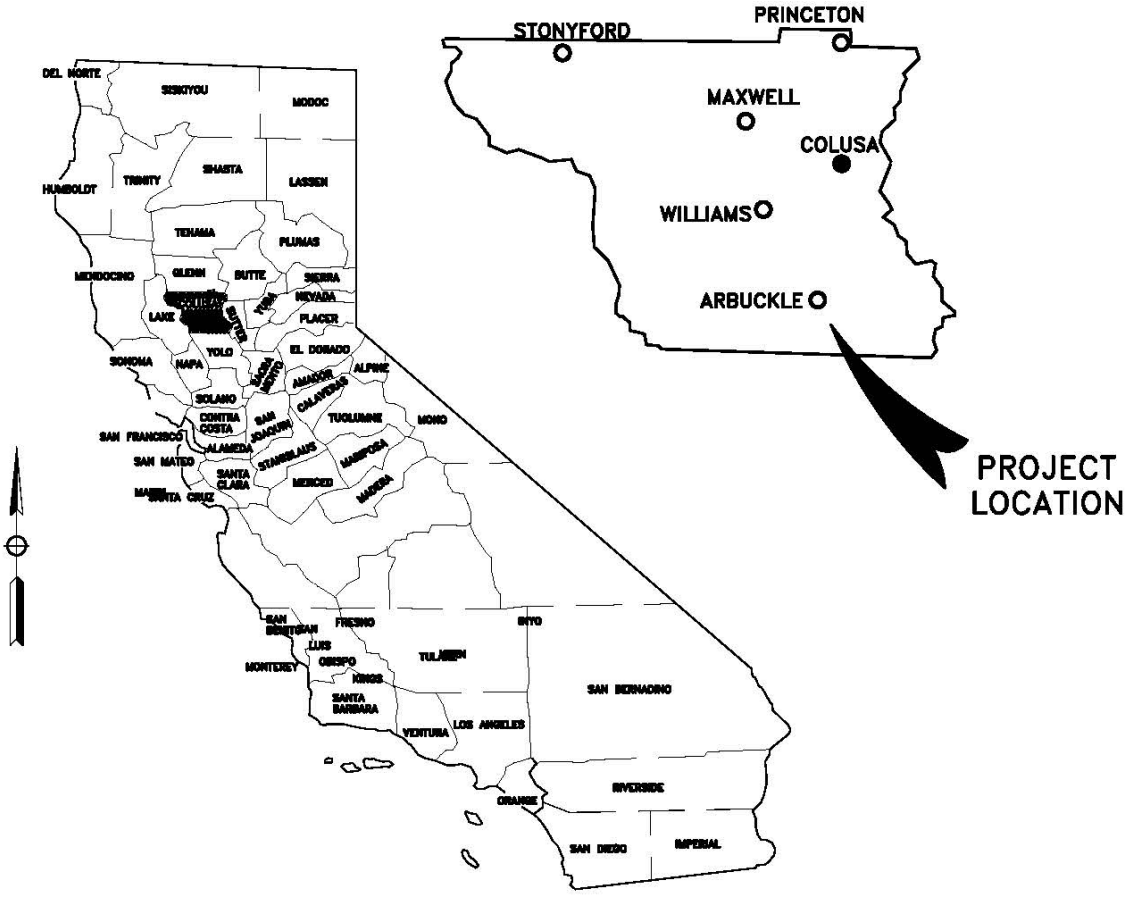
STATE OF CALIFORNIA }
County of Colusa }

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

COUNTY OF COLUSA:

_____ _____
Date **D. Colt Esenwein, Director**





COUNTY OF COLUSA — DEPARTMENT OF PUBLIC WORKS

LOCATION MAP 2025 ROAD RECONSTRUCTION COLUSA COUNTY	COLLEGE CITY ROAD	
	SCALE = NONE	NOVEMBER 5, 2025

COLUSA COUNTY

CONTRACT CHANGE ORDER

CEM-4900 (REV 05/2001) CT# 7541-3501-0

Sheet 1 of 1

Change Requested by: ☒ engineer ☐ contractor

CCO NUMBER	SUPPL. NUMBER	CONTRACT NUMBER	ROAD
1		3000178-2025	College City Road

TO All American Construction *contractor*

You are directed to make the following changes from the plans and specifications or do the following described work not included in the plans and specifications for this contract. ***NOTE: This change order is not effective until approved by the engineer.***

This change order is necessary to cover expenses resulting from a minor correction to the limits on the project as well as a numerical error on the original engineer's estimate of quantities for striping.

Add:

ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
HMA 4"	TON	10.54	$105.00	$1,106.70
Pavement Marking- White (S)	SF	34	$45.00	$1,530.00
Traffic Marking Detail 6 (S)	LF	1865	$1.25	$2,331.25
Traffic Marking Detail 19 (S)	LF	3428	$2.75	$9,427.00
Traffic Marking Detail 22 (S)	LF	841	$4.00	$3,364.00
Traffic Marking Detail 27 B&C (S)	LF	221	$0.95	$209.95
			TOTAL	$17,968.90

Estimated Cost: ☐ Decrease ☒ Increase $ $17,968.90

By reason of this order the time of completion will be adjusted as follows: No Additional Work Days

SUBMITTED BY

SIGNATURE	(PRINT NAME & TITLE)	DATE
Horacio Lopez	Horacio Lopez	11/19/25

APPROVAL RECOMMENDED BY

SIGNATURE	(PRINT NAME & TITLE)	DATE
Scott Lanphier	Scott Lanphier	11/19/25

ENGINEER APPROVAL BY

SIGNATURE	(PRINT NAME & TITLE)	DATE
Scott Lanphier	Scott Lanphier	11/19/25

We the undersigned contractor, have given careful consideration to the change proposed and agree, if this proposal is approved, that we will provide all equipment, furnish the materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefor the prices shown above. **NOTE: If you, the contractor, do not sign acceptance of this order, your attention is directed to the requirements of the specification as to proceeding with the ordered work and filing a written protest within the time therein specified.**

CONTRACTOR ACCEPTANCE BY

SIGNATURE	(PRINT NAME & TITLE)	DATE
	DEREK STOKES – VP	12/3/25

CCDPW •June 2007

Colusa County

Agenda Request Form

Item ID#: 2025-168 **Agenda Date:** 12/16/2025 **Item 16**

PUBLIC WORKS DEPARTMENT

Approve Task Order No. 1 with **Brandley Engineering**, Inc for consulting services related to general on-call engineering for miscellaneous work anticipated for the Colusa County Airport.

Detailed Description/Background of Request

The Board of Supervisors approved a contract with Brandley Engineering, Inc. in a not-to-exceed amount of $100,000, with all work to be performed under individual Task Order Agreements. Task Order No. 1 is for Airport Consulting Services related to Airport Improvement Projects. This Task Order provides general on-call engineering services for miscellaneous work anticipated at the Colusa County Airport.

Services anticipated under this Task Order include the following:

- General Engineering & Consulting Services
- Preparation of the annual Airport Capital Improvement Plan (ACIP)
- Preparation of Applications for Federal Assistance for funding of specific projects
- Preparation of Categorical Exclusions (Cat Ex) and other environmental documents for specific projects
- 7460 Airspace Studies for specific projects
- Pen and Ink Airport Layout Plan updates for specific projects
- Engineering review of private improvements at the Colusa County Airport
- Special project consultation as needed by the County.

Prior Board Action
C25-145 and C25-198

Fiscal Impact/Funding Source
Budgeted: 041-53180-000-0 and IB-011 (also on 12/16/2025 agenda)
Not to exceed $30,000

Action for the Clerk
Please number agreement, obtain signatures and forward to:

Brandley Engineering, Inc.

6125 King Road, Suite 201
Loomis, Ca, 95650

Attachments:

1. Task Order No. 1 - Oct 2025
2. C25-198 1st Modification Brandley Engineering
3. C25-145 Brandley Engineering, Inc

COUNTY OF COLUSA

TASK ORDER NO. 1
TO
PROFESSIONAL SERVICES CONTRACT

GENERAL ON-CALL AIRPORT ENGINEERING CONSULTING SERVICES

THIS Task Order No. 1 is made and entered into by and between the COUNTY OF COLUSA, a municipal corporation (hereinafter "COUNTY"), Brandley Engineering, Inc., a S Corporation (hereinafter "CONSULTANT").

RECITALS

A. CONSULTANT's services are needed for General On-Call Engineering Consulting for miscellaneous tasks anticipated for the Colusa County Airport.

B. COUNTY and CONSULTANT, after negotiation, have reached an agreement for the performance of services in accordance with the terms set forth in this Task Order No. 1.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. INCORPORATION OF PROFESSIONAL SERVICES CONTRACT, C25-145, dated September 1, 2025. This Task Order hereby incorporates by reference all terms and conditions set forth in the Professional Services Contract for this project, unless specifically modified by this Task Order.

2. SCOPE OF SERVICES. CONSULTANT shall perform the services described in "Exhibit A" attached hereto and incorporated herein by reference.

3. TIME OF PERFORMANCE. CONSULTANT shall commence performance and shall complete all required services throughout the duration of this Task Order.

4. COMPENSATION. For services performed by CONSULTANT in accordance with this Task Order, COUNTY shall pay CONSULTANT, a not to exceed amount of $30,000 at the hourly rates set forth in Attachment B of the Professional Services Contract.

5. SIGNATURES. The individuals executing this Task Order represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Task Order on behalf of the respective legal entities of the CONSULTANT and the COUNTY. This Task Order shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

6. ATTACHMENTS. All attachments referred to are incorporated and made part of this Task Order. Attachments include:

   "Exhibit A" – Scope of Work

IN WITNESS WHEREOF the parties do hereby agree to the full performance of the terms set forth herein.

COUNTY OF COLUSA

_____Date:____
_
Daurice K. Smith, Chair

APPROVED AS TO FORM

_____
Richard Stout, County Counsel

BRANDLEY ENGINEERING, INC.

_____Date:_____
Signature

_____
_
Printed Name and Title

ATTEST: Joshua Pack, Clerk of the Board of Supervisors

By
_____
Patricia Rodriguez, Deputy

EXHIBIT A

TASK ORDER NO. 1
TO
PROFESSIONAL SERVICES CONTRACT C25-145

GENEREAL ON-CALL AIRPORT ENGINEERING CONSULTING SERVICES
COLUSA COUNTY AIRPORT

SCOPE OF WORK

The engineering services included in Task Order No. 1 consist of general on-call engineering for miscellaneous work anticipated for the Colusa County Airport.

The types of services anticipated are:

- General Engineering & Consulting Services
- Preparation of annual Airport Capital Improvement Plan (ACIP)
- Preparation of Applications for Federal Assistance for funding of specific projects
- Preparation of Categorical Exclusions (Cat Ex) and other environmental documents for specific projects
- 7460 Airspace Studies for specific projects
- Pen and Ink Airport Layout Plan updates for specific projects
- Engineering review of private improvements at the Colusa County Airport
- Special project consultation as needed by County.

First Modification Professional Services Contract

This First Modification of the Professional Services contract ("Contract") is between County of Colusa ("County"), a political subdivision of the State of California, and Brandley Engineering, Inc. ("Contractor") a California Corporation.

Background

On August 27, 2025, the parties executed Contract C25-145 for the Contractor to provide County with Airport Engineering/Architectural and Planning/Environmental Services associated with Airport Development Projects.

The parties now want to modify the Contract to add Attachment "C."

Modification

The parties agree to modify the Contract effective September 1, 2025, as follows:

1. Section 21, Attachments is modified by adding Attachment "C"- Contract Provisions for Obligated Sponsors and Airport Improvement Program Projects.

COUNTY OF COLUSA

Daurice K. Smith Date: 10/7/25
Daurice K. Smith, Chair

APPROVED AS TO FORM

Richard Stout, County Counsel

ATTEST: Marcos Kropf, Interim Clerk to the Board of Supervisors

Patricia R
Patricia Rodriguez, Deputy Clerk

BRANDLEY ENGINEERING, INC.

Melissa S. Brandley Date: 10-13-25
Signature

Melissa Brandley CFO, Secretary
Printed Name and Title

ATTACHMENT C - CONTRACT PROVISIONS FOR OBLIGATED SPONSORS AND AIRPORT IMPROVEMENT PROGRAM PROJECTS

C1. ACCESS TO RECORDS AND REPORTS

2 CFR § 200.334

2 CFR § 200.337

FAA Order 5100.38

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are

C2. BREACH OF CONTRACT TERMS

2 CFR Part 200, Appendix II(A)

Any violation or breach of terms of this contract on the part of the *Consultant* or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide *Consultant* written notice that describes the nature of the breach and corrective actions the *Consultant* must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the *Consultant* must correct the breach. Owner may proceed with termination of the contract if the *Consultant* fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

C3. CIVIL RIGHTS - GENERAL

49 USC § 47123

GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

C4. CIVIL RIGHTS – TITLE VI ASSURANCE

49 USC § 47123

FAA Order 1400.11

Title VI Solicitation Notice:

The County of Colusa, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

Compliance with Nondiscrimination Requirements:

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

    a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or

    b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

C5. CLEAN AIR AND WATER POLLUTION CONTROL

2 CFR Part 200, Appendix II(G)

42 USC § 7401, et seq

33 USC § 1251, et seq

CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceed $150,000.

C6. CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

2 CFR Part 200, Appendix II(E)

2 CFR § 5.5(b)

40 USC § 3702

40 USC § 3704

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of $29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subcontractors.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

C7. DEBARMENT AND SUSPENSION

2 CFR Part 180 (Subpart B)

2 CFR Part 200, Appendix II(H)

2 CFR Part 1200

DOT Order 4200.5

Executive Orders 12549 and 12689

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds $25,000 as a "covered transaction", must confirm each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally-assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: http://www.sam.gov.
2. Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

C8. DISADVANTAGED BUSINESS ENTERPRISE

49 CFR Part 26

Contract Assurance (49 CFR § 26.13)

The Contractor, subrecipient 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 49 CFR part 26 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, which may include, but is not limited to:

1) Withholding monthly progress payments;

2) Assessing sanctions;

3) Liquidated damages; and/or

4) Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (49 CFR § 26.29)

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 7 days from the receipt of each payment the prime contractor receives from County of Colusa. The prime contractor agrees further to return retainage payments to each subcontractor within 7 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the County of Colusa. This clause applies to both DBE and non-DBE subcontractors.

Termination of DBE Subcontracts (49 CFR § 26.53(f))

The prime contractor must not terminate a DBE subcontractor (or an approved substitute DBE firm) without prior written consent of County of Colusa. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent County of Colusa. Unless County of Colusa consent is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

County of Colusa may provide such written consent only if County of Colusa agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR §26.53.

Before transmitting to County of Colusa its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to County of Colusa, of its intent to request to terminate and/or substitute, and the reason for the request.

The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise County of Colusa and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why County of Colusa should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), County of Colusa may provide a response period shorter than five days.

In addition to post-award terminations, the provisions of this section apply to preaward deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

C9. DISTRACTED DRIVING

Executive Order 13513

DOT Order 3902.10

TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding $10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

C10. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

2 CFR § 200, Appendix II(K)

2 CFR § 200.216

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

C11. EQUAL EMPLOYMENT OPPORTUNITY (EEO)

2 CFR Part 200, Appendix II(C)

41 CFR § 60-1.4

41 CFR § 60-4.3

Executive Order 11246

EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading,

demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: *Provided,* however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction,

the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

C12. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

29 USC § 201, et seq

2 CFR § 200.430

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The *Consultant* has full responsibility to monitor compliance to the referenced statute or regulation. The *Consultant* must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

C13. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

31 USC § 1352 – Byrd Anti-Lobbying Amendment

2 CFR Part 200, Appendix II(I)

49 CFR Part 20, Appendix A

CERTIFICATION REGARDING LOBBYING

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

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

(2) If any funds other than 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, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

C14. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

29 CFR Part 1910

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

C15. TAX DELINQUENCY AND FELONY CONVICTIONS

Section 8113 of the Consolidated Appropriations Act, 2022 (Public Law 117-103) and similar provisions in subsequent appropriations acts.

DOT Order 4200.6 – Appropriations Act Requirements for Procurement and Non-Procurement Regarding Tax Delinquency and Felony Convictions

CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

1) The applicant represents that it is ( ) is not ( ) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2) The applicant represents that it is ( ) is not ( ) a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the Sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA

Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

C16. TERMINATION OF CONTRACT

2 CFR Part 200, Appendix II(B)

FAA Advisory Circular 150/5370-10, Section 80-09

TERMINATION FOR CONVENIENCE (PROFESSIONAL SERVICES)

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

TERMINATION FOR CAUSE (PROFESSIONAL SERVICES)

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a) **Termination by Owner**: The Owner may terminate this Agreement for cause in whole or in part, for the failure of the Consultant to:
   1. Perform the services within the time specified in this contract or by Owner approved extension;

2. Make adequate progress so as to endanger satisfactory performance of the Project; or
3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

b) **Termination by Consultant**: The Consultant may terminate this Agreement for cause in whole or in part, if the Owner:
   1. Defaults on its obligations under this Agreement;
   2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
   3. Suspends the project for more than [180] days due to reasons beyond the control of the Consultant.

   Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

   In the event of termination due to Owner breach, the Consultant is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

C17. TRADE RESTRICTION CERTIFICATION

49 USC § 50104

49 CFR Part 30

TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);

2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the

list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

C18. VETERAN'S PREFERENCE

49 USC § 47112(c)

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

C19. DOMESTIC PREFERENCES FOR PROCUREMENTS

2 CFR § 200.322

2 CFR Part 200, Appendix II(L)

CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

C25-145

PROFESSIONAL SERVICES CONTRACT

This Professional Services Contract ("Contract") is between the County of Colusa ("County"), a political subdivision of the State of California and Brandley Engineering, Inc. ("Contractor"), a California corporation.

1. **Services to be Performed:** Contractor agrees at its own expense to furnish all equipment, labor and materials necessary to provide County with Airport Engineering/Architectural and Planning/Environmental Services associated with Airport Development Projects for the Colusa County Airport, as more specifically detailed in Attachment "A." All documents submitted in response to the Request for Qualifications are incorporated into the terms and conditions of this contract.

2. **Term:** This Contract shall begin on September 1, 2025 and shall continue until all requested services are completed, but no later than August 31, 2030.

3. **Compensation:** Work will be performed at Contractor Standard Rates as provided for in Attachment "B" not to exceed $100,000 per fiscal year. These standard rates will be subject to renegotiation on an annual basis. Compensation will be paid in accordance with paragraph 4, Method of Payment.

   A. County will execute individual Task Order agreements with Contractor to provide Airport Consulting Services for any project related to Colusa County Airport.

   B. Each fiscal year, a task order will be issued to cover general engineering services by the Consultant to the County, including conferences, preparation of project applications, Airport Capital Improvement Program, Environmental Studies and other required services.

   C. Individual task orders will be negotiated to cover special technical studies, design and construction management of airport development projects.

   D. For each task order, the County will provide a brief scope of work to the Consultant. Based upon the County's requirements Consultant shall provide detailed scope of work to be performed and cost of services for each task order for County's review and written approval.

   E. Only County approved task orders are subject to payment by the County.

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

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

represents actual expenses for the services performed under this Contract.

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

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

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

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

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

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

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

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

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

Contract; provided, however, the work or services to be provided by Contractor shall be provided in a manner consistent with reaching County's objectives in entering this Contract.

8. **Indemnity and Liability:** Each party shall indemnify, defend, and hold the other party and its directors, officers, employees, and agents harmless against any claims arising out of, pertaining to, or relating to the willful misconduct, negligent acts, omissions, or violations of law by the party. Per Civil Code Section 2782.8, in no event shall the cost to defend charged to the design professional exceed the design professional's proportionate percentage of fault. In the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the design professional shall meet and confer with the other parties regarding unpaid defense costs.

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 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.

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

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

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

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

If to County:	Director of Airport Operations 1215 Market St. Colusa, Ca, 95932
If to Contractor:	Brandley Engineering, Inc. 6125 King Road, Suite 201 Loomis, Ca, 95650

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

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

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

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

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

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

    A. Immediately for cause if either party 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.

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

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

    A. Attachment "A" – Scope of Work
    B. Attachment "B" – Standard Schedule of Hourly Rates

COUNTY OF COLUSA

Daurice K. Smith Date: 8/27/25

Daurice K. Smith, Chair

BRANDLEY ENGINEERING, INC.

Melissa S. Brandley Date: 9-3-25

Signature

Melissa Brandley CFO, Secretary

Printed Name and Title

APPROVED AS TO FORM

Richard Stout, County Counsel

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

By Patricia R

Patricia Rodriguez, Deputy

C25-145

Attachment A
Scope of Work

Contractor will provide on-call services in the following two categories:

1. Engineering/Architectural Services

- Runway, taxiway, apron and pavement design and rehabilitation
- Airfield lighting, signage, and electrical systems
- Terminal building and hangar design
- Utility infrastructure and site improvements
- Construction administration, inspection, and bid support

2. Planning/Environmental Services

- Airport Master Plan updates
- Airport Layout Plan (ALP) and eALP development
- Environmental documentation (CEQA, NEPA)
- Wildlife Hazard Assessments and Management Plans
- Land use compatibility studies and community outreach

Services will support airport projects funded through the FAA's Airport Improvement Program (AIP), California Department of Transportation Division of Aeronautics, and the Colusa County Airport Enterprise Fund. The 2025 thru 2035 AIP is on the following page.

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Attachment B
Standard Schedule of Hourly Rates

Personnel

Principal Engineer	$300.00/Hour
Senior Engineer	$190.00/Hour
Junior Engineer	$130.00/Hour
Senior Drafter	$120.00/Hour
Junior Drafter	$100.00/Hour
Laboratory Technician	$90.00/Hour
Laboratory Apprentice	$50.00/Hour
Project Administrator	$100.00/Hour
Clerical	$85.00/Hour
Resident Engineer	$200.00/Hour*
Senior Inspector	$180.00/Hour*
Apprentice	$95.00/Hour*

Travel and Equipment Rental

Per Diem	$230.00/Day**
Vehicle Rental	$50.00/Day + $0.70/Mile***

Outside Consultants

Services by Outside Consultant	Cost + 10%

* Resident Engineer, Senior Inspector, and Apprentice rates subject to change based on future increases to published DIR Prevailing Wage Rate
** Subject to change based on U.S. General Services Administration (GSA) Per Diem Rates plus taxes
*** Subject to change based on IRS standard rate for mileage

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/10/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
AssuredPartners Design Professionals Insurance Services, LLC
3697 Mt. Diablo Blvd Suite 230
Lafayette CA 94549

License# 6003745

CONTACT NAME: Chris Romano
PHONE (A/C, No. Ext): 714-427-3489 FAX (A/C, No):
E-MAIL ADDRESS: CertsDesignPro@AssuredPartners.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A	Travelers Property Casualty Company of America	25674
INSURER B	Travelers Casualty and Surety Co of America	31194
INSURER C	Hartford Accident and Indemnity Company	22357
INSURER D		
INSURER E		
INSURER F		

INSURED
Brandley Engineering, Inc.
6125 King Road, Suite 201
Loomis CA 95650

REINWBR-01

COVERAGES **CERTIFICATE NUMBER:** 1335282977 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y	Y	6806P979947	3/13/2025	3/13/2026	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	X Contractual Liab						MED EXP (Any one person)	$ 10,000
	Included						PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE	$ 4,000,000
	POLICY [X] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER							$
C	AUTOMOBILE LIABILITY	Y	Y	57UEGBF2403	3/13/2025	3/13/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR	Y	Y	CUP6P985930	3/13/2025	3/13/2026	EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 2,000,000
	DED X RETENTION $ 0							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N / A	Y	UBB023761A	3/13/2025	3/13/2026	X PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)						E L EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E L DISEASE - EA EMPLOYEE	$ 1,000,000
							E L DISEASE - POLICY LIMIT	$ 1,000,000
B	Professional Liability			105415961	3/13/2025	3/13/2026	Per Claim Aggregate Limit	$2,000,000 $4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The following policies are included in the underlying schedule of insurance for umbrella/excess liability General Liability/Auto Liability/Employers Liability/Employee Benefits Liability.
RE Contract #C20-049. Project. Colusa County Airport County of Colusa is named as an additional insured as respects general liability and auto liability as required per written contract. General Liability is Primary/Non-Contributory per policy form wording 30 Day Notice of Cancellation applies

CERTIFICATE HOLDER

County of Colusa
Atten: Melissa Kitts
547 Market Street, Suite 102
Colusa CA 95932

CANCELLATION 30 Day Notice of Cancellation

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
M Chris Romano

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply

1 BROAD FORM INSURED

Paragraph 1 - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add the following

d Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include

(1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance

(2) Any organization that is acquired or formed by you and over which you maintain majority ownership However, the Named Insured does not include any newly formed or acquired organization

(a) That is a partnership or joint venture,

(b) That is an "insured" under any other policy,

(c) That has exhausted its Limit of Insurance under any other policy, or

(d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization

e. Employees as Insureds

(1) Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs

f Lessors as Insureds

(1) The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if

(a) The agreement requires you to provide direct primary insurance for the lessor and

(b) The "auto" is leased without a driver

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire

g Additional Insured if Required by Contract

(1) When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a or b of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto "

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs

(a) During the policy period, and

(b) Subsequent to the execution of such written contract, and

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(c) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of

(a) The limits of insurance specified in the written contract or written agreement, or

(b) The Limits of Insurance shown in the Declarations

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2 - DUTIES IN THE EVENT OF ACCIDENT, CLAIM , SUIT OR LOSS – OF SECTION IV – BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured

2 Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in A 1 g - Additional Insured If Required by Contract, the following provisions apply

(1) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5 d

(2) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance

Paragraphs **(1)** and **(2)** do not apply to other insurance to which the additional insured has been added as an additional insured

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit" If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance, and

(2) The total of all deductible and self-insured amounts under all that other insurance

We will share the remaining loss, if any, by the method described in SECTION IV- Business Auto Conditions, B General Conditions, Other Insurance 5 d

3. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire

The SECTION IV- Business Auto Conditions, B General Conditions, 5 OTHER INSURANCE Condition is amended by adding the following

e If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance

4 AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5 - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees"

Coverage is excess over any other collectible insurance

5 HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit

The most we will pay for "loss" to any hired "auto" is

(1) $100,000,

(2) The actual cash value of the damaged or stolen property at the time of the "loss", or

(3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage No deductible applies to "loss" caused by fire or lightning Hired Auto Physical Damage coverage is excess over any other collectible insurance Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of $1000 per "accident"

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households

6 PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A 4 a of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of $50 per day and a maximum limit of $1,000

7 LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes, overdue payments, penalties, interest or charges resulting from overdue payments, additional mileage charges, excess wear and tear charges, lease termination fees, security deposits not returned by the lessor, costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease, and carry-over balances from previous loans or leases

8 AIRBAG COVERAGE

Under Paragraph B EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag

9 ELECTRONIC EQUIPMENT - BROADENED COVERAGE

a The exceptions to Paragraphs B 4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following

Exclusions **4.c.** and **4.d.** do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is

(1) Permanently installed in or upon the covered "auto",

(2) Removable from a housing unit which is permanently installed in or upon the covered "auto",

(3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above, or

(4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system

b Section III, Physical Damage Coverage, Limit of Insurance, Paragraph C 2 is amended to add the following

$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is

(1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment,

(2) Removable from a permanently installed housing unit as described in Paragraph 2 a above or is an integral part of that equipment, or

(3) An integral part of such equipment

c For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or $250, whichever deductible is less

10 EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you

11. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added

No deductible applies to glass damage if the glass is repaired rather than replaced

12. TWO OR MORE DEDUCTIBLES

Under Paragraph D - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added

If another Hartford Financial Services Group, Inc company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies

(1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived,

(2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible

13 AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2 a - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to

(1) You, if you are an individual,

(2) A partner, if you are a partnership,

(3) A member, if you are a limited liability company, or

(4) An executive officer or insurance manager, if you are a corporation

14 UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure

15. HIRED AUTO - COVERAGE TERRITORY

SECTION IV, BUSINESS AUTO CONDITIONS, PARAGRAPH B GENERAL CONDITIONS, 7 - POLICY PERIOD, COVERAGE TERRITORY - is added to include the following

(6) For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to

16. WAIVER OF SUBROGATION

Paragraph 5 TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS A Loss Conditions is amended by adding the following

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form

17 RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS, C is replaced by the following

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these

18 EXTENDED CANCELLATION CONDITION

Paragraph 2 of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation

19. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows

a If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of $2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,

b The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"

c Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is $10,000

For the purposes of the coverage provision,

a A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas

b A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors, and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto

20 VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following

In addition to the actual cash value of the "auto", we will pay up to $1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is $5,000 For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps

c. **Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers

d **Primary And Non-Contributory Insurance If Required By Written Contract**

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that

(1) The "bodily injury" or "property damage" for which coverage is sought occurs, and

(2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed,

subsequent to the signing of that contract or agreement by you

5 **Premium Audit**

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates

b. Premium shown in this Coverage Part as advance premium is a deposit premium only At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured The due date for audit and retrospective premiums is the date shown as the due date on the bill If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured

c The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request

6. **Representations**

By accepting this policy, you agree

a. The statements in the Declarations are accurate and complete,

b Those statements are based upon representations you made to us, and

c. We have issued this policy in reliance upon your representations

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations

7. **Separation Of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies

a. As if each Named Insured were the only Named Insured, and

b Separately to each insured against whom claim is made or "suit" is brought

8 **Transfer Of Rights Of Recovery Against Others To Us**

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us The insured must do nothing after loss to impair them At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them

9 **When We Do Not Renew**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date

If notice is mailed, proof of mailing will be sufficient proof of notice

SECTION V – DEFINITIONS

1 "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters For the purposes of this definition

a. Notices that are published include material placed on the Internet or on similar electronic means of communication, and

b Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement

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occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist, or

(b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business

3 The following replaces the last sentence of Paragraph **5** of **SECTION III – LIMITS OF INSURANCE**

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence"

4 The following exclusion is added to Paragraph **2** , **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured

5 The following is added to the **DEFINITIONS** Section

"Incidental medical services" means

a Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages, or

b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances

6. The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2 a (1)** of Section **II** – Who Is An Insured

K. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph **7** of **SECTION III – LIMITS OF INSURANCE**

7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of

a $10,000, or

b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit

L AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY

The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage **A** or Coverage **B**

M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to Paragraph **8** , **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of

a. "Bodily injury" or "property damage" that occurs, or

b. "Personal and advertising injury" caused by an offense that is committed,

subsequent to the signing of that contract or agreement

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part for "bodily injury" or "property damage" included in the products-completed operations hazard, provided that such contract was signed by you before, and is in effect when, the "bodily injury or "property damage" occurs

Location And Description Of Completed Operations

Any project to which a written contract with the Additional Insured Person(s) or Organization(s) in the Schedule applies

Information required to complete this Schedule, if not shown above, will be shown in the Declarations

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard"

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Names of Additional Insured Person(s) or Organization(s):

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part, provided that such written contract was signed by you before,and is in effect when, the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed

Location of Covered Operations:

Any project to which a written contract with the Additional Insured Person(s) or Organization(s) in the Schedule applies

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations)

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by

1 Your acts or omissions, or

2. The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above

B With respect to the insurance afforded to these additional insureds, the following additional exclusions apply

This insurance does not apply to "bodily injury" or "property damage" occurring, or "personal injury" or "advertising injury" arising out of an offense committed, after

1 All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed, or

2 That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project

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TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76 (A) –

POLICY NUMBER UBB023761A

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT – CALIFORNIA (BLANKET WAIVER)

We have the right to recover our payments from anyone liable for an injury covered by this policy We will not enforce our right against the person or organization named in the Schedule

The additional premium for this endorsement shall be % of the California workers' compensation premium

Schedule

Person or Organization	**Job Description**
Any Person or organization for which the insured has agreed by written contract executed prior to loss to furnish this waiver	

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

M. Chris Romano

Insurance Company
Travelers Property Casualty Company of America

Countersigned by _____

DATE OF ISSUE: 3/10/2025

Colusa County

Agenda Request Form

Item ID#: 2025-181 **Agenda Date:** 12/16/2025 **Item 17**

PUBLIC WORKS DEPARTMENT

Ratify first modification with **Wood Rodgers**, Inc. for engineering services.

Detailed Description/Background of Request
Wood Rodgers, Inc. was contracted to provide engineering services in support of the Department of Public Works (DPW) emergency response to the structural deficiencies affecting the Weir Bridge on River Road in Colusa County. This first modification is to increase the do not exceed amount from $94,000 to $104,888 and add Attachment B - Scope and Fee Adjustment.

The amended scope includes:

- Reviewing the contractor's proposed concrete mix design to ensure it meets project specifications.
- Conducting periodic on-site observations during key construction activities which will be documented in brief memos confirming general conformance with the design intent.
- Providing up to four clarifications for unforeseen field conditions.
- Reviewing contractor payment requests to ensure they reasonably reflect observed progress.

The Purchasing Agent signed the contract to expedite the closeout of the project. Staff now requests that the contract with Wood Rodgers, Inc. be ratified.

Prior Board Action
C25-203

Fiscal Impact/Funding Source
The do not exceed amount increased from $94,000 to $104,888.

Action for the Clerk
Please number contract.

Attachments:
1. 1st Mod_C25-203 Wood Rodgers Inc_
2. C25-203 Wood Rodgers, Inc

First Modification Colusa Weir Bridge Services Contract

This First Modification of the Colusa Weir Bridge Services contract ("Contract") is between the County of Colusa ("County"), a political subdivision of the State of California and Wood Rodgers Inc. ("Contractor"), a California corporation.

Background

On September 4, 2025, the parties executed Contract C25-203 for the Contractor to provide County with engineering services.

The parties now want to modify the Contract to increase compensation and add Attachment "B" Scope and Fee Adjustment.

Modification

The parties agree to modify the Contract effective November 12, 2025, as follows:

1. Section 3, Compensation is modified to increase the not to exceed amount from $94,000 to $104,888.
2. Section 22, Attachments is modified to add Attachment "B" – Scope and Fee Adjustment.

COUNTY OF COLUSA

Date: 11/18/2025

Marcos Kropf, Interim CAO

WOOD RODGERS, INC.

Stacey Randall

Date: 11/19/2025

Stacey Randall, Principal Engineer

APPROVED AS TO FORM

Richard Stout, County Counsel

WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME

September 22, 2025

Mr. Colt Esenwein, PE
Public Works and Airport Operations Director
County of Colusa
1215 Market Street
Colusa, CA 95932

Re: Scope and Fee Adjustment for Engineering Construction Support Services for the Colusa Weir Bridge on River Road

Dear Mr. Esenwein,

Wood Rodgers has been assisting Colusa County with the design and permitting of the emergency temporary support system for the Colusa Weir Bridge. While construction support services were included in our original agreement, this amendment both clarifies the nature of those services and expands them to include specific tasks requested by the County. This is intended to ensure expectations are aligned and responsibilities are clearly understood as we move into the construction phase.

Engineering Support During Construction

Original Scope:

Wood Rodgers' staff will provide construction-phase engineering support services to assist the County and the County's contractor during installation of the temporary bridge support system. These services will include field coordination to support the proper interpretation and application of the design drawings. Our team will conduct site observations during key phases of installation to verify general conformance with design parameters, assess field conditions, and assist in resolving any unforeseen issues that arise during construction.

Amended Scope:

- Wood Rodgers will review the Contractor's proposed concrete mix design for compliance with project requirements.
- Conduct periodic site observations for general compliance with project plans and specifications during key phases of construction, including footing preparation, reinforcement placement, concrete placement, erection of temporary towers, installation of bracing, and jacking/preloading of the supports. Observations will be documented in short memos to confirm general conformance with the design intent. It is assumed that up to six (6) days of observation will be completed and each day will be up to six (6) hours.
- Provide clarifications as needed to address unforeseen field conditions. Assume up to four (4) instances of clarifications.
- Review Contractor payment requests to verify that they reasonably reflect the progress observed.

Excluded Services:

These services are not intended to constitute continuous inspection or Resident Engineer duties; responsibility for construction means, methods, and quality will remain with the Contractor. Wood Rodgers does not assume any authority to stop work or otherwise direct the Contractor's activities in a manner similar to a construction inspector or Resident Engineer.

Wood Rodgers will not be responsible for review and approval of certified payroll records, labor compliance, and prevailing wage enforcement. This responsibility rests with the County.

Wood Rodgers will not direct, manage, or approve traffic control; this responsibility rests with the Contractor and the County.

It is our understanding that the Contractor shall provide and pay for quality control testing of footing concrete, including slump, air, and temperature tests, and compressive strength tests of standard cylinders. Field-cured cylinders or other approved means shall be used to verify adequate strength prior to loading of the supports.

FEE

Because the design effort required more time than originally anticipated, only limited hours remain under our current contract. To carry out the construction support services described above, we request an additional budget authorization of **$10,888** on a time-and-materials basis. This will allow us to provide the County with the level of construction-phase assistance needed to complete this emergency project successfully, while maintaining clear delineation of responsibilities.

Emergency Support Services for the Colusa Weir Bridge on River Rd		Wood Rodgers									
		Principal Engineer II	Principal Engineer I (Randall)	Senior Engineer II	Project Engineer I	Senior Planner I	Senior CAD Tech II	Asst Engineer	Prj Coord	Task Hrs	Task Cost
ID	Description	$ 320	$ 285	$ 260	$ 225	$ 250	$ 200	$ 165	$ 140		
1	**Project Management**									0	$ -
2	**Structural Design & Engineering of Temp Support System**									0	$ -
3	**Permit Support and Regulatory Interface**									0	$ -
4	**Support During Construction**		8		8			36		52	$ 10,300
5	**Highway Bridge Program Support**									0	$ -
	Totals Hrs per Staff	0	8		8	0	0	0	36	0	52
	Cost per Staff	$ -	$ 2,280	$	2,080	$ -	$ -	$ -	$ 5,940	$ -	
										ODC (Mileage: 6 trips @ 140 miles @ $0.70/mile)	$ 588.00
										Total Cost	**$ 10,888**

The overall Contract value will increase from $94,000 to $104,888.

Should you have any questions, please feel free to contact me at my direct line (916) 458-5140.

Sincerely,
WOOD RODGERS, INC.

Stacey Randall

Stacey Randall, P.E.
Principal – Bridges/Structures

C25-203

COLUSA WEIR BRIDGE SERVICES CONTRACT

This Colusa Weir Bridge Services Contract ("Contract") is between the County of Colusa ("County"), a political subdivision of the State of California and Wood Rodgers Inc. ("Contractor"), a California corporation.

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

2. **Term:** This Contract shall begin on July 25, 2025, and shall continue until all requested services are completed.

3. **Compensation:** County will pay Contractor on a Time and Materials (T&M) monthly billed basis, not to exceed $94,000, as provided for in Attachment "A." Compensation will be paid in accordance with paragraph 4, Method of Payment.

4. **Method of Payment:** At the end of each month, Contractor shall provide County with an invoice for the services provided in the preceding month. Upon receipt of an invoice, County shall process payment to Contractor as provided for by County's established policies and procedures, and payment will be issued no later than 90 days 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. Services will be performed with the ordinary skill care and judgement practiced by other members of the same profession, in the same locale, at the same time or similar point in time (Standard of Care)

    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 five (5) years, or for any longer period required by law, following audit, or from the date of final payment to Contractor under this Contract, whichever is later.

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

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

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

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

8. **Debarment and Suspension:**

   A. **Certification Regarding Debarment:** By signing this Contract, the Contractor certifies that neither the Contractor nor any of its principals are currently debarred or suspended by any Federal department or agency.

   B. **Certification of Lower Tier Contractors Regarding Debarment:** By administering any lower-tier subcontract exceeding $25,000 as a covered

transaction under this Contract, the Contractor certifies that:

1) The Contractor has verified that each lower-tier subcontractor participating in a covered transaction is not presently debarred or suspended from participation in this Contract by any Federal department or agency.

2) Prior to entering into any lower-tier subcontract exceeding $25,000, the Contractor shall require each proposed subcontractor to disclose, in writing, whether, as of the time of award of the subcontract, the subcontractor or its principals is debarred or suspended by the Federal Government. The Contractor may accomplish this by:

   a. Checking the System for Award Management at website: http://www.sam.gov.
   b. Collecting a certification statement similar to the Certification Regarding Debarment, above.
   c. Inserting a clause or condition in the covered transaction with the lower tier contract.

9. **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. For Professional Liability, and consistent with CA Code 2782.8, defense will be to the extent consultant is found negligent after a finding by a trier of fact.

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

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

B. **General Liability Coverage:** Contractor shall maintain commercial general liability insurance in an amount of not less than two million dollars ($2,000,000) 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.

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

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

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

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

If to County:	Public Works and Airport Operations Director County of Colusa 1215 Market St. Colusa, CA. 95932 Attn: Colt, Esenwein, Director
If to Contractor:	Wood Rodgers, Inc. 3301 C Street Bldg. 100-B Sacramento, CA. 95816

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

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

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

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

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

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

    A. Immediately for cause if either party 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.

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

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

    A. Attachment "A" - Proposal

COUNTY OF COLUSA

Date: 9/2/25

Wendy G. Tyler, CAO

WOOD RODGERS, INC.

Stacey Randall

Date: 09/04/25

Signature

Stacey Randall, Principal Engineer

Printed Name and Title

APPROVED AS TO FORM

Richard Stout, County Counsel

C25-203

Attachment A

WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME

July 31, 2025

Mr Colt Esenwein, PE
Public Works and Airport Operations Director
County of Colusa
1215 Market Street
Colusa, CA 95932

Re. Proposal for Emergency Support Services for the Colusa Weir Bridge on River Road

Dear Mr Esenwein,

In response to your request, Wood Rodgers, Inc. (Wood Rodgers) is pleased to present this proposal to provide engineering services in support of the Colusa County Public Works Department (County) emergency response to structural deficiencies affecting the Colusa Weir Bridge in Colusa County The immediate goal of this effort is to expedite design, permitting, and installation of an interim support solution to preserve access across the bridge and avoid closure of the bridge until such time the bridge can be repaired. In addition to the emergency response, Wood Rodgers will assist the County in pursuing federal funding opportunities to support the development and implementation of a long-term, permanent repair or replacement solution

PROJECT UNDERSTANDING

The Colusa Weir Bridge on River Road is a 44-span reinforced concrete T-Beam bridge supported on multi-column concrete piers and deep foundations The span connections at the piers alternate between fixed-fixed and fixed-pin connections

Bent 44 has experienced rotation towards Abutment 45 This rotation caused severe flexural cracking at the bottom of the columns and created an uneven bearing surface that caused localized overstress and deterioration of the slabs The bent is no longer safely distributing vertical and lateral loads under continued live loading and needs to be stabilized As a result, Caltrans issued a Record of Critical Finding (RCF) as of July 25th, 2025 The RCF identifies the following corrective action to be taken by the County temporarily shore Span 43, Bent 44, and Span 44 until the permanent repairs are completed

SCOPE OF WORK

The following scope is intended to be adaptable due to the evolving nature of the emergency response Additional services may be authorized through written direction from the County Public Works Director or authorized designee Our services will be provided as described in the following scope narrative subsequent to a written Notice to Proceed (NTP)

1. Project Management

Provide overall project management services to ensure the successful execution of the emergency temporary support installation Responsibilities include scheduling, stakeholder communication, coordination with County staff and contractors, and maintaining project timelines and deliverables. The duration of this task is assumed to be no more than six (6) months

2. Structural Design & Engineering of Temporary Support System

Wood Rodgers will prepare stamped engineering drawings and calculations for the temporary support system at Bent 44

The design will accommodate vertical loads from both legal and permit vehicles consistent with those defined in the Caltrans Bridge Load Rating Manual (CLRM), including Caltrans legal vehicle types (Type 3, 3S2, and 3-3) The design will evaluate representative Caltrans permit vehicle types as defined in the CLRM; however, due to site conditions and temporary structure limitations, it may not be possible to accommodate the full range of permit vehicles Restrictions on specific vehicle types or loading configurations may be required It is assumed that the County will provide or confirm representative permit vehicle configurations and weights for use in the analysis, based on the County's knowledge of vehicles and agricultural equipment known to use the bridge The temporary support system will be designed using applicable provisions from AASHTO LRFD Bridge Design Specifications with CA Amendments with appropriate adaptation for temporary conditions and relevant guidance on shoring and temporary supports as provided in the Caltrans Falsework Manual

The engineering effort will begin with a site visit to verify field conditions, gather dimensional data, and confirm girder spacing and available vertical clearance Loads will be modeled based on anticipated traffic positioning, axle configurations, and conservative estimates for dead and live loads The support system is anticipated to consist of steel pony bents or trestle towers, one on each side of Bent 44, and will be analyzed for vertical service loads Bracing will be included to address thermal movement and other lateral forces such as vehicle braking

Wind and seismic forces will be excluded due to the relatively short duration of installation and corresponding limited exposure, consistent with standard allowances for temporary structures Hydraulic forces acting on the supports will be considered to develop a design that can resist flow conditions associated with a 5-year recurrence interval storm event This threshold is intended to provide a reasonable balance between resilience and constructability However, depending on site constraints, geometry, and structural limitations, it may not be feasible to achieve a practical or cost-effective design for this event level In such case, Wood Rodgers will coordinate with the County to assess alternative design approaches or lower recurrence intervals, as appropriate

Wood Rodgers will perform an independent design check of the proposed support system to confirm structural adequacy

The final deliverables include signed and stamped drawings and calculations, accompanied by design assumptions and load documentation. Coordination with the County and County's contractor will be ongoing throughout the design process to ensure constructability and availability of proposed materials

3. Permit Support and Regulatory Interface

Wood Rodgers will coordinate with the Central Valley Flood Protection Board (CVFPB), Department of Water Resources (if necessary), and the Army Corp of Engineers (if necessary) to obtain emergency encroachment approval This effort will include up to three (3) meetings with the above-mentioned agencies and preparing a descriptive plan of the temporary supports and installation procedures A hydraulic analysis of the floodway with temporary supports included in the model will also be prepared and the results will be included in the permit application submittal to the CVFPB

It is anticipated that this emergency response may qualify for a Categorical Exemption under CEQA. If so, Wood Rodgers will assist with the preparation of a brief summary and supporting documentation to facilitate exemption processing

4. Support During Construction

Wood Rodgers' staff will provide construction-phase engineering support services to assist the County and the County's contractor during installation of the temporary bridge support system These services will include field

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coordination to support the proper interpretation and application of the design drawings Our team will conduct site observations during key phases of installation to verify general conformance with design parameters, assess field conditions, and assist in resolving any unforeseen issues that arise during construction

4. Highway Bridge Program Support

Wood Rodgers will assist the County with advancing the subject bridge into the Highway Bridge Program (HBP) to secure funding for permanent repair or replacement This task includes assisting the County with defining preliminary scopes of work and cost estimates and assisting with preparation of the LAPM and LAPG forms to complete the HBP application process Wood Rodgers will also participate in ongoing coordination with Caltrans and County staff to track application status, respond to data requests, and assist with follow-up documentation

Assumptions

The scope and fee contained within this letter proposal are based on the following assumptions and are accepted as part of the described services

- The interim support structure design and drawings will be stamped and signed by a licensed Civil Engineer in the State of California
- Repair, strengthening, or demolition of the damaged bent is not included The temporary supports are intended to bypass load transfer through the existing bent, not restore its functionality
- No geotechnical investigations or analyses are provided The foundations of the interim support structure may consist of timber pads, steel plates, or reinforced concrete sized using the California Building Code default load-bearing capacities for soils
- The temporary support system is not intended to resist seismic forces.
- The temporary support system will not be designed to resist hydraulic forces associated with storm events greater than a 5-year return period, including high-velocity flow, debris impact, or scour conditions during major flood stages
- There are no utility conflicts at the proposed support locations
- No topographic mapping or boundary surveys will be completed as part of this task order Geospatially referenced drawings accurately scaled to the topography are not included Plans and other details/exhibits are prepared based on information provided on available as-built drawings, unless otherwise determined by field measurements
- No estimate of construction cost or separate project specifications or special provisions will be completed as part of this task order All material types, grades, and strength requirements will conform to the information included on the stamped project details and Caltrans 2024 Standard Specifications

FEE

All work performed under this agreement will be billed on a Time and Materials (T&M) basis Billing will be based on actual hours worked by personnel, at the standard hourly rates in effect at the time services are rendered, plus reimbursable direct expenses (e g , mileage, printing, equipment rental, or subcontracted services, if applicable) The actual costs may differ from task to task from that proposed in the fee, but the overall fee will not be exceeded unless additional work is requested and approved by the County, and fee for any such additional work will be negotiated prior to work being performed Invoices will be submitted monthly and will include a summary of hours worked, tasks performed, and any associated reimbursable expenses

C25-203

Attachment A

WOOD RODGERS

Emergency Support Services for the Colusa Weir Bridge on River Rd		Wood Rodgers								
		Principal Engineer II	Principal Engineer I (Randall)	Senior Engineer II	Project Engineer I	Senior Planner I	Senior CAD Tech II	Prj Coord	Task Hrs	Task Cost
ID	Description	$ 320	$ 285	$ 260	$ 225	$ 250	$ 200	$ 140		
1	**Project Management**		60					6	**66**	**$ 17,940**
2	**Structural Design & Engineering of Temp Support System**		12	84	40		24		**160**	**$ 39,060**
3	**Permit Support and Regulatory Interface**	8	24	24		8			**64**	**$ 17,640**
4	**Support During Construction**		8	8	16				**32**	**$ 7,960**
5	**Highway Bridge Program Support**		40						**40**	**$ 11,400**
	Totals Hrs per Staff	8	144	116	56	8	24	6	362	
	Cost per Staff	$ 2,560	$ 41,040	$ 30,160	$ 12,600	$ 2,000	$ 4,800	$ 840		
									ODC	$ -
									Total Cost	**$ 94,000**

Wood Rodgers proposes to perform the above scope of work for a not-to-exceed amount of **$94,000** without prior approval by the County.

Should you have any questions, please feel free to contact me at my direct line (916) 458-5140.

Sincerely,
WOOD RODGERS, INC.

Stacey Randall

Stacey Randall, P.E.
Principal – Bridges/Structures

C25-203

Attachment A

EXHIBIT "B"

WOOD RODGERS

SACRAMENTO & ROSEVILLE FEE SCHEDULE

CLASSIFICATION	STANDARD RATE
Principal Engineer/Geologist/Surveyor/Planner/GIS/LA* II	$320
Principal Engineer/Geologist/Surveyor/Planner/GIS/LA* I	$285
Senior Engineer/Geologist/Surveyor/Planner/GIS/LA* II	$260
Senior Engineer/Geologist/Surveyor/Planner/GIS/LA* I	$250
Project Engineer/Geologist/Surveyor/Planner/GIS/LA* II	$235
Project Engineer/Geologist/Surveyor/Planner/GIS/LA* I	$225
Engineer/Geologist/Surveyor/Planner/GIS/LA* II	$215
Engineer/Geologist/Surveyor/Planner/GIS/LA* I	$195
Assistant Engineer/Geologist/Surveyor/Planner/GIS/LA*	$165
Designer	$100
Senior CAD Technician/Graphics Designer II	$200
Senior CAD Technician/Graphics Designer I	$175
CAD Technician/Graphics Designer	$155
Project Coordinator	$170
Administrative Assistant	$135
1 Person Survey Crew	$255
2 Person Survey Crew	$365
3 Person Survey Crew	$465
Consultants, Outside Services, Materials & Direct Charges	Cost Plus 10%
Overtime Work, Expert Witness Testimony and Preparation	Rate Plus 50%

*LA = Landscape Architect

Blueprints, reproductions, and outside graphic services will be charged at vendor invoice Auto mileage will be charged at the IRS standard rate, currently 70 cents per mile

Fee Schedule subject to change January 1, 2026 and annually thereafter

Colusa County

Agenda Request Form

Item ID#: 2025-190 **Agenda Date:** 12/16/2025 **Item 18**

PUBLIC WORKS DEPARTMENT

Adopt a resolution to authorize the Public Works Director/Road Commissioner to install No Parking signs on Wildwood Road adjacent to Lloyd Johnson Middle School.

Detailed Description/Background of Request
Wildwood Road in the community of Arbuckle serves as a primary access route adjacent to Lloyd Johnson Middle School. During student drop-off and pick-up periods, this area experiences significant pedestrian and vehicle activity. Public Works staff have observed that vehicles parking along the west side of Wildwood Road, directly across from the school frontage, create safety concerns by narrowing the usable roadway width, obstructing sight distance for both drivers and pedestrians, and contributing to congestion during peak school hours. This area, south of Barbara Way up to the crosswalk, has a narrow shoulder and ditch and is not wide enough to allow parking. The area north of Barbara Way, across from Pierce High School, has an existing curb, gutter, and sidewalk and is already signed "No Parking".

To address these safety issues, the Public Works Department recommends establishing a formal "No Parking" zone along the west side of Wildwood Road, beginning at Barbara Way and extending southerly for approximately 820 feet. This is the length of roadway adjacent to the school frontage where the most significant conflicts occur. The installation of "No Parking" signage will reduce roadside obstructions, improve sight visibility, and enhance the safety of students, parents, school staff, and motorists traveling through this corridor.

California Vehicle Code provisions, together with the California Manual on Uniform Traffic Control Devices, allow counties to regulate parking and install appropriate traffic control devices to support public safety. Adoption of the attached resolution will authorize the Director of Public Works/Road Commissioner to establish the parking restriction and install the required signage consistent with these standards.

Staff recommends that the Board of Supervisors approve the attached Resolution authorizing the Director of Public Works/Road Commissioner to install "No Parking" signs on the west side of Wildwood Road adjacent to Lloyd Johnson Middle School, thereby enhancing safety and improving traffic circulation during school operations.

Prior Board Action
None.

Fiscal Impact/Funding Source
The fiscal impact is approximately $1,000 for initial installation, and then approximately $100 per year for maintenance. The funding source is the Road Fund.

Action for the Clerk
Please provide the Director of Public Works/Road Commissioner with a fully adopted version of the resolution.

Attachments:
1. RESOLUTION for NO PARKING on Wildwood Road
2. No Parking Adjacent to Schools

RESOLUTION NO. 25-____

A RESOLUTION OF THE COLUSA COUNTY BOARD OF SUPERVISORS AUTHORIZING THE DIRECTOR OF PUBLIC WORKS/ROAD COMMISSIONER TO INSTALL "NO PARKING" SIGNS ON THE WEST SIDE OF WILDWOOD ROAD, ADJACENT TO LLOYD JOHNSON JUNIOR HIGH SCHOOL, IN THE COMMUNITY OF ARBUCKLE, CALIFORNIA

WHEREAS, the Colusa County Board of Supervisors is responsible for the management, operation, and maintenance of the County road system, including the establishment of parking regulations when necessary to protect public health and safety; and

WHEREAS, Wildwood Road, located in the community of Arbuckle, serves as a local roadway adjacent to Loyd Johnson Junior High School and experiences increased vehicle and pedestrian activity during student drop-off and pick-up times; and

WHEREAS, vehicles parking along the west side of Wildwood Road in the area adjacent to Loyd Johnson Junior High School have created unsafe conditions by obstructing visibility, reducing roadway width, impeding traffic flow, and increasing the risk of collisions involving pedestrians, cyclists, students, parents, school staff, and other motorists; and

WHEREAS, the Colusa County Department of Public Works has determined that the restriction of parking on the west side of Wildwood Road is necessary to protect the public health, safety, and welfare, and to improve traffic circulation and pedestrian safety in the vicinity of the school; and

WHEREAS, the proposed "No Parking" zone would extend along the west side of Wildwood Road, beginning at Barbara Way and continuing in a southerly direction for approximately eight hundred twenty (820) feet, adjacent to Loyd Johnson Junior High School; and

WHEREAS, California law authorizes local agencies to regulate parking on highways under their jurisdiction and to install appropriate traffic control devices to give notice of such regulations;

NOW, THEREFORE, BE IT RESOLVED by the Colusa County Board of Supervisors as follows:

1. The Director of Public Works/Road Commissioner is hereby authorized and directed to establish a "No Parking" zone along the west side of Wildwood Road in Arbuckle, California, beginning at Barbara Way and extending southerly for a distance of approximately 820 feet, adjacent to Loyd Johnson Junior High School.

2. The Director of Public Works/Road Commissioner is further authorized to install and maintain appropriate "No Parking" signage and any related traffic control devices necessary to implement and enforce this restriction in accordance with the California

Vehicle Code and the California Manual on Uniform Traffic Control Devices (CA MUTCD).

3. This parking restriction is established for the purpose of improving traffic circulation, enhancing pedestrian safety, and preventing hazardous conditions, particularly during school drop-off and pick-up periods.

4. This Resolution shall take effect immediately upon its adoption.

RESOLUTION PASSED AND ADOPTED this 16th day of December, 2025 by the following vote:

AYES:

NOES:

ABSENT:

_____

Daurice K. Smith, Chair

APPROVED AS TO FORM:

_____

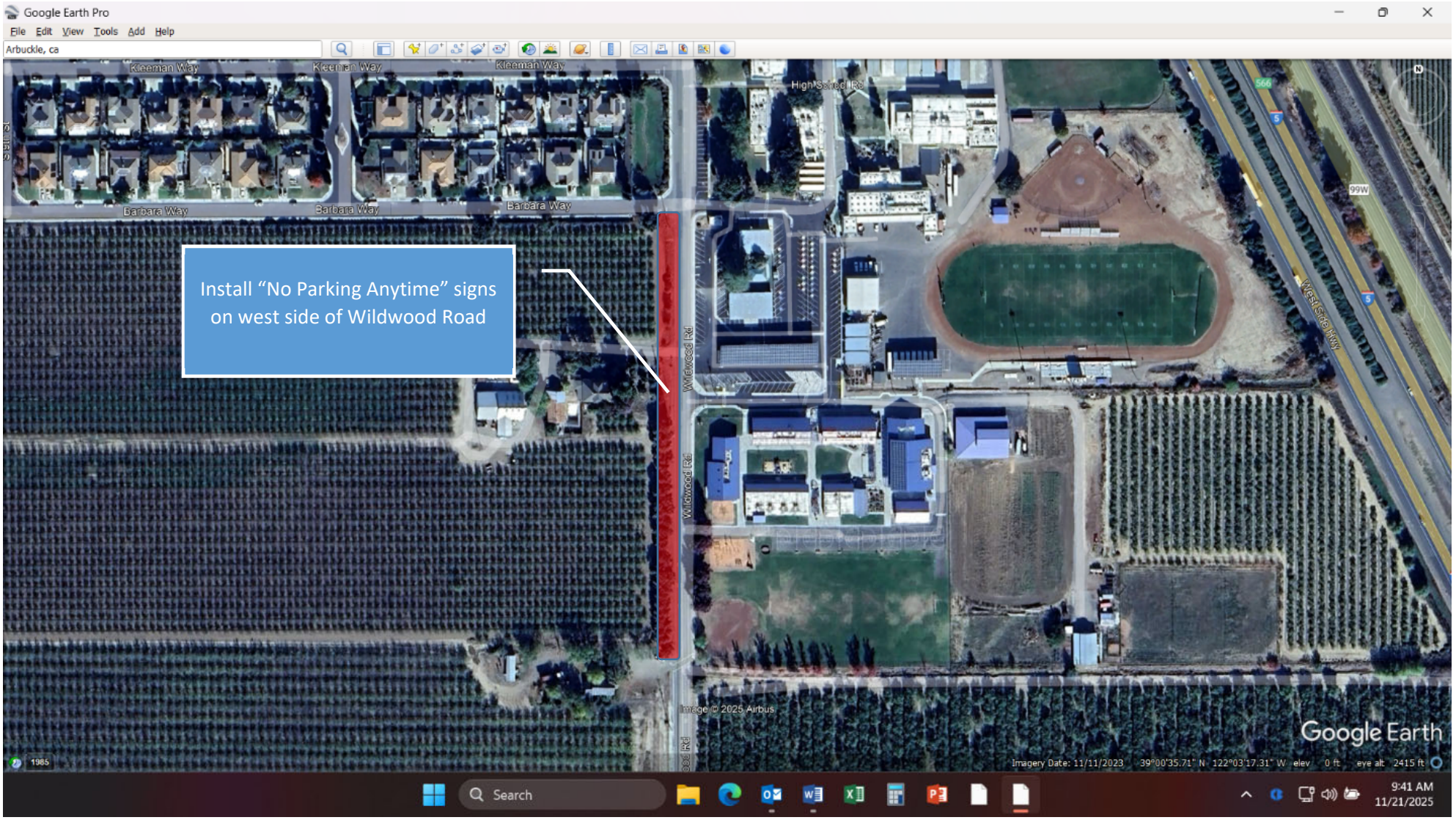
Richard Stout, County Counsel

ATTEST: Joshua Pack,

Clerk of the Board of Supervisors

By:_____

Patricia Rodriguez, Clerk


Google Earth Pro
File Edit View Tools Add Help
Arbuckle, ca
Kleeman Way
Barbara Way
Wildwood Rd
Install “No Parking Anytime” signs on west side of Wildwood Road
Image © 2025 Airbus
Google Earth
Search
9:41 AM
11/21/2025

Colusa County

Agenda Request Form

Item ID#: 2025-141 **Agenda Date:** 12/16/2025 **Item 19**

BEHAVIORAL HEALTH (BH)

Approve fourth modification with **Cache Creek Lodge**, for adult rehabilitation services, effective December 16, 2025.

Detailed Description/Background of Request
Behavioral Health requests approval of a fourth modification to the contract with Cache Creek Lodge, to replace the current Attachment "B" (State Requirements) with an updated version. An audit conducted by the Department of Health Care Services (DHCS) for the Substance Use Prevention, Treatment, and Recovery Services Block Grant (SUBG) identified several areas requiring revisions to the State Requirements attachment. DHCS has reviewed and approved the revised Attachment "B."

In addition, Behavioral Health requests that the following statement be added to the Compensation section of the contract: "Any modification to the negotiated rates specified in this Contract does not require a formal contract amendment; however, such changes must be approved by both the Director of Behavioral Health and the Purchasing Agent prior to implementation."

Cache Creek Lodge is a 40-bed residential substance abuse program utilizing a social model based on the 12-step program and addressing each client's comprehensive needs. Research supports the efficacy of the social model, particularly with indigent populations in which abstaining from alcohol and other substances is reinforced through peer support and expectations of personal responsibility. Clients receive individual and group counseling from trained clinical staff with experience working with previously-incarcerated populations. Cache Creek Lodge teaches courses on financial literacy, seeking employment, and other life skills, balanced with time for experiential art, and recreational therapies.

Prior Board Action
C22-218, C23-149, C24-104 and C25-073

Fiscal Impact/Funding Source
None

Action for the Clerk
Please obtain signatures, number contract and forward to:

Norma Cordero

Cache Creek Lodge, Inc.
435 Aspen Street
Woodland, CA 95695

Attachments:

1. 4th Mod_Cache Creek Lodge, Inc
2. Attachment B State Requirements 12.16.25
3. C25-073 Cache Creek Lodge Inc 3rd Mod
4. C24-104 2nd Modification Cache Creek Lodge Inc
5. C23-149 1st Mod. Cache Creek Lodge, Inc
6. C22-218 Cache Creek Lodge, Inc

Fourth Modification Adult Rehabilitation Services Professional Agreement

This Fourth Modification of Adult Rehabilitation Services Agreement between Colusa County ("County"), a political subdivision of the State of California, and Cache Creek Lodge, Inc. ("Contractor"), a California Corporation.

Background

On October 25, 2022, the parties executed Agreement No. C22-218 for the Contractor to provide the County with adult rehabilitation services.

On August 1, 2023, the parties executed the first modification C23-149 to extend the term and add Exhibit B-State Requirements and Exhibit C-HIPAA Business Associate Addendum to the agreement.

On August 6, 2024, the parties executed the second modification C24-104 to update Attachment A and extend the term of the agreement.

On August 18, 2025, the parties executed the third modification C25-073 to extend the term, modify the compensation and replace Attachment “A”-Scope of Services.

The parties now want to modify the Contract to replace Attachment “B” with a new Attachment “B” and add compensation language.

Modification

The parties agree to modify the Contract effective December 16, 2025, as follows:

1. Section 3, Compensation is modified to include “Any modification to the negotiated rates specified in this Contract do not require a modification but must receive approval from both the Director of Behavioral Health and the Purchasing Agent prior to implementation”.
2. Section 21, Attachments is updated by replacing Attachment “B” State Requirements with a new Attachment “B”.

Signatures on following page

COUNTY OF COLUSA

_____Date:_____
Daurice K. Smith, Chair

APPROVED AS TO FORM

_____
Richard Stout, County Counsel

CACHE CREEK LODGE, INC.

_____Date:_____
Signature

_____
Printed Name and Title

ATTEST: Joshua Pack, Clerk to the Board of Supervisors

_____
Patricia Rodriguez Clerk

ATTACHMENT B

STATE REQUIREMENTS

1. Additional Contract Restrictions

This Contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress, or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this Contract in any manner.

2. No Unlawful Use or Unlawful Use Messages Regarding Drugs

County agrees that information produced through these funds, and which pertains to drugs and alcohol-related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol-related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (HSC, Division 10.7, Chapter 1429, Sections 11999-11999.3). By signing this Enclosure, County agrees that it will enforce, and will require its subcontractors to enforce, these requirements.

3. Noncompliance with Reporting Requirements

The Contractor agrees that DHCS has the right to withhold payments until the Contractor has submitted any required data and reports to DHCS, as identified in Exhibit A, Attachment I, Part III - Reporting Requirements, or as identified in Document 1F(a), Reporting Requirements Matrix for Counties.

4. Health Insurance Portability and Accountability Act (HIPAA) of 1996

All work performed under this Contract is subject to HIPAA, County shall perform the work in compliance with all applicable provisions of HIPAA. As identified in Exhibit C, DHCS and County shall cooperate to assure mutual agreement as to those transactions between them, to which this provision applies. Refer to Exhibit C for additional information.

a. Trading Partner Requirements

1. No Changes. County hereby agrees that for the personal health information (Information), it will not change any definition, data condition or use of a data element or segment as proscribed in the Federal Health and Human Services (HHS) Transaction Standard Regulation (45 CFR 162.915 (a)).

2. No Additions. County hereby agrees that for the Information, it will not add any data elements or segments to the maximum data set as proscribed in the HHS Transaction Standard Regulation (45 CFR 162.915 (b)).

3. No Unauthorized Uses. County hereby agrees that for the Information, it will not use any code or data elements that either are marked "not used" in the HHS Transaction's Implementation specification or are not in the HHS Transaction Standard's implementation specifications (45 CFR 162.915 (c)).

4. No Changes to Meaning or Intent. County hereby agrees that for the Information, it will not change the meaning or intent of any of the HHS Transaction Standard's implementation specification (45 CFR 162.915 (d)).

b. Concurrence for Test Modifications to HHS Transaction Standards

County agrees and understands that there exists the possibility that DHCS or others may request an extension from the uses of a standard in the HHS Transaction Standards. If this occurs, County agrees that it will participate in such test modifications.

c. Adequate Testing

County is responsible to adequately test all business rules appropriate to their types and specialties. If the County is acting as a clearinghouse for enrolled providers, County has obligations to adequately test all business rules appropriate to each and every provider type and specialty for which they provide clearinghouse services.

d. Deficiencies

County agrees to correct transactions, errors, or deficiencies identified by DHCS, and transactions errors or deficiencies identified by an enrolled provider if the County is acting as a clearinghouse for that provider. When County is a clearinghouse, County agrees to properly communicate deficiencies and other pertinent information regarding electronic transactions to enrolled providers for which they provide clearinghouse services.

e. Code Set Retention

Both parties understand and agree to keep open code sets being processed or used in this Contract for at least the current billing period or any appeal period, whichever is longer.

f. Data Transmission Log

Both parties shall establish and maintain a Data Transmission Log which shall record any and all Data Transmissions taking place between the Parties during the term of this Contract. Each party will take necessary and reasonable steps to ensure that such Data Transmission Logs constitute a current, accurate, complete, and unaltered record

of any and all Data Transmissions between the parties, and shall be retained by each Party for no less than twenty-four (24) months following the date of the Data Transmission. The Data Transmission Log may be maintained on computer media or other suitable means provided that, if it is necessary to do so, the information contained in the Data Transmission Log may be retrieved in a timely manner and presented in readable form.

5. Counselor Certification

Any counselor or registrant providing intake, assessment of need for services, treatment or recovery planning, individual or group counseling to participants, patients, or residents in a DHCS licensed or certified program is required to be registered or certified as defined in Title 9, CCR, Division 4, Chapter 8, (Document 3H).

6. Cultural and Linguistic Proficiency

To ensure equal access to quality care by diverse populations, each DMC provider receiving funds from this Contract shall adopt the Federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards (Document 3V).

7. Trafficking Victims Protection Act of 2000

County and its subcontractors that provide services covered by this Contract shall comply with the Trafficking Victims Protection Act of 2000 (USC, Title 22, Chapter 78, Section 7104) as amended by section 1702 of Pub. L. 112-239.

8. Tribal Communities and Organizations

County shall regularly review population information available through Census, compare to information obtained in the California Outcome Measurement System for Treatment (CalOMS-Tx) to determine whether the population is being reached, and survey Tribal representatives for insight in potential barriers to the substance use service needs of the American Indian/Alaskan Native (AI/AN) population within the County geographic area. Contractor shall also engage in regular and meaningful consultation and collaboration with elected officials of the tribe, Rancheria, or their designee for the purpose of identifying issues/barriers to service delivery and improvement of the quality, effectiveness, and accessibility of services available to AI/AN communities within the County.

9. Perinatal Practice Guidelines

The Contractor will follow the guidelines in Document 1G, “Perinatal Practice Guidelines,” in developing and implementing perinatal treatment and recovery programs funded under this Exhibit until new Perinatal Practice Guidelines are established and adopted. No formal amendment of the Contract is required for new guidelines to be incorporated into the Contract.

10. Adolescent Best Practices:

County must utilize DHCS guidelines in developing and implementing youth treatment programs funded under this Enclosure. The Adolescent Best Practices Guidelines can be found at:

https://www.dhcs.ca.gov/Documents/ CSD_CMHCS/Adol%20Best%20 Practices%2 0Guide/AdolBestPracGuide OCTOBER2020.pdf

11. Nondiscrimination in Employment and Services:

By signing this Contract, the Contractor certifies that under the laws of the United States and the State of California, incorporated into this Contract by reference and made a part hereof as if set forth in full, Contractor will not unlawfully discriminate against any person.

12. Federal Law Requirements:

a. Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally-funded programs.

b. VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination in the sale or rental of housing.

c. Age Discrimination Act of 1975 (45 CFR Part 90), as amended (42 USC Sections 6101 – 6107), which prohibits discrimination on the basis of age.

d. Age Discrimination in Employment Act (29 CFR Part 1625).

e. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.

f. Title II of the Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.

g. Title III of the Americans with Disabilities Act of 1990 (28 CFR Part 36) regarding access.

h. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.

i. Executive Order 11246, 42 USC 2000(e) et seq. and 41 CFR Part 60 regarding nondiscrimination in employment under federal contracts and construction contracts greater than $10,000 funded by federal financial assistance.

j. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.

k. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.

l. Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A – E).

13. State Law Requirements:

a. Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (2 Cal. Code Regs. 10000 et seq.).

b. Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.

c. Title 9, Division 4, Chapter 8 of the Cal Code Regs., commencing with Section 13060.

d. No federal funds shall be used by the County or its subcontractors for sectarian worship, instruction, or proselytization. No federal funds shall be used by the County or its subcontractors to provide direct, immediate, or substantial support to any religious activity.

e. Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for DHCS to withhold payments under this Contract or terminate all, or any type, of funding provided hereunder.

14. Additional Contract Restrictions

This Contract is subject to any additional restrictions, limitations, or conditions enacted by the federal or state governments that affect the provisions, terms, or funding of this Contract in any manner.

15. Information Access for Individuals with Limited English Proficiency and/or Disabilities

a. The Contractor shall comply with all applicable provisions of the Dymally-Alatorre Bilingual Services Act (Government Code sections 7290-7299.8) regarding access to materials that explain services available to the public as well as providing language interpretation services.

b. The Contractor shall comply with the applicable provisions of Section 1557 of the Affordable Care Act (45 CFR Part 92), including, but not limited to, 45 CFR 92.201, when providing access to:

   1. Materials explaining services available to the public

   2. Language assistance

   3. Language interpreter and translation services

   4. Video remote language interpreting services

c. The Contractor shall comply with the following language assistance and format requirements (42 CFR § 438.10; 45 CFR § 92.8; W&I Code §§ 14029.91 and 14029.92):

   1. The Contractor shall provide all written materials for potential beneficiaries and beneficiaries in a font size no smaller than 12 point.

   2. The Contractor shall ensure its written materials are available in alternative formats, including large print, upon request of the potential beneficiary or beneficiary at no costs. Large print means printed in a font size no smaller than 18 point.

   3. The Contractor shall make its written materials that are critical to obtaining services available in the prevalent non-English languages in the county.

   4. The Contractor shall notify beneficiaries and prospective beneficiaries that written translation is available in prevalent languages free of cost and how to access those materials.

      i. The DHCS shall use the following methodology to identify the prevalent non-English languages spoken by beneficiaries and potential beneficiaries throughout the State and in the Contractor's service area:

         1) A population group of mandatory eligible beneficiaries residing in the Contractor's service area who indicate their primary language as a language other than English and that meet a numeric threshold of 3,000 or five-percent (5%) of the eligible beneficiary population, whichever is lower; and

         2) A population group of mandatory eligible beneficiaries residing in the Contractor's service area who indicate their primary language as a language other than English and who meet the concentration standards of 1,000 in a single zip code or 1,500 in two contiguous zip codes.

d. The Contractor shall notify its beneficiaries:

1. That oral interpretation is available for any language and written translation is available in prevalent languages to individuals whose primary language is not English. This may include, but is not limited to:

i. Qualified interpreters

ii. Information written in other languages

2. That auxiliary aids and services are available upon request and at no cost for beneficiaries with disabilities. Free aids and services may include, but are not limited to:

i. Qualified sign language interpreters

ii. Written information in other formats (large print, audio, accessible electronic formats, other formats)

3. How to access services.

16. Participation of County Behavioral Health Director's Association of California.

The County AOD Program Administrator shall participate and represent the County in meetings of the County Behavioral Health Director's Association of California for the purposes of representing the counties in their relationship with DHCS with respect to policies, standards, and administration for AOD abuse services.

The County AOD Program Administrator shall attend any special meetings called by the Director of DHCS. Participation and representation shall also be provided by the County Behavioral Health Director's Association of California.

17. Nondiscrimination Notice, Nondiscrimination Statement and Taglines (45 C.F.R. § 92.8)

a. The Contractor shall post a DHCS-approved nondiscrimination notice and language taglines in at least the top 16 non-English languages in the State (as determined by DHCS), as well as large print, explaining the availability of free language assistance services. Including written translation and oral interpretation to understand the information provided and the toll-free and TTY/TDY telephone number of the Contractor's member/customer service unit, as follows:

1. In all conspicuous physical locations where the Contractor interacts with the public.

2. In a conspicuous location on the Contractor's website that is accessible on the Contractor's home page and in a manner that allows beneficiaries and prospective beneficiaries to easily locate the information.

3. In all significant publications and significant communications that are small-sized, such as postcards and tri-fold brochures.

b. The Contractor shall post a DHCS-approved nondiscrimination statement and language taglines in at least the top two non-English languages I the State (as determined by DHCS), explaining the availability of free language assistance services, and the toll-free and TTY/TDY telephone number of the Contractor's member/customer service unit, as follows:

1. In all significant publications and significant communications that are small-sized, such as postcards and tri-fold brochures.

c. The Contractor's nondiscrimination notice, nondiscrimination statement and language taglines must be in a conspicuously visible font size no smaller than 12 point. Any large print tagline required must be in a font size so smaller than 18 point and must include information on how to request auxiliary aids and services including the provision of the materials in alternative formats.

18. Discrimination Grievances (45 CFR §§ 92.7 and 92.8; W&I Code § 14029.91)

a. The Contractor shall designate a Discrimination Grievance Coordinator who is responsible for ensuring compliance with federal and state nondiscrimination requirements and investigating Discrimination Grievances related to any action that would be prohibited by or out of compliance with, federal or state nondiscrimination law.

b. The Contractor shall adopt Discrimination Grievance procedures that ensure the prompt and equitable resolution of discrimination-related complaints. The Contractor shall not require a beneficiary to file a Discrimination Grievance with the Contractor before filing the grievance directly with DHCS Office of Civil Rights and the U.S. Health and Human Service Office for Civil Rights.

c. The Contractor shall provide information to all beneficiaries and potential beneficiaries on how to file a Discrimination Grievance with:

1. The Contractor and DHCS if there is a concern of discrimination based on sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, gender, gender identity or sexual orientation.

d. The United States Department of Health and Human Services Office of Civil Rights if there is a concern of discrimination based on race, color, national origin, sex, age or

disability.

19. Performance Report

Subcontractor shall submit an annual Performance Report to Colusa County no later than sixty (60) days after the end of the fiscal year or the termination of this agreement, in the format specified by County. Such Performance Report shall be prepared in accordance with the requirements set forth by the Department of Health Care Services (DHCS). The Performance Report shall be the basis upon which a preliminary settlement will be made between the parties to this Contract.

20. Intravenous Drug Use (IVDU) Treatment

County shall ensure that individuals in need of IVDU treatment shall be encouraged to undergo AOD treatment (42 USC 300x-23 (45 CFR 96.126(e)).

21. Tuberculosis Treatment

County shall ensure the following related to Tuberculosis (TB):

a. Routinely make available TB services to individuals receiving treatment.

b. Reduce barriers to patients' accepting TB treatment.

c. Develop strategies to improve follow-up monitoring, particularly after patients leave treatment, by disseminating information through educational bulletins and technical assistance.

22. Hatch Act

County and Contractor agree to comply with the provisions of the Hatch Act (USC, Title 5, Part III, Subpart F., Chapter 73, Subchapter III), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

23. Limitation on Use of Funds for Promotion of Legalization of Controlled Substances

None of the funds made available through this Contract may be used for any activity that promotes the legalization of any drug or other substance included in Schedule I of Section 202 of the Controlled Substances Act (21 USC 812).

24. Marijuana Restriction

Grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Grant funds also cannot be provided to any individual who or

organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders.

25. Byrd Anti-Lobbying Amendment (31 USC 1352)

County and Subcontractor certify that they will not and have not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. County and Subcontractor shall also disclose to DHCS any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

C25-073

Third Modification Adult Rehabilitation Services Professional Agreement

This Third Modification of Adult Rehabilitation Services Agreement between County of Colusa ("County"), a political subdivision of the State of California, and Cache Creek Lodge, Inc. ("Contractor"), a California Corporation.

Background

On October 25, 2022, the parties executed Agreement No. C22-218 for the Contractor to provide the County with adult rehabilitation services.

On August 1, 2023, the parties executed the first modification C23-149 to extend the term and add Exhibit B-State Requirements and Exhibit C-HIPAA Business Associate Addendum to the agreement.

On August 6, 2024, the parties executed the second modification C24-104 to update Attachment A and extend the term of the agreement.

The parties now want to modify compensation and extend the term of the contract.

Modification

The parties agree to modify the Contract effective July 1, 2025, as follows:

1. Section 2, Term is modified by extending the termination date to June 30, 2026.
2. Section 3, Compensation is modified by increasing the not to exceed amount to $100,000 per fiscal year.
3. Attachment A, Scope of Services and Rates is replaced with an updated "Attachment A" Cost Sheet.

COUNTY OF COLUSA

Daurice K. Smith Date: 5/20/25
Daurice K. Smith, Chair

APPROVED AS TO FORM

Richard Stout, County Counsel

CACHE CREEK LODGE, INC.

Signature Date: 8/18/2025

Executive Director Norma Cordero
Printed Name and Title

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

Patricia R
Patricia Rodriguez, Deputy Clerk

C25-073

Exhibit "A"

CACHE CREEK LODGE, INC.

Residential and Sober Living Services

Cost Sheet **7/1/2025**

Mark all that Apply:

Population Served: ☐ **Male** ☐ Female ☒ Coed

Population(s) Accepted: ☒ PC290 ☒ PC288

Sober Living Environment (SLE): 24

Residential available site capacity Male: 30

Residential Female: 10

Mark all that Apply

☒ Rehabilitative services
☒ Counseling – Individual/Family/Group
☒ Employability and Job Development services and/or referrals
☒ Substance Use Disorder Assessment/Treatment Planning
☒ Cognitive and behavioral skills for stress & anger management
☒ Preventative and primary health care services and/or referrals
☒ General health education services and/or referrals
☒ Practical life skills counseling, educations, and training services
☒ Advocacy and referral

Residential Facility

Facility Name	Facility Address
Cache Creek Lodge, Inc	435 Aspen Street Woodland, CA 95695

Rate Per Day	Total Monthly Rate (30 Days)	Residential Bed Capacity
$ 180.00	$ 5,400.00	40

Sober Living Environment (SLE)

Facility Name	Facility Address
Cache Creek Lodge, Inc	453, 456,457,461,463 Aspen Street Woodland, CA 95695

Rate Per Day	SLE Bed Capacity
SLE	24
$ 70.00	
Pc 290/288	
$ 75.00	

Second Modification Adult Rehabilitation Services Professional Agreement

This Second Modification of Adult Rehabilitation Services Agreement between County of Colusa ("County"), a political subdivision of the State of California, and Cache Creek Lodge, Inc. ("Contractor"), a California Corporation.

Background

On October 25, 2022, the parties executed Agreement No. C22-218 for the Contractor to provide the County with adult rehabilitation services.

On August 1, 2023, the parties executed Agreement No. C23-149 to extend the term and add Exhibit B-State Requirements and Exhibit C-HIPAA Business Associate Addendum to the agreement.

The parties now want to modify Services to be Performed, Term, Compensation and Exhibit A of the Agreement.

Modification

The parties agree to modify the Agreement effective July 1, 2024, as follows:

1. Section 1 Services to be Performed, is modified as follows:
   "Contractor agrees at its own expense to furnish all equipment, labor and materials necessary to provide County with Substance Use Rehabilitation Services that are referred by the Colusa County Behavioral Health Department, as more specifically detailed in Attachment "A.""
2. Section 2 Term, is modified to extend the term through June 30, 2025.
3. Section 21, Delete Attachment A and replace with a NEW Attachment A, Scope of Work and Cost Sheet.

COUNTY OF COLUSA

Date: 8/6/24

Gary J. Evans, Board Chair

APPROVED AS TO FORM:

Richard Stout, County Counsel

CACHE CREEK LODGE, INC.

Date: 9/3/2024

Signature

Norma Ordaz Interim Executive Director

Printed Name and Title

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

Patricia Rodriguez, Deputy Clerk

C24-104

Attachment A

CACHE CREEK LODGE, INC.

Residential and Sober Living Services

Scope of Work and Cost Sheet **7/1/2024**

Mark all that Apply:

Population Served: ☐ **Male** ☐ Female ☒ Coed

Population(s) Accepted: ☒ PC290 ☒ PC288

Sober Living Environment (SLE): 24

Residential available site capacity Male: 30

Residential Female: 10

Mark all that Apply

☒ Rehabilitative services
☒ Counseling – Individual/Family/Group
☒ Employability and Job Development services and/or referrals
☒ Substance Use Disorder Assessment/Treatment Planning
☒ Cognitive and behavioral skills for stress & anger management
☒ Preventative and primary health care services and/or referrals
☒ General health education services and/or referrals
☒ Practical life skills counseling, educations, and training services
☒ Advocacy and referral

Residential Facility		
Facility Name	Facility Address	
Cache Creek Lodge, Inc	435 Aspen Street Woodland, CA 95695	
Rate Per Day	Total Monthly Rate (30 Days)	Residential Bed Capacity
$ 180.00	$ 5,400.00	40

Sober Living Environment (SLE)	
Facility Name	Facility Address
Cache Creek Lodge, Inc	453, 456,457,461,463 Aspen Street Woodland, CA 95695
Rate Per Day	SLE Bed Capacity
$ 70.00	24

First Modification Adult Rehabilitation Services Professional Agreement

This First Modification of Adult Rehabilitation Services Agreement between Colusa County (County), a political subdivision of the State of California, and Cache Creek Lodge, Inc. (Contractor), a California Corporation.

Background

On October 25, 2022, the parties executed Agreement C22-218 for the contractor to provide the County with adult rehabilitation services.

The parties now want to modify the Agreement to extend the term, and add Exhibits B and C to the Agreement

Modification

The parties agree to modify the Agreement effective July 1, 2023, as follows:

1. Section 2, Term of the agreement is modified to extend the term through June 30, 2024.
2. Section 21 Attachments is modified by adding Exhibit B-State Requirements and Exhibit C-HIPAA Business Associate Addendum to the agreement, attached hereto.

COUNTY OF COLUSA

Date: 8/1/23

Kent S. Boes, Board Chair

APPROVED AS TO FORM:

for

Richard Stout, County Counsel

CACHE CREEK LODGE, INC.

Norma Cordero Date: 8/14/2023

Signature

Norma Cordero Program Administrator

Printed Name and Title

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

Patricia R

Patricia Rodriguez, Deputy Clerk

EXHIBIT "B"

STATE REQUIREMENTS

A. Additional Contract Restrictions

This Contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress, or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this Contract in any manner.

B. No Unlawful Use or Unlawful Use Messages Regarding Drugs

The Contractor agrees that information produced through these funds, and which pertains to drugs and alcohol-related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol-related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (HSC Section 11999-11999.3). By signing this Contract, the Contractor agrees that it will enforce, and will require its subcontractors to enforce, these requirements.

C. Noncompliance with Reporting Requirements

The Contractor agrees that DHCS has the right to withhold payments until the Contractor has submitted any required data and reports to DHCS, as identified in Exhibit A, Attachment I, Part III - Reporting Requirements, or as identified in Document 1F(a), Reporting Requirements Matrix for Counties.

D. Health Insurance Portability and Accountability Act (HIPAA) of 1996

All work performed under this Contract is subject to HIPAA, County shall perform the work in compliance with all applicable provisions of HIPAA. As identified in Exhibit C, DHCS and County shall cooperate to assure mutual agreement as to those transactions between them, to which this provision applies. Refer to Exhibit C for additional information.

1. Trading Partner Requirements

a) No Changes. County hereby agrees that for the personal health information (Information), it will not change any definition, data condition or use of a data element or segment as proscribed in the Federal Health and Human Services (HHS) Transaction Standard Regulation (45 CFR 162.915 (a)).

b) No Additions. County hereby agrees that for the Information, it will not add any data elements or segments to the maximum data set as proscribed in the HHS Transaction Standard Regulation (45 CFR 162.915 (b)).

c) No Unauthorized Uses. County hereby agrees that for the Information, it will not use any code or data elements that either are marked "not used" in the HHS

Transaction's Implementation specification or are not in the HHS Transaction Standard's implementation specifications (45 CFR 162.915 (c)).

d) No Changes to Meaning or Intent. County hereby agrees that for the Information, it will not change the meaning or intent of any of the HHS Transaction Standard's implementation specification (45 CFR 162.915 (d)).

2. Concurrence for Test Modifications to HHS Transaction Standards

County agrees and understands that there exists the possibility that DHCS or others may request an extension from the uses of a standard in the HHS Transaction Standards. If this occurs, County agrees that it will participate in such test modifications.

3. Adequate Testing

County is responsible to adequately test all business rules appropriate to their types and specialties. If the County is acting as a clearinghouse for enrolled providers, County has obligations to adequately test all business rules appropriate to each and every provider type and specialty for which they provide clearinghouse services.

4. Deficiencies

County agrees to correct transactions, errors, or deficiencies identified by DHCS, and transactions errors or deficiencies identified by an enrolled provider if the County is acting as a clearinghouse for that provider. When County is a clearinghouse, County agrees to properly communicate deficiencies and other pertinent information regarding electronic transactions to enrolled providers for which they provide clearinghouse services.

5. Code Set Retention

Both parties understand and agree to keep open code sets being processed or used in this Contract for at least the current billing period or any appeal period, whichever is longer.

6. Data Transmission Log

Both parties shall establish and maintain a Data Transmission Log which shall record any and all Data Transmissions taking place between the Parties during the term of this Contract. Each party will take necessary and reasonable steps to ensure that such Data Transmission Logs constitute a current, accurate, complete, and unaltered record of any and all Data Transmissions between the parties, and shall be retained by each Party for no less than twenty-four (24) months following the date of the Data Transmission. The Data Transmission Log may be maintained on computer media or other suitable means provided that, if it is necessary to do so, the information contained in the Data Transmission Log may be retrieved in a timely manner and presented in readable form.

E. Counselor Certification

Any counselor or registrant providing intake, assessment of need for services, treatment or recovery planning, individual or group counseling to participants, patients, or residents in a DHCS licensed or certified program is required to be registered or certified as defined in Title 9, CCR, Division 4, Chapter 8, (Document 3H).

F. Cultural and Linguistic Proficiency

To ensure equal access to quality care by diverse populations, each DMC provider receiving funds from this Contract shall adopt the Federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards (Document 3V).

G. Trafficking Victims Protection Act of 2000

Contractor and its subcontractors that provide services covered by this Contract shall comply with the Trafficking Victims Protection Act of 2000 (22 USC 7104(g)) as amended by section 1702 of Pub. L. 112-239.

H. Tribal Communities and Organizations

The Contractor shall regularly assess (e.g. review population information available through Census Bureau, compare to information obtained in the CalOMS Treatment to determine whether the population is being reached, survey Tribal representatives for insight in potential barriers), the substance use service needs of the American Indian/Alaskan Native (AI/AN) population within the Contractor's geographic area, and shall engage in regular and meaningful consultation and collaboration with elected officials of the tribe, Rancheria, or their designee for the purpose of identifying issues/barriers to service delivery and improvement of the quality, effectiveness, and accessibility of services available to AI/NA communities within the County.

I. Perinatal Practice Guidelines

The Contractor will follow the guidelines in Document 1G, "Perinatal Practice Guidelines," in developing and implementing perinatal treatment and recovery programs funded under this Exhibit until new Perinatal Practice Guidelines are established and adopted. No formal amendment of the Contract is required for new guidelines to be incorporated into the Contract.

J. Adolescent Best Practices:

County must utilize DHCS guidelines in developing and implementing youth treatment programs funded under this Enclosure. The Adolescent Best Practices Guidelines can be found at:
https://www.dhcs.ca.gov/Documents/ CSD_CMHCS/Adol%20Best%20
Practices%2 0Guide/AdolBestPracGuide OCTOBER2020.pdf

K. Nondiscrimination in Employment and Services:

By signing this Contract, the Contractor certifies that under the laws of the United States and the State of California, incorporated into this Contract by reference and made a part hereof as if set forth in full, Contractor will not unlawfully discriminate against any person.

L. Federal Law Requirements:

1. Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally-funded programs.

2. Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination in the sale or rental of housing.

3. Age Discrimination Act of 1975 (45 CFR Part 90), as amended (42 USC Sections 6101 – 6107), which prohibits discrimination on the basis of age.

4. Age Discrimination in Employment Act (29 CFR Part 1625).

5. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.

6. Title II of the Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.

7. Title III of the Americans with Disabilities Act of 1990 (28 CFR Part 36) regarding access.

8. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.

9. Executive Order 11246, 42 USC 2000(e) et seq. and 41 CFR Part 60 regarding nondiscrimination in employment under federal contracts and construction contracts greater than $10,000 funded by federal financial assistance.

10. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.

11. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.

12. Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A – E).

M. State Law Requirements:

1. Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (2 Cal. Code Regs. 10000 et seq.).

2. Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.

3. Title 9, Division 4, Chapter 8 of the Cal Code Regs., commencing with Section 13060.

4. No federal funds shall be used by the County or its subcontractors for sectarian worship, instruction, or proselytization. No federal funds shall be used by the County or its subcontractors to provide direct, immediate, or substantial support to any religious activity.

5. Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for DHCS to withhold payments under this Contract or terminate all, or any type, of funding provided hereunder.

N. Additional Contract Restrictions

This Contract is subject to any additional restrictions, limitations, or conditions enacted by the federal or state governments that affect the provisions, terms, or funding of this Contract in any manner.

O. Information Access for Individuals with Limited English Proficiency and/or Disabilities

1. The Contractor shall comply with all applicable provisions of the Dymally-Alatorre Bilingual Services Act (Government Code sections 7290-7299.8) regarding access to materials that explain services available to the public as well as providing language interpretation services.

2. The Contractor shall comply with the applicable provisions of Section 1557 of the Affordable Care Act (45 CFR Part 92), including, but not limited to, 45 CFR 92.201, when providing access to:

   a) Materials explaining services available to the public

   b) Language assistance

   c) Language interpreter and translation services

   d) Video remote language interpreting services

3. The Contractor shall comply with the following language assistance and format requirements (42 CFR § 438.10; 45 CFR § 92.8; W&I Code §§ 14029.91 and 14029.92):

   a) The Contractor shall provide all written materials for potential beneficiaries and beneficiaries in a font size no smaller than 12 point.

   b) The Contractor shall ensure its written materials are available in alternative formats, including large print, upon request of the potential beneficiary or beneficiary at no costs. Large print means printed in a font size no smaller than 18 point.

c) The Contractor shall make its written materials that are critical to obtaining services available in the prevalent non-English languages in the county.

d) The Contractor shall notify beneficiaries and prospective beneficiaries that written translation is available in prevalent languages free of cost and how to access those materials.

i. The DHCS shall use the following methodology to identify the prevalent non-English languages spoken by beneficiaries and potential beneficiaries throughout the State and in the Contractor's service area:

1) A population group of mandatory eligible beneficiaries residing in the Contractor's service area who indicate their primary language as a language other than English and that meet a numeric threshold of 3,000 or five-percent (5%) of the eligible beneficiary population, whichever is lower; and

2) A population group of mandatory eligible beneficiaries residing in the Contractor's service area who indicate their primary language as a language other than English and who meet the concentration standards of 1,000 in a single zip code or 1,500 in two contiguous zip codes.

e) The Contractor shall notify its beneficiaries:

i. That oral interpretation is available for any language and written translation is available in prevalent languages to individuals whose primary language is not English. This may include, but is not limited to:

1) Qualified interpreters

2) Information written in other languages

ii. That auxiliary aids and services are available upon request and at no cost for beneficiaries with disabilities. Free aids and services may include, but are not limited to:

1) Qualified sign language interpreters

2) Written information in other formats (large print, audio, accessible electronic formats, other formats)

iii. How to access services.

P. Participation of County Behavioral Health Director's Association of California.

The County AOD Program Administrator shall participate and represent the County in meetings of the County Behavioral Health Director's Association of California for the purposes of representing the counties in their relationship with DHCS with respect to policies, standards, and administration for AOD abuse services.

The County AOD Program Administrator shall attend any special meetings called by the Director of DHCS. Participation and representation shall also be provided by the County Behavioral Health Director's Association of California.

Q. Nondiscrimination Notice, Nondiscrimination Statement and Taglines (45 C.F.R. § 92.8)

1) The Contractor shall post a DHCS-approved nondiscrimination notice and language taglines in at least the top 16 non-English languages in the State (as determined by DHCS), as well as large print, explaining the availability of free language assistance services. Including written translation and oral interpretation to understand the information provided and the toll-free and TTY/TDY telephone number of the Contractor's member/customer service unit, as follows:

   a) In all conspicuous physical locations where the Contractor interacts with the public.

   b) In a conspicuous location on the Contractor's website that is accessible on the Contractor's home page and in a manner that allows beneficiaries and prospective beneficiaries to easily locate the information.

   c) In all significant publications and significant communications that are small-sized, such as postcards and tri-fold brochures.

2) The Contractor shall post a DHCS-approved nondiscrimination statement and language taglines in at least the top two non-English languages I the State (as determined by DHCS), explaining the availability of free language assistance services, and the toll-free and TTY/TDY telephone number of the Contractor's member/customer service unit, as follows:

   a) In all significant publications and significant communications that are small-sized, such as postcards and tri-fold brochures.

3) The Contractor's nondiscrimination notice, nondiscrimination statement and language taglines must be in a conspicuously visible font size no smaller than 12 point. Any large print tagline required must be in a font size so smaller than 18 point and must include information on how to request auxiliary aids and services including the provision of the materials in alternative formats.

R. Discrimination Grievances (45 CFR §§ 92.7 and 92.8; W&I Code § 14029.91)

1) The Contractor shall designate a Discrimination Grievance Coordinator who is responsible for ensuring compliance with federal and state nondiscrimination requirements and investigating Discrimination Grievances related to any action that would be prohibited by or out of compliance with, federal or state nondiscrimination law.

2) The Contractor shall adopt Discrimination Grievance procedures that ensure the

prompt and equitable resolution of discrimination-related complaints. The Contractor shall not require a beneficiary to file a Discrimination Grievance with the Contractor before filing the grievance directly with DHCS Office of Civil Rights and the U.S. Health and Human Service Office for Civil Rights.

3) The Contractor shall provide information to all beneficiaries and potential beneficiaries on how to file a Discrimination Grievance with:

   a) The Contractor and DHCS if there is a concern of discrimination based on sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, gender, gender identity or sexual orientation.

   b) The United States Department of Health and Human Services Office of Civil Rights if there is a concern of discrimination based on race, color, national origin, sex, age or disability.

S. Performance Report

Subcontractor shall submit an annual Performance Report to Colusa County no later than sixty (60) days after the end of the fiscal year or the termination of this agreement, in the format specified by County. Such Performance Report shall be prepared in accordance with the requirements set forth by the Department of Health Care Services (DHCS). The Performance Report shall be the basis upon which a preliminary settlement will be made between the parties to this Contract.

T. Intravenous Drug Use (IVDU) Treatment

County shall ensure that individuals in need of IVDU treatment shall be encouraged to undergo AOD treatment (42 USC 300x-23 (45 CFR 96.126(e)).

EXHIBIT "C"

HIPAA BUSINESS ASSOCIATE ADDENDUM

The purpose of this Attachment is to satisfy certain standards and requirements of HIPAA and the HIPAA regulations, and other applicable laws.

Definitions

Catch-all definition:

The following terms used in this Attachment shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Specific definitions:

(a) Business Associate. "Business Associate" shall generally have the same meaning as the term "Business Associate" at 45 CFR 160.103., and in reference to the party to this Addendum, shall mean American Specialty Healthcare, Inc., doing business as Colusa Medical Center. Generally, a Business Associate provides services, arranges, performs or assists in the performance of functions or activities on behalf of the covered entity and creates, receives, maintains, transmits, uses or discloses PHI. County of Colusa (County) and Business Associate desire to protect the privacy and provide for the security of PHI created, received, maintained, transmitted, used or disclosed pursuant to this Addendum, in compliance with HIPAA and HIPAA regulations.

(b) Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this Addendum, shall mean County.

(c) Protected Health Information or PHI. "Protected Health Information" or "PHI" means any information, whether oral or recorded in any form or medium that relates to the past, present, or future physical or mental condition of an individual, the provision of health and dental care to an individual, or the past, present, or future payment for the provision of health and dental care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI shall have the meaning given to such term under HIPAA and HIPAA regulations, as the same may be amended from time to time.

(d) HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

(e) Data Aggregation. "Data Aggregation" shall have the meaning given to such term under the Privacy Rule, including but not limited to, 45 CFR Section 164.501.

(f) The terms used in this Exhibit, but not otherwise defined, shall have the same meanings as those terms are defined in the HIPAA regulations.

Obligations and Activities of Business Associate

Business Associate agrees to:

(a) Not use or disclose protected health information other than as permitted or required by the Addendum or as required by law;

(b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Addendum. Business Associate shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities, and which incorporates the requirements of section (k), below. Business Associate will provide County with its current and updated policies;

(c) Report to covered entity any use or disclosure of protected health information not provided for by the Addendum of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;

(d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;

(e) Within ten (10) days of receipt of a request from County make available protected health information in a designated record sent to the County as necessary to satisfy its obligations under 45 CFR 164.524;

(f) Within ten (10) days of receipt of a request from County make any amendment(s) to protected health information in a designated record set as directed or agreed to by County pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy County's obligations under 45 CFR 164.526;

(g) Maintain and make available within ten (10) days of receipt of a request from County information required to provide an accounting of disclosures to the individual as necessary to satisfy County's obligations under 45 CFR 164.528;

(h) To the extent the Business Associate is to carry out one or more of County's obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to County in the performance of such obligation(s);

(i) Request, use and disclose the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure; 45 CFR 164.514(d)(3);

(j) Make its internal practices, books, and records available to the County and Secretary for purposes of determining compliance with the HIPAA Rules within ten (10) days of request by County;

(k) The Business Associate shall take any and all steps necessary to ensure the continuous security of all computerized data systems containing County PHI. These steps shall include, at a minimum: Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III- *Security of Federal Automated Information Systems*, which sets forth guidelines for automated information systems in Federal agencies. It is expected the Business Associate will implement and maintain the most stringent means and system to safeguard and provide the highest level of protection for County PHI from breaches and security incidents.

(l) Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate or its subcontractors in violation of the requirements of this Exhibit.

Permitted Uses and Disclosures by Business Associate

(a) Business Associate may only use or disclose protected health information as necessary to provision of the services set forth in the Service Agreement. (Agreement) Further, the Business Associate is authorized to use protected health information to de-identify the information in accordance with 45 CFR 164.514(a)-(c).

(b) Business Associate may use or disclose protected health information as required by law.

(c) Business Associate agrees to make uses and disclosures and requests for protected health information consistent with County's minimum necessary policies and procedures.

(d) Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by covered entity, except for the specific uses and disclosures set forth below.

(e) Business Associate may disclose protected health information for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(f) Business Associate may provide data aggregation services relating to the health care operations of County.

Provisions for County to Inform Business Associate of Privacy Practices and Restrictions

(a) County shall notify Business Associate of any limitation(s) in the notice of privacy practices of covered entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of protected health information.

(b)County shall notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect Business Associate's use or disclosure of protected health information.

(c) County shall notify Business Associate of any restriction on the use or disclosure of protected health information that County has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of protected health information.

Permissible Requests by County

County shall not request Business Associate to use or disclose protected health information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by County, except if the Business Associate will use or disclose protected health information for, and the Agreement includes provisions for, data aggregation or management and administration and legal responsibilities of the Business Associate.

Term and Termination

(a) Term. The Term of this Addendum shall be effective as of the date of the Agreement, and shall terminate when the Agreement terminates or on the date County terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.

(b) Termination for Cause. Business Associate authorizes termination of this Addendum by County, if County determines Business Associate has violated a material term of the Addendum and Business Associate has not cured the breach or ended the violation within the time specified by County. County may in its discretion provide the Business Associate with an opportunity to cure a violation or breach of the contract before termination for cause.

(c) Obligations of Business Associate Upon Termination.

Upon termination of this Addendum for any reason, Business Associate, with respect to protected health information received from County, or created, maintained, or received by Business Associate on behalf of County, shall:

1. Retain only that protected health information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
2. Return to County or, if agreed to by County, destroy the remaining protected health information that the Business Associate still maintains in any form;
3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR

Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as Business Associate retains the protected health information;

4. Not use or disclose the protected health information retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at paragraphs (e) above under "Permitted Uses and Disclosures By Business Associate" which applied prior to termination; and
5. Return to County or, if agreed to by County, destroy the protected health information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities; or
6. At the request of County transmit the protected health information to another Business Associate of the County at termination, and/or could add terms regarding a Business Associate's obligations to obtain or ensure the destruction of protected health information created, received, or maintained by subcontractors.

(d) Survival. The obligations of Business Associate under this Section shall survive the termination of this Addendum.

Miscellaneous

(a) Regulatory References. A reference in this Addendum to a section in the HIPAA Rules means the section as in effect or as amended.

(b) Amendment. The Parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.

(c) Interpretation. Any ambiguity in this Addendum shall be interpreted to permit compliance with the HIPAA Rules. Except as specifically required to implement the purposes of this Addendum, or to the extent inconsistent with this Addendum, all other terms of the Agreement to which this Addendum is attached shall remain in effect.

(d) Ownership. County at all times owns the PHI shared pursuant to the terms of this Addendum.

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ADULT REHABILITATION SERVICES PROFESSIONAL AGREEMENT

This Adult Rehabilitation Services contract ("Contract") is between the County of Colusa ("County"), a political subdivision of the State of California and Cache Creek Lodge, Inc. ("Contractor"), a California Corporation.

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

2. **Term:** This Contract shall begin on October 1, 2022, and shall continue until all requested services are completed, but no later than June 30, 2023.

3. **Compensation:** County will pay Contractor compensation in the amount not to exceed One Hundred Thousand Dollars ($100,000.00) per fiscal year, as provided for in Attachment "A." Compensation will be paid in accordance with paragraph 4, Method of Payment.

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

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

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

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

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

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

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

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

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

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

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

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

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

   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.

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

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

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

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

If to County:
County of Colusa
Behavioral Health Department
Attn: Director
162 E. Carson Street
Colusa, CA 95932

If to Contractor:
Cache Creek Lodge, Inc.
Attn: Norma Cordero
435 Aspen Street
Woodland, CA 95695

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

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

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

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

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

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

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

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

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

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

    A. Attachment - Exhibit "A" Scope of Work

C22 218

COUNTY OF COLUSA

J. Merced Corona, Board Chair Date: 10/25/22

CACHE CREEK LODGE, INC

Signature Date: 11/1/2022

Printed Name and Title

for Coder Program Director 11/1/22 Director

APPROVED AS TO FORM

Richard Stout, County Counsel

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

By Melissa Kitts
Melissa Kitts, Deputy

C22-218

EXHIBIT "A"

Scope of Work & Cost Sheet

Mark all that Apply:

Population Served: ☒ **Male** ☐ Female ☒ Coed

Residential available site capacity Male: 30

Population(s) Accepted: ☒ PC290 ☒ PC288

Residential Female: 10

Wheelchair slots (0) Stairs Mobility Impaired slots (4) Walker or Cain Vision Impaired slots (0) No Alarms Hearing Impaired slots (0) No Alarms

SLE: 24

Mark all that Apply

☒ Rehabilitative services
☒ Counseling – Individual/Family/Group
☒ Employability and Job Development services and/or referrals
☒ Substance Use Disorder Assessment/Treatment Planning
☒ Cognitive and behavioral skills for stress & anger management
☒ Preventative and primary health care services and/or referrals
☒ General health education services and/or referrals
☒ Practical life skills counseling, educations, and training services
☒ Advocacy and referral
☒ Other:

_____

List all costs that make up the unit of service rate.

	ALL
Residential Facility Monthly	**$ 5,000**
Daily General Population	$ 166.67
PC 290/288	$ 176.67

SLE (Sober Living) Males Only	**$ 65**
Pc 290/288	$ 75

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/1/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: JFM	
Jay McDonnell Insurance 300 Carlsbad Village, #108A-294 Carlsbad, CA 92008 0650517	PHONE (A/C, No, Ext): 760-734-4406	FAX (A/C, No): 760-683-3095
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Nonprofits Insurance Alliance	10023
INSURED Cache Creek Lodge 435 Aspen St Woodland, CA 95695	INSURER B : Axis Insurance	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Soc. Serv. Prof. Liab. GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	y	n	2022-01609-NPO	9/3/2022	9/3/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 500,000 $ 20,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	N	2022-01609-NPO	9/3/2022	9/3/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	Y	N	2022-01609-NPO	9/3/2022	9/3/2023	EACH OCCURRENCE AGGREGATE $	$ 1,000,000 $ 1,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	Improper Sexual Conduct	Y	N	2022-01609-NPO	9/3/2022	9/3/2023	each occurence aggregate	250,000 250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is named as additional insured as respects their interests in the operations of the named insured.

B: Cyber Insurance CYB105678 R2 2/1/22 2/21/23 Each occurence/aggregate $1,000,000

CERTIFICATE HOLDER

Colusa County
540 Market St, Ste 102
Colusa, CA 95932

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/1/2022

PRODUCER
Jay McDonnell Insurance
300 Carlsbad Village, #108A-294
Carlsbad, CA 92008
760-734-4406

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Cache Creek Lodge

435 Aspen St
Woodland, CA 95695

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: Service American Indemnity Com	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY				EACH OCCURRENCE	$
		COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurence)	$
		CLAIMS MADE ☐ OCCUR ☐				MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
						GENERAL AGGREGATE	$
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$
		POLICY ☐ PRO-JECT ☐ LOC ☐					
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
		ANY AUTO				BODILY INJURY (Per person)	$
		ALL OWNED AUTOS					
		SCHEDULED AUTOS				BODILY INJURY (Per accident)	$
		HIRED AUTOS					
		NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		OCCUR ☐ CLAIMS MADE ☐				AGGREGATE	$
							$
		DEDUCTIBLE					$
		RETENTION $					$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	SATIS0400301	2/14/22	2/14/23	X WC STATU-TORY LIMITS ☐ OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$ 1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	$ 1,000,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Proof of insurance only

*10 day notice for non-payment of premium

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1988

Cache Creek Lodge, Inc.

CCL-218
10/25/22
BH

Colusa County

Agenda Request Form

Item ID#: 2025-113 **Agenda Date:** 12/16/2025 **Item 20**

BEHAVIORAL HEALTH (BH)

Approve fifth modification with **Skyway House Inc.**, for alcohol/drug abuse residential treatment services, effective December 16, 2025.

Detailed Description/Background of Request

Behavioral Health requests approval of a fifth modification to the contract with Skyway House to replace the current Attachment "D" (State Requirements) with an updated version. An audit conducted by the Department of Health Care Services (DHCS) for the Substance Use Prevention, Treatment, and Recovery Services Block Grant (SUBG) identified several areas requiring revisions to the State Requirements attachment. DHCS has reviewed and approved the revised Attachment "D."

Skyway House, located in Chico, CA, provides our county consumers with alcohol/drug abuse residential treatment services. Skyway House Residential Treatment facilities serve adult men and women ages 18 and up. All clients receive extensive, one-on-one case management tailored to their particular life situation and their needs. Clients participate in group and individual counseling, relapse prevention, anger management, life skills classes, and transitional planning. The core educational curriculum is evidence-based and is provided beyond all State licensing and certification requirements. Individual counseling is also provided weekly. Skyway House offers additional educational aspects based on the client needs.

Prior Board Action
C21-068, C22-102, C23-144, C24-068 and C25-097

Fiscal Impact/Funding Source
None

Action for the Clerk
Please obtain signatures, number contract and forward to:

Skyway House, Inc.
Attention: David Deichler, Executive Director
392 Connors Court, Suite C
Chico, CA 95926

Attachments:

1. 5th Mod_Skyway House
2. Attachment D State Requirements
3. C21-068 Skyway House
4. C22-102 1st Mod - Skyway House, Inc
5. C23-144 2nd Mod. Skyway House, Inc
6. C24-068 3rd Mod with Skyway House, Inc
7. C25-097 4th Mod. Skyway House Inc

Fifth Modification Alcohol/Drug Abuse Residential Treatment Services Contract

This Fifth Modification of Alcohol/Drug Abuse Residential Treatment Services Contract is between Colusa County (“County”), a political subdivision of the State of California, and Skyway House, Inc., ("Contractor") a California Corporation.

Background

On May 11, 2021, the parties executed Contract C21-068 for alcohol/drug abuse residential treatment services.

On June 7, 2022, the parties executed the First Modification (C22-102) to extend the term and replace Attachment “B” with a new Attachment “B”.

On August 1, 2023, the parties executed the Second Modification (C23-144) to extend the term, and replace Attachments "B" and "D" with new Attachments "B" and "D".

On May 21, 2024, the parties executed the Third Modification (C24-068) to increase the maximum compensation, extern the term and replace Attachment “B” with a new Attachment “B” FY 24/25 Rates.

On June 17, 2025, the parties executed the Fourth Modification (C25-097) to extend the term, and replace Attachment “B” with a new Attachment “B” FY2025/2026 Skyway House County Rates.

The parties now want to modify the Contract to replace Attachment “D” with a new Attachment “D”.

Modification

The parties agree to modify the Contract effective December 16, 2025, as follows:

1. Section 21, Attachments is updated by replacing Attachment “D” State Requirements with a new Attachment “D”.

Signatures on next page.

COUNTY OF COLUSA

_____Date:_____
Daurice K. Smith, Chair

APPROVED AS TO FORM

_____
Richard Stout, County Counsel

SKYWAY HOUSE, INC.

_____Date:_____
Signature

_____
Printed Name and Title

ATTEST: Joshua Pack, Clerk to the Board of Supervisors

_____
Patricia Rodriguez, Deputy Clerk

ATTACHMENT D

STATE REQUIREMENTS

1. Additional Contract Restrictions

This Contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress, or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this Contract in any manner.

2. No Unlawful Use or Unlawful Use Messages Regarding Drugs

County agrees that information produced through these funds, and which pertains to drugs and alcohol-related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol-related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (HSC, Division 10.7, Chapter 1429, Sections 11999-11999.3). By signing this Enclosure, County agrees that it will enforce, and will require its subcontractors to enforce, these requirements.

3. Noncompliance with Reporting Requirements

The Contractor agrees that DHCS has the right to withhold payments until the Contractor has submitted any required data and reports to DHCS, as identified in Exhibit A, Attachment I, Part III - Reporting Requirements, or as identified in Document 1F(a), Reporting Requirements Matrix for Counties.

4. Health Insurance Portability and Accountability Act (HIPAA) of 1996

All work performed under this Contract is subject to HIPAA, County shall perform the work in compliance with all applicable provisions of HIPAA. As identified in Exhibit C, DHCS and County shall cooperate to assure mutual agreement as to those transactions between them, to which this provision applies. Refer to Exhibit C for additional information.

a. Trading Partner Requirements

    1. No Changes. County hereby agrees that for the personal health information (Information), it will not change any definition, data condition or use of a data element or segment as proscribed in the Federal Health and Human Services (HHS) Transaction Standard Regulation (45 CFR 162.915 (a)).

    2. No Additions. County hereby agrees that for the Information, it will not add any data elements or segments to the maximum data set as proscribed in the HHS Transaction Standard Regulation (45 CFR 162.915 (b)).

3. No Unauthorized Uses. County hereby agrees that for the Information, it will not use any code or data elements that either are marked "not used" in the HHS Transaction's Implementation specification or are not in the HHS Transaction Standard's implementation specifications (45 CFR 162.915 (c)).

4. No Changes to Meaning or Intent. County hereby agrees that for the Information, it will not change the meaning or intent of any of the HHS Transaction Standard's implementation specification (45 CFR 162.915 (d)).

b. Concurrence for Test Modifications to HHS Transaction Standards

County agrees and understands that there exists the possibility that DHCS or others may request an extension from the uses of a standard in the HHS Transaction Standards. If this occurs, County agrees that it will participate in such test modifications.

c. Adequate Testing

County is responsible to adequately test all business rules appropriate to their types and specialties. If the County is acting as a clearinghouse for enrolled providers, County has obligations to adequately test all business rules appropriate to each and every provider type and specialty for which they provide clearinghouse services.

d. Deficiencies

County agrees to correct transactions, errors, or deficiencies identified by DHCS, and transactions errors or deficiencies identified by an enrolled provider if the County is acting as a clearinghouse for that provider. When County is a clearinghouse, County agrees to properly communicate deficiencies and other pertinent information regarding electronic transactions to enrolled providers for which they provide clearinghouse services.

e. Code Set Retention

Both parties understand and agree to keep open code sets being processed or used in this Contract for at least the current billing period or any appeal period, whichever is longer.

f. Data Transmission Log

Both parties shall establish and maintain a Data Transmission Log which shall record any and all Data Transmissions taking place between the Parties during the term of this Contract. Each party will take necessary and reasonable steps to ensure that such Data Transmission Logs constitute a current, accurate, complete, and unaltered record

of any and all Data Transmissions between the parties, and shall be retained by each Party for no less than twenty-four (24) months following the date of the Data Transmission. The Data Transmission Log may be maintained on computer media or other suitable means provided that, if it is necessary to do so, the information contained in the Data Transmission Log may be retrieved in a timely manner and presented in readable form.

5. Counselor Certification

Any counselor or registrant providing intake, assessment of need for services, treatment or recovery planning, individual or group counseling to participants, patients, or residents in a DHCS licensed or certified program is required to be registered or certified as defined in Title 9, CCR, Division 4, Chapter 8, (Document 3H).

6. Cultural and Linguistic Proficiency

To ensure equal access to quality care by diverse populations, each DMC provider receiving funds from this Contract shall adopt the Federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards (Document 3V).

7. Trafficking Victims Protection Act of 2000

County and its subcontractors that provide services covered by this Contract shall comply with the Trafficking Victims Protection Act of 2000 (USC, Title 22, Chapter 78, Section 7104) as amended by section 1702 of Pub. L. 112-239.

8. Tribal Communities and Organizations

County shall regularly review population information available through Census, compare to information obtained in the California Outcome Measurement System for Treatment (CalOMS-Tx) to determine whether the population is being reached, and survey Tribal representatives for insight in potential barriers to the substance use service needs of the American Indian/Alaskan Native (AI/AN) population within the County geographic area. Contractor shall also engage in regular and meaningful consultation and collaboration with elected officials of the tribe, Rancheria, or their designee for the purpose of identifying issues/barriers to service delivery and improvement of the quality, effectiveness, and accessibility of services available to AI/AN communities within the County.

9. Perinatal Practice Guidelines

The Contractor will follow the guidelines in Document 1G, “Perinatal Practice Guidelines,” in developing and implementing perinatal treatment and recovery programs funded under this Exhibit until new Perinatal Practice Guidelines are established and adopted. No formal amendment of the Contract is required for new guidelines to be incorporated into the Contract.

10. Adolescent Best Practices:

County must utilize DHCS guidelines in developing and implementing youth treatment programs funded under this Enclosure. The Adolescent Best Practices Guidelines can be found at:

https://www.dhcs.ca.gov/Documents/ CSD_CMHCS/Adol%20Best%20Practices%2 0Guide/AdolBestPracGuide OCTOBER2020.pdf

11. Nondiscrimination in Employment and Services:

By signing this Contract, the Contractor certifies that under the laws of the United States and the State of California, incorporated into this Contract by reference and made a part hereof as if set forth in full, Contractor will not unlawfully discriminate against any person.

12. Federal Law Requirements:

a. Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally-funded programs.

b. VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination in the sale or rental of housing.

c. Age Discrimination Act of 1975 (45 CFR Part 90), as amended (42 USC Sections 6101 – 6107), which prohibits discrimination on the basis of age.

d. Age Discrimination in Employment Act (29 CFR Part 1625).

e. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.

f. Title II of the Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.

g. Title III of the Americans with Disabilities Act of 1990 (28 CFR Part 36) regarding access.

h. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.

i. Executive Order 11246, 42 USC 2000(e) et seq. and 41 CFR Part 60 regarding nondiscrimination in employment under federal contracts and construction contracts greater than $10,000 funded by federal financial assistance.

j. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.

k. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.

l. Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A – E).

13. State Law Requirements:

a. Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (2 Cal. Code Regs. 10000 et seq.).

b. Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.

c. Title 9, Division 4, Chapter 8 of the Cal Code Regs., commencing with Section 13060.

d. No federal funds shall be used by the County or its subcontractors for sectarian worship, instruction, or proselytization. No federal funds shall be used by the County or its subcontractors to provide direct, immediate, or substantial support to any religious activity.

e. Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for DHCS to withhold payments under this Contract or terminate all, or any type, of funding provided hereunder.

14. Additional Contract Restrictions

This Contract is subject to any additional restrictions, limitations, or conditions enacted by the federal or state governments that affect the provisions, terms, or funding of this Contract in any manner.

15. Information Access for Individuals with Limited English Proficiency and/or Disabilities

a. The Contractor shall comply with all applicable provisions of the Dymally-Alatorre Bilingual Services Act (Government Code sections 7290-7299.8) regarding access to materials that explain services available to the public as well as providing language interpretation services.

b. The Contractor shall comply with the applicable provisions of Section 1557 of the Affordable Care Act (45 CFR Part 92), including, but not limited to, 45 CFR 92.201, when providing access to:

   1. Materials explaining services available to the public

   2. Language assistance

   3. Language interpreter and translation services

   4. Video remote language interpreting services

c. The Contractor shall comply with the following language assistance and format requirements (42 CFR § 438.10; 45 CFR § 92.8; W&I Code §§ 14029.91 and 14029.92):

   1. The Contractor shall provide all written materials for potential beneficiaries and beneficiaries in a font size no smaller than 12 point.

   2. The Contractor shall ensure its written materials are available in alternative formats, including large print, upon request of the potential beneficiary or beneficiary at no costs. Large print means printed in a font size no smaller than 18 point.

   3. The Contractor shall make its written materials that are critical to obtaining services available in the prevalent non-English languages in the county.

   4. The Contractor shall notify beneficiaries and prospective beneficiaries that written translation is available in prevalent languages free of cost and how to access those materials.

      i. The DHCS shall use the following methodology to identify the prevalent non-English languages spoken by beneficiaries and potential beneficiaries throughout the State and in the Contractor's service area:

         1) A population group of mandatory eligible beneficiaries residing in the Contractor's service area who indicate their primary language as a language other than English and that meet a numeric threshold of 3,000 or five-percent (5%) of the eligible beneficiary population, whichever is lower; and

         2) A population group of mandatory eligible beneficiaries residing in the Contractor's service area who indicate their primary language as a language other than English and who meet the concentration standards of 1,000 in a single zip code or 1,500 in two contiguous zip codes.

d. The Contractor shall notify its beneficiaries:

1. That oral interpretation is available for any language and written translation is available in prevalent languages to individuals whose primary language is not English. This may include, but is not limited to:

i. Qualified interpreters

ii. Information written in other languages

2. That auxiliary aids and services are available upon request and at no cost for beneficiaries with disabilities. Free aids and services may include, but are not limited to:

i. Qualified sign language interpreters

ii. Written information in other formats (large print, audio, accessible electronic formats, other formats)

3. How to access services.

16. Participation of County Behavioral Health Director's Association of California.

The County AOD Program Administrator shall participate and represent the County in meetings of the County Behavioral Health Director's Association of California for the purposes of representing the counties in their relationship with DHCS with respect to policies, standards, and administration for AOD abuse services.

The County AOD Program Administrator shall attend any special meetings called by the Director of DHCS. Participation and representation shall also be provided by the County Behavioral Health Director's Association of California.

17. Nondiscrimination Notice, Nondiscrimination Statement and Taglines (45 C.F.R. § 92.8)

a. The Contractor shall post a DHCS-approved nondiscrimination notice and language taglines in at least the top 16 non-English languages in the State (as determined by DHCS), as well as large print, explaining the availability of free language assistance services. Including written translation and oral interpretation to understand the information provided and the toll-free and TTY/TDY telephone number of the Contractor's member/customer service unit, as follows:

1. In all conspicuous physical locations where the Contractor interacts with the public.

2. In a conspicuous location on the Contractor's website that is accessible on the Contractor's home page and in a manner that allows beneficiaries and prospective beneficiaries to easily locate the information.

3. In all significant publications and significant communications that are small-sized, such as postcards and tri-fold brochures.

b. The Contractor shall post a DHCS-approved nondiscrimination statement and language taglines in at least the top two non-English languages I the State (as determined by DHCS), explaining the availability of free language assistance services, and the toll-free and TTY/TDY telephone number of the Contractor's member/customer service unit, as follows:

1. In all significant publications and significant communications that are small-sized, such as postcards and tri-fold brochures.

c. The Contractor's nondiscrimination notice, nondiscrimination statement and language taglines must be in a conspicuously visible font size no smaller than 12 point. Any large print tagline required must be in a font size so smaller than 18 point and must include information on how to request auxiliary aids and services including the provision of the materials in alternative formats.

18. Discrimination Grievances (45 CFR §§ 92.7 and 92.8; W&I Code § 14029.91)

a. The Contractor shall designate a Discrimination Grievance Coordinator who is responsible for ensuring compliance with federal and state nondiscrimination requirements and investigating Discrimination Grievances related to any action that would be prohibited by or out of compliance with, federal or state nondiscrimination law.

b. The Contractor shall adopt Discrimination Grievance procedures that ensure the prompt and equitable resolution of discrimination-related complaints. The Contractor shall not require a beneficiary to file a Discrimination Grievance with the Contractor before filing the grievance directly with DHCS Office of Civil Rights and the U.S. Health and Human Service Office for Civil Rights.

c. The Contractor shall provide information to all beneficiaries and potential beneficiaries on how to file a Discrimination Grievance with:

1. The Contractor and DHCS if there is a concern of discrimination based on sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, gender, gender identity or sexual orientation.

d. The United States Department of Health and Human Services Office of Civil Rights if there is a concern of discrimination based on race, color, national origin, sex, age or

disability.

19. Performance Report

Subcontractor shall submit an annual Performance Report to Colusa County no later than sixty (60) days after the end of the fiscal year or the termination of this agreement, in the format specified by County. Such Performance Report shall be prepared in accordance with the requirements set forth by the Department of Health Care Services (DHCS). The Performance Report shall be the basis upon which a preliminary settlement will be made between the parties to this Contract.

20. Intravenous Drug Use (IVDU) Treatment

County shall ensure that individuals in need of IVDU treatment shall be encouraged to undergo AOD treatment (42 USC 300x-23 (45 CFR 96.126(e)).

21. Tuberculosis Treatment

County shall ensure the following related to Tuberculosis (TB):

a. Routinely make available TB services to individuals receiving treatment.

b. Reduce barriers to patients' accepting TB treatment.

c. Develop strategies to improve follow-up monitoring, particularly after patients leave treatment, by disseminating information through educational bulletins and technical assistance.

22. Hatch Act

County and Contractor agree to comply with the provisions of the Hatch Act (USC, Title 5, Part III, Subpart F., Chapter 73, Subchapter III), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

23. Limitation on Use of Funds for Promotion of Legalization of Controlled Substances

None of the funds made available through this Contract may be used for any activity that promotes the legalization of any drug or other substance included in Schedule I of Section 202 of the Controlled Substances Act (21 USC 812).

24. Marijuana Restriction

Grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Grant funds also cannot be provided to any individual who or

organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders.

25. Byrd Anti-Lobbying Amendment (31 USC 1352)

County and Subcontractor certify that they will not and have not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. County and Subcontractor shall also disclose to DHCS any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

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Skyway House Residential Alcohol/Drug Treatment Services Contract

This Alcohol/Drug Abuse Residential Treatment Services Contract ("Contract") is between the County of Colusa ("County"), a political subdivision of the State of California and Skyway House, Inc., ("Contractor"), a California Corporation.

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

2. **Term:** This Contract shall begin on July 1, 2021and shall terminate on June 30, 2022.

3. **Compensation:** County will pay Contractor compensation not to exceed $120,000 per fiscal year, as provided for in Attachment "B." Compensation will be paid in accordance with paragraph 4, Method of Payment.

4. **Method of Payment:** Contractor shall bill monthly by invoice directed to the fiscal department. 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 ten (10) years, or for any longer period required by law, following audit, or from the date of final payment to Contractor under this Contract, whichever is later.

   A. Contractor shall maintain all documents and records which demonstrate performance under this Contract for a minimum period of ten (10) years, or for any longer period required by law, from the date of termination or completion of this Contract.

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

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

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

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 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 two million dollars ($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.

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

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

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

13. **Written Notification**: Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class mail. Any such notice, demand, etc., shall be

addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to County:	Colusa County Behavioral Health Attention: Director 162 E. Carson Street Colusa, CA 95932
If to Contractor:	Skyway House, Inc. 392 Connors Court, Suite C Chico, CA 95926 Attention: David Deichler, Executive Director

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

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

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

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

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

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

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

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

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

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

A. Attachment "A" Scope of Services
B. Attachment "B" Skyway House County Rates
C. Attachment "C" HIPAA Business Associate Addendum
D. Attachment "D" State Requirements

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COUNTY OF COLUSA

Gary J. Evans Date: 5/11/21

Gary J. Evans, Board Chair

SKYWAY HOUSE, INC.

Date: 5-17-21

Signature

David Dichter Executive Director

Printed Name and Title

APPROVED AS TO FORM

Margaret Long, Interim County Counsel

ATTEST: Wendy Tyler, Clerk of the Board of Supervisors

By Melissa Kitts

Melissa Kitts, Deputy

ATTACHMENT A

SCOPE OF SERVICES

Residential:

Skyway House Residential Treatment facilities serve adult men and women ages 18 and up. All clients receive extensive, one-on-one case management tailored to their particular life situation and their needs. Clients participate in group and individual counseling, relapses prevention, anger management, life skills classes, and transitional planning. Our core educational curriculum is evidence based and is provided beyond all State licensing and certification requirements. Individual counseling is also provided on a weekly basis. Skyway House offers additional educational aspects based on the client needs. These components may include, but are not limited to:

1. Parenting education
2. Behavioral Health Services
3. Grief Counseling
4. HIV/AIDS, Hepatitis-C and nutrition education

When Skyway House is not able to offer these services on site, community referrals may be employed.

Services are provided 24 hours a day, 365 days a year. Skyway House Residential Facility is located in Chico, CA and houses up to 20 adults.

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ATTACHMENT B

SKYWAY HOUSE COUNTY RATES
FY 2021/2022

	Daily Rate	Monthly Rate
Residential Treatment		
Minimum 30 Days/ Maximum 6mths	$134.42	$4,032.60
Intensive Outpatient	**Total Cost**	**Per Unit**
90 Day Program		
36 Groups, 13 Individual Sessions	$2,235	$75/Individual, $35/Group
Outpatient	**Total Cost**	**Per Unit**
90 Day Program		
12 Groups, 13 Individual Sessions	$1,395	$75/Individual, $35/Group

ATTACHMENT C

HIPAA BUSINESS ASSOCIATE ADDENDUM

The purpose of this Attachment is to satisfy certain standards and requirements of HIPAA and the HIPAA regulations, and other applicable laws.

Definitions

Catch-all definition:

The following terms used in this Attachment shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Specific definitions:

(a) Business Associate. "Business Associate" shall generally have the same meaning as the term "Business Associate" at 45 CFR 160.103. , and in reference to the party to this Addendum, shall mean Skyway House, Inc. Generally, a Business Associate provides services, arranges, performs or assists in the performance of functions or activities on behalf of the covered entity and creates, receives, maintains, transmits, uses or discloses PHI. County of Colusa (County) and Business Associate desire to protect the privacy and provide for the security of PHI created, received, maintained, transmitted, used or disclosed pursuant to this Addendum, in compliance with HIPAA and HIPAA regulations.

(b) Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this Addendum, shall mean County.

(c) Protected Health Information or PHI. "Protected Health Information" or "PHI" means any information, whether oral or recorded in any form or medium that relates to the past, present, or future physical or mental condition of an individual, the provision of health and dental care to an individual, or the past, present, or future payment for the provision of health and dental care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI shall have the meaning given to such term under HIPAA and HIPAA regulations, as the same may be amended from time to time.

(d) HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

(e) Data Aggregation. "Data Aggregation" shall have the meaning given to such term under the Privacy Rule, including but not limited to, 45 CFR Section 164.501.

(f) The terms used in this Exhibit, but not otherwise defined, shall have the same meanings as those terms are defined in the HIPAA regulations.

Obligations and Activities of Business Associate

Business Associate agrees to:

(a) Not use or disclose protected health information other than as permitted or required by the Addendum or as required by law;

(b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Addendum. Business Associate shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities, and which incorporates the requirements of section (k), below. Business Associate will provide County with its current and updated policies;

(c) Report to covered entity any use or disclosure of protected health information not provided for by the Addendum of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;

(d) In accordance with 45 CFR 164.502©(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;

(e) Within ten (10) days of receipt of a request from County make available protected health information in a designated record sent to the County as necessary to satisfy its obligations under 45 CFR 164.524;

(f) Within ten (10) days of receipt of a request from County make any amendment(s) to protected health information in a designated record set as directed or agreed to by County pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy County's obligations under 45 CFR 164.526;

(g) Maintain and make available within ten (10) days of receipt of a request from County information required to provide an accounting of disclosures to the individual as necessary to satisfy County's obligations under 45 CFR 164.528;

(h) To the extent the Business Associate is to carry out one or more of County's obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to County in the performance of such obligation(s);

(i) Request, use and disclose the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure; 45 CFR 164.514(d)(3);

(j) Make its internal practices, books, and records available to the County and Secretary for purposes of determining compliance with the HIPAA Rules within ten (10) days of request by County;

(k) The Business Associate shall take any and all steps necessary to ensure the continuous security of all computerized data systems containing County PHI. These steps shall include, at a minimum: Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III- *Security of Federal Automated Information Systems*, which sets forth guidelines for automated information systems in Federal agencies. It is expected the Business Associate will implement and maintain the most stringent means and system to safeguard and provide the highest level of protection for County PHI from breaches and security incidents.

(l) Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate or its subcontractors in violation of the requirements of this Exhibit.

Permitted Uses and Disclosures by Business Associate

(a) Business Associate may only use or disclose protected health information as necessary to provision of the services set forth in the Service Agreement. (Agreement) Further, the Business Associate is authorized to use protected health information to de-identify the information in accordance with 45 CFR 164.514(a)-(c).

(b) Business Associate may use or disclose protected health information as required by law.

(c) Business Associate agrees to make uses and disclosures and requests for protected health information consistent with County's minimum necessary policies and procedures.

(d) Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by covered entity, except for the specific uses and disclosures set forth below.

(e) Business Associate may disclose protected health information for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(f) Business Associate may provide data aggregation services relating to the health care operations of County.

Provisions for County to Inform Business Associate of Privacy Practices and Restrictions

(a) County shall notify Business Associate of any limitation(s) in the notice of privacy practices of covered entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of protected health information.

(b)County shall notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect Business Associate's use or disclosure of protected health information.

(c) County shall notify Business Associate of any restriction on the use or disclosure of protected health information that County has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of protected health information.

Permissible Requests by County

County shall not request Business Associate to use or disclose protected health information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by County, except if the Business Associate will use or disclose protected health information for, and the Agreement includes provisions for, data aggregation or management and administration and legal responsibilities of the Business Associate.

Term and Termination

(a) Term. The Term of this Addendum shall be effective as of the date of the Agreement, and shall terminate when the Agreement terminates or on the date County terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.

(b) Termination for Cause. Business Associate authorizes termination of this Addendum by County, if County determines Business Associate has violated a material term of the Addendum and Business Associate has not cured the breach or ended the violation within the time specified by County. County may in its discretion provide the Business Associate with an opportunity to cure a violation or breach of the contract before termination for cause.

(c) Obligations of Business Associate Upon Termination.

Upon termination of this Addendum for any reason, Business Associate, with respect to protected health information received from County, or created, maintained, or received by Business Associate on behalf of County, shall:

1. Retain only that protected health information which is necessary for Business

Associate to continue its proper management and administration or to carry out its legal responsibilities;

2. Return to County or, if agreed to by County, destroy the remaining protected health information that the Business Associate still maintains in any form;
3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as Business Associate retains the protected health information;
4. Not use or disclose the protected health information retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at paragraphs © above under "Permitted Uses and Disclosures By Business Associate" which applied prior to termination; and
5. Return to County or, if agreed to by County, destroy the protected health information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities; or
6. At the request of County transmit the protected health information to another Business Associate of the County at termination, and/or could add terms regarding a Business Associate's obligations to obtain or ensure the destruction of protected health information created, received, or maintained by subcontractors.

(d) Survival. The obligations of Business Associate under this Section shall survive the termination of this Addendum.

Miscellaneous

(a) Regulatory References. A reference in this Addendum to a section in the HIPAA Rules means the section as in effect or as amended.

(b) Amendment. The Parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.

(c) Interpretation. Any ambiguity in this Addendum shall be interpreted to permit compliance with the HIPAA Rules. Except as specifically required to implement the purposes of this Addendum, or to the extent inconsistent with this Addendum, all other terms of the Agreement to which this Addendum is attached shall remain in effect.

(d) Ownership. County at all times owns the PHI shared pursuant to the terms of this Addendum.

ATTACHMENT D

STATE REQUIREMENTS

A. Additional Contract Restrictions

This Contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress, or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this Contract in any manner.

B. No Unlawful Use or Unlawful Use Messages Regarding Drugs

The Contractor agrees that information produced through these funds, and which pertains to drugs and alcohol-related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol-related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (HSC Section 11999-11999.3). By signing this Contract, the Contractor agrees that it will enforce, and will require its subcontractors to enforce, these requirements.

C. Noncompliance with Reporting Requirements

The Contractor agrees that DHCS has the right to withhold payments until the Contractor has submitted any required data and reports to DHCS, as identified in Exhibit A, Attachment I, Part III - Reporting Requirements, or as identified in Document 1F(a), Reporting Requirements Matrix for Counties.

D. Health Insurance Portability and Accountability Act (HIPAA) of 1996

If any of the work performed under this Contract is subject to HIPAA, the Contractor shall perform the work in compliance with all applicable provisions of HIPAA. As identified in Exhibit F, DHCS and the Contractor shall cooperate to assure mutual agreement as to those transactions between them, to which this provision applies. Refer to Exhibit F for additional information.

1. Trading Partner Requirements

   a) No Changes. The Contractor hereby agrees that for the personal health information (Information), it will not change any definition, data condition or use of a data element or segment as proscribed in the Federal Health and Human Services (HHS) Transaction Standard Regulation (45 CFR 162.915 (a)).

   b) No Additions. The Contractor hereby agrees that for the Information, it will not add any data elements or segments to the maximum data set as proscribed in the HHS Transaction Standard Regulation (45 CFR 162.915 (b)).

c) No Unauthorized Uses. The Contractor hereby agrees that for the Information, it will not use any code or data elements that either are marked "not used" in the HHS Transaction's Implementation specification or are not in the HHS Transaction Standard's implementation specifications (45 CFR 162.915 (c)).

d) No Changes to Meaning or Intent. The Contractor hereby agrees that for the Information, it will not change the meaning or intent of any of the HHS Transaction Standard's implementation specification (45 CFR 162.915 (d)).

2. Concurrence for Test Modifications to HHS Transaction Standards

The Contractor agrees and understands that there exists the possibility that DHCS or others may request an extension from the uses of a standard in the HHS Transaction Standards. If this occurs, the Contractor agrees that it will participate in such test modifications.

3. Adequate Testing

The Contractor is responsible to adequately test all business rules appropriate to their types and specialties. If the Contractor is acting as a clearinghouse for enrolled providers, the Contractor has obligations to adequately test all business rules appropriate to each and every provider type and specialty for which they provide clearinghouse services.

4. Deficiencies

The Contractor agrees to correct transactions, errors, or deficiencies identified by DHCS, and transactions errors or deficiencies identified by an enrolled provider if the Contractor is acting as a clearinghouse for that provider. When County is a clearinghouse, then the Contractor agrees to properly communicate deficiencies and other pertinent information regarding electronic transactions to enrolled providers for which they provide clearinghouse services.

5. Code Set Retention

Both parties understand and agree to keep open code sets being processed or used in this Contract for at least the current billing period or any appeal period, whichever is longer.

6. Data Transmission Log

Both parties shall establish and maintain a Data Transmission Log which shall record any and all Data Transmissions taking place between the Parties during the term of this Contract. Each party will take necessary and reasonable steps to ensure that such Data Transmission Logs constitute a current, accurate, complete, and unaltered record of any and all Data Transmissions between the parties, and shall be retained by each Party for no

less than twenty-four (24) months following the date of the Data Transmission. The Data Transmission Log may be maintained on computer media or other suitable means provided that, if it is necessary to do so, the information contained in the Data Transmission Log may be retrieved in a timely manner and presented in readable form.

E. Counselor Certification

Any counselor or registrant providing intake, assessment of need for services, treatment or recovery planning, individual or group counseling to participants, patients, or residents in a DHCS licensed or certified program is required to be registered or certified as defined in Title 9, CCR, Division 4, Chapter 8, (Document 3H).

F. Cultural and Linguistic Proficiency

To ensure equal access to quality care by diverse populations, each DMC provider receiving funds from this Contract shall adopt the Federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards (Document 3V).

G. Trafficking Victims Protection Act of 2000

Contractor and its subcontractors that provide services covered by this Contract shall comply with the Trafficking Victims Protection Act of 2000 (22 USC 7104(g)) as amended by section 1702 of Pub. L. 112-239.

H. Tribal Communities and Organizations

The Contractor shall regularly assess (e.g. review population information available through Census Bureau, compare to information obtained in the CalOMS Treatment to determine whether the population is being reached, survey Tribal representatives for insight in potential barriers), the substance use service needs of the American Indian/Alaskan Native (AI/AN) population within the Contractor's geographic area, and shall engage in regular and meaningful consultation and collaboration with elected officials of the tribe, Rancheria, or their designee for the purpose of identifying issues/barriers to service delivery and improvement of the quality, effectiveness, and accessibility of services available to AI/NA communities within the County.

I. Perinatal Practice Guidelines

The Contractor will follow the guidelines in Document 1G, "Perinatal Practice Guidelines," in developing and implementing perinatal treatment and recovery programs funded under this Exhibit until new Perinatal Practice Guidelines are established and adopted. No formal amendment of the Contract is required for new guidelines to be incorporated into the Contract.

J. Youth Treatment Guidelines

The Contractor will follow the guidelines in Document 1V, "Youth Treatment Guidelines," in developing and implementing youth treatment programs funded under this Exhibit, until new Youth Treatment Guidelines are established and adopted. No formal amendment of this Contract is required for new guidelines to be incorporated into this Contract.

K. Nondiscrimination in Employment and Services

By signing this Contract, the Contractor certifies that under the laws of the United States and the State of California, incorporated into this Contract by reference and made a part hereof as if set forth in full, Contractor will not unlawfully discriminate against any person.

L. Federal Law Requirements:

1. Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally-funded programs.

2. Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination in the sale or rental of housing.

3. Age Discrimination Act of 1975 (45 CFR Part 90), as amended (42 USC Sections 6101 – 6107), which prohibits discrimination on the basis of age.

4. Age Discrimination in Employment Act (29 CFR Part 1625).

5. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.

6. Title II of the Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.

7. Title III of the Americans with Disabilities Act of 1990 (28 CFR Part 36) regarding access.

8. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.

9. Executive Order 11246, 42 USC 2000(e) et seq. and 41 CFR Part 60 regarding nondiscrimination in employment under federal contracts and construction contracts greater than $10,000 funded by federal financial assistance.

10. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.

11. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.

12. Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A – E).

M. State Law Requirements:

1. Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (2 Cal. Code Regs. 10000 et seq.).

2. Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.

3. Title 9, Division 4, Chapter 8 of the Cal Code Regs., commencing with Section 13060.

4. No state, federal, or County Realignment funds shall be used by the Contractor or its subcontractors for sectarian worship, instruction, or proselytization. No state funds shall be used by the Contractor or its subcontractors to provide direct, immediate, or substantial support to any religious activity.

5. Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for DHCS to withhold payments under this Contract or terminate all, or any type, of funding provided hereunder.

N. Additional Contract Restrictions

This Contract is subject to any additional restrictions, limitations, or conditions enacted by the federal or state governments that affect the provisions, terms, or funding of this Contract in any manner.

O. Information Access for Individuals with Limited English Proficiency and/or Disabilities

1. The Contractor shall comply with all applicable provisions of the Dymally-Alatorre Bilingual Services Act (Government Code sections 7290-7299.8) regarding access to materials that explain services available to the public as well as providing language interpretation services.

2. The Contractor shall comply with the applicable provisions of Section 1557 of the Affordable Care Act (45 CFR Part 92), including, but not limited to, 45 CFR 92.201, when providing access to:

    a) Materials explaining services available to the public

    b) Language assistance

c) Language interpreter and translation services

d) Video remote language interpreting services

3. The Contractor shall comply with the following language assistance and format requirements (42 CFR § 438.10; 45 CFR § 92.8; W&I Code §§ 14029.91 and 14029.92):

a) The Contractor shall provide all written materials for potential beneficiaries and beneficiaries in a font size no smaller than 12 point.

b) The Contractor shall ensure its written materials are available in alternative formats, including large print, upon request of the potential beneficiary or beneficiary at no costs. Large print means printed in a font size no smaller than 18 point.

c) The Contractor shall make its written materials that are critical to obtaining services available in the prevalent non-English languages in the county.

d) The Contractor shall notify beneficiaries and prospective beneficiaries that written translation is available in prevalent languages free of cost and how to access those materials.

i. The DHCS shall use the following methodology to identify the prevalent non-English languages spoken by beneficiaries and potential beneficiaries throughout the State and in the Contractor's service area:

1) A population group of mandatory eligible beneficiaries residing in the Contractor's service area who indicate their primary language as a language other than English and that meet a numeric threshold of 3,000 or five-percent (5%) of the eligible beneficiary population, whichever is lower; and

2) A population group of mandatory eligible beneficiaries residing in the Contractor's service area who indicate their primary language as a language other than English and who meet the concentration standards of 1,000 in a single zip code or 1,500 in two contiguous zip codes.

e) The Contractor shall notify its beneficiaries:

i. That oral interpretation is available for any language and written translation is available in prevalent languages to individuals whose primary language is not English. This may include, but is not limited to:

1) Qualified interpreters

2) Information written in other languages

ii. That auxiliary aids and services are available upon request and at no cost for beneficiaries with disabilities. Free aids and services may include, but are not limited to:

1) Qualified sign language interpreters

2) Written information in other formats (large print, audio, accessible electronic formats, other formats)

iii. How to access services.

P. Participation of County Behavioral Health Director's Association of California.

The County AOD Program Administrator shall participate and represent the County in meetings of the County Behavioral Health Director's Association of California for the purposes of representing the counties in their relationship with DHCS with respect to policies, standards, and administration for AOD abuse services.

The County AOD Program Administrator shall attend any special meetings called by the Director of DHCS. Participation and representation shall also be provided by the County Behavioral Health Director's Association of California.

Q. Nondiscrimination Notice, Nondiscrimination Statement and Taglines (45 C.F.R. § 92.8)

1) The Contractor shall post a DHCS-approved nondiscrimination notice and language taglines in at least the top 16 non-English languages in the State (as determined by DHCS), as well as large print, explaining the availability of free language assistance services. Including written translation and oral interpretation to understand the information provided and the toll-free and TTY/TDY telephone number of the Contractor's member/customer service unit, as follows:

a) In all conspicuous physical locations where the Contractor interacts with the public.

b) In a conspicuous location on the Contractor's website that is accessible on the Contractor's home page and in a manner that allows beneficiaries and prospective beneficiaries to easily locate the information.

c) In all significant publications and significant communications that are small-sized, such as postcards and tri-fold brochures.

2) The Contractor shall post a DHCS-approved nondiscrimination statement and language taglines in at least the top two non-English languages I the State (as determined by DHCS), explaining the availability of free language assistance services,

and the toll-free and TTY/TDY telephone number of the Contractor's member/customer service unit, as follows:

a) In all significant publications and significant communications that are small-sized, such as postcards and tri-fold brochures.

3) The Contractor's nondiscrimination notice, nondiscrimination statement and language taglines must be in a conspicuously visible font size no smaller than 12 point. Any large print tagline required must be in a font size so smaller than 18 point and must include information on how to request auxiliary aids and services including the provision of the materials in alternative formats.

R. Discrimination Grievances (45 CFR §§ 92.7 and 92.8; W&I Code § 14029.91)

1) The Contractor shall designate a Discrimination Grievance Coordinator who is responsible for ensuring compliance with federal and state nondiscrimination requirements and investigating Discrimination Grievances related to any action that would be prohibited by or out of compliance with, federal or state nondiscrimination law.

2) The Contractor shall adopt Discrimination Grievance procedures that ensure the prompt and equitable resolution of discrimination-related complaints. The Contractor shall not require a beneficiary to file a Discrimination Grievance with the Contractor before filing the grievance directly with DHCS Office of Civil Rights and the U.S. Health and Human Service Office for Civil Rights.

3) The Contractor shall provide information to all beneficiaries and potential beneficiaries on how to file a Discrimination Grievance with:

a) The Contractor and DHCS if there is a concern of discrimination based on sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, gender, gender identity or sexual orientation.

b) The United States Department of Health and Human Services Office of Civil Rights if there is a concern of discrimination based on race, color, national origin, sex, age or disability.

S. Performance Report

Subcontractor shall submit an annual Performance Report to Colusa County no later than sixty (60) days after the end of the fiscal year or the termination of this agreement, in the format specified by County. Such Performance Report shall be prepared in accordance with the requirements set forth by the Department of Health Care Services (DHCS). The Performance Report shall be the basis upon which a preliminary settlement will be made between the parties to this Contract.

Skyway House

C21-068
5/11/21
Behavioral Health

RECEIVED
JUL 22 2021
COUNTY OF COLUSA
BOARD OF SUPERVISORS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/16/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
InterWest Insurance Services, LLC
P.O. Box 8110
Chico CA 95927-8110

JUL 22 2021
COLUSA COUNTY
BEHAVIORAL HEALTH
License#: 0B01094

CONTACT NAME: Erica Shaw, ARM, AAI, AIS, CPIW
PHONE (A/C, No, Ext): 916-609-8354 **FAX (A/C, No):**
E-MAIL ADDRESS: eshaw@iwins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Nonprofits' Insurance Alliance of California	11845
INSURER B : National Casualty Company	11991
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Skyway House, Inc.
Attn: David Deichler, Exec. Dir.
392 Connors Court Suite C
Chico CA 95926
SKYWHOU-01

COVERAGES **CERTIFICATE NUMBER:** 1873740049 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y	Y	202106476	7/7/2021	7/7/2022	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 20,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER:						LIQUOR LIABILITY	$ 1,000,000
A	AUTOMOBILE LIABILITY			202106476	7/7/2021	7/7/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$ 1,000,000
	OWNED AUTOS ONLY X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$ 1,000,000
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			202106476UMB	7/7/2021	7/7/2022	EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 2,000,000
	DED X RETENTION $ 0							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			WCNCC312294	6/30/2021	6/30/2022	PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Improper Sexual Conduct Social Serivce Professional			202106476	7/7/2021	7/7/2022	Aggregate/Each Claim Aggregate/Each Event	$3M/$1M $3M/$1M

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder as additional insured respects liability only when required by written contract or agreement per the attached policy forms.
County of Colusa, Colusa County Behavioral Health its officers, directors and employees are named as an Additional Insured in respects to General Liability with Primary & Non-Contributory and Waiver of Subrogation status being applied, only for the Named Insured's normal work when required by written contract, permit or agreement as stated in the following policy forms. RE: Annual Written Contract. Policy cancellation terms apply per policy form.

CERTIFICATE HOLDER

County of Colusa
Colusa County Behavioral Health
162 E. Carson Street
Colusa CA 95932

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Erica Shaw

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.	All insured premises and operations.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

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2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.	All insured premises and operations.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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NONPROFITS INSURANCE
ALLIANCE OF CALIFORNIA
A Head for Insurance. A Heart for Nonprofits.

POLICY NUMBER: 2021-06476

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT FOR PUBLIC ENTITIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

A. Section II – WHO IS AN INSURED is amended to include:

4. Any public entity as an additional insured, and the officers, officials, employees, agents and/or volunteers of that public entity, as applicable, who may be named in the Schedule above, when you have agreed in a written contract or written agreement presently in effect or becoming effective during the term of this policy, that such public entity and/or its officers, officials, employees, agents and/or volunteers be added as an additional insured(s) on your policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

a. Your negligent acts or omissions; or
b. The negligent acts or omissions of those acting on your behalf;

in the performance of your ongoing operations.

No such public entity or individual is an additional insured for liability arising out of the sole negligence by that public entity or its designated individuals. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

B. Section III – LIMITS OF INSURANCE is amended to include:

8. The limits of insurance applicable to the public entity and applicable individuals identified as an additional insured(s) pursuant to Provision A.4. above, are those specified in the written contract between you and that public entity, or the limits available under this policy, whichever are less. These limits are part of and not in addition to the limits of insurance under this policy.

C. With respect to the insurance provided to the additional insured(s), **Condition 4. Other Insurance of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced by the following:

4. Other Insurance

a. Primary Insurance

This insurance is primary if you have agreed in a written contract or written agreement:

(1) That this insurance be primary. If other insurance is also primary, we will share with all that other insurance as described in **c.** below; or

(2) The coverage afforded by this insurance is primary and non-contributory with the additional insured(s)' own insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured(s) has been added as an additional insured or to other insurance described in paragraph **b.** below.

b. Excess Insurance

This insurance is excess over:

1. Any of the other insurance, whether primary, excess, contingent or on any other basis:
   (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
   (b) That is fire, lightning, or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;
   (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises temporarily occupied by you with permission of the owner; or
   (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE**.
   (e) Any other insurance available to an additional insured(s) under this Endorsement covering liability for damages which are subject to this endorsement and for which the additional insured(s) has been added as an additional insured by that other insurance.

(1) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the additional insured(s) against any "suit" if any other insurer has a duty to defend the additional insured(s) against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured(s)' rights against all those other insurers.

(2) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
   (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
   (b) The total of all deductible and self-insured amounts under all that other insurance.

(3) We will share the remaining loss, if any, with any other insurance that is not described in this **Excess Insurance** provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Methods of Sharing

If all of the other insurance available to the additional insured(s) permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any other the other insurance available to the additional insured(s) does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

NONPROFITS INSURANCE
ALLIANCE OF CALIFORNIA
A Head for Insurance. A Heart for Nonprofits.

POLICY NUMBER: 2021-06476
NAMED INSURED: Skyway House

FORM: NIAC-E26 11 17

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SOCIAL SERVICE PROFESSIONAL LIABILITY COVERAGE FORM

SCHEDULE

Name of Person or Organization:

Where you are so required in a written contract or agreement currently in effect or becoming effective during the term of this policy, we waive any right of recovery we may have against that person or organization, who may be named in the schedule above, because of payments we make for injury or damage.

First Modification Alcohol/Drug Abuse Residential Treatment Services Contract

This First Modification of Alcohol/Drug Abuse Residential Treatment Services Contract is between Colusa County (County), a political subdivision of the State of California, and Skyway House, Inc., ("Contractor") a California Corporation.

Background

On May 11, 2021, the parties executed Contract C21-068 for alcohol/drug abuse residential treatment services.

The parties now want to modify the Contract to extend the term and replace Attachment B with a new Attachment B.

Modification

The parties agree to modify the Contract effective July 1, 2022, as follows:

1. Section 2, Term is modified to extend the term of the contract from June 30, 2022 to June 30, 2023.
2. Section 21, Attachments is modified by deleting Attachment B Skyway House County Rates FY 2021/2022 in its entirety and replacing with a NEW Attachment B Skyway House County Rates FY 2022/2023, attached hereto.

COUNTY OF COLUSA

_____ Date 6/7/22
J. Merced Corona, Chair

APPROVED AS TO FORM

_____
Richard Stout, County Counsel

SKYWAY HOUSE, INC.

_____ Date 6/13/22
Signature

David Dechler Executive Director
Printed Name and Title

ATTEST: Wendy G. Tyler,

Melissa Keith
Melissa Kitts, Deputy Clerk

ATTACHMENT B

SKYWAY HOUSE COUNTY RATES
Fy2022/2023

Residential Treatment	**Daily Rate**	
Minimum 30 Days/Maximum 6 mnths	$143.10	
Intensive Outpatient	**Total Cost**	**Per Unit**
90 Day Program 36 Groups, 13 Individual Sessions	$2,480	$80/Individual, $40/Group
Outpatient	**Total Cost**	**Per Unit**
90 Day Program 12 Groups, 13 Individual Sessions	$1,520	$80/Individual, 44/Group

Skyway House, Inc.

C22-107
6/7/22
Behavioral Health

Second Modification Alcohol/Drug Abuse Residential Treatment Services Contract

This Second Modification of Alcohol/Drug Abuse Residential Treatment Services Contract is between Colusa County (County), a political subdivision of the State of California, and Skyway House, Inc., ("Contractor") a California Corporation.

Background

On May 11, 2021, the parties executed Contract C21-068 for alcohol/drug abuse residential treatment services.

On June 7, 2022, the parties executed the 1st Modification to extend the term and replace Attachment B with a new Attachment B.

The parties now want to modify the Contract to extend the term and replace Attachments B and D with a new Attachments B and D.

The contractor has continued to provide services under the terms and conditions of the expired contract.

Modification

The parties agree to modify the Contract effective July 1, 2023, as follows:

1. Section 2, Term is modified to extend the term of the contract from June 30, 2023 to June 30, 2024.
2. Section 21, Attachments is modified by deleting Attachment B FY 22/23 Rates and Attachment D State Requirements and replacing with a NEW Attachment B FY 23/24 Rates and Attachment D State Requirements, attached hereto.

COUNTY OF COLUSA

Date 8/1/23

Kent S. Boes, Chair

APPROVED AS TO FORM

for

Richard Stout, County Counsel

SKYWAY HOUSE, INC.

Date 8/9/23

Signature

David Duchler Executive Director

Printed Name and Title

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

Patricia Rodriguez, Deputy Clerk

C23-144

ATTACHMENT B

SKYWAY HOUSE COUNTY RATES
FY 2023/2024

	Daily Rate	
Residential Treatment		
Minimum 30 Days/ Maximum 6mths	$143.10	
Intensive Outpatient	**Total Cost**	**Per Unit**
90 Day Program 36 Groups, 13 Individual Sessions	$2,480	$80/Individual, $40/Group
Outpatient	**Total Cost**	**Per Unit**
90 Day Program 12 Groups, 13 Individual Sessions	$1,520	$80/Individual, $40/Group

ATTACHMENT D

C23-144

A. Additional Contract Restrictions

This Contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress, or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this Contract in any manner.

B. No Unlawful Use or Unlawful Use Messages Regarding Drugs

The Contractor agrees that information produced through these funds, and which pertains to drugs and alcohol-related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol-related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (HSC Section 11999-11999.3). By signing this Contract, the Contractor agrees that it will enforce, and will require its subcontractors to enforce, these requirements.

C. Noncompliance with Reporting Requirements

The Contractor agrees that DHCS has the right to withhold payments until the Contractor has submitted any required data and reports to DHCS, as identified in Exhibit A, Attachment I, Part III - Reporting Requirements, or as identified in Document 1F(a), Reporting Requirements Matrix for Counties.

D. Health Insurance Portability and Accountability Act (HIPAA) of 1996

All work performed under this Contract is subject to HIPAA, County shall perform the work in compliance with all applicable provisions of HIPAA. As identified in Exhibit C, DHCS and County shall cooperate to assure mutual agreement as to those transactions between them, to which this provision applies. Refer to Exhibit C for additional information.

1. Trading Partner Requirements

   a) No Changes. County hereby agrees that for the personal health information (Information), it will not change any definition, data condition or use of a data element or segment as proscribed in the Federal Health and Human Services (HHS) Transaction Standard Regulation (45 CFR 162.915 (a)).

   b) No Additions. County hereby agrees that for the Information, it will not add any data elements or segments to the maximum data set as proscribed in the HHS Transaction Standard Regulation (45 CFR 162.915 (b)).

c) No Unauthorized Uses. County hereby agrees that for the Information, it will not use any code or data elements that either are marked "not used" in the HHS Transaction's Implementation specification or are not in the HHS Transaction Standard's implementation specifications (45 CFR 162.915 (c)).

d) No Changes to Meaning or Intent. County hereby agrees that for the Information, it will not change the meaning or intent of any of the HHS Transaction Standard's implementation specification (45 CFR 162.915 (d)).

2. Concurrence for Test Modifications to HHS Transaction Standards

County agrees and understands that there exists the possibility that DHCS or others may request an extension from the uses of a standard in the HHS Transaction Standards. If this occurs, County agrees that it will participate in such test modifications.

3. Adequate Testing

County is responsible to adequately test all business rules appropriate to their types and specialties. If the County is acting as a clearinghouse for enrolled providers, County has obligations to adequately test all business rules appropriate to each and every provider type and specialty for which they provide clearinghouse services.

4. Deficiencies

County agrees to correct transactions, errors, or deficiencies identified by DHCS, and transactions errors or deficiencies identified by an enrolled provider if the County is acting as a clearinghouse for that provider. When County is a clearinghouse, County agrees to properly communicate deficiencies and other pertinent information regarding electronic transactions to enrolled providers for which they provide clearinghouse services.

5. Code Set Retention

Both parties understand and agree to keep open code sets being processed or used in this Contract for at least the current billing period or any appeal period, whichever is longer.

6. Data Transmission Log

Both parties shall establish and maintain a Data Transmission Log which shall record any and all Data Transmissions taking place between the Parties during the term of this Contract. Each party will take necessary and reasonable steps to ensure that such Data Transmission Logs constitute a current, accurate, complete, and unaltered record of any and all Data Transmissions between the parties, and shall be retained by each Party for no less than twenty-four (24) months following the date of the Data Transmission. The Data Transmission Log may be maintained on computer media or other suitable means provided that, if it is necessary to do so, the information contained in the Data Transmission Log may be retrieved in a timely manner and presented in readable form.

E. Counselor Certification

Any counselor or registrant providing intake, assessment of need for services, treatment or recovery planning, individual or group counseling to participants, patients, or residents in a DHCS licensed or certified program is required to be registered or certified as defined in Title 9, CCR, Division 4, Chapter 8, (Document 3H).

F. Cultural and Linguistic Proficiency

To ensure equal access to quality care by diverse populations, each DMC provider receiving funds from this Contract shall adopt the Federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards (Document 3V).

G. Trafficking Victims Protection Act of 2000

Contractor and its subcontractors that provide services covered by this Contract shall comply with the Trafficking Victims Protection Act of 2000 (22 USC 7104(g)) as amended by section 1702 of Pub. L. 112-239.

H. Tribal Communities and Organizations

The Contractor shall regularly assess (e.g. review population information available through Census Bureau, compare to information obtained in the CalOMS Treatment to determine whether the population is being reached, survey Tribal representatives for insight in potential barriers), the substance use service needs of the American Indian/Alaskan Native (AI/AN) population within the Contractor's geographic area, and shall engage in regular and meaningful consultation and collaboration with elected officials of the tribe, Rancheria, or their designee for the purpose of identifying issues/barriers to service delivery and improvement of the quality, effectiveness, and accessibility of services available to AI/NA communities within the County.

I. Perinatal Practice Guidelines

The Contractor will follow the guidelines in Document 1G, "Perinatal Practice Guidelines," in developing and implementing perinatal treatment and recovery programs funded under this Exhibit until new Perinatal Practice Guidelines are established and adopted. No formal amendment of the Contract is required for new guidelines to be incorporated into the Contract.

J. Adolescent Best Practices:

County must utilize DHCS guidelines in developing and implementing youth treatment programs funded under this Enclosure. The Adolescent Best Practices Guidelines can be found at:
https://www.dhcs.ca.gov/Documents/ CSD_CMHCS/Adol%20Best%20

Practices%2 0Guide/AdolBestPracGuide OCTOBER2020 pdf

K. Nondiscrimination in Employment and Services:

By signing this Contract, the Contractor certifies that under the laws of the United States and the State of California, incorporated into this Contract by reference and made a part hereof as if set forth in full, Contractor will not unlawfully discriminate against any person.

L. Federal Law Requirements:

1. Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally-funded programs.

2. Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination in the sale or rental of housing.

3. Age Discrimination Act of 1975 (45 CFR Part 90), as amended (42 USC Sections 6101 – 6107), which prohibits discrimination on the basis of age.

4. Age Discrimination in Employment Act (29 CFR Part 1625).

5. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.

6. Title II of the Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.

7. Title III of the Americans with Disabilities Act of 1990 (28 CFR Part 36) regarding access.

8. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.

9. Executive Order 11246, 42 USC 2000(e) et seq. and 41 CFR Part 60 regarding nondiscrimination in employment under federal contracts and construction contracts greater than $10,000 funded by federal financial assistance.

10. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.

11. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.

12. Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A – E).

M. State Law Requirements:

1. Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (2 Cal. Code Regs. 10000 et seq.).

2. Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.

3. Title 9, Division 4, Chapter 8 of the Cal Code Regs., commencing with Section 13060.

4. No federal funds shall be used by the County or its subcontractors for sectarian worship, instruction, or proselytization. No federal funds shall be used by the County or its subcontractors to provide direct, immediate, or substantial support to any religious activity.

5. Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for DHCS to withhold payments under this Contract or terminate all, or any type, of funding provided hereunder.

N. Additional Contract Restrictions

This Contract is subject to any additional restrictions, limitations, or conditions enacted by the federal or state governments that affect the provisions, terms, or funding of this Contract in any manner.

O. Information Access for Individuals with Limited English Proficiency and/or Disabilities

1. The Contractor shall comply with all applicable provisions of the Dymally-Alatorre Bilingual Services Act (Government Code sections 7290-7299.8) regarding access to materials that explain services available to the public as well as providing language interpretation services.

2. The Contractor shall comply with the applicable provisions of Section 1557 of the Affordable Care Act (45 CFR Part 92), including, but not limited to, 45 CFR 92.201, when providing access to:

    a) Materials explaining services available to the public

    b) Language assistance

    c) Language interpreter and translation services

    d) Video remote language interpreting services

3. The Contractor shall comply with the following language assistance and format requirements (42 CFR § 438.10; 45 CFR § 92.8; W&I Code §§ 14029.91 and 14029.92):

    a) The Contractor shall provide all written materials for potential beneficiaries and beneficiaries in a font size no smaller than 12 point.

b) The Contractor shall ensure its written materials are available in alternative formats, including large print, upon request of the potential beneficiary or beneficiary at no costs. Large print means printed in a font size no smaller than 18 point.

c) The Contractor shall make its written materials that are critical to obtaining services available in the prevalent non-English languages in the county.

d) The Contractor shall notify beneficiaries and prospective beneficiaries that written translation is available in prevalent languages free of cost and how to access those materials.

i. The DHCS shall use the following methodology to identify the prevalent non-English languages spoken by beneficiaries and potential beneficiaries throughout the State and in the Contractor's service area:

1) A population group of mandatory eligible beneficiaries residing in the Contractor's service area who indicate their primary language as a language other than English and that meet a numeric threshold of 3,000 or five-percent (5%) of the eligible beneficiary population, whichever is lower; and

2) A population group of mandatory eligible beneficiaries residing in the Contractor's service area who indicate their primary language as a language other than English and who meet the concentration standards of 1,000 in a single zip code or 1,500 in two contiguous zip codes.

e) The Contractor shall notify its beneficiaries:

i. That oral interpretation is available for any language and written translation is available in prevalent languages to individuals whose primary language is not English. This may include, but is not limited to:

1) Qualified interpreters

2) Information written in other languages

ii. That auxiliary aids and services are available upon request and at no cost for beneficiaries with disabilities. Free aids and services may include, but are not limited to:

1) Qualified sign language interpreters

2) Written information in other formats (large print, audio, accessible electronic formats, other formats)

iii. How to access services.

P. Participation of County Behavioral Health Director's Association of California.

The County AOD Program Administrator shall participate and represent the County in meetings of the County Behavioral Health Director's Association of California for the purposes of representing the counties in their relationship with DHCS with respect to policies, standards, and administration for AOD abuse services.

The County AOD Program Administrator shall attend any special meetings called by the Director of DHCS. Participation and representation shall also be provided by the County Behavioral Health Director's Association of California.

Q. Nondiscrimination Notice, Nondiscrimination Statement and Taglines (45 C.F.R. § 92.8)

1) The Contractor shall post a DHCS-approved nondiscrimination notice and language taglines in at least the top 16 non-English languages in the State (as determined by DHCS), as well as large print, explaining the availability of free language assistance services. Including written translation and oral interpretation to understand the information provided and the toll-free and TTY/TDY telephone number of the Contractor's member/customer service unit, as follows:

   a) In all conspicuous physical locations where the Contractor interacts with the public.

   b) In a conspicuous location on the Contractor's website that is accessible on the Contractor's home page and in a manner that allows beneficiaries and prospective beneficiaries to easily locate the information.

   c) In all significant publications and significant communications that are small-sized, such as postcards and tri-fold brochures.

2) The Contractor shall post a DHCS-approved nondiscrimination statement and language taglines in at least the top two non-English languages I the State (as determined by DHCS), explaining the availability of free language assistance services, and the toll-free and TTY/TDY telephone number of the Contractor's member/customer service unit, as follows:

   a) In all significant publications and significant communications that are small-sized, such as postcards and tri-fold brochures.

3) The Contractor's nondiscrimination notice, nondiscrimination statement and language taglines must be in a conspicuously visible font size no smaller than 12 point. Any large print tagline required must be in a font size so smaller than 18 point and must include information on how to request auxiliary aids and services including the provision of the materials in alternative formats.

R. Discrimination Grievances (45 CFR §§ 92.7 and 92.8; W&I Code § 14029.91)

1) The Contractor shall designate a Discrimination Grievance Coordinator who is responsible for ensuring compliance with federal and state nondiscrimination requirements and investigating Discrimination Grievances related to any action that would be prohibited by or out of compliance with, federal or state nondiscrimination law.

2) The Contractor shall adopt Discrimination Grievance procedures that ensure the prompt and equitable resolution of discrimination-related complaints. The Contractor shall not require a beneficiary to file a Discrimination Grievance with the Contractor before filing the grievance directly with DHCS Office of Civil Rights and the U.S. Health and Human Service Office for Civil Rights.

3) The Contractor shall provide information to all beneficiaries and potential beneficiaries on how to file a Discrimination Grievance with:

   a) The Contractor and DHCS if there is a concern of discrimination based on sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, gender, gender identity or sexual orientation.

   b) The United States Department of Health and Human Services Office of Civil Rights if there is a concern of discrimination based on race, color, national origin, sex, age or disability.

S. Performance Report

Subcontractor shall submit an annual Performance Report to Colusa County no later than sixty (60) days after the end of the fiscal year or the termination of this agreement, in the format specified by County. Such Performance Report shall be prepared in accordance with the requirements set forth by the Department of Health Care Services (DHCS). The Performance Report shall be the basis upon which a preliminary settlement will be made between the parties to this Contract.

T. Intravenous Drug Use (IVDU) Treatment

County shall ensure that individuals in need of IVDU treatment shall be encouraged to undergo AOD treatment (42 USC 300x-23 (45 CFR 96.126(e)).

Third Modification Alcohol/Drug Abuse Residential Treatment Services Contract

This Third Modification of Alcohol/Drug Abuse Residential Treatment Services Contract is between Colusa County (County), a political subdivision of the State of California, and Skyway House, Inc., ("Contractor") a California Corporation.

Background

On May 11, 2021, the parties executed Contract C21-068 for alcohol/drug abuse residential treatment services.

On June 7, 2022, the parties executed the 1st Modification (C22-102) to extend the term and replace Attachment B with a new Attachment B.

On August 1, 2023, the parties executed the 2nd Modification (C23-144) to extend the term, and replace Attachments "B" and "D" with a new Attachments "B" and "D".

The parties now want to modify the Contract to increase the maximum compensation, extend the term and update the rates for fiscal year 24/25.

Modification

The parties agree to modify the Contract effective May 21, 2024, as follows:

1. Section 2 Term, is modified to extend the term of the contract from June 30, 2024 to June 30, 2025.
2. Section 2 Compensation, is modified to increase Compensation to $200,000 per fiscal year, effective FY 23/24.
3. Section 21 Attachments, is modified by deleting Attachment "B" FY 23/24 Rates and replacing with a NEW Attachment "B" FY 24/25 Rates, attached hereto.

COUNTY OF COLUSA

_____ Date 5/21/24
Gary J. Evans, Chair

APPROVED AS TO FORM

_____
Richard Stout, County Counsel

SKYWAY HOUSE, INC.

_____ Date 5/20/24
Signature

David Deichler Executive Director
Printed Name and Title

ATTEST: Wendy G. Tyler,

_____
Tiffany Jorgensen, Deputy Clerk

ATTACHMENT B

SKYWAY HOUSE COUNTY RATES
FY 2024/2025

Residential Treatment	**Daily Rate**	
Minimum 30 Days/Maximum 6mths	$163.56	
Intensive Outpatient	**Total Cost**	**Per Unit**
90 Day Program		
36 Groups, 13 Individual Sessions	$3,196	$88/Individual, $57/Group
Outpatient	**Total Cost**	**Per Unit**
90 Day Program		
12 Groups, 13 Individual Sessions	$1,828	$88/Individual, $57/Group

C25-097

Fourth Modification Alcohol/Drug Abuse Residential Treatment Services Contract

This Fourth Modification of Alcohol/Drug Abuse Residential Treatment Services Contract is between Colusa County ("County"), a political subdivision of the State of California, and Skyway House, Inc., ("Contractor") a California Corporation.

Background

On May 11, 2021, the parties executed Contract C21-068 for alcohol/drug abuse residential treatment services.

On June 7, 2022, the parties executed the First Modification (C22-102) to extend the term and replace Attachment "B" with a new Attachment "B".

On August 1, 2023, the parties executed the Second Modification (C23-144) to extend the term, and replace Attachments "B" and "D" with new Attachments "B" and "D".

On May 21, 2024, the parties executed the Third Modification (C24-068) to increase the maximum compensation, extern the term and replace Attachment "B" with a new Attachment "B" FY 24/25 Rates.

The parties now want to modify the Contract to extend the term to June 30, 2026 and modifying Attachment "B" Skyway House County Rates to indicate that the rates from FY 2024/2025 remain the same for FY 2025/2026.

Modification

The parties agree to modify the Contract effective July 1, 2025, as follows:

1. Section 2, Term is modified by extending the termination date to June 30, 2026.
2. Section 21, Attachments is updated by adding FY2025/2026 to Attachment "B" Skyway House County Rates.

COUNTY OF COLUSA

Daurice Smith Date: 6/17/25

Daurice Smith, Chair

APPROVED AS TO FORM

Richard Stout, County Counsel

SKYWAY HOUSE, INC.

Signature Date: 6/23/25

David Dedekian Executive Director

Printed Name and Title

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

Patricia R

Patricia Rodriguez, Deputy Clerk

Colusa County

Agenda Request Form

Item ID#: 2025-115 **Agenda Date:** 12/16/2025 **Item 21**

BEHAVIORAL HEALTH (BH)

Approve first modification with **Granite Wellness Centers** for substance use recovery and related Behavioral Health services, effective December 16, 2025

Detailed Description/Background of Request
Behavioral Health requests approval of a first modification of the contract with Granite Wellness Centers to replace the current Attachment "C" (State Requirements) with an updated version. An audit conducted by the Department of Health Care Services (DHCS) for the Substance Use Prevention, Treatment, and Recovery Services Block Grant (SUBG) identified several areas requiring revisions to the State Requirements attachment. DHCS has reviewed and approved the revised Attachment "C."

Granite Wellness Centers provides Colusa County with wellness-focused substance abuse recovery and related behavioral health services. Granite Wellness offers a variety of outpatient services and residential recovery services in order to assist clients achieve their recovery goals. Granite Wellness Centers is one of the very few facilities in Northern California that offers perinatal services to consumers which Behavioral Health is mandated to offer.

Prior Board Action
C25-082

Fiscal Impact/Funding Source
None

Action for the Clerk
Please number contract, obtain signatures, and send to:

Granite Wellness Centers
Attn: Kate Rhames
406 Sunrise Ave Ste. 105
Roseville, CA 95661

Attachments:
1. 1st Mod_Granite Wellness Centers
2. Attachment C State Requirements 12.16.25
3. C25-082 Granite Wellness

First Modification of Substance Abuse Recovery and Related Behavioral Health Services Contract

This First Modification of Substance Abuse Recovery and Related Behavioral Health Services Contract is between Colusa County (“County”), a political subdivision of the State of California, and Granite Wellness Centers ("Contractor"), a non-profit corporation.

Background

On June 24, 2025, the parties executed Contract C25-082 to provide the County with wellness focused substance abuse recovery and related behavioral health services.

The parties now want to modify the Contract to replace Attachment “C” with a new Attachment “C”.

Modification

The parties agree to modify the Contract effective December 16, 2025, as follows:

1. Section 21, Attachments is updated by replacing Attachment “C” State Requirements with a new Attachment “C”.

COUNTY OF COLUSA

_____Date:_____
Daurice K. Smith, Chair

APPROVED AS TO FORM

_____
Richard Stout, County Counsel

GRANITE WELLNESS CENTERS

_____Date:_____
Signature

_____
Printed Name and Title

ATTEST: Joshua Pack, Clerk to the Board of Supervisors

_____
Patricia Rodriquez, Deputy Clerk

ATTACHMENT C

STATE REQUIREMENTS

1. Additional Contract Restrictions

This Contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress, or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this Contract in any manner.

2. No Unlawful Use or Unlawful Use Messages Regarding Drugs

County agrees that information produced through these funds, and which pertains to drugs and alcohol-related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol-related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (HSC, Division 10.7, Chapter 1429, Sections 11999-11999.3). By signing this Enclosure, County agrees that it will enforce, and will require its subcontractors to enforce, these requirements.

3. Noncompliance with Reporting Requirements

The Contractor agrees that DHCS has the right to withhold payments until the Contractor has submitted any required data and reports to DHCS, as identified in Exhibit A, Attachment I, Part III - Reporting Requirements, or as identified in Document 1F(a), Reporting Requirements Matrix for Counties.

4. Health Insurance Portability and Accountability Act (HIPAA) of 1996

All work performed under this Contract is subject to HIPAA, County shall perform the work in compliance with all applicable provisions of HIPAA. As identified in Exhibit B, DHCS and County shall cooperate to assure mutual agreement as to those transactions between them, to which this provision applies. Refer to Exhibit B for additional information.

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    1. No Changes. County hereby agrees that for the personal health information (Information), it will not change any definition, data condition or use of a data element or segment as proscribed in the Federal Health and Human Services (HHS) Transaction Standard Regulation (45 CFR 162.915 (a)).

    2. No Additions. County hereby agrees that for the Information, it will not add any data elements or segments to the maximum data set as proscribed in the HHS Transaction Standard Regulation (45 CFR 162.915 (b)).

3. No Unauthorized Uses. County hereby agrees that for the Information, it will not use any code or data elements that either are marked "not used" in the HHS Transaction's Implementation specification or are not in the HHS Transaction Standard's implementation specifications (45 CFR 162.915 (c)).

4. No Changes to Meaning or Intent. County hereby agrees that for the Information, it will not change the meaning or intent of any of the HHS Transaction Standard's implementation specification (45 CFR 162.915 (d)).

b. Concurrence for Test Modifications to HHS Transaction Standards

County agrees and understands that there exists the possibility that DHCS or others may request an extension from the uses of a standard in the HHS Transaction Standards. If this occurs, County agrees that it will participate in such test modifications.

c. Adequate Testing

County is responsible to adequately test all business rules appropriate to their types and specialties. If the County is acting as a clearinghouse for enrolled providers, County has obligations to adequately test all business rules appropriate to each and every provider type and specialty for which they provide clearinghouse services.

d. Deficiencies

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Both parties understand and agree to keep open code sets being processed or used in this Contract for at least the current billing period or any appeal period, whichever is longer.

f. Data Transmission Log

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of any and all Data Transmissions between the parties, and shall be retained by each Party for no less than twenty-four (24) months following the date of the Data Transmission. The Data Transmission Log may be maintained on computer media or other suitable means provided that, if it is necessary to do so, the information contained in the Data Transmission Log may be retrieved in a timely manner and presented in readable form.

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Any counselor or registrant providing intake, assessment of need for services, treatment or recovery planning, individual or group counseling to participants, patients, or residents in a DHCS licensed or certified program is required to be registered or certified as defined in Title 9, CCR, Division 4, Chapter 8, (Document 3H).

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To ensure equal access to quality care by diverse populations, each DMC provider receiving funds from this Contract shall adopt the Federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards (Document 3V).

7. Trafficking Victims Protection Act of 2000

County and its subcontractors that provide services covered by this Contract shall comply with the Trafficking Victims Protection Act of 2000 (USC, Title 22, Chapter 78, Section 7104) as amended by section 1702 of Pub. L. 112-239.

8. Tribal Communities and Organizations

County shall regularly review population information available through Census, compare to information obtained in the California Outcome Measurement System for Treatment (CalOMS-Tx) to determine whether the population is being reached, and survey Tribal representatives for insight in potential barriers to the substance use service needs of the American Indian/Alaskan Native (AI/AN) population within the County geographic area. Contractor shall also engage in regular and meaningful consultation and collaboration with elected officials of the tribe, Rancheria, or their designee for the purpose of identifying issues/barriers to service delivery and improvement of the quality, effectiveness, and accessibility of services available to AI/AN communities within the County.

9. Perinatal Practice Guidelines

The Contractor will follow the guidelines in Document 1G, “Perinatal Practice Guidelines,” in developing and implementing perinatal treatment and recovery programs funded under this Exhibit until new Perinatal Practice Guidelines are established and adopted. No formal amendment of the Contract is required for new guidelines to be incorporated into the Contract.

10. Adolescent Best Practices:

County must utilize DHCS guidelines in developing and implementing youth treatment programs funded under this Enclosure. The Adolescent Best Practices Guidelines can be found at:

https://www.dhcs.ca.gov/Documents/ CSD_CMHCS/Adol%20Best%20Practices%2 0Guide/AdolBestPracGuide OCTOBER2020.pdf

11. Nondiscrimination in Employment and Services:

By signing this Contract, the Contractor certifies that under the laws of the United States and the State of California, incorporated into this Contract by reference and made a part hereof as if set forth in full, Contractor will not unlawfully discriminate against any person.

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a. Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally-funded programs.

b. VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination in the sale or rental of housing.

c. Age Discrimination Act of 1975 (45 CFR Part 90), as amended (42 USC Sections 6101 – 6107), which prohibits discrimination on the basis of age.

d. Age Discrimination in Employment Act (29 CFR Part 1625).

e. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.

f. Title II of the Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.

g. Title III of the Americans with Disabilities Act of 1990 (28 CFR Part 36) regarding access.

h. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.

i. Executive Order 11246, 42 USC 2000(e) et seq. and 41 CFR Part 60 regarding nondiscrimination in employment under federal contracts and construction contracts greater than $10,000 funded by federal financial assistance.

j. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.

k. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.

l. Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A – E).

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a. Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (2 Cal. Code Regs. 10000 et seq.).

b. Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.

c. Title 9, Division 4, Chapter 8 of the Cal Code Regs., commencing with Section 13060.

d. No federal funds shall be used by the County or its subcontractors for sectarian worship, instruction, or proselytization. No federal funds shall be used by the County or its subcontractors to provide direct, immediate, or substantial support to any religious activity.

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   1. Materials explaining services available to the public

   2. Language assistance

   3. Language interpreter and translation services

   4. Video remote language interpreting services

c. The Contractor shall comply with the following language assistance and format requirements (42 CFR § 438.10; 45 CFR § 92.8; W&I Code §§ 14029.91 and 14029.92):

   1. The Contractor shall provide all written materials for potential beneficiaries and beneficiaries in a font size no smaller than 12 point.

   2. The Contractor shall ensure its written materials are available in alternative formats, including large print, upon request of the potential beneficiary or beneficiary at no costs. Large print means printed in a font size no smaller than 18 point.

   3. The Contractor shall make its written materials that are critical to obtaining services available in the prevalent non-English languages in the county.

   4. The Contractor shall notify beneficiaries and prospective beneficiaries that written translation is available in prevalent languages free of cost and how to access those materials.

      i. The DHCS shall use the following methodology to identify the prevalent non-English languages spoken by beneficiaries and potential beneficiaries throughout the State and in the Contractor's service area:

         1) A population group of mandatory eligible beneficiaries residing in the Contractor's service area who indicate their primary language as a language other than English and that meet a numeric threshold of 3,000 or five-percent (5%) of the eligible beneficiary population, whichever is lower; and

         2) A population group of mandatory eligible beneficiaries residing in the Contractor's service area who indicate their primary language as a language other than English and who meet the concentration standards of 1,000 in a single zip code or 1,500 in two contiguous zip codes.

d. The Contractor shall notify its beneficiaries:

1. That oral interpretation is available for any language and written translation is available in prevalent languages to individuals whose primary language is not English. This may include, but is not limited to:

i. Qualified interpreters

ii. Information written in other languages

2. That auxiliary aids and services are available upon request and at no cost for beneficiaries with disabilities. Free aids and services may include, but are not limited to:

i. Qualified sign language interpreters

ii. Written information in other formats (large print, audio, accessible electronic formats, other formats)

3. How to access services.

16. Participation of County Behavioral Health Director's Association of California.

The County AOD Program Administrator shall participate and represent the County in meetings of the County Behavioral Health Director's Association of California for the purposes of representing the counties in their relationship with DHCS with respect to policies, standards, and administration for AOD abuse services.

The County AOD Program Administrator shall attend any special meetings called by the Director of DHCS. Participation and representation shall also be provided by the County Behavioral Health Director's Association of California.

17. Nondiscrimination Notice, Nondiscrimination Statement and Taglines (45 C.F.R. § 92.8)

a. The Contractor shall post a DHCS-approved nondiscrimination notice and language taglines in at least the top 16 non-English languages in the State (as determined by DHCS), as well as large print, explaining the availability of free language assistance services. Including written translation and oral interpretation to understand the information provided and the toll-free and TTY/TDY telephone number of the Contractor's member/customer service unit, as follows:

1. In all conspicuous physical locations where the Contractor interacts with the public.

2. In a conspicuous location on the Contractor's website that is accessible on the Contractor's home page and in a manner that allows beneficiaries and prospective beneficiaries to easily locate the information.

3. In all significant publications and significant communications that are small-sized, such as postcards and tri-fold brochures.

b. The Contractor shall post a DHCS-approved nondiscrimination statement and language taglines in at least the top two non-English languages I the State (as determined by DHCS), explaining the availability of free language assistance services, and the toll-free and TTY/TDY telephone number of the Contractor's member/customer service unit, as follows:

1. In all significant publications and significant communications that are small-sized, such as postcards and tri-fold brochures.

c. The Contractor's nondiscrimination notice, nondiscrimination statement and language taglines must be in a conspicuously visible font size no smaller than 12 point. Any large print tagline required must be in a font size so smaller than 18 point and must include information on how to request auxiliary aids and services including the provision of the materials in alternative formats.

18. Discrimination Grievances (45 CFR §§ 92.7 and 92.8; W&I Code § 14029.91)

a. The Contractor shall designate a Discrimination Grievance Coordinator who is responsible for ensuring compliance with federal and state nondiscrimination requirements and investigating Discrimination Grievances related to any action that would be prohibited by or out of compliance with, federal or state nondiscrimination law.

b. The Contractor shall adopt Discrimination Grievance procedures that ensure the prompt and equitable resolution of discrimination-related complaints. The Contractor shall not require a beneficiary to file a Discrimination Grievance with the Contractor before filing the grievance directly with DHCS Office of Civil Rights and the U.S. Health and Human Service Office for Civil Rights.

c. The Contractor shall provide information to all beneficiaries and potential beneficiaries on how to file a Discrimination Grievance with:

1. The Contractor and DHCS if there is a concern of discrimination based on sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, gender, gender identity or sexual orientation.

d. The United States Department of Health and Human Services Office of Civil Rights if there is a concern of discrimination based on race, color, national origin, sex, age or

disability.

19. Performance Report

Subcontractor shall submit an annual Performance Report to Colusa County no later than sixty (60) days after the end of the fiscal year or the termination of this agreement, in the format specified by County. Such Performance Report shall be prepared in accordance with the requirements set forth by the Department of Health Care Services (DHCS). The Performance Report shall be the basis upon which a preliminary settlement will be made between the parties to this Contract.

20. Intravenous Drug Use (IVDU) Treatment

County shall ensure that individuals in need of IVDU treatment shall be encouraged to undergo AOD treatment (42 USC 300x-23 (45 CFR 96.126(e)).

21. Tuberculosis Treatment

County shall ensure the following related to Tuberculosis (TB):

a. Routinely make available TB services to individuals receiving treatment.

b. Reduce barriers to patients' accepting TB treatment.

c. Develop strategies to improve follow-up monitoring, particularly after patients leave treatment, by disseminating information through educational bulletins and technical assistance.

22. Hatch Act

County and Contractor agree to comply with the provisions of the Hatch Act (USC, Title 5, Part III, Subpart F., Chapter 73, Subchapter III), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

23. Limitation on Use of Funds for Promotion of Legalization of Controlled Substances

None of the funds made available through this Contract may be used for any activity that promotes the legalization of any drug or other substance included in Schedule I of Section 202 of the Controlled Substances Act (21 USC 812).

24. Marijuana Restriction

Grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Grant funds also cannot be provided to any individual who or

organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders.

25. Byrd Anti-Lobbying Amendment (31 USC 1352)

County and Subcontractor certify that they will not and have not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. County and Subcontractor shall also disclose to DHCS any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

SUBSTANCE ABUSE RECOVERY AND RELATED BEHAVIORAL HEALTH SERVICES CONTRACT

This Substance Abuse Recovery and Related Behavioral Health Services Contract ("Contract") is between the County of Colusa ("County"), a political subdivision of the State of California and Granite Wellness Centers ("Contractor"), a non-profit corporation.

1. **Services to be Performed:** Contractor agrees at its own expense to furnish all equipment, labor and materials necessary to provide County with substance use recovery and related behavioral health services.

2. **Term:** This Contract shall begin on July 1, 2025, and shall continue through June 30, 2026.

3. **Compensation:** County will pay Contractor compensation in the amount not to exceed $50,000, as provided for in Attachment "A." Compensation will be paid in accordance with paragraph 4, Method of Payment.

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

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

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

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

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

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

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

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

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

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

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

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

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

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.

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

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

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

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

	Behavioral Health Department Attn: Director
If to County:	162 Carson St. Colusa, Ca, 95932
	Granite Wellness Centers Attn: Kate Rhames
If to Contractor:	406 Sunrise Ave Ste. 105 Roseville, CA 95661

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

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

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

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

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

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

    A. Immediately for cause if either party 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.

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

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

A. Attachment "A" – FY25/26 Rates
B. Attachment "B" – HIPAA Business Associate Addendum
C. Attachment "C" – State Requirements

COUNTY OF COLUSA

Daurice K. Smith Date: 6/3/25
Daurice K. Smith, Chair

GRANITE WELLNESS CENTERS

Signature Date: 6.24.25

Victoria Blacksmith, PhD
Printed Name and Title

APPROVED AS TO FORM

Richard Stout, County Counsel

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

By Patricia R
Patricia Rodriguez, Deputy

C25-082

Attachment A

FY 25/26			
Colusa County			
Granite Wellness Rate			
Service Description	**Units (Minutes)**	**Practitioner Classification**	**Rates**
Care Coordination / Records Review - ODS	15	AOD	$ 69.37
		LPHA	$ 70.69
		LIC PSY	$ 106.61
		RN	$ 107.67
		PA	$ 118.89
		Pharmacist	$ 126.89
		NP	$ 131.82
		MD	$ 265.08
Individual Counseling - ODS	15	AOD	$ 69.37
		LPHA	$ 70.69
		LIC PSY	$ 106.61
		RN	$ 107.67
		PA	$ 118.89
		Pharmacist	$ 126.89
		NP	$ 131.82
		MD	$ 265.08
Group Counseling - ODS	15	AOD	$ 15.42
		LPHA	$ 15.71
		LIC PSY	$ 23.69
		RN	$ 23.93
		PA	$ 26.42
		Pharmacist	$ 28.20
		NP	$ 29.29
		MD	$ 58.91
Patient Education - ODS (Individual)	15	AOD	$ 69.37
		LPHA	$ 70.69
		LIC PSY	$ 106.61
		RN	$ 107.67
		PA	$ 118.89
		Pharmacist	$ 126.89
		NP	$ 131.82
		MD	$ 265.08
Patient Education - ODS (Group)	15	AOD	$ 15.42
		LPHA	$ 15.71
		LIC PSY	$ 23.69
		RN	$ 23.93
		PA	$ 26.42
		Pharmacist	$ 28.20
		NP	$ 29.29
		MD	$ 58.91
IOT Group Counseling	15	AOD	$ 15.42
		LPHA	$ 15.71
		LIC PSY	$ 23.69
		RN	$ 23.93
		PA	$ 26.42
		Pharmacist	$ 28.20
		NP	$ 29.29
		MD	$ 58.91

IOT Individual Counseling	15	AOD	$ 69.37
		LPHA	$ 70.69
		LIC PSY	$ 106.61
		RN	$ 107.67
		PA	$ 118.89
		Pharmacist	$ 126.89
		NP	$ 131.82
		MD	$ 265.08
IOT Care Coordination / Records Review	15	AOD	$ 69.37
		LPHA	$ 70.69
		LIC PSY	$ 106.61
		RN	$ 107.67
		PA	$ 118.89
		Pharmacist	$ 126.89
		NP	$ 131.82
		MD	$ 265.08
IOT Patient Education (Individual)	15	AOD	$ 69.37
		LPHA	$ 70.69
		LIC PSY	$ 106.61
		RN	$ 107.67
		PA	$ 118.89
		Pharmacist	$ 126.89
		NP	$ 131.82
		MD	$ 265.08
IOT Patient Education (Group)	15	AOD	$ 15.42
		LPHA	$ 15.71
		LIC PSY	$ 23.69
		RN	$ 23.93
		PA	$ 26.42
		Pharmacist	$ 28.20
		NP	$ 29.29
		MD	$ 58.91
Assessment	15	AOD	$ 69.37
		LPHA	$ 70.69
		LIC PSY	$ 106.61
		RN	$ 107.67
		PA	$ 118.89
		Pharmacist	$ 126.89
		NP	$ 131.82
		MD	$ 265.08
Crisis Intervention	15	AOD	$ 69.37
		LPHA	$ 70.69
		LIC PSY	$ 106.61
		RN	$ 107.67
		PA	$ 118.89
		Pharmacist	$ 126.89
		NP	$ 131.82
		MD	$ 265.08
Discharge Services	15	AOD	$ 69.37
		LPHA	$ 70.69
		LIC PSY	$ 106.61
		RN	$ 107.67
		PA	$ 118.89
		Pharmacist	$ 126.89
		NP	$ 131.82
		MD	$ 265.08

Other	Units (Minutes)	Rate
DHCS Approved Peer Support Services	15	$ 69.37

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Attachment A

Granite Wellness Rate - Recovery Services (Colusa)			
Service Description	**Units (Minutes)**	**Practitioner Classification**	**Rates**
Assessment (Recovery Services)	15	AOD	$ 69.37
		LPHA	$ 70.69
		LIC PSY	$ 106.61
		RN	$ 107.67
		PA	$ 118.89
		Pharmacist	$ 126.89
		NP	$ 131.82
		MD	$ 265.08
Individual Counseling (Recovery Services)	15	AOD	$ 69.37
		LPHA	$ 70.69
		LIC PSY	$ 106.61
		RN	$ 107.67
		PA	$ 118.89
		Pharmacist	$ 126.89
		NP	$ 131.82
		MD	$ 265.08
Group Counseling (Recovery Services)	15	AOD	$ 15.42
		LPHA	$ 15.71
		LIC PSY	$ 23.69
		RN	$ 23.93
		PA	$ 26.42
		Pharmacist	$ 28.20
		NP	$ 29.29
		MD	$ 58.91
Patient Education (Recovery Services) - Individual	15	AOD	$ 69.37
		LPHA	$ 70.69
		LIC PSY	$ 106.61
		RN	$ 107.67
		PA	$ 118.89
		Pharmacist	$ 126.89
		NP	$ 131.82
		MD	$ 265.08
Patient Education (Recovery Services) - Group	15	AOD	$ 15.42
		LPHA	$ 15.71
		LIC PSY	$ 23.69
		RN	$ 23.93
		PA	$ 26.42
		Pharmacist	$ 28.20
		NP	$ 29.29
		MD	$ 58.91
Transportation Services	15	AOD	$ 69.37
		LPHA	$ 70.69
		LIC PSY	$ 106.61
		RN	$ 107.67
		PA	$ 118.89
		Pharmacist	$ 126.89
		NP	$ 131.82
		MD	$ 265.08
Interpretation Services	15	AOD	$ 69.37
		LPHA	$ 70.69
		LIC PSY	$ 106.61
		RN	$ 107.67
		PA	$ 118.89
		Pharmacist	$ 126.89
		NP	$ 131.82
		MD	$ 265.08

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Attachment A

Granite Wellness Rate - Residential Services (Colusa)			
Service Description	**Units (Minutes)**	**Practitioner Classification**	**Rates**
Care Coordination / Records Review - ODS 3.1 Res	15	AOD	$ 69.37
		LPHA	$ 70.69
		LIC PSY	$ 106.61
		RN	$ 107.67
		PA	$ 118.89
		Pharmacist	$ 126.89
		NP	$ 131.82
		MD	$ 265.08
Care Coordination / Records Review - ODS 3.2 WM	15	AOD	$ 69.37
		LPHA	$ 70.69
		LIC PSY	$ 106.61
		RN	$ 107.67
		PA	$ 118.89
		Pharmacist	$ 126.89
		NP	$ 131.82
		MD	$ 265.08
Care Coordination / Records Review - ODS 3.5 Res	15	AOD	$ 69.37
		LPHA	$ 70.69
		LIC PSY	$ 106.61
		RN	$ 107.67
		PA	$ 118.89
		Pharmacist	$ 126.89
		NP	$ 131.82
		MD	$ 265.08

Granite Wellness Rate - Residential Services (Colusa)			
Service Description	**Units (Daily)**	**Practitioner Classification**	**Rates**
SUDS Residential 3.1	1	Residential	$ 194.48
SUDS Residential 3.1 Perinatal	1	Residential	$ 194.48
SUDS Residential 3.2 Withdrawal Management	1	Residential	$ 261.98
SUDS Residential 3.5	1	Residential	$ 264.26
SUDS Residential 3.5 Perinatal	1	Residential	$ 264.26

Granite Wellness Rate - Room and Board (Colusa)			
Service Description	**Units (Daily)**	**Practitioner Classification**	**Rates**
Residential Treatment Room and Board	1	Residential	$ 41.18
Residential Treatment - Accompanying Child #1	1	Residential	$ 57.20
Residential Treatment - Accompanying Child #2	1	Residential	$ 28.60
Recovery Residences Room and Board	1	Residential	$ 37.18

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Attachment A

Transitions between Levels of Care
The provider shall have the ability to adjust the care level of clients freely, whether moving them up or down in care intensity, as determined clinically appropriate and necessary.

This flexibility is especially critical in situations where clients are in crisis and require immediate changes to their treatment plan. If, at any point, the patient presents with acute medical symptoms or complications related to substance use that pose an immediate threat to their health or safety, the Provider may initiate emergency placement into a higher level of care. This may include, but is not limited to, medically managed detoxification or intensive substance use treatment.

The County agrees to support these adjustments to ensure timely and appropriate care for clients, maintaining smooth administrative processes and avoiding any disruptions in billing.

Audits and CAPs
The County shall conduct audits of the program as required. Following each audit, the County shall provide a debriefing session to discuss the findings and recommendations. If applicable, the County shall deliver a Corrective Action Plan (CAP) to the provider within thirty (30) days of the audit, outlining steps to address any identified issues. The County shall ensure that audits are scheduled in a manner that allows sufficient time for the implementation of the CAP and prevents audits from being conducted back-to-back, thereby ensuring smooth and effective resolution of any concerns.

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ATTACHMENT B

HIPAA BUSINESS ASSOCIATE ADDENDUM

The purpose of this Attachment is to satisfy certain standards and requirements of HIPAA and the HIPAA regulations, and other applicable laws.

Definitions

Catch-all definition:

The following terms used in this Attachment shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Specific definitions:

(a) Business Associate. "Business Associate" shall generally have the same meaning as the term "Business Associate" at 45 CFR 160.103., and in reference to the party to this Addendum, shall mean American Specialty Healthcare, Inc., doing business as Colusa Medical Center. Generally, a Business Associate provides services, arranges, performs or assists in the performance of functions or activities on behalf of the covered entity and creates, receives, maintains, transmits, uses or discloses PHI. County of Colusa (County) and Business Associate desire to protect the privacy and provide for the security of PHI created, received, maintained, transmitted, used or disclosed pursuant to this Addendum, in compliance with HIPAA and HIPAA regulations.

(b) Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this Addendum, shall mean County.

(c) Protected Health Information or PHI. "Protected Health Information" or "PHI" means any information, whether oral or recorded in any form or medium that relates to the past, present, or future physical or mental condition of an individual, the provision of health and dental care to an individual, or the past, present, or future payment for the provision of health and dental care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI shall have the meaning given to such term under HIPAA and HIPAA regulations, as the same may be amended from time to time.

(d) HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

(e) Data Aggregation. "Data Aggregation" shall have the meaning given to such term under the Privacy Rule, including but not limited to, 45 CFR Section 164.501.

(f) The terms used in this Exhibit, but not otherwise defined, shall have the same meanings as those terms are defined in the HIPAA regulations.

Obligations and Activities of Business Associate

Business Associate agrees to:

(a) Not use or disclose protected health information other than as permitted or required by the Addendum or as required by law;

(b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Addendum. Business Associate shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities, and which incorporates the requirements of section (k), below. Business Associate will provide County with its current and updated policies;

(c) Report to covered entity any use or disclosure of protected health information not provided for by the Addendum of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;

(d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;

(e) Within ten (10) days of receipt of a request from County make available protected health information in a designated record sent to the County as necessary to satisfy its obligations under 45 CFR 164.524;

(f) Within ten (10) days of receipt of a request from County make any amendment(s) to protected health information in a designated record set as directed or agreed to by County pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy County's obligations under 45 CFR 164.526;

(g) Maintain and make available within ten (10) days of receipt of a request from County information required to provide an accounting of disclosures to the individual as necessary to satisfy County's obligations under 45 CFR 164.528;

(h) To the extent the Business Associate is to carry out one or more of County's obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to County in the performance of such obligation(s);

(i) Request, use and disclose the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure; 45 CFR 164.514(d)(3);

(j) Make its internal practices, books, and records available to the County and Secretary for purposes of determining compliance with the HIPAA Rules within ten (10) days of request by County;

(k) The Business Associate shall take any and all steps necessary to ensure the continuous security of all computerized data systems containing County PHI. These steps shall include, at a minimum: Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III- *Security of Federal Automated Information Systems*, which sets forth guidelines for automated information systems in Federal agencies. It is expected the Business Associate will implement and maintain the most stringent means and system to safeguard and provide the highest level of protection for County PHI from breaches and security incidents.

(l) Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate or its subcontractors in violation of the requirements of this Exhibit.

Permitted Uses and Disclosures by Business Associate

(a) Business Associate may only use or disclose protected health information as necessary to provision of the services set forth in the Service Agreement. (Agreement) Further, the Business Associate is authorized to use protected health information to de-identify the information in accordance with 45 CFR 164.514(a)-(c).

(b) Business Associate may use or disclose protected health information as required by law.

(c) Business Associate agrees to make uses and disclosures and requests for protected health information consistent with County's minimum necessary policies and procedures.

(d) Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by covered entity, except for the specific uses and disclosures set forth below.

(e) Business Associate may disclose protected health information for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(f) Business Associate may provide data aggregation services relating to the health care operations of County.

Provisions for County to Inform Business Associate of Privacy Practices and Restrictions

(a) County shall notify Business Associate of any limitation(s) in the notice of privacy practices of covered entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of protected health information.

(b)County shall notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect Business Associate's use or disclosure of protected health information.

(c) County shall notify Business Associate of any restriction on the use or disclosure of protected health information that County has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of protected health information.

Permissible Requests by County

County shall not request Business Associate to use or disclose protected health information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by County, except if the Business Associate will use or disclose protected health information for, and the Agreement includes provisions for, data aggregation or management and administration and legal responsibilities of the Business Associate.

Term and Termination

(a) Term. The Term of this Addendum shall be effective as of the date of the Agreement, and shall terminate when the Agreement terminates or on the date County terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.

(b) Termination for Cause. Business Associate authorizes termination of this Addendum by County, if County determines Business Associate has violated a material term of the Addendum and Business Associate has not cured the breach or ended the violation within the time specified by County. County may in its discretion provide the Business Associate with an opportunity to cure a violation or breach of the contract before termination for cause.

(c) Obligations of Business Associate Upon Termination.

Upon termination of this Addendum for any reason, Business Associate, with respect to protected health information received from County, or created, maintained, or received by Business Associate on behalf of County, shall:

1. Retain only that protected health information which is necessary for Business Associate to continue its proper management and administration or to carry out its

legal responsibilities;

2. Return to County or, if agreed to by County, destroy the remaining protected health information that the Business Associate still maintains in any form;
3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as Business Associate retains the protected health information;
4. Not use or disclose the protected health information retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at paragraphs (e) above under "Permitted Uses and Disclosures By Business Associate" which applied prior to termination; and
5. Return to County or, if agreed to by County, destroy the protected health information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities; or
6. At the request of County transmit the protected health information to another Business Associate of the County at termination, and/or could add terms regarding a Business Associate's obligations to obtain or ensure the destruction of protected health information created, received, or maintained by subcontractors.

(d) Survival. The obligations of Business Associate under this Section shall survive the termination of this Addendum.

Miscellaneous

(a) Regulatory References. A reference in this Addendum to a section in the HIPAA Rules means the section as in effect or as amended.

(b) Amendment. The Parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.

(c) Interpretation. Any ambiguity in this Addendum shall be interpreted to permit compliance with the HIPAA Rules. Except as specifically required to implement the purposes of this Addendum, or to the extent inconsistent with this Addendum, all other terms of the Agreement to which this Addendum is attached shall remain in effect.

(d) Ownership. County at all times owns the PHI shared pursuant to the terms of this Addendum.

ATTACHMENT C

STATE REQUIREMENTS

A. Additional Contract Restrictions

This Contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress, or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this Contract in any manner.

B. No Unlawful Use or Unlawful Use Messages Regarding Drugs

The Contractor agrees that information produced through these funds, and which pertains to drugs and alcohol-related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol-related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (HSC Section 11999-11999.3). By signing this Contract, the Contractor agrees that it will enforce, and will require its subcontractors to enforce, these requirements.

C. Noncompliance with Reporting Requirements

The Contractor agrees that DHCS has the right to withhold payments until the Contractor has submitted any required data and reports to DHCS, as identified in Exhibit A, Attachment I, Part III - Reporting Requirements, or as identified in Document 1F(a), Reporting Requirements Matrix for Counties.

D. Health Insurance Portability and Accountability Act (HIPAA) of 1996

All work performed under this Contract is subject to HIPAA, County shall perform the work in compliance with all applicable provisions of HIPAA. As identified in Exhibit B, DHCS and County shall cooperate to assure mutual agreement as to those transactions between them, to which this provision applies. Refer to Exhibit B for additional information.

1. Trading Partner Requirements

   a) No Changes. County hereby agrees that for the personal health information (Information), it will not change any definition, data condition or use of a data element or segment as proscribed in the Federal Health and Human Services (HHS) Transaction Standard Regulation (45 CFR 162.915 (a)).

   b) No Additions. County hereby agrees that for the Information, it will not add any data elements or segments to the maximum data set as proscribed in the HHS Transaction Standard Regulation (45 CFR 162.915 (b)).

c) No Unauthorized Uses. County hereby agrees that for the Information, it will not use any code or data elements that either are marked "not used" in the HHS Transaction's Implementation specification or are not in the HHS Transaction Standard's implementation specifications (45 CFR 162.915 (c)).

d) No Changes to Meaning or Intent. County hereby agrees that for the Information, it will not change the meaning or intent of any of the HHS Transaction Standard's implementation specification (45 CFR 162.915 (d)).

2. Concurrence for Test Modifications to HHS Transaction Standards

County agrees and understands that there exists the possibility that DHCS or others may request an extension from the uses of a standard in the HHS Transaction Standards. If this occurs, County agrees that it will participate in such test modifications.

3. Adequate Testing

County is responsible to adequately test all business rules appropriate to their types and specialties. If the County is acting as a clearinghouse for enrolled providers, County has obligations to adequately test all business rules appropriate to each and every provider type and specialty for which they provide clearinghouse services.

4. Deficiencies

County agrees to correct transactions, errors, or deficiencies identified by DHCS, and transactions errors or deficiencies identified by an enrolled provider if the County is acting as a clearinghouse for that provider. When County is a clearinghouse, County agrees to properly communicate deficiencies and other pertinent information regarding electronic transactions to enrolled providers for which they provide clearinghouse services.

5. Code Set Retention

Both parties understand and agree to keep open code sets being processed or used in this Contract for at least the current billing period or any appeal period, whichever is longer.

6. Data Transmission Log

Both parties shall establish and maintain a Data Transmission Log which shall record any and all Data Transmissions taking place between the Parties during the term of this Contract. Each party will take necessary and reasonable steps to ensure that such Data Transmission Logs constitute a current, accurate, complete, and unaltered record of any and all Data Transmissions between the parties, and shall be retained by each Party for no less than twenty-four (24) months following the date of the Data Transmission. The Data

Transmission Log may be maintained on computer media or other suitable means provided that, if it is necessary to do so, the information contained in the Data Transmission Log may be retrieved in a timely manner and presented in readable form.

E. Counselor Certification

Any counselor or registrant providing intake, assessment of need for services, treatment or recovery planning, individual or group counseling to participants, patients, or residents in a DHCS licensed or certified program is required to be registered or certified as defined in Title 9, CCR, Division 4, Chapter 8, (Document 3H).

F. Cultural and Linguistic Proficiency

To ensure equal access to quality care by diverse populations, each DMC provider receiving funds from this Contract shall adopt the Federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards (Document 3V).

G. Trafficking Victims Protection Act of 2000

Contractor and its subcontractors that provide services covered by this Contract shall comply with the Trafficking Victims Protection Act of 2000 (22 USC 7104(g)) as amended by section 1702 of Pub. L. 112-239.

H. Tribal Communities and Organizations

The Contractor shall regularly assess (e.g. review population information available through Census Bureau, compare to information obtained in the CalOMS Treatment to determine whether the population is being reached, survey Tribal representatives for insight in potential barriers), the substance use service needs of the American Indian/Alaskan Native (AI/AN) population within the Contractor's geographic area, and shall engage in regular and meaningful consultation and collaboration with elected officials of the tribe, Rancheria, or their designee for the purpose of identifying issues/barriers to service delivery and improvement of the quality, effectiveness, and accessibility of services available to AI/NA communities within the County.

I. Perinatal Practice Guidelines

The Contractor will follow the guidelines in Document 1G, "Perinatal Practice Guidelines," in developing and implementing perinatal treatment and recovery programs funded under this Exhibit until new Perinatal Practice Guidelines are established and adopted. No formal amendment of the Contract is required for new guidelines to be incorporated into the Contract.

J. Adolescent Best Practices:

County must utilize DHCS guidelines in developing and implementing youth treatment programs funded under this Enclosure. The Adolescent Best Practices Guidelines can be found at:
https://www.dhcs.ca.gov/Documents/ CSD_CMHCS/Adol%20Best%20

Practices%2 0Guide/AdolBestPracGuide OCTOBER2020.pdf

K. Nondiscrimination in Employment and Services:

By signing this Contract, the Contractor certifies that under the laws of the United States and the State of California, incorporated into this Contract by reference and made a part hereof as if set forth in full, Contractor will not unlawfully discriminate against any person.

L. Federal Law Requirements:

1. Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally-funded programs.

2. Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination in the sale or rental of housing.

3. Age Discrimination Act of 1975 (45 CFR Part 90), as amended (42 USC Sections 6101 – 6107), which prohibits discrimination on the basis of age.

4. Age Discrimination in Employment Act (29 CFR Part 1625).

5. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.

6. Title II of the Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.

7. Title III of the Americans with Disabilities Act of 1990 (28 CFR Part 36) regarding access.

8. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.

9. Executive Order 11246, 42 USC 2000(e) et seq. and 41 CFR Part 60 regarding nondiscrimination in employment under federal contracts and construction contracts greater than $10,000 funded by federal financial assistance.

10. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.

11. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.

12. Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A – E).

M. State Law Requirements:

1. Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (2 Cal. Code Regs. 10000 et seq.).

2. Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.

3. Title 9, Division 4, Chapter 8 of the Cal Code Regs., commencing with Section 13060.

4. No federal funds shall be used by the County or its subcontractors for sectarian worship, instruction, or proselytization. No federal funds shall be used by the County or its subcontractors to provide direct, immediate, or substantial support to any religious activity.

5. Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for DHCS to withhold payments under this Contract or terminate all, or any type, of funding provided hereunder.

N. Additional Contract Restrictions

This Contract is subject to any additional restrictions, limitations, or conditions enacted by the federal or state governments that affect the provisions, terms, or funding of this Contract in any manner.

O. Information Access for Individuals with Limited English Proficiency and/or Disabilities

1. The Contractor shall comply with all applicable provisions of the Dymally-Alatorre Bilingual Services Act (Government Code sections 7290-7299.8) regarding access to materials that explain services available to the public as well as providing language interpretation services.

2. The Contractor shall comply with the applicable provisions of Section 1557 of the Affordable Care Act (45 CFR Part 92), including, but not limited to, 45 CFR 92.201, when providing access to:

    a) Materials explaining services available to the public

    b) Language assistance

c) Language interpreter and translation services

d) Video remote language interpreting services

3. The Contractor shall comply with the following language assistance and format requirements (42 CFR § 438.10; 45 CFR § 92.8; W&I Code §§ 14029.91 and 14029.92):

   a) The Contractor shall provide all written materials for potential beneficiaries and beneficiaries in a font size no smaller than 12 point.

   b) The Contractor shall ensure its written materials are available in alternative formats, including large print, upon request of the potential beneficiary or beneficiary at no costs. Large print means printed in a font size no smaller than 18 point.

   c) The Contractor shall make its written materials that are critical to obtaining services available in the prevalent non-English languages in the county.

   d) The Contractor shall notify beneficiaries and prospective beneficiaries that written translation is available in prevalent languages free of cost and how to access those materials.

      i. The DHCS shall use the following methodology to identify the prevalent non-English languages spoken by beneficiaries and potential beneficiaries throughout the State and in the Contractor's service area:

         1) A population group of mandatory eligible beneficiaries residing in the Contractor's service area who indicate their primary language as a language other than English and that meet a numeric threshold of 3,000 or five-percent (5%) of the eligible beneficiary population, whichever is lower; and

         2) A population group of mandatory eligible beneficiaries residing in the Contractor's service area who indicate their primary language as a language other than English and who meet the concentration standards of 1,000 in a single zip code or 1,500 in two contiguous zip codes.

   e) The Contractor shall notify its beneficiaries:

      i. That oral interpretation is available for any language and written translation is available in prevalent languages to individuals whose primary language is not English. This may include, but is not limited to:

         1) Qualified interpreters

         2) Information written in other languages

ii. That auxiliary aids and services are available upon request and at no cost for beneficiaries with disabilities. Free aids and services may include, but are not limited to:

1) Qualified sign language interpreters

2) Written information in other formats (large print, audio, accessible electronic formats, other formats)

iii. How to access services.

P. Participation of County Behavioral Health Director's Association of California.

The County AOD Program Administrator shall participate and represent the County in meetings of the County Behavioral Health Director's Association of California for the purposes of representing the counties in their relationship with DHCS with respect to policies, standards, and administration for AOD abuse services.

The County AOD Program Administrator shall attend any special meetings called by the Director of DHCS. Participation and representation shall also be provided by the County Behavioral Health Director's Association of California.

Q. Nondiscrimination Notice, Nondiscrimination Statement and Taglines (45 C.F.R. § 92.8)

1) The Contractor shall post a DHCS-approved nondiscrimination notice and language taglines in at least the top 16 non-English languages in the State (as determined by DHCS), as well as large print, explaining the availability of free language assistance services. Including written translation and oral interpretation to understand the information provided and the toll-free and TTY/TDY telephone number of the Contractor's member/customer service unit, as follows:

a) In all conspicuous physical locations where the Contractor interacts with the public.

b) In a conspicuous location on the Contractor's website that is accessible on the Contractor's home page and in a manner that allows beneficiaries and prospective beneficiaries to easily locate the information.

c) In all significant publications and significant communications that are small-sized, such as postcards and tri-fold brochures.

2) The Contractor shall post a DHCS-approved nondiscrimination statement and language taglines in at least the top two non-English languages I the State (as determined by DHCS), explaining the availability of free language assistance services,

and the toll-free and TTY/TDY telephone number of the Contractor's member/customer service unit, as follows:

a) In all significant publications and significant communications that are small-sized, such as postcards and tri-fold brochures.

3) The Contractor's nondiscrimination notice, nondiscrimination statement and language taglines must be in a conspicuously visible font size no smaller than 12 point. Any large print tagline required must be in a font size so smaller than 18 point and must include information on how to request auxiliary aids and services including the provision of the materials in alternative formats.

R. Discrimination Grievances (45 CFR §§ 92.7 and 92.8; W&I Code § 14029.91)

1) The Contractor shall designate a Discrimination Grievance Coordinator who is responsible for ensuring compliance with federal and state nondiscrimination requirements and investigating Discrimination Grievances related to any action that would be prohibited by or out of compliance with, federal or state nondiscrimination law.

2) The Contractor shall adopt Discrimination Grievance procedures that ensure the prompt and equitable resolution of discrimination-related complaints. The Contractor shall not require a beneficiary to file a Discrimination Grievance with the Contractor before filing the grievance directly with DHCS Office of Civil Rights and the U.S. Health and Human Service Office for Civil Rights.

3) The Contractor shall provide information to all beneficiaries and potential beneficiaries on how to file a Discrimination Grievance with:

a) The Contractor and DHCS if there is a concern of discrimination based on sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, gender, gender identity or sexual orientation.

b) The United States Department of Health and Human Services Office of Civil Rights if there is a concern of discrimination based on race, color, national origin, sex, age or disability.

S. Performance Report

Subcontractor shall submit an annual Performance Report to Colusa County no later than sixty (60) days after the end of the fiscal year or the termination of this agreement, in the format specified by County. Such Performance Report shall be prepared in accordance with the requirements set forth by the Department of Health Care Services (DHCS). The Performance Report shall be the basis upon which a preliminary settlement will be made between the parties to this Contract.

T. Intravenous Drug Use (IVDU) Treatment

County shall ensure that individuals in need of IVDU treatment shall be encouraged to undergo AOD treatment (42 USC 300x-23 (45 CFR 96.126(e)).

Colusa County

Agenda Request Form

Item ID#: 2025-120 **Agenda Date:** 12/16/2025 **Item 22**

BEHAVIORAL HEALTH (BH)

Approve seventh modification with **Aegis Treatment Centers, LLC,** for medically assisted treatment for substance disorders services, effective December 16, 2025.

Detailed Description/Background of Request
Behavioral Health requests approval of a seventh modification to the contract with Aegis Treatment Centers, LLC to replace the current Attachment "B" Additional Requirements with a NEW Attachment "B" State Requirements. An audit conducted by the Department of Health Care Services (DHCS) for the Substance Use Prevention, Treatment, and Recovery Services Block Grant (SUBG) identified several areas requiring revisions to the State Requirements attachment. DHCS has reviewed and approved the revised Attachment "B."

In addition, Behavioral Health requests to increase the maximum compensation to $125,000 per fiscal year due to increased rates of services.

Aegis provides Drug Medi-Cal (DMC) outpatient Medication Assisted Treatment (MAT) to Colusa County beneficiaries. As an accredited and certified Narcotic Treatment Program (NTP) / Opioid Treatment Program (OTP), Aegis specializes in the administration, dispensing, and prescription of all FDA-approved medications for treatment, combined with counseling and behavioral therapy. While medication plays a vital role in Aegis' treatment model, it is acknowledged that it alone is insufficient to sustain the successful recovery of patients. Recognizing that many patients in an NTP experience co-occurring conditions that, if untreated, may serve as relapse triggers, effective treatment requires a multidisciplinary and integrated range of services. Behavioral Health's partnership with Aegis is integral to providing clients with successful treatment outcomes.

Prior Board Action
C18-141, C20-095, C21-194, C22-084, C24-047, C24-153 and C25-104.

Fiscal Impact/Funding Source
None

Action for the Clerk
Please obtain signatures and forward to:

Barbara Kramer

barbara.kramer@pinnacletreatment.com

Attachments:

1. 7th Modification_Aegis Treatment Centers, LLC (1)
2. Attachment B State Requirements 12.16.25
3. C25-104 6th Mod. Aegis Treament Centers, LLC (Colusa)
4. C24-153 5th Modification Aegis Treatment Centers, LLC
5. C24-047 4th Mod_Aegis Treatment Centers, LLC
6. C22-084 3rd Mod_ Aegis Treatment Centers, LLC
7. C21-194 2nd Mod_Aegis Treatment Centers, LLC
8. C20-095 1st Mod_Aegis Treatment Centers, LLC
9. C18-141 Contract_ Aegis Treatment Centers, LLC

Seventh Modification Medically Assisted Treatment for Substance Disorders Services Contract

This Seventh Modification of Medically Assisted Treatment for Substance Disorders Services Contract is between Colusa County ("County"), a political subdivision of the State of California. and Aegis Treatment Centers, LLC, (Contractor), a Delaware limited liability company.

Background

On July 1, 2017, the parties executed Contract C18-141 for medically assisted treatment for substance disorder services.

On June 2, 2020, the parties executed a First Modification C20-095 to extend the term of the contract and add a reporting requirement.

On July 1, 2021, the parties executed a Second Modification C21-194 modifying Contractor's Books and Records required to be kept by the Contractor.

On July 1, 2022, the parties executed a Third Modification C22-084 to extend the term of the contract, clarify language in Section 3 and delete Attachment "D" and replace with a NEW Attachment "D."

On April 23, 2024, the parties executed a Fourth Modification C24-047 to extend the term of the contract, increase compensation and update the Contractors address.

On August 20, 2024, the parties executed a Fifth Modification C24-153 to delete Attachment "D" and replace with a new Attachment "D."

On June 23, 2025, the parties executed a Sixth Modification C25-104 to increase the compensation to $100,000 per fiscal year.

The parties now want to modify the Contract to increase the maximum compensation and replace Attachment "B" with a new Attachment "B".

Modification

The parties agree to modify the Contract effective December 16, 2025, as follows:

1. Section 3, Compensation is modified by increasing the maximum compensation to $125,000 per fiscal year.
2. Section 21, Attachments is updated by replacing Attachment "B" Additional Requirements with a NEW Attachment "B" State Requirements.

Signatures on next page.

COUNTY OF COLUSA

_____Date:_____
Daurice K. Smith, Chair

APPROVED AS TO FORM

_____
Richard Stout, County Counsel

AEGIS TREATMENT CENTERS, LLC

_____Date:_____
Signature

_____
Printed Name and Title

ATTEST: Joshua Pack, Clerk to the Board of Supervisors

_____
Patricia Rodriquez, Deputy Clerk

ATTACHMENT B

STATE REQUIREMENTS

1. Additional Contract Restrictions

This Contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress, or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this Contract in any manner.

2. No Unlawful Use or Unlawful Use Messages Regarding Drugs

County agrees that information produced through these funds, and which pertains to drugs and alcohol-related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol-related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (HSC, Division 10.7, Chapter 1429, Sections 11999-11999.3). By signing this Enclosure, County agrees that it will enforce, and will require its subcontractors to enforce, these requirements.

3. Noncompliance with Reporting Requirements

The Contractor agrees that DHCS has the right to withhold payments until the Contractor has submitted any required data and reports to DHCS, as identified in Exhibit A, Attachment I, Part III - Reporting Requirements, or as identified in Document 1F(a), Reporting Requirements Matrix for Counties.

4. Health Insurance Portability and Accountability Act (HIPAA) of 1996

All work performed under this Contract is subject to HIPAA, County shall perform the work in compliance with all applicable provisions of HIPAA. As identified in Exhibit C, DHCS and County shall cooperate to assure mutual agreement as to those transactions between them, to which this provision applies. Refer to Exhibit C for additional information.

a. Trading Partner Requirements

1. No Changes. County hereby agrees that for the personal health information (Information), it will not change any definition, data condition or use of a data element or segment as proscribed in the Federal Health and Human Services (HHS) Transaction Standard Regulation (45 CFR 162.915 (a)).

2. No Additions. County hereby agrees that for the Information, it will not add any data elements or segments to the maximum data set as proscribed in the HHS Transaction Standard Regulation (45 CFR 162.915 (b)).

3. No Unauthorized Uses. County hereby agrees that for the Information, it will not use any code or data elements that either are marked "not used" in the HHS Transaction's Implementation specification or are not in the HHS Transaction Standard's implementation specifications (45 CFR 162.915 (c)).

4. No Changes to Meaning or Intent. County hereby agrees that for the Information, it will not change the meaning or intent of any of the HHS Transaction Standard's implementation specification (45 CFR 162.915 (d)).

b. Concurrence for Test Modifications to HHS Transaction Standards

County agrees and understands that there exists the possibility that DHCS or others may request an extension from the uses of a standard in the HHS Transaction Standards. If this occurs, County agrees that it will participate in such test modifications.

c. Adequate Testing

County is responsible to adequately test all business rules appropriate to their types and specialties. If the County is acting as a clearinghouse for enrolled providers, County has obligations to adequately test all business rules appropriate to each and every provider type and specialty for which they provide clearinghouse services.

d. Deficiencies

County agrees to correct transactions, errors, or deficiencies identified by DHCS, and transactions errors or deficiencies identified by an enrolled provider if the County is acting as a clearinghouse for that provider. When County is a clearinghouse, County agrees to properly communicate deficiencies and other pertinent information regarding electronic transactions to enrolled providers for which they provide clearinghouse services.

e. Code Set Retention

Both parties understand and agree to keep open code sets being processed or used in this Contract for at least the current billing period or any appeal period, whichever is longer.

f. Data Transmission Log

Both parties shall establish and maintain a Data Transmission Log which shall record any and all Data Transmissions taking place between the Parties during the term of this Contract. Each party will take necessary and reasonable steps to ensure that such Data Transmission Logs constitute a current, accurate, complete, and unaltered record

of any and all Data Transmissions between the parties, and shall be retained by each Party for no less than twenty-four (24) months following the date of the Data Transmission. The Data Transmission Log may be maintained on computer media or other suitable means provided that, if it is necessary to do so, the information contained in the Data Transmission Log may be retrieved in a timely manner and presented in readable form.

5. Counselor Certification

Any counselor or registrant providing intake, assessment of need for services, treatment or recovery planning, individual or group counseling to participants, patients, or residents in a DHCS licensed or certified program is required to be registered or certified as defined in Title 9, CCR, Division 4, Chapter 8, (Document 3H).

6. Cultural and Linguistic Proficiency

To ensure equal access to quality care by diverse populations, each DMC provider receiving funds from this Contract shall adopt the Federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards (Document 3V).

7. Trafficking Victims Protection Act of 2000

County and its subcontractors that provide services covered by this Contract shall comply with the Trafficking Victims Protection Act of 2000 (USC, Title 22, Chapter 78, Section 7104) as amended by section 1702 of Pub. L. 112-239.

8. Tribal Communities and Organizations

County shall regularly review population information available through Census, compare to information obtained in the California Outcome Measurement System for Treatment (CalOMS-Tx) to determine whether the population is being reached, and survey Tribal representatives for insight in potential barriers to the substance use service needs of the American Indian/Alaskan Native (AI/AN) population within the County geographic area. Contractor shall also engage in regular and meaningful consultation and collaboration with elected officials of the tribe, Rancheria, or their designee for the purpose of identifying issues/barriers to service delivery and improvement of the quality, effectiveness, and accessibility of services available to AI/AN communities within the County.

9. Perinatal Practice Guidelines

The Contractor will follow the guidelines in Document 1G, “Perinatal Practice Guidelines,” in developing and implementing perinatal treatment and recovery programs funded under this Exhibit until new Perinatal Practice Guidelines are established and adopted. No formal amendment of the Contract is required for new guidelines to be incorporated into the Contract.

10. Adolescent Best Practices:

County must utilize DHCS guidelines in developing and implementing youth treatment programs funded under this Enclosure. The Adolescent Best Practices Guidelines can be found at:

https://www.dhcs.ca.gov/Documents/ CSD_CMHCS/Adol%20Best%20 Practices%2 0Guide/AdolBestPracGuide OCTOBER2020.pdf

11. Nondiscrimination in Employment and Services:

By signing this Contract, the Contractor certifies that under the laws of the United States and the State of California, incorporated into this Contract by reference and made a part hereof as if set forth in full, Contractor will not unlawfully discriminate against any person.

12. Federal Law Requirements:

a. Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally-funded programs.

b. VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination in the sale or rental of housing.

c. Age Discrimination Act of 1975 (45 CFR Part 90), as amended (42 USC Sections 6101 – 6107), which prohibits discrimination on the basis of age.

d. Age Discrimination in Employment Act (29 CFR Part 1625).

e. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.

f. Title II of the Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.

g. Title III of the Americans with Disabilities Act of 1990 (28 CFR Part 36) regarding access.

h. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.

i. Executive Order 11246, 42 USC 2000(e) et seq. and 41 CFR Part 60 regarding nondiscrimination in employment under federal contracts and construction contracts greater than $10,000 funded by federal financial assistance.

j. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.

k. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.

l. Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A – E).

13. State Law Requirements:

a. Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (2 Cal. Code Regs. 10000 et seq.).

b. Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.

c. Title 9, Division 4, Chapter 8 of the Cal Code Regs., commencing with Section 13060.

d. No federal funds shall be used by the County or its subcontractors for sectarian worship, instruction, or proselytization. No federal funds shall be used by the County or its subcontractors to provide direct, immediate, or substantial support to any religious activity.

e. Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for DHCS to withhold payments under this Contract or terminate all, or any type, of funding provided hereunder.

14. Additional Contract Restrictions

This Contract is subject to any additional restrictions, limitations, or conditions enacted by the federal or state governments that affect the provisions, terms, or funding of this Contract in any manner.

15. Information Access for Individuals with Limited English Proficiency and/or Disabilities

a. The Contractor shall comply with all applicable provisions of the Dymally-Alatorre Bilingual Services Act (Government Code sections 7290-7299.8) regarding access to materials that explain services available to the public as well as providing language interpretation services.

b. The Contractor shall comply with the applicable provisions of Section 1557 of the Affordable Care Act (45 CFR Part 92), including, but not limited to, 45 CFR 92.201, when providing access to:

   1. Materials explaining services available to the public

   2. Language assistance

   3. Language interpreter and translation services

   4. Video remote language interpreting services

c. The Contractor shall comply with the following language assistance and format requirements (42 CFR § 438.10; 45 CFR § 92.8; W&I Code §§ 14029.91 and 14029.92):

   1. The Contractor shall provide all written materials for potential beneficiaries and beneficiaries in a font size no smaller than 12 point.

   2. The Contractor shall ensure its written materials are available in alternative formats, including large print, upon request of the potential beneficiary or beneficiary at no costs. Large print means printed in a font size no smaller than 18 point.

   3. The Contractor shall make its written materials that are critical to obtaining services available in the prevalent non-English languages in the county.

   4. The Contractor shall notify beneficiaries and prospective beneficiaries that written translation is available in prevalent languages free of cost and how to access those materials.

      i. The DHCS shall use the following methodology to identify the prevalent non-English languages spoken by beneficiaries and potential beneficiaries throughout the State and in the Contractor's service area:

         1) A population group of mandatory eligible beneficiaries residing in the Contractor's service area who indicate their primary language as a language other than English and that meet a numeric threshold of 3,000 or five-percent (5%) of the eligible beneficiary population, whichever is lower; and

         2) A population group of mandatory eligible beneficiaries residing in the Contractor's service area who indicate their primary language as a language other than English and who meet the concentration standards of 1,000 in a single zip code or 1,500 in two contiguous zip codes.

d. The Contractor shall notify its beneficiaries:

1. That oral interpretation is available for any language and written translation is available in prevalent languages to individuals whose primary language is not English. This may include, but is not limited to:

i. Qualified interpreters

ii. Information written in other languages

2. That auxiliary aids and services are available upon request and at no cost for beneficiaries with disabilities. Free aids and services may include, but are not limited to:

i. Qualified sign language interpreters

ii. Written information in other formats (large print, audio, accessible electronic formats, other formats)

3. How to access services.

16. Participation of County Behavioral Health Director's Association of California.

The County AOD Program Administrator shall participate and represent the County in meetings of the County Behavioral Health Director's Association of California for the purposes of representing the counties in their relationship with DHCS with respect to policies, standards, and administration for AOD abuse services.

The County AOD Program Administrator shall attend any special meetings called by the Director of DHCS. Participation and representation shall also be provided by the County Behavioral Health Director's Association of California.

17. Nondiscrimination Notice, Nondiscrimination Statement and Taglines (45 C.F.R. § 92.8)

a. The Contractor shall post a DHCS-approved nondiscrimination notice and language taglines in at least the top 16 non-English languages in the State (as determined by DHCS), as well as large print, explaining the availability of free language assistance services. Including written translation and oral interpretation to understand the information provided and the toll-free and TTY/TDY telephone number of the Contractor's member/customer service unit, as follows:

1. In all conspicuous physical locations where the Contractor interacts with the public.

2. In a conspicuous location on the Contractor's website that is accessible on the Contractor's home page and in a manner that allows beneficiaries and prospective beneficiaries to easily locate the information.

3. In all significant publications and significant communications that are small-sized, such as postcards and tri-fold brochures.

b. The Contractor shall post a DHCS-approved nondiscrimination statement and language taglines in at least the top two non-English languages I the State (as determined by DHCS), explaining the availability of free language assistance services, and the toll-free and TTY/TDY telephone number of the Contractor's member/customer service unit, as follows:

1. In all significant publications and significant communications that are small-sized, such as postcards and tri-fold brochures.

c. The Contractor's nondiscrimination notice, nondiscrimination statement and language taglines must be in a conspicuously visible font size no smaller than 12 point. Any large print tagline required must be in a font size so smaller than 18 point and must include information on how to request auxiliary aids and services including the provision of the materials in alternative formats.

18. Discrimination Grievances (45 CFR §§ 92.7 and 92.8; W&I Code § 14029.91)

a. The Contractor shall designate a Discrimination Grievance Coordinator who is responsible for ensuring compliance with federal and state nondiscrimination requirements and investigating Discrimination Grievances related to any action that would be prohibited by or out of compliance with, federal or state nondiscrimination law.

b. The Contractor shall adopt Discrimination Grievance procedures that ensure the prompt and equitable resolution of discrimination-related complaints. The Contractor shall not require a beneficiary to file a Discrimination Grievance with the Contractor before filing the grievance directly with DHCS Office of Civil Rights and the U.S. Health and Human Service Office for Civil Rights.

c. The Contractor shall provide information to all beneficiaries and potential beneficiaries on how to file a Discrimination Grievance with:

1. The Contractor and DHCS if there is a concern of discrimination based on sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, gender, gender identity or sexual orientation.

d. The United States Department of Health and Human Services Office of Civil Rights if there is a concern of discrimination based on race, color, national origin, sex, age or

disability.

19. Performance Report

Subcontractor shall submit an annual Performance Report to Colusa County no later than sixty (60) days after the end of the fiscal year or the termination of this agreement, in the format specified by County. Such Performance Report shall be prepared in accordance with the requirements set forth by the Department of Health Care Services (DHCS). The Performance Report shall be the basis upon which a preliminary settlement will be made between the parties to this Contract.

20. Intravenous Drug Use (IVDU) Treatment

County shall ensure that individuals in need of IVDU treatment shall be encouraged to undergo AOD treatment (42 USC 300x-23 (45 CFR 96.126(e)).

21. Tuberculosis Treatment

County shall ensure the following related to Tuberculosis (TB):

a. Routinely make available TB services to individuals receiving treatment.

b. Reduce barriers to patients' accepting TB treatment.

c. Develop strategies to improve follow-up monitoring, particularly after patients leave treatment, by disseminating information through educational bulletins and technical assistance.

22. Hatch Act

County and Contractor agree to comply with the provisions of the Hatch Act (USC, Title 5, Part III, Subpart F., Chapter 73, Subchapter III), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

23. Limitation on Use of Funds for Promotion of Legalization of Controlled Substances

None of the funds made available through this Contract may be used for any activity that promotes the legalization of any drug or other substance included in Schedule I of Section 202 of the Controlled Substances Act (21 USC 812).

24. Marijuana Restriction

Grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Grant funds also cannot be provided to any individual who or

organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders.

25. Byrd Anti-Lobbying Amendment (31 USC 1352)

County and Subcontractor certify that they will not and have not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. County and Subcontractor shall also disclose to DHCS any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

Sixth Modification of C18-141 for Medically Assisted Treatment

This Sixth Modification of Medically Assisted Treatment for Substance Disorders Services Contract is between County of Colusa ("County"), a political subdivision of the State of California. and Aegis Treatment Centers, LLC, (Contractor), a Delaware limited liability company.

Background

On July 1, 2017, the parties executed Contract C18-141 for medically assisted treatment for substance disorder services.

On June 2, 2020, the parties executed a First Modification C20-095 to extend the term of the contract and add a reporting requirement.

On July 1, 2021, the parties executed a Second Modification C21-194 modifying Contractor's Books and Records required to be kept by the Contractor.

On July 1, 2022, the parties executed a Third Modification C22-084 to extend the term of the contract, clarify language in Section 3 and delete Attachment "D" and replace with a NEW Attachment "D."

On April 23, 2024, the parties executed a Fourth Modification C24-047 to extend the term of the contract, increase compensation and update the Contractors address.

On August 20, 2024, the parties executed a Fifth Modification C24-153 to delete Attachment "D" and replace with a new Attachment "D."

The parties now want to modify the contract to increase maximum compensation from $60,000 to $100,000.

Modification

The parties agree to modify the Contract effective May 1, 2025, as follows:

1. Section 3, Compensation is modified by increasing the compensation to $100,000 per fiscal year.

Signatures on next page.

C25-104

COUNTY OF COLUSA

Date: 6/17/25

Daurice K. Smith, Chair

APPROVED AS TO FORM

Richard Stout, County Counsel

AEGIS TREATMENT CENTERS, LLC

Signed by: Koren Sherrick C5092C264F1C45A...

Date: 6/23/2025

Signature

Koren Sherrick Senior VP, Payor Relations

Printed Name and Title

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

Patricia Rodriguez, Deputy Clerk

C24- 153

Fifth Modification of C18-141 for Medically Assisted Treatment

This Fifth Modification of Medically Assisted Treatment for Substance Disorders Services Contract is between County of Colusa ("County"), a political subdivision of the State of California. and Aegis Treatment Centers, LLC, (Contractor), a Delaware limited liability company.

Background

On July 1, 2017, the parties executed Contract C18-141 for medically assisted treatment for substance disorder services.

On June 2, 2020, the parties executed a First Modification C20-095 to extend the term of the contract and add a reporting requirement.

On July 1, 2021, the parties executed a Second Modification C21-194 modifying Contractor's Books and Records required to be kept by the Contractor.

On July 1, 2022, the parties executed a Third Modification C22-084 to extend the term of the contract, clarify language in Section 3 and delete Attachment "D" and replace with a NEW Attachment "D."

On April 23, 2024, the parties executed a Fourth Modification C24-047 to extend the term of the contract, increase compensation and update the Contractors address.

The parties now want to modify the Contract to delete Attachment "D" and replace with a NEW Attachment "D."

Modification

The parties agree to modify the Contract effective August 20, 2024, as follows:

1. Section 21, Attachment "D" Services to be Performed is deleted and a NEW Attachment "D" Scope of Work is added.

COUNTY OF COLUSA

Date: 8/20/24

Gary J. Evans, Chair

APPROVED AS TO FORM

Richard Stout, County Counsel

AEGIS TREATMENT CENTERS, LLC

Date: August 28th, 2024

Signature

Will Dorris, Chief Financial Officer

Printed Name and Title

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

Tiffany Jorgensen, Deputy Clerk

C24-153

Attachment D

AEGIS

TREATMENT CENTERS, LLC.

OUTPATIENT NARCOTIC TREATMENT PROGRAM SERVICES

Scope of Work

MAY 6, 2024

AEGIS TREATMENT CENTERS

7246 Remmet Avenue Canoga Park, CA 91303

Attachment D

1. EXECUTIVE SUMMARY

Aegis Treatment Centers, LLC (Aegis) is a leading provider of Medication Assisted Treatment (MAT) in California, delivering MAT services for over two decades. Operating an extensive network comprising forty-six (46) Narcotic Treatment Programs (NTPs) and associated medication units (MUs), Aegis holds various Drug Medi-Cal and Drug Medi-Cal contracts with forty-four (44) California counties and numerous private insurance plans. All Aegis facilities maintain active licenses and certifications from key agencies, including the Federal Drug Enforcement Administration (DEA), Substance Abuse and Mental Health Services Administration of the US Department of Health and Human Services (SAMHSA), California Department of Health Care Services (DHCS), Medi-Cal, and Medicare. Furthermore, Aegis facilities have continually achieved the highest level of accreditation from the Commission on Accreditation of Rehabilitation Facilities (CARF).

Highlighting historical achievements, Aegis has served eligible Colusa County residents from various Aegis locations and currently can provide treatment for beneficiaries in any of our facilities. Aegis remains committed to upholding the highest standards of care and compliance in the field of Medication Assisted Treatment.

2. ORGANIZATIONAL EXPERIENCE

Founded in 1998, Aegis Treatment Centers, LLC ("Aegis") has more than twenty-five (25) years of experience providing Californians with high-quality substance use disorder treatment. Aegis operates forty-six (46) Narcotic Treatment Programs (NTPs) and Medication Units (MUs) located in twenty-one (21) counties and is responsible for over eleven thousand lives.

Attachment D

In January of 2014, Aegis became the successor organization to Aegis Medical Systems, Inc. ("AMS") and by extension, makes Aegis one of the most experienced and largest treatment providers for opioid use disorder in California. In January 2020, Aegis was acquired by Pinnacle Treatment Centers, Inc., a nationwide substance use disorder treatment provider.

- Aegis Medical Systems, INC. (15 years, 5 months) August 1, 1998, to January 9, 2014
- Aegis Treatment Centers, LLC (6 years, 10 months) January 10, 2014, to Present
- Pinnacle Treatment Centers, Inc. acquired Aegis Treatment Holdings, LLC in January 2020. Aegis Treatment Holdings, LLC owns Aegis Treatment Centers, LLC.

3. GEOGRAPHIC SERVICE AREAS DESCRIPTION

Aegis operates in twenty-one (21) California counties, ensuring Californians have sufficient access to MAT services. Aegis facilities are strategically placed in key areas and have the capacity to treat over 12,000 individuals. The facility most likely to treat Colusa County Drug Medi-Cal (DMC) beneficiaries are located at:

Colusa County

- Aegis Chico – 590 Rio Lindo Avenue, Chico, CA 95926
- Aegis Marysville – 201 D Street, Suite G, Marysville, CA 95901
- Aegis Redding – 1147 Hartnell Ave., Redding CA 96002
- Aegis Roseville – 1133 Coloma Way, #C, Roseville, CA 95661

4. TREATMENT PROGRAM NARRATIVE

The Harm Reduction Discipline guides Aegis, utilizing replacement therapy for patient stabilization. Aegis functions as an ASAM Level 1.0 Opioid Treatment Program with licensing from DHCS and certification as a Drug Medi-Cal Provider. The array of services provided encompasses a comprehensive set of components, including:

Attachment D

1. Assessment,
2. Care coordination,
3. Counseling (both individual and group),
4. Family therapy,
5. Medical psychotherapy,
6. Medication services,
7. MAT for Opioid Use Disorder (OUD),
8. MAT for Alcohol Use Disorder (AUD) and other non-opioid Substance Use Disorders (SUDs),
9. patient education,
10. Recovery services, and
11. SUD crisis intervention services.

Aegis' approach is the application of the Harm Reduction Discipline, employing replacement therapy as the primary mechanism for stabilizing patients recovering from opioid use disorder. Decisions regarding the administration and dosage of Buprenorphine, Methadone or Naltrexone are collaboratively made by the medical director and the individual served, adhering to published Federal induction guidelines, National Best Practices, and compliance with both Federal and State regulations.

While medication plays a vital role in Aegis' treatment model, it is acknowledged that it alone is insufficient to sustain the successful recovery of patients. Recognizing that many patients in an NTP experience co-occurring conditions that, if untreated, may serve as relapse triggers, effective treatment necessitates a multidisciplinary and integrated range of services. This includes caseload management, care coordination, crisis intervention, specialized services in both group and individual settings, social work, education, support groups, recovery services, and peer support. The success rate in NTP settings is contingent on the commitment of patients to their recovery and their compatibility with the NTP treatment modality. Patients with severe mental, emotional, and/or behavioral disorders, or those lacking reliable support systems, may

require integrated treatment in collaboration with a community partner, and in some cases, referral to more intensive level of services.

5. CORE SERVICES: MEDICATION ASSISTED TREATMENT

As an accredited and certified Narcotic Treatment Program (NTP) / Opioid Treatment Program (OTP), Aegis specializes in the administration, dispensing, and prescription of all FDA-approved medications for the treatment of Opioid Use Disorder (OUD) combined with counseling and behavioral therapy. Medications consist of Buprenorphine, Methadone, and Naltrexone, delivered on an outpatient basis in adherence to both state and federal regulations. Injectable medications and formulations are available in specific areas, and when deemed beneficial but unavailable, Aegis considers prescribing through the pharmacy benefit or facilitates a warm handoff referral to a community-based provider capable of offering the necessary services. Every patient enrolled in treatment at an Aegis facility shall meet the federal and state admission criteria and satisfies the medical necessity standards for this level of care as defined. State regulations for OTPs dictate the maximum number of patients allowed to be treated at each OTP.

Aegis employs a diverse, skilled team, including physicians, physician extenders, nurses, medical assistants, Licensed Practical Health Assistants (LPHAs), Alcohol and Drug Counselors, and other professionals dedicated to overseeing and providing comprehensive wraparound services to patients. Physicians, in compliance with federal regulations, prescribe medications and collaborate with patients to determine the therapeutic levels during the induction period, ensuring a balanced experience without withdrawal or euphoria.

Attachment D

Patients have the flexibility to communicate their concerns about being over or under prescribed at any point during treatment, triggering a medical consult with the program physician. Consultations, excluding the initial examination, are conducted in person, via telehealth (synchronous audio-only and synchronous video interactions), or by telephone based on individual needs.

Medication management is a collaborative effort between physicians and nurses. Upon admission, clients are required to see the physician at least once within the initial fourteen (14) days, followed by follow-up appointments within thirty (30), sixty (60), ninety (90) days of admission, and then at least annually. Aegis places great importance on ensuring patients actively engage in addressing their medical needs, either through referral to or collaboration with the appropriate external physicians.

Medication is an integral part of treatment, complemented by individual and group counseling for all patients no less than fifty (50) minutes per month. Recommendations include up to four (4) individual counseling sessions of fifty (50) minutes per month, tailored to individual needs. Group counseling, designed based on specific facility requirements, addresses diverse patient needs, such as family preparation or maternity groups for facilities with a significant number of expecting mothers. Counseling services are delivered in person, via telehealth (synchronous audio-only and synchronous video interactions), or by telephone according to individual preferences.

Aegis upholds a high-accountability program where, at the onset of treatment, patients are required to attend the facility daily, ensuring consistent communication between staff and

patients. During visits to the nurse station for medication, nurses conduct check-ins to monitor patient progress and stability. If concerns arise, medical assistants schedule patients promptly based on their needs.

Patients are required to visit Aegis daily for medication intake. Regulations permit program-compliant patients who meet all state and federal requirements to receive take-home medication privileges. These privileges allow patients to visit the facility less frequently as they demonstrate long-term recovery skills and adherence to program requirements. Aegis patients exhibit high medication compliance, with daily attendance averaging 96%. In the event a patient misses a day due to extenuating circumstances, they are required to visit the next day for medication.

A. Recovery Support

The Aegis model employs counseling services to deliver personalized care, with needs assessments conducted every ninety (90) days as part of the treatment plan. Throughout the treatment duration at Aegis, patients undergo assessments to track progress and determine additional service requirements. Counseling services are administered by professionals, including registered or certified Alcohol and other Drug (AOD) counselors, some licensed as interns with the Board of Behavioral Sciences (BBS), Marriage and Family Therapists (MFT), clinical social workers, and professional clinical counselors. Management supervisory staff often hold licenses as clinical professionals such as Psychologists, LMFTs, and LCSWs.

As a licensed OTP, Aegis is mandated to provide a minimum of fifty (50) minutes of individual counseling services. However, Aegis strives to go beyond regulatory requirements,

aiming to support long-term recovery by offering diverse counseling services based on empirically supported practices. The counseling structure includes both individual and group sessions, utilizing evidence-based practices. Individual counseling may involve case management services when necessary. Aegis provides counselor-led and peer-led groups, with Keys to Recovery (K2R) serving as the model for peer support. The establishment of the Patient Advisory and Advocacy Group (PAAG) allows individuals in long-term recovery to assist others in treatment and address patient needs and concerns with facility management.

To ensure clinical success and cater to individual patient needs, Aegis has extended its scope of practice (i.e. Aegis Model) beyond regulatory and payor requirements. The Aegis model includes professional development of its clinical staff and makes available a menu of services intended to achieve the greatest clinical success. At a minimum, each clinician will receive ongoing professional development in evidence-based practices ("EBP"). Combining EBPs with the following expanded services gives the individual the greatest chance of success in their recovery.

- **Motivational Interviewing**: Aims to heighten patient engagement in their treatment planning and recovery journey, fostering encouragement and a sense of empowerment towards their future.
- **Cognitive Behavioral Therapy:** Works to overcome obstacles posed by the patient's emotional state and rationalize treatment planning. It guides patients to focus on recovery through logical responses to uncontrolled circumstances, minimizing reliance on emotional reactions.

Attachment D

- **Narrative Therapy:** Provides patients with a holistic perspective on themselves, recognizing the "larger picture" and individual elements of their lives, including strengths and available support systems.
- **Group Counseling:** Recognizes the unique clinical value of group dynamics and aims to expand group counseling alongside individual sessions. Addresses various populations, including:
    - Relapse Prevention for early signs (e.g., associating with "old friends," "old places").
    - Anger Management for emotional issues affecting recovery and support systems.
    - Domestic Violence therapy to cope with emotional burdens from verbal and physical abuse.
    - Pre-natal and Peri-natal counseling for parents.
    - Family Preservation for those facing family crises.
- **Substance Abuse Maintenance Method ("SAMA"):** Addresses common co-occurring mental conditions and their triggers.
- **Specialized Counseling:** Targets special socio-economic patient needs not covered by other counseling methods. Utilizes community resources and includes various counseling protocols and procedures.
- **Case Management:** Involves assigning each patient to a caseload manager, the primary point of contact responsible for evaluation, treatment, discharge plans, and referrals to other professionals.

- **Educational Programs:** Provided by medical directors, regional clinical directors, and specialists. Focuses on educating patients about their conditions and overcoming potential barriers to treatment, offered at no charge.
- **Clinical Supervision:** In addition to medical directors, regional clinical directors assist in evaluating and treating patients with mental, emotional, and behavioral disorders. They also handle strategic relationships, community relations, networking, specialized services, recruiting, training, and supervision of interns.
- **Internal Procedures**: Involves case conferences, peer reviews, and staff training conducted weekly and monthly to maintain high clinical standards.
- **Crisis Intervention:** Caseload Managers oversee intervention on a case-by-case basis, crucial for identifying early relapse signs and mitigating triggers.

B. Care Coordination aka Case Management Services

Care Coordination, also known as Case Management services, is extended to all patients demonstrating the need for such support. Identification of this need occurs at admission and throughout the treatment phase, involving program staff members and interdisciplinary case conference meetings. While certain care coordination services may be comprehensively addressed by Aegis staff, individuals requiring additional services are referred to specialized services. Aegis actively encourages all patients to consent to care coordination between Aegis and specialized care providers.

Care coordination involves a spectrum of activities aimed at integrating SUD care, mental health care, and medical care. Its purpose is to support members by linking them to services and support designed to restore them to their best possible functional level. This coordination is

integral to ensuring an individual receives a client-centered and whole-person approach to wellness.

Key components of care coordination include:

1. Coordinating with medical and mental health care providers to monitor and support co-morbid health conditions.
2. Discharge planning, including coordination with SUD treatment providers to support transitions between levels of care, recovery resources, referrals to mental health providers, and referrals to primary or specialty medical providers.
3. Coordinating with ancillary services, including individualized connections, referrals, and linkages to community-based services and supports across various domains such as education, social services, vocational assistance, housing, nutrition, criminal justice, transportation, childcare, child development, family/marriage education, cultural sources, and mutual aid support groups.

PHASE, Aegis' electronic health record system, meticulously lists and tracks ancillary services and referral partners. Clinical staff can seamlessly search for community partners and referral networks within PHASE, provided the patient consents to care coordination. The PHASE system mandates the documentation of referrals. In instances where a patient's care needs surpass the scope of Aegis or MAT, an assessment is conducted using the ASAM continuum (full) assessment for appropriate transitioning.

C. Recovery Services

Recovery Services are crafted to bolster recovery efforts and prevent relapse, aiming to restore members to their optimal functional level. These services underscore the central role of

members in managing their health, utilizing effective self-management strategies, and mobilizing internal and community resources for continuous support.

At admission, and in the event of or potential release, Aegis patients will be assigned a Recovery specialist who will deliver the following services:

1. Assessment
2. Care Coordination
3. Counseling (individual and group)
4. Family Therapy
5. Recovery Monitoring: This includes recovery coaching and monitoring aimed at the maximal reduction of the member's SUD.
6. Relapse Prevention: Encompassing interventions to teach members with SUD how to anticipate and cope with the potential for relapse, contributing to the maximal reduction of the member's SUD.

Patients will remain under the care of a Recovery Specialist for no less than ninety (90) days.

D. Support Groups

Keys to Recovery ("K2R") Support Groups: Aegis has developed a variety of K2R support groups in its facilities. K2R groups are similar to 12-step support groups and are patient-run; K2R groups complement the short-term treatment goals of patients. Such groups are dedicated to various topics, including anxiety, anger, grief and loss, relapse prevention, etc. The patients who facilitate K2R meetings are primarily local PAAG members. These services are not billed to the patient or their carriers.

It's important to note that support groups allow patients with similar issues to provide each other with emotional support and advice. Most importantly, they give patients a sense of power over and responsibility toward their recovery. Patients who participate in support groups show higher rates of recovery.

E. Evidenced Based Practices

Aegis has adopted the following evidence-based practices into its service delivery model.

- **Relapse Prevention using the Matrix Model:** The materials used in the Matrix Model have been used since 1980 for the treatment of substance use treatment. The materials are effective at addressing early recovery skills as well as relapse prevention. Since our clients universally suffer from substance use disorder, effectively addressing barriers to initial and ongoing recovery is central to treatment.
- **Seeking Safety:** Substance use disorder may be initiated through trauma and substance use itself engenders traumatic experiences. Seeking Safety materials are designed to address issues of trauma as they relate to substance use and are vital to ensuring that the resolution of trauma occurs along with recovery.
- **Motivational Interviewing:** Motivational interviewing is an effective approach to substance use disorder treatment. The dynamics involved in substance use disorder are often complex but require active and vigorous change to resolve. Motivational interviewing supports adaptive changes for clients while ensuring that self-efficacy and autonomy are emphasized.

- **Cognitive Behavioral Therapy through Mind Over Mood curricula:** Substance use disorder is often accompanied by mental states that perpetuate or exacerbate the disorder. Using the Mind over Mood curriculum provides for the insertion of cognitive-behavioral therapy within an appropriate scope of practice for SUD treatment. Mind Over Mood will assist in resolving emotional states that are directly the result of substance use and maladaptive to recovery.
- **Psychoeducation**

F. Co-Occurring Mental Disorder (COD) Enhancements:

Navigating the complexities of narcotic replacement therapy introduces an additional clinical challenge when patients present with a co-occurring disorder (COD), where mental, emotional, or behavioral disorders coincide with substance abuse issues. Within the context of Aegis, a patient may grapple not only with substance abuse but also contend with concurrent depressive disorder, anxiety disorder, or post-traumatic stress disorder (PTSD). Government data indicates that a significant portion, ranging from 50-75%, of individuals in substance abuse treatment programs are diagnosed with one or more conditions categorized as COD.

Extensive research underscores the critical impact of untreated COD, revealing that patients facing these dual challenges are more prone to treatment non-completion or swift relapse once treatment concludes. Early identification of COD by Aegis is imperative, and the patient's treatment plan must adeptly address both the substance abuse issue and the associated mental, emotional, or behavioral disorder. By recognizing and holistically addressing

these intertwined challenges, healthcare providers can significantly enhance the effectiveness and long-term success of narcotic replacement therapy for individuals grappling with COD.

6. Staff Member Experience

Aegis has an established history of providing the necessary administrative, operational, and treatment infrastructure to support successful recruiting and workplace development and ensure effective treatment to over eleven thousand patients. Aegis employs over eight hundred (800) professionals from various disciplines with varying educational backgrounds and hundreds of hours of experience in health care and behavioral health treatment. The variety of expertise and skillsets contributes to a multidisciplinary team who regularly collaborates to ensure comprehensive treatment services to every Aegis patient.

As an organization, in aggregate, key staff members have the following years of experience:

- Medical Providers - + two hundred (200) years of experience
- Regional Directors- +one hundred fifty (150) years of experience
- Executive Directors- +one hundred twenty (120) years of experience
- Dispensing nurses - +two hundred years (200) of experience

To ensure adequate services are provided, Aegis utilizes a staffing formula based on the following patient-to-staff ratios:

- Forty (40) patients per Counselor
- Two hundred (200) patients per Lead Counselor or Assistant Manager
- One hundred fifty (150) – two hundred (200) patients per LVN
- One hundred fifty (150) patients per Physician Day
- One hundred (100) patients per Medical Assistant

C24-153

Attachment D

The following descriptions summarize the responsibilities of an Aegis facility team. The description, required qualifications, and responsibilities for each are detailed in the attached job descriptions. All providers deliver services within their scope of practice and in accordance with Drug Medi-Cal Organized Delivery Services Staff Service Categories.

1. **Executive Director.** Supervises facility operations and ensures regulatory compliance. Oversees quality assurance/control of clinical and medical services. Hires, trains, and supervises clinic staff.
2. **Medical Director.** Assumes the highest medical responsibility for patients. Ensures medical regulatory compliance. Conducts physical examinations of patients and provides appropriate care. Evaluates and prescribes replacement therapy (methadone or buprenorphine, as clinically appropriate). Teaches and trains clinical staff.
3. **Physician Assistant, Nurse Practitioner.** Works closely and under the direction of the Medical Director to provide services such as medical assessments and physical exams to patients. Also involved in teaching and training of clinical staff.
4. **Dispensing Nurse (Licensed Vocational Nurse).** Per Medical Directors orders, order and dispenses controlled and non-controlled substances and evaluates patients for side effects or reactions. Ensures patient confidentiality and security at the dispensing window.
5. **Licensed Practitioner of the Healing Arts (LPHA).** Professional staff must be licensed, registered, certified, or recognized under California state scope of practice statutes. Professional staff shall provide services within their individual scope of practice and receive supervision required under their scope of practice laws.

6. **Supervising / Lead Counselor.** Under the supervision of the Executive Director, the Lead Counselor provides support and assistance to the Director regarding the facility's clinical operations. The Counselor is responsible for ensuring the clinical department, and its counselors deliver optimal care by executing the organization's clinical protocols and regulatory and payor requirements. The Lead Counselor oversees all functions of counselors and is responsible for their professional growth and discipline through direct supervision.
7. **Registered and Certified Counselor**. Assigned to the patient as the main point of contact. Orients new patients, conducts assessments, develops treatment plans, and provides counseling services as prescribed. Monitors patient's treatment progress, especially as it relates to relapse indicators, as well as provides individual and group counseling services
8. **Clinic Coordinator.** Under the direction of the Executive Director, the Clinic Coordinators assist the Director by overseeing the program's day-to-day front and back operations. They perform administrative duties such as coordinating the medical staff who care for patients and serving as a point of contact for patients, patient families, and medical professionals.
9. **Medical Assistant.** Assists the medical providers in caring for individuals under our care. Responsibilities for front and back-office include welcoming and checking in guests, scheduling patient visits, maintaining electronic health records, carrying out routine care procedures such as taking blood pressure, checking vital signs, gathering lab results, and assisting with the daily observation of patients' conditions.

10. **Care Coordinator.** Determines clinical necessity of additional services such as social work, psychotherapy, education, and participation in specialty groups.
11. **Patient Navigator.** Responsible for care coordination by working closely with community partners, such as local hospitals, to refer them to appropriate levels of care or whole person care.
12. **Regional Director.** Responsible for various functions, including achieving organization goals, overseeing daily operations of facilities within the region, creating and managing operational budgets, and setting performance objectives. Recruiting, training, and supporting executive directors and managers and conducting regular performance appraisals.

7. ELECTRONIC HEALTH RECORDS & DATA SYSTEMS

Aegis employs the proprietary EHR system, "PHASE," as a robust, web-based data collection platform. PHASE integrates modules covering front office, back office, lab & UA, counseling, and dispensing. Aegis ensures prompt and accurate data reporting, meeting both State and County requirements.

Aegis has well-established policies relating to data entry and transmission, primarily administered by our proprietary EHR called "PHASE". PHASE incorporates NTP best practices and regulatory requirements, as well as acts as a secure, scalable, and feature-rich web-based data collection platform that enables clinicians to manage and analyze efficiently critical patient treatment information in real-time.

PHASE consists of the following modules:

(1) Front Office Module, patient and staff schedules; billing; eligibility verification; issuance of invoices, receipts and deposit slips;

(2) Back Office, patient health history; prescribed medications; medical examinations;

(3) Lab & UA, lab work; urine analysis; automated interface of lab reports;

(4) Counseling, need assessments; clinical screening tools; treatment plans; discharge plans;

(5) Dispensing, medication inventory management; electronic dispensing of medication.

PHASE also has a CalOMS module into which all our facilities currently enter their CalOMS data. The data is batched at the end of each month and submitted to the State ADP and participating Counties. Aegis is able to provide CalOMS data in an electronic format (either in the State's format or any other proprietary format, as required).

Furthermore, PHASE can generate over five hundred (500) built-in reports covering every aspect of patient care. Accordingly, Aegis is exceptionally well equipped to create any data reports needed for DMC-ODS Pilot data requirements. Aegis is confident in its organizational capacity to collect and report data to the County within five (5) business days of a request and in compliance with all other State and County data system reporting.

Aegis also implements an Encryption Policy and service (i.e., Mimecast) to encrypt all PHI and other sensitive data. The system uses a symmetric cryptosystem key length at least 80 bits for confidential data and 64 bits for additional sensitive information. For portable devices, all users must obtain specific permission before storing confidential data on a mobile computing device. Confidential information stored on portable devices must be encrypted using an approved encryption product approved by the Director of Technology.

C24-153

8. REIMBURSEMENT RATES FOR PROGRAM SERVICES

Aegis, functioning as a Fee-for-Service provider under DMC/DMC-ODS, engages in negotiated reimbursement rates with the County. These rates, aligned with DHCS Behavioral Health Payment Reform and DMC ODS guidelines, aim to comprehensively cover the costs of delivering NTP MAT services.

The County shall compensate the Contractor in accordance with the negotiated Drug Medi-Cal (DMC) / Drug Medi-Cal Organized Delivery System (DMC-ODS) rates and service codes as outlined in the Department of Health Care Services (DHCS) billing manual. When required, reimbursement rates shall be renegotiated and agreed upon between the County and the provider. Rates shall be adequate to cover the cost of delivering services as a provider within the DMC or DMC-ODS network.

C24-047

Fourth Modification of C18-141 for Mental Health Services

This Fourth Modification of Medically Assisted Treatment for Substance Disorders Services Contract is between County of Colusa (County), a political subdivision of the State of California, and Aegis Treatment Centers, LLC, (Contractor), a Delaware limited liability company.

Background

On July 1, 2017, the parties executed Contract C18-141 for medically assisted treatment for substance disorder services.

On June 2, 2020, the parties executed a First Modification C20-095 to extend the term of the contract and add a reporting requirement.

On July 1, 2021, the parties executed a Second Modification C21-194 modifying Contractor's Books and Records are required to be kept by the Contractor.

On July 1, 2022, the parties executed a Third Modification C22-084 to extend the term of the contract, clarify language in Section 3 and delete Attachment D and replace with a new Attachment D.

The parties now want to modify the Contract to increase the compensation, extend the term and update the mailing address.

Modification

The parties agree to modify the Contract effective July 1, 2024 as follows:

1. Section 2, Term of the Contract is modified to extend the term of the contract through June 30, 2026.

2. Section 3, Compensation is modified to increase the amount paid each fiscal year from $30,000 to $60,000 each fiscal year effective FY 23/24.

3. Section 13, Written Notification is modified by deleting Contractor address and replacing with the following address:

Aegis Treatment Centers, LLC
1317 Route 73 North, Suite 200
Mount Laurel, NJ 08054-2202

SIGNATURES ON FOLLOWING PAGE

C24-647

COUNTY OF COLUSA

for Gary J. Evans, Chair Date: 4/23/24

APPROVED AS TO FORM

Richard Stout, County Counsel

AEGIS TREATMENT CENTERS, LLC

Signature Date: 4/29/24

Will Dorris, CFO
Printed Name and Title

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

Tiffany Jorgensen, Deputy Clerk

C22-084

Third Modification of C18-141 for Mental Health Services

This Third Modification of Medically Assisted Treatment for Substance Disorders Services Contract is between County of Colusa (County), a political subdivision of the State of California, and Aegis Treatment Centers, LLC, (Contractor), a Delaware limited liability company.

Background

On July 1, 2017, the parties executed Contract C18-141 for medically assisted treatment for substance disorder services.

On June 2, 2020, the parties executed a First Modification C20-095 to extend the term of the contract and add a reporting requirement.

On July 1, 2021, the parties executed a Second Modification C21-194 modifying Contractor's Books and Records are required to be kept by the Contractor.

The parties now want to modify the Contract to extend the term, modify compensation and increase the scope of services provided.

Modification

The parties agree to modify the Contract effective July 1, 2022 as follows:

1. Section 2, Term of the Contract is modified to extend the term of the contract from June 30, 2022 to June 30, 2024.
2. Section 3, Compensation is modified to read, "Compensation to be paid to Contractor shall not exceed $30,000 each fiscal year."
3. Section 21, Attachments, is modified by deleting Attachment D Services to be Performed in its entirety and replacing with a NEW Attachment D Services to be Performed, attached hereto.

COUNTY OF COLUSA

Date: 5/24/22

J. Merced Corona, Chair

AEGIS TREATMENT CENTERS, LLC

Date: 5/26/2022

~~Victoria Blacksmith, CEO~~
SUSAN D HOEFLICH, VP, MANAGED CARE

APPROVED AS TO FORM

Richard Stout, County Counsel

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

Melissa Kitts, Deputy

C22-084

ATTACHMENT D

Services to be Performed

1. Contractor shall provide a Drug Medi-Cal (DMC) outpatient Narcotic Treatment Program (NTP) for Colusa County residents in accordance with the terms of this Contract. A NTP as defined in Title 22, California Code of Regulation (CCR), Section 51341.1(d)(1), means an outpatient service using federally approved medications for NTP, directed at stabilization and rehabilitation of persons who are opiate addicted and have a substance abuse diagnosis. For the purposes of Section 51341.1(d)(1), "narcotic treatment program" does not include detoxification treatment.
2. Contractor shall provide Covered Services for eligible DMC beneficiaries in need of such services. Covered Services means DMC services authorized by Title XIX of the Social Security Act and specified in Title 22, California Code of Regulations and shall include, among other things, NTP services:
    a. Federally approved medications for NTP
    b. Drug screening and other testing as appropriate
    c. Individual and Group counseling services regarding NTP approved medication maintenance
3. Contractor shall comply with all terms and conditions of this Contract and all pertinent state and federal laws and regulations.
4. Contractor shall require DMC beneficiaries to provide proof of current Colusa County residency prior to billing County for treatment services provided under this program. Proof of current residency must be separate and distinct from Medi-Cal eligibility requirements and be from a reliable and verifiable source (i.e., public utility, municipality, homeowner or tenant records, federal or state records, financial or insurance documents).
5. Contractor shall submit an annual Performance Report to County no later than sixty (60) days after the end of the fiscal year or the termination of this agreement, in the format specified by County. Such Performance Report shall be prepared in accordance with the requirements set forth by the Department of Health Care Services (DHCS). The Performance Report shall be the basis upon which a preliminary settlement will be made between the parties to this Contract.
6. The Contractor shall regularly assess (e.g. review population information available through Census Bureau, compare to information obtained in CalOMS Treatment to determine whether population is being reached, survey Tribal representatives for insight in potential barriers) the substance use service needs of the American Indian/Alaskan Native (AI/AN) population within the Contractors geographic area and shall engage in regular and meaningful consultation and collaboration with elected officials of the tribe, Rancheria, or their designee for the purpose of identifying issues/barriers to service delivery and improvement of the quality, effectiveness, and accessibility of services available to AI/AN communities within the county.

Aegis Treatment Centers, LLC

C22-084
5/24/22
Behavioral Health

C21-194

Second Modification of C18-141 for Mental Health Services

This Second Modification of Medically Assisted Treatment for Substance Disorders Services Contract is between County of Colusa (County), a political subdivision of the State of California, and Aegis Treatment Centers, LLC, (Contractor), a Delaware limited liability company.

Background

On July 1, 2017, the parties executed Contract C18-141 for medically assisted treatment for substance disorder services.

On June 2, 2020, the parties executed a First Modification C20-095 to extend the term of the contract and add a reporting requirement.

The parties now want to modify the Contract to increase the time of record keeping requirement.

Modification

The parties agree to modify the Contract effective July 1, 2021 as follows:

1. Section 6 and 6A, Contractor's Books and Records, is modified to increase the time records are required to be kept by the Contractor from five (5) years to ten (10) years.

COUNTY OF COLUSA

Date: 10/26/21

Gary J. Evans, Board Chair

AEGIS TREATMENT CENTERS, LLC

Date: 11/17/2021

~~Victoria Blackshith, CEO~~
SUSAN D HOEFLICH, VP, MANAGED CARE

APPROVED AS TO FORM

Richard Stout, County Counsel

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

by

Melissa Kitts, Deputy

C21-194

Second Modification of C18-141 for Mental Health Services

This Second Modification of Medically Assisted Treatment for Substance Disorders Services Contract is between County of Colusa (County), a political subdivision of the State of California, and Aegis Treatment Centers, LLC, (Contractor), a Delaware limited liability company.

Background

On July 1, 2017, the parties executed Contract C18-141 for medically assisted treatment for substance disorder services.

On June 2, 2020, the parties executed a First Modification C20-095 to extend the term of the contract and add a reporting requirement.

The parties now want to modify the Contract to increase the time of record keeping requirement.

Modification

The parties agree to modify the Contract effective July 1, 2021 as follows:

1. Section 6 and 6A, Contractor's Books and Records, is modified to increase the time records are required to be kept by the Contractor from five (5) years to ten (10) years.

COUNTY OF COLUSA

Gary J. Evans Date: 10/26/21

Gary J. Evans, Board Chair

APPROVED AS TO FORM

Richard Stout, County Counsel

AEGIS TREATMENT CENTERS, LLC

Date: 11/17/2021

~~Victoria Blacksmith, CEO~~
SUSAN D. HOLTRICH, VP, MANAGED CARE

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

by Melissa Kitts

Melissa Kitts, Deputy

Aegis Treatment Centers, LLC

CD1-194
10/26/21
BH

C20-095

First Modification of C18-141 for Mental Health Services

This First Modification of Medically Assisted Treatment for Substance Disorders Services Contract C18-141 is between County of Colusa (County), a political subdivision of the State of California, and Aegis Treatment Centers, LLC, (Contractor), a Delaware limited liability company.

Background

On July 1, 2017, the parties executed Contract C18-141 for medically assisted treatment for substance disorder services.

The parties now want to modify the Contract to extend the termination date and add a reporting requirement.

Modification

The parties agree to modify the Contract effective June 2, 2020, as follows:

1. Section 2, Term, of the Contract is modified to extend the term of the Contract from June 30, 2020 to June 30, 2022.

2. Attachment "D", Services to be Performed, add paragraph 5:

   5. Contractor shall submit an annual Performance Report to County no later than sixty (60) days after the end of the fiscal year or the termination of this agreement, in the format specified by County. Such Performance Report shall be prepared in accordance with the requirements set forth by the Department of Health Care Services (DHCS). The Performance Report shall be the basis upon which a preliminary settlement will be made between the parties to this Contract.

COUNTY OF COLUSA

_____ Date: 6/2/20
Denise J. Carter, Board Chair

AEGIS TREATMENT CENTERS, LLC

_____ Date: 7/16/2020
~~Alexander Dodd, CEO~~
Thaiphong Vo, In-House Counsel

APPROVED AS TO FORM

_____
Marcos A. Kropf, County Counsel

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

by _____
Patricia Rodriguez, Deputy

C 18-141

Medically Assisted Treatment for Substance Abuse Disorders Services Contract

This Medically Assisted Treatment for Substance Abuse Disorders Services Contract ("Contract") is between the County of Colusa ("County"), a political subdivision of the State of California and Aegis Treatment Centers, LLC (Contractor), a Delaware limited liability corporation.

1. **Services to be Performed:** Contractor agrees at its own expense to furnish all equipment, labor and materials necessary to provide County with medically assisted treatment for substance abuse disorders, as more specifically detailed in Attachment "D".

2. **Term:** This Contract shall begin on July 1, 2017 and shall terminate on June 30, 2020. This Contract may be extended for up to two (2) years as long as both parties agree to an extension by signing a written extension approved by the Board of Supervisors.

3. **Compensation:** Compensation to be paid to Contractor shall not exceed $60,000 ($30,000 each fiscal year). Compensation will be paid in accordance with paragraph 4, Method of Payment.

4. **Method of Payment:** Contractor shall bill monthly by invoice directed to the Director of Behavioral Health. Contractor will provide County a completed IRS for W-9 before payments will issue from County. 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, including the date, time and duration of 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 five (5) years, or for any longer period required by law, following audit, or from the date of final payment to Contractor under this Contract, whichever is later.

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

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

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

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

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

violations of law by the other 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 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. Such insurance coverage shall have an effective date prior to or equal to the effective date of this Contract and continue coverage for a period of three (3) years after the expiration of this Contract and any extensions thereof. In lieu of maintaining post-contract expiration overage as specified above, Contractor may satisfy this provision by purchasing tail coverage for the claims made policy. Such tail coverage shall, at a minimum, provide coverage for claims received and reported three (3) years after expiration of this Contract.

   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 two million dollars ($2,000,000) in aggregate. The insurance coverage provided by Contractor shall contain language providing coverage for up to six (6) months 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.

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

11. **Licenses:** Contractor represents and warrants to County that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required

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

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

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

If to County:	Colusa County Department of Behavioral Health Attn: Director 162 E. Carson Street Colusa, CA 95932
If to Contractor:	**Corporate Office** Aegis Treatment Centers, LLC. 7246 Remmet Avenue Canoga Park, California 91303

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

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

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

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

18. **Assignment & Subcontracting**: The parties recognize that a substantial inducement to County for entering into this Contract is the professional reputation, experience, and

competence of Contractor. Assignments of any or all rights, duties or obligations of Contractor under this Contract will be permitted only with the express consent of County. Contractor shall not subcontract any portion of the work to be performed under this Contract without the written authorization of County. If County consents to such subcontract, Contractor shall be fully responsible to County for all acts or omissions of the subcontractor. Nothing in this Contract shall create any contractual relationship between County and subcontractor nor shall it create any obligation on the part of County to pay any monies due to any such subcontractor unless otherwise required by law.

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

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

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

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

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

    A. Attachment "A" Reasons for Termination
    B. Attachment "B" Additional Requirements
    C. Attachment "C" HIPAA Business Associate Addendum

COUNTY OF COLUSA

Gary J. Evans Date: 8/7/18

Gary J. Evans, Board Chair

AEGIS TREATMENT CENTERS, LLC

Signature Date: 8/24/18

ALEXANDER DODD CEO

Printed Name and Title

APPROVED AS TO FORM:

Marcos A. Kropf, County Counsel

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

By Patricia R

Patricia Ann Nordyke, Deputy

ATTACHMENT A

REASONS FOR TERMINATION

1. Nondiscrimination and Institutional Safeguards for Religious Providers

Contractor shall establish such processes and procedures as necessary to comply with the provisions of Title 42, USC, Section 300x-65 and Title 42, CFR, Part 54, (Reference Document 1B).

2. Trafficking Victims Protection Act of 2000

Contractor and its Subcontractors that provide services covered by this Contract shall comply with Section 106(g) of the Trafficking Victims Protection Act of 2000 as amended (22 U.S.C. 7104).

ATTACHMENT B

ADDITIONAL REQUIREMENTS

1. No Unlawful Use or Unlawful Use of Messages Regarding Drugs

Contractor agrees that information produced through these funds, and which pertains to drugs and alcohol – related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol – related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (HSC Section 11999-11999.3). By signing this Contract, Contractor agrees that it will enforce, and will require its Subcontractors to enforce, these requirements.

2. Restriction on Distribution of Sterile Needles

No Substance Abuse Prevention and Treatment (SAPT) Block Grant funds made available through this Contract shall be used to carry out any program that includes the distribution of sterile needles or syringes for the hypodermic injection of any illegal drug unless the State chooses to implement a demonstration syringe services program for injecting drug users.

3. Counselor Certification

Any counselor or registrant providing intake, assessment of need for services, treatment or recovery planning, individual or group counseling to participants, patients, or residents in a DHCS licensed or certified program is required to be certified as defined in Title 9, CCR, Division 4, Chapter 8. (Document 3H)

4. Health Insurance Portability and Accountability Act (HIPAA) of 1996

Subcontractor must report any security incidents or breaches of unsecured PHI to the Contractor. In accordance with 45 CFR Section 164.504€(1)(ii), upon Contractor's knowledge of a material breach or violation by its subcontractor of the agreement between Contractor and the subcontractor, Contractor shall provide an opportunity for the subcontractor to cure the breach. If a breach of unsecured protected health information affects fewer than 500 individuals, Subcontractor must complete a notice for a breach within 60 days of the end of the calendar year in which the breach was discovered. If a breach of unsecured protected health information affects 500 or more individuals, Subcontractor must notify the Secretary of the breach without unreasonable delay and in no case later than 60 calendar days from the discovery of the breach. Additionally, subcontractor must submit the notice for a breach.

ATTACHMENT C

HIPAA BUSINESS ASSOCIATE ADDENDUM

The purpose of this Exhibit is to satisfy certain standards and requirements of HIPAA and the HIPAA regulations, and other applicable laws.

Definitions

Catch-all definition:

The following terms used in this Addendum shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Specific definitions:

(a) Business Associate. "Business Associate" shall generally have the same meaning as the term "Business Associate" at 45 CFR 160.103. , and in reference to the party to this Addendum, shall mean Comfort Haven for the Elderly. Generally, a Business Associate provides services, arranges, performs or assists in the performance of functions or activities on behalf of the covered entity and creates, receives, maintains, transmits, uses or discloses PHI. Colusa County Behavioral Health (Behavioral Health) and Business Associate desire to protect the privacy and provide for the security of PHI created, received, maintained, transmitted, used or disclosed pursuant to this Addendum, in compliance with HIPAA and HIPAA regulations.

(b) Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this Addendum, shall mean [Colusa County Department of Behavioral Health].

(c) Protected Health Information or PHI. "Protected Health Information" or "PHI" means any information, whether oral or recorded in any form or medium that relates to the past, present, or future physical or mental condition of an individual, the provision of health and dental care to an individual, or the past, present, or future payment for the provision of health and dental care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI shall have the meaning given to such term under HIPAA and HIPAA regulations, as the same may be amended from time to time.

(d) HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification,

and Enforcement Rules at 45 CFR Part 160 and Part 164.

(e) Data Aggregation. "Data Aggregation" shall have the meaning given to such term under the Privacy Rule, including but not limited to, 45 CFR Section 164.501.

(f) The terms used in this Exhibit, but not otherwise defined, shall have the same meanings as those terms are defined in the HIPAA regulations.

Obligations and Activities of Business Associate

Business Associate agrees to:

(a) Not use or disclose protected health information other than as permitted or required by the Addendum or as required by law;

(b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Addendum. Business Associate shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities, and which incorporates the requirements of section (k), below. Business Associate will provide Behavioral Health with its current and updated policies;

(c) Report to covered entity any use or disclosure of protected health information not provided for by the Addendum of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;

(d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;

(e) Within ten (10) days of receipt of a request from Behavioral Health make available protected health information in a designated record sent to the Colusa County Behavioral Health Department as necessary to satisfy its obligations under 45 CFR 164.524;

(f) Within ten (10) days of receipt of a request from Behavioral Health make any amendment(s) to protected health information in a designated record set as directed or agreed to by Behavioral pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Behavioral Health's obligations under 45 CFR 164.526;

(g) Maintain and make available within ten (10) days of receipt of a request from Behavioral Health information required to provide an accounting of disclosures to the individual as

necessary to satisfy Behavioral Health's obligations under 45 CFR 164.528;

(h) To the extent the Business Associate is to carry out one or more of Behavioral Health's obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to Behavioral Health in the performance of such obligation(s);

(i) Request, use and disclose the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure; 45 CFR 164.514(d)(3)

(j) Make its internal practices, books, and records available to the County and Secretary for purposes of determining compliance with the HIPAA Rules within ten (10) days of request by County;

(k) The Business Associate shall take any and all steps necessary to ensure the continuous security of all computerized data systems containing Behavioral Health PHI. These steps shall include, at a minimum: Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III- *Security of Federal Automated Information Systems*, which sets forth guidelines for automated information systems in Federal agencies. It is expected the Business Associate will implement and maintain the most stringent means and system to safeguard and provide the highest level of protection for Behavioral Health PHI from breaches and security incidents.

(l) Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate or its subcontractors in violation of the requirements of this Exhibit.

Permitted Uses and Disclosures by Business Associate

(a) Business Associate may only use or disclose protected health information as necessary to provision of the services set forth in the Service Agreement. (Agreement) Further, the Business Associate is authorized to use protected health information to de-identify the information in accordance with 45 CFR 164.514(a)-(c).

(b) Business Associate may use or disclose protected health information as required by law.

(c) Business Associate agrees to make uses and disclosures and requests for protected health information consistent with Behavioral Health's minimum necessary policies and procedures.

(d) Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by covered entity, except for the specific uses and disclosures set forth below.

(e) Business Associate may disclose protected health information for the proper management

and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(f) Business Associate may provide data aggregation services relating to the health care operations of Behavioral Health.

Provisions for Behavioral Health to Inform Business Associate of Privacy Practices and Restrictions

(a) Behavioral Health shall notify Business Associate of any limitation(s) in the notice of privacy practices of covered entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of protected health information.

(b)Behavioral Health shall notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect Business Associate's use or disclosure of protected health information.

(c) Behavioral Health shall notify Business Associate of any restriction on the use or disclosure of protected health information that Behavioral Health has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of protected health information.

Permissible Requests by Behavioral Health

Behavioral Health shall not request Business Associate to use or disclose protected health information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Behavioral Health, except if the Business Associate will use or disclose protected health information for, and the Agreement includes provisions for, data aggregation or management and administration and legal responsibilities of the Business Associate.

Term and Termination

(a) Term. The Term of this Addendum shall be effective as of the date of the Agreement, and shall terminate when the Agreement terminates or on the date Behavioral Health terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.

(b) Termination for Cause. Business Associate authorizes termination of this Addendum by Behavioral Health, if Behavioral Health determines Business Associate has violated a material term of the Addendum and Business Associate has not cured the breach or ended

the violation within the time specified by Behavioral Health. Behavioral Health may in its discretion provide the Business Associate with an opportunity to cure a violation or breach of the contract before termination for cause.

(c) Obligations of Business Associate Upon Termination.

Upon termination of this Addendum for any reason, Business Associate, with respect to protected health information received from Behavioral Health, or created, maintained, or received by Business Associate on behalf of Behavioral Health, shall:

1. Retain only that protected health information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
2. Return to Behavioral Health or, if agreed to by Behavioral Health, destroy the remaining protected health information that the Business Associate still maintains in any form;
3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as Business Associate retains the protected health information;
4. Not use or disclose the protected health information retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at paragraphs (e) above under "Permitted Uses and Disclosures By Business Associate"] which applied prior to termination; and
5. Return to Behavioral Health or, if agreed to by Behavioral Health, destroy the protected health information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities; or
6. At the request of Behavioral Health transmit the protected health information to another Business Associate of the Behavioral Health at termination, and/or could add terms regarding a Business Associate's obligations to obtain or ensure the destruction of protected health information created, received, or maintained by subcontractors.

(d) Survival. The obligations of Business Associate under this Section shall survive the termination of this Addendum.

Miscellaneous

(a) Regulatory References. A reference in this Addendum to a section in the HIPAA Rules means the section as in effect or as amended.

(b) Amendment. The Parties agree to take such action as is necessary to amend this

Addendum from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.

(c) Interpretation. Any ambiguity in this Addendum shall be interpreted to permit compliance with the HIPAA Rules. Except as specifically required to implement the purposes of this Addendum, or to the extent inconsistent with this Addendum, all other terms of the Agreement to which this Addendum is attached shall remain in effect.

(d) Ownership. Behavioral Health at all times owns the PHI shared pursuant to the terms of this Addendum.

ATTACHMENT D

Services to be Performed

1. Contractor shall provide a Drug Medi-Cal (DMC) outpatient Narcotic Treatment Program (NTP) for Colusa County residents in accordance with the terms of this Contract. A NTP as defined in Title 22, California Code of Regulation (CCR), Section 51341.1(d)(1), means an outpatient service using federally approved medications for NTP, directed at stabilization and rehabilitation of persons who are opiate addicted and have a substance abuse diagnosis. For the purposes of Section 51341.1(d)(1), "narcotic treatment program" does not include detoxification treatment.
2. Contractor shall provide Covered Services for eligible DMC beneficiaries in need of such services. Covered Services means DMC services authorized by Title XIX of the Social Security Act and specified in Title 22, California Code of Regulations and shall include, among other things, NTP services:
    a. Federally approved medications for NTP
    b. Drug screening and other testing as appropriate
    c. Individual and Group counseling services regarding NTP approved medication maintenance
3. Contractor shall comply with all terms and conditions of this Contract and all pertinent state and federal laws and regulations.
4. Contractor shall require DMC beneficiaries to provide proof of current Colusa County residency prior to billing County for treatment services provided under this program. Proof of current residency must be separate and distinct from Medi-Cal eligibility requirements and be from a reliable and verifiable source (i.e., public utility, municipality, homeowner or tenant records, federal or state records, financial or insurance documents).

Colusa County

Agenda Request Form

Item ID#: 2025-121 **Agenda Date:** 12/16/2025 **Item 23**

BEHAVIORAL HEALTH (BH)

Approve first modification with **Elev8 Recovery Solutions, LLC.**, for adult rehabilitation services, effective December 16, 2025.

Detailed Description/Background of Request
Behavioral Health requests approval of a first modification to the contract with Elev8 Recovery Solutions LLC, to replace the current Attachment "C" (State Requirements) with an updated version. An audit conducted by the Department of Health Care Services (DHCS) for the Substance Use Prevention, Treatment, and Recovery Services Block Grant (SUBG) identified several areas requiring revisions to the State Requirements attachment. DHCS has reviewed and approved the revised Attachment "C."

Behavioral Health also requests to increase the maximum compensation to $200,000 per fiscal year due to higher than anticipated demand for Elev8 Recovery services.

Elev8 Recovery offers a structured and supportive environment designed to help individuals transition from addiction, incarceration, and cycles of destructive behavior into lives of purpose, leadership, and self-sufficiency. Elev8 Recovery emphasizes on redefining masculinity, breaking false belief systems, and fostering a lifelong community that drives sustained change.

Elev8 Recovery addresses the root causes of struggles such as addiction, trauma, incarceration, and personal setbacks. Elev8 Recovery's goal is to equip individuals with the tools to rebuild their lives and become leaders in their families and communities.

Prior Board Action
C25-081

Fiscal Impact/Funding Source
None

Action for the Clerk
Please number contract, obtain signatures, and send to:

Elev8 Recovery
Attn: Branden Terrell

5075 Lincoln Blvd
Oroville, CA 95966

Attachments:

1. 1st Mod_C25-081_Elev8
2. Attachment C State Requirements 12.16.25
3. C25-081 Elev8 Recovery

First Modification Adult Rehabilitation Services Contract

This First Modification of Adult Rehabilitation Services Contract is between Colusa County ("County"), a political subdivision of the State of California. and Elev8 Recovery Solutions, LLC, (Contractor), a Limited Liability Company.

Background

On June 24, 2025, the parties executed Contract C25-081 for adult rehabilitation services.

The parties now want to modify the Contract to replace Attachment "C" with a new Attachment "C"and increase the maximum compensation.

Modification

The parties agree to modify the Contract effective December 16, 2025, as follows:

1. Section 3, Compensation is modified by increasing the maximum compensation to $200,000 per fiscal year.
2. Section 21, Attachments is updated by replacing Attachment "C" State Requirements with a new Attachment "C".

COUNTY OF COLUSA

_____Date:_____
Daurice K. Smith, Chair

APPROVED AS TO FORM

_____
Richard Stout, County Counsel

ELEV8 RECOVERY SOLUTIONS, LLC

_____Date:_____
Signature

_____
Printed Name and Title

ATTEST: Joshua Pack, Clerk to the Board of Supervisors

_____
Patricia Rodriguez, Deputy

ATTACHMENT C

STATE REQUIREMENTS

1. Additional Contract Restrictions

This Contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress, or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this Contract in any manner.

2. No Unlawful Use or Unlawful Use Messages Regarding Drugs

County agrees that information produced through these funds, and which pertains to drugs and alcohol-related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol-related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (HSC, Division 10.7, Chapter 1429, Sections 11999-11999.3). By signing this Enclosure, County agrees that it will enforce, and will require its subcontractors to enforce, these requirements.

3. Noncompliance with Reporting Requirements

The Contractor agrees that DHCS has the right to withhold payments until the Contractor has submitted any required data and reports to DHCS, as identified in Exhibit A, Attachment I, Part III - Reporting Requirements, or as identified in Document 1F(a), Reporting Requirements Matrix for Counties.

4. Health Insurance Portability and Accountability Act (HIPAA) of 1996

All work performed under this Contract is subject to HIPAA, County shall perform the work in compliance with all applicable provisions of HIPAA. As identified in Exhibit B, DHCS and County shall cooperate to assure mutual agreement as to those transactions between them, to which this provision applies. Refer to Exhibit B for additional information.

a. Trading Partner Requirements

1. No Changes. County hereby agrees that for the personal health information (Information), it will not change any definition, data condition or use of a data element or segment as proscribed in the Federal Health and Human Services (HHS) Transaction Standard Regulation (45 CFR 162.915 (a)).

2. No Additions. County hereby agrees that for the Information, it will not add any data elements or segments to the maximum data set as proscribed in the HHS Transaction Standard Regulation (45 CFR 162.915 (b)).

3. No Unauthorized Uses. County hereby agrees that for the Information, it will not use any code or data elements that either are marked "not used" in the HHS Transaction's Implementation specification or are not in the HHS Transaction Standard's implementation specifications (45 CFR 162.915 (c)).

4. No Changes to Meaning or Intent. County hereby agrees that for the Information, it will not change the meaning or intent of any of the HHS Transaction Standard's implementation specification (45 CFR 162.915 (d)).

b. Concurrence for Test Modifications to HHS Transaction Standards

County agrees and understands that there exists the possibility that DHCS or others may request an extension from the uses of a standard in the HHS Transaction Standards. If this occurs, County agrees that it will participate in such test modifications.

c. Adequate Testing

County is responsible to adequately test all business rules appropriate to their types and specialties. If the County is acting as a clearinghouse for enrolled providers, County has obligations to adequately test all business rules appropriate to each and every provider type and specialty for which they provide clearinghouse services.

d. Deficiencies

County agrees to correct transactions, errors, or deficiencies identified by DHCS, and transactions errors or deficiencies identified by an enrolled provider if the County is acting as a clearinghouse for that provider. When County is a clearinghouse, County agrees to properly communicate deficiencies and other pertinent information regarding electronic transactions to enrolled providers for which they provide clearinghouse services.

e. Code Set Retention

Both parties understand and agree to keep open code sets being processed or used in this Contract for at least the current billing period or any appeal period, whichever is longer.

f. Data Transmission Log

Both parties shall establish and maintain a Data Transmission Log which shall record any and all Data Transmissions taking place between the Parties during the term of this Contract. Each party will take necessary and reasonable steps to ensure that such Data Transmission Logs constitute a current, accurate, complete, and unaltered record

of any and all Data Transmissions between the parties, and shall be retained by each Party for no less than twenty-four (24) months following the date of the Data Transmission. The Data Transmission Log may be maintained on computer media or other suitable means provided that, if it is necessary to do so, the information contained in the Data Transmission Log may be retrieved in a timely manner and presented in readable form.

5. Counselor Certification

Any counselor or registrant providing intake, assessment of need for services, treatment or recovery planning, individual or group counseling to participants, patients, or residents in a DHCS licensed or certified program is required to be registered or certified as defined in Title 9, CCR, Division 4, Chapter 8, (Document 3H).

6. Cultural and Linguistic Proficiency

To ensure equal access to quality care by diverse populations, each DMC provider receiving funds from this Contract shall adopt the Federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards (Document 3V).

7. Trafficking Victims Protection Act of 2000

County and its subcontractors that provide services covered by this Contract shall comply with the Trafficking Victims Protection Act of 2000 (USC, Title 22, Chapter 78, Section 7104) as amended by section 1702 of Pub. L. 112-239.

8. Tribal Communities and Organizations

County shall regularly review population information available through Census, compare to information obtained in the California Outcome Measurement System for Treatment (CalOMS-Tx) to determine whether the population is being reached, and survey Tribal representatives for insight in potential barriers to the substance use service needs of the American Indian/Alaskan Native (AI/AN) population within the County geographic area. Contractor shall also engage in regular and meaningful consultation and collaboration with elected officials of the tribe, Rancheria, or their designee for the purpose of identifying issues/barriers to service delivery and improvement of the quality, effectiveness, and accessibility of services available to AI/AN communities within the County.

9. Perinatal Practice Guidelines

The Contractor will follow the guidelines in Document 1G, “Perinatal Practice Guidelines,” in developing and implementing perinatal treatment and recovery programs funded under this Exhibit until new Perinatal Practice Guidelines are established and adopted. No formal amendment of the Contract is required for new guidelines to be incorporated into the Contract.

10. Adolescent Best Practices:

County must utilize DHCS guidelines in developing and implementing youth treatment programs funded under this Enclosure. The Adolescent Best Practices Guidelines can be found at:

https://www.dhcs.ca.gov/Documents/ CSD_CMHCS/Adol%20Best%20 Practices%2 0Guide/AdolBestPracGuide OCTOBER2020.pdf

11. Nondiscrimination in Employment and Services:

By signing this Contract, the Contractor certifies that under the laws of the United States and the State of California, incorporated into this Contract by reference and made a part hereof as if set forth in full, Contractor will not unlawfully discriminate against any person.

12. Federal Law Requirements:

a. Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally-funded programs.

b. VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination in the sale or rental of housing.

c. Age Discrimination Act of 1975 (45 CFR Part 90), as amended (42 USC Sections 6101 – 6107), which prohibits discrimination on the basis of age.

d. Age Discrimination in Employment Act (29 CFR Part 1625).

e. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.

f. Title II of the Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.

g. Title III of the Americans with Disabilities Act of 1990 (28 CFR Part 36) regarding access.

h. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.

i. Executive Order 11246, 42 USC 2000(e) et seq. and 41 CFR Part 60 regarding nondiscrimination in employment under federal contracts and construction contracts greater than $10,000 funded by federal financial assistance.

j. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.

k. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.

l. Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A – E).

13. State Law Requirements:

a. Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (2 Cal. Code Regs. 10000 et seq.).

b. Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.

c. Title 9, Division 4, Chapter 8 of the Cal Code Regs., commencing with Section 13060.

d. No federal funds shall be used by the County or its subcontractors for sectarian worship, instruction, or proselytization. No federal funds shall be used by the County or its subcontractors to provide direct, immediate, or substantial support to any religious activity.

e. Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for DHCS to withhold payments under this Contract or terminate all, or any type, of funding provided hereunder.

14. Additional Contract Restrictions

This Contract is subject to any additional restrictions, limitations, or conditions enacted by the federal or state governments that affect the provisions, terms, or funding of this Contract in any manner.

15. Information Access for Individuals with Limited English Proficiency and/or Disabilities

a. The Contractor shall comply with all applicable provisions of the Dymally-Alatorre Bilingual Services Act (Government Code sections 7290-7299.8) regarding access to materials that explain services available to the public as well as providing language interpretation services.

b. The Contractor shall comply with the applicable provisions of Section 1557 of the Affordable Care Act (45 CFR Part 92), including, but not limited to, 45 CFR 92.201, when providing access to:

   1. Materials explaining services available to the public

   2. Language assistance

   3. Language interpreter and translation services

   4. Video remote language interpreting services

c. The Contractor shall comply with the following language assistance and format requirements (42 CFR § 438.10; 45 CFR § 92.8; W&I Code §§ 14029.91 and 14029.92):

   1. The Contractor shall provide all written materials for potential beneficiaries and beneficiaries in a font size no smaller than 12 point.

   2. The Contractor shall ensure its written materials are available in alternative formats, including large print, upon request of the potential beneficiary or beneficiary at no costs. Large print means printed in a font size no smaller than 18 point.

   3. The Contractor shall make its written materials that are critical to obtaining services available in the prevalent non-English languages in the county.

   4. The Contractor shall notify beneficiaries and prospective beneficiaries that written translation is available in prevalent languages free of cost and how to access those materials.

      i. The DHCS shall use the following methodology to identify the prevalent non-English languages spoken by beneficiaries and potential beneficiaries throughout the State and in the Contractor's service area:

         1) A population group of mandatory eligible beneficiaries residing in the Contractor's service area who indicate their primary language as a language other than English and that meet a numeric threshold of 3,000 or five-percent (5%) of the eligible beneficiary population, whichever is lower; and

         2) A population group of mandatory eligible beneficiaries residing in the Contractor's service area who indicate their primary language as a language other than English and who meet the concentration standards of 1,000 in a single zip code or 1,500 in two contiguous zip codes.

d. The Contractor shall notify its beneficiaries:

1. That oral interpretation is available for any language and written translation is available in prevalent languages to individuals whose primary language is not English. This may include, but is not limited to:

i. Qualified interpreters

ii. Information written in other languages

2. That auxiliary aids and services are available upon request and at no cost for beneficiaries with disabilities. Free aids and services may include, but are not limited to:

i. Qualified sign language interpreters

ii. Written information in other formats (large print, audio, accessible electronic formats, other formats)

3. How to access services.

16. Participation of County Behavioral Health Director's Association of California.

The County AOD Program Administrator shall participate and represent the County in meetings of the County Behavioral Health Director's Association of California for the purposes of representing the counties in their relationship with DHCS with respect to policies, standards, and administration for AOD abuse services.

The County AOD Program Administrator shall attend any special meetings called by the Director of DHCS. Participation and representation shall also be provided by the County Behavioral Health Director's Association of California.

17. Nondiscrimination Notice, Nondiscrimination Statement and Taglines (45 C.F.R. § 92.8)

a. The Contractor shall post a DHCS-approved nondiscrimination notice and language taglines in at least the top 16 non-English languages in the State (as determined by DHCS), as well as large print, explaining the availability of free language assistance services. Including written translation and oral interpretation to understand the information provided and the toll-free and TTY/TDY telephone number of the Contractor's member/customer service unit, as follows:

1. In all conspicuous physical locations where the Contractor interacts with the public.

2. In a conspicuous location on the Contractor's website that is accessible on the Contractor's home page and in a manner that allows beneficiaries and prospective beneficiaries to easily locate the information.

3. In all significant publications and significant communications that are small-sized, such as postcards and tri-fold brochures.

b. The Contractor shall post a DHCS-approved nondiscrimination statement and language taglines in at least the top two non-English languages I the State (as determined by DHCS), explaining the availability of free language assistance services, and the toll-free and TTY/TDY telephone number of the Contractor's member/customer service unit, as follows:

1. In all significant publications and significant communications that are small-sized, such as postcards and tri-fold brochures.

c. The Contractor's nondiscrimination notice, nondiscrimination statement and language taglines must be in a conspicuously visible font size no smaller than 12 point. Any large print tagline required must be in a font size so smaller than 18 point and must include information on how to request auxiliary aids and services including the provision of the materials in alternative formats.

18. Discrimination Grievances (45 CFR §§ 92.7 and 92.8; W&I Code § 14029.91)

a. The Contractor shall designate a Discrimination Grievance Coordinator who is responsible for ensuring compliance with federal and state nondiscrimination requirements and investigating Discrimination Grievances related to any action that would be prohibited by or out of compliance with, federal or state nondiscrimination law.

b. The Contractor shall adopt Discrimination Grievance procedures that ensure the prompt and equitable resolution of discrimination-related complaints. The Contractor shall not require a beneficiary to file a Discrimination Grievance with the Contractor before filing the grievance directly with DHCS Office of Civil Rights and the U.S. Health and Human Service Office for Civil Rights.

c. The Contractor shall provide information to all beneficiaries and potential beneficiaries on how to file a Discrimination Grievance with:

1. The Contractor and DHCS if there is a concern of discrimination based on sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, gender, gender identity or sexual orientation.

d. The United States Department of Health and Human Services Office of Civil Rights if there is a concern of discrimination based on race, color, national origin, sex, age or

disability.

19. Performance Report

Subcontractor shall submit an annual Performance Report to Colusa County no later than sixty (60) days after the end of the fiscal year or the termination of this agreement, in the format specified by County. Such Performance Report shall be prepared in accordance with the requirements set forth by the Department of Health Care Services (DHCS). The Performance Report shall be the basis upon which a preliminary settlement will be made between the parties to this Contract.

20. Intravenous Drug Use (IVDU) Treatment

County shall ensure that individuals in need of IVDU treatment shall be encouraged to undergo AOD treatment (42 USC 300x-23 (45 CFR 96.126(e)).

21. Tuberculosis Treatment

County shall ensure the following related to Tuberculosis (TB):

a. Routinely make available TB services to individuals receiving treatment.

b. Reduce barriers to patients' accepting TB treatment.

c. Develop strategies to improve follow-up monitoring, particularly after patients leave treatment, by disseminating information through educational bulletins and technical assistance.

22. Hatch Act

County and Contractor agree to comply with the provisions of the Hatch Act (USC, Title 5, Part III, Subpart F., Chapter 73, Subchapter III), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

23. Limitation on Use of Funds for Promotion of Legalization of Controlled Substances

None of the funds made available through this Contract may be used for any activity that promotes the legalization of any drug or other substance included in Schedule I of Section 202 of the Controlled Substances Act (21 USC 812).

24. Marijuana Restriction

Grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Grant funds also cannot be provided to any individual who or

organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders.

25. Byrd Anti-Lobbying Amendment (31 USC 1352)

County and Subcontractor certify that they will not and have not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. County and Subcontractor shall also disclose to DHCS any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

ADULT REHABILITATION SERVICES CONTRACT

This Adult Rehabilitation Services Contract ("Contract") is between the County of Colusa ("County"), a political subdivision of the State of California and Elev8 Recovery Solutions, LLC ("Contractor"), a Limited Liability Company.

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

2. **Term:** This Contract shall begin on July 1, 2025, and shall continue through June 30, 2026.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

   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.

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

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

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

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

If to County:	Behavioral Health Department Attn: Director 162 Carson St. Colusa, Ca, 95932
If to Contractor:	Elev8 Recovery Attn: Branden Terrell 5075 Lincoln Blvd Oroville, CA 95966

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

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

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

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

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

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

    A. Immediately for cause if either party 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 either party without cause upon sixty (60) days written notice of termination.

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

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

    A. Attachment A – Residential Treatment Rate Sheet
    B. Attachment B – HIPAA Business Associate Addendum
    C. Attachment C – State Requirements

COUNTY OF COLUSA

Daurice Smith Date: 6/3/25
Daurice Smith, Chair

ELEV8 RECOVERY SOLUTIONS, LLC

B T Date: 6-24-25
Signature

Branden D Terrell
Printed Name and Title

APPROVED AS TO FORM

Richard Stout, County Counsel

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

By Patricia R
Patricia Rodriguez, Deputy

C25-081

ELEV8 RECOVERY

Attachment A

Residential Treatment Rate Sheet (2025)

I. Rate Schedule & Service Levels

Residential Treatment Program

Daily Rate Per Client: $215

All-Inclusive Services Provided:

- 24/7 residential supervision
- Individualized case management & recovery planning
- Group therapy
- One-on-one therapy sessions
- Personalized coaching
- Medication-Assisted Treatment (MAT) coordination
- Workforce development & life skills training
- Cognitive Behavioral Therapy (CBT)
- Trauma-informed care
- Specialized behavioral health support
- Crisis intervention & stabilization services
- Compliance reporting

Note: Transportation outside of county boundaries may incur additional fees.

Contracted Bed Packages & Volume Discounts

Beds Secured	Length of Stay	Daily Rate Per Client
1-5	30-90 days	$215 per day
6-15	90-180 days	$210 per day
16 + Beds	90-180 days	$200 per day

Maximum contract length per client: 180 days.

- **Agencies securing 16+ beds receive the lowest rate of $200 per day per client.**
- Rates are subject to **annual review & adjustment** per state contract renewal policies.

II. Payment & Invoicing Terms

- **Billing Method:** Monthly invoicing based on actual occupancy.
- **Invoice Due Date:** Net 30 days from invoice receipt.
- **Authorized Payment Methods:** State-Approved Payment Processing (Cal eProcure, EFT, or check).
- **Deposit Requirement:** May apply for long-term contract commitments.

III. Compliance & Reporting Requirements

- **Documentation:**
  - Monthly progress reports on client treatment and program participation.
  - Compliance reports for probation and state oversight agencies.
  - Incident reporting per California Department of Health Care Services (DHCS) guidelines.
- **Licensing & Accreditation:**
  - Program must maintain **DHCS & CDCR compliance**.
  - Facility and staff must adhere to **state treatment program regulations**.
  - Annual compliance audits may be required.
- **Insurance Requirements:**
  - Provider must maintain **general liability & professional liability insurance**.
  - Proof of insurance must be submitted upon contract execution.

IV. Termination & Renewal Policy

- **Contract Renewal:** Subject to **state agency performance review** and funding availability.
- **Early Termination Clause:** Either party may terminate the contract with **60 days' written notice**.
- **Amendments:** Any rate changes or service modifications must be approved by **both parties** in writing.

V. Contact Information

Contract Administrator: Branden Terrell, CEO – Elev8 Impact
Email: Branden@elev8-impact.com
Phone: (707) 364-4103
Facility Location: 5075 Lincoln BLVD Oroville CA

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ATTACHMENT B
HIPAA BUSINESS ASSOCIATE ADDENDUM

The purpose of this Attachment is to satisfy certain standards and requirements of HIPAA and the HIPAA regulations, and other applicable laws.

Definitions

Catch-all definition:

The following terms used in this Attachment shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Specific definitions:

(a) Business Associate. "Business Associate" shall generally have the same meaning as the term "Business Associate" at 45 CFR 160.103., and in reference to the party to this Addendum, shall mean American Specialty Healthcare, Inc., doing business as Colusa Medical Center. Generally, a Business Associate provides services, arranges, performs or assists in the performance of functions or activities on behalf of the covered entity and creates, receives, maintains, transmits, uses or discloses PHI. County of Colusa (County) and Business Associate desire to protect the privacy and provide for the security of PHI created, received, maintained, transmitted, used or disclosed pursuant to this Addendum, in compliance with HIPAA and HIPAA regulations.

(b) Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this Addendum, shall mean County.

(c) Protected Health Information or PHI. "Protected Health Information" or "PHI" means any information, whether oral or recorded in any form or medium that relates to the past, present, or future physical or mental condition of an individual, the provision of health and dental care to an individual, or the past, present, or future payment for the provision of health and dental care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI shall have the meaning given to such term under HIPAA and HIPAA regulations, as the same may be amended from time to time.

(d) HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

(e) Data Aggregation. "Data Aggregation" shall have the meaning given to such term under the Privacy Rule, including but not limited to, 45 CFR Section 164.501.

(f) The terms used in this Exhibit, but not otherwise defined, shall have the same meanings as those terms are defined in the HIPAA regulations.

Obligations and Activities of Business Associate

Business Associate agrees to:

(a) Not use or disclose protected health information other than as permitted or required by the Addendum or as required by law;

(b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Addendum. Business Associate shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities, and which incorporates the requirements of section (k), below. Business Associate will provide County with its current and updated policies;

(c) Report to covered entity any use or disclosure of protected health information not provided for by the Addendum of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;

(d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;

(e) Within ten (10) days of receipt of a request from County make available protected health information in a designated record sent to the County as necessary to satisfy its obligations under 45 CFR 164.524;

(f) Within ten (10) days of receipt of a request from County make any amendment(s) to protected health information in a designated record set as directed or agreed to by County pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy County's obligations under 45 CFR 164.526;

(g) Maintain and make available within ten (10) days of receipt of a request from County information required to provide an accounting of disclosures to the individual as necessary to satisfy County's obligations under 45 CFR 164.528;

(h) To the extent the Business Associate is to carry out one or more of County's obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to County in the performance of such obligation(s);

(i) Request, use and disclose the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure; 45 CFR 164.514(d)(3);

(j) Make its internal practices, books, and records available to the County and Secretary for purposes of determining compliance with the HIPAA Rules within ten (10) days of request by County;

(k) The Business Associate shall take any and all steps necessary to ensure the continuous security of all computerized data systems containing County PHI. These steps shall include, at a minimum: Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III- *Security of Federal Automated Information Systems*, which sets forth guidelines for automated information systems in Federal agencies. It is expected the Business Associate will implement and maintain the most stringent means and system to safeguard and provide the highest level of protection for County PHI from breaches and security incidents.

(l) Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate or its subcontractors in violation of the requirements of this Exhibit.

Permitted Uses and Disclosures by Business Associate

(a) Business Associate may only use or disclose protected health information as necessary to provision of the services set forth in the Service Agreement. (Agreement) Further, the Business Associate is authorized to use protected health information to de-identify the information in accordance with 45 CFR 164.514(a)-(c).

(b) Business Associate may use or disclose protected health information as required by law.

(c) Business Associate agrees to make uses and disclosures and requests for protected health information consistent with County's minimum necessary policies and procedures.

(d) Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by covered entity, except for the specific uses and disclosures set forth below.

(e) Business Associate may disclose protected health information for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(f) Business Associate may provide data aggregation services relating to the health care operations of County.

Provisions for County to Inform Business Associate of Privacy Practices and Restrictions

(a) County shall notify Business Associate of any limitation(s) in the notice of privacy practices of covered entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of protected health information.

(b)County shall notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect Business Associate's use or disclosure of protected health information.

(c) County shall notify Business Associate of any restriction on the use or disclosure of protected health information that County has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of protected health information.

Permissible Requests by County

County shall not request Business Associate to use or disclose protected health information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by County, except if the Business Associate will use or disclose protected health information for, and the Agreement includes provisions for, data aggregation or management and administration and legal responsibilities of the Business Associate.

Term and Termination

(a) Term. The Term of this Addendum shall be effective as of the date of the Agreement, and shall terminate when the Agreement terminates or on the date County terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.

(b) Termination for Cause. Business Associate authorizes termination of this Addendum by County, if County determines Business Associate has violated a material term of the Addendum and Business Associate has not cured the breach or ended the violation within the time specified by County. County may in its discretion provide the Business Associate with an opportunity to cure a violation or breach of the contract before termination for cause.

(c) Obligations of Business Associate Upon Termination.

Upon termination of this Addendum for any reason, Business Associate, with respect to protected health information received from County, or created, maintained, or received by Business Associate on behalf of County, shall:

1. Retain only that protected health information which is necessary for Business Associate to continue its proper management and administration or to carry out its

legal responsibilities;

2. Return to County or, if agreed to by County, destroy the remaining protected health information that the Business Associate still maintains in any form;
3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as Business Associate retains the protected health information;
4. Not use or disclose the protected health information retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at paragraphs (e) above under "Permitted Uses and Disclosures By Business Associate" which applied prior to termination; and
5. Return to County or, if agreed to by County, destroy the protected health information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities; or
6. At the request of County transmit the protected health information to another Business Associate of the County at termination, and/or could add terms regarding a Business Associate's obligations to obtain or ensure the destruction of protected health information created, received, or maintained by subcontractors.

(d) Survival. The obligations of Business Associate under this Section shall survive the termination of this Addendum.

Miscellaneous

(a) Regulatory References. A reference in this Addendum to a section in the HIPAA Rules means the section as in effect or as amended.

(b) Amendment. The Parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.

(c) Interpretation. Any ambiguity in this Addendum shall be interpreted to permit compliance with the HIPAA Rules. Except as specifically required to implement the purposes of this Addendum, or to the extent inconsistent with this Addendum, all other terms of the Agreement to which this Addendum is attached shall remain in effect.

(d) Ownership. County at all times owns the PHI shared pursuant to the terms of this Addendum.

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ATTACHMENT C
STATE REQUIREMENTS

A. Additional Contract Restrictions

This Contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress, or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this Contract in any manner.

B. No Unlawful Use or Unlawful Use Messages Regarding Drugs

The Contractor agrees that information produced through these funds, and which pertains to drugs and alcohol-related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol-related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (HSC Section 11999-11999.3). By signing this Contract, the Contractor agrees that it will enforce, and will require its subcontractors to enforce, these requirements.

C. Noncompliance with Reporting Requirements

The Contractor agrees that DHCS has the right to withhold payments until the Contractor has submitted any required data and reports to DHCS, as identified in Exhibit A, Attachment I, Part III - Reporting Requirements, or as identified in Document 1F(a), Reporting Requirements Matrix for Counties.

D. Health Insurance Portability and Accountability Act (HIPAA) of 1996

All work performed under this Contract is subject to HIPAA, County shall perform the work in compliance with all applicable provisions of HIPAA. As identified in Exhibit B, DHCS and County shall cooperate to assure mutual agreement as to those transactions between them, to which this provision applies. Refer to Exhibit B for additional information.

1. Trading Partner Requirements

   a) No Changes. County hereby agrees that for the personal health information (Information), it will not change any definition, data condition or use of a data element or segment as proscribed in the Federal Health and Human Services (HHS) Transaction Standard Regulation (45 CFR 162.915 (a)).

   b) No Additions. County hereby agrees that for the Information, it will not add any data elements or segments to the maximum data set as proscribed in the HHS Transaction Standard Regulation (45 CFR 162.915 (b)).

c) No Unauthorized Uses. County hereby agrees that for the Information, it will not use any code or data elements that either are marked "not used" in the HHS Transaction's Implementation specification or are not in the HHS Transaction Standard's implementation specifications (45 CFR 162.915 (c)).

d) No Changes to Meaning or Intent. County hereby agrees that for the Information, it will not change the meaning or intent of any of the HHS Transaction Standard's implementation specification (45 CFR 162.915 (d)).

2. Concurrence for Test Modifications to HHS Transaction Standards

County agrees and understands that there exists the possibility that DHCS or others may request an extension from the uses of a standard in the HHS Transaction Standards. If this occurs, County agrees that it will participate in such test modifications.

3. Adequate Testing

County is responsible to adequately test all business rules appropriate to their types and specialties. If the County is acting as a clearinghouse for enrolled providers, County has obligations to adequately test all business rules appropriate to each and every provider type and specialty for which they provide clearinghouse services.

4. Deficiencies

County agrees to correct transactions, errors, or deficiencies identified by DHCS, and transactions errors or deficiencies identified by an enrolled provider if the County is acting as a clearinghouse for that provider. When County is a clearinghouse, County agrees to properly communicate deficiencies and other pertinent information regarding electronic transactions to enrolled providers for which they provide clearinghouse services.

5. Code Set Retention

Both parties understand and agree to keep open code sets being processed or used in this Contract for at least the current billing period or any appeal period, whichever is longer.

6. Data Transmission Log

Both parties shall establish and maintain a Data Transmission Log which shall record any and all Data Transmissions taking place between the Parties during the term of this Contract. Each party will take necessary and reasonable steps to ensure that such Data Transmission Logs constitute a current, accurate, complete, and unaltered record of any and all Data Transmissions between the parties, and shall be retained by each Party for no less than twenty-four (24) months following the date of the Data Transmission. The Data Transmission Log may be maintained on computer media or other suitable means

provided that, if it is necessary to do so, the information contained in the Data Transmission Log may be retrieved in a timely manner and presented in readable form.

E. Counselor Certification

Any counselor or registrant providing intake, assessment of need for services, treatment or recovery planning, individual or group counseling to participants, patients, or residents in a DHCS licensed or certified program is required to be registered or certified as defined in Title 9, CCR, Division 4, Chapter 8, (Document 3H).

F. Cultural and Linguistic Proficiency

To ensure equal access to quality care by diverse populations, each DMC provider receiving funds from this Contract shall adopt the Federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards (Document 3V).

G. Trafficking Victims Protection Act of 2000

Contractor and its subcontractors that provide services covered by this Contract shall comply with the Trafficking Victims Protection Act of 2000 (22 USC 7104(g)) as amended by section 1702 of Pub. L. 112-239.

H. Tribal Communities and Organizations

The Contractor shall regularly assess (e.g. review population information available through Census Bureau, compare to information obtained in the CalOMS Treatment to determine whether the population is being reached, survey Tribal representatives for insight in potential barriers), the substance use service needs of the American Indian/Alaskan Native (AI/AN) population within the Contractor's geographic area, and shall engage in regular and meaningful consultation and collaboration with elected officials of the tribe, Rancheria, or their designee for the purpose of identifying issues/barriers to service delivery and improvement of the quality, effectiveness, and accessibility of services available to AI/NA communities within the County.

I. Perinatal Practice Guidelines

The Contractor will follow the guidelines in Document 1G, "Perinatal Practice Guidelines," in developing and implementing perinatal treatment and recovery programs funded under this Exhibit until new Perinatal Practice Guidelines are established and adopted. No formal amendment of the Contract is required for new guidelines to be incorporated into the Contract.

J. Adolescent Best Practices:

County must utilize DHCS guidelines in developing and implementing youth treatment programs funded under this Enclosure. The Adolescent Best Practices Guidelines can be found at:
https://www.dhcs.ca.gov/Documents/ CSD_CMHCS/Adol%20Best%20
Practices%2 0Guide/AdolBestPracGuide OCTOBER2020.pdf

K. Nondiscrimination in Employment and Services:

By signing this Contract, the Contractor certifies that under the laws of the United States and the State of California, incorporated into this Contract by reference and made a part hereof as if set forth in full, Contractor will not unlawfully discriminate against any person.

L. Federal Law Requirements:

1. Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally-funded programs.

2. Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination in the sale or rental of housing.

3. Age Discrimination Act of 1975 (45 CFR Part 90), as amended (42 USC Sections 6101 – 6107), which prohibits discrimination on the basis of age.

4. Age Discrimination in Employment Act (29 CFR Part 1625).

5. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.

6. Title II of the Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.

7. Title III of the Americans with Disabilities Act of 1990 (28 CFR Part 36) regarding access.

8. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.

9. Executive Order 11246, 42 USC 2000(e) et seq. and 41 CFR Part 60 regarding nondiscrimination in employment under federal contracts and construction contracts greater than $10,000 funded by federal financial assistance.

10. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.

11. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.

12. Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A – E).

M. State Law Requirements:

1. Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (2 Cal. Code Regs. 10000 et seq.).

2. Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.

3. Title 9, Division 4, Chapter 8 of the Cal Code Regs., commencing with Section 13060.

4. No federal funds shall be used by the County or its subcontractors for sectarian worship, instruction, or proselytization. No federal funds shall be used by the County or its subcontractors to provide direct, immediate, or substantial support to any religious activity.

5. Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for DHCS to withhold payments under this Contract or terminate all, or any type, of funding provided hereunder.

N. Additional Contract Restrictions

This Contract is subject to any additional restrictions, limitations, or conditions enacted by the federal or state governments that affect the provisions, terms, or funding of this Contract in any manner.

O. Information Access for Individuals with Limited English Proficiency and/or Disabilities

1. The Contractor shall comply with all applicable provisions of the Dymally-Alatorre Bilingual Services Act (Government Code sections 7290-7299.8) regarding access to materials that explain services available to the public as well as providing language interpretation services.

2. The Contractor shall comply with the applicable provisions of Section 1557 of the Affordable Care Act (45 CFR Part 92), including, but not limited to, 45 CFR 92.201, when providing access to:

    a) Materials explaining services available to the public

    b) Language assistance

c) Language interpreter and translation services

d) Video remote language interpreting services

3. The Contractor shall comply with the following language assistance and format requirements (42 CFR § 438.10; 45 CFR § 92.8; W&I Code §§ 14029.91 and 14029.92):

a) The Contractor shall provide all written materials for potential beneficiaries and beneficiaries in a font size no smaller than 12 point.

b) The Contractor shall ensure its written materials are available in alternative formats, including large print, upon request of the potential beneficiary or beneficiary at no costs. Large print means printed in a font size no smaller than 18 point.

c) The Contractor shall make its written materials that are critical to obtaining services available in the prevalent non-English languages in the county.

d) The Contractor shall notify beneficiaries and prospective beneficiaries that written translation is available in prevalent languages free of cost and how to access those materials.

i. The DHCS shall use the following methodology to identify the prevalent non-English languages spoken by beneficiaries and potential beneficiaries throughout the State and in the Contractor's service area:

1) A population group of mandatory eligible beneficiaries residing in the Contractor's service area who indicate their primary language as a language other than English and that meet a numeric threshold of 3,000 or five-percent (5%) of the eligible beneficiary population, whichever is lower; and

2) A population group of mandatory eligible beneficiaries residing in the Contractor's service area who indicate their primary language as a language other than English and who meet the concentration standards of 1,000 in a single zip code or 1,500 in two contiguous zip codes.

e) The Contractor shall notify its beneficiaries:

i. That oral interpretation is available for any language and written translation is available in prevalent languages to individuals whose primary language is not English. This may include, but is not limited to:

1) Qualified interpreters

2) Information written in other languages

ii. That auxiliary aids and services are available upon request and at no cost for beneficiaries with disabilities. Free aids and services may include, but are not limited to:

1) Qualified sign language interpreters

2) Written information in other formats (large print, audio, accessible electronic formats, other formats)

iii. How to access services.

P. Participation of County Behavioral Health Director's Association of California.

The County AOD Program Administrator shall participate and represent the County in meetings of the County Behavioral Health Director's Association of California for the purposes of representing the counties in their relationship with DHCS with respect to policies, standards, and administration for AOD abuse services.

The County AOD Program Administrator shall attend any special meetings called by the Director of DHCS. Participation and representation shall also be provided by the County Behavioral Health Director's Association of California.

Q. Nondiscrimination Notice, Nondiscrimination Statement and Taglines (45 C.F.R. § 92.8)

1) The Contractor shall post a DHCS-approved nondiscrimination notice and language taglines in at least the top 16 non-English languages in the State (as determined by DHCS), as well as large print, explaining the availability of free language assistance services. Including written translation and oral interpretation to understand the information provided and the toll-free and TTY/TDY telephone number of the Contractor's member/customer service unit, as follows:

a) In all conspicuous physical locations where the Contractor interacts with the public.

b) In a conspicuous location on the Contractor's website that is accessible on the Contractor's home page and in a manner that allows beneficiaries and prospective beneficiaries to easily locate the information.

c) In all significant publications and significant communications that are small-sized, such as postcards and tri-fold brochures.

2) The Contractor shall post a DHCS-approved nondiscrimination statement and language taglines in at least the top two non-English languages I the State (as determined by DHCS), explaining the availability of free language assistance services,

and the toll-free and TTY/TDY telephone number of the Contractor's member/customer service unit, as follows:

a) In all significant publications and significant communications that are small-sized, such as postcards and tri-fold brochures.

3) The Contractor's nondiscrimination notice, nondiscrimination statement and language taglines must be in a conspicuously visible font size no smaller than 12 point. Any large print tagline required must be in a font size so smaller than 18 point and must include information on how to request auxiliary aids and services including the provision of the materials in alternative formats.

R. Discrimination Grievances (45 CFR §§ 92.7 and 92.8; W&I Code § 14029.91)

1) The Contractor shall designate a Discrimination Grievance Coordinator who is responsible for ensuring compliance with federal and state nondiscrimination requirements and investigating Discrimination Grievances related to any action that would be prohibited by or out of compliance with, federal or state nondiscrimination law.

2) The Contractor shall adopt Discrimination Grievance procedures that ensure the prompt and equitable resolution of discrimination-related complaints. The Contractor shall not require a beneficiary to file a Discrimination Grievance with the Contractor before filing the grievance directly with DHCS Office of Civil Rights and the U.S. Health and Human Service Office for Civil Rights.

3) The Contractor shall provide information to all beneficiaries and potential beneficiaries on how to file a Discrimination Grievance with:

a) The Contractor and DHCS if there is a concern of discrimination based on sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, gender, gender identity or sexual orientation.

b) The United States Department of Health and Human Services Office of Civil Rights if there is a concern of discrimination based on race, color, national origin, sex, age or disability.

S. Performance Report

Subcontractor shall submit an annual Performance Report to Colusa County no later than sixty (60) days after the end of the fiscal year or the termination of this agreement, in the format specified by County. Such Performance Report shall be prepared in accordance with the requirements set forth by the Department of Health Care Services (DHCS). The Performance Report shall be the basis upon which a preliminary settlement will be made between the parties to this Contract.

c25-081

T. Intravenous Drug Use (IVDU) Treatment

County shall ensure that individuals in need of IVDU treatment shall be encouraged to undergo AOD treatment (42 USC 300x-23 (45 CFR 96.126(e)).

Colusa County

Agenda Request Form

Item ID#: 2025-122 **Agenda Date:** 12/16/2025 **Item 24**

BEHAVIORAL HEALTH (BH)

Approve first modification wih **Johnson's House of Soberity** for clean and sober transition living facility services, effective December 16, 2025.

Detailed Description/Background of Request
Behavioral Health requests approval of a first modification of the contract with Johnson's House of Sobriety, to replace the current Attachment "B" (State Requirements) with an updated version. An audit conducted by the Department of Health Care Services (DHCS) for the Substance Use Prevention, Treatment, and Recovery Services Block Grant (SUBG) identified several areas requiring revisions to the State Requirements attachment. DHCS has reviewed and approved the revised Attachment "B."

In addition, Behavioral Health requests that the following statement be added to the Compensation section of the contract: "Any modification to the negotiated rates specified in this Contract does not require a formal contract amendment; however, such changes must be approved by both the Director of Behavioral Health and the Purchasing Agent before implementation."

Johnson's House of Sobriety offers clean and sober transitional living facility services for clients struggling with substance-use disorders. They have multiple facilities that are equipped with cable, internet, and laundry in a safe home environment for recovery. All of their facilities have resident house managers who are able to support clients with their transition. They support any individual ready to make a healthy change in their lives through resident inspiration for betterment and by creating a strong sense of belonging.

Prior Board Action
C25-015

Fiscal Impact/Funding Source
None

Action for the Clerk
Please number contract, obtain signatures and send to:

Johnson's House of Sobriety
Attention: Stacy Johnson

2697 White Avenue
Chico, CA 95973

Attachments:

1. 1st Modification_Johnson's House of Sobriety
2. Attachment B State Requirements 12.16.25
3. C25-015 Johnson's House of Sobriety

First Modification Clean and Sober Transition Living Facility Contract

This First Modification of Clean and Sober Living Facility Contract is between Colusa County ("County"), a political subdivision of the State of California. and Stacy Johnson, an individual doing business as Johnson's House of Sobriety (Contractor).

Background

On February 11, 2025, the parties executed Contract C25-015 for clean and sober transition living facility services.

The parties now want to modify the Contract to replace Attachment "B" with a new Attachment "B" and add compensation language.

Modification

The parties agree to modify the Contract effective December 16, 2025, as follows:

1. Section 3, Compensation is modified to include; "Any modification to the negotiated rates specified in this Contract do not require a modification but must receive approval from both the Director of Behavioral Health and the Purchasing Agent prior to implementation".
2. Section 21, Attachments is updated by replacing Attachment "B" with a new Attachment "B" State Requirements.

COUNTY OF COLUSA

_____Date:_____
Daurice K. Smith, Chair

APPROVED AS TO FORM

_____
Richard Stout, County Counsel

JOHNSON'S HOUSE OF SOBRIETY

_____Date:_____
Signature

_____
Printed Name and Title

ATTEST: Joshua Pack, Clerk to the Board of Supervisors

_____
Patricia Rodriquez, Deputy Clerk

ATTACHMENT B

STATE REQUIREMENTS

1. Additional Contract Restrictions

This Contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress, or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this Contract in any manner.

2. No Unlawful Use or Unlawful Use Messages Regarding Drugs

County agrees that information produced through these funds, and which pertains to drugs and alcohol-related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol-related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (HSC, Division 10.7, Chapter 1429, Sections 11999-11999.3). By signing this Enclosure, County agrees that it will enforce, and will require its subcontractors to enforce, these requirements.

3. Noncompliance with Reporting Requirements

The Contractor agrees that DHCS has the right to withhold payments until the Contractor has submitted any required data and reports to DHCS, as identified in Exhibit A, Attachment I, Part III - Reporting Requirements, or as identified in Document 1F(a), Reporting Requirements Matrix for Counties.

4. Health Insurance Portability and Accountability Act (HIPAA) of 1996

All work performed under this Contract is subject to HIPAA, County shall perform the work in compliance with all applicable provisions of HIPAA. As identified in Exhibit C, DHCS and County shall cooperate to assure mutual agreement as to those transactions between them, to which this provision applies. Refer to Exhibit C for additional information.

a. Trading Partner Requirements

    1. No Changes. County hereby agrees that for the personal health information (Information), it will not change any definition, data condition or use of a data element or segment as proscribed in the Federal Health and Human Services (HHS) Transaction Standard Regulation (45 CFR 162.915 (a)).

    2. No Additions. County hereby agrees that for the Information, it will not add any data elements or segments to the maximum data set as proscribed in the HHS Transaction Standard Regulation (45 CFR 162.915 (b)).

3. No Unauthorized Uses. County hereby agrees that for the Information, it will not use any code or data elements that either are marked "not used" in the HHS Transaction's Implementation specification or are not in the HHS Transaction Standard's implementation specifications (45 CFR 162.915 (c)).

4. No Changes to Meaning or Intent. County hereby agrees that for the Information, it will not change the meaning or intent of any of the HHS Transaction Standard's implementation specification (45 CFR 162.915 (d)).

b. Concurrence for Test Modifications to HHS Transaction Standards

County agrees and understands that there exists the possibility that DHCS or others may request an extension from the uses of a standard in the HHS Transaction Standards. If this occurs, County agrees that it will participate in such test modifications.

c. Adequate Testing

County is responsible to adequately test all business rules appropriate to their types and specialties. If the County is acting as a clearinghouse for enrolled providers, County has obligations to adequately test all business rules appropriate to each and every provider type and specialty for which they provide clearinghouse services.

d. Deficiencies

County agrees to correct transactions, errors, or deficiencies identified by DHCS, and transactions errors or deficiencies identified by an enrolled provider if the County is acting as a clearinghouse for that provider. When County is a clearinghouse, County agrees to properly communicate deficiencies and other pertinent information regarding electronic transactions to enrolled providers for which they provide clearinghouse services.

e. Code Set Retention

Both parties understand and agree to keep open code sets being processed or used in this Contract for at least the current billing period or any appeal period, whichever is longer.

f. Data Transmission Log

Both parties shall establish and maintain a Data Transmission Log which shall record any and all Data Transmissions taking place between the Parties during the term of this Contract. Each party will take necessary and reasonable steps to ensure that such Data Transmission Logs constitute a current, accurate, complete, and unaltered record

of any and all Data Transmissions between the parties, and shall be retained by each Party for no less than twenty-four (24) months following the date of the Data Transmission. The Data Transmission Log may be maintained on computer media or other suitable means provided that, if it is necessary to do so, the information contained in the Data Transmission Log may be retrieved in a timely manner and presented in readable form.

5. Counselor Certification

Any counselor or registrant providing intake, assessment of need for services, treatment or recovery planning, individual or group counseling to participants, patients, or residents in a DHCS licensed or certified program is required to be registered or certified as defined in Title 9, CCR, Division 4, Chapter 8, (Document 3H).

6. Cultural and Linguistic Proficiency

To ensure equal access to quality care by diverse populations, each DMC provider receiving funds from this Contract shall adopt the Federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards (Document 3V).

7. Trafficking Victims Protection Act of 2000

County and its subcontractors that provide services covered by this Contract shall comply with the Trafficking Victims Protection Act of 2000 (USC, Title 22, Chapter 78, Section 7104) as amended by section 1702 of Pub. L. 112-239.

8. Tribal Communities and Organizations

County shall regularly review population information available through Census, compare to information obtained in the California Outcome Measurement System for Treatment (CalOMS-Tx) to determine whether the population is being reached, and survey Tribal representatives for insight in potential barriers to the substance use service needs of the American Indian/Alaskan Native (AI/AN) population within the County geographic area. Contractor shall also engage in regular and meaningful consultation and collaboration with elected officials of the tribe, Rancheria, or their designee for the purpose of identifying issues/barriers to service delivery and improvement of the quality, effectiveness, and accessibility of services available to AI/AN communities within the County.

9. Perinatal Practice Guidelines

The Contractor will follow the guidelines in Document 1G, “Perinatal Practice Guidelines,” in developing and implementing perinatal treatment and recovery programs funded under this Exhibit until new Perinatal Practice Guidelines are established and adopted. No formal amendment of the Contract is required for new guidelines to be incorporated into the Contract.

10. Adolescent Best Practices:

County must utilize DHCS guidelines in developing and implementing youth treatment programs funded under this Enclosure. The Adolescent Best Practices Guidelines can be found at:

https://www.dhcs.ca.gov/Documents/ CSD_CMHCS/Adol%20Best%20 Practices%2 0Guide/AdolBestPracGuide OCTOBER2020.pdf

11. Nondiscrimination in Employment and Services:

By signing this Contract, the Contractor certifies that under the laws of the United States and the State of California, incorporated into this Contract by reference and made a part hereof as if set forth in full, Contractor will not unlawfully discriminate against any person.

12. Federal Law Requirements:

a. Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally-funded programs.

b. VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination in the sale or rental of housing.

c. Age Discrimination Act of 1975 (45 CFR Part 90), as amended (42 USC Sections 6101 – 6107), which prohibits discrimination on the basis of age.

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f. Title II of the Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.

g. Title III of the Americans with Disabilities Act of 1990 (28 CFR Part 36) regarding access.

h. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.

i. Executive Order 11246, 42 USC 2000(e) et seq. and 41 CFR Part 60 regarding nondiscrimination in employment under federal contracts and construction contracts greater than $10,000 funded by federal financial assistance.

j. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.

k. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.

l. Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A – E).

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This Contract is subject to any additional restrictions, limitations, or conditions enacted by the federal or state governments that affect the provisions, terms, or funding of this Contract in any manner.

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a. The Contractor shall comply with all applicable provisions of the Dymally-Alatorre Bilingual Services Act (Government Code sections 7290-7299.8) regarding access to materials that explain services available to the public as well as providing language interpretation services.

b. The Contractor shall comply with the applicable provisions of Section 1557 of the Affordable Care Act (45 CFR Part 92), including, but not limited to, 45 CFR 92.201, when providing access to:

   1. Materials explaining services available to the public

   2. Language assistance

   3. Language interpreter and translation services

   4. Video remote language interpreting services

c. The Contractor shall comply with the following language assistance and format requirements (42 CFR § 438.10; 45 CFR § 92.8; W&I Code §§ 14029.91 and 14029.92):

   1. The Contractor shall provide all written materials for potential beneficiaries and beneficiaries in a font size no smaller than 12 point.

   2. The Contractor shall ensure its written materials are available in alternative formats, including large print, upon request of the potential beneficiary or beneficiary at no costs. Large print means printed in a font size no smaller than 18 point.

   3. The Contractor shall make its written materials that are critical to obtaining services available in the prevalent non-English languages in the county.

   4. The Contractor shall notify beneficiaries and prospective beneficiaries that written translation is available in prevalent languages free of cost and how to access those materials.

      i. The DHCS shall use the following methodology to identify the prevalent non-English languages spoken by beneficiaries and potential beneficiaries throughout the State and in the Contractor's service area:

         1) A population group of mandatory eligible beneficiaries residing in the Contractor's service area who indicate their primary language as a language other than English and that meet a numeric threshold of 3,000 or five-percent (5%) of the eligible beneficiary population, whichever is lower; and

         2) A population group of mandatory eligible beneficiaries residing in the Contractor's service area who indicate their primary language as a language other than English and who meet the concentration standards of 1,000 in a single zip code or 1,500 in two contiguous zip codes.

d. The Contractor shall notify its beneficiaries:

1. That oral interpretation is available for any language and written translation is available in prevalent languages to individuals whose primary language is not English. This may include, but is not limited to:

i. Qualified interpreters

ii. Information written in other languages

2. That auxiliary aids and services are available upon request and at no cost for beneficiaries with disabilities. Free aids and services may include, but are not limited to:

i. Qualified sign language interpreters

ii. Written information in other formats (large print, audio, accessible electronic formats, other formats)

3. How to access services.

16. Participation of County Behavioral Health Director's Association of California.

The County AOD Program Administrator shall participate and represent the County in meetings of the County Behavioral Health Director's Association of California for the purposes of representing the counties in their relationship with DHCS with respect to policies, standards, and administration for AOD abuse services.

The County AOD Program Administrator shall attend any special meetings called by the Director of DHCS. Participation and representation shall also be provided by the County Behavioral Health Director's Association of California.

17. Nondiscrimination Notice, Nondiscrimination Statement and Taglines (45 C.F.R. § 92.8)

a. The Contractor shall post a DHCS-approved nondiscrimination notice and language taglines in at least the top 16 non-English languages in the State (as determined by DHCS), as well as large print, explaining the availability of free language assistance services. Including written translation and oral interpretation to understand the information provided and the toll-free and TTY/TDY telephone number of the Contractor's member/customer service unit, as follows:

1. In all conspicuous physical locations where the Contractor interacts with the public.

2. In a conspicuous location on the Contractor's website that is accessible on the Contractor's home page and in a manner that allows beneficiaries and prospective beneficiaries to easily locate the information.

3. In all significant publications and significant communications that are small-sized, such as postcards and tri-fold brochures.

b. The Contractor shall post a DHCS-approved nondiscrimination statement and language taglines in at least the top two non-English languages I the State (as determined by DHCS), explaining the availability of free language assistance services, and the toll-free and TTY/TDY telephone number of the Contractor's member/customer service unit, as follows:

1. In all significant publications and significant communications that are small-sized, such as postcards and tri-fold brochures.

c. The Contractor's nondiscrimination notice, nondiscrimination statement and language taglines must be in a conspicuously visible font size no smaller than 12 point. Any large print tagline required must be in a font size so smaller than 18 point and must include information on how to request auxiliary aids and services including the provision of the materials in alternative formats.

18. Discrimination Grievances (45 CFR §§ 92.7 and 92.8; W&I Code § 14029.91)

a. The Contractor shall designate a Discrimination Grievance Coordinator who is responsible for ensuring compliance with federal and state nondiscrimination requirements and investigating Discrimination Grievances related to any action that would be prohibited by or out of compliance with, federal or state nondiscrimination law.

b. The Contractor shall adopt Discrimination Grievance procedures that ensure the prompt and equitable resolution of discrimination-related complaints. The Contractor shall not require a beneficiary to file a Discrimination Grievance with the Contractor before filing the grievance directly with DHCS Office of Civil Rights and the U.S. Health and Human Service Office for Civil Rights.

c. The Contractor shall provide information to all beneficiaries and potential beneficiaries on how to file a Discrimination Grievance with:

1. The Contractor and DHCS if there is a concern of discrimination based on sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, gender, gender identity or sexual orientation.

d. The United States Department of Health and Human Services Office of Civil Rights if there is a concern of discrimination based on race, color, national origin, sex, age or

disability.

19. Performance Report

Subcontractor shall submit an annual Performance Report to Colusa County no later than sixty (60) days after the end of the fiscal year or the termination of this agreement, in the format specified by County. Such Performance Report shall be prepared in accordance with the requirements set forth by the Department of Health Care Services (DHCS). The Performance Report shall be the basis upon which a preliminary settlement will be made between the parties to this Contract.

20. Intravenous Drug Use (IVDU) Treatment

County shall ensure that individuals in need of IVDU treatment shall be encouraged to undergo AOD treatment (42 USC 300x-23 (45 CFR 96.126(e)).

21. Tuberculosis Treatment

County shall ensure the following related to Tuberculosis (TB):

a. Routinely make available TB services to individuals receiving treatment.

b. Reduce barriers to patients' accepting TB treatment.

c. Develop strategies to improve follow-up monitoring, particularly after patients leave treatment, by disseminating information through educational bulletins and technical assistance.

22. Hatch Act

County and Contractor agree to comply with the provisions of the Hatch Act (USC, Title 5, Part III, Subpart F., Chapter 73, Subchapter III), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

23. Limitation on Use of Funds for Promotion of Legalization of Controlled Substances

None of the funds made available through this Contract may be used for any activity that promotes the legalization of any drug or other substance included in Schedule I of Section 202 of the Controlled Substances Act (21 USC 812).

24. Marijuana Restriction

Grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Grant funds also cannot be provided to any individual who or

organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders.

25. Byrd Anti-Lobbying Amendment (31 USC 1352)

County and Subcontractor certify that they will not and have not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. County and Subcontractor shall also disclose to DHCS any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

SERVICES CONTRACT WITH JOHNSON'S HOUSE of SOBRIETY

This Sober Living Services contract for the provision of a clean and sober transition living facility ("Contract") is between the County of Colusa ("County"), a political subdivision of the State of California and Stacy Johnson, an individual doing business as Johnson's House of Sobriety ("Contractor").

1. **Services to be Performed:** Contractor agrees at its own expense to furnish all equipment, labor and materials necessary to provide County with a clean and sober transitional living facility, as more specifically detailed in Attachment "A."

2. **Term:** This Contract shall begin on January 1, 2025, and shall continue until all requested services are completed, but no later than December 31, 2027.

3. **Compensation:** County will pay Contractor compensation not to exceed $50,000 (fifty thousand dollars) per fiscal year, as provided for in Attachment "A." Compensation will be paid in accordance with paragraph 4, Method of Payment.

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

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

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

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

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

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

6. **Contractor's Books and Records:** Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to County for a minimum period of ten (10) years, or for any longer period required by law, following audit, or from the date of final payment to Contractor under this Contract, whichever is later.

   A. Contractor shall maintain all documents and records which demonstrate performance under this Contract for a minimum period of ten (10) years, or for any longer period required by law, from the date of termination or completion of this Contract.

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

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

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

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 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.

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

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

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

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

If to County:	Colusa County Behavioral Health 162 E. Carson Street Colusa, CA 95932 Attn: Tony Hobson, Director
If to Contractor:	Johnson's House of Sobriety 2697 White Avenue Chico, CA 95973 (530) 520-5248

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

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

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

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

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

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

    A. Immediately for cause if either party 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.

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

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

A. Attachment A – Scope of Services
B. Attachment B – New State Requirements
C. Attachment C – HIPAA Business Associate Addendum

COUNTY OF COLUSA

Daurice K. Smith Date: 2/11/25
Daurice K. Smith, Board Chair

JOHNSON'S HOUSE OF SOBRIETY

Stacy Johnson Date: 2/11/25
Stacy Johnson, Owner

APPROVED AS TO FORM

Richard Stout, County Counsel

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

By Patricia R
Patricia Rodriguez, Deputy

C25-015

ATTACHMENT A

SCOPE OF SERVICES

1. Provide a safe, clean and sober structured housing (meals are not provided)
2. Provide affordable rents at $810 per month.
3. Provide completely furnished homes.
4. Provide internet access and cable TV.
5. Provide weights and exercise equipment.
6. Once a week Life Skills Training available.
7. Require 3 – 12 Step offsite meetings weekly.
8. Local 12-Step meeting lists made available.
9. Weekly random 11 panel drug tests and 80 hour alcohol test following weekend passes.
10. Weekly passes available after 30 day probation period.
11. Residents provide their own lockboxes for meds. Random med checks.

Facility Addresses:

Women's Apartment	Men's Apartment	Men's Apartment
5 Ralland Cir	7 Ralland Cir	2445 Almandor Cir
Chico, CA 95926	Chico, CA 95926	Chico, CA 95926
Men's House	Men's House	Women's House
226 & 226 ½ W 8th Ave	2179 Bidwell Ave	2171 Bidwell Ave
Chico, CA 95926	Chico, CA 95926	Chico, CA 95926

C25-015

ATTACHMENT B

HIPAA BUSINESS ASSOCIATE ADDENDUM

The purpose of this Attachment is to satisfy certain standards and requirements of HIPAA and the HIPAA regulations, and other applicable laws.

Definitions

Catch-all definition:

The following terms used in this Attachment shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Specific definitions:

(a) Business Associate. "Business Associate" shall generally have the same meaning as the term "Business Associate" at 45 CFR 160.103., and in reference to the party to this Addendum, shall mean American Specialty Healthcare, Inc., doing business as Colusa Medical Center. Generally, a Business Associate provides services, arranges, performs or assists in the performance of functions or activities on behalf of the covered entity and creates, receives, maintains, transmits, uses or discloses PHI. County of Colusa (County) and Business Associate desire to protect the privacy and provide for the security of PHI created, received, maintained, transmitted, used or disclosed pursuant to this Addendum, in compliance with HIPAA and HIPAA regulations.

(b) Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this Addendum, shall mean County.

(c) Protected Health Information or PHI. "Protected Health Information" or "PHI" means any information, whether oral or recorded in any form or medium that relates to the past, present, or future physical or mental condition of an individual, the provision of health and dental care to an individual, or the past, present, or future payment for the provision of health and dental care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI shall have the meaning given to such term under HIPAA and HIPAA regulations, as the same may be amended from time to time.

(d) HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

(e) Data Aggregation. "Data Aggregation" shall have the meaning given to such term under the Privacy Rule, including but not limited to, 45 CFR Section 164.501.

(f) The terms used in this Exhibit, but not otherwise defined, shall have the same meanings as those terms are defined in the HIPAA regulations.

Obligations and Activities of Business Associate

Business Associate agrees to:

(a) Not use or disclose protected health information other than as permitted or required by the Addendum or as required by law;

(b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Addendum. Business Associate shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities, and which incorporates the requirements of section (k), below. Business Associate will provide County with its current and updated policies;

(c) Report to covered entity any use or disclosure of protected health information not provided for by the Addendum of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;

(d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;

(e) Within ten (10) days of receipt of a request from County make available protected health information in a designated record sent to the County as necessary to satisfy its obligations under 45 CFR 164.524;

(f) Within ten (10) days of receipt of a request from County make any amendment(s) to protected health information in a designated record set as directed or agreed to by County pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy County's obligations under 45 CFR 164.526;

(g) Maintain and make available within ten (10) days of receipt of a request from County information required to provide an accounting of disclosures to the individual as necessary to satisfy County's obligations under 45 CFR 164.528;

(h) To the extent the Business Associate is to carry out one or more of County's obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to County in the performance of such obligation(s);

ATTACHMENT B

STATE REQUIREMENTS

A. Additional Contract Restrictions

This Contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress, or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this Contract in any manner.

B. No Unlawful Use or Unlawful Use Messages Regarding Drugs

The Contractor agrees that information produced through these funds, and which pertains to drugs and alcohol-related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol-related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (HSC Section 11999-11999.3). By signing this Contract, the Contractor agrees that it will enforce, and will require its subcontractors to enforce, these requirements.

C. Noncompliance with Reporting Requirements

The Contractor agrees that DHCS has the right to withhold payments until the Contractor has submitted any required data and reports to DHCS, as identified in Exhibit A, Attachment I, Part III - Reporting Requirements, or as identified in Document 1F(a), Reporting Requirements Matrix for Counties.

D. Health Insurance Portability and Accountability Act (HIPAA) of 1996

All work performed under this Contract is subject to HIPAA, County shall perform the work in compliance with all applicable provisions of HIPAA. As identified in Exhibit B, DHCS and County shall cooperate to assure mutual agreement as to those transactions between them, to which this provision applies. Refer to Exhibit C for additional information.

1. Trading Partner Requirements

a) No Changes. County hereby agrees that for the personal health information (Information), it will not change any definition, data condition or use of a data element or segment as proscribed in the Federal Health and Human Services (HHS) Transaction Standard Regulation (45 CFR 162.915 (a)).

b) No Additions. County hereby agrees that for the Information, it will not add any data elements or segments to the maximum data set as proscribed in the HHS Transaction Standard Regulation (45 CFR 162.915 (b)).

c) No Unauthorized Uses. County hereby agrees that for the Information, it will not use any code or data elements that either are marked "not used" in the HHS Transaction's Implementation specification or are not in the HHS Transaction Standard's implementation specifications (45 CFR 162.915 (c)).

d) No Changes to Meaning or Intent. County hereby agrees that for the Information, it will not change the meaning or intent of any of the HHS Transaction Standard's implementation specification (45 CFR 162.915 (d)).

2. Concurrence for Test Modifications to HHS Transaction Standards

County agrees and understands that there exists the possibility that DHCS or others may request an extension from the uses of a standard in the HHS Transaction Standards. If this occurs, County agrees that it will participate in such test modifications.

3. Adequate Testing

County is responsible to adequately test all business rules appropriate to their types and specialties. If the County is acting as a clearinghouse for enrolled providers, County has obligations to adequately test all business rules appropriate to each and every provider type and specialty for which they provide clearinghouse services.

4. Deficiencies

County agrees to correct transactions, errors, or deficiencies identified by DHCS, and transactions errors or deficiencies identified by an enrolled provider if the County is acting as a clearinghouse for that provider. When County is a clearinghouse, County agrees to properly communicate deficiencies and other pertinent information regarding electronic transactions to enrolled providers for which they provide clearinghouse services.

5. Code Set Retention

Both parties understand and agree to keep open code sets being processed or used in this Contract for at least the current billing period or any appeal period, whichever is longer.

6. Data Transmission Log

Both parties shall establish and maintain a Data Transmission Log which shall record any and all Data Transmissions taking place between the Parties during the term of this Contract. Each party will take necessary and reasonable steps to ensure that such Data Transmission Logs constitute a current, accurate, complete, and unaltered record of any and all Data Transmissions between the parties, and shall be retained by each Party for no less than twenty-four (24) months following the date of the Data Transmission. The Data

Transmission Log may be maintained on computer media or other suitable means provided that, if it is necessary to do so, the information contained in the Data Transmission Log may be retrieved in a timely manner and presented in readable form.

E. Counselor Certification

Any counselor or registrant providing intake, assessment of need for services, treatment or recovery planning, individual or group counseling to participants, patients, or residents in a DHCS licensed or certified program is required to be registered or certified as defined in Title 9, CCR, Division 4, Chapter 8, (Document 3H).

F. Cultural and Linguistic Proficiency

To ensure equal access to quality care by diverse populations, each DMC provider receiving funds from this Contract shall adopt the Federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards (Document 3V).

G. Trafficking Victims Protection Act of 2000

Contractor and its subcontractors that provide services covered by this Contract shall comply with the Trafficking Victims Protection Act of 2000 (22 USC 7104(g)) as amended by section 1702 of Pub. L. 112-239.

H. Tribal Communities and Organizations

The Contractor shall regularly assess (e.g. review population information available through Census Bureau, compare to information obtained in the CalOMS Treatment to determine whether the population is being reached, survey Tribal representatives for insight in potential barriers), the substance use service needs of the American Indian/Alaskan Native (AI/AN) population within the Contractor's geographic area, and shall engage in regular and meaningful consultation and collaboration with elected officials of the tribe, Rancheria, or their designee for the purpose of identifying issues/barriers to service delivery and improvement of the quality, effectiveness, and accessibility of services available to AI/NA communities within the County.

I. Perinatal Practice Guidelines

The Contractor will follow the guidelines in Document 1G, "Perinatal Practice Guidelines," in developing and implementing perinatal treatment and recovery programs funded under this Exhibit until new Perinatal Practice Guidelines are established and adopted. No formal amendment of the Contract is required for new guidelines to be incorporated into the Contract.

J. Adolescent Best Practices:

County must utilize DHCS guidelines in developing and implementing youth treatment programs funded under this Enclosure. The Adolescent Best Practices Guidelines can be found at:
https://www.dhcs.ca.gov/Documents/ CSD_CMHCS/Adol%20Best%20

Practices%2 0Guide/AdolBestPracGuide OCTOBER2020.pdf

K. Nondiscrimination in Employment and Services:

By signing this Contract, the Contractor certifies that under the laws of the United States and the State of California, incorporated into this Contract by reference and made a part hereof as if set forth in full, Contractor will not unlawfully discriminate against any person.

L. Federal Law Requirements:

1. Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally-funded programs.

2. Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination in the sale or rental of housing.

3. Age Discrimination Act of 1975 (45 CFR Part 90), as amended (42 USC Sections 6101 – 6107), which prohibits discrimination on the basis of age.

4. Age Discrimination in Employment Act (29 CFR Part 1625).

5. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.

6. Title II of the Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.

7. Title III of the Americans with Disabilities Act of 1990 (28 CFR Part 36) regarding access.

8. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.

9. Executive Order 11246, 42 USC 2000(e) et seq. and 41 CFR Part 60 regarding nondiscrimination in employment under federal contracts and construction contracts greater than $10,000 funded by federal financial assistance.

10. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.

11. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.

12. Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A – E).

M. State Law Requirements:

1. Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (2 Cal. Code Regs. 10000 et seq.).

2. Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.

3. Title 9, Division 4, Chapter 8 of the Cal Code Regs., commencing with Section 13060.

4. No federal funds shall be used by the County or its subcontractors for sectarian worship, instruction, or proselytization. No federal funds shall be used by the County or its subcontractors to provide direct, immediate, or substantial support to any religious activity.

5. Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for DHCS to withhold payments under this Contract or terminate all, or any type, of funding provided hereunder.

N. Additional Contract Restrictions

This Contract is subject to any additional restrictions, limitations, or conditions enacted by the federal or state governments that affect the provisions, terms, or funding of this Contract in any manner.

O. Information Access for Individuals with Limited English Proficiency and/or Disabilities

1. The Contractor shall comply with all applicable provisions of the Dymally-Alatorre Bilingual Services Act (Government Code sections 7290-7299.8) regarding access to materials that explain services available to the public as well as providing language interpretation services.

2. The Contractor shall comply with the applicable provisions of Section 1557 of the Affordable Care Act (45 CFR Part 92), including, but not limited to, 45 CFR 92.201, when providing access to:

    a) Materials explaining services available to the public

    b) Language assistance

c) Language interpreter and translation services

d) Video remote language interpreting services

3. The Contractor shall comply with the following language assistance and format requirements (42 CFR § 438.10; 45 CFR § 92.8; W&I Code §§ 14029.91 and 14029.92):

a) The Contractor shall provide all written materials for potential beneficiaries and beneficiaries in a font size no smaller than 12 point.

b) The Contractor shall ensure its written materials are available in alternative formats, including large print, upon request of the potential beneficiary or beneficiary at no costs. Large print means printed in a font size no smaller than 18 point.

c) The Contractor shall make its written materials that are critical to obtaining services available in the prevalent non-English languages in the county.

d) The Contractor shall notify beneficiaries and prospective beneficiaries that written translation is available in prevalent languages free of cost and how to access those materials.

i. The DHCS shall use the following methodology to identify the prevalent non-English languages spoken by beneficiaries and potential beneficiaries throughout the State and in the Contractor's service area:

1) A population group of mandatory eligible beneficiaries residing in the Contractor's service area who indicate their primary language as a language other than English and that meet a numeric threshold of 3,000 or five-percent (5%) of the eligible beneficiary population, whichever is lower; and

2) A population group of mandatory eligible beneficiaries residing in the Contractor's service area who indicate their primary language as a language other than English and who meet the concentration standards of 1,000 in a single zip code or 1,500 in two contiguous zip codes.

e) The Contractor shall notify its beneficiaries:

i. That oral interpretation is available for any language and written translation is available in prevalent languages to individuals whose primary language is not English. This may include, but is not limited to:

1) Qualified interpreters

2) Information written in other languages

ii. That auxiliary aids and services are available upon request and at no cost for beneficiaries with disabilities. Free aids and services may include, but are not limited to:

1) Qualified sign language interpreters

2) Written information in other formats (large print, audio, accessible electronic formats, other formats)

iii. How to access services.

P. Participation of County Behavioral Health Director's Association of California.

The County AOD Program Administrator shall participate and represent the County in meetings of the County Behavioral Health Director's Association of California for the purposes of representing the counties in their relationship with DHCS with respect to policies, standards, and administration for AOD abuse services.

The County AOD Program Administrator shall attend any special meetings called by the Director of DHCS. Participation and representation shall also be provided by the County Behavioral Health Director's Association of California.

Q. Nondiscrimination Notice, Nondiscrimination Statement and Taglines (45 C.F.R. § 92.8)

1) The Contractor shall post a DHCS-approved nondiscrimination notice and language taglines in at least the top 16 non-English languages in the State (as determined by DHCS), as well as large print, explaining the availability of free language assistance services. Including written translation and oral interpretation to understand the information provided and the toll-free and TTY/TDY telephone number of the Contractor's member/customer service unit, as follows:

a) In all conspicuous physical locations where the Contractor interacts with the public.

b) In a conspicuous location on the Contractor's website that is accessible on the Contractor's home page and in a manner that allows beneficiaries and prospective beneficiaries to easily locate the information.

c) In all significant publications and significant communications that are small-sized, such as postcards and tri-fold brochures.

2) The Contractor shall post a DHCS-approved nondiscrimination statement and language taglines in at least the top two non-English languages I the State (as determined by DHCS), explaining the availability of free language assistance services,

and the toll-free and TTY/TDY telephone number of the Contractor's member/customer service unit, as follows:

a) In all significant publications and significant communications that are small-sized, such as postcards and tri-fold brochures.

3) The Contractor's nondiscrimination notice, nondiscrimination statement and language taglines must be in a conspicuously visible font size no smaller than 12 point. Any large print tagline required must be in a font size so smaller than 18 point and must include information on how to request auxiliary aids and services including the provision of the materials in alternative formats.

R. Discrimination Grievances (45 CFR §§ 92.7 and 92.8; W&I Code § 14029.91)

1) The Contractor shall designate a Discrimination Grievance Coordinator who is responsible for ensuring compliance with federal and state nondiscrimination requirements and investigating Discrimination Grievances related to any action that would be prohibited by or out of compliance with, federal or state nondiscrimination law.

2) The Contractor shall adopt Discrimination Grievance procedures that ensure the prompt and equitable resolution of discrimination-related complaints. The Contractor shall not require a beneficiary to file a Discrimination Grievance with the Contractor before filing the grievance directly with DHCS Office of Civil Rights and the U.S. Health and Human Service Office for Civil Rights.

3) The Contractor shall provide information to all beneficiaries and potential beneficiaries on how to file a Discrimination Grievance with:

a) The Contractor and DHCS if there is a concern of discrimination based on sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, gender, gender identity or sexual orientation.

b) The United States Department of Health and Human Services Office of Civil Rights if there is a concern of discrimination based on race, color, national origin, sex, age or disability.

S. Performance Report

Subcontractor shall submit an annual Performance Report to Colusa County no later than sixty (60) days after the end of the fiscal year or the termination of this agreement, in the format specified by County. Such Performance Report shall be prepared in accordance with the requirements set forth by the Department of Health Care Services (DHCS). The Performance Report shall be the basis upon which a preliminary settlement will be made between the parties to this Contract.

T. Intravenous Drug Use (IVDU) Treatment

County shall ensure that individuals in need of IVDU treatment shall be encouraged to undergo AOD treatment (42 USC 300x-23 (45 CFR 96.126(e)).

C25-015

ATTACHMENT C

HIPAA BUSINESS ASSOCIATE ADDENDUM

The purpose of this Attachment is to satisfy certain standards and requirements of HIPAA and the HIPAA regulations, and other applicable laws.

Definitions

Catch-all definition:

The following terms used in this Attachment shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Specific definitions:

(a) Business Associate. "Business Associate" shall generally have the same meaning as the term "Business Associate" at 45 CFR 160.103., and in reference to the party to this Addendum, shall mean American Specialty Healthcare, Inc., doing business as Colusa Medical Center. Generally, a Business Associate provides services, arranges, performs or assists in the performance of functions or activities on behalf of the covered entity and creates, receives, maintains, transmits, uses or discloses PHI. County of Colusa (County) and Business Associate desire to protect the privacy and provide for the security of PHI created, received, maintained, transmitted, used or disclosed pursuant to this Addendum, in compliance with HIPAA and HIPAA regulations.

(b) Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this Addendum, shall mean County.

(c) Protected Health Information or PHI. "Protected Health Information" or "PHI" means any information, whether oral or recorded in any form or medium that relates to the past, present, or future physical or mental condition of an individual, the provision of health and dental care to an individual, or the past, present, or future payment for the provision of health and dental care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI shall have the meaning given to such term under HIPAA and HIPAA regulations, as the same may be amended from time to time.

(d) HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

(e) Data Aggregation. "Data Aggregation" shall have the meaning given to such term under the Privacy Rule, including but not limited to, 45 CFR Section 164.501.

(f) The terms used in this Exhibit, but not otherwise defined, shall have the same meanings as those terms are defined in the HIPAA regulations.

Obligations and Activities of Business Associate

Business Associate agrees to:

(a) Not use or disclose protected health information other than as permitted or required by the Addendum or as required by law;

(b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Addendum. Business Associate shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities, and which incorporates the requirements of section (k), below. Business Associate will provide County with its current and updated policies;

(c) Report to covered entity any use or disclosure of protected health information not provided for by the Addendum of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;

(d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;

(e) Within ten (10) days of receipt of a request from County make available protected health information in a designated record sent to the County as necessary to satisfy its obligations under 45 CFR 164.524;

(f) Within ten (10) days of receipt of a request from County make any amendment(s) to protected health information in a designated record set as directed or agreed to by County pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy County's obligations under 45 CFR 164.526;

(g) Maintain and make available within ten (10) days of receipt of a request from County information required to provide an accounting of disclosures to the individual as necessary to satisfy County's obligations under 45 CFR 164.528;

(h) To the extent the Business Associate is to carry out one or more of County's obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to County in the performance of such obligation(s);

(i) Request, use and disclose the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure; 45 CFR 164.514(d)(3);

(j) Make its internal practices, books, and records available to the County and Secretary for purposes of determining compliance with the HIPAA Rules within ten (10) days of request by County;

(k) The Business Associate shall take any and all steps necessary to ensure the continuous security of all computerized data systems containing County PHI. These steps shall include, at a minimum: Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III- *Security of Federal Automated Information Systems*, which sets forth guidelines for automated information systems in Federal agencies. It is expected the Business Associate will implement and maintain the most stringent means and system to safeguard and provide the highest level of protection for County PHI from breaches and security incidents.

(l) Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate or its subcontractors in violation of the requirements of this Exhibit.

Permitted Uses and Disclosures by Business Associate

(a) Business Associate may only use or disclose protected health information as necessary to provision of the services set forth in the Service Agreement. (Agreement) Further, the Business Associate is authorized to use protected health information to de-identify the information in accordance with 45 CFR 164.514(a)-(c).

(b) Business Associate may use or disclose protected health information as required by law.

(c) Business Associate agrees to make uses and disclosures and requests for protected health information consistent with County's minimum necessary policies and procedures.

(d) Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by covered entity, except for the specific uses and disclosures set forth below.

(e) Business Associate may disclose protected health information for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(f) Business Associate may provide data aggregation services relating to the health care operations of County.

Provisions for County to Inform Business Associate of Privacy Practices and Restrictions

(a) County shall notify Business Associate of any limitation(s) in the notice of privacy practices of covered entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of protected health information.

(b)County shall notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect Business Associate's use or disclosure of protected health information.

(c) County shall notify Business Associate of any restriction on the use or disclosure of protected health information that County has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of protected health information.

Permissible Requests by County

County shall not request Business Associate to use or disclose protected health information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by County, except if the Business Associate will use or disclose protected health information for, and the Agreement includes provisions for, data aggregation or management and administration and legal responsibilities of the Business Associate.

Term and Termination

(a) Term. The Term of this Addendum shall be effective as of the date of the Agreement, and shall terminate when the Agreement terminates or on the date County terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.

(b) Termination for Cause. Business Associate authorizes termination of this Addendum by County, if County determines Business Associate has violated a material term of the Addendum and Business Associate has not cured the breach or ended the violation within the time specified by County. County may in its discretion provide the Business Associate with an opportunity to cure a violation or breach of the contract before termination for cause.

(c) Obligations of Business Associate Upon Termination.

Upon termination of this Addendum for any reason, Business Associate, with respect to protected health information received from County, or created, maintained, or received by Business Associate on behalf of County, shall:

1. Retain only that protected health information which is necessary for Business Associate to continue its proper management and administration or to carry out its

legal responsibilities;

2. Return to County or, if agreed to by County, destroy the remaining protected health information that the Business Associate still maintains in any form;
3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as Business Associate retains the protected health information;
4. Not use or disclose the protected health information retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at paragraphs (e) above under "Permitted Uses and Disclosures By Business Associate" which applied prior to termination; and
5. Return to County or, if agreed to by County, destroy the protected health information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities; or
6. At the request of County transmit the protected health information to another Business Associate of the County at termination, and/or could add terms regarding a Business Associate's obligations to obtain or ensure the destruction of protected health information created, received, or maintained by subcontractors.

(d) Survival. The obligations of Business Associate under this Section shall survive the termination of this Addendum.

Miscellaneous

(a) Regulatory References. A reference in this Addendum to a section in the HIPAA Rules means the section as in effect or as amended.

(b) Amendment. The Parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.

(c) Interpretation. Any ambiguity in this Addendum shall be interpreted to permit compliance with the HIPAA Rules. Except as specifically required to implement the purposes of this Addendum, or to the extent inconsistent with this Addendum, all other terms of the Agreement to which this Addendum is attached shall remain in effect.

(d) Ownership. County at all times owns the PHI shared pursuant to the terms of this Addendum.

Colusa County

Agenda Request Form

Item ID#: 2025-136 **Agenda Date:** 12/16/2025 **Item 25**

BEHAVIORAL HEALTH (BH)

Approve second modification with **Roger Anderson, dba Buddy's House** for sober transitional living services, effective December 16, 2025

Detailed Description/Background of Request
Behavioral Health requests approval of a second modification to the contract with Buddy's House, to replace the current Attachment "D" (State Requirements) with an updated version. An audit conducted by the Department of Health Care Services (DHCS) for the Substance Use Prevention, Treatment, and Recovery Services Block Grant (SUBG) identified several areas requiring revisions to the State Requirements attachment. DHCS has reviewed and approved the revised Attachment "D."

Buddy's House is a clean and sober transitional living facility located In Yuba City, CA. Buddy's House offers affordable housing and support for people overcoming addiction to drugs and alcohol. Residents are given support in their journey to sobriety in a structured environment. The residents support each other on their path to recovery.

Prior Board Action
C24-127 and C25-103

Fiscal Impact/Funding Source
None

Action for the Clerk
Please number contract, obtain signatures and send to:

Buddy's House
Attention: Roger Anderson, Director
1770 Magnolia Drive
Yuba City, CA 95991

Attachments:
1. 2nd Mod_Buddy's House
2. Attachment D State Requirements 12.16.25
3. C25-103 1st Mod. Roger Anderson, dba Buddy's House
4. C24-127 Roger Anderson dba Buddy's House

Second Modification Sober Transitional Living Services Contract

This Second Modification of the Sober Transitional Living Services Contract ("Contract") is between the Colusa County ("County"), a political subdivision of the State of California and Roger Anderson, an individual, dba Buddy's House ("Contractor").

Background

On August 6, 2024, the parties executed Contract C24-127 for the Contractor to provide County with sober transitional living services.

On June 26, 2025, the parties executed Contract C25-103 for extending the term and replacing Attachment “A” and Attachment “B” with updated attachments.

The parties now want to modify the Contract to replace Attachment “D” with a new Attachment “D” State Requirements.

Modification

The parties agree to modify the Contract effective December 16, 2025, as follows:

1. Section 21, Attachments is modified by replacing Attachment “D” State Requirements with a new Attachment “D”.

COUNTY OF COLUSA

_____Date:_____
Daurice K. Smith, Chair

APPROVED AS TO FORM

_____
Richard Stout, County Counsel

ROGER ANDERSON, DBA BUDDY’S HOUSE

_____Date:_____
Roger Anderson, Owner

ATTEST: Joshua Pack, Clerk to the Board of Supervisors

_____
Patricia Rodriguez, Clerk

ATTACHMENT D

STATE REQUIREMENTS

1. Additional Contract Restrictions

This Contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress, or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this Contract in any manner.

2. No Unlawful Use or Unlawful Use Messages Regarding Drugs

County agrees that information produced through these funds, and which pertains to drugs and alcohol-related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol-related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (HSC, Division 10.7, Chapter 1429, Sections 11999-11999.3). By signing this Enclosure, County agrees that it will enforce, and will require its subcontractors to enforce, these requirements.

3. Noncompliance with Reporting Requirements

The Contractor agrees that DHCS has the right to withhold payments until the Contractor has submitted any required data and reports to DHCS, as identified in Exhibit A, Attachment I, Part III - Reporting Requirements, or as identified in Document 1F(a), Reporting Requirements Matrix for Counties.

4. Health Insurance Portability and Accountability Act (HIPAA) of 1996

All work performed under this Contract is subject to HIPAA, County shall perform the work in compliance with all applicable provisions of HIPAA. As identified in Exhibit C, DHCS and County shall cooperate to assure mutual agreement as to those transactions between them, to which this provision applies. Refer to Exhibit C for additional information.

a. Trading Partner Requirements

1. No Changes. County hereby agrees that for the personal health information (Information), it will not change any definition, data condition or use of a data element or segment as proscribed in the Federal Health and Human Services (HHS) Transaction Standard Regulation (45 CFR 162.915 (a)).

2. No Additions. County hereby agrees that for the Information, it will not add any data elements or segments to the maximum data set as proscribed in the HHS Transaction Standard Regulation (45 CFR 162.915 (b)).

3. No Unauthorized Uses. County hereby agrees that for the Information, it will not use any code or data elements that either are marked "not used" in the HHS Transaction's Implementation specification or are not in the HHS Transaction Standard's implementation specifications (45 CFR 162.915 (c)).

4. No Changes to Meaning or Intent. County hereby agrees that for the Information, it will not change the meaning or intent of any of the HHS Transaction Standard's implementation specification (45 CFR 162.915 (d)).

b. Concurrence for Test Modifications to HHS Transaction Standards

County agrees and understands that there exists the possibility that DHCS or others may request an extension from the uses of a standard in the HHS Transaction Standards. If this occurs, County agrees that it will participate in such test modifications.

c. Adequate Testing

County is responsible to adequately test all business rules appropriate to their types and specialties. If the County is acting as a clearinghouse for enrolled providers, County has obligations to adequately test all business rules appropriate to each and every provider type and specialty for which they provide clearinghouse services.

d. Deficiencies

County agrees to correct transactions, errors, or deficiencies identified by DHCS, and transactions errors or deficiencies identified by an enrolled provider if the County is acting as a clearinghouse for that provider. When County is a clearinghouse, County agrees to properly communicate deficiencies and other pertinent information regarding electronic transactions to enrolled providers for which they provide clearinghouse services.

e. Code Set Retention

Both parties understand and agree to keep open code sets being processed or used in this Contract for at least the current billing period or any appeal period, whichever is longer.

f. Data Transmission Log

Both parties shall establish and maintain a Data Transmission Log which shall record any and all Data Transmissions taking place between the Parties during the term of this Contract. Each party will take necessary and reasonable steps to ensure that such Data Transmission Logs constitute a current, accurate, complete, and unaltered record

of any and all Data Transmissions between the parties, and shall be retained by each Party for no less than twenty-four (24) months following the date of the Data Transmission. The Data Transmission Log may be maintained on computer media or other suitable means provided that, if it is necessary to do so, the information contained in the Data Transmission Log may be retrieved in a timely manner and presented in readable form.

5. Counselor Certification

Any counselor or registrant providing intake, assessment of need for services, treatment or recovery planning, individual or group counseling to participants, patients, or residents in a DHCS licensed or certified program is required to be registered or certified as defined in Title 9, CCR, Division 4, Chapter 8, (Document 3H).

6. Cultural and Linguistic Proficiency

To ensure equal access to quality care by diverse populations, each DMC provider receiving funds from this Contract shall adopt the Federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards (Document 3V).

7. Trafficking Victims Protection Act of 2000

County and its subcontractors that provide services covered by this Contract shall comply with the Trafficking Victims Protection Act of 2000 (USC, Title 22, Chapter 78, Section 7104) as amended by section 1702 of Pub. L. 112-239.

8. Tribal Communities and Organizations

County shall regularly review population information available through Census, compare to information obtained in the California Outcome Measurement System for Treatment (CalOMS-Tx) to determine whether the population is being reached, and survey Tribal representatives for insight in potential barriers to the substance use service needs of the American Indian/Alaskan Native (AI/AN) population within the County geographic area. Contractor shall also engage in regular and meaningful consultation and collaboration with elected officials of the tribe, Rancheria, or their designee for the purpose of identifying issues/barriers to service delivery and improvement of the quality, effectiveness, and accessibility of services available to AI/AN communities within the County.

9. Perinatal Practice Guidelines

The Contractor will follow the guidelines in Document 1G, “Perinatal Practice Guidelines,” in developing and implementing perinatal treatment and recovery programs funded under this Exhibit until new Perinatal Practice Guidelines are established and adopted. No formal amendment of the Contract is required for new guidelines to be incorporated into the Contract.

10. Adolescent Best Practices:

County must utilize DHCS guidelines in developing and implementing youth treatment programs funded under this Enclosure. The Adolescent Best Practices Guidelines can be found at:

https://www.dhcs.ca.gov/Documents/ CSD_CMHCS/Adol%20Best%20 Practices%2 0Guide/AdolBestPracGuide OCTOBER2020.pdf

11. Nondiscrimination in Employment and Services:

By signing this Contract, the Contractor certifies that under the laws of the United States and the State of California, incorporated into this Contract by reference and made a part hereof as if set forth in full, Contractor will not unlawfully discriminate against any person.

12. Federal Law Requirements:

a. Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally-funded programs.

b. VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination in the sale or rental of housing.

c. Age Discrimination Act of 1975 (45 CFR Part 90), as amended (42 USC Sections 6101 – 6107), which prohibits discrimination on the basis of age.

d. Age Discrimination in Employment Act (29 CFR Part 1625).

e. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.

f. Title II of the Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.

g. Title III of the Americans with Disabilities Act of 1990 (28 CFR Part 36) regarding access.

h. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.

i. Executive Order 11246, 42 USC 2000(e) et seq. and 41 CFR Part 60 regarding nondiscrimination in employment under federal contracts and construction contracts greater than $10,000 funded by federal financial assistance.

j. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.

k. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.

l. Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A – E).

13. State Law Requirements:

a. Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (2 Cal. Code Regs. 10000 et seq.).

b. Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.

c. Title 9, Division 4, Chapter 8 of the Cal Code Regs., commencing with Section 13060.

d. No federal funds shall be used by the County or its subcontractors for sectarian worship, instruction, or proselytization. No federal funds shall be used by the County or its subcontractors to provide direct, immediate, or substantial support to any religious activity.

e. Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for DHCS to withhold payments under this Contract or terminate all, or any type, of funding provided hereunder.

14. Additional Contract Restrictions

This Contract is subject to any additional restrictions, limitations, or conditions enacted by the federal or state governments that affect the provisions, terms, or funding of this Contract in any manner.

15. Information Access for Individuals with Limited English Proficiency and/or Disabilities

a. The Contractor shall comply with all applicable provisions of the Dymally-Alatorre Bilingual Services Act (Government Code sections 7290-7299.8) regarding access to materials that explain services available to the public as well as providing language interpretation services.

b. The Contractor shall comply with the applicable provisions of Section 1557 of the Affordable Care Act (45 CFR Part 92), including, but not limited to, 45 CFR 92.201, when providing access to:

   1. Materials explaining services available to the public

   2. Language assistance

   3. Language interpreter and translation services

   4. Video remote language interpreting services

c. The Contractor shall comply with the following language assistance and format requirements (42 CFR § 438.10; 45 CFR § 92.8; W&I Code §§ 14029.91 and 14029.92):

   1. The Contractor shall provide all written materials for potential beneficiaries and beneficiaries in a font size no smaller than 12 point.

   2. The Contractor shall ensure its written materials are available in alternative formats, including large print, upon request of the potential beneficiary or beneficiary at no costs. Large print means printed in a font size no smaller than 18 point.

   3. The Contractor shall make its written materials that are critical to obtaining services available in the prevalent non-English languages in the county.

   4. The Contractor shall notify beneficiaries and prospective beneficiaries that written translation is available in prevalent languages free of cost and how to access those materials.

      i. The DHCS shall use the following methodology to identify the prevalent non-English languages spoken by beneficiaries and potential beneficiaries throughout the State and in the Contractor's service area:

         1) A population group of mandatory eligible beneficiaries residing in the Contractor's service area who indicate their primary language as a language other than English and that meet a numeric threshold of 3,000 or five-percent (5%) of the eligible beneficiary population, whichever is lower; and

         2) A population group of mandatory eligible beneficiaries residing in the Contractor's service area who indicate their primary language as a language other than English and who meet the concentration standards of 1,000 in a single zip code or 1,500 in two contiguous zip codes.

d. The Contractor shall notify its beneficiaries:

1. That oral interpretation is available for any language and written translation is available in prevalent languages to individuals whose primary language is not English. This may include, but is not limited to:

i. Qualified interpreters

ii. Information written in other languages

2. That auxiliary aids and services are available upon request and at no cost for beneficiaries with disabilities. Free aids and services may include, but are not limited to:

i. Qualified sign language interpreters

ii. Written information in other formats (large print, audio, accessible electronic formats, other formats)

3. How to access services.

16. Participation of County Behavioral Health Director's Association of California.

The County AOD Program Administrator shall participate and represent the County in meetings of the County Behavioral Health Director's Association of California for the purposes of representing the counties in their relationship with DHCS with respect to policies, standards, and administration for AOD abuse services.

The County AOD Program Administrator shall attend any special meetings called by the Director of DHCS. Participation and representation shall also be provided by the County Behavioral Health Director's Association of California.

17. Nondiscrimination Notice, Nondiscrimination Statement and Taglines (45 C.F.R. § 92.8)

a. The Contractor shall post a DHCS-approved nondiscrimination notice and language taglines in at least the top 16 non-English languages in the State (as determined by DHCS), as well as large print, explaining the availability of free language assistance services. Including written translation and oral interpretation to understand the information provided and the toll-free and TTY/TDY telephone number of the Contractor's member/customer service unit, as follows:

1. In all conspicuous physical locations where the Contractor interacts with the public.

2. In a conspicuous location on the Contractor's website that is accessible on the Contractor's home page and in a manner that allows beneficiaries and prospective beneficiaries to easily locate the information.

3. In all significant publications and significant communications that are small-sized, such as postcards and tri-fold brochures.

b. The Contractor shall post a DHCS-approved nondiscrimination statement and language taglines in at least the top two non-English languages I the State (as determined by DHCS), explaining the availability of free language assistance services, and the toll-free and TTY/TDY telephone number of the Contractor's member/customer service unit, as follows:

1. In all significant publications and significant communications that are small-sized, such as postcards and tri-fold brochures.

c. The Contractor's nondiscrimination notice, nondiscrimination statement and language taglines must be in a conspicuously visible font size no smaller than 12 point. Any large print tagline required must be in a font size so smaller than 18 point and must include information on how to request auxiliary aids and services including the provision of the materials in alternative formats.

18. Discrimination Grievances (45 CFR §§ 92.7 and 92.8; W&I Code § 14029.91)

a. The Contractor shall designate a Discrimination Grievance Coordinator who is responsible for ensuring compliance with federal and state nondiscrimination requirements and investigating Discrimination Grievances related to any action that would be prohibited by or out of compliance with, federal or state nondiscrimination law.

b. The Contractor shall adopt Discrimination Grievance procedures that ensure the prompt and equitable resolution of discrimination-related complaints. The Contractor shall not require a beneficiary to file a Discrimination Grievance with the Contractor before filing the grievance directly with DHCS Office of Civil Rights and the U.S. Health and Human Service Office for Civil Rights.

c. The Contractor shall provide information to all beneficiaries and potential beneficiaries on how to file a Discrimination Grievance with:

1. The Contractor and DHCS if there is a concern of discrimination based on sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, gender, gender identity or sexual orientation.

d. The United States Department of Health and Human Services Office of Civil Rights if there is a concern of discrimination based on race, color, national origin, sex, age or

disability.

19. Performance Report

Subcontractor shall submit an annual Performance Report to Colusa County no later than sixty (60) days after the end of the fiscal year or the termination of this agreement, in the format specified by County. Such Performance Report shall be prepared in accordance with the requirements set forth by the Department of Health Care Services (DHCS). The Performance Report shall be the basis upon which a preliminary settlement will be made between the parties to this Contract.

20. Intravenous Drug Use (IVDU) Treatment

County shall ensure that individuals in need of IVDU treatment shall be encouraged to undergo AOD treatment (42 USC 300x-23 (45 CFR 96.126(e)).

21. Tuberculosis Treatment

County shall ensure the following related to Tuberculosis (TB):

a. Routinely make available TB services to individuals receiving treatment.

b. Reduce barriers to patients' accepting TB treatment.

c. Develop strategies to improve follow-up monitoring, particularly after patients leave treatment, by disseminating information through educational bulletins and technical assistance.

22. Hatch Act

County and Contractor agree to comply with the provisions of the Hatch Act (USC, Title 5, Part III, Subpart F., Chapter 73, Subchapter III), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

23. Limitation on Use of Funds for Promotion of Legalization of Controlled Substances

None of the funds made available through this Contract may be used for any activity that promotes the legalization of any drug or other substance included in Schedule I of Section 202 of the Controlled Substances Act (21 USC 812).

24. Marijuana Restriction

Grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Grant funds also cannot be provided to any individual who or

organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders.

25. Byrd Anti-Lobbying Amendment (31 USC 1352)

County and Subcontractor certify that they will not and have not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. County and Subcontractor shall also disclose to DHCS any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

C25-103

First Modification Sober Transitional Living Services Contract

This First Modification of the Sober Transitional Living Services Contract ("Contract") is between the County of Colusa ("County"), a political subdivision of the State of California and Roger Anderson, an individual, dba Buddy's House ("Contractor").

Background

On August 6, 2024, the parties executed Contract C24-127 for the Contractor to provide County with sober transitional living services.

The parties now want to modify the Contract to extend the term to June 30, 2026, replace Attachment "A" with an updated Attachment "A" Scope of services and replace Attachment "B" with an updated Attachment "B" Buddy's House Rate Sheet.

Modification

The parties agree to modify the Contract effective July 1, 2025, as follows:

1. Section 2, Term is modified by extending the termination date to June 30, 2026.
2. Section 21, Attachments is modified by deleting Attachment "A" and replacing with a new Attachment "A" Scope of Services.
3. Section 21, Attachments is modified by deleting Attachment "B" and replacing with a new Attachment "B" Buddy's House Rate Sheet.

COUNTY OF COLUSA

Daurice Smith Date: 6/17/25

Daurice Smith, Chair

APPROVED AS TO FORM

Richard Stout, County Counsel

ROGER ANDERSON, DBA BUDDY'S HOUSE

Signature Date: 6/26/25

Roger Anderson "Owner"

Printed Name and Title

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

Patricia R

Patricia Rodriguez, Deputy Clerk

C25-103

ATTACHMENT A

Scope of Services

1. Provide a safe, clean and sober structured housing
2. Provide affordable rents starting at $750 per month
3 Provide completely furnished homes
4 Provide internet access.
5. Provide weights and exercise equipment.
6. Provide on-site, resident run 12 step meetings.
7. Provide peer support meetings with other residents
8. Provide two phase structures (Attachment B).
9 Referrals available: detox, treatment and outpatient.

C25-103

ATTACHMENT B

Buddy's House Rate Sheet

Buddy's House

1700 Magnolia Drive

Yuba City, CA 95991

PHASE 1

$850/month rent. Rent includes food, all utilities, laundry soap, drug testing fees and on site meetings.

PHASE 2

$750/month rent. Rent includes all utilities, drug testing and on site meeting.

FEES

$50 processing fee at move in.

$50 bedding fee at move in.

SOBER TRANSITIONAL LIVING SERVICES CONTRACT

This Sober Transitional Living Services Contract ("Contract") is between the County of Colusa ("County"), a political subdivision of the State of California and Roger Anderson, an individual, dba Buddy's House ("Contractor").

1. **Services to be Performed:** Contractor agrees at its own expense to furnish all equipment, labor and materials necessary to provide County with a clean and sober transitional living facility for clients referred by Colusa County Behavioral Health Services, as more specifically detailed in Attachment "A."

2. **Term:** This Contract shall begin on July 1, 2024, and shall continue until all requested services are completed, but no later than June 30, 2025.

3. **Compensation:** County will pay Contractor compensation not to exceed $50,000 per fiscal year, as provided for in Attachment "B." Compensation will be paid in accordance with paragraph 4, Method of Payment.

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

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

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

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

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

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

6. **Contractor's Books and Records:** Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to County for a minimum period of ten (10) years, or for any longer period required by law, following audit, or from the date of final payment to Contractor under this Contract, whichever is later.

   A. Contractor shall maintain all documents and records which demonstrate performance under this Contract for a minimum period of ten (10) years, or for any longer period required by law, from the date of termination or completion of this Contract.

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

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

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

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 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.

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

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

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

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

If to County:	Colusa County Behavioral Health Attn: Director 162 E. Carson Street Colusa, CA 95932
If to Contractor:	Buddy's House Attn: Roger Anderson, Director 1770 Magnolia Drive Yuba City, CA 95991

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

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

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

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

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

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

    A. Immediately for cause if either party 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.

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

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

A. Attachment "A" Scope of Services
B. Attachment "B" FY 24-25 Rates
C. Attachment "C" HIPAA Business Associate Addendum
D. Attachment "D" State Requirements

COUNTY OF COLUSA

Gary Evans, Board Chair — Date: 8/6/24

ROGER ANDERSON, DBA BUDDY'S HOUSE

Signature — Date: 8/16/24

Roger Anderson - owner
Printed Name and Title

APPROVED AS TO FORM

Richard Stout, County Counsel

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

By Patricia R
Patricia Rodriguez , Deputy Clerk

ATTACHMENT A
Scope of Services

1. Provide a safe, clean and sober structured housing.
2. Provide affordable rents starting at $650 per month.
3. Provide completely furnished homes.
4. Provide internet access.
5. Provide weights and exercise equipment.
6. Provide on-site, resident run 12 step meetings.
7. Provide peer support meetings with other residents.
8. Provide two phase structures (Attachment B).
9. Referrals available: detox, treatment and outpatient.

ATTACHMENT B
Buddy's House Rate Sheet

Buddy's House
1700 Magnolia Drive
Yuba City, CA 95991

PHASE 1
$850/month rent. Rent includes food, all utilities, laundry soap, drug testing fees and on site meetings.

PHASE 2
$650/month rent. Rent includes all utilities, drug testing and on site meeting.

FEES
$50 processing fee at move in.
$50 bedding fee at move in.

ATTACHMENT C
HIPAA Business Associate Addendum

The purpose of this Attachment is to satisfy certain standards and requirements of HIPAA and the HIPAA regulations, and other applicable laws.

Definitions

Catch-all definition:

The following terms used in this Attachment shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Specific definitions:

(a) Business Associate. "Business Associate" shall generally have the same meaning as the term "Business Associate" at 45 CFR 160.103., and in reference to the party to this Addendum, shall mean American Specialty Healthcare, Inc., doing business as Colusa Medical Center. Generally, a Business Associate provides services, arranges, performs or assists in the performance of functions or activities on behalf of the covered entity and creates, receives, maintains, transmits, uses or discloses PHI. County of Colusa (County) and Business Associate desire to protect the privacy and provide for the security of PHI created, received, maintained, transmitted, used or disclosed pursuant to this Addendum, in compliance with HIPAA and HIPAA regulations.

(b) Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this Addendum, shall mean County.

(c) Protected Health Information or PHI. "Protected Health Information" or "PHI" means any information, whether oral or recorded in any form or medium that relates to the past, present, or future physical or mental condition of an individual, the provision of health and dental care to an individual, or the past, present, or future payment for the provision of health and dental care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI shall have the meaning given to such term under HIPAA and HIPAA regulations, as the same may be amended from time to time.

(d) HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

(e) Data Aggregation. "Data Aggregation" shall have the meaning given to such term under the Privacy Rule, including but not limited to, 45 CFR Section 164.501.

(f) The terms used in this Exhibit, but not otherwise defined, shall have the same meanings as those terms are defined in the HIPAA regulations.

Obligations and Activities of Business Associate

Business Associate agrees to:

(a) Not use or disclose protected health information other than as permitted or required by the Addendum or as required by law;

(b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Addendum. Business Associate shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities, and which incorporates the requirements of section (k), below. Business Associate will provide County with its current and updated policies;

(c) Report to covered entity any use or disclosure of protected health information not provided for by the Addendum of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;

(d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;

(e) Within ten (10) days of receipt of a request from County make available protected health information in a designated record sent to the County as necessary to satisfy its obligations under 45 CFR 164.524;

(f) Within ten (10) days of receipt of a request from County make any amendment(s) to protected health information in a designated record set as directed or agreed to by County pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy County's obligations under 45 CFR 164.526;

(g) Maintain and make available within ten (10) days of receipt of a request from County information required to provide an accounting of disclosures to the individual as necessary to satisfy County's obligations under 45 CFR 164.528;

(h) To the extent the Business Associate is to carry out one or more of County's obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to County in the performance of such obligation(s);

(i) Request, use and disclose the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure; 45 CFR 164.514(d)(3);

(j) Make its internal practices, books, and records available to the County and Secretary for purposes of determining compliance with the HIPAA Rules within ten (10) days of request by County;

(k) The Business Associate shall take any and all steps necessary to ensure the continuous security of all computerized data systems containing County PHI. These steps shall include, at a minimum: Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III- *Security of Federal Automated Information Systems*, which sets forth guidelines for automated information systems in Federal agencies. It is expected the Business Associate will implement and maintain the most stringent means and system to safeguard and provide the highest level of protection for County PHI from breaches and security incidents.

(l) Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate or its subcontractors in violation of the requirements of this Exhibit.

Permitted Uses and Disclosures by Business Associate

(a) Business Associate may only use or disclose protected health information as necessary to provision of the services set forth in the Service Agreement. (Agreement) Further, the Business Associate is authorized to use protected health information to de-identify the information in accordance with 45 CFR 164.514(a)-(c).

(b) Business Associate may use or disclose protected health information as required by law.

(c) Business Associate agrees to make uses and disclosures and requests for protected health information consistent with County's minimum necessary policies and procedures.

(d) Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by covered entity, except for the specific uses and disclosures set forth below.

(e) Business Associate may disclose protected health information for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(f) Business Associate may provide data aggregation services relating to the health care operations of County.

Provisions for County to Inform Business Associate of Privacy Practices and Restrictions

(a) County shall notify Business Associate of any limitation(s) in the notice of privacy practices of covered entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of protected health information.

(b)County shall notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect Business Associate's use or disclosure of protected health information.

(c) County shall notify Business Associate of any restriction on the use or disclosure of protected health information that County has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of protected health information.

Permissible Requests by County

County shall not request Business Associate to use or disclose protected health information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by County, except if the Business Associate will use or disclose protected health information for, and the Agreement includes provisions for, data aggregation or management and administration and legal responsibilities of the Business Associate.

Term and Termination

(a) Term. The Term of this Addendum shall be effective as of the date of the Agreement, and shall terminate when the Agreement terminates or on the date County terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.

(b) Termination for Cause. Business Associate authorizes termination of this Addendum by County, if County determines Business Associate has violated a material term of the Addendum and Business Associate has not cured the breach or ended the violation within the time specified by County. County may in its discretion provide the Business Associate with an opportunity to cure a violation or breach of the contract before termination for cause.

(c) Obligations of Business Associate Upon Termination.

Upon termination of this Addendum for any reason, Business Associate, with respect to protected health information received from County, or created, maintained, or received by Business Associate on behalf of County, shall:

1. Retain only that protected health information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
2. Return to County or, if agreed to by County, destroy the remaining protected health information that the Business Associate still maintains in any form;
3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this

Section, for as long as Business Associate retains the protected health information;

4. Not use or disclose the protected health information retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at paragraphs (e) above under "Permitted Uses and Disclosures By Business Associate" which applied prior to termination; and
5. Return to County or, if agreed to by County, destroy the protected health information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities; or
6. At the request of County transmit the protected health information to another Business Associate of the County at termination, and/or could add terms regarding a Business Associate's obligations to obtain or ensure the destruction of protected health information created, received, or maintained by subcontractors.

(d) Survival. The obligations of Business Associate under this Section shall survive the termination of this Addendum.

Miscellaneous

(a) Regulatory References. A reference in this Addendum to a section in the HIPAA Rules means the section as in effect or as amended.

(b) Amendment. The Parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.

(c) Interpretation. Any ambiguity in this Addendum shall be interpreted to permit compliance with the HIPAA Rules. Except as specifically required to implement the purposes of this Addendum, or to the extent inconsistent with this Addendum, all other terms of the Agreement to which this Addendum is attached shall remain in effect.

(d) Ownership. County at all times owns the PHI shared pursuant to the terms of this Addendum.

ATTACHMENT D
State Requirements

A. Additional Contract Restrictions

This Contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress, or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this Contract in any manner.

B. No Unlawful Use or Unlawful Use Messages Regarding Drugs

The Contractor agrees that information produced through these funds, and which pertains to drugs and alcohol-related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol-related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (HSC Section 11999-11999.3). By signing this Contract, the Contractor agrees that it will enforce, and will require its subcontractors to enforce, these requirements.

C. Noncompliance with Reporting Requirements

The Contractor agrees that DHCS has the right to withhold payments until the Contractor has submitted any required data and reports to DHCS, as identified in Exhibit A, Attachment I, Part III - Reporting Requirements, or as identified in Document 1F(a), Reporting Requirements Matrix for Counties.

D. Health Insurance Portability and Accountability Act (HIPAA) of 1996

If any of the work performed under this Contract is subject to HIPAA, the Contractor shall perform the work in compliance with all applicable provisions of HIPAA. As identified in Exhibit C, DHCS and the Contractor shall cooperate to assure mutual agreement as to those transactions between them, to which this provision applies. Refer to Exhibit F for additional information.

1. Trading Partner Requirements

   a) No Changes. The Contractor hereby agrees that for the personal health information (Information), it will not change any definition, data condition or use of a data element or segment as proscribed in the Federal Health and Human Services (HHS) Transaction Standard Regulation (45 CFR 162.915 (a)).

   b) No Additions. The Contractor hereby agrees that for the Information, it will not add any data elements or segments to the maximum data set as proscribed in the HHS Transaction Standard Regulation (45 CFR 162.915 (b)).

c) No Unauthorized Uses. The Contractor hereby agrees that for the Information, it will not use any code or data elements that either are marked "not used" in the HHS Transaction's Implementation specification or are not in the HHS Transaction Standard's implementation specifications (45 CFR 162.915 (c)).

d) No Changes to Meaning or Intent. The Contractor hereby agrees that for the Information, it will not change the meaning or intent of any of the HHS Transaction Standard's implementation specification (45 CFR 162.915 (d)).

2. Concurrence for Test Modifications to HHS Transaction Standards

The Contractor agrees and understands that there exists the possibility that DHCS or others may request an extension from the uses of a standard in the HHS Transaction Standards. If this occurs, the Contractor agrees that it will participate in such test modifications.

3. Adequate Testing

The Contractor is responsible to adequately test all business rules appropriate to their types and specialties. If the Contractor is acting as a clearinghouse for enrolled providers, the Contractor has obligations to adequately test all business rules appropriate to each and every provider type and specialty for which they provide clearinghouse services.

4. Deficiencies

The Contractor agrees to correct transactions, errors, or deficiencies identified by DHCS, and transactions errors or deficiencies identified by an enrolled provider if the Contractor is acting as a clearinghouse for that provider. When County is a clearinghouse, then the Contractor agrees to properly communicate deficiencies and other pertinent information regarding electronic transactions to enrolled providers for which they provide clearinghouse services.

5. Code Set Retention

Both parties understand and agree to keep open code sets being processed or used in this Contract for at least the current billing period or any appeal period, whichever is longer.

6. Data Transmission Log

Both parties shall establish and maintain a Data Transmission Log which shall record any and all Data Transmissions taking place between the Parties during the term of this Contract. Each party will take necessary and reasonable steps to ensure that such Data Transmission Logs constitute a current, accurate, complete, and unaltered record of any and all Data Transmissions between the parties, and shall be retained by each Party for no less than twenty-four (24) months following the date of the Data Transmission. The Data Transmission Log may be maintained on computer media or other suitable means provided that, if it is necessary to do so, the information contained in the Data Transmission Log may be retrieved in a timely manner and presented in readable form.

E. Counselor Certification

Any counselor or registrant providing intake, assessment of need for services, treatment or recovery planning, individual or group counseling to participants, patients, or residents in a DHCS licensed or certified program is required to be registered or certified as defined in Title 9, CCR, Division 4, Chapter 8, (Document 3H).

F. Cultural and Linguistic Proficiency

To ensure equal access to quality care by diverse populations, each DMC provider receiving funds from this Contract shall adopt the Federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards (Document 3V).

G. Trafficking Victims Protection Act of 2000

Contractor and its subcontractors that provide services covered by this Contract shall comply with the Trafficking Victims Protection Act of 2000 (22 USC 7104(g)) as amended by section 1702 of Pub. L. 112-239.

H. Tribal Communities and Organizations

The Contractor shall regularly assess (e.g. review population information available through Census Bureau, compare to information obtained in the CalOMS Treatment to determine whether the population is being reached, survey Tribal representatives for insight in potential barriers), the substance use service needs of the American Indian/Alaskan Native (AI/AN) population within the Contractor's geographic area, and shall engage in regular and meaningful consultation and collaboration with elected officials of the tribe, Rancheria, or their designee for the purpose of identifying issues/barriers to service delivery and improvement of the quality, effectiveness, and accessibility of services available to AI/NA communities within the County.

I. Perinatal Practice Guidelines

The Contractor will follow the guidelines in Document 1G, "Perinatal Practice Guidelines," in developing and implementing perinatal treatment and recovery programs funded under this Exhibit until new Perinatal Practice Guidelines are established and adopted. No formal amendment of the Contract is required for new guidelines to be incorporated into the Contract.

J. Youth Treatment Guidelines

The Contractor will follow the guidelines in Document 1V, "Youth Treatment Guidelines," in developing and implementing youth treatment programs funded under this Exhibit, until new Youth Treatment Guidelines are established and adopted. No formal amendment of this Contract is required for new guidelines to be incorporated into this Contract.

K. Nondiscrimination in Employment and Services

By signing this Contract, the Contractor certifies that under the laws of the United States and the State of California, incorporated into this Contract by reference and made a part hereof as if set forth in full, Contractor will not unlawfully discriminate against any person.

L. Federal Law Requirements:

1. Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally-funded programs.

2. Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination in the sale or rental of housing.

3. Age Discrimination Act of 1975 (45 CFR Part 90), as amended (42 USC Sections 6101 – 6107), which prohibits discrimination on the basis of age.

4. Age Discrimination in Employment Act (29 CFR Part 1625).

5. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.

6. Title II of the Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.

7. Title III of the Americans with Disabilities Act of 1990 (28 CFR Part 36) regarding access.

8. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.

9. Executive Order 11246, 42 USC 2000(e) et seq. and 41 CFR Part 60 regarding nondiscrimination in employment under federal contracts and construction contracts greater than $10,000 funded by federal financial assistance.

10. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.

11. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.

12. Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A – E).

M. State Law Requirements:

1. Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (2 Cal. Code Regs. 10000 et seq.).

2. Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.

3. Title 9, Division 4, Chapter 8 of the Cal Code Regs., commencing with Section 13060.

4. No state, federal, or County Realignment funds shall be used by the Contractor or its subcontractors for sectarian worship, instruction, or proselytization. No state funds shall be used by the Contractor or its subcontractors to provide direct, immediate, or substantial support to any religious activity.

5. Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for DHCS to withhold payments under this Contract or terminate all, or any type, of funding provided hereunder.

N. Additional Contract Restrictions

This Contract is subject to any additional restrictions, limitations, or conditions enacted by the federal or state governments that affect the provisions, terms, or funding of this Contract in any manner.

O. Information Access for Individuals with Limited English Proficiency and/or Disabilities

1. The Contractor shall comply with all applicable provisions of the Dymally-Alatorre Bilingual Services Act (Government Code sections 7290-7299.8) regarding access to materials that explain services available to the public as well as providing language interpretation services.

2. The Contractor shall comply with the applicable provisions of Section 1557 of the Affordable Care Act (45 CFR Part 92), including, but not limited to, 45 CFR 92.201, when providing access to:

    a) Materials explaining services available to the public

    b) Language assistance

    c) Language interpreter and translation services

    d) Video remote language interpreting services

3. The Contractor shall comply with the following language assistance and format requirements (42 CFR § 438.10; 45 CFR § 92.8; W&I Code §§ 14029.91 and 14029.92):

    a) The Contractor shall provide all written materials for potential beneficiaries and beneficiaries in a font size no smaller than 12 point.

b) The Contractor shall ensure its written materials are available in alternative formats, including large print, upon request of the potential beneficiary or beneficiary at no costs. Large print means printed in a font size no smaller than 18 point.

c) The Contractor shall make its written materials that are critical to obtaining services available in the prevalent non-English languages in the county.

d) The Contractor shall notify beneficiaries and prospective beneficiaries that written translation is available in prevalent languages free of cost and how to access those materials.

i. The DHCS shall use the following methodology to identify the prevalent non-English languages spoken by beneficiaries and potential beneficiaries throughout the State and in the Contractor's service area:

1) A population group of mandatory eligible beneficiaries residing in the Contractor's service area who indicate their primary language as a language other than English and that meet a numeric threshold of 3,000 or five-percent (5%) of the eligible beneficiary population, whichever is lower; and

2) A population group of mandatory eligible beneficiaries residing in the Contractor's service area who indicate their primary language as a language other than English and who meet the concentration standards of 1,000 in a single zip code or 1,500 in two contiguous zip codes.

e) The Contractor shall notify its beneficiaries:

i. That oral interpretation is available for any language and written translation is available in prevalent languages to individuals whose primary language is not English. This may include, but is not limited to:

1) Qualified interpreters

2) Information written in other languages

ii. That auxiliary aids and services are available upon request and at no cost for beneficiaries with disabilities. Free aids and services may include, but are not limited to:

1) Qualified sign language interpreters

2) Written information in other formats (large print, audio, accessible electronic formats, other formats)

iii. How to access services.

P. Participation of County Behavioral Health Director's Association of California.

The County AOD Program Administrator shall participate and represent the County in meetings of the County Behavioral Health Director's Association of California for the purposes of representing the counties in their relationship with DHCS with respect to policies, standards, and administration for AOD abuse services.

The County AOD Program Administrator shall attend any special meetings called by the Director of DHCS. Participation and representation shall also be provided by the County Behavioral Health Director's Association of California.

Q. Nondiscrimination Notice, Nondiscrimination Statement and Taglines (45 C.F.R. § 92.8)

1) The Contractor shall post a DHCS-approved nondiscrimination notice and language taglines in at least the top 16 non-English languages in the State (as determined by DHCS), as well as large print, explaining the availability of free language assistance services. Including written translation and oral interpretation to understand the information provided and the toll-free and TTY/TDY telephone number of the Contractor's member/customer service unit, as follows:

   a) In all conspicuous physical locations where the Contractor interacts with the public.

   b) In a conspicuous location on the Contractor's website that is accessible on the Contractor's home page and in a manner that allows beneficiaries and prospective beneficiaries to easily locate the information.

   c) In all significant publications and significant communications that are small-sized, such as postcards and tri-fold brochures.

2) The Contractor shall post a DHCS-approved nondiscrimination statement and language taglines in at least the top two non-English languages I the State (as determined by DHCS), explaining the availability of free language assistance services, and the toll-free and TTY/TDY telephone number of the Contractor's member/customer service unit, as follows:

   a) In all significant publications and significant communications that are small-sized, such as postcards and tri-fold brochures.

3) The Contractor's nondiscrimination notice, nondiscrimination statement and language taglines must be in a conspicuously visible font size no smaller than 12 point. Any large print tagline required must be in a font size so smaller than 18 point and must include information on how to request auxiliary aids and services including the provision of the materials in alternative formats.

R. Discrimination Grievances (45 CFR §§ 92.7 and 92.8; W&I Code § 14029.91)

1) The Contractor shall designate a Discrimination Grievance Coordinator who is responsible for ensuring compliance with federal and state nondiscrimination requirements and investigating Discrimination Grievances related to any action that would be prohibited by or out of compliance with, federal or state nondiscrimination law.

2) The Contractor shall adopt Discrimination Grievance procedures that ensure the prompt and equitable resolution of discrimination-related complaints. The Contractor shall not require a beneficiary to file a Discrimination Grievance with the Contractor before filing the grievance directly with DHCS Office of Civil Rights and the U.S. Health and Human Service Office for Civil Rights.

3) The Contractor shall provide information to all beneficiaries and potential beneficiaries on how to file a Discrimination Grievance with:

   a) The Contractor and DHCS if there is a concern of discrimination based on sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, gender, gender identity or sexual orientation.

   b) The United States Department of Health and Human Services Office of Civil Rights if there is a concern of discrimination based on race, color, national origin, sex, age or disability.

S. Performance Report

Subcontractor shall submit an annual Performance Report to Colusa County no later than sixty (60) days after the end of the fiscal year or the termination of this agreement, in the format specified by County. Such Performance Report shall be prepared in accordance with the requirements set forth by the Department of Health Care Services (DHCS). The Performance Report shall be the basis upon which a preliminary settlement will be made between the parties to this Contract.

Colusa County

Agenda Request Form

Item ID#: 2025-175 **Agenda Date:** 12/16/2025 **Item 26**

BEHAVIORAL HEALTH (BH)

Approve Business Associate Agreement, Statement of Work, and Master Services Agreement with **CareSeed, LLC** to provide quality assurance review services as mandated by the State.

Detailed Description/Background of Request
Colusa County Behavioral Health (CCBH) is requesting to enter into a Business Associate Agreement (BAA), Scope of Work (SOW) and Master Services Agreement (MSA) with CareSeed LLC, a Missouri Limited Liability Company, to provide quality assurance review services as mandated by the State.

CareSeed provides full-service Healthcare Effectiveness Data and Information Set (HEDIS) administrative reporting with their Forecast solution that includes generating rate and detailed output for all certified Healthcare Effectiveness Data and Information Set Measures (HEDIS Measures) in support of annual HEDIS reporting to the National Committee for Quality Assurance (NCQA). CareSeed is certified by the NCQA to calculate HEDIS Measures. Behavioral Health is mandated by the State to have a NCQA certified HEDIS Measure vendor in order to calculate the HEDIS. CareSeed's Forecast reporting service will ensure that Colusa County Behavioral Health can provide the necessary reports for an External Quality Review Organization (EQRO) review.

This Agreement will become effective when signed by both Parties. The term will end on December 31, 2028.

Prior Board Action
None

Fiscal Impact/Funding Source
Budgeted: 003-53180-713-0
Not to exceed $80,000 through the term of the contract ending December 31, 2028.
Expenses will be partially reimbursed through our Medi-Cal UR/QA reimbursement claims.

Action for the Clerk
Please obtain signatures, number contract and send to:

notices@careseed.com

tmueller@careseed.com
rsanchez@careseed.com

Attachments:

1. CareSeed BAA Colusa County Behavioral Health
2. CareSeed Forecast SOW Colusa County Behavioral Health
3. CareSeed MSA Colusa County Behavioral Health

CareSeed Business Associate Agreement

This Business Associate Agreement (the "BAA") is entered into by and between CareSeed, LLC, a Missouri limited liability company ("CareSeed"), with a principal place of business at 6508 Pennsylvania Ave, Kansas City, Missouri 64113, and Colusa County Behavioral Health, a California governmental entity ("Client"), with a principal place of business at 162 Carson St., Suite A, Colusa, CA 95932, (each a "Party" and collectively the "Parties").

1. Definitions

A. The following terms used in this BAA will have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

B. "Business Associate" will generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the Party to this BAA, will mean CareSeed.

C. "Covered Entity" will generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the Party to this BAA, will mean Client.

D. "HIPAA Rules" will mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

E. "Agreements" will mean any agreements, whether entered into prior to or later than this BAA, between the Parties that require CareSeed to have access to and/or create Protected Health Information of Covered Entity that is subject to HIPAA Rules.

2. Obligations and Activities of Business Associate

A. Business Associate agrees to:

i. Not Use or Disclose Protected Health Information other than as permitted or required by the Agreements or as Required By Law;

ii. Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information, to prevent Use or Disclosure of Protected Health Information other than as provided for by the Agreements;

iii. Report to Covered Entity any Use or Disclosure of Protected Health Information not provided for by the Agreements of which it becomes aware, including Breaches of Unsecured Protected Health Information as required at 45 CFR 164.410, and any Security Incident of which it becomes aware;

iv. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any Subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;

v. Make available Protected Health Information in a Designated Record Set to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.524;

vi. Forward any requests for access, amendment, or accounting of Disclosures received directly from an Individual to the Covered Entity to fulfill;

vii. Make any amendment(s) to Protected Health Information in a Designated Record Set as directed or agreed to by the Covered Entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526;

viii. Maintain and make available the information required to provide an accounting of Disclosures to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528;

ix. To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s); and

x. Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

3. Permitted Uses and Disclosures by Business Associate

A. Business Associate may only Use or Disclose Protected Health Information as necessary to perform the services set forth in Agreements.

B. Business Associate may Use or Disclose Protected Health Information as Required By Law.

C. Business Associate agrees to make only the Minimum Necessary Uses and Disclosures and requests for Protected Health Information.

D. Business Associate may not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity, except for the specific Uses and Disclosures set forth below.

E. Business Associate may Use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

F. Business Associate may Disclose Protected Health Information for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the Disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is Disclosed that the information will remain confidential and Used or further Disclosed only as Required By Law or for the purposes for which it was Disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

4. Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

A. Covered Entity must notify Business Associate of any limitation(s) in the Notice of Privacy Practices of Covered Entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's Use or Disclosure of Protected Health Information.

B. Covered Entity must notify Business Associate of any changes in, or revocation of, the permission by an Individual to Use or Disclose his or her Protected Health Information, to the extent that such changes may affect Business Associate's Use or Disclosure of Protected Health Information.

C. Covered Entity must notify Business Associate of any restriction on the Use or Disclosure of Protected Health Information that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522,

to the extent that such restriction may affect Business Associate's Use or Disclosure of Protected Health Information.

5. Permissible Requests by Covered Entity

A. Covered Entity must not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Covered Entity.

6. Term and Termination

A. The Term of this BAA will be effective as of the date executed, and will terminate on the last termination date of any Agreement between the Parties or on the date Covered Entity terminates for cause as authorized below, whichever is sooner.

B. Business Associate authorizes termination of this BAA by Covered Entity, if Covered Entity determines Business Associate has violated a material term of the BAA and Business Associate has not cured the breach or ended the violation within 30 days.

C. Upon termination of this BAA for any reason, Business Associate, with respect to Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, must:

   i. Retain only that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

   ii. Return to Covered Entity or destroy the remaining Protected Health Information that the Business Associate still maintains in any form;

   iii. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information to prevent Use or Disclosure of the Protected Health Information, other than as provided for in this Section, for as long as Business Associate retains the Protected Health Information;

   iv. Not Use or Disclose the Protected Health Information retained by Business Associate other than for the purposes for which such Protected Health Information was retained and subject to the same conditions set out above under "Permitted Uses and Disclosures By Business Associate" which applied prior to termination; and

   v. Return to Covered Entity or destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

D. The obligations of CareSeed under this Section will survive the termination of this BAA.

7. Miscellaneous

A. A reference in this BAA to a section in the HIPAA Rules means the section as in effect or as amended.

B. The Parties agree to take such action as is necessary to amend this BAA from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.

C. Any ambiguity in this BAA will be interpreted to permit compliance with the HIPAA Rules.

8. Electronic Signatures

A. This BAA may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Signature pages may be executed via "wet" signature or electronic mark and the executed signature pages may be delivered using PDF or similar file type transmitted via electronic mail, cloud-based server, electronic signature technology, or other similar electronic means.

9. Signatures

CareSeed, LLC	**Colusa County Behavioral Health**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

CareSeed Statement of Work: Forecast

This Statement of Work (the “SOW”) describes Software and Services that CareSeed, LLC, a Missouri limited liability company ("CareSeed"), with a principal place of business at 6508 Pennsylvania Ave, Kansas City, Missouri 64113, will provide to Colusa County through its Behavioral Health Department, a political subdivision of the State of California ("Client"), with a principal place of business at 162 Carson St., Suite A, Colusa, CA 95932 under the Master Services Agreement entered into between the Parties on or around December 16, 2025 (the “Agreement”), which Agreement covers the general terms and conditions applicable to the Software and Services to be provided hereunder. Additional terms and conditions may be set forth in this SOW. To the extent that the terms and conditions of this SOW are inconsistent with those of the Agreement, the terms of this SOW will control with respect to the Software and Services described herein. Capitalized terms used herein will have the same meaning as those used in the Agreement. This SOW is an attachment to, and is incorporated by this reference into the Agreement as if fully set forth therein and made a part thereof. This SOW, together with the Agreement, represents the complete and total understanding of the parties regarding the Software and Services to be provided by CareSeed hereunder.

1. Forecast Description

A. CareSeed is the owner of, or has acquired rights to, a software system and documentation to support the administrative reporting and improvement process for certain quality measures, identified by CareSeed as “Forecast.”

B. Forecast performs “Measure Runs,” each of which is a batch processing operation on a set of Members, for a set of measures, using a given Measurement Year.

C. Each Measure Run produces measure results on an individual Member basis, as well as in aggregate for Member populations (“Populations”).

D. Forecast includes options to adjust certain measures’ logic based on NCQA’s Rules for Allowable Adjustments of HEDIS. Client may request in writing that CareSeed configure these options to produce adjusted measure rates in addition to the unadjusted rates. Each set of configuration options that will produce an adjusted measure rate for a single measure and Measurement Year is an “Adjustment Configuration.” For the sake of clarity, applying the same configuration options to two measures, or to the same measure in two different Measurement Years, will be considered two Adjustment Configurations.

E. Forecast is included in the Software as defined in the Agreement and is subject to all terms and conditions thereof.

2. Software Capabilities

A. Forecast will provide the following capabilities on or before all annual deadlines published by NCQA for vendors undergoing HEDIS Measure Certification, including any extensions, and on or before the dates mutually agreed upon by the Parties:

i. Calculate member-level and aggregate measure rates for up to four HEDIS Measures included in NCQA Measure Certification for Colusa County annual reporting purposes;

ii. Generate CAHPS survey sample frames and export them in the NCQA-defined standard format;

iii. Produce systematic samples for the Hybrid HEDIS Measures;

iv. Build MRR chases for the systematic samples;

v. Report the impact of supplemental data sources on Measure rates;

vi. Generate IDSS and patient-level detail extracts as needed for reporting to NCQA and CMS; and

vii. Incorporate MRR data into Measure rate calculations.

B. Forecast may calculate additional measures (the "Additional Measures") as agreed to by the Parties.

3. Measure Runs

A. For each Calendar Year (as defined in Section 6.B.), CareSeed will provide the following Measure Runs, on or before project timeline dates as mutually agreed by the Parties:

i. One final reporting run

B. Any additional Measure Runs will be subject to additional fees as mutually agreed by the Parties in writing.

4. Software License and Use

A. Subject to the terms of the Agreement and this SOW and conditioned on the fact that Client has paid CareSeed all fees due under the Agreement, CareSeed grants Client a limited, non-exclusive, and nontransferable license for at most ten (10) named users to access Forecast, and at most ten (10) named users to access CareSeed's SharePoint site, for the purposes described in this SOW during the term of this SOW (the "Licensed Users").

B. All Licensed Users must be either employees of Client, or other users approved in advance by both Parties in writing ("Additional Users"). CareSeed will maintain for Client a current list of all Additional Users in an electronic location accessible to Client (the "CareSeed Additional User List" or "AUA List"). Client will notify CareSeed which persons should be added to or removed from the AUA List, as needed, and will confirm any changes to the AUA List.

C. Client acknowledges and agrees that it must permit only Licensed Users to use or access Forecast, and each Licensed User must be bound by a confidentiality agreement with obligations that are no less stringent than those in the Agreement.

D. For each Additional User, Client agrees to, and CareSeed conditions access on, the following:

i. Client has entered into a HIPAA Business Associate Agreement with the Additional User or with the employer of the Additional User and binding on the Additional User.

ii. Client authorizes CareSeed to provide the Additional User with access to Client's Confidential and Protected Health Information.

iii. If the Additional User is to be granted access to any Confidential Information of CareSeed (by access to CareSeed's SharePoint site or otherwise), the Additional User must be bound by confidentiality and nondisclosure restrictions covering the Confidential Information as required by the Agreement.

iv. CareSeed is not affiliated with and is in no way responsible or liable for the actions of any Additional User.

E. Client must not permit, either directly or indirectly, any person or third party other than the Licensed Users to use or access Forecast, whether on a time sharing, remote job entry, service bureau arrangement or otherwise, without the express prior written consent of CareSeed. Client must not, and must not permit any person or third party to:

i. Distribute, sell, lease, sublicense, publish, transfer, or otherwise make Forecast available to a third party, either directly or indirectly;

ii. Reproduce or copy (except as expressly permitted by this SOW), translate, modify, adapt, decompile, disassemble or reverse engineer the object code version of or otherwise attempt to secure the source code of all or any part of Forecast, except strictly as and to the extent expressly authorized by applicable law; or

iii. Remove, disable, or otherwise create or implement any workaround to, any security features contained in Forecast.

F. CareSeed may, at its sole discretion, require Client's Licensed Users to utilize access control or other security applications which identify and authenticate users, such as multi-factor authentication.

G. Client agrees, and must direct all Licensed Users, not to take any action inconsistent with the obligations of and prohibitions and restrictions on Client under the Agreement or this SOW. Client will be responsible for any act or omission by the Licensed Users, including, without limitation, any breach of the Agreement or this SOW by the Licensed Users.

H. ***Client acknowledges that CareSeed strongly recommends limiting access to Client's Forecast site to the known IP addresses and/or ranges of Client's Licensed Users, as provided by Client to CareSeed in writing. Client acknowledges the inherent risk of unauthorized access associated with permitting Client's Forecast site to be accessed by any incoming IP address within a defined geographic location, e.g. the United States, and agrees that if it elects to permit such access to its Licensed Users, it will, without limitation, release and hold CareSeed harmless from any and all claims, liabilities and costs, including reasonable attorney fees, which arise as a result of direct unauthorized access to Client's Forecast site by unknown users accessed via the approved geographic location.***

I. Forecast will be provided to Client on a software-as-a-service basis through the internet. Client must have internet access on devices that meet or exceed CareSeed's then-current minimum technical requirements to use Forecast.

J. ***Client acknowledges that Forecast does not encrypt data on the user device, and it may store data, including PHI, on any user device without adding any sort of encryption. Client is solely***

responsible for securing and safeguarding all devices used to access Forecast, including, without limitation, ensuring compliance with HIPAA and other laws. CareSeed is in no way responsible or liable for unauthorized access to PHI stored on devices used to access Forecast.

K. Licensed Users will have access to Forecast during the term of this SOW. Access will be available 24 hours per day, 7 days per week, except during scheduled and unscheduled downtimes. Any license to access Forecast under the Agreement will terminate at the end of the term of this SOW.

L. Client's obligations pursuant to this Section will survive the termination for any reason of the Agreement or this SOW and of any license granted under this SOW.

5. Deployment

A. CareSeed will deploy a new major release of Forecast each year, including support for the corresponding Reporting Year's HEDIS Measure specifications.

B. CareSeed will be responsible for performing all maintenance and Forecast upgrades required to maintain normal system functionality at no additional charge during the term of this SOW.

6. Fees and Terms

A. The term of this SOW will begin on the date of its execution and end upon the termination of the Agreement for any reason.

B. Fees for Forecast usage for each calendar year or partial calendar year beginning with 2026 and for the duration of the term of this SOW (each, a "Calendar Year") will be based on the number of unique Member records loaded into Forecast at any time during such Calendar Year, regardless of whether or when a given Member was enrolled, or whether Forecast produces any measure results for a given Member (the "Loaded Members").

C. CareSeed will perform certain Services for a fixed fee each Calendar Year ("Fixed-Fee Services"), outlined in the pricing table below. These Fixed-Fee Services are limited to the following:

i. "Project Management Fixed-Fee Services" include:

a) Creating and managing annual project plans;

b) Maintaining a list of action items and tracking completion to project timeline;

c) Drafting no more than bi-weekly (once every two weeks) meeting agenda and meeting notes;

d) Conducting no more than bi-weekly (once every two weeks) client support meeting during HEDIS season;

e) Summary (high level) rate analysis and investigation;

f) Completion of Roadmap sections applicable to vendors undergoing HEDIS Measure Certification;

g) Support for the NCQA HEDIS Compliance Audit (audit visit support and assisting with audit queries, not including any travel); and

h) Performing the initial setup of all Licensed Users once per Calendar Year and amending the list of Licensed Users up to two (2) times per month during the term of the Calendar Year at Client's request.

ii. "Data Fixed-Fee Services" include:

a) Database administration to set up server, configuration, backups, etc.;

b) Managing user account access and roles;

c) Processing client data that is sent in CareSeed's defined layout, once per scheduled Measure Run;

d) Performing data validation and source count review and reconciliation;

e) Producing and analyzing CareSeed standard data quality reports;

f) Producing results for standard NCQA HEDIS Compliance Audit queries;

D. "Provider Report Card" Fixed-Fee Services include:

a) Defining the project (selecting measures, defining benchmarks, establishing project frequency and follow-up tasks)

b) Data mapping and attribution

c) Template creation, validation, and modification

d) Generating monthly gaps in care report at health plan and provider detail levels

E. Prior to the first Calendar Year, CareSeed will perform up to two testing measure runs for a flat fee of $2,600, due upon execution of this SOW (the "Implementation Fee").

F. All other Services performed under this SOW, including during any testing periods ("Hourly Services"), are subject to payment at the Hourly Rate as described in the Agreement.

G. For the sake of clarity, Hourly Services may include without limitation:

i. User support and training on the use of Forecast;

ii. Custom report development in addition to CareSeed standard reports;

iii. Development of Modifications;

iv. Transforming data that was not sent in CareSeed's defined layout;

v. Reprocessing data or importing additional data;

vi. Attending meetings in addition to those listed under Fixed-Fee Services;

vii. Support for audits other than the NCQA HEDIS Compliance Audit; and

viii. Other Services as mutually agreed by the Parties.

H. For each Calendar Year, Client will pay CareSeed based on the following schedule of fees. All fees will increase by 4% per Calendar Year, beginning with Calendar Year 2027.

Category	Fee
Annual reporting: Software processing	$8,500
Annual reporting: Loaded Members	$.23 per Loaded Member
Annual reporting: Populations	$2,600 per Population
Annual Project Management Fixed-Fee Services	$3,120
Annual Data Fixed-Fee Services	$4,160
Prospective reporting: Software processing	N/A
Prospective reporting: Loaded Members	N/A
Prospective reporting: Populations	N/A
Prospective Project Management Fixed-Fee Services	N/A
Prospective Data Fixed-Fee Services	N/A
Provider Report Card Fixed-Fee Services	N/A
Provider Report Card: Loaded Members	N/A
Adjustment Configurations	$1,000 per Adjustment Configuration
Additional Measures	As agreed by the Parties
Hourly Services	Hourly Rate per the Agreement

I. Payment for all fees for each Calendar Year, excluding Hourly Services, is due on the following schedule, based on the best estimates of Loaded Members available at the time of each payment:

i. 50% due November 1 of the year prior to the Calendar Year;

ii. 75% (including any prior payments) due January 1 of the Calendar Year; and

iii. Full payment due April 1 of the Calendar Year.

J. If any of the dates in the above schedule occur prior to the execution of this SOW, then the corresponding fees will be due immediately upon execution of this SOW.

K. If at any time the usage exceeds the estimates, then additional payment for such usage, prorated based on the schedule in Section 6.F., will become due immediately.

L. If, at the end of a Calendar Year, the usage is lower than the corresponding estimate, CareSeed will refund Client the amount that Client has overpaid, subject to any minimum fees listed. CareSeed may issue any such refunds in the form of credits against amounts owed to CareSeed by Client.

M. Licenses for any measures other than the HEDIS Measures and Additional Measures will be subject to additional fees as determined by CareSeed and approved by Client.

N. The fees in this SOW are discounted based on Client's commitment to use Forecast to report on Client's full Member population (the "Committed Usage") for a total of three consecutive Calendar Years in the initial term beginning with 2026 and in each renewal term (the "Committed Years"). In the event that Client chooses not to complete the Committed Usage for the full Committed Years in any term, in addition to all other amounts owed by Client to CareSeed, Client must immediately pay CareSeed an additional twenty-five percent of the total fees for the most recently completed Calendar Year under this SOW, or the projected fees for the current Calendar Year, whichever is greater, multiplied by the number of Committed Years that Client chooses not to complete.

7. NCQA End User Agreement

A. Forecast contains Healthcare Effectiveness Data and Information Set (HEDIS®) measures and specifications and survey specifications for the Consumer Assessment of Healthcare Providers and Systems (CAHPS®) which are owned and copyrighted by the National Committee for Quality Assurance (NCQA) and licensed to CareSeed for inclusion in Forecast. The License Agreement between NCQA and CareSeed requires that CareSeed shall include and present to each of its clients the NCQA End User Agreement (NCQA EULA), included in this SOW as Exhibit A: NCQA End User Agreement, which grants certain authorized users the right to use the NCQA Licensed Measure Specifications incorporated into CareSeed's Forecast software. Each client of CareSeed must agree to the NCQA EULA and agree to provide the NCQA EULA to all Forecast users before being provided access to the Licensed Measure Specifications contained in Forecast.

B. Client agrees to the terms of the attached NCQA EULA and agrees to present the NCQA EULA to any and all of Client's users, customers, and any other third parties (all "Authorized Users") before any such Authorized User is provided access to the Licensed Measure Specifications contained in Forecast.

C. Client agrees not to remove the name "CareSeed" or "Forecast" from the Software or any reports generated by the Software.

8. Electronic Signatures

A. This SOW may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signature pages may be executed via "wet" signature or electronic mark and the executed signature pages may be delivered using PDF or similar file type transmitted via electronic mail, cloud-based server, electronic signature technology or other similar electronic means.

9. Signatures

CareSeed, LLC

By: _____
Signature

Name: _____

Title: _____

Date: _____

Client: Colusa County

By: _____
Signature

Name: _____

Title: _____

Date: _____

Exhibit A: NCQA End User License Agreement

END USER LICENSE AGREEMENT (EULA) PROVIDED TO DIRECT CUSTOMERS BY LICENSEE, TO LICENSED USERS BY RESALE CUSTOMERS, TO AUTHORIZED USERS BY DIRECT CUSTOMERS, AND TO PARTICIPANTS BY LICENSED USERS, AS APPLICABLE AND APPROPRIATELY MODIFIED

End User License Agreement – NCQA Measure Certification Program

CareSeed's ("**Vendor**") Forecast ("**Product**") being provided to Colusa County Behavioral Health ("**Customer**" or "**you**") contains Healthcare Effectiveness Data and Information Set (HEDIS®) measures and specifications and survey specifications for the Consumer Assessment of Healthcare Providers and Systems (CAHPS®) (the "**Data**"). The Data is owned and copyrighted by the National Committee for Quality Assurance ("**NCQA**") and has been licensed to Vendor for inclusion in the Product. The HEDIS measures and specifications expressly exclude third-party intellectual property rights in the HEDIS Value Set Directory ("**HEDIS VSD**"), including without limitation code values owned, licensed or otherwise provided by third parties ("**Third-Party Codes**"). Please read this End-User License Agreement ("**EULA**"), which is a binding agreement between you and NCQA, carefully before downloading or using the Data within the Product.

*TO THE EXTENT YOU PERMIT ACCESS TO THE DATA THROUGH THE PRODUCT TO A THIRD PARTY, WHETHER AFFILIATED OR UNAFFILIATED, EACH AN "**AUTHORIZED USER**," **EXCEPT FOR THIS PARAGRAPH**, YOU AGREE TO FLOW DOWN THE TERMS OF THIS EULA TO SUCH THIRD PARTY PRIOR TO PERMITTING ACCESS TO THE DATA. **YOU SHALL BE RESPONSIBLE FOR THE ACTS AND OMMISSIONS OF YOUR AUTHORIZED USERS.***

BY DOWNLOADING OR USING THE DATA WITHIN THE PRODUCT, YOU ARE AGREEING TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS EULA.

IF YOU DO NOT AGREE TO THE TERMS OF THIS EULA, YOU MAY NOT DOWNLOAD OR USE THE DATA.

1. **License Grant**. Subject to the terms and conditions of this EULA, NCQA grants you a limited, perpetual, worldwide, non-exclusive, non-transferable, non-sublicensable license to use the Data or any portion thereof for the following non-commercial purposes: competitor analysis; benchmark analysis; trended data analysis; quality improvement initiatives; data analysis; cost analysis; analysis of performance from year to year; profiling performance goals and surveillance; population health initiatives; and/or market research.

2. **License Restrictions**. You shall:

   (i) use the Data only for population health purposes within an affiliated health plan network (e.g. Accountable Care Organization) and internal, quality improvement purposes (e.g., trend analysis) and not publicly display, disseminate or publish the Data, Adjustments (defined below) thereof or any portion of the same;

   (ii) prominently display NCQA's trademark and copyright notices, including the measure Adjustment and certification notices, as applicable, as provided in this EULA on any output that includes the Data or any portion thereof;

(iii) only Adjust the Data, or any portion thereof, as explicitly permitted by the Rules for Allowable Adjustments of HEDIS (the "**Rules**"), except that you may apply or adapt the Data to your non-U.S. jurisdiction (including without limitation translations; mapping, combining or cross-referencing Data with local third-party code values);

(iv) report or submit HEDIS measure results ("**Rates**") to external programs only if those Rates have been calculated by a HEDIS-certified vendor (**"HEDIS Certified Vendor**") and stem from Rates that have been audited and approved by an NCQA-certified HEDIS Compliance Auditor ("**HEDIS Compliance Auditor**"), or as expressly approved in writing by NCQA in advance;

(v) not use the Data or any portion thereof for any purpose other than as specifically set forth in this EULA;

(vi) not use the Third-Party Codes without an authorized license from the copyright owners;

(vii) only publicly display Rates or conduct pay for performance incentive initiatives from/on Certified, Uncertifiable or Retired Measures;

(viii) not use, or authorize or permit any third party, affiliate, subsidiary or related entity to use the Data or any portion thereof for any purpose other than as specifically set forth in this EULA, including but not limited to copying, selling, renting, leasing, licensing, sublicensing, or distributing the Data or any portion thereof;

(ix) not reproduce, copy, reverse engineer, decompile or disassemble the Data or modify or prepare derivative works from the Data or any portion thereof except as expressly authorized by this EULA;

(x) not alter or remove any copyright notices, patent notices, trademark and service mark notices, or other proprietary notices or disclaimers affixed to the Data;

(xi) not use the Data in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; and

(xii) not use the Data for purposes of: (a) benchmarking or competitive analysis of the Data or (b) developing a product or service that could reasonably be determined as a replacing the Data. NCQA agrees that the foregoing provision does not restrict or prevent you in any manner from offering or developing a product or service that includes (i) measures, risk models or other specification independently developed by you, or (ii) measures, risk models or other specifications from a third party that may be or are competitive to any NCQA product or offering.

3. HEDIS VSD. The HEDIS VSD contains Third Party Codes, including without limitation CPT® by American Medical Association, LOINC® by Regenstrief Institute, Inc., SNOMED CT® by the International Health Terminology Standards Development Organisation, RxNorm by the U.S. National Library of Medicine, and Uniform Billing Codes by the American Hospital Association. All uses of the Third-Party Codes may require a license from the copyright owner.

4. Ownership, **Copyright and Disclosure**.

a. Except for the Third-Party Codes, title to and full ownership of Data and all intellectual property rights therein (including, but not limited to, all copyrights, patent rights and trade secret rights) belong to NCQA, or NCQA has obtained the necessary rights in the Data to grant the rights and licenses set forth herein. This EULA provides only a limited license to use the Data and transfers no ownership or intellectual property interest or title in or to the Data. NCQA's name and logo, and all other names, logos, trademarks and icons identifying NCQA and its programs, products and services are proprietary trademarks of NCQA and any use not expressly provided for in this EULA is strictly prohibited. NCQA holds a copyright in these materials and can rescind or alter these materials at any time. These

materials may not be modified by anyone other than NCQA or its designee. Use of the Rules to make permitted adjustment of the materials does not constitute a modification.

b. As between NCQA and you, sole ownership rights to the Data and Adjustments reside with NCQA. "**Adjust**" or "**Adjustments**" as used in this EULA means all customizations, modifications, enhancements or other improvements developed by, on behalf of or implemented by you as permitted herein. You hereby irrevocably waive any and all claims you may now or hereafter have in any jurisdiction to so-called "moral rights" or rights of droit moral with respect to the Data and Adjustments. NCQA's name and logo, and all other names, logos, icons, trademarks, and/or service marks identifying NCQA and its programs, products and services are proprietary trademarks of NCQA and any use not expressly provided for in this EULA is strictly prohibited.

5. Breach. Any material breach of this EULA by you may cause irreparable harm to NCQA and shall entitle NCQA to seek injunctive relief and all legal and equitable remedies available to NCQA.

6. Disclaimers.

a. THE HEDIS MEASURES AND SPECIFICATIONS WERE DEVELOPED BY AND ARE OWNED BY NCQA. THE HEDIS MEASURES AND SPECIFICATIONS ARE NOT CLINICAL GUIDELINES AND DO NOT ESTABLISH A STANDARD OF MEDICAL CARE.

b. NCQA MAKES NO REPRESENTATIONS, WARRANTIES OR ENDORSEMENT ABOUT THE QUALITY OF ANY ORGANIZATION OR PHYSICIAN THAT USES OR REPORTS PERFORMANCE MEASURES AND NCQA HAS NO LIABILITY TO ANYONE WHO RELIES ON SUCH MEASURES OR SPECIFICATIONS.

c. NCQA MAKES NO WARRANTY TO YOU, EXPRESS OR IMPLIED, WITH RESPECT TO INFORMATION OR MATERIALS DELIVERED PURSUANT TO THIS EULA, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, ANY WARRANTY THAT THE DATA WILL BE FREE FROM INFRINGEMENT OF PATENTS, COPYRIGHTS, TRADEMARKS, TRADE SECRETS OR OTHER RIGHTS OF THIRD PARTIES AND ANY WARRANTY AS TO THE ACCURACY QUALITY, RELIABILITY, SUITABILITY, COMPLETENESS, TRUTHFULNESS, USEFULNESS, OR EFFECTIVENESS OF THE DATA.

d. NCQA DOES NOT CERTIFY EVERY PERMUTATION OF THE RULES FOR ALLOWABLE ADJUSTMENT OF HEDIS FOR A MEASURE. AS SUCH, NCQA SHALL NOT BE RESPONSIBLE OR LIABLE IN ANY WAY FOR ANY MEASURE ADJUSTMENT PERFORMED BY THE VENDOR OR YOU. SUCH MEASURE ADJUSTMENTS ARE AT YOUR OWN RISK.

e. NCQA DISCLAIMS ALL LIABILITY FOR USE OR ACCURACY OF ANY THIRD-PARTY CODES.

f. SOME JURISDICTIONS MAY PROHIBIT A DISCLAIMER OF WARRANTIES AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION.

7. Indemnity. You are responsible for your use of the Data, and you will defend and indemnify NCQA and their respective officers, directors, employees, consultants, affiliates, subsidiaries, and agents (together, the "**Indemnified Entities**") from and against every claim, liability, damage, loss, and expense, including reasonable attorneys' fees and costs, arising out of or in any way connected with: (a) your access to, use of, or alleged use of, the Data; (b) your violation of any portion of this EULA, any representation, warranty, or agreement referenced in this EULA, or any applicable law or regulation; (c) your violation of any third-

party right, including any intellectual property right or publicity, confidentiality, other property, or privacy right; or (d) any dispute or issue between you and any third party. NCQA reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you (without limiting your indemnification obligations with respect to that matter), and in that case, you agree to cooperate with our defense of that claim.

8. **Limitation of Liability**. NCQA SHALL HAVE NO LIABILITY TO YOU FOR: (1) ANY DAMAGES RESULTING FROM USE OR INTERPRETATION OF THE DATA, INCLUDING BUT NOT LIMITED TO THE IMPACT, PROVISION OR STANDARD OF MEDICAL CARE; OR (2) ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE OR OTHER INDIRECT DAMAGES ARISING UNDER OR RELATED TO THIS EULA, IN EACH CASE WHETHER OR NOT NCQA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

   THE LIABILITY OF NCQA SHALL OTHERWISE BE LIMITED TO ACTUAL AND DIRECT DAMAGES, NOT TO EXCEED $10,000.

   THE LIABILITY OF THE CUSTOMER TO NCQA ARISING UNDER THIS EULA WHETHER IN CONTRACT, TORT, OR OTHERWISE SHALL BE LIMITED TO ACTUAL AND DIRECT DAMAGES. THE CUSTOMER SHALL HAVE NO LIABILITY FOR INCIDENTAL, SPECIAL, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES ARISING UNDER OR RELATED TO THIS EULA, WHETHER OR NOT THE CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

   SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. ACCORDINGLY, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

   EACH PROVISION OF THIS EULA THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED TO AND DOES ALLOCATE THE RISKS BETWEEN THE PARTIES UNDER THIS EULA. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS EULA. THE LIMITATIONS IN THIS SECTION WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

9. **NCQA's Notice of Copyright.**

   a. NCQA holds a copyright in the Data and can rescind or alter the Data at any time. The Data may not be modified by anyone other than NCQA.

   b. Any commercial use and/or internal or external reproduction, distribution and publication must be approved by NCQA and are subject to a license at the discretion of NCQA. Any use of the materials to identify records or calculate measure results, for example, requires a custom license and may necessitate certification pursuant to NCQA's Measure Certification Program. Reprinted with permission by NCQA. © [current year] NCQA, all rights reserved.

   c. The American Medical Association ("AMA") holds a copyright to the CPT® codes contained in the measure specifications. All rights reserved. CPT is a trademark of the AMA. No fee schedules, basic units, relative values or related listings are included in CPT. The AMA assumes no liability for the data contained in the CPT codes. Applicable FARS/DFARS restrictions apply to government use.

d. The AMA also hold copyright to the Health Care Provider Taxonomy Code Set codes. The codes are published in cooperation with the National Uniform Claim Committee ("NUCC") by the AMA. Applicable FARS/DFARS restrictions apply.

e. The American Hospital Association ("AHA") holds a copyright to the Uniform Billing Codes ("UB") contained in the measure specifications. The UB Codes in the HEDIS specifications are included with the permission of the AHA. All uses of the UB Codes may require a license from the AHA. Specifically, anyone desiring to use the UB Codes in a commercial product to generate HEDIS results, or for any other commercial use, must obtain a commercial use license directly from the AHA. To inquire about licensing, contact ub04@aha.org.

f. The American Dental Association ("ADA") holds a copyright to the Current Dental Terminology ("CDT") codes contained in certain measure specifications. The CDT codes in the HEDIS specifications are included with the permission of the ADA. All uses of the CDT codes require a license from the ADA. No alteration, amendments, or modifications of the CDT or any portion thereof is allowed. Resale, transmission, or distribution of copies of the CDT or other portions of the CDT is also not allowed. To inquire about licensing, contact CDT-SNODENT@ada.org.

g. RadLex copyright 2014, The Radiological Society of North America (RSNA), all rights reserved. Licensed under RadLex License Version 2.0. You may obtain a copy of the license at: http://www.rsna.org/radlexdownloads/ This work is distributed under the above noted license on an "AS IS" basis, WITHOUT WARRANTIES OF ANY KIND, either express or implied. Please see the license for complete terms and conditions.

10. **Display of Measure Rates**. Except for output used solely for internal, quality improvement purposes (e.g., trend or gap analysis), you agree to clearly and conspicuously display, along with the HEDIS measure name or acronym, the **applicable HEDIS measurement year and complete calculated HEDIS measure result ("Rate") name** (e.g., HEDIS MY 2020 Use of Imaging Studies for Low Back Pain - Unaudited Health Plan HEDIS Rate (or) HEDIS MY 2020 LBP - Unaudited Health Plan HEDIS Rate) next to any Rate on all output containing a Rate, including such Rates that may be used for population health purposes within an affiliated health plan network, in accordance with the following:

a. **Unadjusted Certified Measure**s. A Rate that has been certified via a NCQA Measure Certification Program™, and is based on unadjusted HEDIS specifications, may not be called a "**Health Plan HEDIS Rate**" until it is audited and designated reportable by a HEDIS Compliance Auditor. Until such time, applicable Rates shall be designated or referred to as "**Unaudited Health Plan HEDIS Rates**."

b. **Adjusted Certified Measures.** A Rate that has been certified via a NCQA Measure Certification Program, and is based on adjusted HEDIS specifications, may not be called an "**Adjusted HEDIS Rate**" until it is audited and designated reportable by a HEDIS Compliance Auditor. Until such time, applicable Rates shall be designated or referred to as "**Adjusted, Unaudited HEDIS Rates**."

c. **Unadjusted Uncertified Measures**. *At times, the logic used to produce Rates from the Product will not have been certified by NCQA.* A Rate that has not been certified via a NCQA Measure Certification Program, and is based on unadjusted HEDIS specifications, may not be called a "**Health Plan HEDIS Rate**" until it is audited and designated reportable by a HEDIS Compliance Auditor. Such Rates are for reference only and are not an indication of measure accuracy. Until such time, such Rates shall be

designated or referred to as "**Uncertified, Unaudited Health Plan HEDIS Rates**" and **may only be used for population health purposes within an affiliated health plan network and internal, quality improvement purposes (e.g., trend analysis).**

d. **Adjusted Uncertified Measures.** *At times, the logic used to produce Rates from the Product will not have been certified by NCQA.* A Rate from a HEDIS measure that has not been certified via a NCQA Measure Certification Program, and is based on adjusted HEDIS specifications, may not be called an "**Adjusted HEDIS Rate**" until it is audited and designated reportable by a HEDIS Compliance Auditor. Such Rates are for reference only and are not an indication of measure accuracy. Until such time, such Rates shall be designated or referred to as "**Adjusted, Uncertified, Unaudited HEDIS Rates**" and **may only be used for population health management purposes within an affiliated health plan network and internal, quality improvement purposes (e.g., trend analysis).**

e. **Uncertifiable Measures.** Not all HEDIS measure specifications are eligible for NCQA certification. As such, the logic used to produce Rates from those measures have not been certified by NCQA. As such, they shall be designated or referred to as "**Uncertifiable, Unaudited Health Plan HEDIS Rates**" or "**Adjusted, Uncertifiable, Unaudited HEDIS Rates,**" as applicable. A list of current HEDIS measure specifications ineligible for certification can be found on NCQA's website via ncqa.org. Once audited and designated reportable by an NCQA-Certified HEDIS Compliance Auditor, the "Unaudited" designation may be removed.

f. For the sake of clarity, for each of Section 10 a.-e. above, once the measure rate is audited and designated reportable by an NCQA-Certified HEDIS Compliance Auditor, the "Unaudited" designation may be removed.

11. Termination. If you violate any provision of this EULA, your permission to use the Data may be terminated, upon notice. NCQA reserves the right to modify or discontinue the Data at any time (including by limiting or discontinuing certain features of the Data), temporarily or permanently, without notice to you. Termination of this EULA shall not impair your right to continue to use the Data contained in the Product or Rates contained in reports generated from the Product prior to the termination of this EULA; provided such use is consistent with the limitations and restrictions set forth in this EULA.

12. Disputes.

a. Governing Law. This EULA will be governed by the laws of the District of Columbia without giving effect to District of Columbia choice-of-law principles. To the maximum extent permitted under applicable law, this EULA will not be subject to the Uniform Computer Information Transactions Act (prepared by the National Conference of Commissioners on Uniform State Laws) as currently enacted or as may be codified or amended from time to time by any jurisdiction. PURSUANT TO ARTICLE 6 OF THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS ("**U.N. CONVENTION**"), THE PARTIES AGREE THAT THE U.N. CONVENTION SHALL NOT APPLY TO THIS EULA. *For the sake of clarity, you agree to comply with all applicable U.S. and non-U.S. laws, including but not limited to export control laws and regulations and agree to the enforceability of these laws in the U.S. U.S. intellectual property and contract laws, including U.S. copyright laws, shall be the governing law with respect to all intellectual property and other proprietary rights in the Data and Adjustments and otherwise arising out of or relating to this EULA.*

b. **Dispute Resolution – Entities Incorporated in the United States**. Any dispute arising out of or in connection with this EULA, the rights and obligations under this EULA or the breach, termination, formation or validity of this EULA (a "**Dispute**") that cannot be resolved within thirty (30) days shall be referred to and settled by arbitration. The arbitration shall be conducted in accordance with the Arbitration Rules of the American Arbitration Association (the "**AAA**") in effect at the time of the arbitration, except as such rules may be modified by mutual agreement of the parties. The applicable rules shall be the Commercial Rules in the event of a domestic dispute and the International Rules in the event of an international dispute, and any disagreement as to the applicable rules shall be resolved by the arbitrator appointed as described below. The seat of the arbitration shall be Washington, DC and the arbitration shall be conducted in English.

Disputes shall be heard by a panel of three (3) arbitrators. Within thirty (30) days after the commencement of arbitration, each of the parties shall select one person to act as an arbitrator and the two (2) selected shall select, in consultation with the parties that appointed them, a third arbitrator who shall serve as the president of the tribunal within forty five (45) days of their appointment. If the arbitrators selected by each party are unable or fail to agree upon the third arbitrator, the third arbitrator shall be selected by the AAA.

The award of the arbitrators shall be accompanied by a reasoned, written opinion. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Each party shall bear its own costs and expenses and an equal share of the arbitrators' and administrative fees of arbitration. Each party shall continue to perform its obligations under this EULA pending final resolution of any dispute resolution procedure; provided that, nothing in this Section shall be construed as forfeiting the parties' rights to seek interim relief in a court of competent jurisdiction, and such actions shall not be incompatible with this EULA to arbitrate contained herein or the availability of interim measures of protection under the Arbitration Rules.

The parties agree that the arbitration shall be kept confidential and that the existence of the proceeding and any element of it (including but not limited to any pleadings, briefs or other documents submitted or exchanged, any testimony or other oral submissions, and any awards) shall not be disclosed beyond the tribunal, the AAA, the parties, their counsel and any person necessary for the conduct of the proceeding, except as may be lawfully required in judicial proceedings relating to the arbitration or otherwise.

The terms of this EULA requiring arbitration are self-executing, and it is unnecessary for either party to petition a court to compel arbitration in order to initiate arbitration. The parties agree that any issue regarding the arbitrability of any claims or disputes arising under, relating to or in connection with this EULA is an issue solely for the arbitrators, not a court, to decide.

THE PARTIES HEREBY EXPRESSLY WAIVE ALL RIGHTS TO TRIAL BY JURY OR OTHERWISE ON ANY CLAIM, CAUSE OF ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY INVOLVING OR RELATED TO THE TERMS, COVENANTS OR CONDITIONS OF THIS EULA OR ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH OR RELATED TO THIS EULA. THE PROVISIONS OF THIS EULA RELATING TO WAIVER OF TRIAL BY JURY SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS EULA.

c. **Dispute Resolution – Entities Incorporated Outside the United States**. Any dispute arising out of or in connection with the use of the Licensed Measure Specifications under the Agreement, the rights

and obligations under the Agreement or the breach, termination, formation or validity of the Agreement (a "**Dispute**") that cannot be resolved within thirty (30) days shall be referred to and settled by arbitration administered by the International Centre of Dispute Resolution (the "**ICDR**") in accordance with its International Arbitration Rules (the "**Arbitration Rules**") in effect as of the Effective Date. Disputes shall be heard by a panel of three (3) arbitrators. Within thirty (30) days after the commencement of arbitration, each of the Parties shall select one person to act as arbitrator and the two (2) selected shall select, in consultation with the Parties that appointed them, a third arbitrator who shall serve as the president of the tribunal within forty-five (45) days of their appointment. If the arbitrators selected by each Party are unable or fail to agree upon the third arbitrator, the third arbitrator shall be selected by the ICDR in accordance with the Arbitration Rules. The legal seat of arbitration shall be Washington, District of Columbia USA, provided that the tribunal may, for convenience, and without affecting the legal seat of the arbitration, order that hearings or meetings be held in such other location(s) as it may deem appropriate. The language of the arbitration shall be English. The award of the arbitrators shall be accompanied by a reasoned, written opinion. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Each Party shall bear its own costs and expenses and an equal share of the arbitrators' and administrative fees of arbitration. Each Party shall continue to perform its obligations under this Agreement pending final resolution of any dispute resolution procedure; provided that, nothing in this Section shall be construed as forfeiting the Parties' rights to seek interim relief in a court of competent jurisdiction, and such actions shall not be incompatible with the agreement to arbitrate contained herein or the availability of interim measures of protection under the Arbitration Rules.

The parties agree that the arbitration shall be kept confidential and that the existence of the proceeding and any element of it (including but not limited to any pleadings, briefs or other documents submitted or exchanged, any testimony or other oral submissions, and any awards) shall not be disclosed beyond the ICDR, the parties, their counsel and any person necessary for the conduct of the proceeding, except as may be lawfully required in judicial proceedings relating to the arbitration or otherwise.

The terms of this EULA requiring arbitration are self-executing, and it is unnecessary for either party to petition a court to compel arbitration in order to initiate arbitration. The parties agree that any issue regarding the arbitrability of any claims or disputes arising under, relating to or in connection with this EULA is an issue solely for the arbitrators, not a court, to decide.

THE PARTIES HEREBY EXPRESSLY WAIVE ALL RIGHTS TO TRIAL BY JURY OR OTHERWISE ON ANY CLAIM, CAUSE OF ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY INVOLVING OR RELATED TO THE TERMS, COVENANTS OR CONDITIONS OF THIS EULA OR ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH OR RELATED TO THIS EULA. THE PROVISIONS OF THIS EULA RELATING TO WAIVER OF TRIAL BY JURY SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS EULA.

d. Vendor Disputes. ANY DISPUTE YOU HAVE WITH VENDOR OR A THIRD PARTY IS DIRECTLY BETWEEN YOU AND VENDOR, AND YOU IRREVOCABLY RELEASE NCQA (AND ITS OFFICERS, DIRECTORS, AGENTS, SUBSIDIARIES, JOINT VENTURES AND EMPLOYEES) FROM CLAIMS, DEMANDS AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES. IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE §1542, WHICH SAYS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF

EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

e. No Class Action. EACH PARTY WAIVES THE RIGHT TO LITIGATE IN COURT OR ARBITRATE ANY CLAIM OR DISPUTE AS A CLASS ACTION, EITHER AS A MEMBER OF A CLASS OR AS A REPRESENTATIVE, OR TO ACT AS A PRIVATE ATTORNEY GENERAL.

13. Export Control Laws. You shall abide by the Export Administration Regulations (15 C.F.R. Part 730 et seq.); and (b) the sanctions, embargoes and restrictions administered by the United States Department of the Treasury Office of Foreign Assets Control as set forth in 31 C.F.R. 500-598 and certain executive orders, the European Union, European Union member states, United Nations, World Bank and other relevant government body ("**Export Control Laws**") in use of the Data. The Data may be subject to Export Control Laws. You shall not directly or indirectly, export, re-export, or release the Data to, or make the Data accessible from, any country, jurisdiction or person to which export, re-export, or release is prohibited by applicable law. You shall comply with all applicable laws and complete all required undertakings (including obtaining any necessary export license or other governmental approval) prior to exporting, re-exporting, releasing, or otherwise making the Data available outside the U.S.

You represent and warrant you are not a Restricted Party. "Restricted Party" means, collectively, any party that (i) appears on a restricted party list maintained by any relevant government body, including without limitation the Specially Designated Nationals and Blocked Persons List, Sectoral Sanctions Identification List, Foreign Sanctions Evader List, Denied Persons List, Unverified List, Entity List, and United Nations Security Council Sanctions Lists; (ii) is headquartered in, located in, or organized under the laws of a country or territory subject to comprehensive territorial sanctions, currently, Cuba, Iran, North Korea, Syria, and the Crimea region; or (iii) is owned or controlled by or acting on behalf of any party identified in (i) or (ii) above. You represent and warrant that you or any person acting on your behalf has not taken any action that is reasonably likely to result in it being designated as a Restricted Party.

14. Additional Terms; Modifications.

a. Additional Terms. Your use of the Data and Rates may be subject to additional terms, policies, rules or guidelines applicable to the Data or Rates that NCQA may post on its website (the "**Additional Terms**"), subject to the section of this EULA titled "Modification of this EULA." All Additional Terms are incorporated by this reference into, and made a part of, this EULA. The rights granted under this EULA are limited to the Data and Rates, and nothing herein grants you any rights to the Product.

b. Modification of this EULA. You acknowledge that the EULA may be modified or replaced on a going-forward basis at any time. Please check NCQA's website periodically for changes to this EULA. If a change to this EULA materially modifies your rights or obligations, you will be required to accept the modified EULA in order to continue to use the Data and yet to be calculated Rates. This EULA will be identified by the most recent date of revision and will be effective immediately upon being made available through NCQA's website or otherwise through the Product, except: (i) if any such modification materially alters your rights under this EULA, an attempt to notify you will be made directly through a message sent by NCQA to the email address you have provided to Vendor, if any, or through a pop-up window or other notification when you access or use the Product; (ii) such materially modified EULA will be effective upon the earlier of your use of the Data or calculated Rates therefrom with actual knowledge of the changes or thirty (30) days after the changes are made available to you; and (iii) no modifications to this EULA will apply to any dispute between you and

NCQA that arose prior to the date of such modification. What constitutes a material change will be determined at NCQA's sole reasonable discretion. Your use of the Data or yet to be calculated Rates after modifications to this EULA become effective constitutes your binding acceptance of such changes. If you are dissatisfied with the terms of this EULA or any modifications to this EULA, then you agree that your sole and exclusive remedy is to discontinue any use of the Data, including continued calculation of Rates therefrom.

c. Changes to the Data. NCQA reserves the right to modify, suspend or discontinue, temporarily or permanently, the Data with or without notice and without liability to you.

15. Feedback. If you provide NCQA with any comments, bug reports, feedback, or modifications proposed or suggested by you for the Data ("**Feedback**"), such Feedback is provided on a non-confidential basis (notwithstanding any notice to the contrary you may include in any accompanying communication), and NCQA will have the right to use such Feedback at its discretion, including, but not limited to the incorporation of such suggested changes into the Data. You hereby grant NCQA a perpetual, irrevocable, nonexclusive license under all rights necessary to so incorporate and use for any purpose your Feedback related to the Data. You acknowledge that you will address all support and Product-related requests and issues to the Vendor, and NCQA is not responsible for such requests or issue solving.

16. Miscellaneous.

a. Entire Agreement. This EULA sets forth the entire understanding of the parties relating to your use of the Data and supersedes all prior agreements and understandings between the parties relating to your use of the Data. This EULA shall control in the event of any conflict between this EULA and any Additional Terms.

b. Further Assurances. Each party shall, upon the reasonable request of the other party, promptly execute such documents and perform such acts as may be necessary to give full effect to the terms of this EULA.

c. Severability; Waiver. If any part of any provision of this EULA is found to be invalid or unenforceable, the remainder of this EULA shall remain in full force and effect. No failure to enforce any terms of this EULA shall: (i) be effective unless expressly set forth in writing; (ii) constitute a waiver of such term in the future; or (iii) in any way affect the other terms hereof.

d. Notice. Any notice required or permitted to be delivered pursuant to this EULA shall be in writing and shall be deemed given upon delivery. All such notices shall be addressed to NCQA at the address set forth below, by email, or to such other address as NCQA shall notify you in accordance with this Section:

AVP, Measure Validation
NCQA
1100 13th Street NW, Third Floor
Washington, DC 20005
Phone: 202-955-3500

e. Independent Contractor. The relationship among the parties is and will be that of independent contractors. This EULA does not establish or create a partnership, joint venture, or similar relationship

among the parties and neither party has authority to contract for or bind the other party in any manner whatsoever.

f. Assignment. You shall not assign or delegate this EULA or any of your rights or obligations hereunder without the prior written consent of NCQA. Any attempted assignment by you without such consent shall be null and void. NCQA may assign this EULA, or any of its rights under this EULA, to any third party with or without your consent.

g. Language. The EULA all other communications under or in connection with the EULA shall be in, the English language. Any translation into any other language shall not be an official version thereof, and in the event of any conflict in interpretation between the English version and such translation, the English version shall control.

17. Contact Information. If you have any questions about this EULA, please contact NCQA via my.ncqa.org.

CareSeed Master Services Agreement

This Master Services Agreement (the "Agreement") is made between CareSeed, LLC, a Missouri limited liability company ("CareSeed"), with a principal place of business at 6508 Pennsylvania Ave, Kansas City, Missouri 64113, and Colusa County through its Behavioral Health Department, a political subdivision of the State of California ~~Colusa County Behavioral Health, a California governmental entity~~ ("Client"), with a principal place of business at 162 Carson St., Suite A, Colusa, CA 95932. CareSeed and Client are collectively referred to herein as the "Parties" and each, a "Party."

1. Background

A. The National Committee for Quality Assurance ("NCQA") produces the Healthcare Effectiveness Data and Information Set ("HEDIS"), which describes certain healthcare quality measure specifications (the "HEDIS Measures"). NCQA offers an annual testing process ("HEDIS Measure Certification") to certify that software correctly calculates some of the HEDIS Measures. Some of the HEDIS Measures (the "Hybrid HEDIS Measures") include the use of medical record review processes ("MRR") to impact measure rates. The HEDIS Measures are generally released and updated on an annual basis, with results to be reported during a certain calendar year (the "Reporting Year") based primarily on services that occurred during the previous calendar year (the "Measurement Year").

B. The Pharmacy Quality Alliance ("PQA") produces the PQA Measure Specifications for purposes of describing medication-use quality (the "PQA Measures"). The PQA Measures are separate and distinct from the HEDIS Measures.

C. Client wishes to engage CareSeed in support of Client's quality initiatives, including but not limited to HEDIS reporting, involving certain patients or health plan members (the "Members").

D. CareSeed may provide services (the "Services"), as well as software and corresponding documentation and training materials (the "Software"), to Client as described in one or more Statements of Work signed by the Parties that reference this Agreement ("SOWs"). CareSeed will perform Services in a prompt manner and will have each Service, Software, or other deliverable ready for Client no later than the due date specified in the applicable SOW.

2. Term of Agreement

A. This Agreement will become effective when signed by both Parties. The initial term will end on December 31, 2028, but this Agreement will automatically renew for successive terms of three years each unless either Party gives the other Party written notice not less than sixty (60) days prior to the end of the current term that the Agreement will not be renewed. This Agreement will terminate on the earliest of:

i. December 31 of the last year of the then-current term if a Party gives proper notice of non-renewal; or

ii. The date a Party terminates this Agreement as provided below.

3. Terminating the Agreement

A. Either Party may terminate this Agreement on thirty (30) days' advance written notice to the other Party in the event of a material breach of any provision of this Agreement by the other Party, provided that, during the thirty (30) day period, the breaching Party fails to cure such breach.

B. CareSeed will be entitled to full payment for all Software usage and Services performed prior to the effective date of termination.

4. Payment and Expenses

A. Except as otherwise provided in this Agreement, Client will pay CareSeed for all fees and Services as set forth in the applicable SOW. Hourly services will be billed at a rate of $260 per hour, increasing by 4% per year beginning January 1, 2027, billed in 15-minute increments (the "Hourly Rate").

B. Fixed or additional fees may be included in SOWs, with annual increases as stated in the SOW.

C. Client will pay CareSeed within thirty (30) days from the date of each invoice. CareSeed may suspend Services and withhold or block access to any deliverables or Software covered under this Agreement when any amount required to be paid by Client remains unpaid beyond the date when such amount is due.

D. Except as specifically provided herein, each Party will be responsible for all of its own expenses incurred while performing services under this Agreement.

E. However, Client will reimburse CareSeed for all reasonable travel and living expenses necessarily incurred by CareSeed while away from CareSeed's regular place of business to perform Services under this Agreement. CareSeed will submit an itemized statement of such expenses.

F. The payments specified in this Agreement do not include taxes. If CareSeed is required to pay any federal, state, or local sales, use, or value added taxes, other than taxes based on income, based on the Software or Services provided under this Agreement, the taxes will be billed separately to Client. Client will be responsible for paying any interest or penalties incurred due to late payment or nonpayment of such taxes by Client.

5. Changes in Services

A. The Parties may execute additional SOWs describing Software and Services, which will become part of this Agreement upon execution by both Parties.

B. The Parties recognize that:

i. CareSeed's original cost and time estimates may be too low due to changes in circumstances, or to factors unknown to CareSeed when this Agreement or any additional SOWs were made;

ii. Client may desire a mid-project change in CareSeed's Software or Services that would add time and cost to the project and possibly inconvenience CareSeed; or

iii. Other provisions of this Agreement may be difficult to carry out due to unforeseen circumstances.

C. If any unanticipated changes or any other events beyond the Parties' control require adjustments to this Agreement or any SOW, the Parties will make a good faith effort to agree on all necessary particulars. If the Parties cannot reach such an agreement, CareSeed will have the right to terminate this Agreement or the relevant SOW.

D. Project Attachments describe in specific technical detail the work to be completed by both Parties for each individual Project during the term of this Agreement. Project Attachments do not change the overall work to be provided by CareSeed under the Agreement or fee structure as outlined in the SOW. With regard to Project Attachments, the Parties agree:

i. CareSeed will be entitled to rely upon and perform work as specified in any Project Attachment for which it has received Client's written approval. Client or Client's designee may provide approval by email or other electronic acceptance method.

ii. CareSeed, at its own discretion, may accept Client's requested changes to a Project Attachment, or may propose changes to a Project Attachment based on the needs of the Project, and will be entitled to rely upon and perform work as reflected in the revised Project Attachment upon receipt of Client's approval. Client or Client's designee may provide approval by email or other electronic acceptance method.

iii. **Client expressly designates and grants its employees engaged in CareSeed Projects the authority to approve Project Attachments and any changes thereto on Client's behalf, as specified in this section. Client acknowledges that such approvals are binding on Client to the same extent as this Agreement and the SOW.**

6. Confidentiality

A. The Parties acknowledge and agree that during the course of the performance of the Parties' respective obligations under this Agreement, each Party may make available to the other Party (or to the other Party's parent, subsidiary or affiliated entities ["Affiliates"]) Confidential Information that is of value to the Party disclosing the information, where "Confidential Information" will mean any and all information, know-how and data, technical or non-technical, whether written, graphic or oral, furnished by either Party or on its behalf, to the other Party or its Affiliates, that is confidential and proprietary or is treated as such by the disclosing Party, and will include, without limitation: the Software; any supporting materials, user interface, or information related to the Software; any reports generated using the Software; financial information; pricing information; trade secrets; proprietary software and intellectual property; research and technical information; business, security, and operational policies, processes, procedures and strategies; business plans; and systems design and operating specifications. Confidential Information will not include the following:

i. Information that is lawfully now in the public domain or subsequently enters the public domain through no fault of the receiving Party;

ii. Information that is presently known or becomes known to the other Party from its own independent sources as evidenced by its written records;

iii. Information that is lawfully received from any third party not under any obligation to keep such information confidential;

iv. Information independently developed by or for a Party hereto by persons who did not access Confidential Information disclosed by the other Party under this Agreement;

v. Information that is required by securities laws or exchange listing requirements to be disclosed by the receiving Party; or

vi. Information which is required by law, regulation, rule, act or order of any governmental authority or agency to be disclosed by the receiving Party; provided however, that such receiving Party gives the other Party hereto sufficient advance written notice to permit it to seek a protective order or other similar order with respect to such Confidential Information and thereafter discloses only the information required to be disclosed in order to comply.

B. Each Party, on behalf of itself and its Affiliates, if any, agrees to maintain the confidentiality of the Confidential Information of the other Party in accordance with this paragraph and not to disclose or disseminate such Confidential Information to third parties, except that either Party may disclose Confidential Information of the other Party to either party's third party contractors or Affiliates whose responsibilities necessitate such disclosure, so long as any such third party contractor or Affiliate is bound by confidentiality and nondisclosure restrictions covering the Confidential Information which are at least as protective as those in this Agreement. At any time it deems necessary, CareSeed may require any such contractor or its employees, contractors, or other third parties (collectively, "Assigns") to execute a confidentiality and nondisclosure agreement with respect to CareSeed's Confidential Information. Each Party agrees not to use the Confidential Information of the other Party for any purpose unrelated to the purposes of this Agreement. The Party receiving Confidential Information agrees to use the same standard of care in maintaining the confidentiality of the Confidential Information as it uses to avoid disclosure of its most sensitive confidential information. Upon termination of this Agreement, each Party must destroy or return all Confidential Information of the other and must not use any Confidential Information of the other in its business or to influence the build, design, development or enhancement of products or services.

C. All feedback provided by Client and related to the Software, including, without limitation, suggested improvements or modifications to the Software, will be deemed Confidential Information of CareSeed. CareSeed may use such feedback for any purpose, including, without limitation, improvement and/or modification of the Software, and CareSeed will own all rights and associated intellectual property in such improvements and modifications.

D. Except as provided herein, each Party reserves the right to, and control of, the use of its name, symbols, trademarks and service marks presently existing or later established. In addition, except as provided herein, neither Client nor CareSeed may use the other's name, symbols, trademarks or service marks, without the prior written consent of that Party, and must cease any such usage immediately upon written notice of the Party or upon termination of this Agreement.

E. Client must not provide any Confidential Information of CareSeed, nor provide access to any CareSeed Software, to any individual or company (including employees of Client or Client's Affiliates) that competes with CareSeed, plans to compete with CareSeed, or has or intends to create products

competitive with CareSeed products, nor to any owner, agent, employee, or contractor of any such company.

F. The terms of this Section will survive the termination of this Agreement or of any license granted under this Agreement for any reason.

G. Nothing in this Agreement, including without limitation the terms of Section 17 regarding dispute resolution, will be construed as prohibiting either Party from pursuing any remedies available to that Party for a breach or threatened breach of the terms of this Section, including without limitation, injunctive relief, specific performance, and the recovery of damages from the breaching Party.

7. Customization

A. Client may, from time to time, request that CareSeed incorporate certain features, enhancements, changes, or customizations into the Software (collectively "Modifications"), including, without limitation, any custom software to convert data to or from a non-CareSeed format, beyond the regular maintenance and upgrades provided by CareSeed. In the event that CareSeed agrees, in its sole discretion, to perform such Modifications, Client will pay CareSeed as specified in the applicable SOW, or if not specified, at the Hourly Rate for all time spent on such Modifications, including, without limitation, time spent developing specifications, writing software source code, and testing such customizations.

B. CareSeed may, in its sole discretion, accept or deny any of Client's requests for Modifications.

C. CareSeed may, in its sole discretion, undertake to incorporate such Modifications and distribute the Software so modified to any or all CareSeed's licensees. Modifications will be considered Confidential Information of CareSeed and will not be considered Confidential Information of Client.

D. All of Client's obligations under this Agreement regarding the Software will also apply to Modifications.

8. Software Protection

A. The Parties hereto agree that all intellectual property rights including, without limitation, all patents, copyrights, trade secrets, other proprietary rights, and any related goodwill ("IP Rights") related to the Software are solely vested in CareSeed. Client must not make any claims to the Software, and Client must not make any such claims to any ideas that result from Client's services pursuant to this Agreement. Client agrees to promptly execute any documents necessary for CareSeed to protect and perfect its IP Rights.

B. Client agrees to respect and not to remove, obliterate, or cancel from view any copyright, trademark, confidentiality or other proprietary notice, mark, or legend appearing on any of the Software or output generated by the Software, and to reproduce and include same on each copy of the Software or its output.

C. Client agrees not to modify, reverse engineer, disassemble, or decompile the Software, or any portion thereof.

D. Client will not conduct any security tests or scans of the Software or any CareSeed network environment ("Security Scans"), including port scanning, penetration testing, fuzz testing, vulnerability assessments, or simulated attacks. Any Security Scans will be deemed a material breach of this Agreement, upon which CareSeed may immediately terminate this Agreement or any applicable SOW.

E. Client acknowledges that all copies of the Software in any form provided by CareSeed or Client or made by Client are the sole property of CareSeed and/or its suppliers. Client will not have any right, title, or interest to any such Software or copies thereof except as provided in this Agreement, and further must secure and protect all Software, consistent with maintenance of CareSeed's proprietary rights therein. Client has no rights to use or access the Software except as provided herein.

F. Client agrees not to grant or allow access to the Software (including documentation), images of the Software, or information regarding the functionality of the Software to anyone except as required to carry out the purpose of this Agreement and in accordance with this Agreement, including but not limited to restrictions regarding Confidential Information.

G. At the end of the term of the Agreement for any reason, Client will destroy all of its copies of the Software and components thereof.

H. The terms of this Section will survive the termination of this Agreement or of any license granted under this Agreement for any reason.

9. Client Responsibilities

A. Client acknowledges that successful implementation of this Agreement and any related SOWs will require significant effort and participation by Client, and that Client's failure to meet its responsibilities in a timely manner may result in disruption of the work to be performed by CareSeed not only for Client but for other clients of CareSeed.

B. Client agrees to the following responsibilities:

i. Provide timely access to any Client employees, data, approvals, and resources necessary to complete the work under this Agreement;

ii. Provide timely responses to CareSeed inquiries;

iii. Perform all tasks necessary to meet project deadlines;

iv. Participate in regular and ad hoc meetings as necessary to maintain project timelines;

v. Inform any involved third parties, including without limitation healthcare providers, of any projects that may involve them, CareSeed and its subcontractors' roles in such projects, and the need for such third parties to work reasonably and cooperatively to complete such projects;

vi. Provide sufficient lead times for Services that it expects CareSeed to perform;

vii. Provide accurate estimates of project volume at least three months in advance of any Services to be performed under this Agreement; and

viii. Provide all data necessary for CareSeed to perform its obligations under this Agreement in formats matching CareSeed's then-current specifications and by agreed-upon deadlines.

C. Client agrees that if its failure to meet its responsibilities listed above or in any SOWs in a timely manner results in additional Services (including data entry, formatting, programming or other Services) by CareSeed not previously anticipated, and if CareSeed determines that such additional Services may require overtime or extra work by its personnel or will be disruptive of work for other clients previously scheduled, then CareSeed may bill such additional Services at twice the stated Hourly Rate (for hourly Services) or may charge a fixed disruption fee as reasonably determined by CareSeed. Alternatively, CareSeed may decline to provide additional Services if it determines such additional Services cannot reasonably be provided within prescribed timelines.

10. Government Contracts

A. If the Software to be furnished hereunder is to be used in the performance of a government contract or subcontract, the Software will be provided on a "restricted rights" basis only, and Client must place a legend, in addition to applicable copyright notices, in the form provided under the governmental regulations.

B. CareSeed will not be subject to any flow-down provisions required by any government contract or subcontract unless specifically provided in advance to CareSeed in writing and agreed to by CareSeed in writing.

11. Protected Health Information

A. The Parties agree that all individually identifiable health-related information or Protected Health Information ("PHI") must be used and disclosed only as permitted by applicable state and federal laws, including, without limitation, HIPAA.

B. The Parties must also adopt and maintain procedures consistent with applicable law to safeguard the security and confidentiality of PHI.

C. Client must ensure that all necessary or required consents or authorizations are obtained from, and all necessary or required notices are sent to, individuals regarding the use and disclosure of PHI as may be necessary, in light of applicable state and federal laws, for both Parties to fulfill their obligations under this Agreement. In the event CareSeed or Client determines that a requested disclosure requires written consent of an individual, Client must obtain such consent(s) at its expense.

D. Without limiting the foregoing, the Parties agree that as of the execution of this Agreement, they have entered or will enter into a Business Associate Agreement ("BAA") outlining each Party's responsibilities regarding the protection of PHI, which will be made part of this Agreement as if fully set forth herein.

12. Employees and Contractors

A. Client agrees that it will ensure that its Affiliates, employees and contractors performing services under this Agreement comply with this Agreement, including but not limited to having such employees and contractors sign documents assigning intellectual property rights to CareSeed to the

extent Client is required to assign such rights to CareSeed, agreeing to maintain the confidentiality of CareSeed's Confidential Information, protecting CareSeed's IP Rights, and safeguarding the security and confidentiality of PHI.

B. Client agrees that during the term of this contract and for a one year period immediately following the termination of this Agreement, Client will not directly or indirectly solicit any employees of CareSeed to become employees or consultants of Client or its Affiliates.

C. The terms of this Section will survive the termination of this Agreement or of any license granted under this Agreement for any reason.

13. Warranties

A. ***The goods or services furnished under this Agreement are provided AS IS without any express or implied warranties or representations; including, without limitation, any implied warranties of merchantability or fitness for a particular purpose.***

B. Client acknowledges that the Software may contain or be accompanied by certain third-party software products, including open-source software components ("Third-Party Products" and "Open-Source Components," respectively). The Open-Source Components and Third-Party Products under applicable license are collectively referred to as "Third-Party Software." Client acknowledges and agrees that Third-Party Software is licensed to Client subject to the terms and conditions of the corresponding third-party or open-source license agreement.

C. ***Except to the extent Third-Party Software providers have made warranties with respect to the Third-Party Software which may be passed through to Client, notwithstanding anything to the contrary in this Agreement, Third-Party Software is made available "AS IS, WITH ALL FAULTS" without any warranty, express, implied, or otherwise, including but not limited to the implied warranty of merchantability or fitness for a particular purpose, or any warranty regarding title or against infringement. In no event will CareSeed, the copyright holders, or the Third-Party Software providers be liable for any indirect, incidental, special, punitive, or consequential damages (including, but not limited to, procurement of substitute goods or services; loss of use, data, or profits; or business interruption), however caused and on any theory of liability, whether in contract, warranty, strict liability, or tort (including negligence) arising in any way out of the use of Third-Party Software, even if advised of the possibility of such damage.***

D. The Software is not designed, intended, or made available for use in the diagnosis, cure, mitigation, treatment, or prevention of disease or other health-related conditions, or to be used as a substitute for professional medical advice or the clinical judgment of a healthcare professional. It should not be used as such. Client agrees that it is solely responsible for use of the Software and expressly releases and holds CareSeed harmless from any claims, injuries, costs or liabilities which result from use of the Software for any of the foregoing purposes or for any other purpose for which it was not designed, intended, or made available, whether express or implied.

14. Limited Liability

A. Under no circumstance, regardless of the basis of the claim, will CareSeed be liable for any damages, costs, or other expenses claimed by any Customer of Client.

B. CareSeed's total liability under this Agreement for damages, indemnities, costs, and expenses, regardless of cause, will not exceed the total amount of fees paid to CareSeed by Client during the previous twelve calendar months under this Agreement.

C. In no event will CareSeed be liable to Client for lost profits or for special, incidental, or consequential damages (including, but not limited to, procurement of substitute goods or services; loss of use, data, or profits; or business interruption), even if CareSeed has been advised of the possibility of such damages.

D. ***Client hereby indemnifies, holds harmless, and will defend CareSeed, its officers, agents, employees, and contractors from and against all claims, liabilities, and costs, including reasonable attorney fees, arising out of: (i) any Client, Customer of Client, or third-party claim or suit relating in any manner to the use of the Software or Services under this Agreement, (ii) any action or inaction of Client that causes any injury to any person or damage to tangible or intangible property, or (iii) Client's breach of this Agreement or any SOW, or failure to comply with any applicable law, including those related to PHI. Client will pay all judgments, costs, settlements, and damages finally awarded. CareSeed will promptly notify Client in writing of any such claim or suit which comes to its attention, and Client will have the right to fully control the defense and any settlement of any such claim or suit.***

E. ***The foregoing states the entire liability of CareSeed and the exclusive remedy for Client relating to any claims arising out of the use of the Software and Services under this Agreement.***

F. The terms of this Section will survive the termination of this Agreement or of any license granted under this Agreement for any reason.

15. No Partnership

A. The Parties agree that the legal relationship between CareSeed and Client is strictly an independent contractor relationship. Nothing in this Agreement or SOW may be deemed to create a joint venture, agency, partnership, or employer-employee relationship between the Parties, and neither Party has authority to enter into contracts on the other's behalf.

B. Personnel supplied by CareSeed hereunder are not Client's employees or agents.

16. Miscellaneous

A. CareSeed has the right to perform services for others during the term of this Agreement subject to noncompetition provisions set out in this Agreement, if any.

B. CareSeed has the sole right to control and direct the means, manner, and method by which the services required by this Agreement will be performed.

C. CareSeed has the right to perform the services required by this Agreement at any place or location and at such times as CareSeed may determine.

D. CareSeed has the right to hire third-party vendors or subcontractors to perform any duties under this Agreement.

E. CareSeed will furnish all equipment and materials used to provide the services required by this Agreement, except to the extent that CareSeed's work must be performed on or with Client's computer or existing software.

F. The services required by this Agreement will be performed by CareSeed, or CareSeed's employees or contract personnel, and Client will not be required to hire, supervise, or pay any assistants to help CareSeed.

G. CareSeed is responsible for paying all ordinary and necessary expenses of its staff.

H. Neither CareSeed nor CareSeed's employees or contract personnel will receive any training from Client in the professional skills necessary to perform the services required by this Agreement.

I. Neither CareSeed nor CareSeed's staff will be required to devote full time to the performance of the services required by this Agreement.

J. Client will not provide insurance coverage of any kind for CareSeed or CareSeed's staff.

K. Client will not withhold from CareSeed's compensation any amount that would normally be withheld from an employee's pay.

L. This Agreement will not confer any rights or remedies upon any person other than the Parties and their respective successors and permitted assigns.

M. Client agrees to act as a reference account for CareSeed during the term of this Agreement. CareSeed may make mention of Client as a customer of CareSeed and a user of the Software in marketing materials and presentations to CareSeed customers and potential customers.

N. Client can report failures, incidents, ethical or other concerns, and other complaints to CareSeed's management team at https://www.careseed.com/report.

17. Resolving Disputes

A. If a dispute arises under this Agreement or any SOW, the Parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in Kansas City, Missouri. Each Party will be liable for its own attorney fees, and any other costs and fees associated with the mediation will be shared equally by the Parties.

B. If it proves impossible to arrive at a mutually satisfactory solution through mediation, the Parties agree to submit the dispute to a mutually agreed-upon arbitrator in Kansas City, Missouri.

C. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction to do so. Costs of arbitration, including attorney fees, will be allocated by the arbitrator.

D. To the extent possible, all mediation and arbitration will be conducted remotely by telephone call and email to minimize travel.

18. Exclusive Agreement

A. This Agreement (including any attached exhibits) supersedes all prior agreements, written or oral, between the Parties relating to the subject matter of this Agreement.

B. This Agreement constitutes the final and complete understanding and agreement between the Parties concerning the subject matter hereof.

C. This Agreement will be binding on, and inure to the benefit of, the Parties and their respective successors and assigns; provided that neither Party can assign its rights under this Agreement, other than to its affiliates or to a successor entity whether by sale of all or substantially all assets or otherwise, without the written consent of the other Party, and any assignment in violation of this sentence will be void.

D. Except as specifically stated herein or in an executed SOW, this Agreement or any SOW may only be amended, modified or rescinded by a further written agreement executed by an authorized representative of each Party hereto.

19. Applicable Law

A. This Agreement will be governed by the laws of the state of Missouri.

20. Notices

A. All notices and other communications in connection with this Agreement will be in writing and will be considered given as follows:

i. When delivered personally to the recipient's address as stated on this Agreement;

ii. Three days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated on this Agreement; or

iii. When sent by electronic mail, such notice is effective upon receipt at the email addresses below, provided that a duplicate copy of the notice is promptly given by first class mail or the recipient delivers a written confirmation of receipt.

To CareSeed:	To Client:
notices@careseed.com with required copies to: tmueller@careseed.com and rsanchez@careseed.com	bbriscoe@countyofcolusaca.gov

21. Force Majeure

A. Neither Party will be liable for delays or any failure to perform the services of this Agreement due to causes beyond its reasonable control. Such delays include, but are not limited to, fire, explosion, flood or other natural catastrophe, public health emergency, governmental legislation, acts, orders, or regulation, strikes or labor difficulties, civil unrest, computer, telecommunications, internet service provider or hosting facility failures or delays involving hardware, software, or power systems, malicious code, denial of service attacks, and inability to obtain energy, to the extent not occasioned by the fault or negligence of the delayed Party.

B. Any such excuse for delay will last only as long as the event remains beyond the reasonable control of the delayed Party. However, the delayed Party must use its best efforts to minimize the

delays caused by any such event beyond its reasonable control. The delayed Party must notify the other Party promptly upon the occurrence of any such event, or performance by the delayed Party will not be considered excused pursuant to this Section, and inform the other Party of its plans to resume performance.

22. Waivers

A. No waiver by either Party of any provision or any breach of this Agreement will constitute a waiver of any other provision or of any other breach of this Agreement, and no waiver will be effective unless made in writing.

B. The right of each Party to require strict performance and observance of any obligations hereunder will not be affected in any way by any previous waiver, forbearance or course of dealing.

23. Severability

A. If any provision of this Agreement is held illegal or unenforceable in a judicial proceeding, such provision will be severed and will be inoperative, and, provided that the fundamental terms and conditions of this Agreement remain legal and enforceable, the remainder of this Agreement will remain operative and binding on the Parties.

24. Electronic Signatures

A. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Signature pages may be executed via “wet” signature or electronic mark and the executed signature pages may be delivered using PDF or similar file type transmitted via electronic mail, cloud-based server, electronic signature technology, or other similar electronic means.

25. Signatures

CareSeed, LLC

By: _____
Signature

Name: _____

Title: _____

Date: _____

Client: Colusa County ~~Behavioral Health~~

By: _____
Signature

Name: _____

Title: _____

Date: _____

Colusa County

Agenda Request Form

Item ID#: 2025-177 **Agenda Date:** 12/16/2025 **Item 27**

HEALTH AND HUMAN SERVICES

Re-approve contract C25-173 for the County Medical Services Program (CMSP) Local Indigent Care Needs (LICN) Grant Agreement Amendment 1 with Glenn County through its Community Action Department.

Detailed Description/Background of Request
Glenn County, through its Community Action Department, has partnered with Colusa County Department of Health and Human Services (DHHS) to provide administration support, supportive services, and oversight for the implementation of the County Medical Services Program (CMSP) Local Indigent Care Needs (LICN) Grant.

The Grant Program Implementation includes three phases: Onboarding, Initial Pilot, and Sustainability, during which DHHS has been focusing on the strategic direction of the countywide supportive housing system, including permanent supportive housing, rapid rehousing, homeless prevention, Regional Housing, emergency shelter, and transitional housing programs, including services to serve persons of color, low-income residents, and those with limited english language capabilities.

A budget modification for the LICN program was submitted to address a contract time extension and a funding increase.

The term of the agreement is extended through June 30, 2026.

Total compensation for the grant activities is increased to $107,592.00 for FY22/23, $110,280.00 for FY23/24, $113,040.00 for FY24/25, and $91,854.00 for FY25/26 to support the continued expansion of housing-related services and support for our community.

Amendment #1, C25-173, was previously approved by the Board on September 23, 2025; however, it was never signed by Glenn County, hence it never became a final agreement. Since there is no valid first amendment, DHHS is requesting a re-approval of the replaced first amendment.

Prior Board Action
C23-001, C25-173 (previously approved Amendment #1).

Fiscal Impact/Funding Source
This is a revenue agreement, no impact on County General fund.

Action for the Clerk
Please obtain appropriate signatures and forward an approved agreement amendment via email to Amilcar Avendano at DHHS. Please cc Michele Carrasco and Kirill Obraztsov.

Attachments:
1. Amendment Colusa CMSP
2. C23-001 Glenn County Community Action Department
3. C25-173 PENDING 1st Amendment Glenn County Community Action Department

FIRST AMENDMENT TO
INDEPENDENT CONTRACTOR BETWEEN
GLENN COUNTY THROUGH ITS COMMUNITY ACTION DEPARTMENT
AND COLUSA COUNTY DEPARTMENT OF HEALTH & HUMAN SERVICES

THE INDEPENDENT CONTRACTOR AGREEMENT ("Agreement"), a copy of which is attached hereto as Attachment 1 and incorporated herein by this reference, by and between Colusa County Department of Health and Human Services, a political subdivision of the State of California ("Contractor") and Glenn County Community Action Department ("County") is hereby amended as follows:

For valuable consideration, including their mutual promises, receipt of which is hereby acknowledged, the parties agree as follows:

Paragraph 2 of the agreement is deleted in its entirety and replaced with the following effective the date this amendment is last signed:

2. Term. Services under this Agreement shall commence on July 1, 2022, and shall continue until June 30, 2026, or until the agreement is terminated by either party in accordance with the provisions of this Agreement.

Exhibit B (Fee Schedule) to the agreement is hereby replaced with the document attached hereto as Exhibit B effective the date this amendment is last signed:

Paragraph 3, subdivision C of the agreement is deleted in its entirety and replaced with the following effective the date this amendment is last signed:

C. **The total compensation payable under this Agreement, inclusive of all expenses, shall not exceed one hundred seven thousand five hundred ninety-two dollars ($107,592.00) for fiscal year 22-23; one hundred ten thousand two hundred eighty dollars ($110,280.00) for fiscal year 23-24; one hundred thirteen thousand forty dollars ($113,040.00) for fiscal year 24-25; ninety-one thousand eight hundred fifty-four ($91,854.00) for fiscal year 25-26. The County shall make no payment to DHHS in any greater amount for any extra, further, or additional services, unless such services and payment therefore have been mutually agreed to and this Agreement has been formally amended in accordance with the provisions of this Agreement.**

All other terms and conditions of the Agreement shall remain in full force and effect.

In the event of any conflict or inconsistency between the provisions of this amendment and the Agreement, it shall be resolved such that the provisions of this amendment shall control in all respects.

SIGNATURES APPEAR ON THE NEXT PAGE

CONTRACTOR (CAD)

By: _____
Scott H. De Moss
County Administrative Officer
Glenn County, California

By: _____
Laura Hawkins, Director
Glenn County Community Action Department

APPROVED AS TO FORM:

By: _____
Office of the County Counsel
Glenn County

COMMUNITY ACTION DEPARTMENT:
Approved by Admin Manager: _____
Approved by Fiscal Manager: _____
Approved by Program Manager: _____

COUNTY OF COLUSA (COUNTY)

By: _____
Wendy Tyler, County Administrative Officer
Colusa County, California

By:_____
Richard Stout, County Counsel
Colusa County, California

Amended Exhibit B

FEE SCHEDULE

DHHS will be reimbursed based on actual expenditures for services described in Exhibit A.

DHHS will provide .5 FTE of a Housing Manger as in-kind ($65,000) for year 1, year 2, and year 3. In addition to a .02 FTE Program Manager II ($7,000) for year 1, year 2, year 3, and year 4.

Year 1 - $107,592
Year 2 - $110,280
Year 3 - $113,040
Year 4 - $91,854

C23-001

INDEPENDENT CONTRACTOR AGREEMENT
BETWEEN GLENN COUNTY THROUGH ITS COMMUNITY ACTION DEPARTMENT
AND COLUSA COUNTY DEPARTMENT OF HEALTH & HUMAN SERVICES
FY 22-25

This Independent Contractor Agreement ("Agreement") is made and entered into this *1st* day of *July*, 2022, by and between Glenn County, a political subdivision of the State of California ("County"), and *Colusa County Department of Health & Human Services* (DHHS)("Contractor").

RECITALS:

A. County has determined that it is desirable to retain DHHS to provide administration support, supportive services, and oversight from The Social Services and Public Health divisions for the implementation of the County Program (CMSP) Local Indigent Care Needs (LICN) Grant; and

B. DHHS represents that it possesses the qualifications, experience, and facilities necessary to perform the services contemplated herein and has proposed to provide those services; and

C. DHHS represents and warrants that DHHS is an independently established business entity formed as local government agency, that customarily provides services of the same nature as the services provided for County under this Agreement; and

D. DHHS represents and warrants that DHHS advertises these services to and contracts with entities other than County; and

E. DHHS represents and warrants that DHHS maintains a separate business location and has all required business licenses and tax registration, if any, in order to perform services under this Agreement; and

F. The County desires to retain DHHS to perform the proposed services.

County and DHHS agrees as follows:

AGREEMENT:

1. Scope of Services. Pursuant to Government Code Section 31000, County retains DHHS to perform all of the non-exclusive professional services described in Exhibit "A" which is attached hereto and incorporated herein by this reference which shall include administration support, supportive services, and oversight from The Social Services and Public Health divisions for the implementation of the County Program (CMSP) Local Indigent Care Needs (LICN) Grant; ("Services").

2. Term. Services under this Agreement shall commence on *July 1, 2022*, and shall continue until *June 30, 2025* or until the agreement is terminated by either party in accordance with the provisions of this Agreement.

3. Compensation.

A. The compensation to be paid by County to DHHS for the professional services described in Exhibit "A" shall be *per fiscal year budget amount* set forth in Exhibit "B" which is attached hereto and incorporated herein by this reference Notwithstanding the foregoing, it is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered by this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force and effect. In this event, the County shall have no liability to pay any further amounts whatsoever to DHHS or furnish any other consideration under this Agreement and DHHS shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County or offer an amendment to DHHS to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth herein are required by Article XVI, section 18 of the California Constitution. DHHS acknowledges and agrees that Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

B. To the extent that DHHS is entitled to reimbursement for travel, meals, and lodging, such reimbursement shall be subject to the prior approval of the County Purchasing Agent or authorized assistant/deputy and shall be reimbursed in accordance with the County's Reimbursement for Expenses policy contained in Title 7 of the Glenn County Administrative Manual.

C. **The total compensation payable under this Agreement, inclusive of all expenses, shall not exceed *one hundred seven thousand five hundred ninety two* dollars *(107,592.00) for fiscal year* 22-23, *one hundred ten thousand two hundred eighty* dollars *(110,280.00) for fiscal year* 23-24, *one hundred thirteen thousand forty* dollars *(113,040.00) for fiscal year* 24-25,** The County shall make no payment to DHHS in any greater amount for any extra, further, or additional services, unless such services and payment therefore have been mutually agreed to and this Agreement has been formally amended in accordance with the provisions of this Agreement.

D. DHHS agrees to testify at County's request if litigation is brought against County in connection with DHHS's work. Unless the action is brought by DHHS or is based upon DHHS's negligence or intentional tortious conduct, County will compensate DHHS for the testimony at DHHS's hourly rate as provided in Exhibit "B".

4. Invoice and Payments. DHHS shall submit invoices for services rendered during the preceding month. DHHS 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. The County shall pay invoices that are undisputed within thirty (30) days of receipt and approval. The parties agree to exercise good faith and diligence in the resolution of any disputed invoice amounts.

5. County's Representative. County hereby designates *Community Action 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. DHHS shall not accept direction or orders from any person other than County's Representative or his or her designee.

6. DHHS's Representative. DHHS hereby designates *Colusa County Department of Health & Human Services (DHHS)* or his or her designee, to act as its representative for the performance of this Agreement ("DHHS's Representative"). DHHS's Representative shall have full authority to represent and act on behalf of DHHS for all purposes under this Agreement. DHHS'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.

7. Notice. Any invoices, notices, or other documents required to be given under this Agreement shall be delivered either personally, by first-class postage pre-paid U.S. Mail, or overnight courier to the following addresses or such other address provided by the parties in accordance with this section:

If to the CAD:

Administrative Manager
Glenn County Community Action Department
345 Yolo Street
Orland, CA 95988
Telephone: (530) 934-1443

Invoices may be submitted by email to:
gccad@countyofglenn.net

If to Colusa DHHS:

Elizabeth Kelly, Director
251 E. Webster Street
Colusa, CA 95932
Email: Elizabeth.Kelly@countyofcolusa.com
Telephone:

Notice shall be deemed to be effective two days after mailing.

8. Independent Contractor.

A. It is understood and agreed, and is the intention of the parties hereto, that DHHS is an independent contractor, and not the employee or agent of County for any purpose whatsoever. County shall have no right to and shall not control the manner or prescribe the method by which the professional services are performed by DHHS herein and DHHS shall have the right to provide the same or similar services to entities other than County without restriction. DHHS shall be entirely and solely responsible for its acts and the acts of its agents, employees, and subcontractors while engaged in the performance of services hereunder. DHHS shall have no claim under this Agreement or otherwise against County for vacation pay, sick leave, retirement benefits, Social Security, workers compensation, disability, or unemployment insurance benefits or other employee benefits of any kind. The parties acknowledge that County shall not withhold from DHHS's compensation any funds for income tax, FICA, disability insurance, unemployment insurance or

similar withholding and DHHS is solely responsible for the timely payment of all such taxes and related payments to the state and federal governments, for itself and for its employees, agents, and subcontractors who might render services in connection with this Agreement. DHHS shall inform all persons who perform any services pursuant to this Agreement of the provisions of this section.

B. In the event that the DHHS's activities under this Agreement, or any of them, are found by any state or federal agency to be those of an employee rather than an independent contractor, DHHS agrees to indemnify County and hold County harmless for any damages, costs, or taxes imposed upon it pursuant to the Internal Revenue Code or state or federal taxing laws, including but not limited to any penalties and interest which County may be assessed by such state or federal agency for failing to withhold from the compensation paid to DHHS under this Agreement any amount which may have been required to be withheld by law.

C. In the event that the DHHS's activities under this Agreement, or any of them, are found by the California Public Employee's Retirement System (CalPERS) to be those of an employee rather than an independent contractor, DHHS shall defend (with legal counsel reasonably acceptable to the County), indemnify and hold harmless the County, its officers, employees, and agents, from and against any and all claims, losses, costs, contributions, arrears, interest, damages, penalties, expenses and liabilities of every kind, nature and description (including incidental and consequential damages, court costs, attorneys' fees, litigation expenses and fees of expert contractors or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the Services provided under this Agreement.

9. Authority of DHHS. It is understood that DHHS is to provide information, research, advice, recommendations, and consultation services to the County. DHHS shall possess no authority with respect to any County decision. The County is responsible for and shall make all governmental decisions related to work of DHHS.

10. Ownership of Work Product. All technical data, evaluations, calculations, plans, drawings, details, specifications, estimates, reports, documents, or other work product of DHHS, in both paper and original electronic program forms, shall become the property of the County as they are produced and shall be delivered to the County upon completion of services. DHHS may retain copies for its files and internal use; however, DHHS shall not disclose any of the work products of this Agreement to any third party, person, or entity, without prior written consent of the County. Upon reasonable notice, County representatives shall have access to the work for purposes of inspecting same and determining that the work is being performed in accordance with the terms of the Agreement.

11. Indemnification. To the fullest extent permitted by law, DHHS shall defend, indemnify and hold County, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged negligent acts, omissions or willful misconduct of DHHS, its officials, officers, employees, agents, and subcontractors arising out of or in connection with the performance of the Services under this Agreement, including without limitation the payment of all consequential damages, attorneys' fees and other related costs and expenses. DHHS shall defend, at DHHS's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against County, its officials, officers, employees,

agents or volunteers. DHHS shall pay and satisfy any judgment, award or decree that may be rendered against County or its officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. DHHS shall reimburse County and its officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs, including reasonable attorneys' fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. DHHS's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by County or its officials, officers, employees, agents or volunteers. Notwithstanding the foregoing, to the extent DHHS's Services are subject to Civil Code section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the DHHS. This section shall survive any expiration or termination of this Agreement.

12. Insurance. Without limiting DHHS's indemnification of the County, DHHS shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property that may arise from, or be in connection with, the performance of the work hereunder by DHHS, DHHS's agents, representatives, employees, and subcontractors.

A. Minimum Scope and Limit of Insurance.

1. Coverage shall be at least as broad as:

(i) Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

(ii) Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if DHHS has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than $1,000,000 per accident for bodily injury and property damage.

(iii) Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease. (Not required if DHHS provides written verification, it has no employees).

(iv) Professional Liability (Errors and Omissions) Insurance appropriates to the DHHS's profession, with limit no less than $2,000,000 per occurrence or claim, $2,000,000 aggregate.

(v) Cyber Liability Insurance with limits not less than $2,000,000 per occurrence or claim, $2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by DHHS in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

2. If DHHS maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the DHHS. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

The coverage types and limits required pursuant to this Agreement shall in no way limit the liability of DHHS.

B. Other Insurance Provisions.

1. The insurance policies are to contain, or be endorsed to contain, the following provisions:

(i) Additional Insured Status. The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the DHHS including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the DHHS's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

(ii) Primary Coverage. For any claims related to this Agreement, DHHS's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the DHHS's insurance and shall not contribute with it.

(iii) Notice of Cancellation. Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

(iv) Waiver of Subrogation. DHHS hereby grants to County a waiver of any right to subrogation which any insurer of said DHHS may acquire against the County by virtue of the payment of any loss under such insurance. DHHS agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

(v) Self-Insured Retentions. Self-insured retentions must be declared to and approved by the County. The County may require the DHHS to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.

(vi) Acceptability of Insurers. Insurance is to be placed with insurers authorized to conduct business in the State of California with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the County.

(vii) Claims Made Policies. If any of the required policies provide coverage on a claims-made basis:

(a) The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work;

(b) Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the Services; and

(c) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, DHHS must purchase "extended reporting" coverage for a minimum of five (5) years after completion of the Services.

2. Verification of Coverage. DHHS shall furnish the County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to County before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the DHHS's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

3. Subcontractors. DHHS shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and DHHS shall ensure that County is an additional insured on insurance required from subcontractors.

4. Failure to Maintain Coverage. DHHS agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to County. County shall have the right to withhold any payment due DHHS until DHHS has fully complied with the insurance provisions of this Agreement. In the event that DHHS's operations are suspended for failure to maintain required insurance coverage, DHHS shall not be entitled to an extension of time for completion of the work because of production lost during suspension.

5. Safety. DHHS shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its work under this Agreement, DHHS shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to:

(i) Adequate life protection and lifesaving equipment and procedures;

(ii) Instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and

(iii) Adequate facilities for the proper inspection and maintenance of all safety measures.

13. Professional Services.

A. All work performed under this Agreement shall be performed and completed in a professional manner. All services shall be performed in the manner and according to the professional standards observed by a competent practitioner of the profession in which DHHS and any subcontractors are engaged.

B. DHHS represents and warrants that it is professionally qualified to perform the Services described herein; acknowledges that County is relying upon DHHS's qualifications to perform these Services in a professional manner; and agrees that County's full or partial acceptance of any work does not release DHHS from its obligation to perform the Services in accordance with this Agreement unless County expressly agrees otherwise in writing.

C. DHHS shall not be considered to be in default because of any nonperformance caused by occurrences beyond its reasonable control. The compensation specified in this Agreement may be reduced to account for such nonperformance.

14. Responsibility of DHHS.

A. DHHS shall be solely responsible for the quality and accuracy of its work and the work of its subcontractors performed in connection with this Agreement. Any review, approval, or concurrence therewith by the County shall not be deemed to constitute acceptance or waiver by the County of any error or omission as to such work.

B. DHHS shall coordinate the activities of all subcontractors and is responsible to ensure that all work product is consistent with one another to produce a unified, workable, and acceptable whole functional product. County shall promptly notify DHHS of any defect in DHHS's performance.

C. The Services shall be performed by DHHS or under its supervision. Any additional personnel performing the Services under this Agreement on behalf of DHHS shall at all times be under DHHS's exclusive direction and control. DHHS shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. DHHS shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

15. Audit. The following audit requirements apply from the effective date of this Agreement until three years after County's final payment:

A. DHHS shall allow County's authorized representatives reasonable access during normal business hours to inspect, audit, and copy DHHS's records as needed to evaluate and verify any invoices, payments, and claims that DHHS submits to County or that any payee of DHHS submits to DHHS in connection with this Agreement. 'Records' includes, but is not limited to, correspondence, accounting

records, subcontractor files, change order files, and any other supporting evidence relevant to the invoices, payments, or claims.

B. County and DHHS shall be subject to the examination and audit of the State Auditor, at the request of County or as part of any audit of County. Such examinations and audits shall be confined to matters connected with the performance of this Agreement including but not limited to administration costs.

This section shall survive the expiration or termination of this Agreement.

16. Ownership of Materials and Confidentiality.

A. Documents & Data; Licensing of Intellectual Property. This Agreement creates an exclusive and perpetual license for County to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, materials, data and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer media, which are prepared or caused to be prepared by DHHS under this Agreement ("Documents & Data"). DHHS shall require all subcontractors to agree in writing that County is granted an exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. DHHS represents and warrants that DHHS has the legal right to grant the exclusive and perpetual license for all such Documents & Data. DHHS makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than DHHS or provided to DHHS by County. County shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at County's sole risk.

B. Intellectual Property. In addition, County shall have and retain all right, title and interest (including copyright, patent, trade secret and other proprietary rights) in all plans, specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, enhancements, documents, and any and all works of authorship fixed in any tangible medium or expression, including but not limited to, physical drawings or other data magnetically or otherwise recorded on computer media ("Intellectual Property") prepared or developed by or on behalf of DHHS under this Agreement as well as any other such Intellectual Property prepared or developed by or on behalf of DHHS under this Agreement. County shall have and retain all right, title and interest in Intellectual Property developed or modified under this Agreement whether or not paid for wholly or in part by County, whether or not developed in conjunction with DHHS, and whether or not developed by DHHS. DHHS will execute separate written assignments of any and all rights to the above referenced Intellectual Property upon request of County. DHHS shall also be responsible to obtain in writing separate written assignments from any subcontractors or agents of DHHS of any and all right to the above referenced Intellectual Property. Should DHHS, either during or following termination of this Agreement, desire to use any of the above-referenced Intellectual Property, it shall first obtain the written approval of County. All materials and documents which were developed or prepared by the DHHS for general use prior to the execution of this Agreement and which are not the copyright of any other party or publicly available and any other computer applications, shall continue to be the property of the DHHS. However, unless otherwise identified and stated prior to execution of this Agreement, DHHS represents and warrants that it has the right to grant the exclusive and perpetual license for all such Intellectual Property as provided herein. County further is granted by DHHS a non-exclusive and perpetual license to copy, use,

modify or sub-license any and all Intellectual Property otherwise owned by DHHS which is the basis or foundation for any derivative, collective, insurrectional, or supplemental work created under this Agreement.

C. Confidentiality. Except as otherwise required by law, all ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to DHHS in connection with the performance of this Agreement shall be held confidential by DHHS. Such materials shall not, without the prior written consent of County, be used by DHHS for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to DHHS which is otherwise known to DHHS or is generally known, or has become known, to the related industry shall be deemed confidential. DHHS shall not use County's name or insignia, photographs of the Services, or any publicity pertaining to the Services in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of County. Should DHHS receive a subpoena or court order related to this Agreement or Services, DHHS shall immediately provide written notice of the subpoena or court order to County in order to allow County to pursue legal remedies designed to limit any confidential information required to be disclosed or to assure the confidential treatment of the information following disclosure. DHHS shall not respond to any such subpoena or court order until notice to the County is provided as required herein and shall cooperate with the County in responding to the subpoena or court order.

D. Infringement Indemnification. DHHS shall defend, indemnify and hold County, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use by County of the Documents & Data, including any method, process, product, or concept specified or depicted.

17. Compliance with Law. DHHS shall comply with all applicable federal, state, and local statutes, ordinances, regulations, rules, and orders, including but not limited to those concerning equal opportunity and non-discrimination.

18. Prevailing Wages.

A. DHHS certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services hereunder are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, DHHS agrees to fully comply with and to require its subcontractors to fully comply with such Prevailing Wage Laws, to the extent that such laws apply. If applicable, County will maintain the general prevailing rate of per diem wages and other information set forth in Labor Code section 1773 at its principal office and will make this information available to any interested party upon request. DHHS shall defend, indemnify and hold the County, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any failure or alleged failure of the DHHS or its subcontractors to comply with the Prevailing Wage Laws. Without limiting the generality of the foregoing, DHHS specifically acknowledges that County has not affirmatively represented to DHHS in writing, in the call for bids, or otherwise, that the work to be covered by the bid or contract was

not a "public work." To the fullest extent permitted by law, DHHS hereby specifically waives and agrees not to assert, in any manner, any past, present, or future claim for indemnification under Labor Code section 1781.

B. DHHS acknowledges the requirements of Labor Code sections 1725.5 and 1771.1 which provide that no DHHS or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 (with limited exceptions from this requirement for bid purposes only under Labor Codes section 1771.1(a)).

C. DHHS acknowledges that no contractor or subcontractor may be awarded a contract for public works on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

D. If the Services are being performed as part of the applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, DHHS acknowledges that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

19. Equal Opportunity Employment. DHHS represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. DHHS shall also comply with all relevant provisions of any minority business enterprise program, affirmative action plan or other related programs or guidelines currently in effect or hereinafter enacted.

20. Labor Certification. By its signature hereunder, DHHS certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

21. Conflict with Laws or Regulations/Severability.

A. This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases, the remainder of the Agreement shall continue in full force and effect.

B. DHHS shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Services, including all Cal/OSHA requirements, and shall give all notices required by law. DHHS shall be liable for all violations of such laws and regulations in connection with Services. If DHHS performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to County, DHHS shall be solely responsible for all costs arising therefrom. DHHS shall defend, indemnify and hold County, its officials, officers, employees

and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

22. Termination. Either party shall have the right to terminate this Agreement at any time for any reason upon thirty (30) days advance written notice to the other party. Agreements exceeding the annual monetary limits delegated to the Purchasing Agent (currently $50,000.00), or any authorized deputy, are not valid unless specifically authorized by the Board of Supervisors. If this Agreement was executed for the County by the Purchasing Agent under the general delegation set forth in section 4.004.030 of the Glenn County Code, this Agreement shall automatically terminate on the date that the provision of services or personal property or incurring of expenses, the cumulative total of which, exceeds fifty-thousand dollars ($50,000). If this Agreement was executed by an authorized assistant or deputy Purchasing Agent under the general delegation set forth in section 4.004.030 of the Glenn County Code, this Agreement shall automatically terminate on the date that the provision of services or personal property or incurring of expenses, the cumulative total of which, exceeds the amount delegated to that assistant or deputy by the County Purchasing Agent.

23. Subcontracting and Assignment. DHHS shall not subcontract or assign any portion of the work to be performed under this Agreement without the prior written consent of County. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

24. No Third-Party Beneficiaries. There are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

25. Prohibited Interests. DHHS maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for DHHS, to solicit or secure this Agreement. Further, DHHS warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for DHHS, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, County shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of County, during the term of his or her service with County, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

26. Employment Adverse to County. DHHS shall notify County, and shall obtain County's written consent, prior to accepting work to assist with or participate in a third-party lawsuit or other legal or administrative proceeding against County during the term of this Agreement.

27. Conflict of Employment. Employment by DHHS of personnel currently on the payroll of County shall not be permitted in the performance of this Agreement, even though such employment may occur outside of the employee's regular working hours or on weekends, holidays or vacation time. Further, the employment by DHHS of personnel who have been on County's payroll within one year prior to the date of execution of this Agreement, where this employment is caused by and or dependent upon DHHS securing this or related Agreements with County, is prohibited.

28. Waivers. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

29. Amendments. Any amendments to this Agreement shall be in writing and executed by both parties.

30. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties.

31. Jurisdiction. This Agreement shall be administered and interpreted under the laws of the State of California and any action brought hereunder shall be brought in the Superior Court in and for the County of Glenn.

32. Time of Essence. Time is of the essence for each and every provision of this Agreement.

33. Cooperation; Further Acts. The parties shall fully cooperate with one another and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

34. Provisions Required by Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though it were included. If through mistake or otherwise, any provision is not inserted or is not correctly inserted, then upon application of either party, the Agreement shall be amended to make the insertion or correction. All references to statutes and regulations shall include all amendments, replacements, and enactments in the subject which are in effect as of the date of this Agreement, and any later changes which do not materially and substantially alter the positions of the parties.

35. Entire Agreement. This Agreement constitutes the entire Agreement between the parties for the provision of services to County by DHHS and supersedes all prior oral and written agreements and communications.

36. Construction. This Agreement reflects the contributions of both parties and accordingly the provisions of Civil Code section 1654 shall not apply in interpreting this Agreement.

37. Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification and confidentiality obligations, and the obligations related to receipt of subpoenas or court orders, shall survive any such expiration or termination.

38. Authority to Enter Agreement. DHHS has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. DHHS warrants that the individual who has signed this Agreement has the legal power, right, and authority to make this Agreement and bind the DHHS.

39. Counterparts/Electronic, Facsimile, and PDF Signatures. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic

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signatures of the Parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

COUNTY OF GLENN

By: _____
Scott De Moss,
Glenn County Administrative Officer

CONTRACTOR/COLUSA COUNTY DHHS

By: _____
Wendy G. Tyler,
Colusa County Administrative Officer

COUNTY OF GLENN

By: _____
Christine Zoppi, Director

APPROVED AS TO FORM:

By: _____
County Counsel, Glenn County

COMMUNITY ACTION DEPARTMENT:
Approved by Admin Manager _____
Approved by Fiscal Manager ____
Approved by Sr. CAD Manager _____

Exhibits:
Exhibit A – Scope of Work
Exhibit B – Fee Schedule

C23-001

EXHIBIT A – SCOPE OF WORK

Colusa County will implement the CMSP LICN program in three (3) Phases across the grant term, each of which will include quarterly meetings (following startup) to complete reporting, facilitate feedback, incorporate improvements, and strengthen partnerships. A six (6) month onboarding period will begin from Phase I. Colusa County will emphasize collaboration and formative planning and development throughout all project phases to ensure solid program implementation from beginning to end.

Colusa County DHHS will:

1. Hire a 1.0 FTE Colusa County Department of Health & Human Services (DHHS) Access Housing Coordinator (AHC) to assist in aligning regional resources by assisting in the development and maintenance of solid partnerships with County Partners, including Colusa County Homeless Continuum of Care (CCCoC), the Housing Authority (HA), other governmental agencies, service providers, and housing developers.
2. Support the strategic direction of the countywide supportive housing system, including permanent supportive housing, rapid rehousing, homeless prevention, Regional Housing, emergency shelter, and transitional housing programs.
3. Supervise the DHHS Housing Case Managers (HCM).
4. Assist the convene/facilitate multisector Colusa Connections (CC) service/access meetings and manage identified action plans.
5. Coordinate with Community Health Worker / Promotor CHW/P Program Coordinator on the implementation of multisector service access action plans
6. Coordinate with Community Action Department (CAD) for implementation and evaluation activities.
7. Develop protocols for patient navigation for housing and enabling services.
8. Work closely with the CAD Administrative and Program Coordinator to assume Colusa Connections (CC) project management duties after year 1.
9. They will facilitate cross-sector and interdisciplinary collaboration to streamline services, minimize silos, increase service utilization, improve patient awareness of/access to resources, and establish effective data/fund management as the first step toward sustainability.
10. Collaboration with housing partners to streamline funds and resources under one unit, provide multiple access points and universal resource training, eliminate duplicate housing efforts, and improve fund management and efficiency.
11. The DHHS AHC will also assist the Housing Manager with tracking public policy regarding housing services and resources.
12. The DHHS AHC will either submit proposals with Colusa County (as the applicant) or through similar allied community agencies.
13. The DHHS AHC will leverage Colusa County's in-kind Housing Manager, who will be responsible for administration and financial management. Increase service integration and quality assurance, streamline access processes, manage housing program funds, assist with identifying and implementing housing resources, and improve relevant policies, procedures, and communications.
14. Colusa County DHHS will identify our focus population through housing services and managed care providers. The newly formed Housing and Homeless unit will identify Persons Experiencing Homelessness (PEH) and persons at risk of homelessness. The team will comprise a Housing Manager, an Access and Housing Coordinator, and at least two (2) Housing Case Managers. In collaboration with Community Healthcare Workers/Promotors de Salud (CHWs/Ps), who will work

under a partner nonprofit, the Housing Case Managers will focus on facilitating housing assistance. The CHWs/Ps will work with the Housing Case Managers (to be hired by DHHS) to address Social Determinants of Health (SDoH), transportation, care coordination, and other unmet needs.

15. Colusa County will acquire an unmarked seven-passenger vehicle to provide local (and sometimes regional) transportation assistance and linkage to services. The passenger vehicle will be operated by CHWs/Ps to discreetly pick up/transport clients to healthcare and other appointments not available via telehealth. Colusa DHHS will partner with Colusa County Transit, a dial-a-ride system to transport clients to out-of-county medical appointments, including Chico, Davis, Lincoln, Marysville, Oroville, Roseville, Sacramento, Willows, Woodland, and Yuba County.
16. DHHS will assist individuals with complex health and BH conditions by identifying through:
    1. Managed care providers who utilize an Enhanced Care Management (ECM) process.
    2. Medical entity (hospital/ clinic) referrals.
    3. Community-Based Organizations (CBOs), such as law enforcement, adult protective services, and adult educational programs connected with CHWs/Ps.
17. Colusa County DHHS will also staff services to serve persons of color, low-income residents, and those with limited English language capabilities.
18. Colusa County DHHS will further engage our focus population through the Ministerial Association of Colusa County (MACC) local food distribution events, held at least four (4) days per month throughout the area to promote services in Colusa County. CHWs/Ps will initially attend the first three (3) events to conduct patient outreach/education for program services, then phase out their participation once per month.
19. Colusa County will renovate existing spaces into community-based hubs capable of providing patients with bilingual health information, referrals, and counseling services on a scheduled basis. Possible renovation spaces include Colusa One-Stop, Safe Haven Wellness, and Recovery, a local nonprofit access site (MACC), or other local clinics/hospitals. Additionally, all renovations will be superficial and comprise only activities needed to transform the spaces into tranquil environments with trauma-informed designs, including improved paint and furnishings. This partnership will allow the use of the areas to conduct CHW/P services.

Phase I – Onboarding (Year 1) will be focused on onboarding and building the Housing and Homeless Unit, by which the Access and Housing Coordinator (AHC) will help develop the proposed Colusa Connections program to increase access to housing, BH, and health services.
Activities will include:

1. Completing partner agreements/contracts.
2. Recruiting, hiring, training, equipping, and onboarding program staff (one [1] FTE DHHS Access and Housing Coordinator.
3. Collaboratively implement data management software that meets HIPAA standards.
4. Collaboratively build a data tracking system for intakes, referral tracking, and discharge (ROI).
5. Data entry to the data management software.
6. Support the established transportation procedures.
7. Collaborate with key partners on Community Health Worker / Promotores de Salud (CHW/P) roles within their respective organizations.
8. Promote the project through the Executive Champion and Project Sponsor.

Phase II – Initial Pilot (Year 2) will focus on the Plan, Do, Study, Act (PDSA) cycle continuation, full implementation, and sustainability plan development.

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Tasks to be conducted will include:

1. Support the implement the transportation program.
2. Strategize on developing and printing communication/outreach materials.
3. Collect patient data.
4. Analyze data systems, make adjustments to data collections, and additional training.
5. Report and analyze data monthly during the pilot phase.
6. Test and manage key partner collaborations.
7. Identify areas for needed adjustments/making adjustments using the PDSA model.
8. Distribute and replenish outreach materials.
9. Continue Phase I activities b, f, e, i, and j for six months.
10. Test Model assumptions using the PDSA (Plan, Do. Study, Act) quality improvement cycle.

Phase III Sustainability (Year 3) will commence from months 13 to the end of the grant period, with PDSA adjustment continuing as part of the review cycle. Focus on service delivery, continuous improvement, and model adoption as a core service with new revenue-streams.

Activities will include:

1. Continue to provide support to access the CHW/P services.
2. Continue to provide support to access link the transportation services and mobile telehealth access.
3. Continue data collection and analysis.
4. Continue monthly reporting and sharing of data with partners.
5. Continue program evaluation and monitoring and analyzing metrics.
6. Identifying areas for adjustment/making adjustments.
7. Add new location(s) for CHW/P access points.

Once Phase III is fully operational after approximately 12 months, efforts will be directed toward the sustainability plan to identify alternative funding sources and key programmatic components, including (a) CHW services; (b) telehealth services; (c) data collection and analysis; and (d) reporting and sharing findings; program evaluation and quality assurance.

CAD can adjust the project activities to meet the grant objectives.

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Exhibit B – Fee Schedule

Year 1 107,592
Year 2 110,280
Year 3 113,040

DHHS will provide .5 FTE of a Housing Manger as in-kind ($65,000) for year 1, year 2, and year 3. In addition to a .02 FTE Program Manager II ($7,000) for year 1, year 2, and year 3.

C25-173

FIRST AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT

THE INDEPENDENT CONTRACTOR AGREEMENT ("Agreement"), a copy of which is attached hereto as Attachment 1 and incorporated herein by this reference, by and between Colusa County Department of Health and Human Services, a political subdivision of the State of California ("Contractor") and Glenn County Community Action Department ("County") is hereby amended as follows

For valuable consideration, including their mutual promises, receipt of which is hereby acknowledged, the parties agree as follows

Paragraph 2 of the agreement is deleted in its entirety and replaced with the following effective the date this amendment is last signed

> *2 Term Services under this Agreement shall commence on July 1, 2022, and shall continue until June 30, 2026, or until the agreement is terminated by either party in accordance with the provisions of this Agreement*

Paragraph 3, subdivision C of the agreement is deleted in its entirety and replaced with the following effective the date this amendment is last signed:

> *C The total compensation payable under this Agreement, inclusive of all expenses, shall not exceed one hundred seven thousand five hundred ninety-two dollars ($107,592.00) for fiscal year 22-23, one hundred ten thousand two hundred eighty dollars ($110,280.00) for fiscal year 23-24, and a total of one hundred thirty-two thousand dollars ($132,000 00) for fiscal years 24-26. The County shall make no payment to DHHS in any greater amount for any extra, further, or additional services, unless such services and payment therefore have been mutually agreed to and this Agreement has been formally amended in accordance with the provisions of this Agreement All other terms and conditions of the Agreement shall remain in full force and effect*

In the event of any conflict or inconsistency between the provisions of this amendment and the Agreement, it shall be resolved such that the provisions of this amendment shall control in all respects

SIGNATURES APPEAR ON THE NEXT PAGE

C25-173

COUNTY OF GLENN

By _____
Scott H De Moss
County Administrative Officer
Glenn County, California

By _____
Laura Hawkins, Director
Glenn County Community Action Department

APPROVED AS TO FORM:

By _____
Office of the County Counsel, Glenn County

COMMUNITY ACTION DEPARTMENT:
Approved by Admin Manager: _____
Approved by Fiscal Manager _____
Approved by Program Manager _____

COUNTY OF COLUSA

By _____
Wendy Tyler, County Administrative Officer
Colusa County, California

By _____
Richard Stout, County Counsel
Colusa County, California

Colusa County

Agenda Request Form

Item ID#: 2025-178 **Agenda Date:** 12/16/2025 **Item 28**

HEALTH AND HUMAN SERVICES

Approve the Agreement with **California Department of Public Health** to strengthen the capacity of local public health departments to mitigate the spread of infectious diseases.

Detailed Description/Background of Request
The County of Colusa was awarded federal funds by the California Department of Public Health (CDPH), Sexually Transmitted Diseases (STD) Control Branch, to expand the Disease Intervention Specialist (DIS) workforce. The purpose of these funds is to implement key strategies for Sexually Transmitted Infections (STIs), Human Immunodeficiency Virus (HIV), Hepatitis C Virus (HCV), mpox, and other infectious disease prevention and control by increasing capacity to conduct disease investigation (case investigation and contact tracing), linkage to prevention and treatment, case management and oversight, and outbreak response for STIs, HIV, HCV, mpox, and other infectious diseases. The grant funds are to be used to expand, train, and sustain a response-ready DIS workforce in local health jurisdictions.

Colusa County's annual award is $102,475, with the term of the grant from July 1, 2025, through June 30, 2030. The maximum amount payable under this grant agreement shall not exceed $461,138.

Prior Board Action
C20-070

Fiscal Impact/Funding Source
Revenue in the amount of $461,138 to Health and Human Services Fund.

Action for the Clerk
Please forward the following documents by email to Kaela Beckley at Kaela.Beckley@countyofcolusaca.gov. Please cc Kirill Obraztsov.

- Signed agreement (CDPH 1229) signature page only.
- A copy of the Board Order authorizing execution of the agreement.
- California Civil Rights Laws Attachment (DGS OLS 04)
- Contractor Certification Clause (CCC 042017)

Attachments:

1. Colusa - DIS Workforce Development Grant Agreement Packet
2. DIS Workforce Development Grant_Award Letter
3. Colusa - DGS OLS 04
4. Colusa - CCC 042017

CALIFORNIA SEXUALLY TRANSMITTED DISEASES BRANCH
STD Program Management

Awarded By

THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, hereinafter "Department"

TO

County of Colusa, hereinafter "Grantee"

"Disease Intervention Specialist (DIS) Workforce Development," hereinafter "Project"

GRANT AGREEMENT NUMBER 25-10587

The Department awards this Grant, and the Grantee accepts and agrees to use the Grant funds as follows:

AUTHORITY: The Department has authority to grant funds for the Project under Health and Safety Code, Section 131085(a).

PURPOSE: The Department shall award this Grant Agreement to and for the benefit of the Grantee; the purpose of the Disease Intervention Specialist (DIS) Workforce Development grant is to develop, expand, train, and sustain the disease investigation and intervention workforce and address jurisdictional prevention and response needs for human immunodeficiency virus (HIV), sexually transmitted infections (STIs), hepatitis C virus (HCV), and mpox. **The funding is intended to scale prevention, increase capacity to conduct disease investigation, ensure appropriate treatment, link people to care and ongoing case management, monitor disease trends and rapidly respond to changes in disease trends and outbreaks of STIs, HIV, HCV, and mpox.**

STI prevention is HIV prevention. People with STIs are at an increase risk for acquiring and transmitting HIV. CDC states in the STI Treatment Guidelines that "diagnosis of an STI is a biomarker for HIV acquisition, especially among persons with primary or secondary syphilis or, among MSM individuals with rectal gonorrhea or chlamydia." Data shows men who have sex with men (MSM) diagnosed with rectal gonorrhea and early syphilis were at the greatest risk of being diagnosed with HIV infection post-STI diagnosis and that these individuals should be prioritized for more intensive prevention interventions, including PrEP (Katz et al, 2016). Hence, identifying, treating and preventing STIs has a clear link to preventing HIV infection.

Additionally, HIV, STIs, HCV, and mpox have shared populations at risk, including MSM due to similar transmission mechanisms including sexual activity. In California, STI and HIV rates are particularly high among vulnerable populations already at elevated risk for HIV, including gay, bisexual, and other MSM, transgender and non-binary individuals, BIPOC communities, people who use drugs, and people experiencing homelessness or incarceration. Recent data also indicates STI rates are significantly higher - up to 39% (Williams & Bryant, 2018) and the CDC reports an increased HIV burden among people experiencing homelessness. Additionally, a composite literature review of STI prevalence in homeless adults identified HCV as the highest reported prevalence, at 52% among older men experiencing homelessness (Williams & Bryant, 2018).

According to HHS Guidelines: Both HIV and HCV can be transmitted by percutaneous exposure to blood or blood products, sexual intercourse, and perinatal transmission; however, the relative efficiency of transmission by these routes varies substantially. HCV transmission via injection drug use remains the most common mode of acquisition in the United States. The prevalence of HCV infection among people with HIV is distributed in the following subgroups: people who inject drugs (82.4%), men who have sex with men (MSM, 6.4%). In the United States, it is estimated that 62% to 80% of people who inject drugs and have HIV also have HCV infection. Estimates of HCV/HIV coinfection in the United States have been cited as 21% but have ranged from 6% to 30% with high variability based on the distribution of HIV transmission risk factors.

The potential for rapid spread of HIV among this population of PWID was realized during a 2015 outbreak in rural Scott County, Indiana. In January 2015, disease intervention specialists reported 11 new cases of confirmed HIV infection epidemiologically linked through injection drug use; by comparison, only 5 HIV infections had been diagnosed in this county in the prior 10 years (2004–2013). By November 2015, 181 new cases of HIV had been diagnosed; 92% of infected persons were coinfected with HCV. In this outbreak among PWID, HCV infection typically preceded HIV infection, representing an important opportunity for HIV prevention. HCV among PWID is often an indicator of syringe-sharing, which also increases HIV risk. Empirical evidence and program evaluation data in California has shown that offering HCV testing increases acceptability and utilization of HIV testing among PWID.

Finally, people who are living with or are at risk for HIV are disproportionately impacted by mpox. Mitigation of mpox severity and transmission through vaccination is a core priority in California since approximately 40% of mpox cases in California in 2023 were among people with HIV. People with HIV, particularly those with a low CD4 cell count or those not receiving antiretroviral therapy, are at higher risk for severe mpox and even death.

Evidence for increasing STI, HCV and mpox incidence and prevalence in HIV-negative men seen in HIV PrEP clinics has also led to current recommendations to monitor for STIs, HCV and mpox as part of PrEP care. For this reason, it is critical that HIV prevention funds also incorporate these preventive services.

The syndemic of HIV, STIs, HCV and mpox from sexual and/or bloodborne transmission highlights the need for a syndemic approach to risk reduction. Given this context, LHJ disease investigators, epidemiologists, clinicians, and other program and grant managers play a critical role in identifying and responding to cases of HIV, STIs, HCV, and mpox, as well as reaching their partners. This work is essential for identifying those at greatest risk for HIV for expanding prevention, conducting investigations, monitoring disease trends, ensuring treatment, linking individuals and their partners to care and prevention are vital strategies for controlling the spread of HIV, STIs, HCV and mpox in California.

GRANT AMOUNT: The maximum amount payable under this Grant Agreement shall not exceed the amount of $461,138.00.

TERM OF GRANT AGREEMENT: The term of the Grant shall begin on July 01, 2025, and terminates on June 30, 2030. No funds may be requested or invoiced for services performed or costs incurred after June 30, 2030.

PROJECT REPRESENTATIVES. The Project Representatives during the term of this Grant will be:

California Department of Public Health	**Grantee: County of Colusa**
Name: Alexia McGonagle, Assistant Branch Chief, STD Control Branch	Name: Abigale Henderson, Deputy Director of Health and Human Services
Address: P.O. Box 997377, MS 7320	Address: 251 E. Webster St.
City, ZIP: Sacramento, CA 95899-7377	City, ZIP: Colusa, CA 95932
Phone: (279) 667-2164	Phone: (530) 458-0380
E-mail: Alexia.McGonagle@cdph.ca.gov	E-mail: Abigale.Henderson@countyofcolusaca.gov

Direct all inquiries to the following representatives:

California Department of Public Health, STD Control Branch	**Grantee: County of Colusa**
Attention: Adriana Cervantes, Grant Manager	Attention: Kaela Beckley, Nursing Supervisor
Address: P.O. Box 997377, MS 7320	Address: 251 E. Webster St.
City, ZIP: Sacramento, CA 95899-7377	City, ZIP: Colusa, CA 95932
Phone: (279) 667-1464	Phone: (530) 458-0380
E-mail: Adriana.Cervantes@cdph.ca.gov	E-mail: Kaela.Beckley@countyofcolusaca.gov

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

Remittance Address
Grantee: County of Colusa
Attention: Christine Fusaro
Address: 251 E. Webster St.
City, ZIP: Colusa, CA 95932
Phone: (530) 458-0870
E-mail: Christine.Fusaro@countyofcolusaca.gov

Either party may make changes to the Project Representatives, or remittance address, by giving a written notice to the other party, said changes shall not require an amendment to this agreement but must be maintained as supporting documentation. Note: Remittance address changes will require the Grantee to submit a completed CDPH 9083 Governmental Entity Taxpayer ID Form or STD 204 Payee Data Record Form and the STD 205 Payee Data Supplement which can be requested through the CDPH Project Representatives for processing.

STANDARD GRANT PROVISIONS. The Grantee must adhere to all Exhibits listed and any subsequent revisions. The following Exhibits are attached hereto or attached by reference and made a part of this Grant Agreement:

Exhibit A AWARD LETTER, FUNDING ALLOCATIONS/ALLOCATION PROCESS

Note: Once the Grant Agreement has been fully executed, requests for modifications/changes thereafter to the existing Exhibit A and/or Exhibit A, Attachment 1, do not require a formal amendment but must be agreed to in writing by both parties. The CDPH/Grantee Project Representatives are responsible for keeping records of approved modifications/changes. Such modifications/changes must be made at least 30 days prior to implementation. A formal written amendment is required when there is an increase or decrease in funding or a change in the term of the agreement.

Exhibit B BUDGET DETAIL AND PAYMENT PROVISIONS

Exhibit C STANDARD GRANT CONDITIONS

Exhibit D ADDITIONAL PROVISIONS

Exhibit E STD LOCAL ASSISTANCE FUNDS – STANDARDS AND PROCEDURES

Exhibit F INFORMATION PRIVACY AND SECURITY REQUIREMENTS

GRANTEE REPRESENTATIONS: The Grantee(s) accept all terms, provisions, and conditions of this grant, including those stated in the Exhibits incorporated by reference above. The Grantee(s) shall fulfill all assurances and commitments made in the application, declarations, other accompanying documents, and written communications (e.g., e-mail, correspondence) filed in support of the request for grant funding. The Grantee(s) shall comply with and require its subgrantee's to comply with all applicable laws, policies, and regulations.

GRANT EXECUTION. Unless otherwise prohibited by law or Grantees policy, the parties agree that an electronic copy of a signed Grant agreement, or an electronically signed Grant agreement, has the same force and legal effect as a Grant agreement executed with an original ink signature. The term "electronic copy of a signed Grant" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed Grant in a portable document format. The term "electronically signed Grant" means a grant agreement that is executed by applying an electronic signature using technology approved by the Grantee.

IN WITNESS THEREOF, the parties have executed this Grant on the dates set forth below.

Executed By:

Date: _____

Daurice Smith
Board of Supervisor Chair
County of Colusa
547 Market St.
Colusa, CA 95932

Date: _____

Javier Sandoval, Chief
Contracts Management Unit
California Department of Public Health
1616 Capitol Avenue, Suite 74.262
P.O. Box 997377, MS 1800-1804
Sacramento, CA 95899-7377

Exhibit A
Funding Allocation Process
Disease Intervention Specialist (DIS) Workforce Development Grant

The California Department of Public Health (CDPH), Sexually Transmitted Disease Control Branch (STDCB) will allocate approximately $83,921,550 dollars in State local assistance funds through the Disease Intervention Specialist (DIS) Workforce Development Grant, funded by the AIDS Drug Assistance Program Rebate Fund. This Grant is to fund local disease intervention specialists supporting current or eligible services and programs as per Sections 120956 and 120972.2 of the Health and Safety Code. This Grant is set to begin on July 01, 2025, and end on June 30, 2030.

The Grantee will use this funding to develop, expand, train, and sustain the disease investigation and intervention workforce and address jurisdictional prevention and response needs for human immunodeficiency virus (HIV), sexually transmitted infections (STIs), hepatitis C virus (HCV), and mpox. **The funding is intended to scale prevention, increase capacity to conduct disease investigation, ensure appropriate treatment, link people to care and ongoing case management, monitor disease trends and rapidly respond to changes in disease trends and outbreaks of STIs, HIV, HCV, and mpox.**

STI prevention is HIV prevention. People with STIs are at an increase risk for acquiring and transmitting HIV. CDC states in the STI Treatment Guidelines that "diagnosis of an STI is a biomarker for HIV acquisition, especially among persons with primary or secondary syphilis or, among MSM individuals with rectal gonorrhea or chlamydia." Data shows men who have sex with men (MSM) diagnosed with rectal gonorrhea and early syphilis were at the greatest risk of being diagnosed with HIV infection post-STI diagnosis and that these individuals should be prioritized for more intensive prevention interventions, including PrEP (Katz et al, 2016). Hence, identifying, treating and preventing STIs has a clear link to preventing HIV infection.

Additionally, HIV, STIs, HCV, and mpox have shared populations at risk, including MSM due to similar transmission mechanisms including sexual activity. In California, STI and HIV rates are particularly high among vulnerable populations already at elevated risk for HIV, including gay, bisexual, and other MSM, transgender and non-binary individuals, BIPOC communities, people who use drugs, and people experiencing homelessness or incarceration. Recent data also indicates STI rates are significantly higher - up to 39% (Williams & Bryant, 2018) and the CDC reports an increased HIV burden among people experiencing homelessness. Additionally, a composite literature review of STI prevalence in homeless adults identified HCV as the highest reported prevalence, at 52% among older men experiencing homelessness (Williams & Bryant, 2018).

According to HHS Guidelines: Both HIV and HCV can be transmitted by percutaneous exposure to blood or blood products, sexual intercourse, and perinatal transmission; however, the relative efficiency of transmission by these routes varies substantially. HCV transmission via injection drug use remains the most common mode of acquisition in the United States. The prevalence of HCV infection among people with HIV is distributed in the following subgroups: people who inject drugs (82.4%), men who have sex with men (MSM, 6.4%). In the United States, it is estimated that 62% to 80%

of people who inject drugs and have HIV also have HCV infection. Estimates of HCV/HIV coinfection in the United States have been cited as 21% but have ranged from 6% to 30% with high variability based on the distribution of HIV transmission risk factors.

The potential for rapid spread of HIV among this population of PWID was realized during a 2015 outbreak in rural Scott County, Indiana. In January 2015, disease intervention specialists reported 11 new cases of confirmed HIV infection epidemiologically linked through injection drug use; by comparison, only 5 HIV infections had been diagnosed in this county in the prior 10 years (2004–2013). By November 2015, 181 new cases of HIV had been diagnosed; 92% of infected persons were coinfected with HCV. In this outbreak among PWID, HCV infection typically preceded HIV infection, representing an important opportunity for HIV prevention. HCV among PWID is often an indicator of syringe-sharing, which also increases HIV risk. Empirical evidence and program evaluation data in California has shown that offering HCV testing increases acceptability and utilization of HIV testing among PWID.

Finally, people who are living with or are at risk for HIV are disproportionately impacted by mpox. Mitigation of mpox severity and transmission through vaccination is a core priority in California since approximately 40% of mpox cases in California in 2023 were among people with HIV. People with HIV, particularly those with a low CD4 cell count or those not receiving antiretroviral therapy, are at higher risk for severe mpox and even death.

Evidence for increasing STI, HCV and mpox incidence and prevalence in HIV-negative men seen in HIV PrEP clinics has also led to current recommendations to monitor for STIs, HCV and mpox as part of PrEP care. For this reason, it is critical that HIV prevention funds also incorporate these preventive services.

The syndemic of HIV, STIs, HCV and mpox from sexual and/or bloodborne transmission highlights the need for a syndemic approach to risk reduction. Given this context, LHJ disease investigators, epidemiologists, clinicians, and other program and grant managers play a critical role in identifying and responding to cases of HIV, STIs, HCV, and mpox, as well as reaching their partners. This work is essential for identifying those at greatest risk for HIV for expanding prevention, conducting investigations, monitoring disease trends, ensuring treatment, linking individuals and their partners to care and prevention are vital strategies for controlling the spread of HIV, STIs, HCV and mpox in California.

Funding will be allocated to sixty-one (61) local health jurisdictions (LHJ).

CDPH/STDCB included the following factors in the allocation model:

- These funds will maintain the disease intervention specialist workforce across 61 LHJs and ensure the continuation of essential services to prevent and control HIV, STIs, HCV, and mpox.

- The original 2021 cycle of grant funds were allocated to LHJs using the United States Census Community Resilience Estimates (details about what is included is available) or the Social Vulnerability Index. CDPH/STDCB used the Community Resilience Estimates since that is what CDC used to distribute the funds to states. There is an expectation that the most vulnerable communities will be supported, rather than focusing on morbidity.
- This information was presented, and approval was provided by the California Conference of Local Health Officers and County Health Executives Association of California.
- Local deliverables with these funds will include activities related to expanded access to HIV/STI/HCV/mpox screening, testing, prevention services and materials for at risk populations. Activities should include increasing awareness and access to HIV/STI/HCV/mpox services, monitoring and responding to disease trends, delivering clinical expertise, providing timely treatment and prevention, notifying and providing partner services, linking patient and partners to prevention and care services including in atypical settings such as emergency departments and correctional facilities, and responding to outbreaks.
- Hiring priority should be given to front-line public health workforce DIS, DIS supervisors, PH nursing or other clinical, epidemiological staff and other roles that support the success of front-line DIS prevention, disease response and outbreak efforts.
- According to the 2018 Infrastructure Survey of local STD programs, the average salary of DIS, including DIS Supervisors, ranges between $38,048 to $131,418.

Authority for this new funding can be found at:

Bill Text: CA AB 116 | 2025-2026 | Regular Session | Chaptered:
https://legiscan.com/CA/text/AB116/id/3260237
SEC. 118.

AIDS Drug Assistance Program Rebate Fund:
https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=120956.&lawCode=HSC
Chapter 228, Statues of 2004 (SB 1103)
Health and Safety Code section 120956

DIS Workforce Development Grant
Funding Allocation List
FY 2025 - 2030

County/City	Year 1 Award (50%)	Year 2 Annual Award	Year 3 Annual Award	Year 4 Annual Award	Year 5 Annual Award	Total Five-Year Allocation
Alameda County* (excluding Berkeley)	$151,477	$302,953	$302,953	$302,953	$302,953	$1,363,289
Alpine County**	$50,072	$100,143	$100,143	$100,143	$100,143	$450,644
Amador County	$52,575	$105,149	$105,149	$105,149	$105,149	$473,171
City of Berkeley	$58,217	$116,434	$116,434	$116,434	$116,434	$523,953
Butte County	$65,365	$130,729	$130,729	$130,729	$130,729	$588,281
Calaveras County	$53,139	$106,278	$106,278	$106,278	$106,278	$478,251
Colusa County	$51,238	$102,475	$102,475	$102,475	$102,475	$461,138
Contra Costa County	$121,677	$243,353	$243,353	$243,353	$243,353	$1,095,089
Del Norte County	$51,488	$102,976	$102,976	$102,976	$102,976	$463,392
El Dorado County	$60,168	$120,336	$120,336	$120,336	$120,336	$541,512
Fresno County	$126,319	$252,638	$252,638	$252,638	$252,638	$1,136,871
Glenn County	$51,739	$103,477	$103,477	$103,477	$103,477	$465,647
Humboldt County	$58,484	$116,968	$116,968	$116,968	$116,968	$526,356
Imperial County	$65,258	$130,516	$130,516	$130,516	$130,516	$587,322
Inyo County	$51,240	$102,480	$102,480	$102,480	$102,480	$461,160
Kern County	$112,648	$225,296	$225,296	$225,296	$225,296	$1,013,832
Kings County	$60,040	$120,080	$120,080	$120,080	$120,080	$540,360
Lake County	$54,245	$108,490	$108,490	$108,490	$108,490	$488,205
Lassen County	$51,415	$102,830	$102,830	$102,830	$102,830	$462,735
City of Long Beach	$84,584	$169,168	$169,168	$169,168	$169,168	$761,256
Madera County	$60,726	$121,451	$121,451	$121,451	$121,451	$546,530
Marin County	$64,953	$129,905	$129,905	$129,905	$129,905	$584,573
Mariposa County	$51,192	$102,384	$102,384	$102,384	$102,384	$460,728
Mendocino County	$56,568	$113,136	$113,136	$113,136	$113,136	$509,112
Merced County	$68,407	$136,814	$136,814	$136,814	$136,814	$615,663
Modoc County	$50,561	$101,122	$101,122	$101,122	$101,122	$455,049
Mono County	$50,721	$101,442	$101,442	$101,442	$101,442	$456,489
Monterey County	$80,704	$161,408	$161,408	$161,408	$161,408	$726,336
Napa County	$60,274	$120,548	$120,548	$120,548	$120,548	$542,466
Nevada County	$56,335	$112,670	$112,670	$112,670	$112,670	$507,015
Orange County	$281,829	$563,657	$563,657	$563,657	$563,657	$2,536,457
City of Pasadena	$62,215	$124,429	$124,429	$124,429	$124,429	$559,931
Placer County	$72,639	$145,278	$145,278	$145,278	$145,278	$653,751
Plumas County	$51,441	$102,882	$102,882	$102,882	$102,882	$462,969
Riverside County	$210,045	$420,089	$420,089	$420,089	$420,089	$1,890,401
Sacramento County	$157,158	$314,315	$314,315	$314,315	$314,315	$1,414,418
San Benito County	$53,869	$107,738	$107,738	$107,738	$107,738	$484,821
San Bernardino County	$189,238	$378,476	$378,476	$378,476	$378,476	$1,703,142
San Diego County	$261,726	$523,452	$523,452	$523,452	$523,452	$2,355,534
San Joaquin County	$105,371	$210,741	$210,741	$210,741	$210,741	$948,335
San Luis Obispo County	$68,134	$136,267	$136,267	$136,267	$136,267	$613,202
San Mateo County	$98,628	$197,256	$197,256	$197,256	$197,256	$887,652
Santa Barbara County	$81,529	$163,058	$163,058	$163,058	$163,058	$733,761
Santa Clara County	$168,935	$337,870	$337,870	$337,870	$337,870	$1,520,415
Santa Cruz County	$67,652	$135,303	$135,303	$135,303	$135,303	$608,864
Shasta County	$60,413	$120,826	$120,826	$120,826	$120,826	$543,717

DIS Workforce Development Grant
Funding Allocation List
FY 2025 - 2030

County/City	Year 1 Award (50%)	Year 2 Annual Award	Year 3 Annual Award	Year 4 Annual Award	Year 5 Annual Award	Total Five-Year Allocation
Sierra County	$50,246	$100,492	$100,492	$100,492	$100,492	$452,214
Siskiyou County	$53,145	$106,289	$106,289	$106,289	$106,289	$478,301
Solano County	$77,710	$155,420	$155,420	$155,420	$155,420	$699,390
Sonoma County	$83,360	$166,720	$166,720	$166,720	$166,720	$750,240
Stanislaus County	$89,018	$178,035	$178,035	$178,035	$178,035	$801,158
Sutter County	$56,378	$112,756	$112,756	$112,756	$112,756	$507,402
Tehama County	$53,900	$107,799	$107,799	$107,799	$107,799	$485,096
Trinity County	$50,991	$101,982	$101,982	$101,982	$101,982	$458,919
Tulare County	$84,401	$168,801	$168,801	$168,801	$168,801	$759,605
Tuolumne County	$53,419	$106,838	$106,838	$106,838	$106,838	$480,771
Ventura County	$108,138	$216,276	$216,276	$216,276	$216,276	$973,242
Yolo County	$64,028	$128,056	$128,056	$128,056	$128,056	$576,252
Yuba County	$54,803	$109,606	$109,606	$109,606	$109,606	$493,227
Los Angeles	$3,299,258	$6,598,516	$6,598,516	$6,598,516	$6,598,516	$29,693,322
San Francisco	$1,123,180	$2,246,359	$2,246,359	$2,246,359	$2,246,359	$10,108,616
Total	**$9,324,626.00**	**$18,649,231**	**$18,649,231**	**$18,649,231**	**$18,649,231**	**$83,921,550**

**City estimates were calculated using census tracts. Alameda Health Department estimates do not include Berkeley census tracts in the formula.*

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

A. Upon completion of Grant Activities and upon receipt and approval of the invoices, the State agrees to reimburse the Grantee for activities performed and expenditures incurred in accordance with the total amount of this Agreement.

B. Invoices shall include the Grant Number and shall be submitted electronically not more frequently than quarterly in arrears to:

Adriana Cervantes
California Department of Public Health
STD Control Branch
MS 7320
P.O. Box 997377-7377
Sacramento, CA 95899-7377

Electronic invoice submissions can be transmitted via email to Adriana.Cervantes@cdph.ca.gov with a cc to STDLHJInvoices@cdph.ca.gov.

C. Invoices shall:

1) Be prepared on Grantee letterhead. If invoices are not on produced letterhead invoices must be signed by an authorized official, employee or agent certifying that the expenditures claimed represent activities performed and are in accordance with the Grant Activities under this Grant.
2) Bear the Grantee's name as shown on the Grant.
3) Identify the billing and /or performance period covered by the invoice.
4) Itemize costs for the billing period in the same or greater level of detail as indicated in this Grant. Subject to the terms of this Grant, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable and approved by CDPH.

D. Amount awarded under this Grant is identified in the CDPH 1229 Grant Agreement.

Exhibit B
Budget Detail and Payment Provisions

2. Budget Contingency Clause

A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to fulfill any provisions of this Agreement.

B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State or offer an Agreement amendment to Grantee to reflect the reduced amount.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

4. Timely Submission of Final Invoice

A. A final undisputed invoice shall be submitted for payment no more than forty-five (45) calendar days following the expiration or termination date of this Grant, unless a later or alternate deadline is agreed to in writing by the Grant Manager. Said invoice should be clearly marked “Final Invoice”, indicating that all payment obligations of the State under this Grant have ceased and that no further payments are due or outstanding.

B. The State may, at its discretion, choose not to honor any delinquent final invoice if the Grantee fails to obtain prior written State approval of an alternate final invoice submission deadline.

5. Travel and Per Diem Reimbursement

Any reimbursement for necessary travel and per diem shall, unless otherwise specified in this Agreement, be at the rates currently in effect, as established by the California Department of Human Resources (Cal HR). If the Cal HR rates change during the term of the Agreement, the new rates shall apply upon their effective date and no amendment to this Agreement shall be necessary. No travel outside the State of California shall be reimbursed without prior authorization from the CDPH. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or email confirmation. The total budget for out-of-state travel shall not exceed five (5) percent of the total annual budget of this Grant.

Exhibit B
Budget Detail and Payment Provisions

6. Proper Use of Funds

A. The funds for this Grant Agreement may be used for the following items, with supportive justification, tracking, and reporting of outcomes:
   1) Local health jurisdiction workforce members to support DIS workforce development activities.
   2) Out-of-state travel to conferences and meetings. Travel costs may include travel and per diem for funded staff (including staff listed in the budget as in-kind) to attend conferences, or other national forums as relevant. Prior written approval for out-of-state travel must be obtained from CDPH and shall not exceed five (5) percent of the total annual budget of this Grant Agreement.
   3) In-state travel to support local capacity building. This includes training course fees, travel, and per diem to support enhancement of knowledge, skills, and abilities of disease intervention specialist workforce development activities.
   4) Costs associated with HIV/ STIs/HCV and mpox testing and treatment services and supplies.
   5) Provider education materials.
   6) Client education materials.
   7) The lease or other operational and maintenance support of vehicles or mobile testing units.
      a. The Grantee shall only use said vehicles for the performance of activities under the terms of this Agreement.
      b. The Grantee agrees that all operators of motor vehicles reimbursed by CDPH under the terms of this Agreement shall hold a valid State of California driver's license. In the event that ten or more passengers are to be transported in any one vehicle, the Grantee shall ensure that anyone operating said vehicles possesses a State of California Class B Commercial Driver’s License and holds a Passenger Transport endorsement, if required by law.
      c. If any motor vehicle costs are reimbursed by CDPH under the terms of this Agreement, the Grantee, as applicable, shall provide, maintain, and certify that, at a minimum, the following type and amount of automobile liability insurance is in effect during the term of this Agreement or any extension period during which any vehicle remains in the Grantee's possession:
         i. The Grantee, by signing this Agreement, hereby certifies that it possesses or will obtain automobile liability insurance in the amount of $1,000,000 per occurrence for bodily injury and property damage combined or more if required by law for the vehicle type. Said insurance must be obtained and made effective upon the delivery date of any motor vehicle reimbursed with Agreement funds by CDPH under the terms of this Agreement to the Grantee.
         ii. The Grantee shall furnish a copy of the certificate of insurance to the Grant Manager within thirty (30) days of leasing the motor vehicle.

iii. The Grantee agrees that bodily injury and property damage liability insurance, as required herein, shall remain in effect at all times during the term of this Agreement and any extension period.
iv. The Grantee agrees to provide to the Grant Manager at least thirty (30) days prior to the expiration date of said insurance coverage a copy of a new certificate of insurance evidencing continued coverage, as indicated herein for not less than the remainder of the term of this agreement, the term of any extension or continuation thereof, or for a period of not less than one (1) year.
v. In the event the Grantee fails to maintain insurance coverage as required herein in effect at all times during vehicle possession, CDPH may, in addition to any other remedies it may have, terminate this Agreement.

B. The funds for this Grant Agreement may be used for the following items, with supportive justification, tracking, and reporting of outcomes:
   a. Incentives such as low value gift cards (e.g., Walmart, Safeway, transportation vouchers), and/or other HIV/ STIs/HCV/ and mpox-related incentives (e.g., sleeping bags, tarps, clothing items, and hygiene kits). Client incentives, such as low value gift cards, may be approved as Behavioral Modification Materials (BMM). BMMs are provided to program participants to motivate and/or reinforce positive behavior and/or involvement in HIV/ STIs/HCV/ and mpox control and prevention activities.
      b. All proposals for incentives must be submitted to CDPH STDCB for review prior to purchase and project implementation.
   c. The value of the gift card incentive is limited to $50.00 of merchandise per person per intervention (e.g., client attendance for syphilis treatment at $25.00 for each Bicillin injection).
   d. Current CDPH approvals require the BMM to be justified with scientific proof of behavior change, and be accompanied by a targeted distribution plan, incentive tracking log, and reporting of incentive distribution.
   e. Incentives cannot be used for the purchase of alcohol, tobacco, firearms, lottery tickets or drug or cannabis products.
   f. There is no prepayment for incentives. The Grantee will only be reimbursed for the total cost of incentives distributed during each quarter.
   g. The Grantee is responsible for the possession, security (e.g., will keep the BMMs or in a secure location), and accountability of the BMMs. The Grantee will complete a Distribution and Tracking log that will track and identify the date purchased, product name, product type, quantity, product number, denomination, total cost, recipient information, reason for distribution and date distributed for each of the BMMs. A copy of the Distribution and Tracking Log must be submitted with the quarterly invoice. The Distribution and Tracking Log must be kept for a minimum of five (5) years after the termination or expiration of the Grant. CDPH reserves the right to conduct audit of such log sheet on a once per year basis and agrees to provide prior notification to the Grantee within a reasonable time frame for the scheduling of said audit.

Exhibit B
Budget Detail and Payment Provisions

C. The funds for this Grant Agreement cannot be used for:
   1) Stuff We All Get (SWAG) - The purchase of free promotional items for health promotion events including but not limited to pens, mugs, t-shirts, posters, key chains, bumper stickers, etc. This provision is in accordance with the California State Constitution, Article 16, section 6, which prohibits any gifting of public funds.
   2) Individual prizes or high value incentives (e.g., iPads, iPhones) for health promotion competitions.
   3) Cash incentives paid to an individual.
   4) Scholarships paid to an individual or a school on behalf of an individual.
   5) Food (e.g., sponsored lunch or dinner at provider education sessions, brown bag lunches, buffets at screening events).
   6) Construction, renovation, improvement, or repair of property.

EXHIBIT C

STANDARD GRANT CONDITIONS

1. **APPROVAL:** This Grant is of no force or effect until signed by both parties and approved by the Department of General Services, if required. The Grantee may not commence performance until such approval has been obtained

2. **AMENDMENT:** No amendment or variation of the terms of this Grant shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or Agreement not incorporated in the Grant is binding on any of the parties. In no case shall the Department materially alter the scope of the Project set forth in Exhibit A.

3. **ASSIGNMENT:** This Grant is not assignable by the Grantee, either in whole or in part, without the written consent of the Grant Manager in the form of a written amendment to the Grant.

4. **AUDIT:** Grantee agrees that the Department, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to this Grant. Grantee agrees to maintain such records for a possible audit for a minimum of three (3) years after final payment or completion of the project funded with this Grant, 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 a similar right of the State to audit records and interview staff in any subcontract related to the project.

5. **CONFLICT OF INTEREST:** Grantee certifies that it is in compliance with all applicable state and/or federal conflict of interest laws.

6. **INDEMNIFICATION**: Grantee agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the project, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of any activities related to the Project.

7. **FISCAL MANAGEMENT SYSTEMS AND ACCOUNTING STANDARDS:** Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of all grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of any applicable state or federal law, or the provisions of this Grant. Grantee further agrees that it will maintain separate Project accounts in accordance with generally accepted accounting principles.

8. **GOVERNING LAW:** This Grant is governed by and shall be interpreted in accordance with the laws of the State of California.

9. **INCOME RESTRICTIONS:** Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Grant shall be paid by the Grantee to the Department, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the Department under this Grant.

10. **INDEPENDENT CONTRACTOR:** Grantee, and its agents and employees of Grantee, in the performance of the Project, shall act in an independent capacity and not as officers, employees or agents of the Department.

11. **MEDIA EVENTS:** Grantee shall notify the Department's Grant Manager in writing at least twenty (20) working days before any public or media event publicizing the accomplishments and/or results of the Project and provide the opportunity for attendance and participation by Department's representatives.

12. **NO THIRD-PARTY RIGHTS:** The Department and Grantee do not intend to create any rights or remedies for any third- party as a beneficiary of this Grant or the project.

13. **NOTICE:** Grantee shall promptly notify the Department's Grant Manager in writing of any events, developments or changes that could affect the completion of the project or the budget approved for this Grant.

14. **PROFESSIONALS:** Grantee agrees that only licensed professionals will be used to perform services under this Grant where such services are called for.

15. **RECORDS:** Grantee certifies that it will maintain Project accounts in accordance with generally accepted accounting principles. Grantee further certifies that it will comply with the following conditions for a grant award as set forth in the Request for Applications (Exhibit D) and the Grant Application (Exhibit A).

    A. Establish an official file for the Project which shall adequately document all significant actions relative to the Project;
    B. Establish separate accounts which will adequately and accurately depict all amounts received and expended on this Project, including all grant funds received under this Grant;
    C. Establish separate accounts which will adequately depict all income received which is attributable to the Project, especially including any income attributable to grant funds disbursed under this Grant;
    D. Establish an accounting system which will adequately depict final total costs of the Project, including both direct and indirect costs; and,
    E. Establish such accounts and maintain such records as may be necessary for the state to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations.

16. **RELATED LITIGATION:** Under no circumstances may Grantee use funds from any disbursement under this Grant to pay for costs associated with any litigation between the Grantee and the Department.

17. RIGHTS IN DATA: Grantee and the Department agree that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work submitted under Exhibit A in the performance of the Project funded by this Grant shall be in the public domain. Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Project, subject to appropriate acknowledgment of credit to the Department for financial support. Grantee shall not utilize the materials submitted to the Department (except data) for any profit making venture or sell or grant rights to a third-party who intends to do so. The Department has the right to use submitted data for all governmental purposes.

18. VENUE: (This provision does not apply to Local Governmental Entities)

The Department and Grantee agree that any action arising out of this Grant shall be filed and maintained in the Superior Court, California. Grantee waives any existing sovereign immunity for the purposes of this Grant, if applicable.

19. STATE-FUNDED RESEARCH GRANTS:

A. Grantee shall provide for free public access to any publication of a department-funded invention or department-funded technology. Grantee further agrees to all terms and conditions required by the California Taxpayer Access to Publicly Funded Research Act (Chapter 2.5 (commencing with Section 13989) of Part 4.5 of Division 3 of Title 2 of the Government Code).

B. As a condition of receiving the research grant, Grantee agrees to the following terms and conditions which are set forth in Government Code section 13989.6 ("Section 13989.6"):

1) Grantee is responsible for ensuring that any publishing or copyright agreements concerning submitted manuscripts fully comply with Section 13989.6.

2) Grantees shall report to the Department the final disposition of the research grant, including, but not limited to, if it was published, when it was published, where it was published, when the 12-month time period expires, and where the manuscript will be available for open access.

3) For a manuscript that is accepted for publication in a peer-reviewed journal, the Grantee shall ensure that an electronic version of the peer-reviewed manuscript is available to the department and on an appropriate publicly accessible database approved by the Department, including, but not limited to, the University of California's eScholarship Repository at the California Digital Library, PubMed Central, or the California Digital Open Source Library, to be made publicly available not later than 12 months after the official date of publication. Manuscripts submitted to the California Digital Open Source Library shall be exempt from the requirements in subdivision (b) of Section 66408 of the Education Code. Grantee shall make reasonable efforts to comply with this requirement by ensuring that their manuscript is accessible on an approved publicly accessible database, and notifying the Department that the manuscript is available on a department-approved database. If Grantee is unable to ensure that their manuscript is accessible on an approved publicly accessible database, Grantee may comply by providing the manuscript to the Department not later than 12 months after the official date of publication.

4) For publications other than those described inparagraph B.3 above,, including meeting abstracts, Grantee shall comply by providing the manuscript to the Department not later than 12 months after the official date of publication.

5) Grantee is authorized to use grant money for publication costs, including fees charged by a publisher for color and page charges, or fees for digital distribution.

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Additional Provisions

1. Cancellation / Termination

A. This Grant may be cancelled by CDPH without cause upon thirty (30) calendar days advance written notice to the Grantee.

B. CDPH reserves the right to cancel or terminate this Grant immediately for cause. The Grantee may submit a written request to terminate this Grant only if CDPH substantially fails to perform its responsibilities as provided herein.

C. The term "for cause" shall mean that the Grantee fails to meet the terms, conditions, and/or responsibilities of this agreement. Causes for termination include, but are not limited to the following occurrences:

1) If the Grantee knowingly furnishes any statement, representation, warranty, or certification in connection with the agreement, which representation is materially false, deceptive, incorrect, or incomplete.

2) If the Grantee fails to perform any material requirement of this Grant or defaults in performance of this agreement.

3) If the Grantee files for bankruptcy, or if CDPH determines that the Grantee becomes financially incapable of completing this agreement.

D. Grant termination or cancellation shall be effective as of the date indicated in CDPH's notification to the Grantee. The notice shall stipulate any final performance, invoicing or payment requirements.

E. In the event of early termination or cancellation, the Grantee shall be entitled to compensation for services performed satisfactorily under this agreement and expenses incurred up to the date of cancellation and any non-cancelable obligations incurred in support of this Grant.

F. In the event of termination, and at the request of CDPH, the Grantee shall furnish copies of all proposals, specifications, designs, procedures, layouts, copy, and other materials related to the services or deliverables provided under this Grant, whether finished or in progress on the termination date.

G. The Grantee will not be entitled to reimbursement for any expenses incurred for services and deliverables pursuant to this agreement after the effective date of termination.

H. Upon receipt of notification of termination of this Grant, and except as otherwise specified by CDPH, the Grantee shall:

1) Place no further order or subgrants for materials, services, or facilities.

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Additional Provisions

2) Settle all outstanding liabilities and all claims arising out of such termination of orders and subgrants.

3) Upon the effective date of termination of the Grant and the payment by CDPH of all items properly changeable to CDPH hereunder, Grantee shall transfer, assign and make available to CDPH all property and materials belonging to CDPH, all rights and claims to any and all reservations, grants, and arrangements with owners of media/PR materials, or others, and shall make available to CDPH all written information regarding CDPH's media/PR materials, and no extra compensation is to be paid to Grantee for its services.

4) Take such action as may be necessary, or as CDPH may specify, to protect and preserve any property related to this agreement which is in the possession of the Grantee and in which CDPH has or may acquire an interest.

I. CDPH may, at its discretion, require the Grantee to cease performance of certain components of the Scope of Work as designated by CDPH and complete performance of other components prior to the termination date of the Grant.

2. Avoidance of Conflicts of Interest by Grantee

A. CDPH intends to avoid any real or apparent conflict of interest on the part of the Grantee, subgrants, or employees, officers and directors of the Grantee or subgrants. Thus, CDPH reserves the right to determine, at its sole discretion, whether any information, assertion or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the Grantee to submit additional information or a plan for resolving the conflict, subject to CDPH review and prior approval.

B. Conflicts of interest include, but are not limited to:

1) An instance where the Grantee or any of its subgrants, or any employee, officer, or director of the Grantee or any subgrant or has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the grant would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the grant.

2) An instance where the Grantee's or any subgrant's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.

C. If CDPH is or becomes aware of a known or suspected conflict of interest, the Grantee will be given an opportunity to submit additional information or to resolve the conflict. A Grantee with a suspected conflict of interest will have five (5) working days from the date of notification of the conflict by CDPH to provide complete

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Additional Provisions

information regarding the suspected conflict. If a conflict of interest is determined to exist by CDPH and cannot be resolved to the satisfaction of CDPH, the conflict will be grounds for terminating the grant. CDPH may, at its discretion upon receipt of a written request from the Grantee, authorize an extension of the timeline indicated herein.

3. Dispute Resolution Process

A. A Grantee grievance exists whenever there is a dispute arising from CDPH's action in the administration of an agreement. If there is a dispute or grievance between the Grantee and CDPH, the Grantee must seek resolution using the procedure outlined below.

1) The Grantee should first informally discuss the problem with the CDPH Program Grant Manager. If the problem cannot be resolved informally, the Grantee shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Grantee's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Grantee. The Branch Chief shall respond in writing to the Grantee indicating the decision and reasons therefore. If the Grantee disagrees with the Branch Chief's decision, the Grantee may appeal to the second level.

2) When appealing to the second level, the Grantee must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Grantee shall include with the appeal a copy of the Grantee's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Grantee to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Grantee within twenty (20) working days of receipt of the Grantee's second level appeal.

B. If the Grantee wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Grantee shall follow the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Division 2, Chapter 2, Article 3 (commencing with Section 1140) of the California Code of Regulations).

C. Disputes arising out of an audit, examination of an agreement or other action not covered by subdivision (a) of Section 20204, of Chapter 2.1, Title 22, of the California Code of Regulations, and for which no procedures for appeal are provided in statute, regulation or the Agreement, shall be handled in accordance with the

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procedures identified in Sections 51016 through 51047, Title 22, California Code of Regulations.

D. Unless otherwise stipulated in writing by CDPH, all dispute, grievance and/or appeal correspondence shall be directed to the CDPH Grant Manager.

E. There are organizational differences within CDPH's funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Grantee shall be notified in writing by the CDPH Grant Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

4. Executive Order N-6-22 - Economic 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 with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor 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 advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

5. Insurance Requirements

A. General Provisions Applying to All Policies

1. Coverage Term – Coverage needs to be in force for the complete term of the Agreement. If insurance expires during the term of the Agreement, a new certificate and required endorsements must be received by the State at least ten (10) business days prior to the expiration of this insurance. Any new insurance must comply with the original Agreement terms.

2. Policy Cancellation or Termination and Notice of Non-Renewal – Contractor shall provide to the CDPH within five (5) business days following receipt by Contractor a copy of any cancellation or non-renewal of insurance required by this Contract. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the CDPH may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.

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3. Premiums, Assessments and Deductibles – Contractor is responsible for any premiums, policy assessments, deductibles or self-insured retentions contained within their insurance program.

4. Primary Clause – Any required insurance contained in this Agreement shall be primary and not excess or contributory to any other insurance carried by the CDPH.

5. Insurance Carrier Required Rating – All insurance companies must carry an AM Best rating of at least "A–" with a financial category rating of no lower than VI. If Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.

6. Endorsements – Any required endorsements requested by the CDPH must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.

7. Inadequate Insurance – Inadequate or lack of insurance does not negate Contractor's obligations under the Agreement.

8. Use of Subcontractors - In the case of Contractor's utilization of Subcontractors to complete the contracted scope of work, Contractor shall include all Subcontractors as insured under Contractor's insurance or supply evidence of the Subcontractor's insurance to the CDPH equal to policies, coverages, and limits required of Contractor.

B. Insurance Coverage Requirements

Contractor shall display evidence of certificate of insurance evidencing the following coverage:

1. Commercial General Liability – Contractor shall maintain general liability with limits not less than $1,000,000 per occurrence for bodily injury and property damage combined with a $2,000,000 annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent Contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured Agreement. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to Contractor's limit of liability. The policy shall be endorsed to include, "The State of California, its officers, agents and employees, are included as additional insured, but only with respect to work performed for the state of California under this agreement." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

2. Automobile Liability (when required) – Contractor shall maintain motor vehicle liability insurance with limits not less than $1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles. Should the scope of the

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Agreement involve transportation of hazardous materials, evidence of an MCS-90 endorsement is required. The policy shall be endorsed to include, “The State of California, its officers, agents and employees, are included as additional insured, but only with respect to work performed for the state of California under this agreement.” This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

3. Worker’s Compensation and Employer’s Liability (when required) – Contractor shall maintain statutory worker’s compensation and employer’s liability coverage for all its employees who will be engaged in the performance of the Agreement. Employer’s liability limits of $1,000,000 are required. When work is performed on State owned or controlled property the policy shall contain a waiver of subrogation endorsement in favor of the State. This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

4. Professional Liability (when required) – Contractor shall maintain professional liability covering any damages caused by a negligent error act or omission with limits not less than $1,000,000 per occurrence and $1,000,000 policy aggregate. The policy’s retroactive date must be displayed on the certificate of insurance and must be before the date this Agreement was executed or before the beginning of Agreement work.

5. Environmental/Pollution Liability (when required) – Contractor shall maintain pollution liability for limits not less than $1,000,000 per claim covering Contractor’s liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs incurred arising out of the work or services to be performed under this Agreement. Coverage shall be provided for both work performed on site as well as transportation and proper disposal of hazardous materials. The policy shall be endorsed to include, “The State of California, its officers, agents and employees, are included as additional insured, but only with respect to work performed for the state of California under this agreement.” This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

6. Aircraft Liability (when required) - Contractor shall maintain aircraft liability with a limit not less than $3,000,000. The policy shall be endorsed to include, “The State of California, its officers, agents and employees, are included as additional insured, but only with respect to work performed for the state of California under this agreement.” This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

Exhibit E

STD Local Assistance Funds – Standards and Procedures

1. Overview

The California Department of Public Health (CDPH) sets forth the following standards and procedures. These standards and procedures specify the conditions for receipt of CDPH local assistance funds under this Grant agreement.

The local health department has the authority for STD Prevention and Control as outlined in the Summary of Regulations Related to STD Prevention and Control Efforts in California. https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/STD-ForLocalHealthJurisdictions.aspx

2. Grantee's Responsibilities

The Grantee agrees to:

A. Direct activities toward achieving the program objectives set forth by the CDPH.

B. Use these funds in accordance with any additional guidance set forth by the CDPH regarding the granting, use and reimbursement of the local assistance funds. Additional consideration should be given to other guidance from the Centers for Disease Control and Prevention (CDC) intended to highlight successful HIV, STIs, HCV, and mpox prevention and control strategies or outline California specific initiatives, policies and procedures. Please find relevant programmatic guidance documents on the CDPH STD Control Branch (STDCB) website: https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/STD.aspx

C. Abide by the most recent standards of care for HIV, STIs, HCV, and mpox screening, treatment, control and prevention as promulgated by:
   1. California Department of Public Health https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/STDs-ClinicalGuidelines.aspx
   2. Centers for Disease Control and Prevention https://www.cdc.gov/std/

D. Share health advisories, health education materials, outreach, testing and linkage to care and care coordination protocols, and other products created to enhance HIV, STIs, HCV, and mpox awareness, prevention, testing, linkage to care, and care coordination funded with these dollars

with CDPH and other LHJs and community-based organizations (CBOs) in California. The intent of this is to allow duplication (where possible) and cross-jurisdictional reach of successful interventions and activities aimed at the priority populations, clinical providers, and community partners. Source documents should be submitted to CDPH upon completion and with the annual progress report, and upon request from CDPH, as relevant.

E. Submit information and reports as requested by CDPH.

F. Ensure the use of a competitive bid process in the selection of all subgrantees. If the subgrantee is one where the LHJ has a current agreement with, indicate the date the agreement was effective.

3. Reporting Requirements

A. Case Report, Laboratory, and Interview Record

All Grantees shall comply with morbidity reporting requirements for reportable STDs identified in Title 17, California Code of Regulations (CCR) §2500, §2593, §2641.5-2643.20, and §2800 – 20182 Reportable Diseases and Conditions.
https://www.cdph.ca.gov/Programs/CID/DCDC/CDPH%20Document%20Library/ReportableDiseases.pdf

All Grantees, excluding Los Angeles and San Francisco, must enter HIV, STIs, HCV, and mpox provider reports and laboratory results for their jurisdiction directly into the California Reportable Disease Information Exchange (CalREDIE) system, the CDPH web-based reporting software for notifiable diseases. Interview and investigation data must be entered into either CalREDIE or the California Confidential Network for Contact Tracing (CalCONNECT). Data must be entered into the appropriate tabs and forms in either CalREDIE or CalCONNECT. Submission of hard copy forms for data entry into CalREDIE by CDPH or scanning of case reports, laboratory results, or interview records into the electronic filing cabinet (EFC), sans data entry, will not be accepted. Specific case investigation and report requirements are as follows:

1. Syphilis laboratory tests and confidential morbidity reports should be processed and assigned for investigation according to the California Syphilis Reactor Alert System (SRAS). Some health jurisdictions may have a more nuanced local system for prioritizing reported reactive syphilis tests.

Exhibit E

STD Local Assistance Funds – Standards and Procedures

https://www.cdph.ca.gov/Programs/CID/DCDC/CDPH%20Document%20Library/SyphilisReactorSRASChartAlgorithm.pdf

2. Syphilis cases and Congenital Syphilis (CS) case investigations are to be reported according to updated CDPH protocols on the appropriate case report forms (Syphilis Interview Record or California Congenital Syphilis-CS Case Investigation and Report) found in CalREDIE or CalCONNECT; samples of these forms can be viewed at https://www.cdph.ca.gov/Programs/PSB/Pages/CommunicableDiseaseControl.aspx. Grantees will complete and close investigations in CalREDIE or CalCONNECT within 45 days of initial report to local health department.
3. Grantees will participate in syphilis and CS-specific CalREDIE or CalCONNECT trainings and conduct quality control procedures, including review of cases to ensure appropriate surveillance case definition and reconciliation of case counts.

For additional STD-related CalREDIE help, please email STDCalREDIE@cdph.ca.gov.

For STD case definitions, please visit https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/STDCaseDefinitions.aspx

For frequently asked questions, manuals/guidelines, and forms/instructions. https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/STD-CalREDIE-Resources.aspx

Los Angeles and San Francisco Grantees must report the data outlined above to CDPH via a secure file transfer protocol (FTP) on a weekly basis. Data will be transmitted using the following formats:

- Case report data to be submitted using the National Electronic Telecommunications System for Surveillance (NETSS) or Message Mapping Guides (MMG) standards.
- Interview record data to be submitted in a format that conforms to the corresponding CalREDIE or CalCONNECT data elements.

Exhibit E

STD Local Assistance Funds – Standards and Procedures

B. Performance Measurement and Program Evaluation

Grantees will submit performance indicators specified in the Grant Activities, including for subcontracted activities. Project specific data reporting requirements and performance indicators will be determined in collaboration with CDPH within the first three months of the project period.

C. Data Security and Confidentiality

To the extent such recommendations are not in conflict with the terms of this Grant agreement, Grantees shall comply with recommendations set forth in CDC's "Data Security and Confidentiality Guidelines for HIV, Viral Hepatitis, Sexually Transmitted Disease, and Tuberculosis Programs." http://www.cdc.gov/nchhstp/programintegration/docs/PCSIDataSecurityGuidelines.pdf. Grantees shall have staff complete CDPH required confidentiality and data security training and maintain on file associated confidentiality agreements for each staff person with access to STD data.

D. Outbreak Reporting

The California Code of Regulations (Title 17, Section 2502[c]) directs local health officers to immediately report unusual disease occurrences or outbreaks to CDPH. Reports should be conveyed by calling the CDPH STDCB Office at (510) 620-3400.

F. Performance Progress Reporting

The Annual Performance Progress Report is due no later than 30 days after the end of the budget period. All publications and manuscripts published as a result of the work supported in part or whole by this Grant must be submitted with the performance progress reports. Additionally, health advisories, health education materials, and other products should be submitted. Annual Performance Progress Reports should be submitted to STDLHJContracts@cdph.ca.gov.

4. Rights of California Department of Public Health

A. CDPH reserves the right to use and reproduce all reports and data produced and delivered pursuant to the local assistance awards and reserves the right to authorize others to use or reproduce such materials, provided that the confidentiality of patient information and records is protected pursuant to California State laws and regulations.

Exhibit F
Information Privacy and Security Requirements

This Information Privacy and Security Requirements Exhibit (Exhibit) sets forth the information privacy and security requirements Contractor is obligated to follow with respect to all personal and confidential information (as defined herein) Disclosed to Contractor, or collected, created, maintained, stored, transmitted, or Used by Contractor for or on behalf of the California Department of Public Health (CDPH), pursuant to Contractor's agreement with CDPH. (Such personal and confidential information is referred to herein collectively as CDPH PCI.) CDPH and Contractor desire to protect the privacy and provide for the security of CDPH PCI pursuant to this Exhibit and in compliance with state and federal laws applicable to the CDPH PCI.

I. Order of Precedence: With respect to information privacy and security requirements for all CDPH PCI, the terms and conditions of this Exhibit shall take precedence over any conflicting terms or conditions set forth in any other part of the agreement between Contractor and CDPH, including Exhibit A (Scope of Work), all other exhibits and any other attachments, and shall prevail over any such conflicting terms or conditions.

II. Effect on lower tier transactions: The terms of this Exhibit shall apply to all contracts, subcontracts, and subawards, and the information privacy and security requirements Contractor is obligated to follow with respect to CDPH PCI Disclosed to Contractor, or collected, created, maintained, stored, transmitted, or Used by Contractor for or on behalf of CDPH, pursuant to Contractor's agreement with CDPH. When applicable the Contractor shall incorporate the relevant provisions of this Exhibit into each subcontract or subaward to its agents, subcontractors, or independent consultants.

III. Definitions: For purposes of the agreement between Contractor and CDPH, including this Exhibit, the following definitions shall apply:

A. Breach:

"Breach" means:

1. the unauthorized acquisition, access, Use, or Disclosure of CDPH PCI in a manner which compromises the security, confidentiality, or integrity of the information; or

2. the same as the definition of "breach of the security of the system" set forth in California Civil Code section 1798.29(f).

B. Confidential Information: "Confidential Information" means information that:

1. does not meet the definition of "public records" set forth in California Government code section 7920.530, or is exempt from Disclosure under any of the provisions of Section 7920.000, et seq. of the California Government code or any other applicable state or federal laws; or

2. is contained in documents, files, folders, books, or records that are clearly labeled, marked, or designated with the word "confidential" by CDPH.

C. Disclosure: "Disclosure" means the release, transfer, provision of, access to, or divulging in any manner of information outside the entity holding the information.

Exhibit F
Information Privacy and Security Requirements

D. PCI: "PCI" means "Personal Information" and "Confidential Information" (as these terms are defined herein).

E. Personal Information: "Personal Information" means information, in any medium (paper, electronic, oral) that:

1. directly identifies or uniquely describes an individual; or

2. could be Used in combination with other information to indirectly identify or uniquely describe an individual, or link an individual to the information; or

3. meets the definition of "personal information" set forth in California Civil Code section 1798.3, subdivision (a); or

4. is one of the data elements set forth in California Civil Code section 1798.29, subdivision (g)(1) or (g)(2); or

5. meets the definition of "medical information" set forth in either California Civil Code section 1798.29, subdivision (h)(2) or California Civil Code section 56.05, subdivision (j); or

6. meets the definition of "health insurance information" set forth in California Civil Code section 1798.29, subdivision (h)(3); or

7. is protected from Disclosure under applicable state or federal law.

F. Security Incident: "Security Incident" means:

1. an attempted Breach; or

2. the attempted or successful unauthorized access or Disclosure, modification, or destruction of CDPH PCI, in violation of any state or federal law or in a manner not permitted under the agreement between Contractor and CDPH, including this Exhibit; or

3. the attempted or successful modification or destruction of, or interference with, Contractor's system operations in an information technology system, that negatively impacts the confidentiality, availability, or integrity of CDPH PCI; or

4. any event that is reasonably believed to have compromised the confidentiality, integrity, or availability of an information asset, system, process, data storage, or transmission; or

5. an information Security Incident may also include an event that constitutes a violation or imminent threat of violation of information security policies or procedures, including acceptable use policies.

6. The term "Security Incident" shall not include pings and other broadcast attacks on Contractor's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in any defeat or circumvention of Contractor's IT security infrastructure or in any unauthorized access to, or Use, or Disclosure of, CDPH PCI.

Exhibit F
Information Privacy and Security Requirements

G. Use: "Use" means the sharing, employment, application, utilization, examination, or analysis of information.

H. Workforce Member(s): "Workforce Member(s)" means an employee, contractor, agent, volunteer, trainee, or other person whose conduct, in the performance of work for Contractor, is under the direct control of Contractor, whether or not they are paid by Contractor. Pursuant to state policy, Workforce Member(s) must only be located in the continental United States.

IV. Use and Disclosure Restrictions: The Contractor and its Workforce Member(s) shall protect from unauthorized Use or Disclosure any CDPH PCI. The Contractor shall not Use or Disclose, except as otherwise specifically permitted by the agreement between Contractor and CDPH (including this Exhibit), any CDPH PCI to anyone other than CDPH personnel or programs without prior written authorization from the CDPH Program Contract Manager, except if Disclosure is required by state or federal law.

V. [Reserved]

VI. Safeguards: The Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the privacy, confidentiality, security, integrity, and availability of CDPH PCI, including electronic or computerized CDPH PCI. At each location where CDPH PCI exists under Contractor's control, the Contractor shall develop and maintain a written information privacy and security program that includes administrative, technical, and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities in performing its agreement with CDPH, including this Exhibit, and which incorporates the requirements of Section VII, Security, below. Contractor shall provide CDPH with Contractor's current and updated policies within five (5) business days of a request by CDPH for the policies.

VII. Security: The Contractor shall take any and all steps reasonably necessary to ensure the continuous security of all computerized data systems containing CDPH PCI. These steps shall include, at a minimum, complying with all of the data system security precautions listed in the Contractor Data Security Standards set forth in Attachment 1 to this Exhibit.

VIII. Security Officer: At each place where CDPH PCI is located, the Contractor shall designate a Security Officer to oversee its compliance with this Exhibit and to communicate with CDPH on matters concerning this Exhibit.

IX. Training: The Contractor shall provide training on its obligations under this Exhibit, at its own expense, to all of its Workforce Member(s) who assist in the performance of Contractor's obligations under Contractor's agreement with CDPH, including this Exhibit, or otherwise Use or Disclose CDPH PCI.

A. The Contractor shall require Workforce Member(s) who receive training to certify, either in hard copy or electronic form, the date on which the training was completed.

B. The Contractor shall retain Workforce Member(s) certifications for CDPH inspection for a period of three (3) years following contract termination or completion.

C. Contractor shall provide CDPH with its Workforce Member(s)' certifications within five (5) business days of a request by CDPH for the Workforce Member(s)' certifications.

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X. Workforce Member(s) Discipline: Contractor shall impose discipline that it deems appropriate (in its sole discretion) on such employees and other Contractor Workforce Member(s) under Contractor's direct control who intentionally or negligently violate any provisions of this Exhibit.

XI. Breach and Security Incident Responsibilities:

A. Notification to CDPH of Breach or Security Incident: The Contractor shall notify CDPH **immediately by telephone and email** upon the discovery of a Breach, and **within twenty-four (24) hours by email** of the discovery of any Security Incident, unless a law enforcement agency determines that the notification will impede a criminal investigation, in which case the notification required by this section shall be made to CDPH immediately after the law enforcement agency determines that such notification will not compromise the investigation. Notification shall be provided to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI(F), below. If the Breach or Security Incident is discovered after business hours or on a weekend or holiday and involves CDPH PCI in electronic or computerized form, notification to CDPH shall be provided by calling the CDPH Information Security Office at the telephone numbers listed in Section XI(F), below. For purposes of this Section, Breaches and Security Incidents shall be treated as discovered by Contractor as of the first day on which such Breach or Security Incident is known to the Contractor, or, by exercising reasonable diligence would have been known to the Contractor. Contractor shall be deemed to have knowledge of a Breach if such Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is a Workforce Member(s) or agent of the Contractor.

Contractor shall take:

1. Prompt action to immediately investigate such Breach or Security Incident

2. prompt corrective action to mitigate any risks or damages involved with the Breach or Security Incident and to protect the operating environment; and

3. any action pertaining to a Breach required by applicable state and federal laws, including, specifically, California Civil Code section 1798.29.

B. Investigation of Breach and Security Incidents: The Contractor shall immediately investigate such Breach or Security Incident. As soon as the information is known and subject to the legitimate needs of law enforcement, Contractor shall inform the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer of:

1. what data elements were involved, and the extent of the data Disclosure or access involved in the Breach, including, specifically, the number of individuals whose Personal Information was Breached;

2. a description of the unauthorized persons known or reasonably believed to have improperly Used the CDPH PCI and/or a description of the unauthorized persons known or reasonably believed to have improperly accessed or acquired the CDPH PCI, or to whom it is known or reasonably believed to have had the CDPH PCI improperly Disclosed to them;

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3. a description of where the CDPH PCI is believed to have been improperly Used or Disclosed;

4. a description of the probable and proximate causes of the Breach or Security Incident; and

5. whether Civil Code section 1798.29 or any other state or federal laws requiring individual notifications of Breaches have been triggered.

C. Written Report(s): The Contractor shall provide written report(s) of the investigation to the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer as soon as practicable after the discovery of the Breach or Security Incident, and as further requested. The report(s) shall include, but not be limited to, the information specified above, as well as a complete, detailed corrective action plan, including information on measures that were taken to halt and/or contain the Breach or Security Incident, and measures to be taken to prevent the recurrence or further Disclosure of CDPH PCI regarding such Breach or Security Incident.

D. Notification to Individuals: If notification to individuals whose information was Breached is required under state or federal law, and regardless of whether Contractor is considered only a custodian and/or non-owner of the CDPH PCI, Contractor shall, at its sole expense, and at the sole election of CDPH, either:

1. make notification to the individuals affected by the Breach (including substitute notification), pursuant to the content and timeliness provisions of such applicable state or federal Breach notice laws. Contractor shall inform the CDPH Privacy Officer of the time, manner, and content of any such notifications, prior to the transmission of such notifications to the individuals; or

2. cooperate with and assist CDPH in its notification (including substitute notification) to the individuals affected by the Breach.

E. Submission of Sample Notification to Attorney General: If notification to more than 500 individuals is required pursuant to California Civil Code section 1798.29, and regardless of whether Contractor is considered only a custodian and/or non-owner of the CDPH PCI, Contractor shall, at its sole expense, and at the sole election of CDPH, either:

1. electronically submit a single sample copy of the security breach notification, excluding any personally identifiable information, to the Attorney General pursuant to the format, content and timeliness provisions of Section 1798.29, subdivision (e). Contractor shall inform the CDPH Privacy Officer of the time, manner, and content of any such submissions, prior to the transmission of such submissions to the Attorney General; or

2. cooperate with and assist CDPH in its submission of a sample copy of the notification to the Attorney General.

F. CDPH Contact Information: To direct communications to the above referenced CDPH staff, the Contractor shall initiate contact as indicated herein. CDPH reserves the right to make changes to the contact information below by verbal or written notice to the Contractor. Said changes shall not require an amendment to this Exhibit or the agreement to which it is incorporated.

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CDPH Program Contract Manager	CDPH Privacy Officer	CDPH Chief Information Security Officer
See the Scope of Work exhibit for Program Contract Manager	Privacy Officer Privacy Office c/o Office of Legal Services California Dept. of Public Health P.O. Box 997377, MS 0506 Sacramento, CA 95899-7377 Email: privacy@cdph.ca.gov Telephone: (877) 421-9634	Chief Information Security Officer Information Security Office California Dept. of Public Health P.O. Box 997413, MS 6302 Sacramento, CA 95899-7413 Email: CDPH.InfoSecurityOffice@cdph.ca.gov Telephone: (855) 500-0016

XII. Documentation of Disclosures for Requests for Accounting: Contractor shall document and make available to CDPH or (at the direction of CDPH) to an individual such Disclosures of CDPH PCI, and information related to such Disclosures, necessary to respond to a proper request by the subject individual for an accounting of disclosures of Personal Information as required by Civil Code section 1798.25, or any applicable state or federal law.

XIII. Requests for CDPH PCI by Third Parties: The Contractor and its employees, agents, or subcontractors shall promptly transmit to the CDPH Program Contract Manager all requests for Disclosure of any CDPH PCI requested by third parties to the agreement between Contractor and CDPH, unless prohibited from doing so by applicable state or federal law. The only instance in which this would not be required is if the person requesting the information or accounting of disclosures is the individual themselves, seeking information directly from the Contractor as to all records directly held by the Contractor.

XIV. Audits, Inspection and Enforcement: CDPH may inspect the facilities, systems, books, and records of Contractor as it may relate to CDPH, to monitor compliance with this Exhibit. Contractor shall promptly remedy any violation of any provision of this Exhibit and shall certify the same to the CDPH Program Contract Manager in writing.

XV. Return or Destruction of CDPH PCI on Expiration or Termination: Upon expiration or termination of the agreement between Contractor and CDPH for any reason, Contractor shall securely return or destroy the CDPH PCI. If return or destruction is not feasible, Contractor shall provide a written explanation to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI (F), above.

A. Retention Required by Law: If required by state or federal law, Contractor may retain, after expiration or termination, CDPH PCI for the time specified as necessary to comply with the law.

B. Obligations Continue Until Return or Destruction: Contractor's obligations under this Exhibit shall continue until Contractor returns or destroys the CDPH PCI or returns the CDPH PCI to CDPH; provided however, that on expiration or termination of the agreement between Contractor and CDPH, Contractor shall not further Use or Disclose the CDPH PCI except as required by state or federal law.

C. Notification of Election to Destroy CDPH PCI: If Contractor elects to destroy the CDPH PCI, Contractor shall certify in writing, to the CDPH Program Contract Manager, the CDPH Privacy

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Officer, and the CDPH Chief Information Security Officer, using the contact information listed in Section XI (F), above, that the CDPH PCI has been securely destroyed. The notice shall include the date and type of destruction method used.

XVI. Amendment: The parties acknowledge that state and federal laws regarding information security and privacy rapidly evolve, and that amendment of this Exhibit may be required to provide for procedures to ensure compliance with such laws. The parties specifically agree to take such action as is necessary to implement new standards and requirements imposed by regulations and other applicable laws relating to the security or privacy of CDPH PCI. The parties agree to promptly enter into negotiations concerning an amendment to this Exhibit consistent with new standards and requirements imposed by applicable laws and regulations.

XVII. Assistance in Litigation or Administrative Proceedings: Contractor shall make itself and any subcontractors, Workforce Member(s) or agents assisting Contractor in the performance of its obligations under the agreement between Contractor and CDPH, available to CDPH at no cost to CDPH to testify as witnesses, in the event of litigation or administrative proceedings being commenced against CDPH, its director, officers, or employees based upon claimed violation of laws relating to security and privacy, which involves inactions or actions by the Contractor, except where Contractor or its subcontractor, Workforce Member(s) or agent is a named adverse party.

XVIII. No Third-Party Beneficiaries: Nothing express or implied in the terms and conditions of this Exhibit is intended to confer, nor shall anything herein confer, upon any person other than CDPH or Contractor and their respective successors or assignees, any rights, remedies, obligations, or liabilities whatsoever.

XIX. Interpretation: The terms and conditions in this Exhibit shall be interpreted as broadly as necessary to implement and comply with regulations and applicable state laws. The parties agree that any ambiguity in the terms and conditions of this Exhibit shall be resolved in favor of a meaning that complies and is consistent with state and federal laws and regulations.

XX. Survival: If Contractor does not return or destroy the CDPH PCI upon the completion or termination of the Agreement, the respective rights and obligations of Contractor under Sections VI, VII and XI of this Exhibit shall survive the completion or termination of the agreement between Contractor and CDPH.

Exhibit F
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Attachment 1
Contractor Data Security Standards

I. Personnel Controls

A. ***Workforce Member(s) Training and Confidentiality.*** Before being allowed access to CDPH PCI, all Contractor's Workforce Member(s) who will be granted access to CDPH PCI must be trained in their security and privacy roles and responsibilities at Contractor's expense and must sign a confidentiality Use statement indicating they will not improperly Use or Disclose the CDPH PCI to which they have access. Training must be on an annual basis. Acknowledgments of completed training and confidentiality statements, which have been signed and dated by Workforce Member(s) must be retained by the Contractor for a period of three (3) years following contract termination. Contractor shall provide the acknowledgements within five (5) business days to CDPH if so requested.

B. ***Workforce Member(s) Discipline.*** Appropriate sanctions, including termination of employment where appropriate, must be applied against Workforce Member(s) who fail to comply with privacy policies and procedures, acceptable Use agreements, or any other provisions of these requirements.

C. ***Workforce Member(s) Assessment.*** Before being permitted access to CDPH PCI, Contractor must assure there is no indication its Workforce Member(s) may present a risk to the security or integrity of CDPH PCI. Contractor shall retain the Workforce Member(s)' assessment documentation for a period of three (3) years following contract termination.

II. Technical Security Controls

A. ***Encryption.***

- All desktop computers and mobile computing devices must be encrypted, in accordance with CDPH Cryptographic Standards or using the latest FIPS 140 validated cryptographic modules.

- All electronic files that contain CDPH PCI must be encrypted when stored on any removable media type device (such as USB thumb drives, CD/DVD, tape backup, etc.), in accordance with CDPH Cryptographic Standards or using the latest FIPS 140 validated cryptographic modules.

- CDPH PCI must be encrypted during data in-transit and at-rest on all public telecommunications and network systems, and at all points not in the direct ownership and control of the Department, in accordance with CDPH Cryptographic Standards or using the latest FIPS 140 validated cryptographic modules.

B. ***Server Security.*** Servers containing unencrypted CDPH PCI must have sufficient local and network perimeter administrative, physical, and technical controls in place to protect the CDPH information asset, based upon a current risk assessment/system security review.

C. ***Minimum Necessary.*** Only the minimum amount of CDPH PCI required to complete an authorized task or workflow may be copied, downloaded, or exported to any individual device.

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D. ***Antivirus software.*** Contractor shall employ automatically updated malicious code protection mechanisms (anti-malware programs or other physical or software-based solutions) at its network perimeter and at workstations, servers, or mobile computing devices to continuously monitor and take action against system or device attacks, anomalies, and suspicious or inappropriate activities.

E. ***Patch Management.*** All devices that process or store CDPH PCI must have a documented patch management process. Vulnerability patching for Common Vulnerability Scoring System (CVSS) "Critical" severity ratings (CVSS 9.0 – 10.0) shall be completed within forty-eight (48) hours of publication or availability of vendor supplied patch; "High" severity rated (CVSS 7.0- 8.9) shall be completed within seven (7) calendar days of publication or availability of vendor supplied patch; all other vulnerability ratings (CVSS 0.1 – 6.9) shall be completed within thirty (30) days of publication or availability of vendor supplied patch, unless prior ISO and PO variance approval is granted.

F. ***User Identification and Access Control.*** All Contractor Workforce Member(s) must have a unique local and/or network user identification (ID) to access CDPH PCI. To access systems/applications that store, process, or transmit CDPH PCI, it must comply with SIMM 5360-C Multi-factor Authentication (MFA) Standard and NIST SP800-63B Digital Identity Guidelines. The SIMM 5350-C provides steps for determining the Authenticator Assurance Level (AAL), and a set of permitted authenticator types for each AAL (0-3). Note: MFA requirement does not apply to AAL 0.

All Contractor Workforce Member(s) are required to leverage FIDO authentication. The FIDO authentication is AAL 3 compliance. FIDO certified devices such as YubiKeys and Windows Hello for Business (WHfB) are the mechanism for user authentication in the Department.

Should a Workforce Member(s) no longer be authorized to access CDPH PCI, or an ID has been compromised, that ID shall be promptly disabled or deleted. User ID's must integrate with user role-based access controls to ensure that individual access to CDPH PCI is commensurate with job-related responsibilities.

	AAL 1	AAL 2	AAL 3
Permitted Authenticator Types	- Memorized Secret - Look-Up Secret - Out-of-Band Devices - Single-Factor One-Time Password (OTP) Device - Multi-Factor OTP Device - Single-Factor Cryptographic Software - Single-Factor Cryptographic Device - Multi-Factor Cryptographic Software - Multi-Factor Cryptographic Device	- Multi-Factor OTP Device - Multi-Factor Cryptographic Software - Multi-Factor Cryptographic Device - Memorized Secret **plus**: - Look-Up Secret - Out-of-Band Device - Single-Factor OTP Device - Single-Factor Cryptographic Software - Single-Factor Cryptographic Device	- Multi-Factor Cryptographic Device - Single-Factor Cryptographic Device used in conjunction with Memorized Secret - Multi-Factor OTP device (software or hardware) used in conjunction with a Single-Factor Cryptographic Device - Multi-Factor OTP device (hardware only) used in conjunction with a Single-Factor Cryptographic Software - Single-Factor OTP device (hardware only) used in conjunction with a Multi-Factor Cryptographic Software Authenticator - Single-Factor OTP device (hardware only) used in conjunction with a Single-Factor Cryptographic Software Authenticator and a Memorized Secret.

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G. ***CDPH PCI Destruction.*** When no longer required for business needs or legal retention periods, all electronic and physical media holding CDPH PCI must be purged from Contractor's systems and facilities using the appropriate guidelines for each media type as described in the prevailing "National Institute of Standards and Technology – Special Publication 800-88" – "Media Sanitization Decision Matrix."

H. ***Reauthentication.*** Contractor's computing devices holding, or processing CDPH PCI must comply the Reauthentication requirement, in which a session must be terminated (e.g., logged out) when the specified time is reached. Note: Reauthentication requirement does not apply to Authenticator Assurance Level (AAL) 0.

	AAL 1	**AAL 2**	**AAL 3**
Reauthentication	30 Days – Fix Period of Time, regardless user activity	12 hours – Fix Period of Time, regardless user activity; 30 minutes inactivity May use one of the authenticators to reauthenticate	12 hours – Fix Period of Time regardless user activity; 15 minutes inactivity Must use both authenticators to reauthenticate

In addition, reauthentication of individuals is required in the following situations:

- When authenticators change
- When roles change
- When the execution of privileged function occurs (e.g., performing a critical transaction)

I. ***Warning Banners.*** During a user log-on process, all systems providing access to CDPH PCI, must display a warning banner stating that the CDPH PCI is confidential, system and user activities are logged, and system and CDPH PCI Use is for authorized business purposes only. User must be directed to log-off the system if they do not agree with these conditions.

J. System Logging. Contractor shall ensure its information systems and devices that hold or process CDPH PCI are capable of being audited and the events necessary to reconstruct transactions and support after-the-fact investigations are maintained. This includes the auditing necessary to cover related events, such as the various steps in distributed, transaction-based processes and actions in service-oriented architectures. Audit trail information with CDPH PCI must be stored with read-only permissions and be archived for six (6) years after event occurrence. There must protect audit information and audit logging tools from unauthorized access, modification, and deletion. There must also be a documented and routine procedure in place to review system logs for unauthorized access.

K. Live Data Usage. Using live data (production data) for testing and training purposes is not allowed. Synthetic data must be Used. If synthetic data cannot be generated and/or Used, a de-identification process against the live data must be done to reduce privacy risks to individuals. The de-identification process removes identifying information from a dataset so that individual data cannot be linked with specific individuals. Refer to CHHS Data De-Identification Guidelines.

L. Privileged Access Management (PAM). Contractor who responsible for setting up and maintaining privileged accounts related to CDPH electronic information resources shall comply with the CDPH PAM Security Standard. Information resources include user workstations as well as servers, databases, applications, and systems managed on-premises and on the cloud.

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M*. *Intrusion Detection. All Contractor systems and devices holding, processing, or transporting CDPH PCI that interact with untrusted devices or systems via the Contractor intranet and/or the internet must be protected by a monitored comprehensive intrusion detection system and/or intrusion prevention system.

III. Audit Controls

A. *System Security Review.* Contractor, to assure that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection for CDPH PCI, shall conduct at least, an annual administrative assessment of risk, including the likelihood and magnitude of harm from the unauthorized access, Use, Disclosure, disruption, modification, or destruction of an information system or device holding processing, or transporting CDPH PCI, along with periodic technical security reviews using vulnerability scanning tools and other appropriate technical assessments.

B. *Change Control.* All Contractor systems and devices holding, processing, or transporting CDPH PCI shall have a documented change control process for hardware, firmware, and software to protect the systems and assets against improper modification before, during, and after system implementation.

IV. Business Continuity / Disaster Recovery Controls

A. *Emergency Mode Operation Plan.* Contractor shall develop and maintain technical recovery and business continuity plans for systems holding, processing, or transporting CDPH PCI to ensure the continuation of critical business processes and the confidentiality, integrity, and availability of CDPH PCI following an interruption or disaster event lasting more than twenty-four (24) hours.

B. *CDPH PCI Backup Plan.* Contractor shall have a documented, tested, accurate, and regularly scheduled full backup process for systems and devices holding CDPH PCI.

V. Paper Document Controls

A. *Supervision of CDPH PCI.* CDPH PCI in any physical format shall not be left unattended at any time. When not under the direct observation of an authorized Contractor Workforce Member(s), the CDPH PCI must be stored in a locked file cabinet, desk, or room. It also shall not be left unattended at any time in private vehicles or common carrier transportation, and it shall not be placed in checked baggage on common carrier transportation.

B. *Escorting Visitors.* Visitors who are not authorized to see CDPH PCI must be escorted by authorized Workforce Member(s) when in areas where CDPH PCI is present, and CDPH PCI shall be kept out of sight of visitors.

C. *Removal of CDPH PCI.* CDPH PCI in any format must not be removed from the secure computing environment or secure physical storage of the Contractor, except with express written permission of the CDPH PCI owner.

D. *Faxing and Printing.* Contractor shall control access to information system output devices, such as printers and facsimile devices, to prevent unauthorized individuals from obtaining any output containing CDPH PCI. Fax numbers shall be verified with the intended recipient before transmittal.

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E. ***Mailing.*** Mailings of CDPH PCI shall be sealed and secured from damage or inappropriate viewing to the extent possible. Mailings which include five hundred (500) or more individually identifiable records of CDPH PCI in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of CDPH to use another method is obtained.

Letter of Award

DATE: October 28, 2025

TO: CALIFORNIA LOCAL HEALTH JURISDICTIONS

SUBJECT: DISEASE INTERVENTION SPECIALIST (DIS) WORKFORCE DEVELOPMENT GRANT

The California Department of Public Health (CDPH), Sexually Transmitted Disease Control Branch (STDCB), is awarding Local Health Jurisdictions (LHJ) local assistance funds through the Disease Intervention Specialist (DIS) Workforce Development Grant. Funded by the AIDS Drug Assistance Program Rebate Fund, this Grant is to fund local disease intervention specialists supporting current or eligible services and programs as per Sections 120956 and 120972.2 of the Health and Safety Code. This Grant is set to begin on July 01, 2025, and end on June 30, 2030.

Grant Activities

The purpose of the Disease Intervention Specialist (DIS) Workforce Development Grant is to develop, expand, train, and sustain the disease investigation and intervention workforce and address jurisdictional prevention and response needs for human immunodeficiency virus (HIV), sexually transmitted infections (STIs), hepatitis C virus (HCV), and mpox. **The funding is intended to scale prevention, increase capacity to conduct disease investigation, ensure appropriate treatment, link people to care and ongoing case management, monitor disease trends and rapidly respond to changes in disease trends and outbreaks of STIs, HIV, HCV, and mpox.**

STI prevention is HIV prevention. People with STIs are at an increase risk for acquiring and transmitting HIV. CDC states in the STI Treatment Guidelines that “diagnosis of an STI is a biomarker for HIV acquisition, especially among persons with primary or secondary syphilis or, among MSM individuals with rectal gonorrhea or chlamydia.” Data shows men who have sex with men (MSM) diagnosed with rectal gonorrhea and early syphilis were at the greatest risk of being diagnosed with HIV infection post-STI diagnosis and that these individuals should be prioritized for more intensive prevention interventions, including PrEP (Katz et al, 2016). Hence, identifying, treating and preventing STIs has a clear link to preventing HIV infection.

Additionally, HIV, STIs, HCV, and mpox have shared populations at risk, including MSM due to similar transmission mechanisms including sexual activity. In California, STI and HIV rates are particularly high among vulnerable populations already at elevated risk for HIV, including gay, bisexual, and other MSM, transgender and non-binary individuals, BIPOC communities, people who use drugs, and people experiencing homelessness or incarceration. Recent data also indicates STI rates are significantly higher - up to 39% (Williams & Bryant, 2018) and the CDC reports an increased HIV burden among people experiencing homelessness. Additionally, a composite literature review of STI prevalence in homeless adults identified HCV as the highest reported prevalence, at 52% among older men experiencing homelessness (Williams & Bryant, 2018).

According to HHS Guidelines: Both HIV and HCV can be transmitted by percutaneous exposure to blood or blood products, sexual intercourse, and perinatal transmission; however, the relative efficiency of transmission by these routes varies substantially. HCV transmission via injection drug use remains the most common mode of acquisition in the United States. The prevalence of HCV infection among people with HIV is distributed in the following subgroups: people who inject drugs (82.4%), men who have sex with men (MSM, 6.4%). In the United States, it is estimated that 62% to 80% of people who inject drugs and have HIV also have HCV infection. Estimates of HCV/HIV coinfection in the United States have been cited as 21% but have ranged from 6% to 30% with high variability based on the distribution of HIV transmission risk factors.

The potential for rapid spread of HIV among this population of PWID was realized during a 2015 outbreak in rural Scott County, Indiana. In January 2015, disease intervention specialists reported 11 new cases of confirmed HIV infection epidemiologically linked through injection drug use; by comparison, only 5 HIV infections had been diagnosed in this county in the prior 10 years (2004–2013). By November 2015, 181 new cases of HIV had been diagnosed; 92% of infected persons were coinfected with HCV. In this outbreak among PWID, HCV infection typically preceded HIV infection, representing an important opportunity for HIV prevention. HCV among PWID is often an indicator of syringe-sharing, which also increases HIV risk. Empirical evidence and program evaluation data in California has shown that offering HCV testing increases acceptability and utilization of HIV testing among PWID.

Finally, people who are living with or are at risk for HIV are disproportionately impacted by mpox. Mitigation of mpox severity and transmission through vaccination is a core priority in California since approximately 40% of mpox cases in California in 2023 were among people with HIV. People with HIV, particularly those with a low CD4 cell count or those not receiving antiretroviral therapy, are at higher risk for severe mpox and even death.

Evidence for increasing STI, HCV and mpox incidence and prevalence in HIV-negative men seen in HIV PrEP clinics has also led to current recommendations to monitor for STIs, HCV and mpox as part of PrEP care. For this reason, it is critical that HIV prevention funds also incorporate these preventive services.

The syndemic of HIV, STIs, HCV and mpox from sexual and/or bloodborne transmission highlights the need for a syndemic approach to risk reduction. Given this context, LHJ disease investigators, epidemiologists, clinicians, and other program and grant managers play a critical role in identifying and responding to cases of HIV, STIs, HCV, and mpox, as well as reaching their partners. This work is essential for identifying those at greatest risk for HIV for expanding prevention, conducting investigations, monitoring disease trends, ensuring treatment, linking individuals and their partners to care and prevention are vital strategies for controlling the spread of HIV, STIs, HCV and mpox in California.

The Grant Activities are enclosed for your information and available on the STI/HCV Local Assistance Funding SharePoint site. Grantees are responsible for all grant objectives in the Grant Activities unless they are marked as “Optional.”

Grantees must adhere to the Grant Activities, and any subsequent revisions, along with all instructions, policy memoranda, or directives issued by CDPH/STDCB. CDPH/STDCB will make any changes and/or additions to these guidelines in writing and, whenever possible, notification of such changes shall be made 30 days prior to implementation.

Updates to the Grant Activities or additional guidance can be found at the STI/HCV Local Assistance Funding SharePoint site.

Funding

These annual DIS Workforce Development Grant funds will maintain the disease intervention specialist workforce across 61 LHJs and ensure the continuation of essential services to prevent and control STIs, HIV, HCV, and mpox. A detailed summary of the funding for the 61 LHJs in California, including final amounts, is available at STI/HCV Local Assistance Funding SharePoint site. Funding availability in subsequent fiscal years will be determined by satisfactory recipient performance and is subject to the availability of appropriated funds.

Next Steps

To receive these funds, the LHJs must return the following documents no later than close of business, **December 05, 2025** via email to Adriana.Cervantes@cdph.ca.gov with a cc to STDLHJContracts@cdph.ca.gov. The name of the LHJ must be included in the subject line to help us easily identify which LHJ you represent (*County of XXXX – Agreement # - DIS Workforce Development Grant*).

1. **Signed Grant Agreement (CDPH 1229)**
   - The signature page only. It must bear original or digital signatures.
2. **Copy of the Board Resolution/Order/Motion, ordinance, or other similar document authorizing execution of the agreement.**
   - The LHJs may exercise their delegated authority to accept and implement this grant and future amendments to support the continuation of DIS Workforce Development activities.
     - If your next board meeting is after December 05, 2025, email Adriana.Cervantes@cdph.ca.gov with the date you plan to add this to the board of supervisor's agenda.
3. **California Civil Rights Laws and Attachment (DGS OLS 04)**
4. **Certificate of Insurance (COI)**
   - The COI must also include the following language under the Description of Operations section: *"The State of California, its officers, agents and employees are included as additional insured, but only with respect to work performed for the State of California under the contract. The additional insured endorsement must accompany the certificate of insurance."*
   - The certificate holder must be listed as California Department of Public Health (CDPH).
5. **Contractor Certification Clause (CCC 042017)**
6. **Government Agency Taxpayer ID Form (CDPH 9083)**
7. **Budget for FY 2025-2026**
   - The budget template can be accessed on the STI/HCV Local Assistance Funding SharePoint site.
   - The budgets are due for future FYs as follows:
     - FY 2026-2027 due March 6, 2026
     - FY 2027-2028 due March 5, 2027
     - FY 2028-2029 due March 3, 2028
     - FY 2029-2030 due March 2, 2029

Upon final approval of the grant agreement documents, you will receive an executed copy.

The DIS Workforce Development Grant webinar has been scheduled for November 19, 2025, from 9:30 am to 10:30 am.

Microsoft Teams Meeting Information
Join the meeting now
Meeting ID: 211 238 838 633 1
Passcode: iX7EN2rZ

During the webinar, the STDCB will provide an overview of the Grant including background, goals of the funding, funding information, Grant Activities, and anticipated next steps and timeline. The presentation will be followed by a question-and-answer period. Please forward this invitation to staff in your jurisdiction that should participate in the webinar. This meeting will be recorded for those unable to attend and posted to the STI/HCV Local Assistance Funding SharePoint site.

Contact Information
We look forward to collaborating with you to support the DIS workforce. If you have any questions, please do not hesitate to contact your Local Assistance Funding Specialist, Adriana Cervantes by email (Adriana.Cervantes@cdph.ca.gov).

Sincerely,

Alexia McGonagle
Assistant Branch Chief
STD Control Branch

Enclosures

cc: Kathleen Jacobson, MD, Chief, STD Control Branch
Jill Marek, Chief, Disease Intervention Section
Orlanda Tafolla, Chief, Business Operations Support Section
Rachel Piper, Chief, Contracts and Purchasing Unit
Adriana Cervantes, Local Assistance Funding Specialist

Pursuant to Public Contract Code section 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of $100,000 or above shall certify, under penalty of perjury, at the time the bid or proposal is submitted or the contract is renewed, all of the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and

2. EMPLOYER DISCRIMINATORY POLICIES: For contracts executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Proposer/Bidder Firm Name (Printed)	Federal ID Number
County of Colusa	94-6000508

By (Authorized Signature)

Printed Name and Title of Person Signing

Daurice Smith, Chair, Board of Supervisors

Executed in the County of	Executed in the State of
Colusa	CA

Date Executed

12/16/2025

Contractor Certification Clauses

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
County of Colusa	94-6000508

By (Authorized Signature)

Printed Name and Title of Person Signing

Daurice Smith, Chair, Board of Supervisors

Date Executed	Executed in the County of
12/16/2025	Colusa

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

1) the dangers of drug abuse in the workplace;

2) the person's or organization's policy of maintaining a drug-free workplace;

3) any available counseling, rehabilitation and employee assistance programs; and,

4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm’s offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor’s records, documents, agents or employees, or premises if reasonably

required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be*:* (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

Colusa County

Agenda Request Form

Item ID#: 2025-182 **Agenda Date:** 12/16/2025 **Item 29**

HEALTH AND HUMAN SERVICES

Approve the Participation Agreement with **California Department of Health Care Services** to allow Colusa County participation in the County-Based Medi-Cal Administrative Activities program as the Local Governmental Agency (LGA).

Detailed Description/Background of Request
The County-Based Medi-Cal Administrative Activities program (CMAA) is a federally reimbursed program authorized under Title XIX of the Social Security Act and administered by the California Department of Health Care Services (DHCS). The program allows counties and other local governmental agencies to receive 50% Federal Financial Participation (FFP) reimbursement for performing specific administrative activities that support the Medi-Cal program. These administrative activities include outreach, application assistance, referral, coordination, and program planning that help Medi-Cal eligible individuals access and maintain needed health services. CMAA does not fund direct medical care but instead supports the administrative infrastructure that connects eligible residents to Medi-Cal coverage and services.

The CMAA program is a mechanism for county public health and social services departments to be reimbursed for a portion of the activities outlined above. The county contracts with the state, who, in turn, contracts with the federal government. The participating counties have formed a consortium to coordinate the administration of the CMAA program with DHCS. Santa Cruz County is serving as the "Host Entity" for the county consortium. The Host Entity enters into a separate agreement with DHCS to coordinate the CMAA program for the Local Government Agencies and collects and disburses participation fees. The Host Entity invoices for these services based upon the amounts claimed. The cost for these services to DHHS is $500.00 for this FY.

Prior Board Action
N/A

Fiscal Impact/Funding Source
There is no cost to the County General Fund.

Action for the Clerk
Please approve and sign the agreement. When executed, please print and scan the document and forward it by email to Anissa Saleem @ Anissa.Saleem@dhcs.ca.gov. Please cc Kirill Obraztsov in communication with DHCS.

Attachments:

1. CMAA EVERGREEN Participation Agreement - Colusa

County/City of: Colusa

ARTICLE I – STATEMENT OF INTENT

The purpose of this Participation Agreement (PA) between the Department of Health Care Services (DHCS) and the County of Colusa is to permit the Local Governmental Agency (LGA) to participate in the CMAA program under California's Medi-Cal program.

ARTICLE II – AUTHORITY

This PA is authorized pursuant to and in accordance with 2 Code of Federal Regulations, part 200 et seq.; 42 Code of Federal Regulations, part 433; Welfare and Institutions Code section 14132.47; DHCS issued policy and guidance, including but not limited to the CMAA Operational Plan, Policy and Procedure Letters (PPLs) published by the CMAA program; and any other applicable federal and state laws and regulations.

ARTICLE III – TERM AND TERMINATION OF THE AGREEMENT

1. This PA is effective as of 07/01/2025.

2. Upon the execution of this PA, both the LGA and DHCS agree to abandon and terminate the current Contract N/A.

3. This PA will remain in effect until terminated by either party pursuant to this article subject to the requirements and conditions set forth in this PA.

4. Termination Without Cause:

   Either party may terminate this PA without cause by issuing a written notification to the other party of the intent to terminate the PA at least 30-days prior to the termination date. Termination shall result in the LGA's immediate withdrawal from the CMAA program on the termination date and exclusion from further participation in the CMAA program unless and until the LGA is reinstated by DHCS in the CMAA program. DHCS will continue to reimburse allowable claims for services provided prior to termination if they are accurate and complete. LGAs will remain responsible for any recoupments due to federal/state deferrals or disallowances for claims submitted prior to termination.

5. Termination With Cause:

DHCS may terminate this PA for cause, effective immediately, if the LGA fails to comply with any of the terms of this PA. Furthermore, DHCS may terminate this PA for cause, effective immediately, if DHCS determines that the LGA does not meet the requirements for participation in the CMAA program, the LGA has not submitted a valid reimbursement claim to the CMAA program, or the LGA is unable to certify that the claims are eligible for federal funds. Termination will result in the LGA's immediate withdrawal and exclusion from further participation in the CMAA program.

The conviction of an employee, subcontractor, or authorized agent of the LGA, or of an employee or authorized agent of a subcontractor, of any felony or of a misdemeanor involving fraud, abuse of any Medi-Cal applicant or beneficiary, or abuse of the Medi-Cal Program, shall result in the exclusion of that employee, agent, or subcontractor, or employee or agent of a subcontractor, from participation in the CMAA program. Failure of the LGA to exclude a convicted individual from participation in the CMAA program shall constitute a breach of contract and DHCS may terminate this PA with cause.

Finally, DHCS may terminate this PA with cause in the event that DHCS determines that the LGA, or any employee or contractor working with the LGA has violated the laws, regulations or rules governing the CMAA program. In cases where DHCS determines that the health and welfare of Medi-Cal beneficiaries or of the public is jeopardized by continuation of this PA, this PA shall be terminated effective the date that DHCS made this determination. After termination of the PA, any overpayment must be returned to DHCS pursuant to Welfare and Institutions Code sections 14176 and 14177.

ARTICLE IV – PROJECT REPRESENTATIVES

Matthew Jones, Chief
County-Based Medi-Cal Administrative Activities Unit
Local Governmental Financing Division
Department of Health Care Services
Telephone: (916) 345-7867
E-Mail: Matthew.Jones@dhcs.ca.gov

Direct all inquiries and notices to:

County-Based Claiming & Inmate Services Section
Anissa Saleem, CMAA Analyst
1501 Capitol Ave., MS 4603
P.O. Box 997436
Sacramento, CA 95899-7436
Telephone: (916) 345-8173
E-Mail: anissa.saleem@dhcs.ca.gov

Colusa County Department Health & Human Services
Attn: Elizabeth Kelly, Director
251 E. Webster Street
Colusa, CA 95932
Telephone: (530) 458-0250
E-Mail: Elizabeth.Kelly@countyofcolusaca.gov

Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this Participation Agreement.

ARTICLE V – LGA RESPONSIBILITIES

1. The LGA shall comply with all provisions of the CMAA Operational Plan, the CMAA and Targeted Case Management (TCM) Time Survey Methodology, DHCS Policy and Procedure Letters (PPLs), state issued policy directives, 42 United States Code Section 1396 et seq., 42 Code of Federal Regulations part 400 et seq., 45 Code of Federal Regulations part 95 et seq., 2 Code of Federal Regulations part 200 et. seq., relevant portions of Welfare and Institutions Code, Chapter 7 (commencing with section 14000) and Chapter 8 (commencing with section 14200), and the relevant portions of the California Code of Regulations, title 22, section 50000 et seq., all as periodically amended.

2. The LGA shall adhere to the Business Associate Agreement (BAA) and its attachments, and any subsequent updates, which are incorporated herein as Exhibit A and made part of this PA by reference. The BAA may be updated periodically by DHCS, as required by program directives or changes in law or policy. Unless otherwise indicated, DHCS shall provide the LGA with copies of the BAA at the time or before the PA is presented to the LGA for review, acceptance, and signature and will require acknowledgement of receipt by the LGA. Periodic updates to the BAA that are not electronically accessible via the Internet, an extranet link, or other mechanism will be presented to the LGA under separate cover and acknowledgement of receipt will be required. DHCS will maintain a copy of the BAA referenced herein and any subsequent updates. Data released to LGAs per the BAA is to be used solely for the purpose of verifying the Medi-Cal eligibility, Federal Financial Participation eligibility, Managed Care Plan designations, and identifying beneficiaries with alternate format needs, if applicable. The data elements used are listed in Attachment A to the BAA.

3. The LGA must ensure all applicable state and federal requirements are met with regard to expense allowability and fiscal documentation.

    A. The LGA must ensure that all claims submitted to DHCS for reimbursement include only allowable reimbursable activities as detailed in the CMAA Operational Plan.

    B. CMAA invoices from the LGA submitted to and accepted by DHCS for payment, shall not be deemed evidence of an agreement of allowable costs.

C. Supporting documentation of all amounts invoiced shall be maintained for review and audit, and supplied to DHCS upon request, pursuant to this PA to permit a determination of expense allowability.

i. If the allowability or appropriateness of an expense cannot be determined by DHCS because invoice detail, fiscal records, or backup documentation is nonexistent or inadequate, according to Generally Accepted Accounting Principles or practices, all questioned costs may be disallowed and payment may be withheld or recouped by DHCS. Upon receipt of adequate documentation supporting a disallowed or questioned expense, reimbursement may resume for the amount substantiated and deemed allowable reimbursement.

D. Federal regulations require that all records in support of allowable CMAA claims must be maintained for a minimum of three fiscal years after the end of the quarter in which the LGA receives reimbursement from DHCS for the last revised or corrected quarterly invoice, or later if required by DHCS directive or until a State or federal audit is completed.

4. LGA will ensure that deliverables developed and produced pursuant to this Agreement comply with federal and state laws, regulations or requirements regarding accessibility and effective communication, including the Americans with Disabilities Act (42 U.S.C. § 12101, et. seq.), which prohibits discrimination on the basis of disability, and section 508 of the Rehabilitation Act of 1973 as amended (29 U.S.C. § 794 (d)). Specifically, electronic and printed documents intended as public communications must be produced to ensure the visual-impaired, hearing-impaired, and other special needs audiences are provided material information in the formats needed to provide the most assistance in making informed choices. These formats include but are not limited to braille, large font, and audio.

5. The LGA assures DHCS that it complies with the ADA, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

6. As a condition of participation in the CMAA program, and in recognition of costs incurred administering the CMAA program, the LGAs shall pay an annual participation fee through a mechanism agreed to by DHCS and LGAs, or, if no agreement is reached by August 1 of each year, directly to DHCS.

A. The participation fee shall be used to cover the cost of administering the CMAA program, including, but not limited to, claims processing, technical assistance, and monitoring. DHCS shall determine and report staffing requirements upon which projected costs will be based.
B. The amount of the participation fee shall be based upon the anticipated DHCS salaries, benefits, operating expenses, and equipment necessary to administer the CMAA program and other costs related to that process.

7. At times, the LGA may find it necessary to enter into subcontracts with other organizations, such as Community Benefit Organizations (CBOs), to perform CMAA. The LGA agrees that any subcontracts created for this purpose will comply with the following requirements. Additionally, the LGA agrees to ensure that elected subcontractors adhere to the same federal and state rules and regulations as the LGA.

    A. Any and all subcontracts entered into to perform allowable CMAA activities must be made available for DHCS or federal review.

    B. The LGA is responsible for the acts and omissions of its employees or subcontractors.

    C. Contracts between the LGA and subcontractors must not include any employees who have been convicted of a felony or a misdemeanor involving fraud or abuse of any Medi-Cal applicant or beneficiary or abuse of the Medi-Cal program, as such employees are excluded from participation in the CMAA program. Failure of the LGA to exclude a convicted individual from participation in the Medi-Cal Administrative program shall constitute a breach and may subject this PA to termination pursuant to Article III, Provision 4.

        i. An employee shall continue to be excluded from the CMAA program, regardless of any subsequent court order pursuant to section 1203.4 of the Penal Code allowing the employee to withdraw his or her plea of guilty and to enter a plea of guilty or not guilty, or setting aside the verdict of guilty or dismissing the accusation, information or indictment.

    D. Contracts between the LGA and subcontractors must not include any employees of either party who have been suspended or excluded from participation in the Medi-Cal, Medicaid, or Medicare programs, as such employees are excluded from participation in the CMAA program. Failure of the LGA to exclude a suspended or excluded employee from participation in the CMAA program shall constitute a breach and may subject this PA to termination pursuant to Article III, Provision 4.

    E. Any contracts between the LGA and subcontractors must not include any employees of either party whose license, certificate, or registration has been revoked, suspended, or restricted if the license, certificate, or registration is required for Medi-Cal administrative activities, as such employees are excluded from participation in the CMAA program. Failure of the LGA to exclude an individual whose license, certificate, or registration has been revoked, suspended, or restricted from the CMAA program may constitute a breach and subject this PA to termination pursuant to Article III, Provision 4.

ARTICLE VI – DHCS RESPONSIBILITIES

1. DHCS will remit payment to the LGA for eligible activities performed in accordance with the CMAA program and billed in accordance with applicable claim submission requirements found

in the CMAA Operational Plan and PPLs issued by the CMAA program. In addition, DHCS will provide time survey training and invoice training to the LGA coordinators.

ARTICLE VII – FISCAL PROVISIONS

1. The LGA will be reimbursed for actual quarterly CMAA expenditures incurred in accordance with the allowable costs specified herein pursuant to the certified public expenditure provisions and the CMAA Invoice provisions of the CMAA Operational Plan, quarterly time survey results based on the CMAA/TCM Time Survey Methodology, and PPLs issued by the CMAA program.

2. CMAA invoices shall include this agreement number and shall be submitted quarterly on a schedule established by DHCS. Invoices shall be submitted to DHCS electronically through the DHCS Secure File Transfer drop site.

3. Payments due to DHCS must be submitted to:

U.S. Mail	**Overnight Mail**
Anissa Saleem	Anissa Saleem
Department of Health Care Services	Department of Health Care Services
Local Governmental Financing Division	Local Governmental Financing Division
County-Based Claiming and Inmate Services Section	County-Based Claiming and Inmate Services Section
MS 2826	MS 2826
PO Box 997436	1501 Capitol Avenue
Sacramento, CA 95899-7436	Sacramento, CA 95814-5005

4. LGAs and their subcontractors are considered contractors solely for the purposes of U.S. Office of Management and Budget Uniform Guidance (2 C.F.R. § 200, and, specifically, 2 C.F.R. § 200.330). Consequently, as contractors, and distinguished from subrecipients, a Dun and Bradstreet Universal Numbering System (DUNS) number is not required.

5. Submission of a falsified CMAA invoice by an LGA shall constitute a breach and grounds for termination of this PA pursuant to Article III, Provision 4. Submission of a CMAA invoice without supporting documentation by an LGA may constitute a breach and grounds for termination of this PA pursuant to Article III, Provision 4.

ARTICLE VIII – BUDGET CONTINGENCY CLAUSE

1. It is mutually agreed that if the State Budget Act of the current State Fiscal Year (SFY) and any subsequent SFYs covered under this PA does not provide sufficient funds for the CMAA program, this PA shall be of no further force and effect. In such event, DHCS shall unequivocally have no liability to pay any funds to the LGA or to furnish any other considerations under the PA and the LGA shall not be obligated to perform any provisions of this PA.

2. If funding for any SFY is reduced or deleted by the State Budget Act for purposes of the CMAA program, DHCS shall have the option to either cancel this PA, with no liability to DHCS; or offer the LGA an amendment to the PA that reflects the reduced amount.

ARTICLE IX – LIMITATION OF STATE LIABILITY

1. In the event of a federal audit disallowance, the LGA shall cooperate with DHCS in replying to and complying with any federal audit exception related to the CMAA program. The LGA shall assume sole financial responsibility for any and all federal audit disallowances related to the rendering of services under this PA. The LGA shall assume sole financial responsibility for any and all penalties and interest charged as a result of a federal audit disallowance related to the rendering of services under this PA. The amount of the federal audit disallowance, plus interest and penalties, shall be payable on demand from DHCS.

2. If the LGA fails to remit payment, including any interest and penalties, pursuant to a federal audit disallowance following a demand for such payment from DHCS; DHCS has the option to terminate this PA, withhold future payments to the LGA for services rendered, or recoup payments made to the LGA for services rendered under the CMAA program.

ARTICLE X – AMENDMENT

1. This PA and any exhibits attached hereto shall constitute the entire agreement among the parties regarding the CMAA program and supersedes any prior or contemporaneous understanding or agreement with respect to the CMAA program and may be amended only by a written amendment to this PA.

2. Changes to the project representatives may be made via written communication including email by either party and shall not constitute a formal amendment to the PA.

ARTICLE XI – GENERAL PROVISIONS

1. None of the provisions of this PA are or shall be construed as for the benefit of, or enforceable by, any person not a party to this PA.

2. The interpretation and performance of this PA shall be governed by the State of California. The venue shall lie only in counties in which the California Attorney General maintains an office.

ARTICLE XII – INDEMNIFICATION

1. It is agreed that the LGA shall defend, hold harmless, and indemnify DHCS, its officers, employees, and agents from any and all claims liability, loss or expense (including reasonable

attorney fees) for injuries or damage to any person or property which arise out of the terms and conditions of this PA and the negligent and intentional acts or omissions of the LGA, its officers, employees, or agents.

ARTICLE XIII – AVOIDANCE OF CONFLICTS OF INTEREST

1. The LGA is subject to compliance with the Medi-Cal Conflict of Interest Law, as applicable and set forth in Welfare and Institutions Code section 14022, and Article 1.6 (commencing with Welfare and Institutions Code section 14047), and implemented pursuant to California Code of Regulations, title 22, section 51466.

County/City of: Colusa

The signatories to this PA warrant that they have full and binding authority to the commitments contained herein on behalf of their respective entities.

LGA Name: Colusa County

Daurice Smith
Name of Authorized Representative
(Person legally authorized to bind contracts for the LGA)

Chair, Board of Supervisors
Title of Authorized Representative

Signature of Authorized Representative

12/16/2025
Date

STATE OF CALIFORNIA – DEPARTMENT OF HEALTH CARE SERVICES

Signature of the DHCS Authorized Representative

Charles Anders, Chief, Local Governmental Financing Division
Typed or Printed Name/Title of the DHCS Authorized Representative

Date

Colusa County

Agenda Request Form

Item ID#: 2025-202 **Agenda Date:** 12/16/2025 **Item 30**

HEALTH AND HUMAN SERVICES

Approve Amendment Number 7 to the **Regents of the University of California, acting for and on behalf of University of California, Davis Health**, to provide psychological evaluations and expert witness testimony services on an as-needed basis.

Detailed Description/Background of Request
The County of Colusa Department of Health and Human Services requests approval of Amendment Number 7 to the Agreement for Services between The Regents of the University of California, acting for and on behalf of University of California, Davis Health and County of Colusa through its Department of Health and Human Services. Amendment to Agreement PC17-069, Exhibit A, Scope of Work and Budget, of the Agreement shall be replaced in its entirety by a revised Exhibit A, Scope of Work and Rate.

Prior Board Action
PC17-069, C18-170, C19-180, C20-208, C21-204, C23-004, C25-003

Fiscal Impact/Funding Source
This is a budgeted expense with no impact on County General fund; cost will be paid through State and Federal funding.

Action for the Clerk
Please number amendment, obtain signatures and forward to:
Shelly Butler at sdbutler@health.ucdavis.edu.
Please cc Donna Dennis and Kirill Obraztsov in communication with the contractor.

Attachments:
1. Amendment 7 ColusaCoHHS_UCDavis.SDB 10.17.25
2. C25-003 6th Amendment The Regents of the University of CA, on behalf o Univesity of CA, Davis Health
3. C23-004 5th Amendment The Regents of University of California on behalf of University of California, Davis Health
4. C21-204 4th Amd Regents of the University of CA on behalf of Davis Health (No.S17-13737V 2722
5. C20-208 3rd Amendment Regents of the University of CA (S17-13737V 2722)
6. C19-180 S17-13737V Amd No. 2 - Agreement to Provide Professional Medical Services (Psychological Evaluations and Expert Testimony)
7. C18-170_1st Amendment to PC17-069-Executed

8. PC17-069_UCD for CAARE services

Amendment No. 7 to University Agreement No. S17-13737V 2722

Parties to this Amendment:	The Regents of the University of California, acting for and on behalf of University of California, Davis Health ("University"). and County of Colusa, Department of Health and Human Services ("Colusa").
Original Agreement:	Agreement to Provide Professional Medical Services (University Agreement No. S17-13737V 2722; Colusa Agreement No. PC17-069) with an execution date of November 30, 2017, first amended with an effective date of December 1, 2018, second amended with an effective date of December 1, 2019, third amended with an effective date of December 1, 2020, fourth amended with an effective date of December 1, 2021, fifth amended with an effective date of December 1, 2022 ("Agreement").
Effective Date of this Amendment:	December 1, 2025 ("Effective Date").

WHEREAS, the Parties hereto desire to amend certain terms of the Agreement; and

THEREFORE, the Parties hereby agree as follows:

1. Defined Terms. Capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Agreement.

2. Amendment(s) to the Agreement.
   A. Exhibit A, Scope of Work and Budget, of the Agreement shall be replaced in its entirety by revised Exhibit A, Scope of Work and Rate, attached hereto and incorporated herein.

   B. All other terms and conditions shall remain the same.

3. Ratification of the Agreement. Except as expressly set forth in this Amendment, the Agreement shall remain unmodified and in full force and effect.

4. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed to be an original, but all of which constitute one instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the duly authorized representatives of University and Colusa have executed this Amendment as of the last date of signature written below.

AGREED:

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA ON BEHALF OF UNIVERSITY OF CALIFORNIA DAVIS HEALTH

By_____
Pakou Vang
Supervisor, Health Affairs Business Contracts

Date_____

COUNTY OF COLUSA

By_____
~~Gary~~ Daurice K. Smith~~J. Evans~~, Chair
Board of Supervisors

Date_____

Approved As To Form:

_____
Richard Stout, County Counsel

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

By _____
Patricia Rodriquez, Deputy

EXHIBIT A
SCOPE OF WORK AND RATE

I. SCOPE OF WORK

A. UNIVERSITY, through its CAARE Center, shall provide psychological evaluations and expert witness testimony services on an as-needed basis to COLUSA ("Services").

B. For Services provided, COLUSA shall reimburse UNIVERSITY at an amount not to exceed Ten Thousand Dollars ($10,000.00) annually at the rates indicated in the Budget below and in accordance with Section II, COLUSA's Performance, of the Agreement.

II. RATE*

CAARE Diagnostic and Treatment Center
Department of Pediatrics
Mental Health Services

	Evaluations	Staff Psychologist	Evaluation Program Managers
1	Psychological evaluations	$400 per hour	$450 per hour
	Expert Witness Testimony	**Staff Psychologist**	**Evaluation Program Managers**
1	Expert Witness Testimony	$400 per hour	$450 per hour
	Travel	**Staff Psychologist**	**Evaluation Program Managers**
1	Travel time to/from the CAARE Center and service delivery location.	$400 per hour	$450 per hour
	No show	**Staff Psychologist**	**Evaluation Program Managers**
1	Scheduled appointments missed without 24-hour prior notice will be billed for one hour. Appointments cancelled with more than 24-hour notice will not be billed.	$400 per hour	$450 per hour

*University reserves the right to review the cost for Services, if necessary, adjust such costs. Such cost adjustments shall be communicated in writing by University to Colusa of such review, if adjustment is required.

C25-003

Amendment No. 6 to UNIVERSITY Agreement No. S17-13737V 2722

Parties to this Amendment:	The Regents of the University of California, acting for and on behalf of University of California, Davis Health ("UNIVERSITY"). and County of Colusa, Department of Health and Human Services ("COLUSA").
Original Agreement:	Agreement to Provide Professional Medical Services (UNIVERSITY Agreement No. S17-13737V 2722; COLUSA Agreement No. PC17-069) with an execution date of November 30, 2017, first amended with an effective date of December 1, 2018, second amended with an effective date of December 1, 2019, third amended with an effective date of December 1, 2020, fourth amended with an effective date of December 1, 2021, fifth amended with an effective date of December 1, 2022 ("Agreement").
Effective Date of this Amendment:	**December 1, 2024** ("Effective Date").

WHEREAS, the Parties hereto desire to amend certain terms of the Agreement; and

THEREFORE, the Parties hereby agree as follows:

1. Defined Terms. Capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Agreement.

2. Amendment(s) to the Agreement.
   A. The term of the Agreement shall be extended from December 1, 2024 through November 30, 2026.

   B. The Parties acknowledge UNIVERSITY has changed its legal address. UNIVERSITY's address in Section III, General, Subsection I, Notice under "To UNIVERSITY:" shall be deleted and replaced with:

      "To UNIVERSITY: UC Davis Health Contracts
      10850 White Rock Road
      Rancho Cordova, CA 95670
      (University Agreement number S17-13737V 2722)
      Or
      HS-HealthAffairsContracts@ucdavis.edu"

   C. Exhibit A, Scope of Work and Budget, of the Agreement shall be replaced in its entirety by revised Exhibit A, Scope of Work and Budget, attached hereto and incorporated herein.

   D. All other terms and conditions shall remain the same.

C25-003

3. Ratification of the Agreement. Except as expressly set forth in this Amendment, the Agreement shall remain unmodified and in full force and effect.

4. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed to be an original, but all of which constitute one instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

SIGNATURE PAGE TO FOLLOW

C25-003

Amendment No. 6 to UNIVERSITY Agreement No. S17-13737V 2722

IN WITNESS WHEREOF, the duly authorized representatives of UNIVERSITY and COLUSA have executed this Amendment as of the last date of signature written below.

AGREED:

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA ON BEHALF OF UNIVERSITY OF CALIFORNIA DAVIS HEALTH

By Pakou Vang Digitally signed by Pakou Vang Date. 2025.02.06 12.32:08 -08'00'

Pakou Vang
Supervisor, Health Affairs Business Contracts

Date February 6, 2025

COUNTY OF COLUSA

By _____

Daurice K. Smith, Chair
Board of Supervisors

Date 1/14/25

Approved As To Form:

_____

Richard Stout, County Counsel

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

By _____

Patricia Rodriquez, Deputy

C25-003

Amendment No. 6 to UNIVERSITY Agreement No. S17-13737V 2722

EXHIBIT A
SCOPE OF WORK AND BUDGET

I. SCOPE OF WORK

A. UNIVERSITY, through its CAARE Center, shall provide psychological evaluations and expert witness testimony services on an as-needed basis to COLUSA ("Services").

B. For Services provided, COLUSA shall reimburse UNIVERSITY at an amount not to exceed Ten Thousand Dollars ($10,000.00) annually at the rates indicated in the Budget below and in accordance with Section II, COLUSA's Performance, of the Agreement.

II. BUDGET*

CAARE Diagnostic and Treatment Center
Department of Pediatrics
Mental Health Services
FY 2025-2026

(Effective January 1, 2025)

Evaluations		Staff Psychologist	Evaluation Program Managers
1	Psychological evaluations	$400 per hour	$450 per hour
Expert Witness Testimony		**Staff Psychologist**	**Evaluation Program Managers**
1	Expert Witness Testimony	$400 per hour	$450 per hour
Travel		**Staff Psychologist**	**Evaluation Program Managers**
1	Travel time to/from the CAARE Center and service delivery location.	$400 per hour	$450 per hour
No show		**Staff Psychologist**	**Evaluation Program Managers**
1	Scheduled appointments missed without 24-hour prior notice will be billed for one hour. Appointments cancelled with more than 24 hour notice will not be billed.	$400 per hour	$450 per hour

C25-003

*University reserves the right to review the cost for Services, if necessary, adjust such costs. Such cost adjustments shall be communicated in writing by University to Colusa of such review, if adjustment is required.

C23-004

Amendment No. 5 to UNIVERSITY Agreement No. S17-13737V 2722

Parties to this Amendment:	The Regents of the University of California, acting for and on behalf of University of California, Davis Health ("UNIVERSITY"). and County of Colusa, Department of Health and Human Services ("COLUSA").
Original Agreement:	Agreement to Provide Professional Medical Services (UNIVERSITY Agreement No. S17-13737V 2722; COLUSA Agreement No. PC17-069) with an execution date of November 30, 2017 ("Agreement").
Effective Date of this Amendment:	**December 1, 2022.**

WHEREAS, the Parties hereto desire to amend certain terms of the Agreement; and

THEREFORE, the Parties hereby agree as follows:

1. Defined Terms. Capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Agreement.

2. Amendment(s) to the Agreement.
   A. The term of the Agreement shall be extended from December 1, 2022 through November 30, 2024.

   B. Exhibit A (Scope of Work and Budget) of the Agreement shall be replaced in its entirety by revised Exhibit A (Scope of Work and Budget), attached hereto and incorporated herein, effective December 1, 2022.

   C. All other terms and conditions shall remain the same.

3. Ratification of the Agreement. Except as expressly set forth in this Amendment, the Agreement shall remain unmodified and in full force and effect.

4. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed to be an original, but all of which constitute one instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

SIGNATURE PAGE TO FOLLOW

C23-004

Amendment No. 5 to UNIVERSITY Agreement No. S17-13737V 2722

IN WITNESS WHEREOF, the duly authorized representatives of UNIVERSITY and COLUSA have executed this Amendment as of the last date of signature written below.

AGREED:

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA ON BEHALF OF UNIVERSITY OF CALIFORNIA DAVIS HEALTH

By _____
Erick Jenkins, JD, MS
Manager, UC Davis Health Contracts

Date March 17, 2023

COUNTY OF COLUSA

By _____
Kent S. Boes, Chair
Board of Supervisors

Date 1/3/23

Approved As To Form:

_____
Richard Stout, County Counsel

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

By _____
Patricia Rodriquez, Deputy

C23-004

Amendment No. 5 to UNIVERSITY Agreement No. S17-13737V 2722

EXHIBIT A
SCOPE OF WORK AND BUDGET
(Effective December 1, 2022)

I. SCOPE OF WORK

A. University, through its CAARE Center, shall provide psychological evaluations and expert witness testimony services on an as-needed basis to Colusa ("Services").

B. For Services provided, Colusa shall reimburse University at an amount not to exceed ten thousand dollars ($10,000.00) annually at the rates indicated in the Budget below and in accordance with Section II, Colusa's Performance, of the Agreement.

II. BUDGET*

CAARE Diagnostic and Treatment Center
Department of Pediatrics
Mental Health Services
FY 2022-2024 Rates*

Evaluations	**Staff Psychologist**	**Evaluation Program Manager**
Psychological evaluations	$350 per hour	$400 per hour
Expert Witness Testimony	**Staff Psychologist**	**Evaluation Program Manager**
Expert Witness Testimony	$350 per hour	$400 per hour
Travel	**Staff Psychologist**	**Evaluation Program Manager**
Travel time to/from the CAARE Center and service delivery location.	$350 per hour	$400 per hour
No show	**Staff Psychologist**	**Evaluation Program Manager**
Scheduled appointments missed without 24-hour prior notice will be billed for one hour. Appointments cancelled with more than 24 hour notice will not be billed.	$350 per hour	$400 per hour

Amendment No. 5 to UNIVERSITY Agreement No. S17-13737V 2722

*University reserves the right to review the cost for Services, if necessary, adjust such costs. Such cost adjustments shall be communicated in writing by University to Colusa of such review, if adjustment is required.

C21-204

Amendment No. 4 to UNIVERSITY Agreement No. S17-13737V 2722

Parties to this Amendment:	The Regents of the University of California, acting for and on behalf of University of California, Davis Health ("UNIVERSITY"). and County of Colusa, Department of Health and Human Services ("COLUSA").
Original Agreement:	Agreement to Provide Professional Medical Services (UNIVERSITY Agreement No. S17-13737V 2722; COLUSA Agreement No. PC17-069) ("Agreement").
Effective Date of this Amendment:	December 1, 2021

WHEREAS the Parties hereto desire to amend certain terms of the Agreement; and

THEREFORE, the Parties hereby agree as follows:

1. Defined Terms. Capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Agreement.

2. Amendment(s) to the Agreement.
   A. Section III.C. (Term and Termination) of the Agreement shall be revised to read as follows:

      "C. Term and Termination

      This Agreement shall be effective beginning November 30, 2017 and ending November 30, 2022. Either party may terminate this Agreement without cause by giving thirty (30) days' advance written notice to the other at its address given below. To effect termination in the event of a material breach of this Agreement, the aggrieved party must provide written notice of the breach to the offending party at its address given below and allow the offending party ten (10) days to cure the breach. If the offending party does not cure the breach within ten (10) days, the Agreement will immediately terminate upon the eleventh (11th) day."

   B. All other terms and conditions shall remain the same.

3. Ratification of the Agreement. Except as expressly set forth in this Amendment, the Agreement shall remain unmodified and in full force and effect.

4. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed to be an original, but all of which constitute one instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

C21-204

Amendment No. 4 to UNIVERSITY Agreement No. S17-13737V 2722

IN WITNESS WHEREOF, the duly authorized representatives of UNIVERSITY and COLUSA have executed this Amendment No. 4 as of the last date of signature written below.

AGREED:

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA ON BEHALF OF UNIVERSITY OF CALIFORNIA DAVIS HEALTH

By _____
Erick Jenkins, JD, MS
Manager, UC Davis Health Contracts

Date 12/7/21

COUNTY OF COLUSA

By _____
Gary J. Evans, Chair
Board of Supervisors

Date 11/9/21

Approved As To Form:

_____
Richard Stout, County Counsel

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

By _____,
Patricia Rodriguez, Deputy

C20-208

Amendment No. 3 to UNIVERSITY Agreement No. S17-13737V 2722

Parties to this Amendment:	The Regents of the University of California, acting for and on behalf of University of California, Davis Health ("UNIVERSITY"). and County of Colusa, Department of Health and Human Services ("COLUSA").
Original Agreement:	Agreement to Provide Professional Medical Services (UNIVERSITY Agreement No. S17-13737V 2722; COLUSA Agreement No. PC17-069) ("Agreement").
Effective Date of this Amendment:	**December 1, 2020.**

WHEREAS the Parties hereto desire to amend certain terms of the Agreement; and

THEREFORE, the Parties hereby agree as follows:

1. Defined Terms. Capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Agreement.

2. Amendment(s) to the Agreement.
   A. Section III.C. (Term and Termination) of the Agreement shall be revised to read as follows:

      "C. Term and Termination

      This Agreement shall be effective beginning December 1, 2020 and ending November 30, 2021. Either party may terminate this Agreement without cause by giving thirty (30) days' advance written notice to the other at its address given below. To effect termination in the event of a material breach of this Agreement, the aggrieved party must provide written notice of the breach to the offending party at its address given below and allow the offending party ten (10) days to cure the breach. If the offending party does not cure the breach within ten (10) days, the Agreement will immediately terminate upon the eleventh (11th) day."

   B. Exhibit A (Scope of Work and Budget) of the Agreement shall be replaced in its entirety by revised Exhibit A (Scope of Work and Budget), attached hereto and incorporated herein.

   C. All other terms and conditions shall remain the same.

3. Ratification of the Agreement. Except as expressly set forth in this Amendment, the Agreement shall remain unmodified and in full force and effect.

4. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed to be an original, but all of which constitute one instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

C20-208

Amendment No. 3 to UNIVERSITY Agreement No. S17-13737V 2722

IN WITNESS WHEREOF, the duly authorized representatives of UNIVERSITY and COLUSA have executed this Amendment No. 3 as of the last date of signature written below.

AGREED:

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA ON BEHALF OF UNIVERSITY OF CALIFORNIA DAVIS HEALTH

By _____
Annie Wong
Director, UC Davis Health Contracts

Date 12.3.2020

COUNTY OF COLUSA

By _____
Denise J. Carter, Chair
Board of Supervisors

Date 11/24/20

Approved As To Form:

_____
Marcos A. Kropf, County Counsel

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

By _____
Melissa Kitts, Deputy

Amendment No. 3 to UNIVERSITY Agreement No. S17-13737V 2722

EXHIBIT A
SCOPE OF WORK AND BUDGET

I. SCOPE OF WORK

A. University, through its CAARE Center, shall provide psychological evaluations and consultative services on an as-needed basis to Colusa ("Services"). Such Services shall include expert witness testimony, comprehensive mental health services and case management.

B. Colusa shall reimburse University at an amount not to exceed ten thousand dollars ($10,000.00) annually at the rates indicated in the Budget below and in accordance with Section II, Colusa's Performance, of the Agreement.

CAARE Diagnostic and Treatment Center
Department of Pediatrics
Mental Health Services
Budget

Services	Staff Psychologist	Anthony Urquiza, Ph.D., Mental Health Director
Psychological Evaluations	$350. Per Hour	$400. Per Hour
Expert Witness Testimony	$350. Per Hour	$400. Per Hour
Travel – Travel time to/from the CAARE Center and service delivery location.	$350. Per Hour	$400. Per Hour
No Show – Scheduled appointments missed without 24-hour prior notice will be billed for one hour. Appointments cancelled with more than 24-hour notice will not be billed.	$350. Per Hour	$400. Per Hour

Regents of the University of California
University of CA - Davis Health

C90-2086
11/24/20
DHHS

UNIVERSITY OF CALIFORNIA, DAVIS

BERKELEY • DAVIS • IRVINE • LOS ANGELES • MERCED • RIVERSIDE • SAN DIEGO • SAN FRANCISCO

SANTA BARBARA • SANTA CRUZ

UC DAVIS HEALTH CONTRACTS
SHERMAN BUILDING, SUITE 2300
TELEPHONE: (916) 734-3820
FAX: (916) 734-3520

UNIVERSITY OF CALIFORNIA DAVIS
SACRAMENTO CAMPUS
2315 STOCKTON BOULEVARD
SACRAMENTO, CALIFORNIA 95817

VIA USPS

October 18, 2019

Melissa Kitts
Deputy Clerk to the Board
Colusa County Department of Health & Human Services
547 Market Street, Suite 102
Colusa, CA 95932

RE: Amendment No. 2 - Agreement to Provide Professional Medical Services
(UC Davis Agreement No. S17-13737V; Colusa County Agreement No. C19-180)

Dear Ms. Kitts:

Please find enclosed a fully executed hard copy of the Second Amendment to the above-reference Agreement that has been duly signed by the director of UC Davis Health Contracts.

Thank you so kindly for your assistance with this amendment. If you have any questions, please do not hesitate to contact me (pkvang@ucdavis.edu; 916.734.5703).

With kindest regards,

Pakou Vang
Contracts Officer
UC Davis Health Contracts

Enclosure

C19-180

Amendment No. 2 to UNIVERSITY Agreement No. S17-13737V

Parties to this Amendment:	The Regents of the University of California, acting for and on behalf of University of California, Davis Health ("UNIVERSITY"). and County of Colusa, Department of Health and Human Services ("COLUSA").
Original Agreement:	Agreement to Provide Professional Medical Services (UNIVERSITY Agreement No. S17-13737V; COLUSA Agreement No. PC17-069) ("Agreement").
Effective Date of this Amendment:	**December 1, 2019**

WHEREAS the Parties hereto desire to amend certain terms of the Agreement; and

THEREFORE, the Parties hereby agree as follows:

1. Defined Terms. Capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Agreement.

2. Amendment(s) to the Agreement.
   A. Section III.C. (Term and Termination) of the Agreement shall be revised to read as follows:

      "C. Term and Termination

      This Agreement shall be effective beginning November 30, 2017 and ending December 1, 2020. Either party may terminate this Agreement without cause by giving thirty (30) days' advance written notice to the other at its address given below. To effect termination in the event of a material breach of this Agreement, the aggrieved party must provide written notice of the breach to the offending party at its address given below and allow the offending party ten (10) days to cure the breach. If the offending party does not cure the breach within ten (10) days, the Agreement will immediately terminate upon the eleventh (11th) day."

   B. Exhibit A (Scope of Work and Budget) of the Agreement shall be replaced in its entirety by revised Exhibit A (Scope of Work and Budget), attached hereto and incorporated herein.

   C. All other terms and conditions shall remain the same.

3. Ratification of the Agreement. Except as expressly set forth in this Amendment, the Agreement shall remain unmodified and in full force and effect.

4. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed to be an original, but all of which constitute one instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

C19-180

Amendment No. 2 to UNIVERSITY Agreement No. S17-13737V

IN WITNESS WHEREOF, the duly authorized representatives of UNIVERSITY and COLUSA have executed this Amendment No. 2 as of the last date of signature written below.

AGREED:

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA ON BEHALF OF UNIVERSITY OF CALIFORNIA DAVIS HEALTH

By_____
Annie Wong
Director, UC Davis Health Contracts

Date 10-17-2019

COUNTY OF COLUSA

By_____
Kent Boes, Chair
Board of Supervisors

Date 10/8/19

APPROVED AS TO FORM:

By:_____
Marcos A. Kropf, County Counsel

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

By:_____
Melissa Kitts, Deputy

EXHIBIT A
SCOPE OF WORK AND BUDGET

I. SCOPE OF WORK

A. University, through its CAARE Center, shall provide psychological evaluations and expert witness testimony services on an as-needed basis to Colusa ("Services").

B. For Services provided, Colusa shall reimburse University at an amount not to exceed ten thousand dollars ($10,000.00) annually at the rates indicated in the Budget below and in accordance with Section II, Colusa's Performance, of the Agreement.

CAARE Diagnostic and Treatment Center
Department of Pediatrics
Mental Health Services
Budget

Services	Staff Psychologist	Anthony Urquiza, Ph.D., Mental Health Director
Psychological Evaluations	$300. Per Hour	$400. Per Hour
Expert Witness Testimony	$300. Per Hour	$400. Per Hour
Travel – Travel time to/from the CAARE Center and service delivery location.	$300. Per Hour	$400. Per Hour
No Show – Scheduled appointments missed without 24-hour prior notice will be billed for one hour. Appointments cancelled with more than 24-hour notice will not be billed.	$300. Per Hour	$400. Per Hour

Amendment No. 1 to UNIVERSITY Agreement No. S17-13737V

Parties to this Amendment:	The Regents of the University of California, acting for and on behalf of University of California, Davis Health ("UNIVERSITY"). and County of Colusa, Department of Health and Human Services ("COLUSA").
Original Agreement:	Agreement to Provide Professional Medical Services (UNIVERSITY Agreement No. S17-13737V; COLUSA Agreement No. PC17-069) ("Agreement").
Effective Date of this Amendment:	**Date of Last Signature Below.**

WHEREAS the Parties hereto desire to amend certain terms of the Agreement; and

THEREFORE, the Parties hereby agree as follows:

1. Defined Terms. Capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Agreement.

2. Amendment(s) to the Agreement.
   A. Section III.C. (Term and Termination) of the Agreement shall be revised to read as follows:

      "C. Term and Termination

      This Agreement shall be effective beginning November 30, 2017 and ending December 1, 2019. Either party may terminate this Agreement without cause by giving thirty (30) days' advance written notice to the other at its address given below. To effect termination in the event of a material breach of this Agreement, the aggrieved party must provide written notice of the breach to the offending party at its address given below and allow the offending party ten (10) days to cure the breach. If the offending party does not cure the breach within ten (10) days, the Agreement will immediately terminate upon the eleventh (11th) day."

   B. Exhibit A (Scope of Work and Budget) of the Agreement shall be replaced in its entirety by revised Exhibit A (Scope of Work and Budget), attached hereto and incorporated herein.

   C. All other terms and conditions shall remain the same.

3. Ratification of the Agreement. Except as expressly set forth in this Amendment, the Agreement shall remain unmodified and in full force and effect.

4. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed to be an original, but all of which constitute one instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

C18-170

Amendment No. 1 to UNIVERSITY Agreement No. S17-13737V

IN WITNESS WHEREOF, the duly authorized representatives of UNIVERSITY and COLUSA have executed this Amendment No. 1 as of the last date of signature written below.

AGREED:

COUNTY OF COLUSA

Gary J. Evans, Chair
Board of Supervisors

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA ON BEHALF OF UNIVERSITY OF CALIFORNIA DAVIS HEALTH

Annie Wong, Director, UC Davis Health Contracts
10-2-2018

APPROVED AS TO FORM:

Marcos A. Kropf, County Counsel

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

By
Melissa Kitts, Deputy

Amendment No. 1 to UNIVERSITY Agreement No. S17-13737V

EXHIBIT A
SCOPE OF WORK AND BUDGET

I. SCOPE OF WORK

A. University, through its CAARE Center, shall provide psychological evaluations and consultative services on an as-needed basis to Colusa ("Services"). Such Services shall include expert witness testimony, comprehensive mental health services and case management.

B. Colusa shall reimburse University at an amount not to exceed ten thousand dollars ($10,000.00) annually at the rates indicated in the Budget below and in accordance with Section II, Colusa's Performance, of the Agreement.

Amendment No. 1 to UNIVERSITY Agreement No. S17-13737V

II. BUDGET

CAARE Diagnostic and Treatment Center
Department of Pediatrics
Mental Health Services

	Evaluations	Staff Psychologist	Anthony Urquiza, Ph.D., Mental Health Director
1	Psychological evaluations	$250 per hour	$350 per hour
	Expert Witness Testimony	**Staff Psychologist**	**Anthony Urquiza, Ph.D., Mental Health Director**
1	Expert Witness Testimony	$250 per hour	$350 per hour
	Comprehensive Mental Health Services		**Staff Therapist**
1	Mental Health Assessment with written report		$150 per hour
2	Individual therapy		$150 per hour
3	Parent-Child Interaction therapy		$150 per hour
4	Conjoint therapy (child and caregiver)		$150 per hour
5	Family therapy		$150 per hour
6	Psychoeducation		$150 per hour
	Case Management		**Staff Therapist**
1	Telephone contact with family members or significant person in the child's life		$150 per hour
2	Consultation with teachers, previous therapists, and significant others deemed appropriate		$150 per hour
3	Community referrals to support the child's emotional and/or behavioral functioning		$150 per hour

AGREEMENT TO PROVIDE PROFESSIONAL MEDICAL SERVICES

THIS AGREEMENT is entered by and between The Regents of the University of California, a corporation described in California Constitution Article IX, Section 9, on behalf of University of California Davis Health ("University"), and County of Colusa, Department of Health and Human Services ("Colusa").

RECITALS

WHEREAS, Colusa is the legal owner of 251 E. Webster Street, Colusa, CA 95932; and

WHEREAS, Colusa wishes to obtain from University professional medical services in the field of psychology ("Services"); for certain of its patient-clients; and,

WHEREAS, University desires to provide and is fully qualified to provide such Services to Colusa; and,

WHEREAS, University has determined that provision of such Services to Colusa fulfills University's mission of teaching, research, public service, and patient care.

NOW, THEREFORE, the parties agree as follows:

I. University's Performance

A. University, through its CAARE Center, shall provide psychological evaluations and consultative services in accordance with the rates in Exhibit A, Scope of Work and Budget, attached and made a part hereof.

B. University hereby certifies that any physician providing Services under this Agreement shall:

1. Perform his or her professional duties to the best of his or her ability, in accordance with the highest scientific, professional and ethical standards of his or her profession, and in accordance with currently approved methods and practices in his or her field.

2. Comply with all applicable Federal, State, County or other government agency laws, rules or regulations, including University policy.

3. Comply with the requirements of all appropriate accrediting bodies, such as The Joint Commission and the American Medical Association.

4. Maintain licensure in good standing to practice in the State of California and act within the scope of practice of such licensure in performing Services under this Agreement.

5. If applicable, maintain medical staff privileges without restriction at Colusa in accordance with the Medical Staff Bylaws of Colusa.

6. Be board-certified or board-eligible in his or her medical specialty.

7. Not be excluded from participation in any governmental sponsored program, including, without limitation, the Medicare, Medicaid, or TRICARE programs (https://exclusions.oig.hhs.gov/) and the System for Award Management (https://www.sam.gov).

8. Not have been convicted of a criminal offense related to healthcare.

9. Cooperate with quality review and improvement activities pertaining to provision of Services under this Agreement.

II. Colusa's Performance

A. Colusa shall remit payment for Services within thirty (30) days of receipt of University's monthly invoice. Payment shall be by check made payable to **The Regents of the University of California** and mailed to the address specified on the invoice.

B. Colusa shall provide access without charge to Colusa facilities and Colusa personnel as may be necessary for performance of Services.

C. Colusa shall maintain adequate patient records on each patient-client, which shall include diagnostic studies, records of patient interviews, treatment plans, progress notes, and records of services provided by various professional and paraprofessional personnel, in sufficient detail to permit an evaluation of services. Such records shall comply with all applicable Federal and State record maintenance requirements.

1. At reasonable times during normal business hours, University, the California Department of Health and Human Services, the United States Department of Health and Human Services, and the California Department of Managed Health Care, the appropriate audit agency of any of them, and the designee of any of them shall have the right to inspect or otherwise evaluate the cost, quality, appropriateness and timeliness of Services performed and to audit and inspect any books and records of Colusa which pertain to Services performed under this Agreement.

2. All patient records shall be kept for a minimum of ten (10) years from the date of discharge and in the case of minors, for at least one (1) year after the minor patient's eighteenth (18th) birthday, but in no case less than ten (10) years from the date of discharge. Service and financial records shall be retained by Colusa for a minimum period of ten (10) years after the termination of this Agreement, or until audit findings are resolved, whichever is later.

III. General

A. Indemnification

University shall defend, indemnify and hold Colusa, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injuries or damages are caused by or result from the negligent or intentional acts or omissions of University, its officers, agents or employees.

Colusa shall defend, indemnify and hold University, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injuries or damages are caused by or result from the negligent or intentional acts or omissions of Colusa, its officers, agents or employees.

B. Insurance

1. University, at its sole cost and expense, shall insure its activities in connection with this Agreement and obtain, keep in force and maintain insurance or self-insure during the term hereof as follows:

a. Professional Liability: (MINIMUM LIMITS)

(1) Each Occurrence	$1,000,000
(2) General Aggregate	$3,000,000

If such insurance is written on a claims made form, following termination of the Agreement, coverage shall survive for the maximum reporting period available from insurance sources. Coverages shall also provide for a retroactive date of placement prior to or coinciding with the effective date of the Agreement.

b. General Liability:

Comprehensive or Commercial Form (MINIMUM LIMITS)

(1) Each Occurrence	$1,000,000
(2) Products Completed Operations Aggregate	$2,000,000*
(3) Personal and Advertising Injury	$1,000,000
(4) General Aggregate	$2,000,000*

* ($1,000,000 for comprehensive form)

However, if such insurance is written on a claims made form following termination of the Agreement, coverage shall survive for a period of not less than three (3) years. Coverage shall provide for a retroactive date of placement prior to or coinciding with the effective date of the Agreement.

c. Workers' Compensation Insurance as required under California state law.

d. It should be expressly understood, however, that the limits and coverages required herein shall in no way limit the liability of University as per the terms and conditions of the Indemnification provision included herein.

e. Upon Colusa's request, University shall supply a certificate, or certificates, of insurance or self-insurance evidencing coverage in the amounts and for the perils listed above.

2. Colusa, at its own sole cost and expense, shall insure its activities in connection with this Agreement and obtain, keep in force and maintain during the term or any extended term hereof, policies of insurance, or shall self insure, as follows:

a. Professional Liability: (MINIMUM LIMITS)

(1) Each Occurrence	$1,000,000
(2) General Aggregate	$3,000,000

If such insurance is written on a claims made form, following termination of the Agreement, coverage shall survive for the maximum reporting period available from insurance sources. Coverages shall also provide for a retroactive date of placement prior to or coinciding with the effective date of the Agreement.

b. General Liability:

Comprehensive or Commercial Form (MINIMUM LIMITS)

(1) Each Occurrence	$1,000,000
(2) Products Completed Operations Aggregate	$2,000,000*
(3) Personal and Advertising Injury	$1,000,000
(4) General Aggregate	$2,000,000*

* ($1,000,000 for comprehensive form)

However, if such insurance is written on a claims made form following termination of the Agreement, coverage shall survive for a period of not less than three (3) years. Coverage shall provide for a retroactive date of placement prior to or coinciding with the effective date of the Agreement.

c. Workers' Compensation Insurance as required under California state law.

d. Coverages provided for above shall in no way limit the liability of Colusa as per the terms and conditions of the Indemnification provision included herein.

e. Upon University's request, Colusa shall supply a certificate or certificates of insurance or self-insurance to University, evidencing coverages in the amounts and for the perils listed above. Certificate(s) shall name The Regents of the University of California as an additional insured under (a) and (b), above, obligate the insurer to notify University at least thirty (30) days prior to cancellation of or changes in any of the required insurance and include a provision that the coverage will be primary and will not participate with nor be excess to any valid and collectible insurance program of self-insurance carried or maintained by University. Premiums on all insurance policies shall be paid directly by the Colusa.

C. Term and Termination

This Agreement shall be effective beginning the date last signed below and ending one (1) year

thereafter. Either party may terminate this Agreement without cause by giving thirty (30) days' advance written notice to the other at its address given below. To effect termination in the event of a material breach of this Agreement, the aggrieved party must provide written notice of the breach to the offending party at its address given below and allow the offending party ten (10) days to cure the breach. If the offending party does not cure the breach within ten (10) days, the Agreement will immediately terminate upon the eleventh (11th) day.

D. Effect of Termination

Termination or expiration of this Agreement shall not affect any rights or obligations of the parties accrued or incurred prior to the date of termination.

E. Independent Relationship

Nothing in this Agreement is intended to create nor shall it be deemed or construed to create any relationship between the parties hereto other than that of independent entities contracting with each other hereunder solely for the purpose of affecting the provisions of this Agreement. Neither of the parties hereto, nor any of their respective officers, directors or employees shall be construed to be the agent, employee or representative of the other.

F. Health Insurance Portability and Accountability Act

The Parties shall comply with the Health Insurance Portability and Accountability Act of 1996, ("HIPAA") and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws and regulations.

G. Participation in Alternative Arrangements

Nothing in this Agreement shall be construed as limiting the rights of either party to contract with the other persons or entities on a limited or general basis.

H. Modification

No waiver, modification, or addition to this Agreement shall be binding unless expressed in writing and signed by both parties.

I. Notice

All notices, requests, or other communications required under this Agreement shall be in writing and shall be delivered to the respective parties by personal delivery; by deposit in the United States Postal Service as certified or registered mail, postage prepaid, return receipt requested; or by a reputable overnight express delivery service. Notices shall be deemed delivered on the date of personal delivery, on the date indicated on the United States Postal Service return receipt, or on the date indicated by express mail receipt, as applicable. Notices shall be addressed to the parties at the addresses set forth below:

To University: UC Davis Health Contracts
University of California Davis Health
Sherman Building, Suite 2300
2315 Stockton Boulevard

Sacramento, CA 95817
(Reference Agreement No. S17-13737V)

To Colusa: County of Colusa
Department of Health and Human Services
Attn: Donna Dennis
251 E. Webster Street
Colusa, CA 95932
(530) 458-0290

J. Assignment

No party to this Agreement may assign the Agreement, assign rights under the Agreement, or delegate duties under the Agreement without the prior written consent of the other party hereto. Except as specifically provided in this Agreement, any attempted assignment or delegation of a party's rights, claims, privileges, duties or obligations hereunder shall be null and void.

K. Discrimination

Both parties agree not to discriminate in their performance under this Agreement because of race, color, national origin, religion, sex, sexual orientation, handicap, age, veterans' status, medical condition (cancer-related) as defined in section 12926 of the California Government Code, ancestry, marital status or citizenship, within the limits imposed by law or University policy.

L. No Third Party Beneficiaries

The parties do not intend the benefits of this contract to inure to any third person or entity not a party to this Agreement. This Agreement shall not be construed to create any right or claim for any person or entity not a party to this Agreement.

M. Attorneys' Fees

If any action at law or equity is brought to enforce the terms of this Agreement, including collection of delinquent payment, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which it may be entitled.

N. No Requirement for Referrals

Nothing in this Agreement or in any other related written or oral agreement requires the admission or referral of patients or business by either party to the other. This Agreement is not intended to influence the decision of either party in choosing the hospital or health care facility deemed by such party as the best qualified to deliver goods or services to any particular patient. The rights of neither party under this Agreement depend in any way on the referral of patients or business to the other.

O. Representations and Warranties of Colusa

Colusa represents and warrants to University that:

1. This Agreement covers all of the services to be provided by University during the term;

2. Colusa has determined that it has a *bona fide* need for the Services set forth in this Agreement;

3. Colusa has determined that the Services set forth in this Agreement do not exceed those that are reasonably necessary to accomplish the commercially reasonable business purpose of the Services;

4. Colusa has determined that the compensation to be paid under this Agreement is consistent with fair market value in arms-length transactions;

5. The compensation to be paid under this Agreement has not been determined in a manner that takes into account the volume or value of any past or future referrals or business otherwise generated or to be generated between the parties for which payment may be made in whole or in part under Medicare, Medicaid or other Federal health care programs;

6. The Services set forth in this Agreement do not involve the counseling or promotion of a business arrangement or other activity that violates any State or Federal law;

7. The Services set forth in this Agreement are primarily active, and not passive, in nature; and

8. Colusa has engaged only a small number of eminently qualified physicians to perform the type of services that are set forth in this Agreement.

P. Governing Law

This Agreement shall be construed and enforced in accordance with the laws of the State of California. Colusa agrees to resort solely to the courts of the State of California for any relief under this Agreement.

Q. University Name

No form of University's name shall be used in any form or manner in advertisements, reports or other information released to the public without the prior written approval of University.

R. Entire Agreement

This Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof and supersedes any prior understanding between them, whether oral or written, respecting the same subject matter.

////////////////////////////////SIGNATURE PAGE TO FOLLOW////////////////////////////////

IN WITNESS WHEREOF, the parties have executed this Agreement.

COUNTY OF COLUSA

By: _____

Name: Wendy G. Tyler

Title: County Administrative Officer

Date: 11/16/17

TIN: 94-6000508

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA ON BEHALF OF UNIVERSITY OF CALIFORNIA DAVIS HEALTH

By: _____

Annie Wong, Director
UC Davis Health Contracts

Date: 11-30-2017

TIN: 94-6036494

APPROVED AS TO FORM:

Marcos A. Kropf, County Counsel

EXHIBIT A

SCOPE OF WORK AND BUDGET

I. SCOPE OF WORK

A. University, through its CAARE Center, shall provide psychological evaluations and consultative services on an as-needed basis to Colusa ("Services"). Such Services shall include expert witness testimony, comprehensive mental health services and case management.

B. Colusa shall reimburse University at an amount not to exceed ten thousand dollars ($10,000.00) at the rates indicated in the Budget below and in accordance with Section II, Colusa's Performance, of the Agreement.

II. BUDGET

CAARE Diagnostic and Treatment Center
Department of Pediatrics
Mental Health Services

	Evaluations	Staff Psychologist	Anthony Urquiza, Ph.D., Mental Health Director
1	Psychological evaluations	$250 per hour	$350 per hour
	Expert Witness Testimony	**Staff Psychologist**	**Anthony Urquiza, Ph.D., Mental Health Director**
1	Expert Witness Testimony	$250 per hour	$350 per hour
	Comprehensive Mental Health Services		**Staff Therapist**
1	Mental Health Assessment with written report		$150 per hour
2	Individual therapy		$150 per hour
3	Parent-Child Interaction therapy		$150 per hour
4	Conjoint therapy (child and caregiver)		$150 per hour
5	Family therapy		$150 per hour
6	Psychoeducation		$150 per hour
	Case Management		**Staff Therapist**
1	Telephone contact with family members or significant person in the child's life		$150 per hour
2	Consultation with teachers, previous therapists, and significant others deemed appropriate		$150 per hour
3	Community referrals to support the child's emotional and/or behavioral functioning		$150 per hour

Colusa County

Agenda Request Form

Item ID#: 2025-118 **Agenda Date:** 12/16/2025 **Item 31**

TREASURER/TAX COLLECTOR

Affirm County Policy No. 214 — Statement of Investment Policy.

Detailed Description/Background of Request
The Treasurer's Investment Policy is required pursuant to Section 27131-27137 of the Government Code, and has been reviewed by the County Treasury Oversight Committee. This Policy is presented annually to the Board of Supervisors for their review and approval.

The only revisions to the 2026 Statement of Investment Policy occur on page 21, where Higgins Capital and Multi-Bank Securities were added to the list of Eligible Dealers, along with one additional bank (current RFP) within the City of Colusa.

Prior Board Action
The Policy is presented to the Board every year.

Fiscal Impact/Funding Source
None

Action for the Clerk
Number with the appropriate Policy Number and insert into P & P manual.

Attachments:
1. 2026 Treasurers Investment Policy



2026 Treasurer's Investment Policy

Colusa County Treasurer-Tax Collector

OFFICE OF THE
TREASURER/TAX COLLECTOR
COUNTY OF COLUSA

TREASURER'S INVESTMENT POLICY STATEMENT

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1. INTRODUCTION:

The County of Colusa (County) has a fiduciary responsibility to maximize the productive use of its liquid assets entrusted to its care and to manage those public funds wisely and prudently. The purpose of this document is to identify various policies and procedures that enhance opportunities for a prudent and systematic investment policy and to organize and formalize investment-related activities. Related activities which comprise good cash management include accurate cash projections, the expeditious collection of revenue, the control of disbursements, and cost-effective banking relations. It is the policy of the County to invest public funds in a manner that will provide high investment return with the maximum security while meeting the daily cash flow demands of the entity and conforming to all state and local statutes governing the investment of public funds.

2. SCOPE:

The County's Investment Policy Statement (IPS) has been prepared in accordance with California State Law. The purpose of this policy is to establish cash management and investment guidelines for the County Treasurer, who is responsible for the management and investment of the County Treasury Pool, which consists of the pooled monies held on behalf of the County, school districts, and certain special districts within the County.

This policy shall apply to all investments held within the Colusa County Treasury Pool (Pool) and made on behalf of the County and member agencies of the Pool, with the exception of certain bond funds for which the Board of Supervisors may specifically authorize other allowable investments, consistent with State law. The Treasurer and Treasurer's staff are responsible for the full-time, active management of the Pool. All investments and activities of the Treasurer and staff are made with the understanding that the Treasurer holds a public trust with the citizens of the County, which shall not be compromised.

3. FIDUCIARY RESPONSIBILITY:

The California Government Code, Section 27000.3 declares each treasurer, or governing body authorized to make investment decisions on behalf of local agencies, to be a fiduciary subject to the prudent investor standard.

This standard requires that *"When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, the county treasurer or the board of supervisors, as applicable, shall act with care, skill, prudence, and diligence under the circumstances then prevailing, specifically including, but not limited to, the general economic conditions and the anticipated needs of the county and other depositors. Within the limitations of this section and considering individual investments as part of an overall investment strategy, investments may be acquired as authorized by law."* This standard shall be applied in the context of managing the overall portfolio.

4. PORTFOLIO OBJECTIVES:

It is the policy of the Treasurer to invest public funds in a manner that will preserve the safety and liquidity of all investments within the County investment pool while obtaining a reasonable return within established investment guidelines. The portfolio should be actively managed in a manner that is responsive to the public trust and consistent with State law. Accordingly, the County investment pool will be guided by the following principles, in order of importance:

a. Safety: The primary objective of the Treasurer's investment of public funds is to safeguard investment principal.
b. Liquidity: The secondary objective is to maintain sufficient liquidity to ensure that funds are available to meet daily cash flow requirements.
c. Yield: The third and last consideration is to achieve a reasonable rate of return or yield consistent with these objectives.

5. DELEGATION OF AUTHORITY:

The Treasurer's authority for making investments is delegated by the Board of Supervisors in accordance with the California Government Code. Statutory authority for the investment and safekeeping functions are found in Sections 53600 et seq. and 53630 et seq. of the California Government Code. This delegation is subject to review and renewal of authority by the Board of Supervisors each year.

The Treasurer retains the authority to amend guidelines and procedures at any time in order to carry out the duties as Chief Investment Officer for the County. The Treasurer will annually prepare the IPS which will be submitted to the Board of Supervisors for review and approval.

6. INVESTMENT POLICY ADOPTION AND REVIEW:

This IPS will become effective immediately following adoption by the Board of Supervisors and shall remain in force as long as the delegation of authority to the County Treasurer to invest is in effect. The Board of Supervisors will adopt the County's IPS inclusive of amendments, on an annual basis. This IPS shall be reviewed annually by the County Treasurer to ensure its consistency with the overall objectives of Safety, Liquidity, and Yield, its relevance to current financial and economic trends, and ability to meet the cash flow operational needs of the County, and other pooled participants.

7. STAFF AUTHORIZED TO MAKE INVESTMENTS:

Only the Treasurer/Tax Collector and authorized contracted consultant(s) may make investments and jointly order the receipt and delivery of investment securities among custodial security clearance accounts. Authority granted to contracted consultant(s) shall be defined in their contract(s). Treasury staff such as the Assistant Treasurer/Tax Collector, Account Technician or Account Clerk may make transfers to or from liquidity accounts (bank deposits, money market funds, JPA Investment Pools) for the purpose of daily cashflows management.

8. ETHICS AND CONFLICTS OF INTEREST:

Officers and staff members involved in the investment process shall refrain from any personal business activity that compromises the security and integrity of the County's investment program or impairs their ability to make impartial and prudent investment decisions. The Treasurer/Tax Collector and Assistant Treasurer/Tax Collector are required to file annually the applicable financial disclosure statements as mandated by the Fair Political Practices Commission (FPPC) and/or by County ordinance.

9. DIVERSIFICATION:

The County Treasurer shall diversify its investments by security type, issuer and maturity as specified in Exhibit A. The purpose of this diversification is to reduce portfolio risk by avoiding an overconcentration in any particular maturity sector, asset class or specific issuer. The County will limit investments in any single issuer to 5% of the portfolio, except for United States treasuries, United States agencies (GSEs), State of California, money market funds, collateralized bank deposits, pooled participants, and JPA investment pools.

10. MATURITY PARAMATERS:

Maturities will be selected such that portfolio net cash flows are reasonably expected to provide sufficient liquidity to meet daily expenditure requirements for the following 12 months. To manage interest rate risk, the effective duration of the portfolio (which adjusts for the optionality of certain investment types) shall not exceed 3.5 years. Investments may not have a term or maturity at the time of purchase longer than that authorized by Section 53601 of 5 years unless the Board of Supervisors has granted express authority at least 3 months prior to the investment.

11. AUTHORIZED INVESTMENTS:

Investments shall be restricted to those authorized in the California Government Code and as further restricted by this IPS, with the exception of certain bond funds in which the Board of Supervisors has specifically authorized other allowable investments. All investments shall be further governed by the restrictions shown in Exhibit A, which defines the type of investment authorized, maturity limitations, portfolio diversification (maximum percent of portfolio), credit quality standards, and purchase restrictions that apply. Whenever a maximum allowable percent of the portfolio is stated for any type of security as detailed above, the maximum allowable limit is determined by the portfolio size at the market close of the regular business day prior to the security purchase date. Maximum limits are applicable at the time of security purchase.

Credit criteria listed in this section and in Exhibit A refer to the credit rating assigned by a nationally recognized statistical rating organization (NASRO) at the time the security is purchased. If an investment's credit rating falls below the minimum rating required at the time of purchase, the Treasurer or contracted consultant(s) will perform a timely review and decide whether to sell or hold the investment.

Within the context of State limitations, the following investments are authorized:

a. **State Treasurer's Local Agency Investment Fund (LAIF).** Funds may be invested in LAIF established by the State Treasurer for the benefit of local agencies authorized under Government Code section 16429.1, up to the maximum amount permitted by the California Treasurer.

b. **Bank Deposits.** FDIC insured or collateralized deposits including, but not limited to, demand deposit accounts, savings accounts, market rate accounts, time certificate of deposits in financial institutions located in California. As authorized under Code 53630 et seq.

c. **Bonds issued by Colusa County.** Bonds issued by Colusa County, including bonds payable solely out of the revenues from a revenue producing property owned, controlled, or operated by Colusa County or by a department, board, agency, or authority of Colusa County authorized under Government Code section 53601(a).

d. **Securities Issued by the United States Treasury.** United States Treasury notes, bonds, bills, or certificates of indebtedness, or those for which the faith and credit of the Untied States are pledged for the payment of principal and interest authorized under Government Code section 53601(b).

e. **Obligations of the State of California.** Registered state warrants or treasury notes or bonds of the state of California, as well as bonds payable solely out of revenues from a revenue producing property owned, controlled or operated by the state, or by a department, board, agency or authority of the state authorized by Government Code section 53601(c).

f. **Registered treasury notes or bonds of any of the other 49 states in addition to California.** Including bonds payable solely out of the revenues from a revenue producing property owned, controlled, or operated by a state, or by a department, board, agency, or authority of any of the other 49 states, in addition to California authorized under Government Code section 53601(d).

g. **Obligations of other California government agencies.** Bonds, notes, warrants, or other evidences of indebtedness of a local agency within this state, including bonds payable solely out of the revenues from a revenue producing property owned, controlled, or operated by the local agency, or by a department, board, agency, or authority of the local agency authorized by Government Code section 53601(e).

h. **Securities Issued by United States Government Agencies and Government-Sponsored Enterprises.** Obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises authorized under Government Code section 53601(f). These include but are not limited to agency securities issued by the Federal Home Loan Bank (FHLB), Federal Farm Credit Bank (FFCB), Tennessee Valley Authority (TVA), Government National Mortgage Association (GNMA), Federal National Mortgage Association (FNMA), Federal Home Loan Mortgage Corporation (FHLMC), and the Federal Agricultural Mortgage Corporation (FAMCA).

i. **Bankers' Acceptance.** Bills of exchange or time drafts drawn on and accepted by a commercial bank, otherwise known as bankers' acceptances. Bankers' acceptances purchased may not exceed 180 days to maturity or 40% of the pool authorized under Government Code section 53601(g). No more than 5% of the Pool may be invested in bankers' acceptances issued by any one commercial bank. Only those bankers' acceptances eligible for purchase by the Federal Reserve System meet eligibility requirements for investment by the Pool. Investment in bankers' acceptances shall be placed in instruments ranked within the top two rating categories by two of the three largest NRSRO.

j. **Commercial Paper.** Commercial paper shall have a maximum maturity of 270 days or less, shall not exceed 40% of the total portfolio and must have a rating of "A-1" or higher, or the equivalent, by a NRSRO authorized under Government Code section 53601(h). The entity that issues the commercial paper must meet all of the following conditions in either paragraph A or paragraph B:
   i. The entity meets the following criteria:
      1. Is organized and operating in the United States as a general corporation.
      2. Has total assets in excess of five hundred million dollars.
      3. Has debt other than commercial paper, if any, that is rated in a rating category of "A" or the equivalent or higher by a NASRO.
   ii. The entity meets the following criteria:
      1. Is organized within the United States as a special purpose corporation, trust, or limited liability company.
      2. Has program-wide credit enhancements including, but not limited to, over collateralization, letters of credit, or surety bond.
      3. Has commercial paper that is rated "A-1" or higher, or the equivalent, by a NASRO.

k. **Negotiable Certificates of Deposit (Negotiable CD's).** Negotiable CD's issued by a national or state-chartered bank, a savings association or federal association, a state or federal credit union, or by a federally or state- licensed branch of a foreign bank authorized under Government Code section 53601(i). The Treasurer may invest up to 30% of the total portfolio in Negotiable CD's that are rated in a rating category of "A" (long-term) or "A-1" (short-term) or their equivalents or higher by one NRSRO. Negotiable CD's for which the full amount of the principal and interest that may be accrued during the maximum term of each certificate is insured by federal deposit insurance are exempt from the rating requirements.

l. **Repurchase Agreements.** A holder of securities sells securities to an investor with an agreement to repurchase them at a fixed price on a fixed date. The County may invest in Repurchase Agreements (Repo's), Reverse Repurchase Agreements (Reverse Repo's), or Securities Lending Agreements subject to the limitations authorized under Government Code section 53601(j).

Repurchase agreements are limited to 20% of the total portfolio. Collateralization will be required on repurchase agreements. In order to anticipate market changes and provide a level of security for all funds, the collateralization level will be (102%) of market value of principal and accrued interest. In order to conform with provisions of the Federal Bankruptcy Code, which provide for the liquidation of securities held as collateral for repurchase agreements, the only securities acceptable as collateral shall be securities that are direct obligations of or that are fully guaranteed by the United States or any agency of the United States.

Collateral will always be held by an independent third party with whom the entity has a current custodial agreement. A clearly marked evidence of ownership (safekeeping receipt) must be supplied to the entity and retained. The right of collateral substitution is granted.

m. **Medium Term Notes.** Issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state operation within the Unities States authorized under Government Code section 53601(k). Medium Term Notes shall have a maximum maturity of 5 years and must have a rating of "A" or the equivalent or higher by one NRSRO and shall be restricted to 30% of the overall portfolio.

n. **Money Market Mutual Funds.** Funds registered with the Securities and Exchange Commission under the Investment Company Act of 1940 (15 U.S.C. Sec. 80a-1, et seq.) authorized under Government Code section 53601(l). No more than 20% of the total portfolio may be invested in money market mutual funds. No more than 10% of the total portfolio may be invested in any single money market fund. To be eligible for investment pursuant to this subdivision these companies will either:

   i. Attain the highest-ranking letter or numerical rating provided by at least two NRSROs or;
   ii. Have retained an investment advisor registered or exempt from registration with the Securities and Exchange Commission with not less than 5 years of experience managing money market mutual funds and with assets under management in excess of $500,000,000.

o. **Mortgage Pass-Through Securities/Asset-Backed Securities.** The County may invest in mortgage passthrough security, collateralized mortgage obligation, mortgage-backed or other pay-through bond, equipment lease-backed certificate, consumer receivable passthrough certificate, or consumer receivable-backed bond with a maximum remaining maturity of 5 years or less authorized by Government Code section 53601(o). Securities in this category must be rated in a rating category of "AA" or its equivalent or better by one NRSRO and shall be restricted to 20% of the overall portfolio.

p. **Joint Powers Authority (JPA) Investment Pools.** Local Government Investment Pools authorized under Government Code section 53601(p) that must maintain a credit rating of AAAm.

q. **Supranational Debt.** United States dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank, with a maximum remaining maturity of five years or less, and eligible for purchase and sale within the United States authorized under Government Code section 53601(q). Investments under this subdivision shall be rated in a rating category of "AA" or its equivalent or better by an NRSRO and shall not exceed 30% of the overall portfolio.

12. INVESTMENT POOLS AND MUTUAL FUNDS:

A thorough investigation of the government sponsored pools/or mutual funds is required prior to investing and on a continual basis.

13. PROHIBITED INVESTMENTS:

No investment shall be made that is prohibited by law. Investments in common stock, financial futures, contract and options are prohibited. Additionally, investments in reverse/inverse floaters, range notes, interest only strips that are derived from a pool of mortgages, nor in any other investment that could result in zero interest if held to maturity, unless, if issued or backed by the United States Government in the event of, and for the duration of, a period of negative market interest rates.

14. AUTHORIZED INVESTMENT ADVISORS:

The County may enter into an agreement with an investment advisor for investment management and/or investment advisory services. The investment advisor will operate under the direction of the County Treasurer. The investment advisor must be registered with the Securities and Exchange Commission (SEC) and submit forms ADV Part 1 and ADV Part 2A on an annual basis.

15. AUTHORIZED BROKER/DEALERS:

The County Treasurer shall maintain an 'Eligible Broker/Dealer List'. Security transactions are limited solely to those banks, direct issuers and dealers included on this list. All financial institutions must be approved by the County Treasurer before they receive County funds or are able to conduct business with the County Treasurer. Inclusion on the County 'Eligible Broker/Dealer List' does not guarantee County business.

All firms with whom the County does business shall complete the 'Broker/Dealer Due Diligence Questionnaire' and comply with the requirements contained within. The 'Broker/Dealer Due Diligence Questionnaire' can be found on the Treasurer's website.

No broker, brokerage firm or dealer of securities shall be selected that has made any political contribution to the County Treasurer, any member of the County Board of Supervisors, or any candidate for those offices.

Certificates of Deposit and Commercial Paper may be purchased directly from the issuer instead of through a dealer.

If the County has an investment advisor, the investment advisor may use its own list of authorized broker/dealers to conduct transactions on behalf of the County, subject to any conditions contained in the agreement between the County and the investment advisor.

16. DUE DILIGENCE:

The County Treasurer or their staff shall conduct a thorough review and perform due diligence of all brokers, dealers, issuers of securities, and mutual funds prior to investing or conducting transactions with these parties and on a continuing basis.

17. INTERNAL CONTROLS:

The County Treasurer has established a system of internal controls to provide reasonable assurance that the investment objectives are met and to ensure that the assets of the Pool are protected from loss, theft or misuse. The concept of reasonable assurance recognizes that the cost of controls shall not exceed the benefits likely to be derived and that the valuation of costs and benefits require estimates and judgements by management. The County treasurer shall develop and maintain written procedures for the operation of the investment program, which are consistent with the IPS.

18. SECURITY CUSTODY AND DELIVERY:

All securities purchased shall be deposited for safekeeping with the custodial bank that has contracted to provide the County Treasurer with custodial security clearance services or with a tri-party custodian bank under a written tri-party custody agreement. These third-party trust department arrangements provide the County with a perfected interest in, ownership of and control over the securities held by the bank custodian on the County's behalf and are intended to protect the County from the bank's own creditors in the event of a bank default and filing of bankruptcy. Securities are not to be held in investment firm broker/dealer accounts.

All security transactions are to be conducted on a "delivery-versus-payment basis." Confirmation receipts on all investments are to be reviewed immediately for conformity with County transaction documentation. Confirmations resulting from securities purchased under repurchase agreements should clearly state the exact and complete nomenclature of the underlying securities purchased, that these securities have been sold to the County under a repurchase agreement, and the stipulated date and amount of the resale by the County back to the seller of the securities.

19. COMPETITIVE PRICING:

Investment transactions are to be made at current market prices. When possible, competitive prices should be obtained through multiple bids or offers. When identical securities are not available from multiple sources, or investments are purchased directly from issuers (e.g., certificates of deposit and commercial paper), market prices may be referenced to offerings of similar securities that are of comparable rating and maturity by other issuers.

20. PERFORMANCE EVALUATION:

The investment portfolio will be managed in accordance with the parameters specified with this IPS. The investment portfolio shall be designed with the objective of obtaining a rate of return throughout budgetary and economic cycles, commensurate with the investment risk constraints and the cash flow needs of Pool participants. The County Treasurer will measure the portfolio's performance against a market benchmark that is commensurate with the County's investment risk constraints and the cash flow characteristics of the portfolio.

21. TRADING AND EARLY SALE OF SECURITIES:

Securities should be purchased with the intent of holding them until maturity. However, in an effort to minimize market risks, credit risks, and increase the total return of the portfolio, securities may be sold prior to maturity, either at a profit or less, when market conditions or a deterioration in credit worthiness of the issuer warrant a sale of the securities to either enhance overall portfolio yield or to minimize loss of investment principal.

22. PURCHASE OF SECURITIES FOR FORWARD SETTLEMENT:

Purchases of securities for forward settlement are only authorized as long as the intent of the purchase is to hold them in the portfolio and not for speculative trading, sufficient cash is available to consummate their acceptance into the Treasurer's portfolio on the settlement date, there is the ability at purchase to hold them in the portfolio to maturity without violating any of the diversification/maturity limits of the IPS, and the forward settlement period does not exceed 21 days.

23. PORTFOLIO REPORTING:

On a monthly basis, the County Treasurer shall prepare and file with the Clerk of the Board and post to their website a report consisting of but not limited to a description of the security, maturity date, book value, par value, market value, state coupon, together with all other portfolio information required by law.

24. QUARTERLY DISTRIBUTION OF INVESTMENT EARNINGS:

All moneys deposited in the Pool by the participants represent an individual interest in all assets and investments in the Pool based upon the amount deposited. Portfolio income shall be reconciled quarterly prior to the distribution of earnings among those entities sharing in pooled fund investment income. It is the intent of this policy to safeguard and maintain the principal value of funds invested and to minimize "paper losses" caused by changes in market value. Nonetheless, actual portfolio income and/or losses, and net of any reserves, will be distributed quarterly among those participants sharing in pooled investment income in compliance with the California Government Code. Except for specific investments in which the interest income is to be credited directly to the fund from which the investment was made, all investment income is to be distributed pro-rata based upon each participant's average daily cash balance for the calendar quarter.

25. QUARTERLY APPORTIONMENT OF ADMINISTRATIVE COSTS:

Prior to the quarterly apportionment of pooled fund investment earnings, the County Treasurer is permitted, pursuant to the California Government Code, to deduct from investment earnings the actual cost of the investments, auditing, depositing, handling, and distribution of such income. Accordingly, the Treasury shall deduct from pooled fund investment earnings the actual cost incurred for: banking services, wire transfers, custodial safekeeping charges, building remodeling costs and other capital outlays, the costs of investment advisory services, credit ratings, the pro-rata annual cost of the salaries including fringe benefits for the personnel in the Treasurer/Tax Collector's office engaged in the administration, investment, auditing, cashiering, account, reporting, remittance processing and depositing of public funds for investment, together with the related computer, office expenses, and other operating expenses associated with the performance of these functions.

26. WITHDRAWL OF FUNDS:

The County Treasurer shall maintain sufficient funds in the County Treasury, to meet the estimated normal daily operating cash demands of the County and other Pool participants by investing funds to maturities that anticipate major cash needs. To that end, this IPS establishes guidelines for unusual or unexpected withdrawals of cash and provides for adequate liquidity to cover day-today operations of Pool depositors. On occasion, depositors have need of withdrawals that exceed those normally associated with operations. To accommodate such withdrawal, the County Treasurer has established written notification requirements as set forth below to allow for adjustments to the liquidity position of the portfolio. The notification required is as follows:

a. Withdrawals of over $500,000.00 but less than $1,000,000.00 — 48 Hours

b. Withdrawals of over $1,000,001.00 — 72 Hours

Notification should be sent to treasurer@countyofcolusaca.gov. Failure to adhere to these requirements may result in payment being delayed by the County Treasurer. Any related fees or penalties assessed by the County service bank shall be passed on to the participant as a direct charge against the participants pooled investment earnings. The County Treasurer reserves the right to mark any investment to market if securities must be sold prior to maturity to meet withdrawals that did not follow these requirements.

27. DIVESTMENT OF VOLUNTARY POOLED PARTICIPANTS:

Securities are purchased with the intent to hold them to maturity. To that end, funds are invested in securities that mature on dates consistent with the anticipated operating cash requirements of all Pool participants. Withdrawals of funds by voluntary Pool participants for any purpose not considered as funds being utilized for operations shall be prohibited unless the voluntary Pool participant divests from the Pool and completely withdrawals all funds, ending their relationship with the County Pool.

To initiate the divestment process, the agency shall send a letter to the County Treasurer requesting divestment from the Pool. The letter will indicate the specific legal authority the agency is using to divest from the Pool. The letter shall include the reasons the agency wishes to divest, acknowledgement that they will not be permitted to rejoin the Pool, and the timeline they wish to have the divestment completed.

Upon review of the letter and the divestment request approved by the County Treasurer, the two parties will agree upon a mutually beneficial date to completely withdraw the agency funds from the Pool. Once a mutually beneficial date is agreed upon the agency shall pass a resolution with the following requirements:

a. The agency will state their intent to divest from the County Pool.

b. The agency will relieve the County Treasurer and County of any fiduciary responsibility to the agency.

c. The agency will agree to hold harmless the County Treasurer and County for any adverse consequences the agency may face from divestment from the Pool.

d. The agency will acknowledge that the divestment is intended to be permanent, and that the agency may be prohibited from rejoining the Pool at a future date.

e. The agency will acknowledge that the divestment may cause an adverse impact on current Pool participants and that the County Treasurer, at their discretion, may mark the divestment to market.

f. The agency will add any other provisions to the resolution as required by state and local law.

The County Treasurer reserves the right to divest any voluntary Pool participant from the Pool if they withdraw funds for any purpose not considered as funds being utilized for operations without the consent of the County Treasurer.

28. CRITERIA FOR AGENCIES SEEKING VOLUNTARY ENTRY INTO THE POOL:

The County Treasurer is not soliciting nor accepting any new agency's voluntary entry into the Pool, with the exception of newly formed agencies that are primarily based within the boundaries of Colusa County. The County Treasurer reserves the right to admit agencies formed prior to the adoption of this IPS to the Pool under unique or extraordinary circumstances as deemed by the County Treasurer.

Joining the Pool is a long-term commitment to utilize the Pool and County Treasury for the agencies for its primary banking needs.

For an agency to be admitted to the Pool as a voluntary participant they shall perform the following:

a. Sign an 'Investment Management Agreement' which outlines the terms and conditions of participation, including constraints on withdrawals from the Pool.

b. Provide a resolution adopted by the Board or governing body that authorizes the local agency to deposit excess funds in the County Treasury for the purpose of investment by the County Treasurer. The resolution shall:
   i. Be signed by an authorized official.
   ii. Indicate the resolution number and date passed by the Board or governing body.
   iii. Indicate the persons authorized to indicate deposits to and instruct withdrawals from the Pool.
   iv. Bear the seal of the local agency, if the local agency has a seal.

c. Establish a fund(s) with the County Auditor/Controller in the County's general ledger.

29. WARRANTIES:

All Pool participants acknowledge that funds deposited in the Pool are subject to market/investment risk, and that the County Treasurer makes no warranties regarding Pool performance, including but not limited to preservation of capital or rate of return earned on funds deposited in the Pool. Pool participants knowingly accept these risks and waive any claims or causes of action against the County Treasurer, the County, and any employees, officials, or agents of the County for loss, damage, or any other injury related to the Pool participant's funds in the Pool.

30. TREASURY OVERSIGHT COMMITTEE

Government Code Section 27131 states that the Board of Supervisors in each County may, if the County is investing surplus funds, establish a County Oversight Committee. Upon instruction of the County Board of Supervisors, the Treasurer will nominate for approval by the Board, a County Oversight Committee. This committee will include from three to eleven members, as the Board of Supervisors, in consultation with the County Treasurer, shall determine is appropriate. This committee shall include selected persons from the following categories:

A) The County Treasurer
B) The County Auditor Controller
C) An appointed representative of the Board of Supervisors
D) The County Superintendent of Schools or designee
E) A representative of special districts within the County that is required or authorized to deposit money in the County Investment Pool
F) One to five bipartisan members of the public that have expertise in public finance and come from diverse economic backgrounds.
G) School districts and community colleges.

Under State law, members of the Committee may not have contributed to the any election campaign for the position of Treasurer or for any candidate to the Board of Supervisors within the past three years. Members may not directly or indirectly raise money for any candidate for local treasurer or a candidate for member of the legislative body of any local agency with money in the County Pool while a member of the Committee, nor may a member secure employment with, or be employed by, bond underwriters, bond counsel, security brokerages or dealers, or financial services firms, with whom the Treasurer is doing business during the period that the person is a member of the Committee, or for one year after leaving the Committee. Members may not accept any gift, honoraria, gratuity or service of value in violation of the regulations set forth by the Fair Political Practices Commission, the Government Code, any additional limitations set forth by County ordinance, or internal requirements of the Treasurer.

The Treasurer will provide a report bi-annually to the Oversight Committee identifying all investments held in the County Pool, or elsewhere by the Treasurer or as required by the Board of Supervisors. The Treasurer will provide a copy of the Investment Policy annually to the Oversight Committee. The Oversight Committee shall, monitor the activities of the Treasurer, and cause to be performed an annual audit to determine the Treasurer's compliance with the Investment Policy, and other appropriate regulations.

Committee meetings shall be open to the public and in compliance with the appropriate sections of the Ralph M Brown Act. By Code, all costs related to the duties of the Oversight Committee will be considered normal charges against the earnings of the Investment Pool.

The Oversight Committee shall have no authority to direct the process or daily operations of any portion of the Treasury Department, nor shall the Committee play any role in determining which banks, firms, or individuals the Treasurer does business with, nor shall the Committee be involved in determining which investments the Treasurer purchases, but shall act only to review the actions of the Treasurer to determine that they are in accordance with the Investment Policy and all other legal requirements or regulations.

31. TABLE OF AUTHORIZED INVESTMENTS (EXHIBT A):

Investment Instruments	Government Code Section	Minimum Rating	Diversification Limitation	Term Limitation
State Treasurer's Local Agency Investment Fund (LAIF)	16429.1	Not Rated	Maximum Set by LAIF Board	-
Bank Deposits	53630 et seq	FDIC Insured or Collateralized	100%	-
County of Colusa Instruments	53601(a)	-	100%	5 years
United States Treasury Instruments	53601(b)	-	100%	5 years
State of California Instruments	53601(c)	-	100%	5 years
Other 49 State Municipals	53601(d)	-	100% <5% single issuer	5 years
California Municipals	53601(e)	-	100% <5% single issuer	5 years
Federal Agency Securities	53601(f)	-	100%	5 years
Bankers' Acceptance	53601(g)	A1, P1	40% <5% in one bank	180 days
Commercial Paper	53601(h)	A1, P1	40% <5% single issuer	270 days
Negotiable CD's	53601(i)	"A" or equivalent	30% <5% single issuer	5 years
Reverse Repurchase Agreements	53601(j)	-	20%	92 days
Medium Term Notes	53601(k)	"A" or equivalent	30% <5% single issuer	5 years
Money Market Mutual Funds	53601(l)	"AAA" or equivalent or Advisor Requirements	20% <10% single issuer	-
Mortgage/Asset-Backed Securities	53601(o)	"AA" issue or equivalent	20% <5% single issuer	5 years
JPA Investment Pools	53601(p)	"AAAm" or equivalent	90%	-
Supranational Debt	53601(q)	"AA" or equivalent	30% <5% single issuer	5 years

32. GLOSSARY OF TERMS (EXHBIT B):

Asset-Backed Securities are securities supported by pools of installment loans or leases or by pools of revolving lines of credit.

Bankers' Acceptances are short-term credit arrangements to enable businesses to obtain funds to finance commercial transactions. They are time drafts drawn on a bank by an exporter or importer to obtain funds to pay for specific merchandise. By its acceptance, the bank becomes primarily liable for the payment of the draft at maturity. An acceptance is a high-grade negotiable instrument.

Benchmark is a comparative base for measuring the performance or risk tolerance of the investment portfolio. A benchmark should represent a close correlation to the level of risk and the average duration of the portfolio's investments.

Broker/Dealer is a person or a firm who can act as a broker or a dealer depending on the transaction. A broker brings buyers and sellers together for a commission. They do not take a position. A dealer acts as a principal in all transactions, buying and selling for his own account.

JPA Investment Pools are California Joint Powers Authority ("JPA") established as a stable net asset value (NAV) short-term money market portfolio and cash management vehicle.

Collateral refers to securities, evidence of deposits, or other property that a borrower pledges to secure repayment of a loan. "Security" means any of the eligible securities or obligations listed in Government Code Section 53651. It also refers to securities pledged by a bank to secure deposits. In California, repurchase agreements, reverse repurchase agreements, and public deposits must be collateralized.

Commercial Paper is a short term, unsecured, promissory note issued by a corporation to raise working capital.

Federal Agency Obligations are issued by U.S. Government Agencies or Government Sponsored Enterprises (GSE). Although they were created or sponsored by the U.S. Government, most Agencies and GSEs are not guaranteed by the United States Government. Examples of these securities are notes, bonds, bills and discount notes issued by Fannie Mae (FNMA), Freddie Mac (FHLMC), the Federal Home Loan Bank system (FHLB), and Federal Farm Credit Bank (FFCB). The Agency market is a very large and liquid market, with billions traded every day.

Issuer means any corporation, governmental unit, or financial institution that borrows money through the sale of securities.

Liquidity refers to the ease and speed with which an asset can be converted into cash without loss of value. In the money market, a security is said to be liquid if the difference between the bid and asked prices is narrow and reasonably sized trades can be done at those quotes.

Local Agency Investment Fund (LAIF) is a voluntary investment program for California local governments administered by the California State Treasurer. LAIF provides local agencies with a way to invest cash held in the treasury pool that may be withdrawn as needed on a same-day basis to meet an agency's cash flow needs, while realizing interest. The Local Investment Advisory Board (LIAB) provides oversight for LAIF. Due to the portfolio's characteristics, credit risk is minimal. The pool is managed to ensure the safety of the portfolio by investing in high quality securities and by maintaining a mix of securities that provide reasonable assurance that no single investment or class of investments will have a disproportionate impact on the total portfolio. Additionally, LAIF funds are protected by statute and are not borrowable.

Market Value is the price at which a security is trading and could presumably be purchased or sold.

Maturity is the date upon which the principal or stated value of an investment becomes due and payable.

Medium-Term Notes are debt obligations issued by corporations and banks, usually in the form of unsecured promissory notes. These are negotiable instruments that can be bought and sold in a large and active secondary market. For the purposes of California Government Code, the term "Medium Term" refers to a maximum remaining maturity of five years or less. They can be issued with fixed or floating-rate coupons, and with or without early call features, although the vast majority are fixed-rate and non-callable. Corporate notes have greater risk than Treasuries or Agencies because they rely on the ability of the issuer to make payment of principal and interest.

Money Market Mutual Funds are a type of investment comprising a variety of short-term securities with high quality and high liquidity. The fund provides interest to shareholders and must strive to maintain a stable net asset value (NAV) of $1 per share.

Negotiable Certificates of Deposit are large-denomination CDs. They are issued at face value and typically pay interest at maturity, if maturing in less than 12 months. CDs that mature beyond this range pay interest semi-annually. Negotiable CDs are issued by U.S. banks (domestic CDs), U.S. branches of foreign banks (Yankee CDs), and thrifts. There is an active secondary market for negotiable domestic and Yankee CDs. However, the negotiable thrift CD secondary market is limited. Yields on CDs exceed those on U.S. treasuries and agencies of similar maturities. This higher yield compensates the investor for accepting the risk of reduced liquidity and the risk that the issuing bank might fail. State law does not require the collateralization of negotiable CDs.

Principal describes the original cost of a security. It represents the amount of capital or money that the investor pays for the investment.

Supranational is a multi-national organization whereby member states transcend national boundaries or interests to share in the decision making to promote economic development in the member countries.

Repurchase Agreements are short-term investment transactions. Banks buy temporarily idle funds from a customer by selling him U.S. Government or other securities with a contractual agreement to repurchase the same securities on a future date at an agreed upon interest rate. Repurchase Agreements are typically for one to ten days in maturity. The customer receives interest from the bank. The interest rate reflects both the prevailing demand for Federal Funds and the maturity of the Repo. Repurchase Agreements must be collateralized.

U.S. Treasury Issues are direct obligations of the United States Government. They are highly liquid and are considered the safest investment security. U.S. Treasury issues include:

1. Treasury Bills which are non-interest-bearing discount securities issued by the U.S. Treasury to finance the national debt. Bills are currently issued in one-, three-, six-, and twelve-month maturities.

2. Treasury Notes that have original maturities of one to ten years.

3. Treasury Bonds that have original maturities of greater than 10 years.

Yield to Maturity is the rate of income return on an investment, minus any premium above par or plus any discount with the adjustment spread over the period from the date of the purchase to the date of maturity of the bond.

33. Eligible Broker/Dealers, Depositories & Financial Institutions

Eligible Dealers:

US Wealth Management
Alamo Capital
Stifel Nicolaus
Higgins Capital
Multi-Bank Securities, Inc

Eligible Depositories:

US Bank
One addition bank (current RFP) within the City of Colusa

Eligible Financial Institutions:

Local Agency Investment Fund (LAIF)
California Asset Management Program (CAMP)

Eligible Investment Advisor:

Meeder Investment Management

Colusa County

Agenda Request Form

Item ID#: 2025-207 **Agenda Date:** 12/16/2025 **Item 32**

TREASURER/TAX COLLECTOR

Approve Treasurer's Monthly Investment Report as presented.

Detailed Description/Background of Request
Required pursuant to Section 27131-27137 of the Government Code

Prior Board Action
N/A

Fiscal Impact/Funding Source
N/A

Action for the Clerk
N/A

Attachments:
1. 10.25 Treasury Report

Cindy Dillard
Colusa County Treasurer Tax Collector

Report: Colusa County Dash Board
Account: Colusa County (503737)
Date: 10/01/2025 - 10/31/2025

Portfolio Summary

	Portfolio
Meeder Yield	3.92
Weighted Average Maturity	2.104
Book Value	185,905,339.06
Market Value	184,290,214.44
Unrealized Gain/Loss	-1,615,124.62
Income Received	320,813.96
Cash	1,075,862.46
LAIF - SRWSLD/RD108	147,851.93

Footnotes: 1,2

Colusa County Investment Summary

Diversification / Security Sector	Book Value	Market Value	% of Book Value	Book Yield	Days to Maturity
Receivable	3,529.87	3,529.87	0.002%	0.000	0
LGIP	64,486,993.17	64,486,993.17	34.687%	4.260	1
Money Market Funds	842,028.11	842,028.11	0.453%	3.920	1
Commercial Paper	8,125,727.15	8,251,806.00	4.371%	4.315	103
U.S. Treasuries	20,008,652.34	20,196,972.65	10.763%	3.983	969
Negotiable CD's	248,688.75	248,724.82	0.134%	4.194	970
MBS	10,383,782.27	10,521,074.93	5.585%	4.227	971
Corporate Bonds	20,323,560.00	20,545,440.00	10.932%	4.229	1077
Asset-Backed Securities	8,230,708.45	8,260,468.78	4.427%	4.330	1226
Municipal Bonds	35,018,941.36	32,623,191.02	18.837%	2.396	1448
U.S. Agencies	18,236,257.46	18,313,514.96	9.809%	4.519	1709
Total	**185,908,868.93**	**184,293,744.31**	**100.000%**	**3.902**	**772**

Footnotes: 3,4,5

Asset Allocation Excl. LGIP

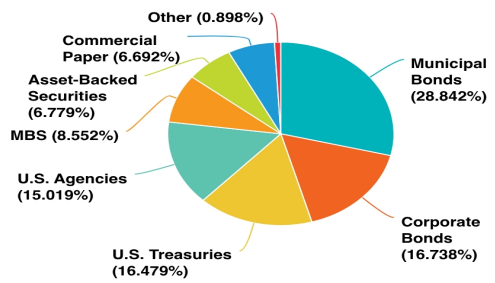
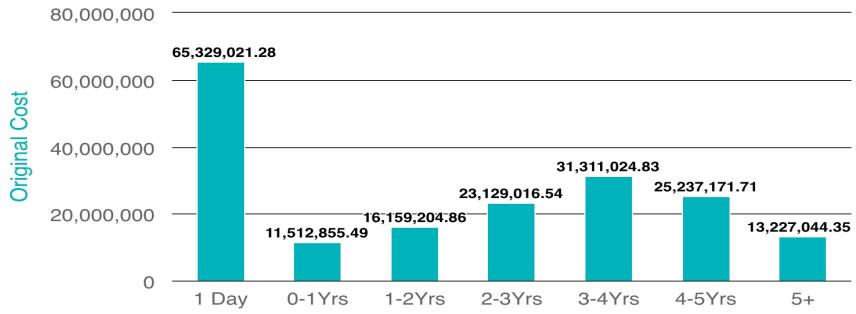


Chart calculated by: % of Book Value

Maturity Dist Principal Cost



1: * Filtered By: Settled Status = Yes and Exclude cash accounts from non-amortizing statement ≠ Yes and Identifier not in "139999999", "GIDP00000"
2: * Weighted by: Base Market Value Less Rec
3: * Grouped by: Diversification / Security Sector
4: * Groups Sorted by: Days to Maturity
5: * Weighted by: Ending Market Value + Accrued, except Book Yield by Base Book Value + Accrued



Cindy Dillard
Colusa County Treasurer Tax Collector

Colusa County Treasurer's Report
Colusa County (503737)
10/31/2025

Identifier	Security Description	Asset Type	Yield at Cost	Matures	Book Value	Market Value	Net Unrealized Gain/Loss
31846V567	FIRST AMER:GVT OBLG;Z	Money Market Funds	3.92	---	842,028.11	842,028.11	0.00
CAMPPOOL	California Asset Mgmt Program	LGIP	4.26	---	64,486,647.44	64,486,647.44	0.00
CALAIF	California LAIF	LGIP	4.15	---	345.73	345.73	0.00
CCYUSD	US DOLLAR	Receivable	0.00	10/31/2025	3,529.87	3,529.87	0.00
22533TYA8	CREDIT AGRI NY 11/10/25	Commercial Paper	4.44	11/10/2025	1,472,386.67	1,498,365.00	25,978.33
22533UA52	CREDIT AGRI NY 01/05/26	Commercial Paper	4.37	01/05/2026	1,462,015.01	1,488,462.50	26,447.49
09659CB23	BNP PARIBAS NY 02/02/26	Commercial Paper	4.36	02/02/2026	1,942,995.56	1,978,093.34	35,097.78
62479MC27	MUFG BANK NY 03/02/26	Commercial Paper	4.37	03/02/2026	1,452,412.50	1,478,673.75	26,261.25
22533UEF6	CREDIT AGRI NY 05/15/26	Commercial Paper	4.16	05/15/2026	969,886.94	978,170.83	8,283.89
8923A1F89	TOYO CRD PUE RIC 06/08/26	Commercial Paper	3.97	06/08/2026	826,030.47	830,040.58	4,010.11
91282CHY0	US TREASURY 4.625 09/15/26	U.S. Treasuries	4.08	09/15/2026	1,509,902.34	1,510,839.84	937.50
46625HRV4	JP MORGAN 2.950 10/01/26 '26	Corporate Bonds	4.25	10/01/2026	1,475,130.00	1,486,665.00	11,535.00
91282CJT9	US TREASURY 4.000 01/15/27	U.S. Treasuries	4.01	01/15/2027	1,499,648.44	1,505,449.22	5,800.78
3130AQNW9	FHLBANKS 1.800 02/08/27 '25	U.S. Agencies	4.08	02/08/2027	963,410.00	973,790.00	10,380.00
89236TJZ9	TOYOTA MOTOR CRD 3.050 03/22/27 MTN	Corporate Bonds	4.25	03/22/2027	1,469,055.00	1,483,170.00	14,115.00
3137F1G44	FH-K065-A2	MBS	4.14	04/25/2027	1,472,519.53	1,484,624.45	12,104.92
17325FBN7	CITIBANK NA US 4.576 05/29/27 '27	Corporate Bonds	4.41	05/29/2027	1,504,575.00	1,513,275.00	8,700.00
91282CKV2	US TREASURY 4.625 06/15/27	U.S. Treasuries	3.95	06/15/2027	1,519,394.53	1,523,261.72	3,867.19
91282CKZ3	US TREASURY 4.375 07/15/27	U.S. Treasuries	3.95	07/15/2027	1,512,714.84	1,518,457.04	5,742.20
91282CLG4	US TREASURY 3.750 08/15/27	U.S. Treasuries	3.94	08/15/2027	1,494,023.44	1,503,339.84	9,316.40
3137FBU79	FHMS K-069 A2 3.187 09/25/2027	MBS	4.12	09/25/2027	1,428,962.28	1,442,361.12	13,398.84
419792B21	HAWAII ST 1.535 10/01/27	Municipal Bonds	4.12	10/01/2027	589,606.25	599,533.75	9,927.50
3130AKML7	FHLBANKS 0.800 10/29/27 '25	U.S. Agencies	4.14	10/29/2027	527,158.80	536,113.50	8,954.70
9128283F5	US TREASURY 2.250 11/15/27	U.S. Treasuries	3.99	11/15/2027	1,440,058.59	1,460,625.00	20,566.41
30308AAH6	FRESB 2018-SB45 10F 3.16 11/25/2027	MBS	4.12	11/25/2027	359,615.39	362,115.30	2,499.91
36265WAE3	GMFCAR-223-A4	Asset-Backed Securities	3.97	12/16/2027	1,490,566.41	1,496,407.91	5,841.50
3140J7XA8	FN BM3372 3.28 01/01/2028	MBS	4.36	01/01/2028	1,567,747.35	1,591,763.12	24,015.77
3130AKT48	FHLBANKS 1.000 01/27/28	U.S. Agencies	4.22	01/27/2028	460,243.50	471,290.00	11,046.50
344928AD8	FCAOT-23A-A3	Asset-Backed Securities	4.61	02/15/2028	1,003,302.89	1,005,056.84	1,753.95
3130AKYL4	FHLBANKS 1.000 02/16/28	U.S. Agencies	3.95	02/16/2028	925,234.96	940,550.00	15,315.04
857477CU5	STATE STREET 4.536 02/28/28 '28	Corporate Bonds	4.14	02/28/2028	1,513,755.00	1,519,125.00	5,370.00
44933XAD9	HART-23B-A3	Asset-Backed Securities	5.10	04/17/2028	1,075,326.86	1,076,253.27	926.41
06406RAH0	BONY MELLON 3.850 04/28/28 MTN	Corporate Bonds	4.02	04/28/2028	1,493,040.00	1,501,575.00	8,535.00
053015AG8	ADP 1.700 05/15/28 '28	Corporate Bonds	3.95	05/15/2028	1,407,030.00	1,422,630.00	15,600.00
3137FG6X8	FHMS K-077 A2 3.85 05/25/2028	MBS	4.13	05/25/2028	1,484,414.06	1,497,033.75	12,619.69
24422EYD5	JOHN DEERE CAP 4.250 06/05/28 MTN	Corporate Bonds	4.15	06/05/2028	1,504,350.00	1,512,225.00	7,875.00
321118CA7	FRST NATL BNK 4.150 06/27/28	Negotiable CD's	4.19	06/27/2028	248,688.75	248,724.82	36.07
91282CHQ7	US TREASURY 4.125 07/31/28	U.S. Treasuries	3.99	07/31/2028	1,505,683.59	1,520,390.63	14,707.04
037833EH9	APPLE 1.400 08/05/28 '28	Corporate Bonds	4.06	08/05/2028	1,382,415.00	1,407,465.00	25,050.00
91282CCY5	US TREASURY 1.250 09/30/28	U.S. Treasuries	4.01	09/30/2028	1,372,968.75	1,403,320.32	30,351.57
3137FLYU2	FH-K092-A1	MBS	3.70	10/25/2028	1,165,963.29	1,174,326.76	8,363.47
492244EY0	KERN CALIF CMNTY COLLEGE DI 2.701 11/01/28	Municipal Bonds	4.18	11/01/2028	643,713.75	653,816.48	10,102.73
9128285M8	US TREASURY 3.125 11/15/28	U.S. Treasuries	4.02	11/15/2028	1,457,578.13	1,479,375.00	21,796.87
3130AMM25	FHLBANKS 1.500 12/07/28 '25	U.S. Agencies	4.25	12/07/2028	455,829.00	464,865.00	9,036.00
89236TFT7	TOYOTA MOTOR CRD 3.650 01/08/29 MTN	Corporate Bonds	4.38	01/08/2029	1,463,805.00	1,484,160.00	20,355.00
92970QAA3	WFCIT-241-A	Asset-Backed Securities	4.24	02/15/2029	1,181,322.50	1,182,778.74	1,456.24

76913CBD0	RIVERSIDE CNTY CALIF PENSIO 3.120 02/15/29	Municipal Bonds	4.40	02/15/2029	1,210,567.05	1,231,263.72	20,696.67
91282CKG5	US TREASURY 4.125 03/31/29	U.S. Treasuries	4.03	03/31/2029	1,504,687.50	1,523,671.88	18,984.38
91282CEM9	US TREASURY 2.875 04/30/29	U.S. Treasuries	4.04	04/30/2029	1,437,832.03	1,462,968.75	25,136.72
977100EF9	WISCONSIN ST GEN FD ANNUAL 3.468 05/01/29 '27	Municipal Bonds	4.28	05/01/2029	728,422.50	740,893.50	12,471.00
91282CKT7	US TREASURY 4.500 05/31/29	U.S. Treasuries	4.04	05/31/2029	762,421.88	771,445.31	9,023.43
437076BY7	HOME DEPOT 2.950 06/15/29 '29	Corporate Bonds	4.27	06/15/2029	1,427,310.00	1,448,355.00	21,045.00
3137FMTY8	FH-K094-A2	MBS	4.20	06/25/2029	1,424,941.41	1,448,770.58	23,829.17
3133ELV50	FED FARM CR BNKS 1.190 07/16/29 '25	U.S. Agencies	4.00	07/16/2029	894,290.00	906,840.00	12,550.00
70914PW81	PENNSYLVANIA (COMMONWEALTH 1.850 08/01/29	Municipal Bonds	4.25	08/01/2029	1,241,139.90	1,273,828.92	32,689.02
345102PL5	FOOTHILL-DE ANZA CALIF CMNT 1.858 08/01/29	Municipal Bonds	4.20	08/01/2029	911,350.00	928,005.00	16,655.00
096924AD7	BMWOT-25A-A3	Asset-Backed Securities	4.43	09/25/2029	805,226.80	807,934.77	2,707.97
3136B9WE3	FN-20M20-A2	MBS	4.26	10/25/2029	923,742.57	946,553.09	22,810.52
3130AHHC0	FHLBANKS 2.180 11/06/29 '25	U.S. Agencies	4.05	11/06/2029	739,936.00	749,352.00	9,416.00
3133ETJV0	FED FARM CR BNKS 4.000 11/30/29	U.S. Agencies	4.00	11/30/2029	1,499,745.00	1,513,950.00	14,205.00
3136B8TH2	FN-20M05B-A3	MBS	4.52	01/25/2030	555,876.39	573,526.78	17,650.39
91282CGQ8	US TREASURY 4.000 02/28/30	U.S. Treasuries	3.98	02/28/2030	1,501,406.25	1,519,218.75	17,812.50
084664CU3	BERKSHRE HTH FIN 1.850 03/12/30 '29	Corporate Bonds	4.07	03/12/2030	1,356,810.00	1,372,650.00	15,840.00
69371RT71	PACCAR 4.550 05/08/30 MTN	Corporate Bonds	4.39	05/08/2030	1,510,485.00	1,526,715.00	16,230.00
05522RDK1	BACCT-251-A	Asset-Backed Securities	4.31	05/15/2030	1,924,992.69	1,944,438.53	19,445.84
023135BS4	AMAZON.COM 1.500 06/03/30 '30	Corporate Bonds	4.25	06/03/2030	1,316,400.00	1,344,195.00	27,795.00
24422EYE3	JOHN DEERE CAP 4.550 06/05/30 MTN	Corporate Bonds	4.56	06/05/2030	1,499,400.00	1,523,235.00	23,835.00
880591FE7	TVA 3.875 08/01/30	U.S. Agencies	3.94	08/01/2030	1,295,410.20	1,304,572.71	9,162.51
91282CPA3	US TREASURY 3.625 09/30/30	U.S. Treasuries	3.77	09/30/2030	1,490,332.03	1,494,609.38	4,277.35
16144MAD6	CHAOT 252 A3 3.86 10/25/2030	Asset-Backed Securities	3.86	10/25/2030	749,970.30	747,598.72	(2,371.58)
260888AD4	DOWNEY CALIF PENSION OBLIG 0.972 06/01/26	Municipal Bonds	0.87	06/01/2026	402,096.00	393,068.80	(9,027.20)
130179KW3	CALIFORNIA EDL FACS AUTH RE 3.181 04/01/27	Municipal Bonds	1.50	04/01/2027	878,528.00	783,168.00	(95,360.00)
899141BB0	TULARE CNTY CALIF BRD ED CT 2.713 05/01/27	Municipal Bonds	1.17	05/01/2027	693,578.75	623,713.51	(69,865.24)
260888AE2	DOWNEY CALIF PENSION OBLIG 1.367 06/01/27	Municipal Bonds	1.20	06/01/2027	606,030.00	576,196.80	(29,833.20)
797679CF2	SAN FRANCISCO CALIF CITY & 2.278 03/01/28	Municipal Bonds	2.20	03/01/2028	261,175.20	250,319.94	(10,855.26)
672325N45	OAKLAND CALIF UNI SCH DIST 2.061 08/01/28	Municipal Bonds	1.87	08/01/2028	1,280,104.10	1,201,025.16	(79,078.95)
971252AH4	WILLOWS CALIF PENSION OBLIG 2.220 08/01/28	Municipal Bonds	2.03	08/01/2028	187,332.85	176,250.80	(11,082.06)
835588BC7	SONOMA-MARIN AREA RAIL TRAN 2.088 03/01/29	Municipal Bonds	2.12	03/01/2029	523,892.25	494,760.00	(29,132.25)
38122NB35	GOLDEN ST TOB SECURITIZATIO 2.246 06/01/29	Municipal Bonds	1.87	06/01/2029	12,312,952.56	11,347,944.00	(965,008.56)
13048VZT8	CALIFORNIA MUN FIN AUTH REV 2.511 02/01/30	Municipal Bonds	2.35	02/01/2030	505,880.00	462,048.00	(43,832.00)
854434AH0	STANISLAUS CONSOLIDATED FIR 2.340 04/01/30	Municipal Bonds	2.06	04/01/2030	546,475.75	491,264.82	(55,210.93)
79739GPM2	SAN DIEGO CNTY CALIF REGL A 2.256 07/01/30	Municipal Bonds	2.04	07/01/2030	254,220.00	226,481.75	(27,738.25)
3130B6XF8	FHLBANKS 4.700 07/16/30 '26	U.S. Agencies	4.70	07/16/2030	5,000,000.00	4,994,000.00	(6,000.00)
79770GJG2	SAN FRANCISCO CALIF CITY & 2.543 08/01/30	Municipal Bonds	2.21	08/01/2030	2,052,020.00	1,848,542.00	(203,478.00)
055022AK3	AZUSA CALIF PENSION OBLIG 2.635 08/01/30	Municipal Bonds	2.42	08/01/2030	1,168,906.00	1,062,545.95	(106,360.05)
971252AK7	WILLOWS CALIF PENSION OBLIG 2.560 08/01/30	Municipal Bonds	2.38	08/01/2030	268,906.10	245,938.02	(22,968.08)
13048VZU5	CALIFORNIA MUN FIN AUTH REV 2.661 02/01/31	Municipal Bonds	2.63	02/01/2031	395,975.65	358,774.95	(37,200.71)
189344FE9	CLOVIS CALIF UNI SCH DIST C 2.250 06/01/31	Municipal Bonds	2.25	06/01/2031	1,000,000.00	898,004.00	(101,996.00)
797669ZR2	SAN FRANCISCO CALIF BAY ARE 2.768 07/01/31 '29	Municipal Bonds	2.00	07/01/2031	3,188,047.50	2,819,626.70	(368,420.80)
79739GPE0	SAN DIEGO CNTY CALIF REGL A 2.356 07/01/31	Municipal Bonds	2.07	07/01/2031	717,276.00	621,948.60	(95,327.40)
971252AL5	WILLOWS CALIF PENSION OBLIG 2.660 08/01/31	Municipal Bonds	2.48	08/01/2031	574,085.20	516,747.87	(57,337.33)
38122ND33	GOLDEN ST TOB SECURITIZATIO 3.037 06/01/32 '31	Municipal Bonds	3.77	06/01/2032	1,876,660.00	1,797,480.00	(79,180.00)
3133ENZP8	FED FARM CR BNKS 4.900 06/29/32 '25	U.S. Agencies	4.90	06/29/2032	5,475,000.00	5,458,191.75	(16,808.25)
---	---	---	**3.92**	---	**185,908,868.93**	**184,293,744.31**	**(1,615,124.62)**

* Weighted by: Market Value

* Holdings Displayed by: Position

STATEMENT DISCLOSURE SUMMARY

Meeder Public Funds Statements

DISCLOSURE

Meeder provides monthly statements for its investment management clients to provide information about the investment portfolio. The information should not be used for audit or confirmation purposes. Please review your custodial statements and report any inaccuracies or discrepancies.

Certain information and data has been supplied by unaffiliated third parties. Although Meeder believes the information is reliable, it cannot warrant the accuracy of information offered by third parties. Market value may reflect prices received from pricing vendors when current market quotations are not available. Prices may not reflect firm bids or offers and may differ from the value at which the security can be sold.

Statements may include positions from unmanaged accounts provided for reporting purposes. Unmanaged accounts are managed directly by the client and are not included in the accounts managed by the investment adviser. This information is provided as a client convenience and the investment adviser assumes no responsibility for performance of these accounts or the accuracy of the data reported.

Investing involves risk. Past performance is no guarantee of future results. Debt and fixed income securities are subject to credit and interest rate risk. The investment return and principal value of an investment will fluctuate so that an investors shares, when redeemed, may be worth more or less than their original cost. Current performance may be lower or higher than the performance data quoted.

Meeder Investment Management is the global brand for the Meeder group of affiliated companies. Investment advisory services are provided through Meeder Public Funds, Inc. Please contact us if you would like to receive a copy of our current ADV disclosure brochure or privacy policy.

Colusa County

Agenda Request Form

Item ID#: 2025-149 **Agenda Date:** 12/16/2025 **Item 33**

COMMUNITY DEVELOPMENT DEPARTMENT

Adopt a Resolution authorizing recordation of Parcel Map # 25-04 and authorize the County Surveyor to record same.

Detailed Description/Background of Request
On September 3, 2025 the Planning Commission approved a Tentative Parcel Map #25-04. This approval authorized the division of an existing parcel totaling 343.49± acre parcel into two parcels totaling 265.68± acres, and 77.81±acres in size. The project site is located between Interstate 5 and San Jose Road, on Freshwater Road, and approximately .36 miles north of CA-HWY 20.

General Plan and Zoning
The project site has a General Plan Land Use Designation of Agriculture General (AG) and zoning classification of Exclusive Agriculture (E-A). The minimum parcel size for land divisions within areas designated and classified as such is 40 acres. The proposed parcel map meets this criteria as all three proposed parcels will be well above the minimum requirements of 40.0± acres in size.

Prior Board Action
N/A

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 $15,948.58 have been paid (Attachment #2).

Action for the Clerk
Obtain the necessary signatures of the resolution and parcel map, then notify the County Surveyor that the Parcel Map is ready to be recorded.

Attachments:
1. Exhibit A-Parcel Map 25-04 WIGGIN-ORNBAUN SHEET 1 of 2
2. Exhibit A-Parcel Map 25-04 WIGGIN-ORNBAUN SHEET 2 of 2
3. Attachment 2-PM-25-04 Payment of Tax Receipt
4. Attachment 1 PC Resolution #25-005
5. BOS Resolution Approving Final PM 25-04

OWNER'S STATEMENT

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

_____
SHARON WIGGIN, TRUSTEE OF THE SHARON WIGGIN GST EXEMPT TRUST U/T/A DATED OCTOBER 2, 1987

_____
NOELLE C. MAYES, AS TRUSTEE OF THE JOHNNA WIGGIN ORNBAUN 2011 TRUST

_____
JOHNNA M. ORNBAUN, A MARRIED WOMAN

_____
SHARON WIGGIN, TRUSTEE OF THE SHARON WIGGIN TRUST DATED JANUARY 8, 2008

ACKNOWLEDGEMENT

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 _____

ON_____ BEFORE ME, _____,

NOTARY PUBLIC, 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

_____ _____
SIGNATURE COUNTY OF BUSINESS

_____ _____
PRINTED NAME COMMISSION NO.

_____
COMMISSION EXPIRES

ACKNOWLEDGEMENT

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STATE OF CALIFORNIA
COUNTY OF _____

ON_____ BEFORE ME, _____,

NOTARY PUBLIC, 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.

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STATE OF CALIFORNIA
COUNTY OF _____

ON_____ BEFORE ME, _____,

NOTARY PUBLIC, 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.

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WITNESS MY HAND

_____ _____
SIGNATURE COUNTY OF BUSINESS

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PRINTED NAME COMMISSION NO.

_____
COMMISSION EXPIRES

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STATE OF CALIFORNIA
COUNTY OF _____

ON_____ BEFORE ME, _____,

NOTARY PUBLIC, 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

_____ _____
SIGNATURE COUNTY OF BUSINESS

_____ _____
PRINTED NAME COMMISSION NO.

_____
COMMISSION EXPIRES

TAX COLLECTOR'S STATEMENT

I, CINDY DILLARD, 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 $_____.

ASSESSOR'S PARCEL No. 016-070-096-000

DATE: _____

_____
CINDY DILLARD, 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 SEPTEMBER 3, 2025 PER RESOLUTION _____.

BOARD OF SUPERVISORS STATEMENT

I, ANN NORDYKE, 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 _____, 2025, APPROVED THE PARCEL MAP FOR SUBMISSION PURPOSES IN ACCORDANCE WITH THE APPROVED OR CONDITIONALLY APPROVED "TENTATIVE" PARCEL MAP HEREFORTH FILED AND APPROVED BY THE COLUSA COUNTY PLANNING COMMISSION ON SEPTEMBER 3, 2025. 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.

DATED: _____

ANN NORDYKE _____ BY: _____
CLERK OF THE BOARD OF DEPUTY
SUPERVISORS, COLUSA COUNTY

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 JOHNNA ORNBAUN IN OCTOBER 2025. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY, AND THAT ALL MONUMENTS SHOWN ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

_____
NICHOLAS JAY JOHNSTON

LICENSED LAND SURVEYOR
NICHOLAS JAY JOHNSTON
No. 9799
STATE OF CALIFORNIA

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 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, L.S. 9150
COLUSA COUNTY SURVEYOR

LICENSED LAND SURVEYOR
DARYL K. PRIDE
L.S. 9150
STATE OF CALIFORNIA

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2025, AT _____.M.
IN BOOK _____ OF PARCEL MAPS, AT PAGE _____ AT THE REQUEST OF NICHOLAS JOHNSTON.

CRISTY JAYNE EDWARDS _____ FILE NO.: _____
COLUSA COUNTY RECORDER

BY: _____ FEE: $_____
DEPUTY

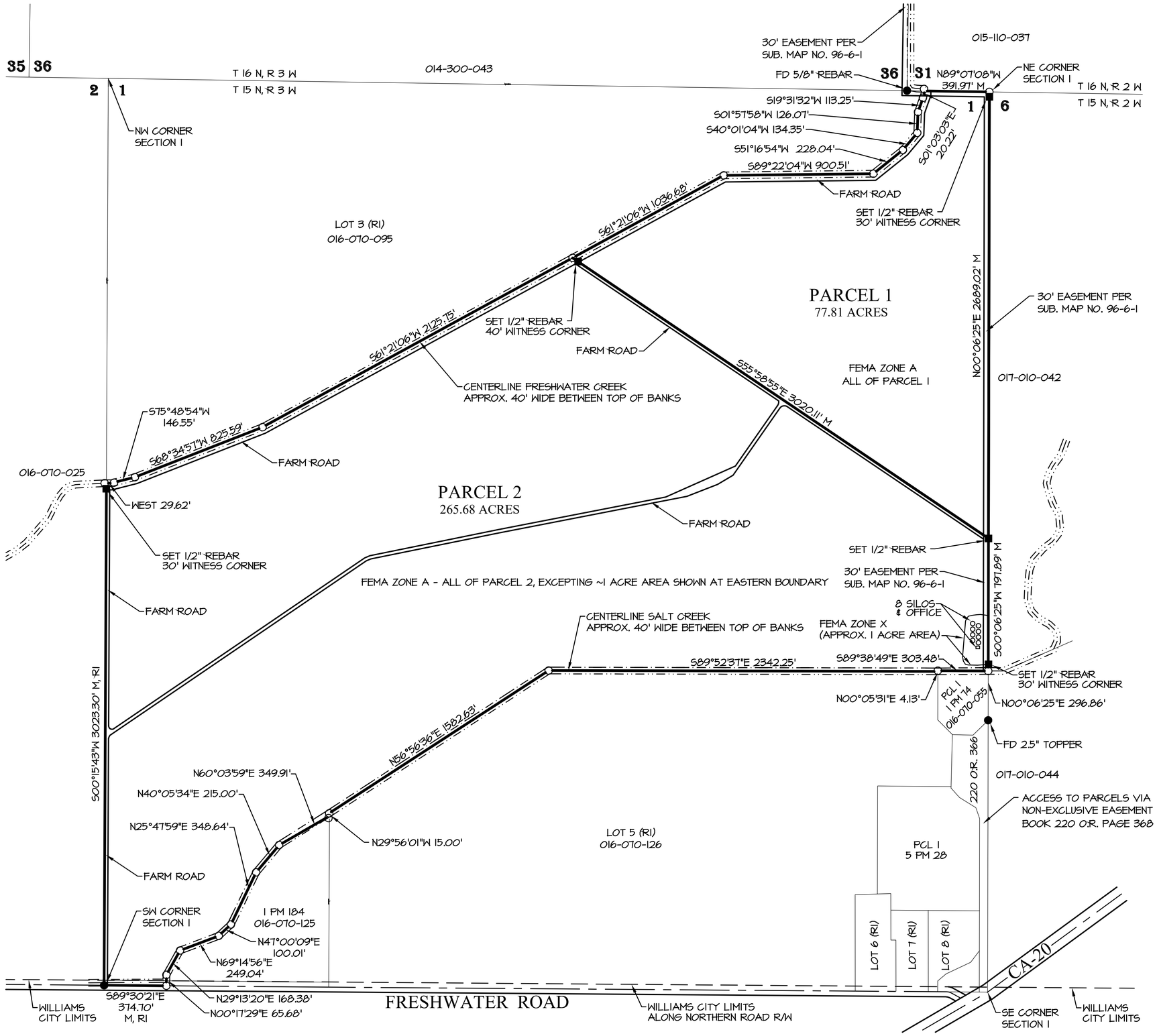
PARCEL MAP NO. 25-04

FOR
ORNBAUN & WIGGIN

BEING A RESUBDIVISION OF LOT 4 OF SUBDIVISION MAP NO. 96-6-1, FILED IN BOOK 1 OF SUBDIVISION MAPS, AT PAGE 51, COLUSA COUNTY OFFICIAL RECORDS. ALSO BEING A PORTION OF SECTION 1, TOWNSHIP 15 NORTH, RANGE 3 WEST, M.D.B.&M., IN COLUSA COUNTY, CALIFORNIA.

PREPARED BY NICHOLAS JOHNSTON, PROFESSIONAL LAND SURVEYOR
NOVEMBER 2025

SHEET 1 OF 2



BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS MAP IS IDENTICAL TO THAT SHOWN ON SUBDIVISION MAP NO. 96-6-1 FOR CHESTER J. SPOONER ET. AL FILED IN BOOK 1 OF SUBDIVISION MAPS, AT PAGE 51, COLUSA COUNTY OFFICIAL RECORDS.

LEGEND

O	CALCULATION POINT PER S.M. 96-6-1, NOTHING FOUND OR SET
■	SET 1/2" REBAR WITH BLUE PLASTIC CAP "JOHNSTON L.S. 9799"
●	FOUND SURVEY MONUMENT PER SUBDIVISION MAP NO. 96-6-1
( )	EMBRACES INFORMATION OF RECORD
M	MEASURED
(RI)	BOOK 1 OF FINAL MAPS AT PAGE 51 - SUBDIVISION MAP NO. 96-6-1
8	SECTION NUMBER

FLOOD ZONE

A FLOOD ZONE DEVELOPMENT PERMIT SHALL BE REQUIRED FOR THE DEVELOPMENT OF PROPERTY LYING WITHIN ZONE A (ALL OF PARCEL 1, AND PARCEL 2 EXCEPTING THE OFFICE AND SILO AREA). COLUSA COUNTY FLOOD PLAIN, COMMUNITY NO. 060116, PANELS 0517G AND 0525G DATED JUNE 10, 2022.

PARCEL MAP NO. 25-04

FOR

ORNBAUN & WIGGIN

BEING A RESUBDIVISION OF LOT 4 OF SUBDIVISION MAP NO. 96-6-1, FILED IN BOOK 1 OF SUBDIVISION MAPS, AT PAGE 51, COLUSA COUNTY OFFICIAL RECORDS. ALSO BEING A PORTION OF SECTION 1, TOWNSHIP 15 NORTH, RANGE 3 WEST, M.D.B.&M., IN COLUSA COUNTY, CALIFORNIA.

PREPARED BY NICHOLAS JOHNSTON, PROFESSIONAL LAND SURVEYOR
NOVEMBER 2025

SHEET 2 OF 2

COLUSA COUNTY TAX COLLECTOR

Cindy Dillard, Treasurer-Tax Collector

547 Market St. Suite 111, Colusa, CA 95932, (530) 458-0440
www.countyofcolusaca.gov

Date: 11/12/2025
Time: 1:59:24PM

PAYMENT RECEIPT

Payor:

JOHNNA M ORNBAUN
2292 ZUMWALT RD
WILLIAMS CA 95987

Assessee:

WIGGIN SHARON GST EXEMPT TR ET AL
6590 HILLGATE ROAD
ARBUCKLE CA 95912

Parcel(s) Paid	Fiscal Year	Taxes
016-070-096-000	2025 - 2026	15,948.58
6001 FRESHWATER RD, WILLIAMS CA 95987		

1st Instl	Description	Amt
	Tax	7,974.29

2nd Instl	Description	Amt
	Tax	7,974.29

TOTAL TAXES AND FEES 15,948.58

Payment(s) Tendered	Transactions	Total
Check # 1065	1	741.61
Check # 3020	1	1,063.77
Check # 3018	1	1,063.77
Check # 1064	1	741.61
Check # 2243	1	12,337.82

Register NO12 Collection 2

Total Tendered: 15,948.58

Change Given: 0.00

THANK YOU FOR YOUR PAYMENT
Jgutierrezcano

RESOLUTION NO. 25-005

RESOLUTION OF THE COLUSA COUNTY PLANNING COMMISSION ADOPTING CEQA EXEMPTIONS AND APPROVING TENTATIVE PARCEL MAP PD-25-4 FOR SHARON WIGGIN, TRUSTEE (SHARON WIGGIN GST EXEMPT TRUST)

WHEREAS, Sharon Wiggin, Trustee (Sharon Wiggin GST Exempt Trust) filed an application with the Colusa County Community Development Department for a project to subdivide an existing 343.49± acre property into two parcels (Parcel 1 – 265.68± acres, & Parcel 2 – 77.81± acres, as detailed in Exhibit A ("Project"); and

WHEREAS, the County of Colusa is the Lead Agency and pursuant to the California Environmental Quality Act (CEQA) has determined that the project is exempt under the common sense exemption (CEQA Guidelines), Section 15061(b)(3); and

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 September 3, 2025 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 exempt from CEQA pursuant to Title 14, Article 5 of the California Code of Regulations (CEQA Guidelines), Section 15061(b)(3), the Common Sense Exemption, because there is no possibility this project may have a significant effect on the environment.

   A. Finds that the proposed CEQA 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 Agriculture General (AG) land use designation.

C. The project is consistent with the Colusa County Zoning Ordinance's Exclusive Agriculture (EA) zoning district.

PASSED AND ADOPTED this 3rd day of September, 2025 by the following vote:

AYES: Commissioners Dave McCullough, Gerry Nall, Elizabeth Yerxa and Heath Krug.

NOES: None.

ABSENT: Commissioner Kirk Pendleton

Heath Krug, Planning Commission Chair

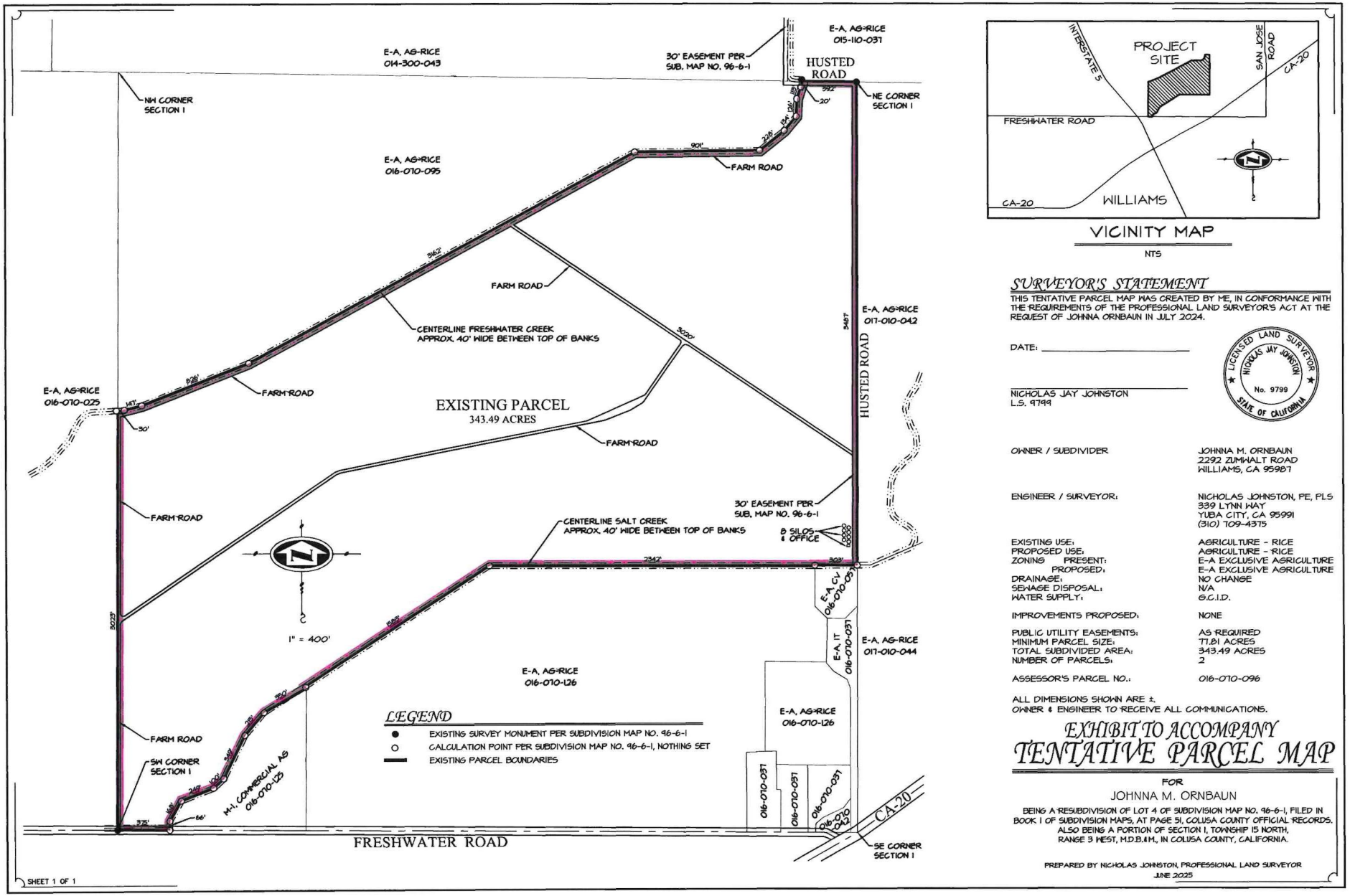
ATTEST: Xzandrea Fowler, Secretary to the Colusa County Planning Commission

Ann Nordyke, Chief Deputy Board Clerk

APPROVED AS TO FORM

Jennifer Sutton, Sr. Deputy County Counsel

EXHIBIT "A""



VICINITY MAP

NTS

SURVEYOR'S STATEMENT

THIS TENTATIVE PARCEL MAP WAS CREATED BY ME, IN CONFORMANCE WITH THE REQUIREMENTS OF THE PROFESSIONAL LAND SURVEYOR'S ACT AT THE REQUEST OF JOHNNA ORNBAUN IN JULY 2024.

DATE: _____

_____
NICHOLAS JAY JOHNSTON
L.S. 9799

LICENSED LAND SURVEYOR
NICHOLAS JAY JOHNSTON
No. 9799
STATE OF CALIFORNIA

OWNER / SUBDIVIDER	JOHNNA M. ORNBAUN 2292 ZUMWALT ROAD WILLIAMS, CA 95987
ENGINEER / SURVEYOR:	NICHOLAS JOHNSTON, PE, PLS 339 LYNN WAY YUBA CITY, CA 95991 (310) 709-4375
EXISTING USE:	AGRICULTURE - RICE
PROPOSED USE:	AGRICULTURE - RICE
ZONING PRESENT:	E-A EXCLUSIVE AGRICULTURE
PROPOSED:	E-A EXCLUSIVE AGRICULTURE
DRAINAGE:	NO CHANGE
SEWAGE DISPOSAL:	N/A
WATER SUPPLY:	G.C.I.D.
IMPROVEMENTS PROPOSED:	NONE
PUBLIC UTILITY EASEMENTS:	AS REQUIRED
MINIMUM PARCEL SIZE:	77.81 ACRES
TOTAL SUBDIVIDED AREA:	343.49 ACRES
NUMBER OF PARCELS:	2
ASSESSOR'S PARCEL NO.:	016-070-096

ALL DIMENSIONS SHOWN ARE ±.
OWNER & ENGINEER TO RECEIVE ALL COMMUNICATIONS.

EXHIBIT TO ACCOMPANY TENTATIVE PARCEL MAP

FOR

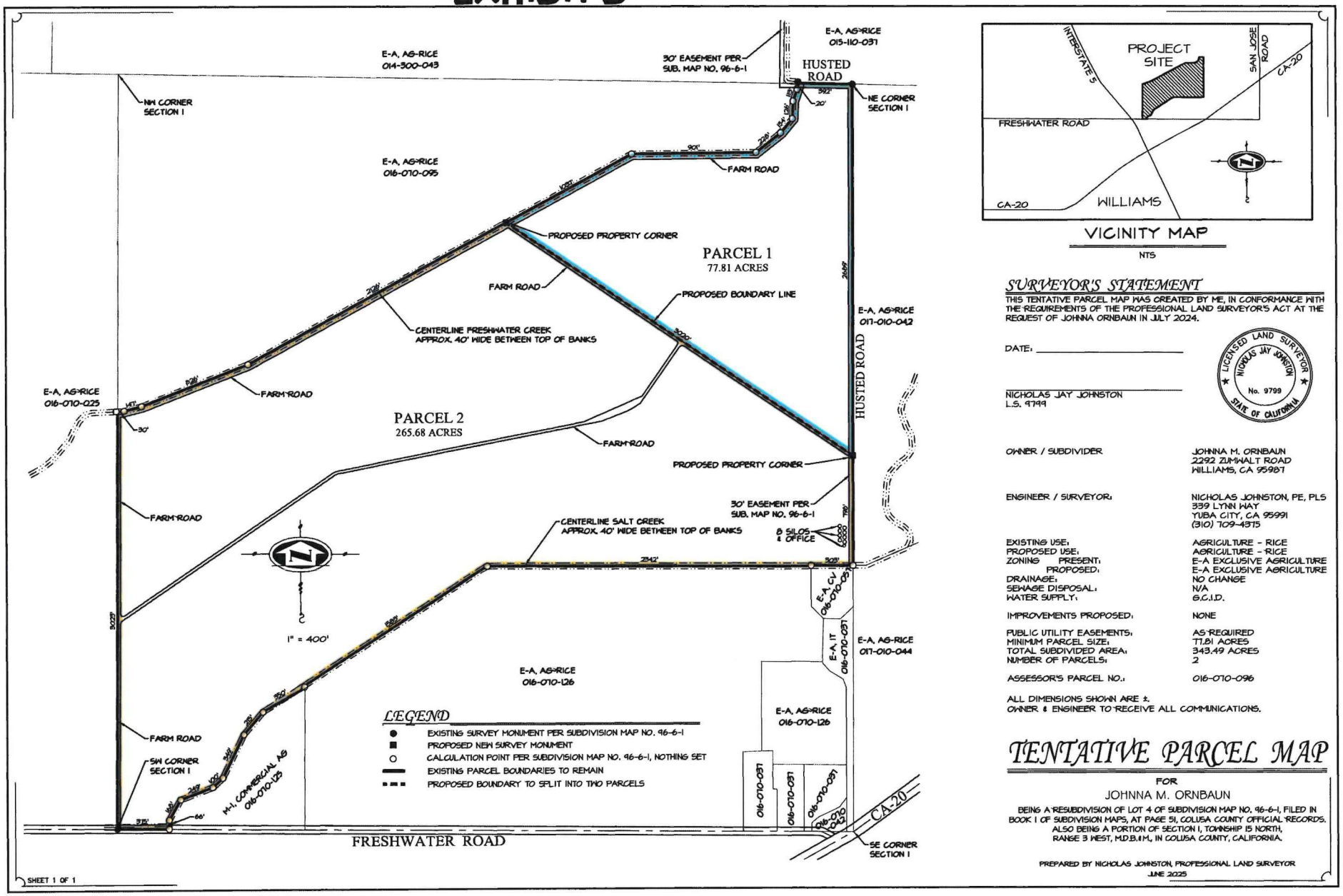
JOHNNA M. ORNBAUN

BEING A RESUBDIVISION OF LOT 4 OF SUBDIVISION MAP NO. 96-6-1, FILED IN BOOK 1 OF SUBDIVISION MAPS, AT PAGE 51, COLUSA COUNTY OFFICIAL RECORDS. ALSO BEING A PORTION OF SECTION 1, TOWNSHIP 15 NORTH, RANGE 3 WEST, M.D.B.&M., IN COLUSA COUNTY, CALIFORNIA.

PREPARED BY NICHOLAS JOHNSTON, PROFESSIONAL LAND SURVEYOR
JUNE 2025

EXHIBIT "A""

EXHIBIT B



VICINITY MAP

NTS

SURVEYOR'S STATEMENT

THIS TENTATIVE PARCEL MAP WAS CREATED BY ME, IN CONFORMANCE WITH THE REQUIREMENTS OF THE PROFESSIONAL LAND SURVEYOR'S ACT AT THE REQUEST OF JOHNNA ORNBAUN IN JULY 2024.

DATE: _____

LICENSED LAND SURVEYOR ★ NICHOLAS JAY JOHNSTON ★ No. 9799 ★ STATE OF CALIFORNIA

NICHOLAS JAY JOHNSTON
L.S. 9799

OWNER / SUBDIVIDER	JOHNNA M. ORNBAUN 2292 ZUMWALT ROAD WILLIAMS, CA 95987
ENGINEER / SURVEYOR:	NICHOLAS JOHNSTON, PE, PLS 339 LYNN WAY YUBA CITY, CA 95991 (310) 709-4375
EXISTING USE:	AGRICULTURE - RICE
PROPOSED USE:	AGRICULTURE - RICE
ZONING PRESENT:	E-A EXCLUSIVE AGRICULTURE
PROPOSED:	E-A EXCLUSIVE AGRICULTURE
DRAINAGE:	NO CHANGE
SEWAGE DISPOSAL:	N/A
WATER SUPPLY:	G.C.I.D.
IMPROVEMENTS PROPOSED:	NONE
PUBLIC UTILITY EASEMENTS:	AS REQUIRED
MINIMUM PARCEL SIZE:	77.81 ACRES
TOTAL SUBDIVIDED AREA:	343.49 ACRES
NUMBER OF PARCELS:	2
ASSESSOR'S PARCEL NO.:	016-070-096

ALL DIMENSIONS SHOWN ARE ±.
OWNER & ENGINEER TO RECEIVE ALL COMMUNICATIONS.

TENTATIVE PARCEL MAP

FOR

JOHNNA M. ORNBAUN

BEING A RESUBDIVISION OF LOT 4 OF SUBDIVISION MAP NO. 96-6-1, FILED IN BOOK 1 OF SUBDIVISION MAPS, AT PAGE 51, COLUSA COUNTY OFFICIAL RECORDS. ALSO BEING A PORTION OF SECTION 1, TOWNSHIP 15 NORTH, RANGE 3 WEST, M.D.B.&M., IN COLUSA COUNTY, CALIFORNIA.

PREPARED BY NICHOLAS JOHNSTON, PROFESSIONAL LAND SURVEYOR
JUNE 2025

EXHIBIT B

RESOLUTION NO. 25-_____

RESOLUTION OF THE COLUSA COUNTY BOARD OF SUPERVISORS AUTHORIZING THE RECORDATION OF PARCEL MAP NUMBER 25-04 (PD-25-04)

WHEREAS, the Colusa County Planning Commission has found that Parcel Map 25-04 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 on September 3, 2025, conditionally approved Parcel Map 25-04 (PD-25-04) pursuant to Planning Commission Resolution 25-005; and

WHEREAS, the County Surveyor and the Colusa County Community Development Department, have reviewed the parcel map and have found it to be in compliance with the conditions of approval of Planning Commission Resolution 25-005, 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 25-04 attached hereto as Exhibit "A" is hereby approved for recordation.

PASSED AND ADOPTED this 16th day of December 2025 by the following vote:

AYES:

NOES:

ABSENT:

_____
Daurice K. Smith, Board Chair

ATTEST: Marcos Kropf, Clerk of the Board of Supervisors

By: _____
, Deputy

APPROVED AS TO FORM:

_____
Richard Stout, County Counsel

Colusa County

Agenda Request Form

Item ID#: 2025-156 **Agenda Date:** 12/16/2025 **Item 34**

COUNTY COUNSEL'S OFFICE

Approve renewal subscription services with **West Publishing Corporation through Thomson Reuters**, for the County Counsel Office on-line legal research platform, effective January 17, 2026.

Detailed Description/Background of Request
The County Counsel's Office requests approval for the renewal of the subscription services from Thomson Reuters, which provides their office with online access to a legal research platform. The term of the subscription service is January 17, 2026, through January 16, 2029.

Prior Board Action
C23-023

Fiscal Impact/Funding Source
Budgeted 001-53231-431

Yr 1-$514.00/month
Yr 2-$555.12/month
Yr 3-$599.53/month

Action for the Clerk
Please obtain signatures, number contract and email to:
Carey.Vosler@thomsonreuters.com
purchasing@countyofcolusaca.gov

Attachments:
1. colusa county counsel 1000518465
2. General Terms & Conditions
3. C23-023 West Publishing Corp. through Thomson Reuters

Order Form Order ID: Q-10728396

Contact your representative carey.vosler@thomsonreuters.com with any questions. Thank you.

Sold To Account Address
Account #: 1000518465
COLUSA COUNTY COUNSEL
605 JAY ST
COLUSA CA 95932-2437 US

"Customer"

Shipping Address
Account #: 1000518465
COLUSA COUNTY COUNSEL
605 JAY ST
COLUSA CA 95932-2437 US

Billing Address
Account #: 1000518465
COLUSA COUNTY COUNSEL
605 JAY ST
COLUSA, CA 95932-2437
US

This Order Form is a legal document between Customer and

A. West Publishing Corporation to the extent that products or services will be provided by West Publishing Corporation, and/or
B. Thomson Reuters Enterprise Centre GmbH to the extent that products or services will be provided by Thomson Reuters Enterprise Centre GmbH.

A detailed list of products and services that are provided by Thomson Reuters Enterprise Centre GmbH and current applicable IRS Certification forms are available at: https://www.tr.com/trorderinginfo

West Publishing Corporation may also act as an agent on behalf of Thomson Reuters Enterprise Centre GmbH solely with respect to billing and collecting payment from Customer. Thomson Reuters Enterprise Centre GmbH and West Publishing Corporation will be referred to as "Thomson Reuters", "we" or "our," in each case with respect to the products and services it is providing, and Customer will be referred to as "you", or "your" or "Client".

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For non-federal customers the following shall apply: Thomson Reuters General Terms and Conditions (http://tr.com/us-general-terms-and-conditions) apply to the purchase and use of all products, except print, and together with any applicable Product Specific Terms (set forth below) are incorporated into this Order Form by this reference. In the event that there is a conflict of terms among the General Terms and Conditions, the Product Specific Terms and this Order Form, the order of precedence shall be Order Form, the Product Specific Terms, and last the General Terms and Conditions.

ProFlex Products
See Attachment for details

Material #	Product	Monthly Charges	Minimum Terms (Months)
40757482	West Proflex	$514.00	36

Minimum Terms

Your subscription is effective upon the date we process your order ("Effective Date") and Monthly Charges will be prorated for the number of days remaining in that month, if any. Your subscription will continue for the number of months listed in the Minimum Term column above plus any Bridge Term that may be outlined above counting from the first day of the month following the Effective Date. Your Monthly Charges during the first twelve (12) months of the Minimum Term are as set forth above. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Attachment to the Order Form.

Post Minimum Terms

Your subscription will automatically renew at the end of the Minimum Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term"), and we will notify you of any change in the Monthly Charges at least 60 days before each Automatic Renewal Term starts. You are also responsible for all Excluded Charges.

Federal government subscribers that chose a multi-year Minimum Term, those additional years will be implemented at your option pursuant to federal law. Either of us may cancel the Automatic Renewal Term by sending notice in writing at least 30 days before an Automatic Renewal Term begins. Send your notice of cancellation to Customer Service, 610 Opperman Drive., P.O. Box 64833, Eagan, MN 55123-1803.

Banded Product Subscriptions. You certify your total number of attorneys (full-time and part-time partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students is indicated in this Order Form. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater or increases at any time, we reserve the right to increase your charges to the market rate for all of your attorneys.

Miscellaneous

Material Change. If, at any time during the Minimum Term or the Renewal Term, there is a material change in your organizational structure including, but not limited to merger, acquisitions, combination, significant increase in the number of attorneys at a location covered by the agreement, divestitures, downsizing or dissolution, we will modify your rates proportionally. If you acquire the assets of, or attorneys from, another entity that is a current subscriber, you assume all obligations under the agreements that apply to those assets and attorneys, and you will pay the invoiced charges on both those agreements as they become due, until a superseding agreement is negotiated in good faith.

Charges, Payments & Taxes. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government customer and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

Excluded Charges And Schedule A Rates. If you access products or services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located in the below link. Excluded Charges may change from time-to-time upon 30 days written or online notice. We may, at our option, make certain products and services Excluded Charges if we are contractually bound or otherwise required to do so by a third party provider or if products or services are enhanced or if new products or services are released after the effective date of this ordering document. Modification of Excluded Charges or Schedule A rates is not a basis for termination under paragraph 9 the General Terms and Conditions.

https://legal.thomsonreuters.com/content/dam/ewp-m/documents/legal/en/pdf/other/plan-2-pro-govt-agencies.pdf

http://static.legalsolutions.thomsonreuters.com/static/agreement/plan-2-pro-govt-agencies.pdf

eBilling Contact. All invoices for this account will be emailed to your e-Billing Contact(s) unless you have notified us that you would like to be exempt from e-Billing.

Product Specific Terms

Document Intelligence Product Specific Terms: The following product specific terms shall apply to the Document Intelligence products on this order form, and are incorporated by reference: http://www.thomsonreuters.com/document-intelligence-PST.

Additional Terms for Services with Generative AI Skills: The following additional terms shall apply to Thomson Reuters Services with Generative AI Skills (including but not limited to all CoCounsel branded Products; all Products with AI Assisted Research; Practical Law or Practical Law Connect, with Dynamic Tool Set; Practical Law UK Premium; Practical Law Global Premium; HighQ), listed on this Order Form, and are incorporated into this Order Form by reference: http://tr.com/genai-terms.

CoCounsel Core and CoCounsel Drafting Product Specific Terms: The following product specific terms shall apply to CoCounsel Core and CoCounsel Drafting and are incorporated into this order form by reference: http://tr.com/cocounselcore-and-drafting-product-specific-terms.

Product Specific Terms and Service Levels: The following product specific terms and service levels shall apply to the HighQ products on this order form, and are incorporated by reference:

- HighQ Product Specific Terms http://tr.com/HighQ-PST
- HighQ Service Level**s:** Thomson Reuters shall provide service availability, maintenance and support for the term of the Agreement. Details are available at: http://tr.com/HighQ-SLA. Note that Sections 3.3 of the SLA does not apply to any HighQ Light packages

The Federal Product Specific Terms can be found here: http://tr.com/federal-product-specific-terms

Product Specific Terms. The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions-PST.pdf. If the product is not part of your order, the product specific terms do not apply.

- Campus Research
- Hosted Practice Solutions
- ProView eBooks
- Time and Billing
- West km Software
- West LegalEdcenter
- Westlaw
- Westlaw Doc & Form Builder
- Westlaw Paralegal
- Westlaw Patron Access
- Westlaw Public Records

Drafting Tools Product Specific Terms: The following product specific terms shall apply to the Drafting Tools products (Drafting Assistant, Clause Finder, Clause Finder: Internal Agreements) on this order form, and are incorporated by reference: https://www.thomsonreuters.com/draftingassistant-and-clausefinder-pst.

Additional clause applicable to: Westlaw Advantage, Practical Law Dynamic Tool Set, CoCounsel Essentials, Westlaw Advantage with CoCounsel Essentials, Practical Law with Dynamic Tool Set with CoCounsel Essentials, CoCounsel Legal: During the term of this

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Acknowledgement: Order ID: Q-10728396

Signature of Authorized Representative for order	**Title**
Printed Name	**Date**

This Order Form will expire and will not be accepted after 2/26/2026.

Attachment Order ID: Q-10728396

Contact your representative carey.vosler@thomsonreuters.com with any questions. Thank you.

Payment, Shipping, and Contact Information

Payment Method:
Payment Method: Bill to Account
Account Number: 1000518465
This order is made pursuant to:

Shipping Information:
Shipping Method: Ground Shipping - U.S. Only

Order Confirmation Contact (#28)
Contact Name: Luigard, Rick
Email: purchasing@countyofcolusaca.gov

eBilling Contact
Contact Name Rick Luigard
Email **purchasing@countyofcolusaca.gov**

ProFlex Multiple Location Details

Account Number	Account Name	Account Address	Action
1000518465	COLUSA COUNTY COUNSEL	605 JAY ST COLUSA CA 95932-2437 US	New

ProFlex Product Details

Quantity	Unit	Service Material #	Description
1	Each	40757482	West Proflex
2	Attorneys	43483001	Westlaw Advantage, National Primary, Enterprise Access, Government
2	Attorneys	42077868	Westlaw Multi-State Analytical, Enterprise access, Government

Account Contacts

Account Contact First Name	Account Contact Last Name	Account Contact Email Address	Account Contact Customer Type Description
Jennifer	Sutton	jsutton@countyofcolusaca.gov	EML PSWD CONTACT

Lapsed Products

Sub Material	Active Subscription to be Lapsed
40757481	West Proflex
42076680	Gvt - National Primary Core
42077867	Westlaw Multi-State Analytical, Enterprise access, Government
42076680	Gvt - National Primary Core
42077867	Westlaw Multi-State Analytical, Enterprise access, Government
40757481	West Proflex

Charges During Minimum Term

Material #	Product Name	Year 1 Charges per Billing Freq	% incr Yr 1-2*	Year 2 Charges per Billing Freq	% incr Yr 2-3*	Year 3 Charges per Billing Freq	% incr Yr 3-4*	Year 4 Charges per Billing Freq	% incr Yr 4-5*	Year 5 Charges per Billing Freq	Billing Freq
40757482	West Proflex	$514.00	8.00%	$555.12	8.00%	$599.53	N/A	N/A	N/A	N/A	Monthly

Charges During Minimum Term

Pricing is displayed only for the years included in the Minimum Term. Years without pricing in above grid are not included in the Minimum Term. Refer to your Order Form for the Post Minimum Term pricing. Refer to Order Form for Billing Frequency Type.

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These General Terms and Conditions ("General Terms") govern your access and use of Thomson Reuters Services, as such term is defined below. "We", "us", "our" and "Thomson Reuters" means the Thomson Reuters entity or entities providing Services (and thus the entity or entities with all rights and obligations with respect to those Services) under the applicable Ordering Document. "You" and "your" means the client, customer or subscriber agreeing to or accepting these terms.

1. Definitions

a. "**Affiliate**" means, in the case of us, Thomson Reuters Corporation and any entity that, from time to time, is directly or indirectly controlled by Thomson Reuters Corporation. In the case of you, Affiliate means any entity that, from time to time, is directly or indirectly controlling, controlled by, or under common control of you. "Control" means the power to direct or cause the direction of the management or policies of such entity, whether through the ownership of voting securities, by contract, or otherwise.

b. "**Agreement**" means each Ordering Document, these General Terms, and any applicable terms that are incorporated in the Ordering Document or these General Terms.

c. "**Confidential Information**" means information in any form, whether oral or written, of a business, financial or technical nature which the recipient reasonably should know is confidential and which is disclosed by a party in the course of the Agreement.

d. "**Documentation**" means manuals, handbooks, guides and other user instructions, documentation and materials available through the Services or provided by us regarding the capabilities, operation, and use of our Services.

e. "**Ordering Document**" means an order form, order confirmation, statement of work, invoice, e-commerce confirmation or similar agreement issued by such Thomson Reuters entity or entities that lists or describes the Services to be supplied by us.

f. "**Professional Services**" means the implementation, customization, training, consulting or other professional services we provide, as may be described in the applicable Ordering Document.

g. "**Property**" means our property, which includes but is not limited to our Services, information, Documentation, data (whether tangible or intangible) and Usage Information. Property also includes data, information and technologies supplied by our third-party providers and available through the Services.

h. "**Services**" means the cloud computing services, software-as-a-service, online research services, Professional Services, as well as any products, including installed software, supplied by Thomson Reuters under the Agreement that are detailed in the applicable Ordering Document.

i. "**Usage Information**" means any information, data, or other content (including statistical compilations and performance information) related to or derived from your access to and use of the Property.

j. "**Your Data**" means, other than Usage Information, information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by you or on your behalf through the Services.

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b. **Services License.** Except with respect to any installed software, which is licensed under Section 2(d) below, or Professional Services, we hereby grant you a non-exclusive, non-sublicensable, non-transferable right to access, view, and use our Services solely for your own internal business purposes subject to the terms and conditions of the Agreement.

c. **Documentation License.** Where Documentation is available, we hereby grant you a non-exclusive, non-sublicensable, non-transferable license to use such Documentation solely for your internal business purposes and in connection with your use of our Services subject to the terms and conditions of the Agreement.

d. **Installed Software License.** To the extent you purchase a license or subscription to any of our installed software, we grant you a non-exclusive, non-sublicensable, non-transferable right to install and use such installed software only for your own internal business purposes subject to the terms and conditions of the Agreement. You may make necessary copies of such installed software solely for backup and archival purposes. Any such copy of such installed software: (i) remains our exclusive Property; (ii) is subject to the terms and conditions of the Agreement; and (iii) must include all copyright or other proprietary rights notices contained in the original. You may only use such installed software in object code format.

e. **Limited License to Your Data.** You hereby grant us a non-exclusive license and right to use, copy, store, host, display, transmit and process Your Data solely as necessary for Thomson Reuters, our employees and contractors to provide our Services under the Agreement and in accordance with applicable law. Your Data may be used as an input for certain Artificial Intelligence ("AI")-based functionality within our Services ("Input") resulting in an output generated by the AI service ("Output"). You grant Thomson Reuters a license to use, modify, and adapt the Input as necessary for Thomson Reuters to perform, and improve our Services. Thomson Reuters retains all rights to any of the Property embedded in, or included with any Output, including any derivatives, or modifications thereto. You represent and warrant that you have all necessary rights and appropriate consents related to Your Data to allow Thomson Reuters to perform the Services and enforce its rights. We may delete or disable Your Data if required under applicable law, in which case we will use our reasonable efforts to provide notice to you. We acknowledge that, as between the parties, all intellectual property rights in Your Data are owned by you or your licensors.

f. **Delivery.** We will deliver our Services and any Documentation electronically, on tangible media, or by other means, in our sole discretion. When you download or access our Services or Documentation, you are accepting it for use in accordance with the Agreement.

g. **Ordering Document.** Your Ordering Document identifies the Services, quantities, charges and other details of your order. The applicable Ordering Document may also refer to and incorporate documents which may apply to the Services you selected. If you are permitted in the Ordering Document or a separate agreement with Thomson Reuters to provide an Affiliate with access to any part of the Services, you will ensure that such Affiliate complies with all provisions of the Agreement applicable to you.

h. **Use of Name.** Other than as necessarily required for (i) the provision of the Services, (ii) internal account management purposes, or (iii) compliance with applicable law or regulation, neither party may use the other party's name, trademarks or any derivatives of them, without the other's prior written consent.

3. Our Services

a. **Changes to Service.** Our Services may change from time to time, but we will not change their fundamental nature unless otherwise expressly permitted herein. Certain Services include updates (bug fixes, patches, maintenance releases). We reserve the right to charge for upgrades (releases or versions that include new features or additional functionality) or any application programming interfaces ("APIs") for applicable Services. Any

additional charges for selected upgrades or APIs will be set forth in a separate Ordering Document. We may subject certain features or functionality to metering or other usage restrictions to maintain responsive performance.

b. **Passwords.** Your access to certain Services is password protected. You are responsible for ensuring that passwords are kept confidential. Sharing passwords is strictly prohibited. Each user must immediately change their username/password combinations that have been acquired by or disclosed to an unauthorized third party.

c. **Third-Party Provider Terms.** Our Services may include data and software from third parties. Some third-party providers require Thomson Reuters to pass additional terms through to you. The third-party providers change their terms occasionally and new third-party providers are added from time to time. To see the current third-party additional terms for our Services please click on the following URL: www.thomsonreuters.com/thirdpartyterms (collectively, "Third-Party Provider Terms"). You agree to comply with all applicable Third-Party Provider Terms.

d. **Third-Party Supplemental Software.** You may be required to license third-party software to operate some of our Services. Additional terms may apply to such third-party software.

e. **Integrations.** If permitted by Thomson Reuters, you may integrate certain third-party services, platforms, applications, extensions, add-ons, and related offerings that are not provided by us with the Services (collectively, "Integrations"). You acknowledge and agree that your use of any Integrations is subject to and shall be governed by the applicable terms and conditions of your separate agreement with the relevant third-party provider. You are solely responsible for complying with any requirements set forth by any such third parties. We do not make any representations or warranties with respect to Integrations and will not be responsible for your use of Integrations. If you choose to use an Integration with the Services, you acknowledge and agree that you are authorizing us to access and share Your Data with the third-party provider on your behalf solely in order for the third-party provider to provide the relevant Integration to you.

f. **Unauthorized Technology.** Unless we give you prior written authorization, you must not (i) run or install any computer software or hardware on, against, in relation to, or as an overlay over, our Services or network; (ii) mine, scrape, index, or otherwise automatically access, collect, copy, download or record the Property; or (iii) automatically connect (whether through APIs or otherwise) the Property to other data, software, services or networks. Neither party will knowingly introduce any malicious software or technologies into the Services or the other party's networks.

g. **Use Restrictions.** You shall not use or permit a third party to use the Property for any purposes beyond the scope of the access granted in the Agreement. Without prejudice to the generality of the foregoing, and unless otherwise expressly permitted in the Agreement, you may not and you may not permit a third party to: (i) sell, license, sublicense, distribute, make available, publish, display, store, copy, modify, merge, adapt, decompile, decode or disassemble, reverse engineer, remove any proprietary notices, translate or transfer the Property in whole or in part, or as a component of any other product, service or material; (ii) use or provide the Property on a white-labelled/re-branded basis, or otherwise commercially exploit the Property in any manner; (iii) use the Property to develop or improve products or services that compete with the Services; (iv) allow third parties to access, use or benefit from the Property in any way; or (v) use the Property (1) to develop, train, adapt, fine-tune, modify or improve any artificial intelligence software or other technologies, (2) to create any derivative works, adaptations, compilations or collective works in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right of Thomson Reuters, our third-party providers, or any other person, or (3) in a manner that violates any applicable law. You shall not impersonate another person or entity, hide or attempt to hide your identity, knowingly misrepresent your affiliation with a person or entity or otherwise use the Services for any fraudulent purpose.

h. **Acceptable Use**. You may (i) download limited extracts of content from our Services solely for your own internal business purposes; (ii) print limited extracts of content from our Services solely for your own internal business purposes; and (iii) on an infrequent, irregular and ad hoc basis, distribute limited extracts of content from our Services; provided that, in any case, (1) any such downloading, printing, or distribution is done at all times in accordance with the terms and conditions of the Agreement, (2) such extracts do not reach such quantity as to have commercial value and you do not use such extracts as a substitute for any Services, and (3) Thomson Reuters and any third-party content provider, if applicable, is cited and credited as the source. Exercising legal rights that cannot be limited by agreement is not precluded. Only if you are in the business of providing audit, tax, or

accounting services, or legal advice to your clients, the provisions of Section 3(g) do not preclude you from using our Services in accordance with the Agreement to benefit your clients in the ordinary course of your business of providing audit, tax, or accounting services or legal advice. Except as expressly set forth in the Agreement, we retain all rights and you are granted no rights in or to the Property. Notwithstanding any other provision in the Agreement, we may, without prior notice, suspend or limit your use of the Services for your violation of Section 3(g) (Use Restrictions) or this Section 3(h) (Acceptable Use) and we reserve the right to suspend or limit your use of the Services while we investigate any suspected violation of the same.

i. **Security.** Each party will use and will require any subcontractors to use industry standard organizational, administrative, physical and technical safeguards to protect the other's data. The parties agree that the specific technical and organizational measures in the Data Security Addendum available at http://tr.com/trdsa ("DSA") shall apply and are hereby incorporated into the Agreement by reference. Additionally, you will notify us if you become aware of any unauthorized third-party access to our data or systems and will use reasonable efforts to remedy identified security threats and vulnerabilities to your systems.

j. **Regulatory Compliance and Export Control.** Each party shall at all times comply with applicable law, including export controls and economic sanctions, that apply in connection with the Agreement. You represent and warrant on an ongoing basis that you will not obtain, retain, use, or provide access to the Services to an Affiliate or any third party in a manner or from a location that may breach any applicable export control or economic sanctions laws and regulations of the United States of America, the United Kingdom, the European Union and its Member States, Switzerland, or any other applicable jurisdiction. You warrant that neither you, nor any Affiliate that you allow to access to the Services, is or is affiliated with, owned, or controlled by a specially designated or sanctioned entity under any of those laws and that, in any transaction relating to us, you will not involve sanctioned parties, including without limitation, through the use of bank accounts at banks that are sanctioned parties.

k. **Your Responsibilities.** You are responsible for (i) proper use of the Property in accordance with all Documentation, usage instructions and operating specifications; (ii) adherence to the minimum recommended technical requirements; (iii) changes you make to our Services or data; (iv) your combination of the Property with any other products, services, data or other property; (v) implementing and maintaining proper and adequate virus or malware protection and proper and adequate backup and recovery systems; and (vi) installing updates.

4. Charges

a. **Payment and Taxes.** You must pay our charges that are not the subject of a good faith dispute within 30 days of the date of invoice in the currency stated on the applicable Ordering Document without set-off, counterclaim or deduction. We reserve the right to charge a late fee of $25 USD for each invoice not paid by the due date. A Thomson Reuters Affiliate may act as a billing and collection agent for the Thomson Reuters entity listed on the applicable Ordering Document. For online purchases, you authorize us to charge you for charges stated in the applicable Ordering Document via credit card, debit card, or Automated Clearing House or any other method you have agreed to in advance. If you are a non-government subscriber and you fail to pay your invoiced charges, you are responsible for collection costs including reasonable legal fees. The charges listed on the Ordering Document are exclusive of applicable taxes. You must pay applicable taxes and duties, including withholding taxes, value added tax (VAT), sales tax or other taxes (excluding income taxes imposed on Thomson Reuters). You will provide Thomson Reuters written evidence of any withholding tax paid by you or any tax exemption on which you wish to rely. If you are obliged to withhold or deduct any portion of the charges, then Thomson Reuters shall be entitled to receive from you such amounts as will ensure that the net receipt, after tax and duties, to Thomson Reuters in respect of the charges is the same as it would have been were the payment not subject to the tax or duties. Invoice disputes must be notified within 15 days of the date of the invoice.

b. **Changes.** We may increase, or adjust the basis for calculating, the charges for our Services with effect from the start of each renewal term by giving you at least 60 days written notice; any other price changes or adjustments will be as set out in your Ordering Document.

c. **Excess Use.** You must pay additional charges if you exceed the scope of use specified in the applicable Ordering Document, based on the rates specified on the applicable Ordering Document or our current standard pricing, whichever is greater. We may change the charges if you merge with, acquire or are acquired by another entity which results in additional access to our Services or data.

5. Privacy

The parties agree that the terms of the Data Processing Addendum available at: http://tr.com/data-processing-addendum ("DPA") shall apply to the extent Thomson Reuters Processes Customer Personal Data (as those terms are defined in the DPA), in which case the DPA is hereby incorporated into the Agreement by this reference. For clarity, where each party Processes any Personal Data as separate and independent Controllers (as those terms are defined in the DPA), each party will comply with, and be independently liable under, all applicable laws that apply to it.

6. Confidentiality

Each party agrees to (i) protect any Confidential Information received from the other party using the same standard of care it uses to protect its own Confidential Information (which shall be no less than a reasonable degree of care) and (ii) not disclose any part of it to any third party except to its Affiliates, contractors, financial advisors, accountants and attorneys who are subject to legal privilege or confidentiality duties or obligations to the recipient that are no less restrictive than the terms and conditions of the Agreement. If a court or government agency orders either party to disclose the Confidential Information of the other, the other will be promptly notified so that an appropriate protective order or other remedy can be obtained unless the court or government agency prohibits prior notification. These obligations of confidentiality do not apply to information which: (1) is or becomes generally available to the public (through no act or omission of the receiving party); (2) becomes known to the receiving party on a non-confidential basis through a third party who is not subject to an obligation of confidentiality with respect to that information; (3) was lawfully in the possession of the receiving party prior to such disclosure as established by documentary evidence; or (4) is independently developed by the receiving party, as established by documentary evidence, without reference to or use of, in whole or in part, any of the disclosing party's Confidential Information. This Section 6 shall survive three (3) years after the termination of the Agreement or until the Confidential Information is no longer deemed confidential under applicable law, whichever occurs first.

7. Warranties and Disclaimers

a. **LIMITED WARRANTY. EXCEPT WITH RESPECT TO INSTALLED SOFTWARE OR PROFESSIONAL SERVICES, WE WARRANT THAT PROPERLY LICENSED SERVICES WILL MATERIALLY CONFORM TO ANY DOCUMENTATION THAT ACCOMPANIES THE SERVICES. THIS LIMITED WARRANTY APPLIES FOR THE DURATION OF THE TERM. YOUR ONLY REMEDY IN THE EVENT WE BREACH THIS LIMITED WARRANTY SHALL BE THE REPAIR OR REPLACEMENT OF THE SERVICES AT NO CHARGE. THIS LIMITED WARRANTY DOES NOT COVER PROBLEMS CAUSED BY YOUR FAILURE TO ADHERE TO INSTRUCTIONS, MODIFICATIONS OR CUSTOMIZATIONS TO OUR SERVICES MADE BY YOU OR CAUSED BY EVENTS BEYOND OUR REASONABLE CONTROL.**

b. **INSTALLED SOFTWARE. WE WARRANT THAT OUR INSTALLED SOFTWARE WILL MATERIALLY CONFORM TO OUR DOCUMENTATION FOR 90 DAYS AFTER DELIVERY. IF DURING THIS WARRANTY PERIOD WE ARE UNABLE TO CORRECT, WITHIN A REASONABLE TIME PERIOD AND MANNER, AN INSTALLED SOFTWARE ERROR YOU REPORT TO US, YOU MAY TERMINATE THE APPLICABLE ORDERING DOCUMENT FOR THE AFFECTED INSTALLED SOFTWARE BY PROMPT WRITTEN NOTICE TO US FOLLOWING THE REASONABLE TIME PERIOD AND THE LICENSES WILL IMMEDIATELY TERMINATE. YOUR ONLY REMEDY AND OUR ENTIRE LIABILITY FOR BREACH OF THIS WARRANTY WILL BE A REFUND OF THE APPLICABLE CHARGES.**

c. **PROFESSIONAL SERVICES. WE WARRANT THAT WE WILL PROVIDE ANY PROFESSIONAL SERVICES USING REASONABLE SKILL AND CARE.**

d. **DISCLAIMER OF WARRANTIES. THE FOREGOING WARRANTIES DO NOT APPLY, AND WE STRICTLY DISCLAIM ALL WARRANTIES, WITH RESPECT TO ANY THIRD-PARTY DATA OR THIRD-PARTY SOFTWARE, OR FOR ANY MODIFICATIONS OR CUSTOMIZATIONS YOU MAKE TO OUR SERVICES. EXCEPT FOR THE LIMITED WARRANTIES PROVIDED IN SECTIONS 7(A), (B), and (C) HEREIN, OUR SERVICES ARE PROVIDED "AS IS", AND ALL WARRANTIES, CONDITIONS AND OTHER TERMS IMPLIED BY STATUTE OR COMMON LAW INCLUDING, WITHOUT LIMITATION, WARRANTIES OR OTHER TERMS AS TO SUITABILITY, MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. IN ENTERING THE AGREEMENT, NEITHER PARTY HAS RELIED UPON**

ANY STATEMENT, REPRESENTATION, WARRANTY OR AGREEMENT OF THE OTHER PARTY EXCEPT FOR THOSE EXPRESSLY CONTAINED IN THE AGREEMENT. UNLESS OTHERWISE EXPRESSLY STATED IN THE AGREEMENT, AND TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, WE DO NOT WARRANT OR REPRESENT OR INCLUDE ANY OTHER TERM THAT THE SERVICES WILL BE DELIVERED FREE OF ANY INACCURACIES, INTERRUPTIONS, DELAYS, OMISSIONS OR ERRORS, OR THAT ANY OF THESE WILL BE CORRECTED, AND WE WILL NOT BE LIABLE FOR ANY DAMAGES RESULTING FROM SUCH FAULTS. WE DO NOT WARRANT THE LIFE OF ANY URL OR THIRD-PARTY WEB SERVICE.

e. **NO ADVICE. WE ARE NOT PROVIDING FINANCIAL, TAX AND ACCOUNTING, LEGAL, COMPLIANCE OR ANY OTHER PROFESSIONAL ADVICE BY ALLOWING YOU TO ACCESS AND USE OUR SERVICES, DOCUMENTATION OR DATA. SOME INFORMATION MAY CONTAIN THE OPINIONS OF THIRD PARTIES, AND THOMSON REUTERS IS NOT RESPONSIBLE FOR THESE OPINIONS. YOUR DECISIONS MADE IN RELIANCE ON THE SERVICES, DOCUMENTATION OR YOUR INTERPRETATIONS OF OUR DATA ARE YOUR OWN FOR WHICH YOU HAVE FULL RESPONSIBILITY. WE ARE NOT RESPONSIBLE FOR ANY DAMAGES RESULTING FROM ANY DECISIONS BY YOU OR ANYONE ACCESSING THE SERVICES THROUGH YOU MADE IN RELIANCE ON THE SERVICES, INCLUDING FINANCIAL, TAX AND ACCOUNTING, LEGAL, COMPLIANCE, OR ANY OTHER PROFESSIONAL ADVICE. YOU AGREE THAT YOU USE THE SERVICES AT YOUR OWN RISK IN THESE RESPECTS. YOU ARE SOLELY RESPONSIBLE FOR THE PREPARATION, CONTENT, ACCURACY AND REVIEW OF ANY DOCUMENTS, DATA, OR OUTPUT PREPARED OR RESULTING FROM THE USE OF ANY SERVICES AND FOR ANY DECISIONS MADE OR ACTIONS TAKEN BASED ON THE DATA CONTAINED IN OR GENERATED BY THE SERVICES.**

8. Liability

a. **LIMITATION. EACH PARTY'S OR ANY OF ITS THIRD-PARTY PROVIDERS' ENTIRE LIABILITY IN ANY CALENDAR YEAR FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT, INCLUDING FOR NEGLIGENCE, WILL NOT EXCEED THE AMOUNT PAYABLE IN THE PRIOR 12 MONTHS FOR THE SERVICE THAT IS THE SUBJECT OF THE CLAIM FOR DAMAGES (OR, IF THE CLAIM IS MADE WITHIN THE FIRST 12 MONTHS, 12 TIMES THE AVERAGE OF THE MONTHLY CHARGES PAID).**

b. **EXCLUSIONS. IN NO EVENT SHALL WE OR OUR THIRD-PARTY PROVIDERS BE LIABLE FOR ANY PENALTIES, INTEREST, TAXES OR OTHER AMOUNTS IMPOSED BY ANY GOVERNMENTAL OR REGULATORY AUTHORITY. NEITHER PARTY IS LIABLE TO THE OTHER FOR INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, FOR LOSS OF DATA, OR LOSS OF PROFITS (IN EITHER CASE, WHETHER DIRECT OR INDIRECT) EVEN IF SUCH DAMAGES OR LOSSES COULD HAVE BEEN FORESEEN OR PREVENTED.**

c. **Unlimited Liability.** Section 8(a) does not limit either party's liability for (i) fraud, fraudulent misrepresentation, willful misconduct, or conduct that demonstrates reckless disregard for the rights of others; (ii) negligence causing death or personal injury; (iii) its infringement of the other party's intellectual property rights or violation of the use restrictions in Section 3(g); (iv) our indemnification obligations in Section 8(d); (v) your indemnification obligations in Section 8(e); or (vi) your obligation to pay the charges on the applicable Ordering Document and all amounts for use of the Services that exceed the usage permissions and restrictions granted to you. Nothing in the Agreement limits liability that cannot be limited under law.

d. **Third-Party Intellectual Property.** If a third party sues you claiming that our Services, excluding any portions of the same provided by our third-party providers, infringes their intellectual property rights, and your use of such Services has been in accordance with the terms and conditions of the Agreement, we will defend you against the claim and pay damages that a court finally awards against you or that are included in a settlement approved by Thomson Reuters, provided the claim does not result from: (i) a combination of all or part of our Services with technology, products, services or data not supplied by Thomson Reuters; (ii) modification of all or part of our Services other than by Thomson Reuters or our subcontractors; (iii) use of a version of our Services after we have notified you of a requirement to use a subsequent version; or (iv) your breach of the Agreement. Our obligation in this Section 8(d) is conditioned on you (1) promptly notifying Thomson Reuters in writing of the claim; (2) supplying information we reasonably request; and (3) allowing Thomson Reuters to control the defense and settlement. We may remedy any alleged or anticipated infringement of a third-party intellectual property right by (a) procuring the right for you to continue using the Service in accordance with the Agreement; (b) replacing the affected Property

with replacements that do not alter the fundamental nature of the relevant Service; or (c) taking any of the actions in Sections 9(b) or 9(c).

e. **Your Obligations.** You are responsible for any loss, damage or cost we and our Affiliates incur arising out of or in connection with a third-party claim, or a regulatory fine or penalty, connected to: (i) an allegation that our or our Affiliates' use of the information, data, software, or other materials provided to us by you or on your behalf, which we host, use or modify in the provision of our Services infringes the intellectual property rights of a third party (except to the extent of any indemnity we provide you under Section 8(d) (Third-Party Intellectual Property); (ii) your or your subcontractors' use of the Property in breach of the Agreement or in violation of applicable law; (iii) our or our Affiliates' compliance with any instruction given by you to us in the course of the provision of our Services; or (iv) an assertion by any person accessing or receiving the benefit of any part of our Services through you.

f. **Customer Assistance.** We are not responsible if the Services fail to perform due to your or your third-party service provider's systems, software, hardware, or actions or inactions. We may assist you in investigating and resolving any such failures, subject to the parties agreeing to a written statement of work in advance setting forth the terms, scope, and fees.

9. Term, Termination

a. **Term.** The term and any renewal terms for the Services are described in the applicable Ordering Document. If not otherwise stated in the applicable Ordering Document, the Agreement will automatically renew annually unless either party gives the other at least 30 days written notice before the end of the then current term.

b. **Suspension.** We may suspend or limit your use of the Services, or modify the terms on which it is provided, if (i) we are required to do so by a third-party provider, court or regulator; (ii) there has been or it is reasonably likely that there will be: (1) a breach of security; (2) a breach of the Agreement or another agreement between us; or (3) a violation of applicable law or third-party rights. We will notify you prior to such suspension or limitation unless we determine, in good faith, that (i) we are prohibited from doing so under applicable law or legal process; or (ii) it is necessary to delay notice to prevent imminent harm to us or a third party. Charges remain payable in full during periods of suspension or limitation arising from your fault or breach of the Agreement or another agreement between us. We may terminate the Agreement, in whole or in part, upon written notice following a suspension or limitation of your use of the Services if we determine that the cause of the suspension or limitation is not capable of cure or has not been cured within the time frame required by us.

c. **Termination.** Either party may terminate the Agreement immediately upon written notice if the other party commits a material breach of the Agreement and fails to cure such breach within 30 days of written notice by the non-breaching party. Any misrepresentation by you or failure to fully pay any amount when due under the Agreement is a material breach for this purpose. Either party may terminate the Agreement upon written notice if the other party becomes insolvent or makes a general assignment for the benefit of its creditors. We may terminate the Agreement, in whole or in part, upon reasonable notice in relation to a Service which is being discontinued.

d. **Pro Rata Refunds.** If we suspend your use of the Services or terminate the Agreement for reasons not related to your fault or breach of the Agreement or another agreement between us, you will be entitled to a pro rata refund of any recurring charges paid in advance for Services that have not been rendered. To the extent permitted under applicable law or regulation, you will also be entitled to a pro rata refund of the relevant portion of any indirect taxes paid in advance for Services that have not been rendered.

e. **Effect of Termination.** Except to the extent we have agreed otherwise, upon expiration or termination of the Agreement, all licenses and rights granted herein shall end immediately and you must uninstall or destroy all of the Property. Additionally, upon expiration or termination, at your request, we will, at our discretion, either return or destroy your Confidential Information, except as may be required for archival or compliance purposes. Termination of the Agreement will not (i) relieve you of your obligation to pay Thomson Reuters or its agent any amounts you owe up to and including the date of termination; (ii) affect other accrued rights and obligations; or (iii) terminate those parts of the Agreement that by their nature should continue or those that expressly state shall survive termination.

f. **Amendments.** We may modify these General Terms, any applicable product specific terms, or any additional terms incorporated in these General Terms (including, but not limited to, Third-Party Provider Terms, DSA, and

DPA), at any time by providing notice to you by posting the updated terms at http://tr.com/us-general-terms-and-conditions (or the applicable product specific terms link in the Ordering Document), providing notice to you through your TR account (i.e., My Account or Self-Service Portal), sending you a renewal notice communication, or using other similar means. Modified terms become effective 30 days after such notice. By using the Services after the effective date, you agree to be bound by the most recent version of the terms. You are responsible for reviewing and becoming familiar with any such modifications.

g. **Force Majeure.** We are not liable for any damages or failure to perform our obligations under the Agreement because of circumstances beyond our reasonable control. If those circumstances cause material deficiencies in the Services and continue for more than 30 days, either party may terminate any affected Service on written notice to the other.

10.Third-Party Rights

Our third-party providers benefit from our rights and remedies under the Agreement. Except for our third-party providers, no other third parties have any rights or remedies under the Agreement.

11. General

a. **Assignment.** Unless otherwise provided in this Section 11(a), neither party may assign or transfer (by operation of law or otherwise) any right or obligation under the Agreement to anyone else without the other party's prior written consent, which may not be unreasonably withheld or delayed. We may delegate or transfer any obligation set forth in the Agreement, assign the Agreement, or assign any rights or remedies granted in the Agreement in whole or in part (i) to an Affiliate; (ii) in connection with our or our Affiliate's sale of a division, Service; or (iii) in connection with a reorganization, merger, acquisition, divestiture or similar business transaction. We may subcontract any of the Services in our sole discretion. Any assignment, delegation or other transfer in contravention of this Section 11(a) is void.

b. **Feedback.** You may voluntarily provide any comments, suggestions, ideas or recommendations (collectively, "Feedback") to Thomson Reuters, and if so, you grant Thomson Reuters a perpetual, irrevocable, transferable, non-exclusive right, without charge, to use any Feedback you provide related to any of the Property in any manner and for any purpose.

c. **Agreement Compliance.** We or our professional representatives may review your compliance with the Agreement throughout the term of the Agreement. If the review reveals that you have exceeded the authorized use permitted by the Agreement, you will pay all unpaid or underpaid charges.

d. **Governing Law.** Unless otherwise stated in the applicable Ordering Document, the Agreement will be governed by the laws of the State of New York and each party hereby irrevocably submits to the exclusive jurisdiction of the federal and state courts of the State of New York located in New York County to settle all disputes or claims arising out of or in connection with the Agreement.

e. **Precedence.** If there is conflict among any elements of the Agreement, the descending order of precedence is: any applicable Third-Party Provider Terms contained in Section 3(c) of these General Terms; the applicable Ordering Document; any applicable product specific terms; any applicable additional terms for Services with generative AI skills, these General Terms; and any remaining provisions of the Agreement.

f. **Trials.** All trials or testing of our Services are subject to these General Terms unless we notify you otherwise. Access to our Services for trials may only be used for your evaluation purposes. Unless we agree otherwise in writing, any data you enter into the Services, and any customizations made to the Services by or for you, during any trial may be permanently destroyed at the end of the trial.

g. **Support Provided.** To assist in resolving technical problems with the Services, Thomson Reuters or its agents may provide telephone support and/or online access to its helpdesk or other self-help tools. Additional information related to the support provided by Thomson Reuters is available at http://thomsonreuters.com/support-and-training. You may request assistance with any of the following: (a) issues caused by you or third-party information or materials; (b) any Services, or any versions of Services, that we have advised you are unsupported; (c) issues caused by your failure to follow our instructions or specifications; (d) Services not located in or conforming to the operating environment specified in the Agreement; (e) issues caused by accidents, modifications, support,

relocation or misuse of the Service not attributable to us; or (f) your networking or operating environment. Additional charges for such assistance may apply.

h. **No Waiver.** If either party delays or fails to exercise any right or remedy under the Agreement, it will not have waived that right or remedy.

i. **Severability.** If any part of the Agreement that is not fundamental is illegal or unenforceable, it will be deemed modified to the minimum extent necessary to make it legal and enforceable. If such modification is not possible, the part will be deemed deleted. Any such modification or deletion will not affect the validity and enforceability of the remainder of the Agreement.

j. **Damages Not an Adequate Remedy.** Notwithstanding any express remedies provided under this Agreement and without prejudice to any other right or remedy which a party may have under applicable law, each party acknowledges and agrees that damages alone may not be an adequate remedy for any breach by it of the provisions of Section 3(g) (Use Restrictions), 3(h) (Acceptable Use), or Section 6 (Confidentiality) of the Agreement. In the event of any such breach or anticipated breach, a party to the Agreement may seek the remedies of injunction and/or an order for specific performance.

k. **Consent to Electronic Communications.** You hereby consent to receiving electronic communications from us. These electronic communications may include notices about applicable fees and charges, transactional information, and other information concerning or related to the Services.

l. **Notices.** Except as otherwise provided in the Agreement, all notices under the Agreement must be in writing and sent by email or mail, courier, fax or delivered in person at the address set out on the relevant Ordering Document between the parties (or such other more recent address notified to the other). However, we may give technical or operational notices or notices of Third-Party Provider Terms via publication on the URL in Section 3(c) or within the Services themselves.

m. **Relationship.** The parties are independent contractors. The Agreement does not create a partnership, joint venture, agency, or employment relationship between the parties.

n. **Entire Agreement and Non-Reliance.** The Agreement contains the entire understanding between the parties regarding its subject matter and supersedes all prior agreements, understandings, negotiations, proposals and other representations, verbal or written, in each case relating to such subject matter, including without limitation any terms and conditions appearing on a purchase order or other form(s) used by you. Each party acknowledges that, in entering into the Agreement, it has not relied on any representations made by the other party that are not expressed in the Agreement.

Prior Versions of the General Terms
Version 5.0 (US) Last Modified November 2023 is available *here*.
Version 4.1.1 (US) Last Modified September 2023 is available *here*.

C23-023

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Order Form

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Contact your representative dan.nagan@thomsonreuters.com with any questions. Thank you.

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West Publishing Corporation may also act as an agent on behalf of Thomson Reuters Enterprise Centre GmbH solely with respect to billing and collecting payment from Customer. Thomson Reuters Enterprise Centre GmbH and West Publishing Corporation will be referred to as "Thomson Reuters", "we" or "our," in each case with respect to the products and services it is providing, and Customer will be referred to as "you", or "your" or "Client".

Thomson Reuters General Terms and Conditions apply to all products ordered, except print and is located at http://tr.com/TermsandConditions. In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

Thomson Reuters General Terms and Conditions for Federal Subscribers is located at https://static.legalsolutions.thomsonreuters.com/static/Federal-ThomsonReuters-General-Terms-Conditions.pdf In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

ProFlex Products
See Attachment for details

Material #	Product	Monthly Charges	Minimum Terms (Months)
40757482	West Proflex	$379.04	36

Minimum Terms

Your subscription is effective upon the date we process your order ("Effective Date") and Monthly Charges will be prorated for the number of days remaining in that month, if any. Your subscription will continue for the number of months listed in the Minimum Term column above counting from the first day of the month following the Effective Date. Your Monthly Charges during the first twelve (12) months of the Minimum Term are as set forth above. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Attachment to the Order Form.

Post Minimum Terms

At the end of the Minimum Term, we will notify you of any change in Monthly Charges at least 60 days before each 12-month term starts. Either of us may cancel the Post-Minimum Term subscription by sending at least 30 days written notice.

Federal Government Subscribers Optional Minimum Term. Federal government subscribers that chose a multi-year Minimum Term, those additional months will be implemented at your option pursuant to federal law.

Banded Product Subscriptions. You certify your total number of attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students is indicated in this Order Form. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater or increases at any time, we reserve the right to increase your charges as applicable.

Miscellaneous

Applicable Law. If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form will be interpreted under Minnesota state law and any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a United States Federal Government Customer, United States federal law will apply and any claim may be brought in any federal court.

Charges, Payments & Taxes. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government customer and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

Excluded Charges And Schedule A Rates. If you access products or services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located in the below link Excluded Charges may change from time-to-time upon 30 days written or online notice.

C23-023

We may, at our option, make certain products and services Excluded Charges if we are contractually bound or otherwise required to do so by a third party provider or if products or services are enhanced or if new products or services are released after the effective date of this ordering document. Modification of Excluded Charges or Schedule A rates is not a basis for termination under paragraph 10 of the General Terms and Conditions.

http://static.legalsolutions.thomsonreuters.com/static/agreement/plan-2-pro-govt-agencies.pdf

eBilling Contact. All invoices for this account will be emailed to your e-Billing Contact(s) unless you have notified us that you would like to be exempt from e-Billing.

Credit Verification. If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

Cancellation Notification Address. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803

Returns and Refunds. You may return a print product to us within 45 days of the original shipment date if you are not completely satisfied. Please see http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

Product Specific Terms. The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions-PST.pdf. If the product is not part of your order, the product specific terms do not apply. If there is a conflict between product specific terms and the Order Form, the product specific terms control.

- Campus Research
- Contract Express
- Hosted Practice Solutions
- ProView eBooks
- Time and Billing
- West km Software
- West LegalEdcenter
- Westlaw
- Westlaw Doc & Form Builder
- Westlaw Paralegal
- Westlaw Patron Access
- Westlaw Public Records

Amended Terms and Conditions

Government Non-Availability of Funds for Online, Practice Solutions or Software Products

You may cancel a product or service with at least 30 days written notice if you do not receive sufficient appropriation of funds. Your notice must include an official document, (e.g., executive order, an officially printed budget or other official government communication) certifying the non-availability of funds. You will be invoiced for all charges incurred up to the effective date of the cancellation.

Acknowledgement: Order ID: Q-03842828

Signature of Authorized Representative for order	Chairman Board of Supervisors **Title**
Kent S. Boes **Printed Name**	1/17/23 **Date**

This Order Form will expire and will not be accepted after 9/21/2022.

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

Melissa Kitts, Deputy

APPROVED AS TO FORM:

Richard Stout, Colusa County Counsel

THOMSON REUTERS

Attachment Order ID: Q-03842828

Contact your representative dan.nagan@thomsonreuters.com with any questions. Thank you.

Payment, Shipping, and Contact Information

Payment Method:
Payment Method: Bill to Account
Account Number: 1000518465

Shipping Information:
Shipping Method: Ground Shipping - U.S. Only

Order Confirmation Contact (#28)
Contact Name: SUTTON, JENNIFER
Email: jsutton@countyofcolusa.com

eBilling Contact
Contact Name Laurie Waters
Email **lwaters@countyofcolusa.com**

ProFlex Multiple Location Details

Account Number	Account Name	Account Address	Action
1000518465	COLUSA COUNTY COUNSEL	605 JAY ST COLUSA CA 95932-2437 US	New

ProFlex Product Details

Quantity	Unit	Service Material #	Description
1	Each	40757482	West Proflex
2	Attorneys	42077751	Gvt - National Primary Core
2	Attorneys	42077868	Westlaw Multi-State Analytical, Enterprise access, Government

Account Contacts

Account Contact First Name	Account Contact Last Name	Account Contact Email Address	Account Contact Customer Type Description
Jennifer	Sutton	jsutton@countyofcolusa.com	EML PSWD CONTACT

Lapsed Products

Sub Material	Active Subscription to be Lapsed
40757481	West Proflex

Charges During Minimum Term

Material #	Product Name	Monthly Year 1 Charges	% incr Yr 1-2*	Monthly Year 2 Charges	% incr Yr 2-3*	Monthly Year 3 Charges	% incr Yr 3 4*	Monthly Year 4 Charges	% incr Yr 4-5*	Monthly Year 5 Charges
40757482	West Proflex	$379.04	5.00	$397.99	5.00	$417.89	N/A	$N/A	N/A	$N/A

Charges During Minimum Term

Pricing is displayed only for the years included in the Minimum Term. Years without pricing in above grid are not included in the Minimum Term. Refer to your Order Form for the Post Minimum Term pricing

West Publishing Corp.
through Thomson Reuters

C23-023
1/17/23
County Counsel

Colusa County

Agenda Request Form

Item ID#: 2025-157 **Agenda Date:** 12/16/2025 **Item 35**

PROBATION DEPARTMENT

Approve 1st Modification with the **Colusa County Office of Education** for participation in the School Attendance Review Board program, effective December 16, 2025.

Detailed Description/Background of Request
Colusa County Office of Education (CCOE) has requested continued assistance from the Colusa County Probation Office with the School Attendance Review Board (SARB) program. The duties of the Probation Office will include attendance at the hearings as well as actions in preparation for the hearings, as needed.

This proposed First Modification extends the agreement for an additional year, through July 31, 2026, with no changes to the scope of services.

Prior Board Action
C24-173

Fiscal Impact/Funding Source
Compensation to the Probation Office in the amount of $10,000 for school year 25/26

Action for the Clerk
Please number contract, obtain signatures and send to:

Colusa County Office of Education
Attn: Michael West, Superintendent
345 5th Street
Colusa, CA. 95932

Attachments:
1. 1st Modification Colusa County Office of Educaiton (SARB) Probation
2. C24-173 Colusa County Office of Education

First Modification of Participation in the School Attendance Review Board

This First Modification of the School Attendance Review Board contract is between Colusa County (County), a political subdivision of the State of California, and Colusa County Office of Education ("Contractor").

Background

On September 17, 2024, the parties executed Contract C24-173 to compensate the Colusa County Probation Department for time and expenses in participating in the School Attendance Review Board ("SARB"). This includes attendance at the hearings as well as actions in preparation of hearings.

The contract expired on July 31, 2025, however the Contractor has continued to perform work under the terms and conditions of the agreement.

The parties now want to modify the Contract to extend the termination date.

Modification

The parties agree to modify the Contract effective August 1, 2025, as follows:

1. Section 2, Term, is modified by extending the term to July 31, 2026.

COUNTY OF COLUSA

_____Date:_____
Daurice K. Smith, Chair

APPROVED AS TO FORM

_____
Richard Stout, County Counsel

COLUSA COUNTY OFFICE OF EDUCATION

_____Date:_____
Michael P. West, Superintendent

ATTEST: Joshua Pack, Clerk to the Board of Supervisors

_____
Patricia Rodriguez, Deputy

Contract Between the County of Colusa Probation Department and Colusa County Office of Education

This contract ("Contract") is between the County of Colusa ("County"), a political subdivision of the State of California and Colusa County Office of Education ("Contractor").

1. **Services to be Performed:** Contractor agrees to compensate the Colusa County Probation Department ("Probation") for time and expenses in participating in the School Attendance Review Board ("SARB"). This includes attendance at the hearings as well as actions in preparation of the hearing.

2. **Term:** This Contract shall begin on August 1, 2024 and shall continue until July 31, 2025.

3. **Compensation:** Contractor will pay Probation $10,000 per school year. Compensation will be paid in accordance with paragraph 4, Method of Payment. The compensation paid to Probation may be used in part to provide for professional development. Said compensation shall cover all cost for participation in SARB.

4. **Method of Payment:** Payments shall be on an annual basis. Payment shall be at any time within 30 days of full execution of the contract.

5. **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.

6. **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.

7. **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 Probation:
Colusa County Probation Department
Attn: Michael Rogers, Chief Probation Officer
532 Oak St.
Colusa, CA 95932

If to Contractor:
Colusa County Office of Education
Attn: Michael West, Superintendent
345 5th Street
Colusa, CA 95932

8. **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.

9. **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.

10. **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.

11. **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.

12. **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.

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

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

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

14. **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.

Signatures on following page.

COUNTY OF COLUSA

for Gary J. Evans, Chair Date: 9/17/24

COLUSA COUNTY OFFICE OF EDUCATION

Michael P. West, Superintendent Date: 9-26-2024

APPROVED AS TO FORM

Richard Stout, County Counsel

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

By Patricia R
Patricia Rodriguez, Deputy Clerk

Colusa County

Agenda Request Form

Item ID#: 2025-167 **Agenda Date:** 12/16/2025 **Item 36**

CLERK-RECORDER REGISTRAR OF VOTERS

Acknowledge Receipt of the Certified Election Results for the California Statewide Special Election held November 4, 2025.

Detailed Description/Background of Request
The Election Department conducted a California Special Election on 11/4/2025.

Prior Board Action
None

Fiscal Impact/Funding Source
Colusa County received $227,358.00 from the State of CA.

Action for the Clerk
None

Attachments:
1. 9.5.2025 Special Election - County Allocations Letter to SCO (003)
2. Certification 12032025

DEPARTMENT OF FINANCE
OFFICE OF THE DIRECTOR

Gavin Newsom ▪ Governor
1021 O Street, Suite 3110 ▪ Sacramento CA 95814 ▪ www.dof.ca.gov

September 5, 2025

Honorable Malia Cohen
State Controller
California State Controller's Office
300 Capitol Mall, Suite 1850
Sacramento, CA 95814

Dear Controller Cohen:

Pursuant to Chapter 97, Statutes of 2025, the Director of Finance respectfully requests that the State Controller's Office remit payment to county elections officials for the statewide special election scheduled for November 4, 2025.

Specifically, Finance requests that $251,306,359 be allocated in fiscal year 2025-26, as provided in Attachment I.

If you have any questions or need additional information regarding this matter, please contact Jessie Romine, Principal Program Budget Analyst, at (916)445-8913.

JOE STEPHENSHAW
Director
By:

Erika Li
Chief Deputy Director

Attachment

cc: Dr. Shirley N. Weber, Secretary of State
Lisa Martin, Chief Deputy Secretary, Secretary of State
Reggie Fair, Deputy Secretary of Operations, Secretary of State
Jesse Salinas, President, California Association of Clerks and Elections Officials
Justin Garrett, Interim Chief Policy Officer, California State Association of Counties
Julissa Cardenas, Legislative Representative, California State Association of Counties
Jean Kinney Hurst, Legislative Advocate, Urban Counties of California
Sarah Dukett, Senior Policy Advocate, Rural County Representatives of California

Attachment I

County	Allocation
Alameda	$ 11,429,947
Alpine	$ 38,950
Amador	$ 159,610
Butte	$ 843,000
Calaveras	$ 348,832
Colusa	$ 227,358
Contra Costa	$ 6,568,000
Del Norte	$ 139,345
El Dorado	$ 836,800
Fresno	$ 4,047,000
Glenn	$ 236,600
Humboldt	$ 839,000
Imperial	$ 681,090
Inyo	$ 220,826
Kern	$ 3,188,500
Kings	$ 518,300
Lake	$ 351,028
Lassen	$ 144,700
Los Angeles	$ 67,194,000
Madera	$ 892,560
Marin	$ 1,635,647
Mariposa	$ 75,000
Mendocino	$ 351,000
Merced	$ 1,395,245
Modoc	$ 71,860
Mono	$ 187,000
Monterey	$ 3,500,000
Napa	$ 682,336
Nevada	$ 645,200

County	Allocation
Orange	$ 15,432,820
Placer	$ 3,100,000
Plumas	$ 58,667
Riverside	$ 16,329,709
Sacramento	$ 10,843,148
San Benito	$ 357,300
San Bernardino	$ 24,877,758
San Diego	$ 19,000,000
San Francisco	$ 4,508,500
San Joaquin	$ 4,247,235
San Luis Obispo	$ 1,896,400
San Mateo	$ 4,170,529
Santa Barbara	$ 2,445,000
Santa Clara	$ 17,219,000
Santa Cruz	$ 1,262,062
Shasta	$ 1,149,176
Sierra	$ 24,000
Siskiyou	$ 373,088
Solano	$ 2,617,826
Sonoma	$ 3,068,144
Stanislaus	$ 1,592,116
Sutter	$ 397,900
Tehama	$ 300,000
Trinity	$ 205,000
Tulare	$ 1,241,750
Tuolumne	$ 228,420
Ventura	$ 5,297,000
Yolo	$ 1,264,731
Yuba	$ 350,346

CERTIFICATION OF
COUNTY CLERK/REGISTRAR OF VOTERS OF THE
RESULTS OF THE CANVASS
OF THE NOVEMBER 4, 2025,
STATEWIDE SPECIAL 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 Statewide Special Election held in said County on November 4, 2025, for the measure that was 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, 2025, at the County of Colusa

Cristy Jayne Edwards

County Clerk/Registrar of Voters
County of Colusa
State of California

Canvass Certification of Elections Official
(11/2025)

Summary for: All Contests, All Precincts, All Tabulators, Vote by Mail
Statewide Special Election
Colusa
Final Election Results

Elector Group	Counting Group	Voters Cast	Registered Voters	Turnout
Total	Vote by Mail	5,778		52.59%
	Total	5,778	10,986	52.59%

Voters Cast: 5,778 of 10,986 (52.59%)

Proposition 50 (Vote for 1)

		Vote by Mail	Total	
Times Cast		5,778	5,778 / 10,986	52.59%
Candidate	Party	Vote by Mail	Total	
No		3,665	3,665	63.60%
Yes		2,098	2,098	36.40%
Total Votes		5,763	5,763	

SOVC for: All Contests, All Precincts, Vote by Mail
Statewide Special Election
Colusa
Statement of Vote

District	Registered Voters	Cards Cast	Voters Cast	% Turnout
Electionwide				
California				
Vote by Mail	10,986	5,778	5,778	52.59%
California - Total	10,986	5,778	5,778	52.59%
Cumulative				
Vote by Mail	0	0	0	N/A
Cumulative - Total	0	0	0	N/A
Electionwide - Total	10,986	5,778	5,778	52.59%
Vote by Mail	10,986	5,778	5,778	52.59%
STATE				
CALIFORNIA				
Vote by Mail	10,986	5,778	5,778	52.59%
CALIFORNIA - Total	10,986	5,778	5,778	52.59%
Cumulative				
Vote by Mail	0	0	0	N/A
Cumulative - Total	0	0	0	N/A
STATE - Total	10,986	5,778	5,778	52.59%
Vote by Mail	10,986	5,778	5,778	52.59%
Congressional				
1st Congressional District				
Vote by Mail	10,986	5,778	5,778	52.59%
1st Congressional District - Total	10,986	5,778	5,778	52.59%
Cumulative				
Vote by Mail	0	0	0	N/A
Cumulative - Total	0	0	0	N/A

District	Registered Voters	Cards Cast	Voters Cast	% Turnout
Congressional - Total	10,986	5,778	5,778	52.59%
Vote by Mail	10,986	5,778	5,778	52.59%
State Senate				
1st Senate District				
Vote by Mail	10,986	5,778	5,778	52.59%
1st Senate District - Total	10,986	5,778	5,778	52.59%
Cumulative				
Vote by Mail	0	0	0	N/A
Cumulative - Total	0	0	0	N/A
State Senate - Total	10,986	5,778	5,778	52.59%
Vote by Mail	10,986	5,778	5,778	52.59%
State Assembly				
4th Assembly District				
Vote by Mail	10,986	5,778	5,778	52.59%
4th Assembly District - Total	10,986	5,778	5,778	52.59%
Cumulative				
Vote by Mail	0	0	0	N/A
Cumulative - Total	0	0	0	N/A
State Assembly - Total	10,986	5,778	5,778	52.59%
Vote by Mail	10,986	5,778	5,778	52.59%
Board of Equalization				
Board of Equalization District 1				
Vote by Mail	10,986	5,778	5,778	52.59%
Board of Equalization District 1 - Total	10,986	5,778	5,778	52.59%
Cumulative				
Vote by Mail	0	0	0	N/A
Cumulative - Total	0	0	0	N/A
Board of Equalization - Total	10,986	5,778	5,778	52.59%
Vote by Mail	10,986	5,778	5,778	52.59%
County				
Colusa County				

District	Registered Voters	Cards Cast	Voters Cast	% Turnout
Vote by Mail	10,986	5,778	5,778	52.59%
Colusa County - Total	10,986	5,778	5,778	52.59%
Cumulative				
Vote by Mail	0	0	0	N/A
Cumulative - Total	0	0	0	N/A
County - Total	10,986	5,778	5,778	52.59%
Vote by Mail	10,986	5,778	5,778	52.59%
Supervisorial				
1st Supervisorial District				
Vote by Mail	2,310	1,187	1,187	51.39%
1st Supervisorial District - Total	2,310	1,187	1,187	51.39%
2nd Supervisorial District				
Vote by Mail	2,443	1,361	1,361	55.71%
2nd Supervisorial District - Total	2,443	1,361	1,361	55.71%
3rd Supervisorial District				
Vote by Mail	1,970	882	882	44.77%
3rd Supervisorial District - Total	1,970	882	882	44.77%
4th Supervisorial District				
Vote by Mail	1,960	1,063	1,063	54.23%
4th Supervisorial District - Total	1,960	1,063	1,063	54.23%
5th Supervisorial District				
Vote by Mail	2,303	1,285	1,285	55.80%
5th Supervisorial District - Total	2,303	1,285	1,285	55.80%
Cumulative				
Vote by Mail	0	0	0	N/A
Cumulative - Total	0	0	0	N/A

District	Registered Voters	Cards Cast	Voters Cast	% Turnout
Supervisorial - Total	10,986	5,778	5,778	52.59%
Vote by Mail	10,986	5,778	5,778	52.59%
City				
City of Colusa				
Vote by Mail	3,315	1,806	1,806	54.48%
City of Colusa - Total	3,315	1,806	1,806	54.48%
City of Williams				
Vote by Mail	2,258	899	899	39.81%
City of Williams - Total	2,258	899	899	39.81%
Unincorporated				
Vote by Mail	5,413	3,073	3,073	56.77%
Unincorporated - Total	5,413	3,073	3,073	56.77%
Cumulative				
Vote by Mail	0	0	0	N/A
Cumulative - Total	0	0	0	N/A
City - Total	10,986	5,778	5,778	52.59%
Vote by Mail	10,986	5,778	5,778	52.59%
UNINCORPORATED				
UNINCORPORATED				
Vote by Mail	5,413	3,073	3,073	56.77%
UNINCORPORATED - Total	5,413	3,073	3,073	56.77%
Unincorporated				
Vote by Mail	5,573	2,705	2,705	48.54%
Unincorporated - Total	5,573	2,705	2,705	48.54%
Cumulative				
Vote by Mail	0	0	0	N/A
Cumulative - Total	0	0	0	N/A
UNINCORPORATED - Total	10,986	5,778	5,778	52.59%
Vote by Mail	10,986	5,778	5,778	52.59%

Proposition 50

District	Times Cast	Registered Voters	Yes	No
Electionwide				
California				
Vote by Mail	5,778	10,986	2,098	3,665
California - Total	5,778	10,986	2,098	3,665
Cumulative				
Vote by Mail	0	0	0	0
Cumulative - Total	0	0	0	0
Electionwide - Total	5,778	10,986	2,098	3,665
STATE				
CALIFORNIA				
Vote by Mail	5,778	10,986	2,098	3,665
CALIFORNIA - Total	5,778	10,986	2,098	3,665
Cumulative				
Vote by Mail	0	0	0	0
Cumulative - Total	0	0	0	0
STATE - Total	5,778	10,986	2,098	3,665
Congressional				
1st Congressional District				
Vote by Mail	5,778	10,986	2,098	3,665
1st Congressional District - Total	5,778	10,986	2,098	3,665
Cumulative				
Vote by Mail	0	0	0	0
Cumulative - Total	0	0	0	0
Congressional - Total	5,778	10,986	2,098	3,665
State Senate				
1st Senate District				
Vote by Mail	5,778	10,986	2,098	3,665
1st Senate District - Total	5,778	10,986	2,098	3,665
Cumulative				

District	Times Cast	Registered Voters	Yes	No
Vote by Mail	0	0	0	0
Cumulative - Total	0	0	0	0
State Senate - Total	5,778	10,986	2,098	3,665
State Assembly				
4th Assembly District				
Vote by Mail	5,778	10,986	2,098	3,665
4th Assembly District - Total	5,778	10,986	2,098	3,665
Cumulative				
Vote by Mail	0	0	0	0
Cumulative - Total	0	0	0	0
State Assembly - Total	5,778	10,986	2,098	3,665
Board of Equalization				
Board of Equalization District 1				
Vote by Mail	5,778	10,986	2,098	3,665
Board of Equalization District 1 - Total	5,778	10,986	2,098	3,665
Cumulative				
Vote by Mail	0	0	0	0
Cumulative - Total	0	0	0	0
Board of Equalization - Total	5,778	10,986	2,098	3,665
County				
Colusa County				
Vote by Mail	5,778	10,986	2,098	3,665
Colusa County - Total	5,778	10,986	2,098	3,665
Cumulative				
Vote by Mail	0	0	0	0
Cumulative - Total	0	0	0	0
County - Total	5,778	10,986	2,098	3,665
Supervisorial				
1st Supervisorial District				

District	Times Cast	Registered Voters
Vote by Mail	1,187	2,310
1st Supervisorial District - Total	1,187	2,310
2nd Supervisorial District		
Vote by Mail	1,361	2,443
2nd Supervisorial District - Total	1,361	2,443
3rd Supervisorial District		
Vote by Mail	882	1,970
3rd Supervisorial District - Total	882	1,970
4th Supervisorial District		
Vote by Mail	1,063	1,960
4th Supervisorial District - Total	1,063	1,960
5th Supervisorial District		
Vote by Mail	1,285	2,303
5th Supervisorial District - Total	1,285	2,303
Cumulative		
Vote by Mail	0	0
Cumulative - Total	0	0
Supervisorial - Total	5,778	10,986
City		
City of Colusa		
Vote by Mail	1,806	3,315
City of Colusa - Total	1,806	3,315
City of Williams		
Vote by Mail	899	2,258
City of Williams - Total	899	2,258
Unincorporated		
Vote by Mail	3,073	5,413
Unincorporated - Total	3,073	5,413

District	Yes	No
Vote by Mail	496	689
1st Supervisorial District - Total	496	689
2nd Supervisorial District		
Vote by Mail	435	924
2nd Supervisorial District - Total	435	924
3rd Supervisorial District		
Vote by Mail	438	442
3rd Supervisorial District - Total	438	442
4th Supervisorial District		
Vote by Mail	330	725
4th Supervisorial District - Total	330	725
5th Supervisorial District		
Vote by Mail	399	885
5th Supervisorial District - Total	399	885
Cumulative		
Vote by Mail	0	0
Cumulative - Total	0	0
Supervisorial - Total	2,098	3,665
City		
City of Colusa		
Vote by Mail	631	1,173
City of Colusa - Total	631	1,173
City of Williams		
Vote by Mail	551	344
City of Williams - Total	551	344
Unincorporated		
Vote by Mail	916	2,148
Unincorporated - Total	916	2,148

District	Times Cast	Registered Voters
Cumulative		
Vote by Mail	0	0
Cumulative - Total	0	0
City - Total	5,778	10,986
UNINCORPORATED		
UNINCORPORATED		
Vote by Mail	3,073	5,413
UNINCORPORATED - Total	3,073	5,413
Unincorporated		
Vote by Mail	2,705	5,573
Unincorporated - Total	2,705	5,573
Cumulative		
Vote by Mail	0	0
Cumulative - Total	0	0
UNINCORPORATED - Total	5,778	10,986

District	Yes	No
Cumulative		
Vote by Mail	0	0
Cumulative - Total	0	0
City - Total	2,098	3,665
UNINCORPORATED		
UNINCORPORATED		
Vote by Mail	916	2,148
UNINCORPORATED - Total	916	2,148
Unincorporated		
Vote by Mail	1,182	1,517
Unincorporated - Total	1,182	1,517
Cumulative		
Vote by Mail	0	0
Cumulative - Total	0	0
UNINCORPORATED - Total	2,098	3,665

Email Form

Voting Technology Incident Reporting Form

Use the following form to report any voting technology incident that occurred during use. Voting technology incidents include, but are not limited to, issues such as paper jams, printing errors, or any defect, fault or failure pursuant to Election Code sections 19215 and 19290, and California Code of Regulations section 20161.

A. Election Official:

☑ No Incidents to Report

Jurisdiction

Colusa County

County Contact Name

Morissa Lobato

County Contact Title

Assistant Clerk-Recorder-Registrar

County Contact Phone Number

(530)458-0511

County Contact Email

mlobato@countyofcolusaca.gov

Reported to Vendor

Yes ☐ No ☑

B. Product Description:

Vendor Name

Type of Voting Technology

- ☐ Ballot Marking Device
- ☐ Central Scanner/Tabulator
- ☐ RAVBM
- ☐ Ballot on Demand
- ☐ Precinct Tabulator
- ☐ ePollbook
- ☐ Other

System Model

Hardware & Software Versions

Unit Serial Numbers

C. Description of Incident(s):

Date of Occurrence

Voting Location

Election Name

Description of Each Incident. Attach Additional Sheets if Necessary.

Remote Accessible Vote by Mail (RAVBM) Reporting Form

Email Form

For any election that a California jurisdiction uses a remote accessible vote by mail system, the jurisdiction shall provide a report to the Secretary of State, within 30 calendar days of certifying the election results, listing the number of voters that used the system and all technical issues reported (if any), along with any mitigations.

A. Election Official:

Jurisdiction

Colusa County

County Contact Name

Morissa Lobato

County Contact Title

Assistant Clerk-Recorder-Registrar

County Contact Phone Number

(530)458-0511

County Contact Email

mlobato@countyofcolusaca.gov

B. Product Description:

RAVBM URL or Online Address

https://ravbm.uocava.com/colusa

Type of RAVBM

☐ Democracy Live ■ Dominion ☐ LA County VSAP ISB

RAVBM Technical Assistance Telephone Number

(530)458-0500

Number of Voters that Registered to use RAVBM	1
Number of Voters that Voted using the RAVBM	1
Number of UOCAVA Voters that registered to use RAVBM	16
Number of UOCAVA Voters that voted using the RAVBM	1

C. Description of RAVBM Usage:

Election Name

Colusa

Dates RAVBM was Available

09/11/2025

Description of Technical Issues and Mitigations if Any. Attach Additional Sheets if Necessary.

REPORT OF 1% MANUAL TALLY

[Elections Code section 15360]

County: Colusa

Election: Statewide

Manual tally method used: ☑ One Part [section 15360(a)(1)]

☐ Two Part [section 15360(a)(2)]

Date and time notice provided (attach copy of the notice):

09/16/2025 4:00pm

Internet website where additional information about the manual tally is posted, if applicable:

https://www.countyofcolusaca.gov/197/Elections

Date and time the manual tally commenced, beginning with the random selection of precincts and batches (must be after the close of the polls on Election Day):

11/13/2025 12:00pm

Date and time the manual tally finished:

11/18/2025 8:40am

Estimated number of members of the public who observed the process:

1

Total number of ballots counted in this election (official canvass numbers):

Polling place / vote center ballots (including provisionals)	-
Vote-by-mail ballots	5,778 (26 provisionals)

Total number of ballots manually tallied:

Polling place / vote center ballots (including provisionals)	-
Vote-by-mail ballots	111

Precincts in the county for this election (attach list describing all precincts with the number of ballots in each, indicating whether ballots are polling place / vote center, vote-by-mail, or provisional):

Total number of precincts in the election	19
Total number of precincts selected for the manual tally	2

Batches of vote-by-mail or provisional ballots (attach list describing each batch with the number of ballots in each, indicating whether ballots are polling place / vote center, vote-by-mail, or provisional):

Total number of batches in the election	71
Total number of batches selected for the manual tally	3

Method used to choose precincts and batch of ballots to manually tally (include description of random selection method):

All precincts were written on sheets of paper, folded and placed in a container, then the Registrar withdrew a sheet from the container and we proceeded to manually tally the precinct that was selected at random. Registrar added an additional precinct to tally.

attach additional pages if necessary

Description of any discrepancies noted (include details about each discrepancy and how each was resolved; also include anything unusual observed during the manual tally process or anything that may improve the manual tally process):

attach additional pages if necessary

This report is submitted pursuant to Elections Code section 15360(e).

Submitted on this date: 12/03/2025 **by:**

Elections Official Name: Cristy Jayne Edwards **Signature:** Cristy Jayne Edwards

EMAIL Form

Colusa County

Agenda Request Form

Item ID#: 2025-185 **Agenda Date:** 12/16/2025 **Item 37**

AG DEPARTMENT

Approve an updated MOU for the **Colusa-Glenn-Tehama Weed Management Area** and authorize the Agricultural Commissioner to sign

Detailed Description/Background of Request
This MOU updates an existing MOU for the Colusa-Glenn-Tehama Weed Management Area, which was formed more than a decade ago.

Background
The purpose of Weed Management Areas (WMAs) throughout the state is to create stakeholder collaborations focusing on invasive plant control efforts. All interested land management entities, public and private, may be invited to participate in WMA efforts. In many cases, local WMAs are led by the County Agricultural Commissioner or Resource Conservation Districts. This multi-county strategic partnership is beneficial when trying to identify and eradicate pests of concern that move throughout the area by means of interstate commerce and waterways. These WMAs are most beneficial in coordinating multi-jurisdictional projects.

Authority and Funding
Weed Management Areas are defined in California Food and Agriculture Code 7272. The legislature funds programs by placing budget allocations in the Noxious Weed Management Account administered by the California Department of Food and Agriculture, which then issues grants to established WMAs. To qualify for funding, WMAs must have an MOU between all stakeholder groups and a strategic plan defining their current goals and objectives.

Previous projects completed by the Colusa-Glenn-Tehama WMA have included:

- Sites Reservoir Purple Starthistle Treatment
- Bear Creek Arundo and Tamarisk Removal
- Lower Stoney Creek Arundo and Tamarisk Removal
- Perennial Pepperweed and Barbed Goatgrass Treatments

In the spring of 2025, the Glenn County Resource Conservation District, on behalf of the Colusa-Glenn-Tehama WMA, applied for and was awarded $120,000 in grant funding. At this time, an update to the existing WMA MOU has been drafted, as well as a current strategic integrated weed management plan. This necessary step is not only required for the acceptance of these recently awarded grant funds, but these updated

documents will provide an opportunity for the WMA to actively seek out and obtain additional funding opportunities from Federal and State partners.

Recommendation
Approve the updated draft MOU for the Colusa-Glenn-Tehama Weed Management Area and authorize the Agricultural Commissioner to sign.

Prior Board Action
None

Fiscal Impact/Funding Source
None

Action for the Clerk
Upon approval by the Board, the Agricultural Commissioners will sign electronically and submit a fully executed copy to the Board Clerk.

Attachments:
1. Colusa Glenn Tehama WMA MOU 2025_FINAL
2. Colusa Glenn Tehama WMA_Integrated Weed Management Plan FINAL

Memorandum of Understanding
Colusa, Glenn, and Tehama Counties Weed Management Area
2025

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1. BACKGROUND

The counties of Colusa, Glenn, and Tehama share common land features including flat farmland, rolling foothills, and coastal mountains, with Tehama also including the Sierra Nevada Mountain range. Local weed managers recognize that regular coordination, collaboration, and communication can lead to improved weed exclusion, detection, control, and eradication at both the county and regional levels.

2. PURPOSE

The purpose of this document is to establish mutual understandings among the three counties regarding their voluntary joint efforts towards regional coordination, collaboration, and communication for the exclusion, detection, control, and eradication of noxious weeds, in accordance with California Food and Agriculture Code §7272 and §7272.5.

3. GOALS

The goals of the Colusa, Glenn, and Tehama Counties Weed Management Area Memorandum of Understanding (MOU) are:

3.1. To foster coordination, collaboration, and communication between the three counties on noxious weed-related issues to achieve greater efficiencies and enhance public services.

3.2. To provide a framework for the management and disbursement of funding associated with activities pursued jointly under this MOU, in compliance with state law.

3.3. To improve competitiveness for State grant funding by leveraging regional cooperation and coordination.

4. DEFINITIONS

4.1. **Participants:** Participants include any stakeholder, agency or organization cooperating and coordinating activities necessary for the prevention and control of noxious weeds in Colusa, Glenn, and Tehama Counties.

4.2. **Project Manager:** A project manager will be designated by the signatory counties for each project, regardless of funding source, to fulfill the goals outlined in this MOU.

5. MUTUAL UNDERSTANDINGS

5.1. Participation: Participants to this MOU constitute the current collaborators, operating on a voluntary basis. Additional agencies or organizations with common weed control interests may be invited to participate. Participants agree to coordinate and collaborate with other regional programs and technical outreach efforts.

5.2. Activities: Efforts under this MOU will align with and not exceed the existing authority of participating agencies. Activities may include detection, exclusion, eradication, and suppression of noxious weeds, as well as monitoring, reporting, information sharing, public outreach, and education, as mutually agreed upon by the participants.

5.3. County Funding: Counties are not obligated to commit funding. Enhanced collaboration may improve coordination of existing and future funding opportunities for weed management. When funding is available, participating county departments are encouraged to prioritize cost-share arrangements consistent with eligibility criteria of Section 7272(f) of the California Food and Agriculture Code.

5.4. External Funding: Participants may pursue external funding opportunities for activities of common interest. Nothing in this MOU precludes any county or organization from independently pursuing, contracting, or completing work funded from an external source, regardless of regional interests.

5.5. Decision-Making: Decisions will be made by consensus among participating entities whenever possible, reinforcing the cooperative intent of the Weed Management Area.

5.6. Compliance: Participation in this MOU does not restrict any agency or organization from conducting its own activities or pursuing independent funding sources. Participation is voluntary, and agencies may discontinue involvement at any time.

5.7. Review and Revision: This living document should be periodically reviewed and updated as needed to reflect evolving program priorities, new participants, or changes in regional weed management strategies.

6. ACKNOWLEDGMENT

This Memorandum of Understanding serves as a cooperative framework among the participating counties, agencies, and organizations. The Weed Management Area is formed for the purpose of coordinating, combining actions, and sharing expertise to address common noxious weed control challenges. While the WMA includes a broad range of partners who collaborate in planning and implementation, formal signatures are limited to Colusa, Glenn, and Tehama Counties who form the core of the Weed Management Area (WMA). Participants may include additional agencies, organizations, and stakeholders who collaborate with the WMA but are not signatories to this MOU. This MOU reflects the shared understanding of all participants and is intended to guide coordinated regional efforts in weed management and implementation of the Integrated Weed Management Plan.

THE PARTIES HERETO have entered into this MOU.

Colusa County Agriculture Department

_____

M. Anastacia Allen
Colusa County Agriculture Commissioner

_____

Date

Tehama County Agriculture Department

_____

Thomas A. Moss
Tehama County Agriculture Commissioner

_____

Date

Glenn County Agriculture Department

_____

Marcie Skelton
Glenn County Agriculture Commissioner

_____

Date

Colusa, Glenn, Tehama Counties Weed Management Area
Integrated Weed Management Plan
Approved: *November 14, 2025*

Introduction

The Integrated Weed Management Plan outlined herein aims to establish a comprehensive framework for the effective control and management of noxious weeds within the jurisdiction of Colusa, Glenn, and Tehama Counties. This plan is designed to align with the requirements for funding from the Noxious Weed Management Account and addresses the diverse goals of enhancing agricultural productivity, reducing maintenance costs, mitigating fire hazards, preserving biodiversity, and maintaining the recreational and environmental integrity of public spaces.

The plan encompasses both existing efforts already underway and future projects targeting high-priority species and areas. It emphasizes flexibility to address evolving weed threats across diverse landscapes, including croplands, rangelands, riparian zones, recreation areas, and public infrastructure corridors.

Goals of the Program (Food & Ag Code §7272.5)

1. **Increase Profitability and Value of Cropland and Rangeland:**
    - Implement targeted weed control strategies to reduce weed competition, thereby improving crop yields and forage quality on rangelands.
2. **Decrease Costs of Roadside, Park, and Waterway Maintenance:**
    - Proactive weed control reduces the frequency and intensity of maintenance activities along public infrastructure and in recreation areas.
3. **Reduce Fire Hazard and Fire Control Costs:**
    - Prioritize the management of weeds in wildfire-prone areas through strategic prevention and control measures.
    - Collaborate with fire departments and relevant agencies to integrate weed management into fire hazard reduction strategies.
    - Targeted removal of invasive weeds reduces fuel loads and lowers the cost and risk of wildfire response, particularly in rural and wildland-urban interface areas.
4. **Protect Biodiversity of Native Ecosystems:**
    - Implement ecologically sensitive weed management practices to preserve native plants and their habitats.
    - Monitor and mitigate the spread of invasive weeds that threaten biodiversity and ecosystem resilience.
5. **Maintain Recreational and Aesthetic Value of Open Spaces:**
    - Ensure that public recreational areas and open spaces are aesthetically pleasing and safe through effective weed control programs.
    - Weed-free landscapes improve public access, safety, and visual appeal in parks, lakes, trails, and open spaces.
6. **Increase Water Supply and Flow:**
    - Implement weed management practices that improve water availability streams, rivers, and reservoirs.
    - Reduce competition from invasive weeds for water resources, benefiting both agricultural and environmental water needs.

Colusa County

Agenda Request Form

Item ID#: 2025-180 **Agenda Date:** 12/16/2025 **Item II.1**

BOARD OF SUPERVISORS

Second reading, by title only, and adoption of an Ordinance authorizing Colusa County to join Pioneer Community Energy and authorize the implementation of a Community Choice Aggregation Program in the County of Colusa. Further, make a finding that the ordinance is exempt from the requirements of the California Environmental Quality Act (CEQA).

Detailed Description/Background of Request

This item is the second reading of an Ordinance authorizing Colusa County to join **Pioneer Community Energy** and implement a Community Choice Aggregation (CCA) Program. The first reading occurred on November 18, during which Pioneer representatives provided a detailed overview of CCA operations, projected rate impacts, expansion timelines, and the structure and obligations associated with the Pioneer Joint Powers Authority. This action is exempt from CEQA, as participation in a CCA does not result in a physical environmental impact.

Pioneer Community Energy is a multi-jurisdictional JPA that procures electricity on behalf of residents and businesses, while PG&E continues to own, maintain, and operate the transmission and distribution infrastructure. Pioneer recently completed an Impact Assessment Study (IAS) for the Cities of Colusa and Chowchilla and the County of Madera, each showing favorable financial projections supporting expansion in 2027. Pioneer anticipates similar outcomes from the IAS currently underway for Colusa County and the City of Williams.

During the November 18 meeting, the Board highlighted the importance of clear, proactive community engagement throughout this process. Because all County residents will be automatically enrolled into Pioneer Community Energy upon launch, the Board emphasized the need for a strong public education effort to ensure residents understand the program, their available options, and how to opt out if they choose.

NEXT STEPS
If the Ordinance is adopted at today's meeting, Colusa County will be eligible to join Pioneer Community Energy. Upon receiving positive Impact Assessment Study results, Pioneer intends to submit an updated Implementation Plan to the California Public Utilities Commission (CPUC) this month outlining the expansion and anticipated service

launch. The target launch date for new member jurisdictions is October 2027, allowing adequate time for Pioneer's procurement team to secure power resources in alignment with regulatory requirements and to avoid entering the market during high-cost summer months. Pioneer will also work with the County to implement a comprehensive community education and outreach campaign to ensure residents clearly understand the transition process and their customer options.

Prior Board Action
On November 18, 2025 the Board approved the introduction and first reading.

Fiscal Impact/Funding Source
The previously approved Impact Assessment Study will not exceed $15,000 and is shared among the County, City of Colusa, and City of Williams. There is no General Fund impact for administration of CCA service, as all operational costs are covered through Pioneer rates.

Action for the Clerk
Please publish the ordinance in the Pioneer Review.

Attachments:
1. Ordinance Implementing Choice Aggregation Program

ORDINANCE NO. _____

AN UNCODIFIED ORDINANCE OF THE COLUSA COUNTY BOARD OF SUPERVISORS AUTHORIZING THE IMPLEMENTATION OF A COMMUNITY CHOICE AGGREGATION PROGRAM IN THE COUNTY OF COLUSA

THE BOARD OF SUPERVISORS OF THE COUNTY OF COLUSA, STATE OF CALIFORNIA, DOES ORDAIN AS FOLLOWS:

SECTION I:

The Colusa County Board of Supervisors hereby finds and determines as follows:

1. On September 24, 2002, the Governor of California signed into law Assembly Bill 117 (Statute 2002, Chapter 838; see California Public Utilities Code section 366.2; hereinafter referred to as the "Act"), which authorizes any California city or county, whose governing body so elects, to combine electricity load of its residents and businesses in a Community Choice Aggregation program ("CCA"). The Act expressly authorizes participation in a CCA through a joint powers authority; and

2. On September 9, 2015, the County of Placer and the City of Colfax entered into the original Joint Exercise of Powers Agreement for the purpose of establishing the Sierra Valley Energy Authority as a joint powers authority under the Joint Exercise of Powers Act, Government Code section 6500, et seq.; and

3. The California Public Utilities Commission certified the "Implementation Plan" of the Sierra Valley Energy Authority, confirming compliance with the requirements of the Act; and

4. On February 22, 2017, the Amended and Restated Joint Powers Agreement became effective and authorized the Cities of Auburn, Lincoln, Rocklin, and the Town of Loomis to become Voting Members of the Sierra Valley Energy Authority and established a CCA program within the jurisdictions of all Voting Members; and

5. Resolution No. 2017-3 of the Sierra Valley Energy Authority approved a name change from Sierra Valley Energy Authority to Pioneer Community Energy ("Pioneer"), as it is known today; and

6. Subsequent amendments to the Amended and Restated Joint Powers Agreement have authorized the following to become voting members: Counties of El Dorado, Butte, Glenn, Nevada, Sutter, and Tuolumne; and the Cities of Placerville, Grass Valley, Nevada City, Chico, Live Oak, Orland, Oroville, Sonora, Willows, Yuba City, and the Town of Paradise.

7. Currently electricity is generated and provided to the residents of Colusa County by Pacific Gas and Electric Company (PG&E) with no alternative provider for the County of Colusa.

8. The County of Colusa finds it important that its residents, businesses and public facilities have alternative choices to energy procurement beyond PG&E.

9. In October 2025 the County of Colusa and Pioneer began an impact assessment study to consider the financial feasibility and assessed risk of the addition of the County of Colusa into the service area of Pioneer.

10. Contingent on completion of those discussions and study, the County of Colusa finds joining Pioneer will provide financial and other advantages to businesses and residents of the County.

11. The Amended and Restated Joint Exercise of Powers Agreement requires a prospective member to individually adopt a resolution of intent expressing desire to become a member of the Joint Powers Authority and adopt an ordinance electing to implement a CCA within its jurisdiction under California Public Utilities Code section 366.2.

12. The County of Colusa finds that adoption of this ordinance is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to the CEQA Guidelines, as it is not a "project" since it has no potential to result in a direct or reasonably foreseeable indirect physical change to the environment. (14 Cal. Code Reg. § 15378.) Further, the ordinance is exempt from CEQA, as there is no possibility that the ordinance or its implementation would have a significant effect on the environment. (14 Cal. Code Reg. § 15061(b)(3).)

SECTION II:

The Board of Supervisors of the County of Colusa authorizes the implementation of a Community Choice Aggregation program within the areas currently served by PG&E through participation in the Community Choice Aggregation program of the Pioneer Community Energy Joint Powers Authority, contingent on all of the following: (a) completion of the impact analysis by Pioneer, (b) adoption of a resolution of intent by the County of Colusa expressing the County's desire to become a member of Pioneer, (c) approval by the County of Colusa of Pioneer Community Energy's Amended and Restated Joint Exercise of Powers Agreement, as amended, (d) approval by the Governing Board of Pioneer Community Energy of the membership of County of Colusa and (e) the certification by the California Public Utilities Commission of the Implementation Plan filed by Pioneer to include the County of Colusa.

SECTION III:

The provisions of this Ordinance are separate and severable. If any provision of this Ordinance is for any reason held by a court to be invalid, the Board of Supervisors of the County of Colusa that it would have passed this Ordinance irrespective of the invalidity of the provision held to be invalid and such invalidity shall therefore not affect the remaining provisions of this Ordinance which shall remain in full force and effect or the validity of its application to other persons or circumstances.

SECTION IV:

This ordinance shall become effective thirty (30) days after its passage. It shall be published once with the names of the members of the Board of Supervisors voting for and against the ordinance in a newspaper of general circulation published in the County of Colusa, State of California, within fifteen (15) days after its passage

Passed and adopted by the Board of Supervisors of the County of Colusa, State of California, on the 18th day of November 2025, by the following roll call vote:

AYES:

NOES:

ABSENT:

_____
Daurice K. Smith, Chair,
Colusa County Board of Supervisors

ATTEST: Josh Pack,
Clerk to the Board of Supervisors

_____
Patricia Rodriguez, Deputy Clerk

APPROVED AS TO FORM

_____
Richard Stout, County Counsel

Colusa County

Agenda Request Form

Item ID#: 2025-142 **Agenda Date:** 12/16/2025 **Item III.1**

HUMAN RESOURCES

Adopt the Revised Job Class Table Reflecting the Following Changes:

- Salary range adjustment for the Lieutenant classification, effective October 1, 2025.
- Correction of title: The Information Systems Technician classification was incorrectly listed as IT Technician due to a system error during the transition from FinPlus to UKG.

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 the revised Job Class Tables reflecting the following changes:

- Salary range adjustment for the Lieutenant classification from MGS10 ($7,326 - $12,012) to MGS12 ($7,698 - $12,620), effective October 1, 2025. This salary range was approved with the ratification of the Colusa County Management Coalition (Safety Unit) MOU on November 18, 2025.
- Correction of title: The Information Systems Technician classification was incorrectly listed as IT Technician due to a system error during the transition from FinPlus to UKG.

Prior Board Action
None.

Fiscal Impact/Funding Source
There are no costs associated with adopting the Job Class Table.

Action for the Clerk
None.

Attachments:

1. Job Class Approved 121625 Effective 100125

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
ACCOUNTING TECHNICIAN	MSC42	3,887	4,087	4,294	4,513	4,743	4,985	5,111	5,239	5,371	5,506	5,644	5,785	5,930	6,079	6,387	173.33
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 CLERK-RECORDER-REGISTRAR	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	173.33
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 DEPUTY DA	MGT39	9,937	10,442	10,972	11,529	12,112	12,725	13,043	13,369	13,703	14,045	14,396	14,756	15,125	15,503	16,287	162.50

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 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	173.33
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	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
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	173.33
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	173.33
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 PUBLIC WRKS/AIRPORT OPR I	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	173.33
DIRECTOR OF PUBLIC WRKS/AIRPORT OPR I	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
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

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
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
INFORMATION TECHNOLOGY ANALYST I	MSC40	5,699	5,989	6,293	6,612	6,947	7,300	7,483	7,670	7,862	8,059	8,261	8,468	8,680	8,897	9,348	162.50
INFORMATION TECHNOLOGY ANALYST II	MSC44	6,293	6,612	6,947	7,300	7,670	8,059	8,261	8,468	8,680	8,897	9,119	9,348	9,581	9,820	10,311	162.50
INFORMATION TECHNOLOGY 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
INFORMATION TECHNOLOGY SPECIALIST I	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
INFORMATION TECHNOLOGY SPECIALIST II	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	162.50
INFORMATION SYSTEMS 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	173.33
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	MGS12	7,698	8,088	8,499	8,930	9,382	9,858	10,105	10,358	10,617	10,882	11,154	11,433	11,719	12,012	12,620	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

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 I	MSC41	2,816	2,957	3,109	3,268	3,435	3,608	3,699	3,794	3,889	3,988	4,088	4,191	4,296	4,404	4,627	173.33
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 II	MSC43	3,109	3,266	3,430	3,602	3,783	3,973	4,073	4,175	4,280	4,387	4,497	4,610	4,726	4,844	5,087	173.33
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	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
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	173.33
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 AUTHORITY EMPLOYMENT COORD	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
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	CNF36	5,162	5,424	5,699	5,989	6,293	6,612	6,777	6,947	7,121	7,300	7,483	7,670	7,863	8,060	8,469	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
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

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 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	173.33
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 16.50/hour - 100/hour															162.50
PLANNING COMMISSIONER	FLAT	50.00/meeting															162.50

ELECTED OFFICIALS		BASE	5 YR*	10 YR*	15 YR*	YRATE											
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%

Colusa County

Agenda Request Form

Item ID#: 2025-187 **Agenda Date:** 12/16/2025 **Item III.2**

HUMAN RESOURCES

Approve Memorandum of Understanding (MOU's) with the **Colusa County Deputy Sheriff Association (DSA)**, effective October 1, 2025.

Detailed Description/Background of Request
Pursuant to the provisions of the Meyers-Milias-Brown Act (Government Code Sections 3500 Et seq.) and the Colusa County Personnel Rules, County representatives have met and conferred with representatives of the Colusa County Deputy Sheriffs Association (DSA) regarding the wages, hours, and working conditions of those County employees assigned to the DSA. These negotiations have resulted in a tentative agreement which has been ratified by the DSA membership. Draft Memoranda of Understanding ("MOU") with this bargaining unit is now being presented to the Board for consideration and final approval.

This agreement is consistent with the bargaining authority granted by the Board to its representatives in these negotiations. The overall "theme" of the agreements is to build upon previously adopted recruitment and retention strategies while working within the County's fiscal constraints. Collectively, they support the County's commitment to provide responsive, quality governmental services in a fiscally responsible manner. The agreement highlights are as follows (details of each provision are contained in the attached MOU):

- **Term:** 2 years beginning October 1, 2025, and ending September 30, 2027.

- **Salaries / Wages:** In lieu of a COLA in 2025 and 2026, members shall receive the following one-time lump sum payment to be issued no later than 30 days from the acceptance of the negotiated package:
    1. Employees with at least 12 months of service with the County shall receive a lump sum payment of $1500.
    2. Employees with less than one year of service with the County shall receive a lump sum payment of $750.
    3. The parties agree that these are one-time payments which do not meet the definition of compensation earnable, nor does it qualify as any applicable special compensation for CalPERS reporting purposes. The County will issue this payment as a separate check from normal wages.

- **Salaries / Bilingual Pay:** Adjust bilingual pay to recognize two levels of

proficiency. Qualified employees will receive the current rate of $80 per month for Level I (speaking only) and $100 per month for Level II (speaking, reading, and writing).

- **Out-of-Class Assignments:** Employees temporarily assigned to perform duties of a higher-level classification will receive a 5% pay differential for each day the higher-level duties are performed.

- **Holidays:** The County declares Christmas Eve and Juneteenth be added into the existing holiday schedule.

- **Holidays / Declared:** The County will recognize newly declared single-occurrence federal observances, commemorative days, or national moments of remembrance that are not designated as recurring federal holidays established by an act of Congress or Presidential proclamation that occurs after execution of this contract, provided the holiday is not designated as a permanent, recurring federal holiday observed, nationally. Permanent, recurring federal holidays must be bargained.

- **Vacation Leaves:** Employees may request conversion into cash payments of up to forty (40) hours of accrued vacation not more than once in a fiscal year or elect such cash conversion to be deposited into a deferred compensation account in the employee's name.

- **Vacation Leave / Medical and Family Leave**: Employees may choose to retain up to forty (40) hours of vacation while on approved Medical and Family Leave lasting more than three (3) days, allowing them to move into unpaid status before exhausting all vacation time. If no election is made, paid leave will run concurrently for the duration of the leave.

- **Health and Welfare / Cafeteria Plan:**

1. The County provides a Cafeteria Plan to all DSA Employees. At a minimum, the County Cafeteria Plan provides non-elective County contributions that may be used to pay all or a portion of the monthly premium for County-sponsored group health insurance, and the pre-tax payments of the employee share of County-sponsored group health insurance premiums. The County Cafeteria Plan also includes a Flexible Spending Account, a Health Reimbursement Account, and a Dependent Care Account into which employees may make pre-tax contributions through the execution of Salary Reduction Agreements. Participation in the County Cafeteria Plan shall be pursuant to the terms, conditions and restrictions of the Plan Administrator and shall be subject to the terms that follow.

2. Effective December 1, 2025 and each December 1st thereafter, for the term of this Agreement, the County will make non-elective contributions into the

Cafeteria Plan on behalf of each DSA Employee who is enrolled in the CalPERS medical plan pursuant to Section A.3., sufficient that when combined with the MEC totals the following:

1. For employees who are enrolled in employee only coverage, the County will contribute a total dollar amount sufficient that when combined with the MEC is the equivalent of the actual premium, for employee only coverage based upon CalPERS Gold Plan.

2. For employees who are enrolled in employee plus one coverage, the County will contribute a total dollar amount sufficient that when combined with the MEC is the equivalent of the actual premium, for employee plus one coverage based upon CalPERS Gold Plan.

3. For employees who are enrolled in family coverage, the County will contribute a total dollar amount sufficient that when combined with the MEC is the equivalent of the actual premium, for family coverage based upon CalPERS Gold Plan.

d. In the event an employee has excess County Cafeteria contributions (before or after AFLAC or Colonial), the dollar equivalent thereof shall be contributed to the employee's Health Reimbursement Account (HRA) to the extent allowable by law.

e. Upon expiration of the Agreement, County contributions shall remain at the 2027 contribution rates until such time as an alternative agreement is reached or alternative terms are imposed following the exhaustion of impasse and fact-finding procedures, if applicable.

- **Retirement – 457 Deferred Compensation Plans:** The County will increase the contribution by $30, $40, and $50, respectively, at each tier, which will allow for a maximum contribution from the County of one hundred dollars ($100.00) per month. To qualify for matching contributions, employees must contribute an amount equal to or greater than the plan minimum contribution.

  1. Employees with up to seven (7) years of County service, up to $60.00 per month.
  2. Employees with seven (7) to fifteen (15) years up to $80.00 per month.
  3. Employees with more than fifteen (15) years up to $100.00 per month.

- **Health Reimbursement Arrangement (HRA)**: The County will increase the contribution from $50 to $75 per month into individual qualified HRA accounts for each active employee.

- **Miscellaneous – Uniform Allowance**: An additional uniform allowance of

$300.00 per year shall be paid in arrears to members of the SOAR Team prorated by the number of months served that calendar year and shall be included in the January payroll check.

- **Housekeeping:** Each MOU includes non-economic, non-substantive clean-up language intended to correct typographical errors, clarify existing benefits and/or remove obsolete language, or to clean-up the Personnel Rules.

Prior Board Action
None.

Fiscal Impact/Funding Source
The approximate fiscal year 2025-26 cost of these MOUs will be approximately $359,784. Of this amount, about $335,958 will be charged to the General Fund. This expense is budgeted in the FY25-26 adopted budget contingencies account. Any expenses above funds in contingencies will be drawn from LATCF (Local Assistance and Tribal Consistency Funds) to cover those expenses.

The new cost in Fiscal Year 2026-27 will be approximately $325,706. Of this amount about $304,229 will be charged to the General Fund. The FY 2026-27 costs will be included in the budget.

The new cost in the first quarter of Fiscal Year 2027-28 will be approximately $81,430. Of this amount about $76,060 will be charged to the General Fund. The FY 2027-28 costs will be included in the budget.

Action for the Clerk
Obtain necessary signatures.

Attachments:
1. DSA MOU 2025-2027 FINAL DRAFT 12162025
2. DSA MOU 2025-2027 DRAFT REDLINES ACCEPTED 12162025

MEMORANDUM OF UNDERSTANDING

Between

THE COUNTY OF COLUSA

And

THE COLUSA COUNTY DEPUTY SHERIFFS' ASSOCIATION

TERM
October 1, 2025 – September 30, 2027

DRAFT

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PREAMBLE

This Agreement, hereafter referred to as the Agreement, is entered into by the COUNTY OF COLUSA, hereafter referred to as the County, and the COLUSA COUNTY DEPUTY SHERIFFS' ASSOCIATION, hereafter referred to as the Association or DSA, has as its purpose the promotion of harmonious labor relations between the County and the Association and contains the terms negotiated between the County and the Association concerning wages, benefits, hours of work, and other terms and conditions of employment.

ARTICLE I
RECOGNITION

A. Recognition

1. Pursuant to Government Code Section 3500, et seq., the County recognizes the Association as the exclusive representative for all employees of the Colusa County Sheriff's Office, the District Attorney Investigators, Probation Officers, Welfare Fraud Investigators, excluding the Sheriff, Assistant Sheriff, Sheriff's Chief Deputy, Captains, Lieutenants, Chief Probation Officer, Assistant Chief Probation Officer, Chief Deputy Probation Officer, and Fiscal Administrative Officer. Employees covered by this Agreement are referred to as "DSA Employees".

B. Safety Officer Positions Covered by this Agreement:

1. Correctional Corporal;
2. Correctional Officer;
3. D.A. Investigator;
4. Deputy Probation Officer;
5. Deputy Sheriff;
6. Probation Assistant;
7. Senior Probation Officer;
8. Sergeant

C. Non-safety Officer Positions Covered by this Agreement:

1. Animal Control Officer
2. Booking Clerk;
3. Chief Animal Control Officer;
4. Dispatch Supervisor;
5. Dispatcher;
6. Emergency Service Tech; and
7. Sheriff's Tech

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D. Bargaining Unit

1. The Human Resources Director shall not modify the DSA bargaining unit as allowed by current Personnel Rule 1.123; this provision does not limit the right of employees to seek modification of the bargaining unit as allowed by current Personnel Rule 1.123.8.

ARTICLE II
ASSOCIATION RIGHTS

A. Deduction of Dues

1. The County shall deduct DSA membership dues and any other agreed-upon payroll deductions to the extent permitted by law from the monthly pay of each bargaining unit employee in accordance with the procedures set forth herein.

a. Dues paying bargaining unit employees who have affirmatively consented to or authorized dues deductions shall be entitled to have dues deducted upon signing and filing with the DSA an authorization form provided by the Association. The DSA will notify the County of the employee's name and amount of dues to be withheld. The dues deduction form currently in use may continue to be utilized by the DSA.

b. The County agrees to direct each bargaining unit employee to the DSA in response to any questions or concerns about dues or any other mutually agreed payroll deduction.

c. The DSA is responsible for providing the County with timely information about changes to employee dues and any other lawful DSA-related payroll deductions.

d. Dues withheld by the County shall be transmitted monthly to the DSA officer designated in writing by the Association as the person authorized to receive the funds at the address specified.

e. A bargaining unit employee's earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the authorized DSA dues deductions. If a bargaining unit employee is in a non-pay status during only part of

the pay period and the salary is not sufficient to cover the full withholding, no deduction shall be made.

f. The DSA shall refund the County any amounts received in error upon presentation of supporting evidence from the County. The County will deduct and remit to the DSA any amounts which were not deducted in accordance with the procedures prescribed herein.

2. The County shall make payroll deductions in reliance on the DSA's certification that the Association has and will maintain an authorization signed by each employee who affirmatively consents to pay DSA membership dues. Similarly, the County shall only cancel or modify membership dues or any other mutually agreed payroll deduction for any bargaining unit employee in reliance on information provided by the DSA to the extent permitted by law.

3. The County shall not request that the DSA provide a copy of any bargaining unit employee's authorization unless a dispute arises about the existence or terms of the authorization.

4. The DSA shall indemnify, defend, protect and hold harmless the County and its elected and appointed officials, officers, employees, and agents from and against any and all claims, liabilities, losses, damages, fines, penalties, demands, suits, actions, causes of action, judgments, costs and expenses arising from the application of this section, including, but not limited to, any claims made by bargaining unit employees for the return of membership dues deducted by the County in reliance on the DSA's certification, and any claims made by any bargaining unit employees for any deduction cancellation or modification the County made in reliance on the information provided by the DSA.

5. The County shall deduct and transmit to the Association all authorized deductions from all members of the Association. Said deductions shall be automatically withheld from each member's monthly paycheck.

B. **Use of County Facilities – Access to Work Locations - Bulletin Boards**

1. The Association may use County conference rooms and similar building facilities for meetings with employees in the bargaining unit; may post material on bulletin boards; and may visit work locations to confer with its members regarding grievances or other business within the scope of representation or otherwise provided for within the Agreement.

C. Public Employee Communication

1. This provision applies to all new employees hired into the DSA bargaining unit positions and is intended to comply with Government Code sections 3555 et seq.

    a. The County will provide the DSA with not less than ten (10) calendar days' advance written notice of the time, date and location of all new employee orientation meetings, unless an urgent and unforeseeable need for a new employee orientation meeting precludes the County from providing the DSA with ten (10) calendar days' advance notice. The advance notice will include the number of DSA bargaining unit employees attending the orientation meetings. Notice will be made by way of email to the DSA President or another contact person designated by the DSA.

    b. Upon request, the DSA will be given up to fifteen (15) minutes as part of the new employee orientation meetings to present information to bargaining unit employees generally relating to the DSA's role as the bargaining units representative, DSA membership information, the rights and obligations created by the Agreement and County personnel rules, and to answer questions. One (1) DSA representative may present information to new employees. County representatives shall excuse themselves and not be present during the DSA's portion of the new employee orientation meetings.

    c. The DSA representative who presents information at new employee orientation meetings may do so while on duty without the loss of compensation, provided the DSA advises the Human Resources Director of the name of the employee who will be presenting information on behalf of the DSA at new employee orientation meetings.

    d. The County shall not disclose the date/time/place of new employee orientation to anyone other than those new employees and their departments, the DSA, and any vendors who are contracted to provide a service at new employee orientations.

2. Information Requirements – The County will provide the DSA with a digital file via email to the email address designated by the DSA containing the following information for each employee to the extent the County has the information on file:

    - Name
    - Job title
    - Work location
    - Personal telephone number (may be home or cellular as provided by employee)

- Home address
- Personal email addresses if provided by the employee and on file with the County (new hires only) unless the employee submits a written request to the County and the DSA to withhold disclosure of his/her personal email address

The above information will be provided as follows:

- For new hires, at the end of each month.
- Regularly for all bargaining unit employees every one hundred twenty (120) calendar days.

ARTICLE III
MANAGEMENT RIGHTS

A. Management Rights

1. It is the exclusive right of the County to determine the mission of each of its constituent departments, boards and commissions, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the exclusive right of the County to direct its employees, take disciplinary action for proper cause, relieve its employees from duty because of lack of work or for other legitimate reasons, and determine the methods, means and personnel by which the County's operations are to be conducted.

B. Emergency Action

1. It is also the right of the County to take whatever action the Board of Supervisors may deem necessary in any emergency situation pursuant to State Law.

C. Consultation

1. The exercise of such rights shall not preclude employees or their representatives from consulting with management representatives about the practical consequences that decisions on these matters may have on wages, hours, and other terms and conditions of employment.

ARTICLE IV
GENERAL PROVISIONS

A. Strikes and Lockouts

1. The Association agrees that during the term of this Agreement, neither it nor its officers, agents or members shall engage in, encourage, sanction, support or suggest any strikes,

work stoppages, slowdowns, or any other similar actions which would involve suspension of, or interference with, the normal work of the County.

2. The County will not lockout employees during the term of this Agreement.

B. No Reprisals

1. The County shall not interfere with or discriminate against any employee by reason of his or her membership in the DSA or activity approved by this Agreement, nor shall the County discourage membership in the DSA or encourage membership in any other employee organization.

2. The DSA recognizes its responsibility as the exclusive representative and agrees to represent all employees without discrimination, interference, restraint or coercion.

3. The provisions of this Agreement shall be applied equally to all employees without discrimination as to political opinion or affiliation, race, color, religious creed, sex, marital status, actual or perceived sexual orientation, age, national origin, military, or veteran status, genetic information, gender, gender identity, gender expression, medical condition, physical or mental disability.

C. Role in the County

1. DSA members are expected to support the Board and their Department Head's decisions and to model support for those decisions in their communications with their subordinate employees.

ARTICLE V
GRIEVANCE PROCEDURE

A. Grievance Procedures

1. Except as modified below, the current Grievance Procedure, Policy 305 of the County Code shall apply to DSA:

   a. All references in current Grievance Procedure, Policy 305 to an employee's rights shall also be read to include the DSA.

B. Binding Arbitration

1. If a request for a hearing is received pursuant to current Grievance Procedure, Policy 305 §VII(B)(4), the County agrees to submit the matter to final and binding arbitration. The request for binding arbitration may be made only by the Association. Such arbitration shall be accomplished by a single arbitrator. The arbitrator shall be selected by alternating striking of names from a list of seven provided by the State Conciliation and Mediation Services. The cost of binding arbitration shall be borne equally by the County and DSA.

ARTICLE VI
HOURS OF WORK AND OVERTIME

A. Work Period

1. Safety Officers

Effective February 26, 2023 all Safety Officers shall work a 40-hour work week commencing at 12:00 ~~am~~ A.M. on Sunday and ending at 11:59 ~~pm~~ P.M. on Saturday. Employees shall be paid 1/12 of their annual salary monthly with periodic adjustments based on assignments and for any time worked in excess of 40 hours in a seven-day segment.

2. Non-Safety Employees

a. All non-safety employees in the Unit shall work a 40-hour work week commencing at 12:00 A.M. on Sunday and ending at 11:59 P.M. on Saturday, unless modified, as allowed by current Colusa County Personnel Rules.

3. Voluntary Supplemental Law Enforcement

a. Voluntary supplemental law enforcement support work for agencies other than Colusa County shall be paid at the rate of 1.5 times the employee's regular hourly rate for each hour worked, which time shall not be calculated for reaching the threshold of overtime as time worked during the work period for the County.

B. Overtime

1. Overtime for employees covered by this Agreement shall be as specified in Colusa County Personnel Rules 1.107.1 Sections "l" through "t", for all hours actually worked except:

a. Safety Officers shall be compensated at the rate of one and one-half (1.5) times

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their regular rate of pay per hour for each hour worked in excess of forty (40) hours in a seven (7) day segment within the one hundred and sixty (160) hour work period; and

b. At any bargaining unit member's election, hours worked in excess of forty (40) hours per week or forty (40) hours in any seven-day segment in a twenty eight (28)-day (160 hours) work period can be compensated as compensatory time off ("CTO") calculated at the rate of one and one-half (1.5) times the number of overtime hours worked or as premium pay at the rate of 1.5 times the employee's regular rate of pay subject to the following:

1) CTO banks shall be capped at 80 hours;

2) CTO is paid at an employee's regular rate of pay at the time the CTO is cashed out;

3) Employees remaining CTO balances shall be cashed out on December 31 each year; and

4) All accumulated CTO shall be cashed out upon separation from County employment.

C. Substitute Work

1. Subject to the provisions of Section 207(p)(3) of the Fair Labor Standards Act, Section 553.31 (a) of the Code of Federal Regulations and the limitations set forth in the Sheriff's Department Substitute Work Policy (See Appendix A), DSA Employees may engage in substitute work with other, similarly qualified employees. The hours an employee works as a substitute shall be excluded in the calculation of the hours for which the employee is entitled to overtime.

2. Should the law change requiring the payment of overtime compensation for substitute work, this provision and the Sheriff's Department Substitute Work Policy shall be automatically canceled and the parties will meet and confer regarding a substitute Agreement provision/policy.

ARTICLE VII
SALARIES

A. Salaries

1. In lieu of a COLA in 2025 and 2026, members shall receive the following one-time lump sum payment to be issued no later than 30 days from the acceptance of the negotiated package:

- Employees with at least 12 months of service with the County shall receive a lump sum payment of $1500.

- Employees with less than one year of service with the County shall receive a lump sum payment of $750.

The parties agree that these are one-time payments which do not meet the definition of compensation earnable nor does it qualify as any applicable special compensation for CalPERS reporting purposes. The County will issue this payment as a separate check from normal wages.

2. Re-Opener Clause: The County and DSA shall agree to reopen negotiations limited to discussions regarding salary increases and lump sum payments only no later than September 1, 2026.

B. Night Differential Pay

1. For employees covered by this Agreement, Night Differential Pay, which may be provided pursuant to pursuant to Personnel Rule 1.107.1(k) of the Colusa County Personnel Rules is $1.50 per hour, provided that employees called into work shall not be eligible for night differential pay.

C. Bilingual Pay

1. Bilingual Pay of $80.00 per month shall be paid to those qualified employees in positions where the County receives a benefit from the employee's ability in the second language. Effective December 1, 2025, qualified employees will receive bilingual pay based on their level of proficiency. Level I (speaking only) will be eligible for $80 per month and Level II (speaking, reading & writing) will be eligible for $100 per month.

2. The determination of County benefit shall be based on the Department Head's recommendation and approval of the Human Resources Director provided that such approval shall not be unreasonably withheld. Qualification shall be based on passing an approved language proficiency test modeled on the CHP proficiency test ("Test") and demonstrated proficiency in speaking, understanding, writing and reading the language.

   Employees currently receiving bilingual pay will be placed in a tier based on current test scores. If the original test is not available, an assessment will need to be completed; the employee will remain at Level I until the assessment takes place. For employees whose assessment cannot be completed by December 1,

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2025, any resulting adjustment in pay will be retroactive to December 1, 2025 for those employees only.

D. Standby/Call-In Pay

1. Employees of the Sheriff's Office and in Probation, as designated by the Sheriff or Chief Probation Officer, who are required to remain on call for emergency work shall be paid Two dollars and fifty cents ($2.50) per hour whether or not he/she is called to work.

2. Employees shall be credited with a minimum of three (3) hours on any occasion that they are called back to work at the request or order of the County or by virtue of compelled attendance in Court proceedings.

3. If called back to work, an employee may elect “CTO” or to be paid premium pay for hours worked at one and one-half (1.5) times his/her regular pay rate with a guaranteed minimum of three (3) hours; except on holidays the rate of one and one-half (1.5) times his/her regular pay rate shall be paid for time in addition to the paid holiday with the guaranteed three (3) hour minimum.

E. Officer in Charge Compensation

1. The County agrees to pay any deputy who is in the position of "Officer in Charge" ten percent (10%) differential for those hours worked when there is no higher-ranking supervisor actually on duty and working. Such officer in charge compensation shall be paid by shift to any deputy serving in such capacity for a minimum of four (4) hours in any one shift.

F. Detective Compensation

1. The County agrees to pay any deputy or sergeant who is assigned, by the Sheriff, the duties of Detective five percent (5%) differential for working in that capacity. It is the intent of both parties that such assignments are at the discretion of the Sheriff and that the differential pay of five percent (5%) shall be eliminated at reassignment.

G. Drug Enforcement Compensation

1. The County agrees to pay any employee who is assigned, by the Sheriff or Chief Probation Officer, the duties of Drug Enforcement personnel five percent (5%) differential for working in that capacity. It is the intent of both parties that such assignments are at the discretion of the Sheriff or Chief Probation Officer and that the differential pay of five percent (5%) shall be eliminated at reassignment. Any personnel assigned to a Drug Enforcement assignment on a less than full time (100%)

basis shall be compensated on a pro-rata rate to the amount of time spent in the Drug Enforcement assignment.

H. Stonyford Resident Deputy Compensation

1. The County agrees to pay any employee who is assigned, by the Sheriff, the duties of Stonyford Resident Deputy ten percent (10%) differential for working in that capacity. It is the intent of both parties that such assignments are at the discretion of the Sheriff and that the differential pay of ten percent (10%) shall be eliminated at reassignment. Further this differential pay is not intended to be paid to personnel assigned shift duty in the Stonyford area. Such pay shall be paid only to those Deputies assigned as the Stonyford Resident Deputy who actually reside in the community.

I. SOAR Team Compensation

1. The County agrees to pay any employee who is assigned, by the Sheriff, the duties of SOAR two-and-one-half percent (2.5%) differential for working in that capacity. It is the intent of both parties that such assignments are at the discretion of the Sheriff and that the differential pay of two-and-one-half percent (2.5%) shall be eliminated at reassignment. Any personnel assigned to a SOAR assignment on a less than full time (100%) basis shall be compensated on a pro-rata rate to the amount of time spent in the SOAR assignment.

J. Field Training Officer Compensation

1. The County agrees to pay any employee who is assigned by the Sheriff, the duties of a “Field Training Officer” seven percent (7%) differential for those hours worked in that capacity. It is the intent of both parties that such assignments are at the discretion of the Sheriff. Such compensation shall be based on the employee’s base rate of pay, but shall not include any other compensation.

K. Post Incentive Compensation

1. The County agrees to pay additional compensation to those sworn employees and dispatchers covered by this Agreement for the successful completion of POST Intermediate and Advanced programs. Such compensation shall be based on the employee’s base rate of pay. The additional compensation shall be paid at the following percentage of base pay, with no employee receiving more than a maximum of five percent (5%).

    a. Intermediate POST: Two and one-half percent (2.5%)
    b. Advanced POST: Five percent (5.0%)

2. The effective date of the POST Incentive Pay shall be the first of the month in which all required documentation is provided to the Human Resources Department. POST Incentive Pay shall not be paid retroactively.

L. Educational Incentive Pay

1. The County agrees to pay additional compensation to qualifying employees covered by this Agreement for Educational Incentive Pay. Such compensation shall be based on the employee's base rate of pay. The additional compensation shall be at the following percentage of base pay and may not accumulate. No employee shall receive more than a total of five percent (5%) for Educational Incentive Pay.

    a. Associates Degree – AA/AS Two and one-half percent (2.5%)
    b. Bachelor's Degree – BA/BS Five percent (5%)

2. Employees possessing multiple degrees are ineligible for additional compensation in excess of Educational Incentive Pay as outlined above.

3. Educational Degrees do not have to be directly job-related. However, in order to qualify for Educational Incentive Pay, employee must receive prior written approval from their Department Head stating that the Associates or Bachelor's Degree benefits the Department and County.

4. Employee must provide certified documentation from an accredited college substantiating the college degree.

5. Department Head written approval and college certification must be submitted to the Human Resources Department prior to implementation of the Educational Incentive Pay. The effective date of the incentive pay shall be the first of the month in which all required documentation is provided to the Human Resources Department. Incentive pay shall not be paid retroactively.

6. Employees required to have, or to attain, a degree as a condition of their employment shall not qualify for the Educational Incentive Pay.

7. Employees allowed to have the equivalent of a degree, instead of the actual degree, as a condition of their employment shall not qualify for the Educational Incentive Pay.

M. Salary Administration

1. Except as set forth below, the current Personnel Rule 1.102.2 shall apply to DSA.

    a. Current Personnel Rule 1.105(i) and Personnel Rule 1.105(i)(1) shall be construed

to read with the exception of peace officers to the extent a right of appeal is provided by the Public Safety Officers Procedural Bill of Rights.

b. Current Personnel Rule 1.111(a)(1) shall be construed to read "in no event less than 10% more than the employee was paid in the former position."

N. Temporary Promotion

1. Employees who are temporarily promoted pursuant to this section and are also eligible for a merit increase in their permanent job classification shall be eligible for the merit increase while serving in the temporary promotion and their temporary promotional pay shall be adjusted to reflect the merit increase, if granted.

2. In the event a temporarily promoted employee receives a regular promotion to the vacant position without any lapse in time between the temporary promotion and the regular promotion, the employee's, time from the first day of temporary promotion shall count as service in the higher-level position for purposes of merit advancement in the higher salary range.

3. Upon termination of a temporary promotion, the temporarily promoted employee shall be restored to their prior permanent position as if the employee had never left.

O. Out of Class Assignments

An employee may be requested to perform an out of class assignment for a limited duration. Employees assigned to perform clearly established duties of a higher-level position or classification shall receive out of class pay equal to 5% of their base pay for each day they perform the higher-level duties. Employees are not required to assume all duties of the higher-level position or classification to receive out of class pay. Out of class pay pursuant to this section is not reportable to CalPERS and is not considered as part of the CalPERS retirement benefit calculation.

ARTICLE VIII
HOLIDAYS

A. Holidays

1. Employees covered by this Agreement are entitled to the paid holidays listed below and specified in §1.108.2(f) of the current Colusa County Personnel Rules, which shall be considered to fall on the day-of-the-week designated as the day of celebration by the Board, unless they work, in which case paragraph "C" below controls.

2. To take time off work for holidays or be compensated, the County recognizes the following holidays:

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- January 1st, known as “New Year’s Day.”
- The third Monday in January, known as “Martin Luther King, Jr. Day.”
- February 12th, known as “Lincoln Day.”
- The third Monday in February, known as “Presidents’ Day.”
- March 31st, known as “Cesar Chavez Day.”
- The last Monday in May, known as “Memorial Day.”
- June 19th, known as “Juneteenth”
- July 4th, known as “Independence Day.”
- The first Monday in September, known as “Labor Day.”
- The second Monday in October, known as “Columbus Day.”
- November 11th, known as “Veterans Day.”
- The fourth Thursday of November, known as “Thanksgiving Day.”
- The day after Thanksgiving.
- December 24th, known as “Christmas Eve.”
- December 25th, known as “Christmas Day.”

1) If any of the holidays recognized by the county falls on a Saturday, the preceding Friday will be a holiday.

2) If any of the holidays falls on a Sunday, the following Monday will be a holiday.

B. Floating Holiday

1. Effective January 1, 2013 and each January 1 thereafter, DSA Employees will accrue one (1) floating holiday, which subject to supervisory/management scheduling approval, may be taken on a day of the employee’s choosing. Floating holidays will not accumulate from year-to-year and shall have no cash-out value. Floating holidays

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not taken by December 31 each year shall be lost.

C. Compensation for Holidays Worked

1. Employees who work on any of the days designated as holidays as specified in current §1.108.2(f) of the Colusa County Personnel Rules shall be paid as their full compensation for working on a holiday two (2) times their regular hourly rate for each hour worked with no additional pay for the holiday. Except:

   a. Safety Officers and Dispatchers scheduled to work on a holiday shall be paid straight time for the hours worked with no premium pay.

   b. Safety Officers and Dispatchers scheduled to work on a holiday may take accumulated compensatory time or vacation time off in lieu of working.

D. Holiday In-Lieu Pay

1. Biannually in June and November, Safety Officers and Dispatchers subject to this Agreement shall receive a check equal to straight-time pay for the holidays designated in the current Colusa County Personnel Rules in the months preceding the issuance of each check. Holiday Pay shall not be paid for the holiday discussed in paragraph B of this section.

E. Exceptions to Holiday Pay Provisions

1. This section does not apply to employees on standby who are called in to work in an emergency situation whose pay rate is governed by Article VII Paragraph D of this Agreement.

2. If an employee resigns and the last day worked is the day before a holiday, the employee shall not be paid for the holiday.

3. Temporary, extra help, limited term and seasonal employees required to work on a holiday shall be paid the regular rate of pay established for their positions. Determination of eligibility for holiday time off shall be based on a pro-rata percentage of the hours worked to full-time employment.

4. If an employee is on a leave of absence without pay, the employee shall not be paid for holidays.

F. Holiday Exchange (Cesar Chavez Day)

1. Employees covered by this Association shall annually exchange March 31, known as

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"Cesar Chavez Day" for December 26, the day after Christmas.

G. Newly Declared Federal Holidays

The County will recognize any newly declared single-occurrence federal observances, commemorative days, or national moments of remembrance that are not designated as recurring federal holidays established by an act of Congress or Presidential proclamation that occurs after ratification of this MOU, provided the holiday is not designated as a permanent, recurring federal holiday observed nationally. Permanent, recurring federal holidays must be bargained.

The County will provide employees the day off with pay in observance of any such newly declared federal observances, under the following conditions:

1. **Scope**: This provision applies only to federal holidays declared after ratification of this MOU. It does not apply retroactively to holidays declared or observed prior to this date.

2. **Holiday Scheduling**: The recognized single-occurrence federal observance, commemorative day, or national moment of remembrance that are not designated as recurring federal holidays will be observed in the same manner as other fixed-date or floating holidays already recognized by the County.

3. **Board Approval**: In recognition that federally declared observances, commemorative days, or national moments of remembrance are frequently announced with minimal advance notice, such declarations shall be deemed to carry the implicit approval of the Board of Supervisors, and no additional Board action shall be required.

ARTICLE IX
LEAVES

A. Vacation

1. Employees covered by this Agreement are entitled to Vacation Leave with pay as provided in §1.108.2(a) et seq. of the Colusa County Personnel Rules. (NOTE: the following language in this section Article VII, A, 1-12 will be removed upon incorporation into the Personnel Rules).

    1) The County vacation leave with pay plan functions under an accrual and usage plan (the plan). Under the plan, vacation will be earned and credited on a monthly-basis

2) Employees are encouraged and expected to use all vacation in the year in which credited;

3) Vacation shall be used in no less than fifteen-minute increments;
   a) Only accrued leave can be used. If there is no leave on the books, it cannot be used.

4) Vacation must be scheduled in advance, subject to pre-approval by the employee's supervisor;

5) Appointing authorities are charged with actively managing the vacation usage of their employees, to ensure vacation is used in accordance with this section;

6) Vacation shall accrue on an hourly basis, based on an employee's anniversary date. An employee may accumulate a maximum of 1.5 times their annual accrual. An employee who accumulates vacation in excess of the maximum allowable hours will stop accruing vacation until their accumulated vacation hours fall below the maximum allowed.

7) Vacation shall accrue and may be accumulated at the following rates:

Time in Service	Annual Vacation	Monthly Accrual 37.5-hour week	Monthly Accrual 40-hour week	Maximum Accumulation 37.5-hour week	Maximum Accumulation 40-hour week
0 through 3 yrs.	0 – 10 days	6.25 hours	6.666 hours	112.50 hours	120.00 hours
4 through 7 yrs.	15 days	9.375 hours	10.000 hours	168.75 hours	180.00 hours
8 through 11 yrs.	20 days	12.500 hours	13.333 hours	225.00 hours	240.00 hours
12+ yrs.	25 days	15.625 hours	16.666 hours	281.25 hours	300.00 hours

8) Vacation hours accumulated by an employee before January 1, 2009, will be carried forward in a separate employee vacation account, which may be referenced as the "pre-2009 vacation account," subject to the following:

   a) Effective January 1, 2014, the value of each vacation hour included in an employee's pre-2009 vacation account will be calculated at the employee's current hourly rate of pay and will be frozen at that amount.

   b) If, subsequent to January 1, 2014, an employee takes vacation-time off using vacation hours credited to the pre-2009 vacation account, they will be granted vacation time off on an hour-for-hour basis, without regard for their current rate of pay.

9) Legal holidays occurring during vacation leave will not be charged as vacation leave but as a holiday;

10) Employees may request conversion into cash payments of up to forty (40) hours of accrued vacation not more than once in a fiscal year. Employees may also elect such cash conversion to be deposited into a deferred compensation account in the employee's name. Employees must retain a minimum of forty (40) hours in their leave bank to make a conversion request.

11) Part-time employees shall accrue and may accumulate vacation leave on a pro-rata basis equal to their prorated service time and their prorated hours worked;

12) Upon termination, the employee or their estate will be paid the monetary value of the earned unused vacation in the employee's vacation account.

13) Starting from the first complete pay period after October 1, 2023, all employees will be able to include their previous public service experience for calculating vacation accrual. Verifiable experience is counted in complete years (equivalent to twelve [12] months). Each employee shall be credited for the purpose of accrual, with years of service at other public agencies on a year for year basis. The maximum vacation allowance will correspondingly align with the updated years of service for vacation.

2. Safety officers who due to emergency situations, verified in writing by their Department Heads, are stopped from taking their planned vacation in the last three months of any year, may carry forward the time scheduled for the planned vacation provided they reduce the number of days in excess of their maximum accrual by April 1.

B. Sick Leave

1. Employees covered by this Agreement are entitled to accrue, accumulate and use Sick Leave with pay as provided in §1.108.2(b) et seq. of the Colusa County Personnel Rules except as follows:

   a. Effective January 1, 2017, each County employee who separates from County service will be compensated for unused sick leave based on the formula specified in §1.108.2(b) et seq. of the Colusa County Personnel Rules except that:

      1) Employees who separate from County service for any reason with unused sick leave that was accrued and accumulated before December 31, 2009 may choose to receive the entire amount owed in cash pursuant to §1.108.2(b) et seq. of the Colusa County Personnel Rules or may choose to have the entire amount owed deposited into a county offered IRC 457 Plan subject to the limitations of such Plan.

b. Effective January 1, 2017, employees who retire from County service with unused sick leave that was accrued and accumulated after December 31, 2009 will be compensated based on the formula and conditions which follow:

1) An employee who retires with at least fifteen years of Colusa County service and a minimum combined (old bank plus new bank) sick leave balance of 200 hours at the time of retirement will receive an amount equal to twenty-five percent (25%) of his/her current base hourly salary for all qualified hours.

2) An employee who retires with at least twenty years of Colusa County service and a minimum combined (old bank plus new bank) sick leave balance of 250 hours at the time of retirement will receive an amount equal to fifty percent (50%) of his/her current base hourly salary for all qualified hours.

3) An employee who retires with at least twenty-five years of Colusa County service and a minimum combined (old bank plus new bank) sick leave balance of 300 hours at the time of retirement will receive an amount equal to seventy-five percent (75%) of his/her current base hourly salary for all qualified hours.

4) An employee who retires with at least thirty years of Colusa County service and a minimum combined (old bank plus new bank) sick leave balance of 350 hours at the time of retirement will receive an amount equal to one hundred percent (100%) of his/her current base hourly salary for all qualified hours.

5) Except as provided below, employees who are compensated for unused sick leave pursuant to paragraphs ~~c~~b.1) through ~~c~~b.4) above will have the entire amount deposited into the County-sponsored Health Reimbursement Arrangement on their behalf.

6) Nothing in this Section will be construed to limit a Safety Member's right to apply unused sick leave toward CalPERS service credit pursuant to Article XI, Section A. 2.c. of this Agreement provided that the exercise of the sick leave service credit option will not result in the pyramiding of sick leave compensation benefits provided pursuant to this Section.

C. Bereavement Leave

1. Bereavement leave will be granted in the case of death in the immediate family of the employee or spouse pursuant to Colusa County Personnel Rules 1.108.2(d).

D. Jury Duty or Court Witness

1. Employees who are required to serve on jury duty shall receive full pay, but shall remit to the County any compensation, except reimbursement for parking, meals, mileage or lodging which may be received for such service.

2. An employee required to appear as a witness in a court or administrative proceeding which involves the County or County business shall receive full pay for the day(s), but shall remit to the County any witness fees, including fees received as an expert witness, except reimbursement for parking, meals, mileage or lodging which may be received for such service.

E. Education Leave

1. Upon the recommendation of the department head, the Board of Supervisors may grant an employee up to nine (9) months of educational leave without pay. The department head shall consider the following criteria in making recommendation to the Board to grant educational leave. Whether:

   a. Education or training shall increase on-the-job skills; and

   b. Education or training shall increase the employee's qualifications for promotion; and

   c. The employee indicates a desire to make County employment a career; and

   d. The employee has demonstrated high motivation for self-improvement; and

   e. The employee has shown indications of superior work performance in present position; and

   f. The employee has shown evidence of promotional potential indicating the capacity to perform in a more responsible position; and

   g. The employee has shown potential, motivation and suitability for further educational opportunity.

F. Release Time for DSA Board of Directors' Meetings

1. Employees who are serving on the Board of Directors for the Association may receive one-hour release time per month to attend DSA Board of Directors' meetings, providing there is no additional cost to the Department, such as overtime to cover for the member of the Board of Directors, etc.

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G. All Leaves Recognized by Law

1. Pursuant to Current Colusa County Personnel Rules §1.108.3 employees covered by this Agreement may take any leave recognized by law including but not limited to military leave, medical leave, pregnancy disability leave, paternal leave, leave to care for a family member, domestic violence leave, and school activities leave. Information on the requirements for these leaves may be obtained from the Human Resources Department.

2. Employees covered by this Agreement, solely at their option, may elect to retain up to forty (40) hours of accrued vacation leave while on a Medical and Family Leave lasting longer than three (3) days and be placed in leave without pay status prior to exhausting all accrued vacation leave. Unless the employee notifies the County of the election to retain vacation leave at the time of Medical and Family Leave, all paid leave will run concurrently for the entire Medical and Family Leave and must be exhausted prior to leave without pay. The County's Medical and Family Leave Policy (Policy #308) and Personnel Rule§1.108 of the Colusa County Personnel Rules shall be interpreted and applied in a manner consistent with this provision.

ARTICLE X
HEALTH AND WELFARE

The County provides the health and welfare benefits identified in §1.107.2 of the Colusa County Personnel Rules to all bargaining unit employees subject to the terms which follow:

A. Medical Insurance

1. Except as provided in Section H, below the County will contract with the Public Employees' Retirement System (CalPERS) for the purpose of providing medical insurance benefits for active employees in accordance with the Public Employees Medical and Hospital Care Act ("PEMHCA") and eligible retired employees. Eligibility of active and retired employees and the dependents of active and retired employees to participate in this program shall be in accordance with regulations promulgated by CalPERS.

2. Pursuant to government code section 22892 (a) the County will contribute the statutory minimum employer contribution (MEC) on behalf of each active employee and each retiree who subscribes for coverage.

3. Except as provided herein, DSA Employees shall purchase medical insurance through the CalPERS Medical Program.

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a. DSA Employees who have alternative medical insurance coverage from another source, which provides “Minimum Essential Coverage” as that term is defined by the agencies responsible for the administration of the Affordable Care Act, may, by providing written proof of such alternative coverage to the County, opt out of the CalPERS Medical Program. Employees who opt out of the CalPERS Medical Program shall be required to provide written confirmation of alternative Minimum Essential Coverage annually thereafter, during the CalPERS open enrollment period. If such confirmation is not provided, the employee shall be required to enroll in the CalPERS Medical Program.

B. Dental Insurance

1. The County will continue to make dental insurance available to active employees and the eligible dependents of active employees through the County sponsored dental plan(s). Effective January 1, 2021 the County will offer a new Dental HMO option in addition to existing County sponsored dental plan. The County’s contributions toward such dental insurance shall be capped at $45.00 per month.

2. Except as provided herein, DSA Employees shall be required to purchase dental insurance through the County sponsored plan. DSA Employees who have dental insurance coverage from another source may, by providing written proof of such alternative coverage to the County, opt out of the dental plan. Employees who opt out of the dental plan shall be required to provide written confirmation of alternative coverage annually thereafter, during the dental plan open enrollment period. If such confirmation is not provided, the employee shall be required to enroll in the dental plan.

    a. Employees who were hired prior to January 1, 2013 and who opt out of the dental plan pursuant to Section B.2. above, shall be provided a $45.00 per month cash-in-lieu benefit which the employee may deposit into an appropriate account within the County Cafeteria Plan or may be taken as a cash payment that will be applied to the employee’s monthly paycheck. Amounts taken as cash will be treated as taxable income.

C. Cafeteria Plan

1. The County provides a Cafeteria Plan to all DSA Employees. At a minimum, the County Cafeteria Plan provides non-elective County contributions that may be used to pay all or a portion of the monthly premium for County-sponsored group health insurance, and the pre-tax payments of the employee share of County-sponsored group health insurance premiums. The County Cafeteria Plan also includes a Flexible Spending Account, a Health Reimbursement Account, and a Dependent Care Account into which employees may make pre-tax contributions

through the execution of Salary Reduction Agreements. Participation in the County Cafeteria Plan shall be pursuant to the terms, conditions and restrictions of the Plan Administrator and shall be subject to the terms that follow.

2. Effective December 1, 202~~3~~5 and each December 1st thereafter for the term of this agreement, the County will make non-elective contributions into the Cafeteria Plan on behalf of each DSA Employee who is enrolled in the CalPERS medical plan pursuant to Section A.3., sufficient that when combined with the MEC totals the following:

   a. For employees who are enrolled in employee only coverage, the County will contribute a total dollar amount sufficient that when combined with the MEC is the equivalent of the actual premium, for employee-only coverage based upon the CalPERS Gold Plan.

   b. For employees who are enrolled in employee plus one coverage, the County will contribute a total dollar amount sufficient that when combined with the MEC is the equivalent of the actual premium, for employee plus one coverage based upon the CalPERS Gold Plan.

   c. For employees who are enrolled in family coverage, the County will contribute a total dollar amount sufficient that when combined with the MEC is the equivalent of the actual premium, for family coverage based upon CalPERS Gold Plan.

   d. In the event an employee has excess County Cafeteria contributions (before or after AFLAC or Colonial), the dollar equivalent thereof shall be contributed to the employee's Health Reimbursement Account (HRA) to the extent allowable by law.

   e. Upon expiration of the Agreement, County contributions shall remain at the 202~~5~~7 contribution rates until such time as an alternative agreement is reached or alternative terms are imposed following the exhaustion of impasse and fact-finding procedures, if applicable.

D. ~~Medical~~ Cash-in-Lieu of Medical Coverage

1. Subject to Section D.2 below, employees who, pursuant to Section A.3.a. above, elect not to receive County-sponsored CalPERS health benefits, the County will provide monthly cash In-lieu benefit which the employee may deposit into an appropriate account within the County Cafeteria Plan or may be taken as a cash payment that will be applied to the employee's monthly paycheck. Amounts taken as cash will be treated as taxable income.

a. Employees hired prior to January 1, 2013 and who qualify for the above-described cash In-lieu benefit shall receive $715 per month.

b. Employees hired after December 31, 2012 and who qualify for the above-described cash In-lieu benefit shall receive $300 per month.

2. It is specifically understood that the cash In-lieu benefits provided pursuant to this Agreement are subject to compliance with the Health Care Provision requirements detailed in Section I, below.

E. Part Time Employees

1. Part time employees regularly scheduled to work twenty (20) or more, but fewer than thirty (30) hours a week will be eligible for the health, dental, vision and Cafeteria Plan benefits appropriate to their hire-date equal to the pro rata relationship between the hours regularly scheduled to work and full time. Benefits for employees who are regularly scheduled to work thirty (30) hours or more per week will not be prorated.

   a. Part time employees regularly scheduled to work twenty (20) hours or more but fewer than thirty (30) hours each week are not required to accept county-sponsored health benefits and are not eligible for cash-in-lieu benefits.

   b. Part time employees regularly scheduled to work thirty (30) hours or more each week are subject to the provisions of Section A.3. above, and may be eligible for cash-in-lieu benefits if they satisfy the requirements of Section A.3.a.

F. Vision Care and Employee Assistance Plans

1. Vision insurance shall be provided in accordance with the Vision Plan and shall include at a minimum an annual examination and the replacement of lenses and frames every twelve (12) months. The County will contribute one-hundred percent (100%) of the monthly premium for employee-only coverage. Employees may enroll eligible family members at the employee's expense and subject to the rules of the insurance provider.

2. The County shall provide to each DSA Employee an Employee Assistance Plan that includes up to six (6) visits during each calendar year with a designated Health Care Provider. Such Employee Assistance shall be strictly confidential and the employee need only show proof of employment with Colusa County to receive this benefit.

G. Health Reimbursement Arrangement

1. The County will make an IRS qualified Health Reimbursement Arrangement ("HRA") available for eligible DSA Employees who retire from the County and enroll in the County-Sponsored Health Plan. Subject to the conditions described below, the County will make monthly contributions into the HRA on behalf of each eligible retiree.

    a. For employees hired before January 1, 2013 and who retired prior to the execution of this Agreement, the County will continue to contribute $128.26 per month to the retiree's HRA. This retiree HRA contribution is separate from and in addition to the PEMHCA Minimum Employer Contribution (MEC).

    b. For employees hired before January 1, 2013 and who retire following the execution of this Agreement, the County will contribute $128.26 per month, less any future increases to the MEC, to the retiree's HRA, so that the combination of the MEC and the retiree HRA contribution shall not exceed nor be less than $267.26. This retiree HRA contribution is separate from the MEC.

    c. Employees hired after January 1, 2013 and who subsequently retire are not eligible for the $128.26 retiree HRA contribution provided herein. Such retirees receive only the MEC.

2. Effective October 1, 2025, the County will contribute $~~50~~75 per month into individual IRS qualified Health Reimbursement Arrangement (HRA) accounts for each active employee. This contribution is in addition to any excess cafeteria funds. Employees will be responsible for any administrative fees associated with their HRA account. Upon retirement the remaining balance of an active employee's HRA will be rolled into the employee's retiree HRA.

H. Compliance with Health Care Provision Requirements

1. It is the intent of the Parties to comply with legislative and regulatory requirements for the provision of health care. If, during the term of this Agreement, it is determined that the County is out of compliance with any health care related mandate or mandates, the County will take the steps necessary to comply.

2. Before acting pursuant to paragraph 1 above, the County will notify the Association of the issue and the County's intended action. At the request of the Association, County representatives will meet with Association representatives before acting. If the actions are deemed necessary to comply with legislative and regulatory health care requirements for the provision of health care, the County and the Association will meet and confer regarding such impacts.

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ARTICLE XI
RETIREMENT

A. Retirement Plans

CalPERS Retirement

The County's contract with CalPERS provides the following retirement benefits. CalPERS determines an employee's member level as classic or new.

1. Tier 1 – Retirement benefits for classic members hired on or prior to December 31, 2012 shall receive the following CalPERS benefits.

   a) Safety
      - CalPERS 3% @ 50 retirement formula
      - Single highest year compensation
      - Employee shall pay the nine percent (9%) member contribution, plus an additional three percent (3%) of the employer's contribution, for a total of twelve percent (12%). (See Article XI (B) below)

   b) Miscellaneous
      - 3% @ 60 retirement formula
      - Single highest year compensation
      - Employee shall pay the 8% member contribution

2. Tier 2 - New members, as defined by CalPERS, hired on or after January 1, 2013 through September 30, 2016, shall receive the following CalPERS benefits.

   a) Safety
      - 2.7% @ 57 retirement formula
      - Three-year average of final compensation
      - Employee shall pay 50% of the normal cost as determined by CalPERS

   b) Miscellaneous
      - 2% @ 62 retirement formula
      - Three-year average of final compensation
      - Employee shall pay 50% of the normal cost as determined by CalPERS

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3. Tier 3 - New members, as defined by CalPERS, hired on or after October 1, 2016, shall receive the following CalPERS benefits.

   a) Safety
      - 2.5% @ 57 retirement formula
      - Three-year average of final compensation
      - Employee shall pay 50% of the normal cost as determined by CalPERS

   b) Miscellaneous
      - 2% @ 62 retirement formula
      - Three-year average of final compensation
      - Employee shall pay 50% of the normal cost as determined by CalPERS

To the extent allowable by CalPERS, the County will continue to provide the optional retirement enhancement,

- Military Service Credit as Public Service for Miscellaneous and Safety employees pursuant to Government Code Section 21024.

- Pre-Retirement Option 2W Death Benefit

Member's contribution toward retirement costs are paid subject to the provisions of section 414(h)(2) of the Internal Revenue Code.

B. Cost Share Implementation

I. In 2020, the Board of Supervisors adopted the Agreement that Classic Safety Member employees agreed to a cost share of an additional three percent (3%) for a total contribution of twelve percent (12%) to CalPERS. The employee member contribution is 9%. An additional cost sharing pension contribution of three percent (3%) was implemented outside of a CalPERS contract amendment as authorized by Government Code Section 20516(f). The County initiated implementation of a CalPERS contract amendment (cost share agreement) to reflect a member contribution rate of twelve percent (12%). This pension contribution extends beyond the expiration of the Agreement from October 1, 2019 through September 30, 2023 and constitutes the status quo ante until such time as alternative terms are mutually agreed upon.

1. Should the statutory minimum employee member contribution rates for the above retirement plans be increased through State legislative or CalPERS administrative action during the term of this Agreement, either party may request to reopen this section to negotiate possible changes to the

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employee contribution rates specified in this Agreement. Unless required by law, the employee contribution rates specified above will not change during the term of this Agreement without mutual agreement of the parties.

C. Federal Insurance Contribution Act (FICA) Tax

1. The County shall pay the employer share of FICA taxes and DSA Employees shall pay the employee share of FICA taxes.

D. Internal Revenue Code Section 457 Deferred Compensation Plans

1. The County will continue to make IRC section 457 deferred compensation plans (IRC 457 Plans) available to DSA Employees, subject to the terms and conditions of plan sponsors which, in some cases, may require minimum employee contributions. Employee participation in such plans is voluntary.

   a. Except for the matching contributions provided below, the County shall not make contributions on behalf of DSA Employees. Effective October 1, 2025, the County will match employee contributions to a county-offered IRC 457 Plan as follows:

   1) For employees with up to seven (7) years of county service, $60.00 per month. To qualify for matching contributions, employees must contribute an amount equal to or greater than the plan minimum contribution.

   2) For employees with seven (7) to fifteen (15) years of county service up to $80.00 per month. To qualify for matching contributions, employees must contribute an amount equal to or greater than the plan minimum contribution.

   3) For employees with more than fifteen (15) years of county service up to $100.00 per month. To qualify for matching contributions, employees must contribute an amount equal to or greater than the plan minimum contribution.

   b. Specific information regarding each of the available IRC 457 Plans may be obtained from the Human Resources Department.

2. Employees may elect to have their monthly overtime compensation and any cashed-out CTO placed in a deferred compensation account, subject to the terms and conditions of the plan sponsors and/or IRC limitations.

ARTICLE XII
LAYOFFS

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A. General Provisions

1. In carrying out its responsibility for managing the affairs of the County, the Board of Supervisors exercises its discretion in allocating funds to each county department. The funds allocated to any county department may result in a reduction in force for any and/or all departments. In the event of a reduction in force, each employee affected shall be given notice of the reduction.

2. When, for reasons of lack of funds or lack of work, the County has determined a layoff is necessary, the County shall give notice thereof to all affected employees.

3. Persons to be laid off shall be determined in accordance with the rules set forth herein.

4. The Human Resources Director shall try to move any employee who is to be affected by a reduction in force to another vacant position for which such employee is qualified.

5. A part-time employee is defined as any employee working less than thirty-seven and one-half (37.5) hours per week. Any employee funded by two or more departments, and whose work is divided between those individual departments on a part-time basis, shall be designated a full-time employee if he/she works a total of thirty-seven and one-half (37.5) or more hours a week.

B. Order of Layoff

1. Layoff shall be by inverse order of classification seniority for permanent, regular employees within a class designated for layoff, if performance “meets expectations”. Employees with a documented overall rating below 3 (not “Meets expectations”) on their last two (2) annual performance evaluations in their present position shall be laid off prior to employees with an overall performance rating of 3 or higher.

2. All extra-help, limited-term, temporary and seasonal employees within a class designated for layoff shall be laid off before any probationary employees. All part-time probationary employees within a class designated for layoff shall be laid off before any full-time probationary employees. All probationary employees within a class designated for layoff shall be laid off before any permanent employees. All part-time permanent employees within a class designated for layoff shall be laid off before any full-time permanent employees. Within each of the above categories, employees within a class designated for layoff shall be laid off in the inverse order of seniority.

C. Seniority

1. The seniority date of an employee for purposes of layoff and rehire shall be based

upon the employee's date of hire or date of appointment to the specific classification. A break in employment shall result in the acquisition of a new date of hire or appointment. Any employee laid off after acquiring permanent status shall, after reinstatement, regain the seniority credit he/she possessed at the time of layoff. Periods of approved absences shall be credited as continuous County employment. Any voluntary termination of employment, except an authorized leave of absence, shall constitute a break in service at which point seniority shall terminate.

2. When two or more employees in the same department and same class have the same total seniority, the tie shall be broken by a lot process agreed upon by the affected employees and administered by the Human Resources Director.

D. Bumping

1. The employees covered by this Agreement shall be allowed bumping rights within a department to a position not previously held, as long as the individual is qualified and able to perform the duties of such position. Departments for purposes of this paragraph are defined as Sheriff's Office: Communications, Corrections, Jail, Sheriff, Boating Safety, OES, and Coroner; and the Probation Department (Association Departments). Specifically, the language in this Section is hereby adopted for DSA Employees.

2. Any employee covered by this Agreement, who has been advised in accordance with the notice procedures that he/she shall be laid off shall have the right to displace ("bump") another employee, in this bargaining unit, in another position, including an employee in another classification and/or a position which the employee to be laid off has not held before, so long as:

   a. The employee displacing another employee ("bumping" into the position) must accept the lower pay;

   b. The employee displacing another employee ("bumping" into the position) must have the minimum qualification for the position he or she is "bumping" into and be otherwise qualified and able to perform the duties of the position he/she desires to "bump" into; and

   c. The employee displacing another employee ("bumping" into the position) has more County seniority than the person to be displaced (the "bumped" employee).

3. It is the intent of this Agreement that employees covered by this Agreement shall have the right to "bump" into positions within the Association Departments that they did not previously hold, but are qualified for. However, they have no right to "bump" into positions outside the Association Departments that they may be qualified for.

4. Any employee who is displaced as a result of another employee "bumping" into that employee's position shall have the same rights as any other employee who has been notified that s/he shall be laid off.

5. Any employee who desires to exercise the displacement rights granted by this Agreement shall request in writing the right to "bump" within five (5) working days of receipt of notification of the lay-off.

E. Notice of Layoff

1. The County shall send written notice by certified mail, postage prepaid, return receipt requested, and correctly addressed, to the last known mailing address of the employee found in his/her personnel file. Notice of layoff shall be made at least thirty (30) calendar days in advance of the effective date of such layoff. The notice of layoff shall include the following information: Reason for Layoff, Effective Date of Layoff, and a copy of this Article, and forms to request hearing to assert displacement rights. Personal service may be substituted in lieu of certified mail.

2. An employee who has been notified of his/her impending layoff, shall be granted up to twenty (20) hours released time, without a loss of pay or benefits, by prior arrangement with his/her supervisor, to obtain other employment. The department head shall require proof of actual job search. In addition, employees may use accrued vacation or compensatory time for this purpose once notice is given.

F. Preferential Rehire Rights

1. For a period of twelve (12) months, the names of permanent employees who were laid off and/or reduced in class or displaced shall be placed on the re-employment list for their class at time of layoff in order of seniority. At the end of twelve (12) months, these same employees may request an extension of twelve (12) months placement on the rehire list. A maximum of two extensions shall be allowed. Any vacancy occurring in the class from which employees have been laid off shall be filled by a person on preferential rehire status for that class in order of seniority, provided he/she is qualified and available for this position.

2. A permanent employee who has been laid off may request that his name be placed on the re-employment list for a lower class in his/her current series also for a period of 12 months.

3. Any employee who holds permanent status with the County, regardless of whether or not s/he is currently serving a promotional probationary period, who has been laid off may request that his/her name be placed on the re-employment list for a classification

he/she previously held in Colusa County, provided that such classification was held prior to the date of layoff.

4. Employees who have been laid off or reduced in class or displaced shall remain on preferential rehire status for a period of twelve (12) months after their layoff date.

5. Preferential rehire status cannot be revoked. However, active placement efforts for a person on preferential rehire status may be suspended in the following circumstances:

   a. If the person indicates unavailability or if attempts to reach the individual are unsuccessful, active placement activities may be suspended. Active placement effort must be resumed if the person later indicates availability in the twelve (12) months preferential rehire period.

   b. If the person declines three (3) job offers, the person's name may be removed from the rehire list.

   c. Notification to individuals for possible rehire shall be sent by certified mail with a return receipt requested.

6. When a person is re-employed from a preferential rehire status, the employee shall be entitled to accrue sick leave and vacation at the same rate at which it was accrued prior to layoff. If the employee is rehired within thirty (30) days of layoff, s/he is entitled to "buy back" any sick leave or vacation time that was previously paid. His/her status in relation to probationary period, merit salary increases and seniority shall be the same as at the time of layoff. Any unused and unpaid sick leave and vacation shall be reinstated.

7. An individual on preferential rehire status may accept an extra-help appointment or position and not lose his/her preferential rehire status.

G. Hearing

1. A regular permanent employee who receives a notice of layoff shall be entitled to request a hearing before the Board of Supervisors prior to the effective date of the layoff. Such a request shall be made within five (5) working days after service of the notice of layoff. Failure to make such request shall waive the right to a hearing. At said hearing, the employee may challenge the determination of seniority and bumping rights and whether this procedure was complied with. The employee shall have the right to be represented by a representative of his/her choosing, to present evidence, and to cross-examine any witnesses. Following the hearing, the Board of Supervisors shall issue an order affirming or revoking the layoff of the employee. Unless the Board of Supervisors orders revocation of the notice of layoff, the employee shall be laid off

on the date set forth in the notice.

2. If, after request, the hearing is not held prior to the effective date of layoff as set forth in the notice of layoff, the effective date of the layoff shall be deemed to have been extended until after the hearing and the issuance of the order by the Board of Supervisors.

H. Personnel Lists

1. At the time notices of layoff are sent to employees, the Employee Relations Officer shall post a list of all Association Department employees arranged by classification and seniority date, in the Human Resources Department. Such a list shall also be posted in each Association Department.

ARTICLE XIII
MISCELLANEOUS

A. Personal Protective Equipment

1. Employees may be required to wear personal protective equipment, including but not limited to prescription safety eyeglasses, which shall be provided by the County at no cost to employees.

B. Uniform Allowance

1. The monthly uniform allowance is $83.33 per month for those employees who are required, by the Sheriff, to maintain a uniform. The County shall also advance newly hired employees, who are required by the Sheriff to wear a uniform, the cost of two uniforms which shall be deducted, at the rate of one half (½) the current monthly uniform allowance, until the County has been fully repaid for the advance. At the separation of the employee, whether voluntary or forced, any unpaid balance of the County advance shall be deducted from the employee's final paycheck. Advances shall only be made with proof provided to the County Auditor for actual purchases; however, an advance can be made using prices provided by the retailer, with the actual receipt submitted after the purchase.

2. An additional uniform allowance of $~~200~~500.00 per year shall be paid in arrears to members of the SOAR Team prorated by the number of months served that calendar year and shall be included in the January payroll check.

3. Those non-sworn employees that are required by the Sheriff to maintain a uniform for special occurrences shall receive an allowance of $100.00 per year paid in arrears.

Such payment shall be prorated by the number of months of employment during the calendar year and shall be included in the January payroll check.

C. Required Licenses

1. Employees are responsible for meeting the requirements and for paying any fees involved in obtaining necessary licenses, certificates, permits, and registrations. However, where such licenses, certificates, permits, and registrations are required in order for the employee to maintain his/her current position, reimbursement may be sought from his/her employer upon proof of successful completion of tests or other requirements. Department heads are responsible for informing their employees that their duties require them to obtain such licenses, etc., and for seeing that their employees obtain the licenses. Department heads should make available relevant information regarding applications, fees, and qualifications for licenses required by positions within their department.

D. Public Safety Officers Procedural Bill of Rights Act

1. All members of the Association shall be granted the rights and protections of the Public Safety Officers Procedural Bill of Rights Act, Government Code Sections 3300 ET. al., provided that said rights and protections shall accrue to persons who are not public safety officers, as defined in Government Code Section 3301, only when they are under actual, as opposed to potential, investigation that could lead to punitive action as defined in Government Code Section 3303.

E. Cost Recoupment for Basic Post Training

1. Newly recruited Deputy Sheriff's, whether new hired or lateral transfers from within the Sheriff's Office, shall be required to sign an agreement with the County obligating them to remain employed with the County for a minimum of thirty (30) months. This section applies only to those individuals who the County sends to POST Basic Training, at County expense. Deputy Sheriffs who do not conform to the agreement shall be required to reimburse the County for costs of the POST Basic Training.

F. Personal Body Armor

1. The County shall provide to requesting personnel assigned to Patrol status personal body armor, of good quality and a reputable brand in a style approved by the Sheriff meeting the National Institute of Justice Standard 0101.03 for Type IIA armor, with the stipulation that if requested and provided the body armor shall be worn at all times while the individual is on duty.

2. Body armor is provided to non-patrol personnel upon request and if requested must

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be worn in high risk situations. “High risk situations” shall be defined as pre-planned incidents where there exists a greater possibility of gunfire than normal. This includes but is not limited to search warrants, probation searches and building searches.

3. Body armor provided by the County shall be replaced, at County expense, every five (5) years. Body armor provided by the County is considered County owned equipment and shall be returned to the County upon separation.

4. Failure to wear County provided body armor may result in disciplinary action.

5. Probation Officers shall wear County provided vests as defined by the Chief Probation Officer.

G. Gun Belts and Accessories

1. The County shall provide to all sworn personnel gun belts and accessories required in the performance of their duties, which shall be replaced as needed.

2. In those instances where Management determines that leather gun belts and accessories shall be worn, the County shall provide such equipment.

H. PAL Program

1. DSA approves the PAL Program in Colusa County through the Colusa County Department of Mental Health.

I. Automobile Safety

1. The County agrees that every vehicle utilized by the Sheriff's Office when it attains total mileage of seventy-five thousand (75,000) miles plus or minus two thousand (2,000) miles shall provide a safety check of the vehicle performed by a State-qualified mechanic. Copies of the report shall be provided to the Sheriff and to the President of the DSA and the Sheriff shall have the discretion over the continued use of that vehicle.

J. American with Disabilities Act - Physical Standards

1. The County and the Association hereby agree to the implementation of physical standards within the job descriptions of all classes of DSA Employees. Such standards shall be in effect for all newly hired employees after the Association has reviewed and approved the physical standards of all classes within the Association.

K. Disciplinary Hearing/Discipline

1. The sole standard by which evidence and testimony is to be evaluated in a hearing shall be a preponderance of the evidence. As used herein, "preponderance of the evidence" means that evidence which persuades a reasonable person that the fact or event at issue is more likely than not true. Use of any other standard of proof shall constitute an excess of authority and grounds for setting aside or rejecting any decision based thereon.

2. Failure of the appellant/grievant to personally appear at the hearing in all circumstances shall constitute a waiver and withdrawal of the appeal/grievance.

3. In all cases of discipline appealable under the Colusa County Code, an arbitrator shall be appointed to be the hearing officer. The arbitrator shall be selected in the same manner as set forth in the grievance procedure in Article V.B of this Agreement. The arbitrator shall not be bound to the timeframe in rendering his/her decision. In reviewing the arbitrator's decision, the Board may exercise any options it may have under the Colusa County Code.

4. The use of reasonable, not excessive, force to contain a situation shall not be considered “violence”.

5. A conviction involving a diversion plan, although potentially eliminating the felony conviction will not eliminate the right of the County to discipline for the conduct giving rise to the conviction to the extent appropriate.

6. Contact will be made with the Human Resources Director before a determination is made that an employee is unfit for duty for any cause outlined in that section. The basis for a determination that an employee is unfit is reduced to writing and kept by the Human Resources Director. It is and shall be the practice of the County to place regular/permanent employees alleged to be violating the provisions of current County policy onto administrative leave until a Skelly hearing is completed, as opposed to placing regular/permanent employees falling within the parameter of that section on immediate suspension of any duration without pay.

7. May be subject to the Public Safety Officers’ Procedural Bill of Rights Act.

L. Attention to Driving

1. The County of Colusa requires full attention be given when driving a County vehicle. This section requires employees pull to the side of the road when using the phone, reading maps and engaging in other activities which require or can cause an employee to take his/her eyes off the road. However, this section is not intended to require Safety Officers to pull off the road when using Department issued radios and in an

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emergency situation a cell phone,

M. Change in Scheduling

1. If a long-standing scheduling practice is proposed to be changed, DSA claims a right to maintain the past practice during the term of this Agreement and County maintains a right to change subject to meet and confer regarding any changes in advance of the changes going into effect.

N. Purging of Personnel Records Information

1. Employees shall be allowed access to their own Personnel Records for the purpose of inspecting the contents at reasonable times and intervals, and at no loss of compensation for that employee's time in doing so. Employees desiring to review such records shall make such request in writing at least twenty-four (24) hours in advance to their Appointing Authority or the Human Resources Department as appropriate

2. Under certain circumstances, disciplinary documentation, written reprimands and negative information not amounting to discipline, and not concerning allegations of unlawful discrimination or harassment, can be removed and purged from personnel records subject to the following criteria:

    a. Negative information not amounting to discipline, i.e. memorandums of direction, counseling, coaching, etc., shall be removed if, as determined by the employees Appointing Authority, in consultation with the Human Resources Director, the performance issue or misconduct that is the subject of the negative information has been satisfactorily addressed and there is no mention of the issue in the employee's next succeeding performance evaluation falling at least one year from the negative information.

    b. Disciplinary documentation and written reprimands shall be subject to the following provisions:

        1) Written reprimands with no other discipline may be removed and purged after five (5) years if no similar infractions have occurred.

        2) Written reprimands with a suspension of any length will remain in the employee's personnel file to never be removed.

        3) Demotions for disciplinary reasons will remain in the employee's personnel file to never be removed.

        4) Terminations will remain in the employee's personnel file to never be

removed.

c. Performance reviews are not subject to removal from an employee's personnel file.

3. Employees wanting to remove and purge certain personnel record information in accordance with this section shall make a request to have the document removed through their Department Head who will submit the request with a recommendation to the Human Resources Director for approval.

4. The provisions of this section only apply to the extent permitted by law.

O. Policy Review

1. The County may, from time to time, require DSA Employees to review County and/or Sheriff's Office Policies and may require employees to acknowledge that such reviews were accomplished. Acknowledgements will be in writing, shall only specify which policy or policies were provided to the employee for review and will indicate the employee completed such review. This policy review process will not be used as an investigatory interview. That is, employees will not be asked to report regarding the behavior of other employees except that the employee may be asked if he/she had personally been the subject of behavior that is prohibited by County or Department policy.

P. Notice of Policy Revisions

1. The County will provide the Association with reasonable advance written notification of any proposed additions, deletions or modifications to County-wide policies or procedures affecting DSA Employees, including but not limited to, pending revisions of the Colusa County Personnel Rules.

2. The Sheriff's Office will provide the Association with reasonable advance written notification of any proposed additions, deletions or modifications to Departmental rules, policies or procedures affecting DSA Employees, including but not limited to, pending revisions of the Sheriff's Office Policy Manual.
3. The notifications required by this Section will be provided to the Association president or his/her designee. If notifications are to be provided to someone other than the Association president, the Association will so notify the Personnel Director and the Sheriff in writing.

4. Absent extenuating circumstances, notification will be assumed reasonable if provided at least ten (10) days in advance of any pending action that is subject to the notification requirements of this Section. In the case of exigent circumstances, notice will be

provided as soon as practical.

5. Nothing in this Section shall be construed to waive either party's rights under the Agreement or their right to assert that the subject matter of a required notification is or is not a mandatory subject of bargaining as that term is defined in the Myers-Milias-Brown Act. If Association representatives wish to assert a bargaining right regarding a notification issued pursuant to this Section, they must so notify the Personnel Director in writing prior to the effective date of the action contemplated by the notice. Absent such written assertion from the Association, the County may proceed with the noticed action.

ARTICLE XIV
SAVINGS CLAUSE

If any provision of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdictions, or if compliance with or enforcement of any such provision shall be restrained by such tribunal, the remainder of the Agreement shall not be affected thereby.

ARTICLE XV
FULL UNDERSTANDING

This Agreement constitutes the full understanding of the parties with respect to the matters set forth herein. All other terms and conditions of employment not otherwise altered or amended by the terms herein remain in full force and effect. The parties further agree that any amendment to this Agreement during the term of the Agreement must be reduced to writing and may be done only by mutual consent of the parties.

ARTICLE XVI
CURRENT COLUSA COUNTY PERSONNEL RULES

Any terms and conditions of employment contained in this Agreement shall supersede the amended Colusa County Personnel Rules except where the Personnel Rules provides greater protections than the Agreement for the DSA and its members.

ARTICLE XVII
TERM

This Agreement shall remain in full force and effect from October 1, 202~~3~~5, through and including September 30, 202~~5~~7.

SIGNATURES

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DATE:_____
COLUSA COUNTY DEPUTY SHERIFFS' ASSOCIATION

BY: _____
Jacob Parker
President

DATE:_____

BY: _____
Shaun Du Fosee
DSA Chief Negotiator

DATE:_____
COUNTY OF COLUSA

BY: _____
Daurice Kalfsbeek-Smith
Chair, of the Board of Supervisors

DATE:_____

BY:_____
Dar Rhodes
County Chief Negotiator

ATTEST: Joshua Pack,
Clerk to the Board of Supervisors

By: _____
Deputy

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~~APPENDIX A~~
~~EQUITY ADJUSTMENTS~~

~~**Equity Adjustments:** The Parties agree that the following classifications will receive equity increases in the form of salary range adjustments in accordance with the following schedule.~~

~~Effective October 1, 2023 – DSA Safety Equity Adjustment~~

~~Classification~~	~~Allocations~~	~~Current~~	~~New Range~~	~~% Increase~~
~~Animal Control Officer~~	~~2~~	~~DSA13~~	~~DSA16~~	~~7.5%~~
~~Chief Animal Control Officer~~	~~1~~	~~DSA17~~	~~DSA20~~	~~7.5%~~
~~Dispatcher~~	~~8~~	~~DSA22~~	~~DSA25~~	~~7.5%~~
~~Dispatch Supervisor~~	~~2~~	~~DSA28~~	~~DSA30~~	~~5.0%~~
~~Deputy Sheriff~~	~~21~~	~~DSS24~~	~~DSS29~~	~~12.5%~~
~~Sergeant~~	~~8~~	~~DSS31~~	~~DSS33~~	~~5.0%~~
~~DA Investigator II~~	~~1~~	~~DSS31~~	~~DSS33~~	~~5.0%~~
~~Total Number of Positions~~	~~43~~			

DRAFT

MEMORANDUM OF UNDERSTANDING

Between

THE COUNTY OF COLUSA

And

THE COLUSA COUNTY DEPUTY SHERIFFS' ASSOCIATION

TERM
October 1, 2025 – September 30, 2027

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PREAMBLE

This Agreement, hereafter referred to as the Agreement, is entered into by the COUNTY OF COLUSA, hereafter referred to as the County, and the COLUSA COUNTY DEPUTY SHERIFFS' ASSOCIATION, hereafter referred to as the Association or DSA, has as its purpose the promotion of harmonious labor relations between the County and the Association and contains the terms negotiated between the County and the Association concerning wages, benefits, hours of work, and other terms and conditions of employment.

ARTICLE I
RECOGNITION

A. Recognition

1. Pursuant to Government Code Section 3500, et seq., the County recognizes the Association as the exclusive representative for all employees of the Colusa County Sheriff's Office, the District Attorney Investigators, Probation Officers, Welfare Fraud Investigators, excluding the Sheriff, Assistant Sheriff, Sheriff's Chief Deputy, Captains, Lieutenants, Chief Probation Officer, Assistant Chief Probation Officer, Chief Deputy Probation Officer, and Fiscal Administrative Officer. Employees covered by this Agreement are referred to as "DSA Employees".

B. Safety Officer Positions Covered by this Agreement:

1. Correctional Corporal;
2. Correctional Officer;
3. D.A. Investigator;
4. Deputy Probation Officer;
5. Deputy Sheriff;
6. Probation Assistant;
7. Senior Probation Officer;
8. Sergeant

C. Non-safety Officer Positions Covered by this Agreement:

1. Animal Control Officer
2. Booking Clerk;
3. Chief Animal Control Officer;
4. Dispatch Supervisor;
5. Dispatcher;
6. Emergency Service Tech; and
7. Sheriff's Tech

D. Bargaining Unit

1. The Human Resources Director shall not modify the DSA bargaining unit as allowed by current Personnel Rule 1.123; this provision does not limit the right of employees to seek modification of the bargaining unit as allowed by current Personnel Rule 1.123.8.

ARTICLE II
ASSOCIATION RIGHTS

A. Deduction of Dues

1. The County shall deduct DSA membership dues and any other agreed-upon payroll deductions to the extent permitted by law from the monthly pay of each bargaining unit employee in accordance with the procedures set forth herein.

a. Dues paying bargaining unit employees who have affirmatively consented to or authorized dues deductions shall be entitled to have dues deducted upon signing and filing with the DSA an authorization form provided by the Association. The DSA will notify the County of the employee's name and amount of dues to be withheld. The dues deduction form currently in use may continue to be utilized by the DSA.

b. The County agrees to direct each bargaining unit employee to the DSA in response to any questions or concerns about dues or any other mutually agreed payroll deduction.

c. The DSA is responsible for providing the County with timely information about changes to employee dues and any other lawful DSA-related payroll deductions.

d. Dues withheld by the County shall be transmitted monthly to the DSA officer designated in writing by the Association as the person authorized to receive the funds at the address specified.

e. A bargaining unit employee's earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the authorized DSA dues deductions. If a bargaining unit employee is in a non-pay status during only part of the pay period and the salary is not sufficient to cover the full withholding, no deduction shall be made.

f. The DSA shall refund the County any amounts received in error upon presentation of supporting evidence from the County. The County will deduct and remit to the DSA any amounts which were not deducted in accordance with the procedures prescribed herein.

2. The County shall make payroll deductions in reliance on the DSA's certification that the Association has and will maintain an authorization signed by each employee who affirmatively consents to pay DSA membership dues. Similarly, the County shall only cancel or modify membership dues or any other mutually agreed payroll deduction for any bargaining unit employee in reliance on information provided by the DSA to the extent permitted by law.

3. The County shall not request that the DSA provide a copy of any bargaining unit employee's authorization unless a dispute arises about the existence or terms of the authorization.

4. The DSA shall indemnify, defend, protect and hold harmless the County and its elected and appointed officials, officers, employees, and agents from and against any and all claims, liabilities, losses, damages, fines, penalties, demands, suits, actions, causes of action, judgments, costs and expenses arising from the application of this section, including, but not limited to, any claims made by bargaining unit employees for the return of membership dues deducted by the County in reliance on the DSA's certification, and any claims made by any bargaining unit employees for any deduction cancellation or modification the County made in reliance on the information provided by the DSA.

5. The County shall deduct and transmit to the Association all authorized deductions from all members of the Association. Said deductions shall be automatically withheld from each member's monthly paycheck.

B. Use of County Facilities – Access to Work Locations - Bulletin Boards

1. The Association may use County conference rooms and similar building facilities for meetings with employees in the bargaining unit; may post material on bulletin boards; and may visit work locations to confer with its members regarding grievances or other business within the scope of representation or otherwise provided for within the Agreement.

C. Public Employee Communication

1. This provision applies to all new employees hired into the DSA bargaining unit positions and is intended to comply with Government Code sections 3555 et seq.

a. The County will provide the DSA with not less than ten (10) calendar days' advance written notice of the time, date and location of all new employee orientation meetings, unless an urgent and unforeseeable need for a new employee orientation meeting precludes the County from providing the DSA with ten (10) calendar days' advance notice. The advance notice will include the number of DSA bargaining unit employees attending the orientation meetings. Notice will be made by way of email to the DSA President or another contact person designated by the DSA.

b. Upon request, the DSA will be given up to fifteen (15) minutes as part of the new employee orientation meetings to present information to bargaining unit employees generally relating to the DSA's role as the bargaining units representative, DSA membership information, the rights and obligations created by the Agreement and County personnel rules, and to answer questions. One (1) DSA representative may present information to new employees. County representatives shall excuse themselves and not be present during the DSA's portion of the new employee orientation meetings.

c. The DSA representative who presents information at new employee orientation meetings may do so while on duty without the loss of compensation, provided the DSA advises the Human Resources Director of the name of the employee who will be presenting information on behalf of the DSA at new employee orientation meetings.

d. The County shall not disclose the date/time/place of new employee orientation to anyone other than those new employees and their departments, the DSA, and any vendors who are contracted to provide a service at new employee orientations.

2. Information Requirements – The County will provide the DSA with a digital file via email to the email address designated by the DSA containing the following information for each employee to the extent the County has the information on file:

- Name
- Job title
- Work location
- Personal telephone number (may be home or cellular as provided by employee)
- Home address
- Personal email addresses if provided by the employee and on file with the County (new hires only) unless the employee submits a written request to the County and the DSA to withhold disclosure of his/her personal email address

The above information will be provided as follows:

- For new hires, at the end of each month.
- Regularly for all bargaining unit employees every one hundred twenty (120) calendar days.

ARTICLE III
MANAGEMENT RIGHTS

A. Management Rights

1. It is the exclusive right of the County to determine the mission of each of its constituent departments, boards and commissions, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the exclusive right of the County to direct its employees, take disciplinary action for proper cause, relieve its employees from duty because of lack of work or for other legitimate reasons, and determine the methods, means and personnel by which the County's operations are to be conducted.

B. Emergency Action

1. It is also the right of the County to take whatever action the Board of Supervisors may deem necessary in any emergency situation pursuant to State Law.

C. Consultation

1. The exercise of such rights shall not preclude employees or their representatives from consulting with management representatives about the practical consequences that decisions on these matters may have on wages, hours, and other terms and conditions of employment.

ARTICLE IV
GENERAL PROVISIONS

A. Strikes and Lockouts

1. The Association agrees that during the term of this Agreement, neither it nor its officers, agents or members shall engage in, encourage, sanction, support or suggest any strikes, work stoppages, slowdowns, or any other similar actions which would involve suspension of, or interference with, the normal work of the County.

2. The County will not lockout employees during the term of this Agreement.

B. No Reprisals

1. The County shall not interfere with or discriminate against any employee by reason of his or her membership in the DSA or activity approved by this Agreement, nor shall the County discourage membership in the DSA or encourage membership in any other employee organization.

2. The DSA recognizes its responsibility as the exclusive representative and agrees to represent all employees without discrimination, interference, restraint or coercion.

3. The provisions of this Agreement shall be applied equally to all employees without discrimination as to political opinion or affiliation, race, color, religious creed, sex, marital status, actual or perceived sexual orientation, age, national origin, military, or veteran status, genetic information, gender, gender identity, gender expression, medical condition, physical or mental disability.

C. Role in the County

1. DSA members are expected to support the Board and their Department Head's decisions and to model support for those decisions in their communications with their subordinate employees.

ARTICLE V
GRIEVANCE PROCEDURE

A. Grievance Procedures

1. Except as modified below, the current Grievance Procedure, Policy 305 of the County Code shall apply to DSA:

   a. All references in current Grievance Procedure, Policy 305 to an employee's rights shall also be read to include the DSA.

B. Binding Arbitration

1. If a request for a hearing is received pursuant to current Grievance Procedure, Policy 305 §VII(B)(4), the County agrees to submit the matter to final and binding arbitration. The request for binding arbitration may be made only by the Association. Such arbitration shall be accomplished by a single arbitrator. The arbitrator shall be selected by alternating striking of names from a list of seven provided by the State Conciliation and Mediation Services. The cost of binding arbitration shall be borne equally by the County and DSA.

ARTICLE VI
HOURS OF WORK AND OVERTIME

A. Work Period

1. **Safety Officers**

Effective February 26, 2023 all Safety Officers shall work a 40-hour work week commencing at 12:00 AM on Sunday and ending at 11:59 PM on Saturday. Employees shall be paid 1/12 of their annual salary monthly with periodic adjustments based on assignments and for any time worked in excess of 40 hours in a seven-day segment.

2. Non-Safety Employees

a. All non-safety employees in the Unit shall work a 40-hour work week commencing at 12:00 A.M. on Sunday and ending at 11:59 P.M. on Saturday, unless modified, as allowed by current Colusa County Personnel Rules.

3. Voluntary Supplemental Law Enforcement

a. Voluntary supplemental law enforcement support work for agencies other than Colusa County shall be paid at the rate of 1.5 times the employee's regular hourly rate for each hour worked, which time shall not be calculated for reaching the threshold of overtime as time worked during the work period for the County.

B. Overtime

1. Overtime for employees covered by this Agreement shall be as specified in Colusa County Personnel Rules 1.107.1 Sections "l" through "t", for all hours actually worked except:

a. Safety Officers shall be compensated at the rate of one and one-half (1.5) times their regular rate of pay per hour for each hour worked in excess of forty (40) hours in a seven (7) day segment within the one hundred and sixty (160) hour work period; and

b. At any bargaining unit member's election, hours worked in excess of forty (40) hours per week or forty (40) hours in any seven-day segment in a twenty eight (28)-day (160 hours) work period can be compensated as compensatory time off ("CTO") calculated at the rate of one and one-half (1.5) times the number of overtime hours worked or as premium pay at the rate of 1.5 times the employee's regular rate of pay subject to the following:

1) CTO banks shall be capped at 80 hours;

2) CTO is paid at an employee's regular rate of pay at the time the CTO is cashed out;

3) Employees remaining CTO balances shall be cashed out on December 31 each year; and

4) All accumulated CTO shall be cashed out upon separation from County employment.

C. Substitute Work

1. Subject to the provisions of Section 207(p)(3) of the Fair Labor Standards Act, Section 553.31 (a) of the Code of Federal Regulations and the limitations set forth in the Sheriff's Department Substitute Work Policy (See Appendix A), DSA Employees may engage in substitute work with other, similarly qualified employees. The hours an employee works as a substitute shall be excluded in the calculation of the hours for which the employee is entitled to overtime.

2. Should the law change requiring the payment of overtime compensation for substitute work, this provision and the Sheriff's Department Substitute Work Policy shall be automatically canceled and the parties will meet and confer regarding a substitute Agreement provision/policy.

ARTICLE VII
SALARIES

A. Salaries

1. In lieu of a COLA in 2025 and 2026, members shall receive the following one-time lump sum payment to be issued no later than 30 days from the acceptance of the negotiated package:

    - Employees with at least 12 months of service with the County shall receive a lump sum payment of $1500.

    - Employees with less than one year of service with the County shall receive a lump sum payment of $750.

    The parties agree that these are one-time payments which do not meet the definition of compensation earnable nor does it qualify as any applicable special compensation for CalPERS reporting purposes. The County will issue this payment as a separate check from normal wages.

2. Re-Opener Clause: The County and DSA shall agree to reopen negotiations limited to discussions regarding salary increases and lump sum payments only no later than September 1, 2026.

B. Night Differential Pay

1. For employees covered by this Agreement, Night Differential Pay, which may be provided pursuant to pursuant to Personnel Rule 1.107.1(k) of the Colusa County Personnel Rules is $1.50 per hour, provided that employees called into work shall not be eligible for night differential pay.

C. Bilingual Pay

1. Bilingual Pay of $80.00 per month shall be paid to those qualified employees in positions where the County receives a benefit from the employee's ability in the second language. Effective December 1, 2025, qualified employees will receive bilingual pay based on their level of proficiency. Level I (speaking only) will be eligible for $80 per month and Level II (speaking, reading & writing) will be eligible for $100 per month.

2. The determination of County benefit shall be based on the Department Head's recommendation and approval of the Human Resources Director provided that such approval shall not be unreasonably withheld. Qualification shall be based on passing an approved language proficiency test modeled on the CHP proficiency test ("Test") and demonstrated proficiency in speaking, understanding, writing and reading the language.

   Employees currently receiving bilingual pay will be placed in a tier based on current test scores. If the original test is not available, an assessment will need to be completed; the employee will remain at Level I until the assessment takes place. For employees whose assessment cannot be completed by December 1, 2025, any resulting adjustment in pay will be retroactive to December 1, 2025 for those employees only.

D. Standby/Call-In Pay

1. Employees of the Sheriff's Office and in Probation, as designated by the Sheriff or Chief Probation Officer, who are required to remain on call for emergency work shall be paid Two dollars and fifty cents ($2.50) per hour whether or not he/she is called to work.

2. Employees shall be credited with a minimum of three (3) hours on any occasion that they are called back to work at the request or order of the County or by virtue of compelled attendance in Court proceedings.

3. If called back to work, an employee may elect “CTO” or to be paid premium pay for hours worked at one and one-half (1.5) times his/her regular pay rate with a guaranteed minimum of three (3) hours; except on holidays the rate of one and one-half (1.5) times his/her regular pay rate shall be paid for time in addition to the paid holiday with the guaranteed three (3) hour minimum.

E. Officer in Charge Compensation

1. The County agrees to pay any deputy who is in the position of "Officer in Charge" ten percent (10%) differential for those hours worked when there is no higher-ranking supervisor actually on duty and working. Such officer in charge compensation shall be paid by shift to any deputy serving in such capacity for a minimum of four (4) hours in any one shift.

F. Detective Compensation

1. The County agrees to pay any deputy or sergeant who is assigned, by the Sheriff, the duties of Detective five percent (5%) differential for working in that capacity. It is the intent of both parties that such assignments are at the discretion of the Sheriff and that the differential pay of five percent (5%) shall be eliminated at reassignment.

G. Drug Enforcement Compensation

1. The County agrees to pay any employee who is assigned, by the Sheriff or Chief Probation Officer, the duties of Drug Enforcement personnel five percent (5%) differential for working in that capacity. It is the intent of both parties that such assignments are at the discretion of the Sheriff or Chief Probation Officer and that the differential pay of five percent (5%) shall be eliminated at reassignment. Any personnel assigned to a Drug Enforcement assignment on a less than full time (100%) basis shall be compensated on a pro-rata rate to the amount of time spent in the Drug Enforcement assignment.

H. Stonyford Resident Deputy Compensation

1. The County agrees to pay any employee who is assigned, by the Sheriff, the duties of Stonyford Resident Deputy ten percent (10%) differential for working in that capacity. It is the intent of both parties that such assignments are at the discretion of the Sheriff and that the differential pay of ten percent (10%) shall be eliminated at reassignment. Further this differential pay is not intended to be paid to personnel assigned shift duty

in the Stonyford area. Such pay shall be paid only to those Deputies assigned as the Stonyford Resident Deputy who actually reside in the community.

I. SOAR Team Compensation

1. The County agrees to pay any employee who is assigned, by the Sheriff, the duties of SOAR two-and-one-half percent (2.5%) differential for working in that capacity. It is the intent of both parties that such assignments are at the discretion of the Sheriff and that the differential pay of two-and-one-half percent (2.5%) shall be eliminated at reassignment. Any personnel assigned to a SOAR assignment on a less than full time (100%) basis shall be compensated on a pro-rata rate to the amount of time spent in the SOAR assignment.

J. Field Training Officer Compensation

1. The County agrees to pay any employee who is assigned by the Sheriff, the duties of a "Field Training Officer" seven percent (7%) differential for those hours worked in that capacity. It is the intent of both parties that such assignments are at the discretion of the Sheriff. Such compensation shall be based on the employee's base rate of pay, but shall not include any other compensation.

K. Post Incentive Compensation

1. The County agrees to pay additional compensation to those sworn employees and dispatchers covered by this Agreement for the successful completion of POST Intermediate and Advanced programs. Such compensation shall be based on the employee's base rate of pay. The additional compensation shall be paid at the following percentage of base pay, with no employee receiving more than a maximum of five percent (5%).

    a. Intermediate POST: Two and one-half percent (2.5%)
    b. Advanced POST: Five percent (5.0%)

2. The effective date of the POST Incentive Pay shall be the first of the month in which all required documentation is provided to the Human Resources Department. POST Incentive Pay shall not be paid retroactively.

L. Educational Incentive Pay

1. The County agrees to pay additional compensation to qualifying employees covered by this Agreement for Educational Incentive Pay. Such compensation shall be based on the employee's base rate of pay. The additional compensation shall be at the following percentage of base pay and may not accumulate. No employee shall receive

more than a total of five percent (5%) for Educational Incentive Pay.

a. Associates Degree – AA/AS Two and one-half percent (2.5%)
b. Bachelor's Degree – BA/BS Five percent (5%)

2. Employees possessing multiple degrees are ineligible for additional compensation in excess of Educational Incentive Pay as outlined above.

3. Educational Degrees do not have to be directly job-related. However, in order to qualify for Educational Incentive Pay, employee must receive prior written approval from their Department Head stating that the Associates or Bachelor's Degree benefits the Department and County.

4. Employee must provide certified documentation from an accredited college substantiating the college degree.

5. Department Head written approval and college certification must be submitted to the Human Resources Department prior to implementation of the Educational Incentive Pay. The effective date of the incentive pay shall be the first of the month in which all required documentation is provided to the Human Resources Department. Incentive pay shall not be paid retroactively.

6. Employees required to have, or to attain, a degree as a condition of their employment shall not qualify for the Educational Incentive Pay.

7. Employees allowed to have the equivalent of a degree, instead of the actual degree, as a condition of their employment shall not qualify for the Educational Incentive Pay.

M. Salary Administration

1. Except as set forth below, the current Personnel Rule 1.102.2 shall apply to DSA.

   a. Current Personnel Rule 1.105(i) and Personnel Rule 1.105(i)(1) shall be construed to read with the exception of peace officers to the extent a right of appeal is provided by the Public Safety Officers Procedural Bill of Rights.

   b. Current Personnel Rule 1.111(a)(1) shall be construed to read "in no event less than 10% more than the employee was paid in the former position."

N. Temporary Promotion

1. Employees who are temporarily promoted pursuant to this section and are also eligible for a merit increase in their permanent job classification shall be eligible for the merit

increase while serving in the temporary promotion and their temporary promotional pay shall be adjusted to reflect the merit increase, if granted.

2. In the event a temporarily promoted employee receives a regular promotion to the vacant position without any lapse in time between the temporary promotion and the regular promotion, the employee's, time from the first day of temporary promotion shall count as service in the higher-level position for purposes of merit advancement in the higher salary range.

3. Upon termination of a temporary promotion, the temporarily promoted employee shall be restored to their prior permanent position as if the employee had never left.

O. Out of Class Assignments

An employee may be requested to perform an out of class assignment for a limited duration. Employees assigned to perform clearly established duties of a higher-level position or classification shall receive out of class pay equal to 5% of their base pay for each day they perform the higher-level duties. Employees are not required to assume all duties of the higher-level position or classification to receive out of class pay. Out of class pay pursuant to this section is not reportable to CalPERS and is not considered as part of the CalPERS retirement benefit calculation.

ARTICLE VIII
HOLIDAYS

A. Holidays

1. Employees covered by this Agreement are entitled to the paid holidays listed below and specified in §1.108.2(f) of the current Colusa County Personnel Rules, which shall be considered to fall on the day-of-the-week designated as the day of celebration by the Board, unless they work, in which case paragraph "C" below controls.

2. To take time off work for holidays or be compensated, the County recognizes the following holidays:

- January 1st, known as "New Year's Day."
- The third Monday in January, known as "Martin Luther King, Jr. Day."
- February 12th, known as "Lincoln Day."
- The third Monday in February, known as "Presidents' Day."
- March 31st, known as "Cesar Chavez Day."

- The last Monday in May, known as “Memorial Day.”
- June 19th, known as “Juneteenth”
- July 4th, known as “Independence Day.”
- The first Monday in September, known as “Labor Day.”
- The second Monday in October, known as “Columbus Day.”
- November 11th, known as “Veterans Day.”
- The fourth Thursday of November, known as “Thanksgiving Day.”
- The day after Thanksgiving.
- December 24th, known as “Christmas Eve.”
- December 25th, known as “Christmas Day.”

1) If any of the holidays recognized by the county falls on a Saturday, the preceding Friday will be a holiday.

2) If any of the holidays falls on a Sunday, the following Monday will be a holiday.

B. Floating Holiday

1. Effective January 1, 2013 and each January 1 thereafter, DSA Employees will accrue one (1) floating holiday, which subject to supervisory/management scheduling approval, may be taken on a day of the employee’s choosing. Floating holidays will not accumulate from year-to-year and shall have no cash-out value. Floating holidays not taken by December 31 each year shall be lost.

C. Compensation for Holidays Worked

1. Employees who work on any of the days designated as holidays as specified in current §1.108.2(f) of the Colusa County Personnel Rules shall be paid as their full compensation for working on a holiday two (2) times their regular hourly rate for each hour worked with no additional pay for the holiday. Except:

   a. Safety Officers and Dispatchers scheduled to work on a holiday shall be paid straight time for the hours worked with no premium pay.

b. Safety Officers and Dispatchers scheduled to work on a holiday may take accumulated compensatory time or vacation time off in lieu of working.

D. Holiday In-Lieu Pay

1. Biannually in June and November, Safety Officers and Dispatchers subject to this Agreement shall receive a check equal to straight-time pay for the holidays designated in the current Colusa County Personnel Rules in the months preceding the issuance of each check. Holiday Pay shall not be paid for the holiday discussed in paragraph B of this section.

E. Exceptions to Holiday Pay Provisions

1. This section does not apply to employees on standby who are called in to work in an emergency situation whose pay rate is governed by Article VII Paragraph D of this Agreement.

2. If an employee resigns and the last day worked is the day before a holiday, the employee shall not be paid for the holiday.

3. Temporary, extra help, limited term and seasonal employees required to work on a holiday shall be paid the regular rate of pay established for their positions. Determination of eligibility for holiday time off shall be based on a pro-rata percentage of the hours worked to full-time employment.

4. If an employee is on a leave of absence without pay, the employee shall not be paid for holidays.

F. Holiday Exchange (Cesar Chavez Day)

1. Employees covered by this Association shall annually exchange March 31, known as “Cesar Chavez Day” for December 26, the day after Christmas.

G. Newly Declared Federal Holidays

The County will recognize any newly declared single-occurrence federal observances, commemorative days, or national moments of remembrance that are not designated as recurring federal holidays established by an act of Congress or Presidential proclamation that occurs after ratification of this MOU, provided the holiday is not designated as a permanent, recurring federal holiday observed nationally. Permanent, recurring federal holidays must be bargained.

The County will provide employees the day off with pay in observance of any such newly declared federal observances, under the following conditions:

1. **Scope**: This provision applies only to federal holidays declared after ratification of this MOU. It does not apply retroactively to holidays declared or observed prior to this date.

2. **Holiday Scheduling**: The recognized single-occurrence federal observance, commemorative day, or national moment of remembrance that are not designated as recurring federal holidays will be observed in the same manner as other fixed-date or floating holidays already recognized by the County.

3. **Board Approval**: In recognition that federally declared observances, commemorative days, or national moments of remembrance are frequently announced with minimal advance notice, such declarations shall be deemed to carry the implicit approval of the Board of Supervisors, and no additional Board action shall be required.

ARTICLE IX
LEAVES

A. Vacation

1. Employees covered by this Agreement are entitled to Vacation Leave with pay as provided in §1.108.2(a) et seq. of the Colusa County Personnel Rules. (NOTE: the following language in this section Article VII, A, 1-12 will be removed upon incorporation into the Personnel Rules).

    1) The County vacation leave with pay plan functions under an accrual and usage plan (the plan). Under the plan, vacation will be earned and credited on a monthly-basis

    2) Employees are encouraged and expected to use all vacation in the year in which credited;

    3) Vacation shall be used in no less than fifteen-minute increments;
        a) Only accrued leave can be used. If there is no leave on the books, it cannot be used.

    4) Vacation must be scheduled in advance, subject to pre-approval by the employee's supervisor;

    5) Appointing authorities are charged with actively managing the vacation usage of their employees, to ensure vacation is used in accordance with this section;

6) Vacation shall accrue on an hourly basis, based on an employee's anniversary date. An employee may accumulate a maximum of 1.5 times their annual accrual. An employee who accumulates vacation in excess of the maximum allowable hours will stop accruing vacation until their accumulated vacation hours fall below the maximum allowed.

7) Vacation shall accrue and may be accumulated at the following rates:

Time in Service	Annual Vacation	Monthly Accrual 37.5-hour week	Monthly Accrual 40-hour week	Maximum Accumulation 37.5-hour week	Maximum Accumulation 40-hour week
0 through 3 yrs.	0 – 10 days	6.25 hours	6.666 hours	112.50 hours	120.00 hours
4 through 7 yrs.	15 days	9.375 hours	10.000 hours	168.75 hours	180.00 hours
8 through 11 yrs.	20 days	12.500 hours	13.333 hours	225.00 hours	240.00 hours
12+ yrs.	25 days	15.625 hours	16.666 hours	281.25 hours	300.00 hours

8) Vacation hours accumulated by an employee before January 1, 2009, will be carried forward in a separate employee vacation account, which may be referenced as the "pre-2009 vacation account," subject to the following:

a) Effective January 1, 2014, the value of each vacation hour included in an employee's pre-2009 vacation account will be calculated at the employee's current hourly rate of pay and will be frozen at that amount.

b) If, subsequent to January 1, 2014, an employee takes vacation-time off using vacation hours credited to the pre-2009 vacation account, they will be granted vacation time off on an hour-for-hour basis, without regard for their current rate of pay.

9) Legal holidays occurring during vacation leave will not be charged as vacation leave but as a holiday;

10) Employees may request conversion into cash payments of up to forty (40) hours of accrued vacation not more than once in a fiscal year. Employees may also elect such cash conversion to be deposited into a deferred compensation account in the employee's name. Employees must retain a minimum of forty (40) hours in their leave bank to make a conversion request.

11) Part-time employees shall accrue and may accumulate vacation leave on a pro-rata basis equal to their prorated service time and their prorated hours worked;

12) Upon termination, the employee or their estate will be paid the monetary value of the earned unused vacation in the employee's vacation account.

13) Starting from the first complete pay period after October 1, 2023, all employees will be able to include their previous public service experience for calculating vacation accrual. Verifiable experience is counted in complete years (equivalent to twelve [12] months). Each employee shall be credited for the purpose of accrual, with years of service at other public agencies on a year for year basis. The maximum vacation allowance will correspondingly align with the updated years of service for vacation.

2. Safety officers who due to emergency situations, verified in writing by their Department Heads, are stopped from taking their planned vacation in the last three months of any year, may carry forward the time scheduled for the planned vacation provided they reduce the number of days in excess of their maximum accrual by April 1.

B. Sick Leave

1. Employees covered by this Agreement are entitled to accrue, accumulate and use Sick Leave with pay as provided in §1.108.2(b) et seq. of the Colusa County Personnel Rules except as follows:

   a. Effective January 1, 2017, each County employee who separates from County service will be compensated for unused sick leave based on the formula specified in §1.108.2(b) et seq. of the Colusa County Personnel Rules except that:

      1) Employees who separate from County service for any reason with unused sick leave that was accrued and accumulated before December 31, 2009 may choose to receive the entire amount owed in cash pursuant to §1.108.2(b) et seq. of the Colusa County Personnel Rules or may choose to have the entire amount owed deposited into a county offered IRC 457 Plan subject to the limitations of such Plan.

   b. Effective January 1, 2017, employees who retire from County service with unused sick leave that was accrued and accumulated after December 31, 2009 will be compensated based on the formula and conditions which follow:

      1) An employee who retires with at least fifteen years of Colusa County service and a minimum combined (old bank plus new bank) sick leave balance of 200 hours at the time of retirement will receive an amount equal to twenty-five percent (25%) of his/her current base hourly salary for all qualified hours.

      2) An employee who retires with at least twenty years of Colusa County service and a minimum combined (old bank plus new bank) sick leave balance of 250 hours at the time of retirement will receive an amount

equal to fifty percent (50%) of his/her current base hourly salary for all qualified hours.

3) An employee who retires with at least twenty-five years of Colusa County service and a minimum combined (old bank plus new bank) sick leave balance of 300 hours at the time of retirement will receive an amount equal to seventy-five percent (75%) of his/her current base hourly salary for all qualified hours.

4) An employee who retires with at least thirty years of Colusa County service and a minimum combined (old bank plus new bank) sick leave balance of 350 hours at the time of retirement will receive an amount equal to one hundred percent (100%) of his/her current base hourly salary for all qualified hours.

5) Except as provided below, employees who are compensated for unused sick leave pursuant to paragraphs ~~c~~b.1) through ~~c~~b.4) above will have the entire amount deposited into the County-sponsored Health Reimbursement Arrangement on their behalf.

6) Nothing in this Section will be construed to limit a Safety Member's right to apply unused sick leave toward CalPERS service credit pursuant to Article XI, Section A. 2.c. of this Agreement provided that the exercise of the sick leave service credit option will not result in the pyramiding of sick leave compensation benefits provided pursuant to this Section.

C. Bereavement Leave

1. Bereavement leave will be granted in the case of death in the immediate family of the employee or spouse pursuant to Colusa County Personnel Rules 1.108.2(d).

D. Jury Duty or Court Witness

1. Employees who are required to serve on jury duty shall receive full pay, but shall remit to the County any compensation, except reimbursement for parking, meals, mileage or lodging which may be received for such service.

2. An employee required to appear as a witness in a court or administrative proceeding which involves the County or County business shall receive full pay for the day(s), but shall remit to the County any witness fees, including fees received as an expert witness, except reimbursement for parking, meals, mileage or lodging which may be received for such service.

E. Education Leave

1. Upon the recommendation of the department head, the Board of Supervisors may grant an employee up to nine (9) months of educational leave without pay. The department head shall consider the following criteria in making recommendation to the Board to grant educational leave. Whether:

   a. Education or training shall increase on-the-job skills; and

   b. Education or training shall increase the employee's qualifications for promotion; and

   c. The employee indicates a desire to make County employment a career; and

   d. The employee has demonstrated high motivation for self-improvement; and

   e. The employee has shown indications of superior work performance in present position; and

   f. The employee has shown evidence of promotional potential indicating the capacity to perform in a more responsible position; and

   g. The employee has shown potential, motivation and suitability for further educational opportunity.

F. Release Time for DSA Board of Directors' Meetings

1. Employees who are serving on the Board of Directors for the Association may receive one-hour release time per month to attend DSA Board of Directors' meetings, providing there is no additional cost to the Department, such as overtime to cover for the member of the Board of Directors, etc.

G. All Leaves Recognized by Law

1. Pursuant to Current Colusa County Personnel Rules §1.108.3 employees covered by this Agreement may take any leave recognized by law including but not limited to military leave, medical leave, pregnancy disability leave, paternal leave, leave to care for a family member, domestic violence leave, and school activities leave. Information on the requirements for these leaves may be obtained from the Human Resources Department.

2. Employees covered by this Agreement, solely at their option, may elect to retain up to forty (40) hours of accrued vacation leave while on a Medical and Family Leave lasting

longer than three (3) days and be placed in leave without pay status prior to exhausting all accrued vacation leave. Unless the employee notifies the County of the election to retain vacation leave at the time of Medical and Family Leave, all paid leave will run concurrently for the entire Medical and Family Leave and must be exhausted prior to leave without pay. The County's Medical and Family Leave Policy (Policy #308) and Personnel Rule§1.108 of the Colusa County Personnel Rules shall be interpreted and applied in a manner consistent with this provision.

ARTICLE X
HEALTH AND WELFARE

The County provides the health and welfare benefits identified in §1.107.2 of the Colusa County Personnel Rules to all bargaining unit employees subject to the terms which follow:

A. Medical Insurance

1. Except as provided in Section H, below the County will contract with the Public Employees' Retirement System (CalPERS) for the purpose of providing medical insurance benefits for active employees in accordance with the Public Employees Medical and Hospital Care Act ("PEMHCA") and eligible retired employees. Eligibility of active and retired employees and the dependents of active and retired employees to participate in this program shall be in accordance with regulations promulgated by CalPERS.

2. Pursuant to government code section 22892 (a) the County will contribute the statutory minimum employer contribution (MEC) on behalf of each active employee and each retiree who subscribes for coverage.

3. Except as provided herein, DSA Employees shall purchase medical insurance through the CalPERS Medical Program.

    a. DSA Employees who have alternative medical insurance coverage from another source, which provides "Minimum Essential Coverage" as that term is defined by the agencies responsible for the administration of the Affordable Care Act, may, by providing written proof of such alternative coverage to the County, opt out of the CalPERS Medical Program. Employees who opt out of the CalPERS Medical Program shall be required to provide written confirmation of alternative Minimum Essential Coverage annually thereafter, during the CalPERS open enrollment period. If such confirmation is not provided, the employee shall be required to enroll in the CalPERS Medical Program.

B. Dental Insurance

1. The County will continue to make dental insurance available to active employees and the eligible dependents of active employees through the County sponsored dental plan(s). Effective January 1, 2021 the County will offer a new Dental HMO option in addition to existing County sponsored dental plan. The County's contributions toward such dental insurance shall be capped at $45.00 per month.

2. Except as provided herein, DSA Employees shall be required to purchase dental insurance through the County sponsored plan. DSA Employees who have dental insurance coverage from another source may, by providing written proof of such alternative coverage to the County, opt out of the dental plan. Employees who opt out of the dental plan shall be required to provide written confirmation of alternative coverage annually thereafter, during the dental plan open enrollment period. If such confirmation is not provided, the employee shall be required to enroll in the dental plan.

    a. Employees who were hired prior to January 1, 2013 and who opt out of the dental plan pursuant to Section B.2. above, shall be provided a $45.00 per month cash-in-lieu benefit which the employee may deposit into an appropriate account within the County Cafeteria Plan or may be taken as a cash payment that will be applied to the employee's monthly paycheck. Amounts taken as cash will be treated as taxable income.

C. Cafeteria Plan

1. The County provides a Cafeteria Plan to all DSA Employees. At a minimum, the County Cafeteria Plan provides non-elective County contributions that may be used to pay all or a portion of the monthly premium for County-sponsored group health insurance, and the pre-tax payments of the employee share of County-sponsored group health insurance premiums. The County Cafeteria Plan also includes a Flexible Spending Account, a Health Reimbursement Account, and a Dependent Care Account into which employees may make pre-tax contributions through the execution of Salary Reduction Agreements. Participation in the County Cafeteria Plan shall be pursuant to the terms, conditions and restrictions of the Plan Administrator and shall be subject to the terms that follow.

2. Effective December 1, 2025 and each December 1st thereafter for the term of this agreement, the County will make non-elective contributions into the Cafeteria Plan on behalf of each DSA Employee who is enrolled in the CalPERS medical plan pursuant to Section A.3., sufficient that when combined with the MEC totals the following:

a. For employees who are enrolled in employee only coverage, the County will contribute a total dollar amount sufficient that when combined with the MEC is the equivalent of the actual premium, for employee-only coverage based upon the CalPERS Gold Plan.

b. For employees who are enrolled in employee plus one coverage, the County will contribute a total dollar amount sufficient that when combined with the MEC is the equivalent of the actual premium, for employee plus one coverage based upon the CalPERS Gold Plan.

c. For employees who are enrolled in family coverage, the County will contribute a total dollar amount sufficient that when combined with the MEC is the equivalent of the actual premium, for family coverage based upon CalPERS Gold Plan.

d. In the event an employee has excess County Cafeteria contributions (before or after AFLAC or Colonial), the dollar equivalent thereof shall be contributed to the employee's Health Reimbursement Account (HRA) to the extent allowable by law.

e. Upon expiration of the Agreement, County contributions shall remain at the 2027 contribution rates until such time as an alternative agreement is reached or alternative terms are imposed following the exhaustion of impasse and fact-finding procedures, if applicable.

D. Cash-in-Lieu of Medical Coverage

1. Subject to Section D.2 below, employees who, pursuant to Section A.3.a. above, elect not to receive County-sponsored CalPERS health benefits, the County will provide monthly cash In-lieu benefit which the employee may deposit into an appropriate account within the County Cafeteria Plan or may be taken as a cash payment that will be applied to the employee's monthly paycheck. Amounts taken as cash will be treated as taxable income.

   a. Employees hired prior to January 1, 2013 and who qualify for the above-described cash In-lieu benefit shall receive $715 per month.

   b. Employees hired after December 31, 2012 and who qualify for the above-described cash In-lieu benefit shall receive $300 per month.

2. It is specifically understood that the cash In-lieu benefits provided pursuant to this Agreement are subject to compliance with the Health Care Provision requirements detailed in Section I, below.

E. Part Time Employees

1. Part time employees regularly scheduled to work twenty (20) or more, but fewer than thirty (30) hours a week will be eligible for the health, dental, vision and Cafeteria Plan benefits appropriate to their hire-date equal to the pro rata relationship between the hours regularly scheduled to work and full time. Benefits for employees who are regularly scheduled to work thirty (30) hours or more per week will not be prorated.

   a. Part time employees regularly scheduled to work twenty (20) hours or more but fewer than thirty (30) hours each week are not required to accept county-sponsored health benefits and are not eligible for cash-in-lieu benefits.

   b. Part time employees regularly scheduled to work thirty (30) hours or more each week are subject to the provisions of Section A.3. above, and may be eligible for cash-in-lieu benefits if they satisfy the requirements of Section A.3.a.

F. Vision Care and Employee Assistance Plans

1. Vision insurance shall be provided in accordance with the Vision Plan and shall include at a minimum an annual examination and the replacement of lenses and frames every twelve (12) months. The County will contribute one-hundred percent (100%) of the monthly premium for employee-only coverage. Employees may enroll eligible family members at the employee's expense and subject to the rules of the insurance provider.

2. The County shall provide to each DSA Employee an Employee Assistance Plan that includes up to six (6) visits during each calendar year with a designated Health Care Provider. Such Employee Assistance shall be strictly confidential and the employee need only show proof of employment with Colusa County to receive this benefit.

G. Health Reimbursement Arrangement

1. The County will make an IRS qualified Health Reimbursement Arrangement ("HRA") available for eligible DSA Employees who retire from the County and enroll in the County-Sponsored Health Plan. Subject to the conditions described below, the County will make monthly contributions into the HRA on behalf of each eligible retiree.

   a. For employees hired before January 1, 2013 and who retired prior to the execution of this Agreement, the County will continue to contribute $128.26 per

month to the retiree's HRA. This retiree HRA contribution is separate from and in addition to the PEMHCA Minimum Employer Contribution (MEC).

b. For employees hired before January 1, 2013 and who retire following the execution of this Agreement, the County will contribute $128.26 per month, less any future increases to the MEC, to the retiree's HRA, so that the combination of the MEC and the retiree HRA contribution shall not exceed nor be less than $267.26. This retiree HRA contribution is separate from the MEC.

c. Employees hired after January 1, 2013 and who subsequently retire are not eligible for the $128.26 retiree HRA contribution provided herein. Such retirees receive only the MEC.

2. Effective October 1, 2025, the County will contribute $75 per month into individual IRS qualified Health Reimbursement Arrangement (HRA) accounts for each active employee. This contribution is in addition to any excess cafeteria funds. Employees will be responsible for any administrative fees associated with their HRA account. Upon retirement the remaining balance of an active employee's HRA will be rolled into the employee's retiree HRA.

H. Compliance with Health Care Provision Requirements

1. It is the intent of the Parties to comply with legislative and regulatory requirements for the provision of health care. If, during the term of this Agreement, it is determined that the County is out of compliance with any health care related mandate or mandates, the County will take the steps necessary to comply.

2. Before acting pursuant to paragraph 1 above, the County will notify the Association of the issue and the County's intended action. At the request of the Association, County representatives will meet with Association representatives before acting. If the actions are deemed necessary to comply with legislative and regulatory health care requirements for the provision of health care, the County and the Association will meet and confer regarding such impacts.

ARTICLE XI
RETIREMENT

A. Retirement Plans

CalPERS Retirement

The County's contract with CalPERS provides the following retirement benefits. CalPERS determines an employee's member level as classic

or new.

1. Tier 1 – Retirement benefits for classic members hired on or prior to December 31, 2012 shall receive the following CalPERS benefits.

   a) Safety
      - CalPERS 3% @ 50 retirement formula
      - Single highest year compensation
      - Employee shall pay the nine percent (9%) member contribution, plus an additional three percent (3%) of the employer's contribution, for a total of twelve percent (12%). (See Article XI (B) below)

   b) Miscellaneous
      - 3% @ 60 retirement formula
      - Single highest year compensation
      - Employee shall pay the 8% member contribution

2. Tier 2 - New members, as defined by CalPERS, hired on or after January 1, 2013 through September 30, 2016, shall receive the following CalPERS benefits.

   a) Safety
      - 2.7% @ 57 retirement formula
      - Three-year average of final compensation
      - Employee shall pay 50% of the normal cost as determined by CalPERS

   b) Miscellaneous
      - 2% @ 62 retirement formula
      - Three-year average of final compensation
      - Employee shall pay 50% of the normal cost as determined by CalPERS

3. Tier 3 - New members, as defined by CalPERS, hired on or after October 1, 2016, shall receive the following CalPERS benefits.

   a) Safety
      - 2.5% @ 57 retirement formula
      - Three-year average of final compensation
      - Employee shall pay 50% of the normal cost as determined by CalPERS

   b) Miscellaneous

- 2% @ 62 retirement formula
- Three-year average of final compensation
- Employee shall pay 50% of the normal cost as determined by CalPERS

To the extent allowable by CalPERS, the County will continue to provide the optional retirement enhancement,

- Military Service Credit as Public Service for Miscellaneous and Safety employees pursuant to Government Code Section 21024.

- Pre-Retirement Option 2W Death Benefit

Member's contribution toward retirement costs are paid subject to the provisions of section 414(h)(2) of the Internal Revenue Code.

B. Cost Share Implementation

I. In 2020, the Board of Supervisors adopted the Agreement that Classic Safety Member employees agreed to a cost share of an additional three percent (3%) for a total contribution of twelve percent (12%) to CalPERS. The employee member contribution is 9%. An additional cost sharing pension contribution of three percent (3%) was implemented outside of a CalPERS contract amendment as authorized by Government Code Section 20516(f). The County initiated implementation of a CalPERS contract amendment (cost share agreement) to reflect a member contribution rate of twelve percent (12%). This pension contribution extends beyond the expiration of the Agreement from October 1, 2019 through September 30, 2023 and constitutes the status quo ante until such time as alternative terms are mutually agreed upon.

1. Should the statutory minimum employee member contribution rates for the above retirement plans be increased through State legislative or CalPERS administrative action during the term of this Agreement, either party may request to reopen this section to negotiate possible changes to the employee contribution rates specified in this Agreement. Unless required by law, the employee contribution rates specified above will not change during the term of this Agreement without mutual agreement of the parties.

C. Federal Insurance Contribution Act (FICA) Tax

1. The County shall pay the employer share of FICA taxes and DSA Employees shall pay the employee share of FICA taxes.

D. Internal Revenue Code Section 457 Deferred Compensation Plans

1. The County will continue to make IRC section 457 deferred compensation plans (IRC 457 Plans) available to DSA Employees, subject to the terms and conditions of plan sponsors which, in some cases, may require minimum employee contributions. Employee participation in such plans is voluntary.

   a. Except for the matching contributions provided below, the County shall not make contributions on behalf of DSA Employees. Effective October 1, 2025, the County will match employee contributions to a county-offered IRC 457 Plan as follows:

      1) For employees with up to seven (7) years of county service, $60.00 per month. To qualify for matching contributions, employees must contribute an amount equal to or greater than the plan minimum contribution.

      2) For employees with seven (7) to fifteen (15) years of county service up to $80.00 per month. To qualify for matching contributions, employees must contribute an amount equal to or greater than the plan minimum contribution.

      3) For employees with more than fifteen (15) years of county service up to $100.00 per month. To qualify for matching contributions, employees must contribute an amount equal to or greater than the plan minimum contribution.

   b. Specific information regarding each of the available IRC 457 Plans may be obtained from the Human Resources Department.

2. Employees may elect to have their monthly overtime compensation and any cashed-out CTO placed in a deferred compensation account, subject to the terms and conditions of the plan sponsors and/or IRC limitations.

ARTICLE XII
LAYOFFS

A. General Provisions

1. In carrying out its responsibility for managing the affairs of the County, the Board of Supervisors exercises its discretion in allocating funds to each county department. The funds allocated to any county department may result in a reduction in force for any and/or all departments. In the event of a reduction in force, each employee affected shall be given notice of the reduction.

2. When, for reasons of lack of funds or lack of work, the County has determined a layoff is necessary, the County shall give notice thereof to all affected employees.

3. Persons to be laid off shall be determined in accordance with the rules set forth herein.

4. The Human Resources Director shall try to move any employee who is to be affected by a reduction in force to another vacant position for which such employee is qualified.

5. A part-time employee is defined as any employee working less than thirty-seven and one-half (37.5) hours per week. Any employee funded by two or more departments, and whose work is divided between those individual departments on a part-time basis, shall be designated a full-time employee if he/she works a total of thirty-seven and one-half (37.5) or more hours a week.

B. Order of Layoff

1. Layoff shall be by inverse order of classification seniority for permanent, regular employees within a class designated for layoff, if performance "meets expectations". Employees with a documented overall rating below 3 (not "Meets expectations") on their last two (2) annual performance evaluations in their present position shall be laid off prior to employees with an overall performance rating of 3 or higher.

2. All extra-help, limited-term, temporary and seasonal employees within a class designated for layoff shall be laid off before any probationary employees. All part-time probationary employees within a class designated for layoff shall be laid off before any full-time probationary employees. All probationary employees within a class designated for layoff shall be laid off before any permanent employees. All part-time permanent employees within a class designated for layoff shall be laid off before any full-time permanent employees. Within each of the above categories, employees within a class designated for layoff shall be laid off in the inverse order of seniority.

C. Seniority

1. The seniority date of an employee for purposes of layoff and rehire shall be based upon the employee's date of hire or date of appointment to the specific classification. A break in employment shall result in the acquisition of a new date of hire or appointment. Any employee laid off after acquiring permanent status shall, after reinstatement, regain the seniority credit he/she possessed at the time of layoff. Periods of approved absences shall be credited as continuous County employment. Any voluntary termination of employment, except an authorized leave of absence, shall constitute a break in service at which point seniority shall terminate.

2. When two or more employees in the same department and same class have the same total seniority, the tie shall be broken by a lot process agreed upon by the affected employees and administered by the Human Resources Director.

D. Bumping

1. The employees covered by this Agreement shall be allowed bumping rights within a department to a position not previously held, as long as the individual is qualified and able to perform the duties of such position. Departments for purposes of this paragraph are defined as Sheriff's Office: Communications, Corrections, Jail, Sheriff, Boating Safety, OES, and Coroner; and the Probation Department (Association Departments). Specifically, the language in this Section is hereby adopted for DSA Employees.

2. Any employee covered by this Agreement, who has been advised in accordance with the notice procedures that he/she shall be laid off shall have the right to displace ("bump") another employee, in this bargaining unit, in another position, including an employee in another classification and/or a position which the employee to be laid off has not held before, so long as:

    a. The employee displacing another employee ("bumping" into the position) must accept the lower pay;

    b. The employee displacing another employee ("bumping" into the position) must have the minimum qualification for the position he or she is "bumping" into and be otherwise qualified and able to perform the duties of the position he/she desires to "bump" into; and

    c. The employee displacing another employee ("bumping" into the position) has more County seniority than the person to be displaced (the "bumped" employee).

3. It is the intent of this Agreement that employees covered by this Agreement shall have the right to "bump" into positions within the Association Departments that they did not previously hold, but are qualified for. However, they have no right to "bump" into positions outside the Association Departments that they may be qualified for.

4. Any employee who is displaced as a result of another employee "bumping" into that employee's position shall have the same rights as any other employee who has been notified that s/he shall be laid off.

5. Any employee who desires to exercise the displacement rights granted by this Agreement shall request in writing the right to "bump" within five (5) working days of receipt of notification of the lay-off.

E. Notice of Layoff

1. The County shall send written notice by certified mail, postage prepaid, return receipt requested, and correctly addressed, to the last known mailing address of the employee found in his/her personnel file. Notice of layoff shall be made at least thirty (30) calendar days in advance of the effective date of such layoff. The notice of layoff shall include the following information: Reason for Layoff, Effective Date of Layoff, and a copy of this Article, and forms to request hearing to assert displacement rights. Personal service may be substituted in lieu of certified mail.

2. An employee who has been notified of his/her impending layoff, shall be granted up to twenty (20) hours released time, without a loss of pay or benefits, by prior arrangement with his/her supervisor, to obtain other employment. The department head shall require proof of actual job search. In addition, employees may use accrued vacation or compensatory time for this purpose once notice is given.

F. Preferential Rehire Rights

1. For a period of twelve (12) months, the names of permanent employees who were laid off and/or reduced in class or displaced shall be placed on the re-employment list for their class at time of layoff in order of seniority. At the end of twelve (12) months, these same employees may request an extension of twelve (12) months placement on the rehire list. A maximum of two extensions shall be allowed. Any vacancy occurring in the class from which employees have been laid off shall be filled by a person on preferential rehire status for that class in order of seniority, provided he/she is qualified and available for this position.

2. A permanent employee who has been laid off may request that his name be placed on the re-employment list for a lower class in his/her current series also for a period of 12 months.

3. Any employee who holds permanent status with the County, regardless of whether or not s/he is currently serving a promotional probationary period, who has been laid off may request that his/her name be placed on the re-employment list for a classification he/she previously held in Colusa County, provided that such classification was held prior to the date of layoff.

4. Employees who have been laid off or reduced in class or displaced shall remain on preferential rehire status for a period of twelve (12) months after their layoff date.

5. Preferential rehire status cannot be revoked. However, active placement efforts for a person on preferential rehire status may be suspended in the following circumstances:

a. If the person indicates unavailability or if attempts to reach the individual are unsuccessful, active placement activities may be suspended. Active placement effort must be resumed if the person later indicates availability in the twelve (12) months preferential rehire period.

b. If the person declines three (3) job offers, the person's name may be removed from the rehire list.

c. Notification to individuals for possible rehire shall be sent by certified mail with a return receipt requested.

6. When a person is re-employed from a preferential rehire status, the employee shall be entitled to accrue sick leave and vacation at the same rate at which it was accrued prior to layoff. If the employee is rehired within thirty (30) days of layoff, s/he is entitled to "buy back" any sick leave or vacation time that was previously paid. His/her status in relation to probationary period, merit salary increases and seniority shall be the same as at the time of layoff. Any unused and unpaid sick leave and vacation shall be reinstated.

7. An individual on preferential rehire status may accept an extra-help appointment or position and not lose his/her preferential rehire status.

G. Hearing

1. A regular permanent employee who receives a notice of layoff shall be entitled to request a hearing before the Board of Supervisors prior to the effective date of the layoff. Such a request shall be made within five (5) working days after service of the notice of layoff. Failure to make such request shall waive the right to a hearing. At said hearing, the employee may challenge the determination of seniority and bumping rights and whether this procedure was complied with. The employee shall have the right to be represented by a representative of his/her choosing, to present evidence, and to cross-examine any witnesses. Following the hearing, the Board of Supervisors shall issue an order affirming or revoking the layoff of the employee. Unless the Board of Supervisors orders revocation of the notice of layoff, the employee shall be laid off on the date set forth in the notice.

2. If, after request, the hearing is not held prior to the effective date of layoff as set forth in the notice of layoff, the effective date of the layoff shall be deemed to have been extended until after the hearing and the issuance of the order by the Board of Supervisors.

H. Personnel Lists

1. At the time notices of layoff are sent to employees, the Employee Relations Officer shall post a list of all Association Department employees arranged by classification and seniority date, in the Human Resources Department. Such a list shall also be posted in each Association Department.

ARTICLE XIII
MISCELLANEOUS

A. Personal Protective Equipment

1. Employees may be required to wear personal protective equipment, including but not limited to prescription safety eyeglasses, which shall be provided by the County at no cost to employees.

B. Uniform Allowance

1. The monthly uniform allowance is $83.33 per month for those employees who are required, by the Sheriff, to maintain a uniform. The County shall also advance newly hired employees, who are required by the Sheriff to wear a uniform, the cost of two uniforms which shall be deducted, at the rate of one half (½) the current monthly uniform allowance, until the County has been fully repaid for the advance. At the separation of the employee, whether voluntary or forced, any unpaid balance of the County advance shall be deducted from the employee's final paycheck. Advances shall only be made with proof provided to the County Auditor for actual purchases; however, an advance can be made using prices provided by the retailer, with the actual receipt submitted after the purchase.

2. An additional uniform allowance of $500.00 per year shall be paid in arrears to members of the SOAR Team prorated by the number of months served that calendar year and shall be included in the January payroll check.

3. Those non-sworn employees that are required by the Sheriff to maintain a uniform for special occurrences shall receive an allowance of $100.00 per year paid in arrears. Such payment shall be prorated by the number of months of employment during the calendar year and shall be included in the January payroll check.

C. Required Licenses

1. Employees are responsible for meeting the requirements and for paying any fees involved in obtaining necessary licenses, certificates, permits, and registrations.

However, where such licenses, certificates, permits, and registrations are required in order for the employee to maintain his/her current position, reimbursement may be sought from his/her employer upon proof of successful completion of tests or other requirements. Department heads are responsible for informing their employees that their duties require them to obtain such licenses, etc., and for seeing that their employees obtain the licenses. Department heads should make available relevant information regarding applications, fees, and qualifications for licenses required by positions within their department.

D. Public Safety Officers Procedural Bill of Rights Act

1. All members of the Association shall be granted the rights and protections of the Public Safety Officers Procedural Bill of Rights Act, Government Code Sections 3300 ET. al., provided that said rights and protections shall accrue to persons who are not public safety officers, as defined in Government Code Section 3301, only when they are under actual, as opposed to potential, investigation that could lead to punitive action as defined in Government Code Section 3303.

E. Cost Recoupment for Basic Post Training

1. Newly recruited Deputy Sheriff's, whether new hired or lateral transfers from within the Sheriff's Office, shall be required to sign an agreement with the County obligating them to remain employed with the County for a minimum of thirty (30) months. This section applies only to those individuals who the County sends to POST Basic Training, at County expense. Deputy Sheriffs who do not conform to the agreement shall be required to reimburse the County for costs of the POST Basic Training.

F. Personal Body Armor

1. The County shall provide to requesting personnel assigned to Patrol status personal body armor, of good quality and a reputable brand in a style approved by the Sheriff meeting the National Institute of Justice Standard 0101.03 for Type IIA armor, with the stipulation that if requested and provided the body armor shall be worn at all times while the individual is on duty.

2. Body armor is provided to non-patrol personnel upon request and if requested must be worn in high risk situations. "High risk situations" shall be defined as pre-planned incidents where there exists a greater possibility of gunfire than normal. This includes but is not limited to search warrants, probation searches and building searches.

3. Body armor provided by the County shall be replaced, at County expense, every five (5) years. Body armor provided by the County is considered County owned equipment and shall be returned to the County upon separation.

4. Failure to wear County provided body armor may result in disciplinary action.

5. Probation Officers shall wear County provided vests as defined by the Chief Probation Officer.

G. Gun Belts and Accessories

1. The County shall provide to all sworn personnel gun belts and accessories required in the performance of their duties, which shall be replaced as needed.

2. In those instances where Management determines that leather gun belts and accessories shall be worn, the County shall provide such equipment.

H. PAL Program

1. DSA approves the PAL Program in Colusa County through the Colusa County Department of Mental Health.

I. Automobile Safety

1. The County agrees that every vehicle utilized by the Sheriff's Office when it attains total mileage of seventy-five thousand (75,000) miles plus or minus two thousand (2,000) miles shall provide a safety check of the vehicle performed by a State-qualified mechanic. Copies of the report shall be provided to the Sheriff and to the President of the DSA and the Sheriff shall have the discretion over the continued use of that vehicle.

J. American with Disabilities Act - Physical Standards

1. The County and the Association hereby agree to the implementation of physical standards within the job descriptions of all classes of DSA Employees. Such standards shall be in effect for all newly hired employees after the Association has reviewed and approved the physical standards of all classes within the Association.

K. Disciplinary Hearing/Discipline

1. The sole standard by which evidence and testimony is to be evaluated in a hearing shall be a preponderance of the evidence. As used herein, "preponderance of the evidence" means that evidence which persuades a reasonable person that the fact or event at issue is more likely than not true. Use of any other standard of proof shall constitute an excess of authority and grounds for setting aside or rejecting any decision based thereon.

2. Failure of the appellant/grievant to personally appear at the hearing in all circumstances shall constitute a waiver and withdrawal of the appeal/grievance.

3. In all cases of discipline appealable under the Colusa County Code, an arbitrator shall be appointed to be the hearing officer. The arbitrator shall be selected in the same manner as set forth in the grievance procedure in Article V.B of this Agreement. The arbitrator shall not be bound to the timeframe in rendering his/her decision. In reviewing the arbitrator's decision, the Board may exercise any options it may have under the Colusa County Code.

4. The use of reasonable, not excessive, force to contain a situation shall not be considered “violence”.

5. A conviction involving a diversion plan, although potentially eliminating the felony conviction will not eliminate the right of the County to discipline for the conduct giving rise to the conviction to the extent appropriate.

6. Contact will be made with the Human Resources Director before a determination is made that an employee is unfit for duty for any cause outlined in that section. The basis for a determination that an employee is unfit is reduced to writing and kept by the Human Resources Director. It is and shall be the practice of the County to place regular/permanent employees alleged to be violating the provisions of current County policy onto administrative leave until a Skelly hearing is completed, as opposed to placing regular/permanent employees falling within the parameter of that section on immediate suspension of any duration without pay.

7. May be subject to the Public Safety Officers’ Procedural Bill of Rights Act.

L. Attention to Driving

1. The County of Colusa requires full attention be given when driving a County vehicle. This section requires employees pull to the side of the road when using the phone, reading maps and engaging in other activities which require or can cause an employee to take his/her eyes off the road. However, this section is not intended to require Safety Officers to pull off the road when using Department issued radios and in an emergency situation a cell phone,

M. Change in Scheduling

1. If a long-standing scheduling practice is proposed to be changed, DSA claims a right to maintain the past practice during the term of this Agreement and County maintains a right to change subject to meet and confer regarding any changes in advance of the

changes going into effect.

N. Purging of Personnel Records Information

1. Employees shall be allowed access to their own Personnel Records for the purpose of inspecting the contents at reasonable times and intervals, and at no loss of compensation for that employee's time in doing so. Employees desiring to review such records shall make such request in writing at least twenty-four (24) hours in advance to their Appointing Authority or the Human Resources Department as appropriate

2. Under certain circumstances, disciplinary documentation, written reprimands and negative information not amounting to discipline, and not concerning allegations of unlawful discrimination or harassment, can be removed and purged from personnel records subject to the following criteria:

    a. Negative information not amounting to discipline, i.e. memorandums of direction, counseling, coaching, etc., shall be removed if, as determined by the employees Appointing Authority, in consultation with the Human Resources Director, the performance issue or misconduct that is the subject of the negative information has been satisfactorily addressed and there is no mention of the issue in the employee's next succeeding performance evaluation falling at least one year from the negative information.

    b. Disciplinary documentation and written reprimands shall be subject to the following provisions:

        1) Written reprimands with no other discipline may be removed and purged after five (5) years if no similar infractions have occurred.

        2) Written reprimands with a suspension of any length will remain in the employee's personnel file to never be removed.

        3) Demotions for disciplinary reasons will remain in the employee's personnel file to never be removed.

        4) Terminations will remain in the employee's personnel file to never be removed.

    c. Performance reviews are not subject to removal from an employee's personnel file.

3. Employees wanting to remove and purge certain personnel record information in accordance with this section shall make a request to have the document removed

through their Department Head who will submit the request with a recommendation to the Human Resources Director for approval.

4. The provisions of this section only apply to the extent permitted by law.

O. Policy Review

1. The County may, from time to time, require DSA Employees to review County and/or Sheriff's Office Policies and may require employees to acknowledge that such reviews were accomplished. Acknowledgements will be in writing, shall only specify which policy or policies were provided to the employee for review and will indicate the employee completed such review. This policy review process will not be used as an investigatory interview. That is, employees will not be asked to report regarding the behavior of other employees except that the employee may be asked if he/she had personally been the subject of behavior that is prohibited by County or Department policy.

P. Notice of Policy Revisions

1. The County will provide the Association with reasonable advance written notification of any proposed additions, deletions or modifications to County-wide policies or procedures affecting DSA Employees, including but not limited to, pending revisions of the Colusa County Personnel Rules.

2. The Sheriff's Office will provide the Association with reasonable advance written notification of any proposed additions, deletions or modifications to Departmental rules, policies or procedures affecting DSA Employees, including but not limited to, pending revisions of the Sheriff's Office Policy Manual.
3. The notifications required by this Section will be provided to the Association president or his/her designee. If notifications are to be provided to someone other than the Association president, the Association will so notify the Personnel Director and the Sheriff in writing.

4. Absent extenuating circumstances, notification will be assumed reasonable if provided at least ten (10) days in advance of any pending action that is subject to the notification requirements of this Section. In the case of exigent circumstances, notice will be provided as soon as practical.

5. Nothing in this Section shall be construed to waive either party's rights under the Agreement or their right to assert that the subject matter of a required notification is or is not a mandatory subject of bargaining as that term is defined in the Myers-Milias-Brown Act. If Association representatives wish to assert a bargaining right regarding a notification issued pursuant to this Section, they must so notify the Personnel

Director in writing prior to the effective date of the action contemplated by the notice. Absent such written assertion from the Association, the County may proceed with the noticed action.

ARTICLE XIV
SAVINGS CLAUSE

If any provision of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdictions, or if compliance with or enforcement of any such provision shall be restrained by such tribunal, the remainder of the Agreement shall not be affected thereby.

ARTICLE XV
FULL UNDERSTANDING

This Agreement constitutes the full understanding of the parties with respect to the matters set forth herein. All other terms and conditions of employment not otherwise altered or amended by the terms herein remain in full force and effect. The parties further agree that any amendment to this Agreement during the term of the Agreement must be reduced to writing and may be done only by mutual consent of the parties.

ARTICLE XVI
CURRENT COLUSA COUNTY PERSONNEL RULES

Any terms and conditions of employment contained in this Agreement shall supersede the amended Colusa County Personnel Rules except where the Personnel Rules provides greater protections than the Agreement for the DSA and its members.

ARTICLE XVII
TERM

This Agreement shall remain in full force and effect from October 1, 2025, through and including September 30, 2027.

SIGNATURES

DATE:_____
COLUSA COUNTY DEPUTY SHERIFFS' ASSOCIATION

DATE:_____
COUNTY OF COLUSA

BY: _____
Jacob Parker
President

DATE:_____

BY: _____
Daurice Kalfsbeek-Smith
Chair, of the Board of Supervisors

DATE:_____

BY: _____
Shaun Du Fosee
DSA Chief Negotiator

BY:_____
Dar Rhodes
County Chief Negotiator

ATTEST: Joshua Pack,
Clerk to the Board of Supervisors

By: _____
Deputy Clerk of the Board

Colusa County

Agenda Request Form

Item ID#: 2025-188 **Agenda Date:** 12/16/2025 **Item III.3**

HUMAN RESOURCES

Amend the Position Allocation Schedule for the Department of Health & Human Services - Public Health Division by deleting two Public Health Assistant positions (MSC16; $3,145–$5,162 per month) and adding two Case Manager positions (MSC24; $3,835–$6,293 per month), effective January 1, 2026.

Detailed Description/Background of Request
The Department of Health and Human Services (DHHS) currently has two vacant Public Health Assistant (PHA) positions and requests a reclassification of both PHA positions to Case Manager positions to meet increasing workload demands and fully utilize available program funding within CalWORKS and the California Home Visiting Program (CHVP). CHVP serves parents with children 0-5 who need parenting education. DHHS is not currently drawing down funds for home visiting through CalWORKS, and a waiting list of vulnerable CalWORKS families remains unserved due to staffing limitations.

Reclassifying a PHA position from Budget 712 to a Case Manager position in Budget 811, assigned to CalWorks, will allow the department to access social services funding not available under the PHA classification, and significantly expand the number of families who can be supported. Additionally, reclassifying a second PHA position within Budget 712 to a Case Manager position, staying in Budget 712, and being assigned to the California Home Visiting Program (CHVP) will strengthen our capacity to provide specialized case management to high-risk families.

Currently, the CHVP team consists of one Public Health Nurse (PHN), and one PHA, who are collectively serving 22 families, with an additional 11 families on the waiting list. Many of these families are experiencing high levels of stress and would greatly benefit from immediate and sustained case management support, including resource coordination and parenting guidance. The addition of two Case Managers will allow DHHS to serve all the families currently awaiting services, with the capacity to see more families as needed. Timely support is essential for preventing negative outcomes for the families. The addition of two Case Managers will allow DHHS to serve more families and meet their needs more effectively.

Both Case Manager positions are fully funded by CalWORKs Home Visiting Program (HVP) allocations, in addition to CDPH CHVP funding, and will further expand program services.

Business Necessity

The California Home Visiting Program (CHVP):
CHVP is a preventive intervention designed to assist families at risk of adverse child experiences such as child maltreatment, domestic violence, and mental health issues. Decades of research on home visiting shows that home visits by a trained professional during pregnancy and in the first few years of life improve the lives of children and families. The program provides parents with tools to promote positive parenting and child development, laying a foundation for a brighter future for children.

Operational and Programmatic Gaps:
Currently, CHVP is exceeding recommended caseloads due to community needs, leading to a waitlist for families requiring assistance. The addition of Case Manager positions will:

- Reduce the waitlist and increase the number of families served.
- Enable efficient use of CalWORKs (California Work Opportunity and Responsibility to Kids) funding to incorporate those families into the program.

The CalWORKs Home Visiting Program (HVP) complements existing CHVP efforts, offering voluntary services designed to improve health and financial outcomes. Eligibility prioritizes families involved in Child Protective Services and expands to those eligible under CalWORKs criteria. CHVP also receives referrals from community organizations such as First 5 and Colusa County Office of Education.

Recommendation
Staff recommends approval of this request. This change will enable DHHS to address immediate program needs, reduce service waitlists, and maximize the impact of state-allocated funding.

Prior Board Action
None

Fiscal Impact/Funding Source
There is no fiscal impact on the County General Fund. The financial breakdown for the position is as follows:

Colusa County receives ongoing funding for CHVP from the California Department of Public Health (CDPH). FY 25/26 allocation is $505,390.

In addition, starting FY24/25, Colusa County has been approved for an expansion of the CHVP program through the California Department of Social Services (CDSS) CalWORKs program. In FY25/26, CDSS allocated an additional $95,000 to Colusa County to fulfill CHVP requirements and provide services for the program.

Fiscal impact at step 5, including 45% benefit rate, is as follows:

- Public Health Assistant: $3,835 +45% Benefits x 12 months = $66,729 annually ($133,458 for two positions)
- Case Manager: $4,676 + 45% Benefits x 12 months = $81,362 annually ($162,724 for two positions)
- The difference of $14,633 per FY ($29,266 for two positions) is fully covered by CDPH and CDSS allocations.

These funding sources are ongoing and contingent on program performance and expenditure levels.

It is essential to note that DHHS's ability to secure future funding is contingent on fully utilizing current allocations. Adding these positions ensures that available resources are expended appropriately, preventing funds from being redistributed to other counties.

Action for the Clerk
None

Attachments:
None

Colusa County

Agenda Request Form

Item ID#: 2025-205 **Agenda Date:** 12/16/2025 **Item III.4**

HUMAN RESOURCES

Adopt the job description and salary ranges for the flexibly staff classifications of Medical Clerk I at MSC12 ($2,848–$4,676 per month) and Medical Clerk II at MSC16 ($3,145–$5,162 per month). Approve the reclassification of four Office Assistant I/II positions within the Behavioral Health Department (Budget Number 713) to the newly created Medical Clerk I/II classification. Further, amend the Behavioral Health Department's Position Allocation Schedule accordingly, effective December 1, 2025.

Detailed Description/Background of Request
As part of its ongoing efforts to ensure that position classifications accurately reflect current duties and meet regulatory and State reporting requirements, the Behavioral Health Services Department conducted a review of its Front Office staffing structure. Through this review, the Department determined that the work performed by its four Office Assistant I/II staff does not sufficiently align with the existing Office Assistant job description.

Front Office staff in the Behavioral Health Services Department perform duties not captured in the Office Assistant I/II classification, including but not limited to:

- Working within an Electronic Health Records (EHR) system;
- Maintaining client medical charts and documentation for regulatory compliance;
- Obtaining and maintaining detailed client demographic information;
- Scheduling doctor visits and coordinating medical appointments;
- Interviewing clients to determine urgency and type of medical need.

Because these tasks involve handling sensitive medical information and supporting clinical workflows, the Department determined that a medically focused clerical classification is necessary. After confirming that no existing County classification aligned with these responsibilities, the Department reviewed how other counties classify their Behavioral Health front office functions. Based on this research, a new Medical Clerk I/II job description was developed and tailored to meet the needs of Behavioral Health operations.

Why a Change is Necessary
The reclassification is prompted by specific regulatory and program requirements, including:

- **State-required External Quality Review Organization (EQRO) audits** (Title 42, Code of Federal Regulations, Part 438, Subpart E) that evaluate Mental Health Plans and require counties to identify specific staff responsible for tasks such as entering client demographic and insurance information or updating records in the EHR system.
- **Quality Improvement Work Plan (QI)** obligations under the California Code of Regulations, Title 9, Section 1810.440, which require the Department to track and review client information to ensure quality of care. The Department's FY 25/26 QI Work Plan includes multiple sections related to documenting and maintaining client data.

By creating a Medical Clerk I/II classification, the Department ensures staff duties are properly documented, allowing for compliance with State reporting requirements and reducing the risk of audit findings, liability, or misalignment with job standards.

This reclassification request was submitted and approved as part of the FY 25/26 Final Budget. To move forward with implementation, it is now necessary to formally adopt the new job description and salary range.

The proposed classification supports accurate state reporting requirements, better reflects the nature of the work, provides clearer expectations and a more accurate framework for training, evaluation, and performance oversight.

Salary Placement
The proposed salary ranges for the Medical Clerk series are:

- **Medical Clerk I – MSC12:** $2,848 – $4,676
- **Medical Clerk II – MSC16:** $3,145 – $5,162

For comparison, current Office Assistant salaries are:

- **Office Assistant I – MSC09:** $2,643 – $4,341
- **Office Assistant II – MSC13:** $2,920 – $4,793

The proposed salary ranges represent approximately a 7.5% increase each from the previous classifications. Because only two of our nine comparable counties have a similar classification, the recommended MSC12/MSC16 ranges are based on internal alignment and appropriate separation between classes. This placement ensures consistency with the Public Health Assistant classification (most comparable to the Medical Clerk II), which is currently assigned to MSC16.

Attached is the new job description.

The Colusa County Employees' Association was provided with the opportunity to review and comment on the proposed classification and salary placements.

Prior Board Action
None.

Fiscal Impact/Funding Source
There are no fiscal impacts associated with this recommendation. All costs related to the reclassification were included in the FY 2025–26 Final Budget and approved as part of the budget process.

Action for the Clerk
None.

Attachments:
1. Colusa County Medical Clerk I II Draft

COUNTY OF COLUSA

Established: 12/16/2025
Salary Range: MSC12 / MSC16
FLSA: Non-Exempt

MEDICAL CLERK I/
MEDICAL CLERK II

DEFINITION

Under general supervision, screens and directs clients to appropriate services; receives clients and makes appointments for various medical services; obtains information relating to the registration of clients; maintains file system of medical records, answers general inquiries and performs a variety of responsible clerical work relating to behavioral health services.

DISTINGUISHING CHARACTERISTICS

Medical Clerk I

This is the entry-to-journey level class in the series. Employees within this class perform the full range of duties as assigned. Employees at this level may receive moderate instruction or assistance while working to become proficient in departmental procedures, guidelines, policies, and applicable state requirements.

Medical Clerk II

This is the advanced journey level in the series. Incumbents are expected to perform the full range of duties assigned to the Medical Clerk series, including independent performance of the more complex and specialized medical clerical tasks. Positions at this level exercise initiative, independent judgment, and detailed knowledge of medical and behavioral health program procedures. Employees may also perform in a lead capacity.

Positions in this class are flexibly staffed and are normally filled by advancement from the I level, or if filled from the outside, require prior administrative/clerical experience.

Incumbents within the series do not automatically advance to the next level but may become eligible to advance, at the discretion of the Department Head, upon meeting the minimum requirements and demonstrating the appropriate skills and knowledge through a qualifying assessment and provided the next level position has been budgeted.

SUPERVISION RECEIVED AND EXERCISED

Medical Clerk I

Receives general supervision form supervisory or management staff.

Medical Clerk II

Receives general supervision form supervisory or management staff.

May exercise functional and technical supervision over lower-level clerk staff.

EXAMPLES OF IMPORTANT RESPONSABILITIES AND DUTIES

Important responsibilities and duties may include, but are not limited to, the following. This list is neither inclusive nor exclusive but indicative of several types of duties performed. This information reflects the essential functions for any given position in this classification. Complexity of responsibilities will vary amongst levels.

May train less experienced clerical staff in processes and procedures of assigned function; review work products ensuring quality, quantity and compliance with policies and procedures.

Acts as receptionist; assists the public in person or by telephone; answers/screens telephone calls and takes messages; provides information/assistance to the public; learns to explain and assist the public in particular departmental policies/procedures; check in clients for appointments and schedules future appointments.

Participates in interviewing clients and agencies to determine the urgency and type of medical need; obtains routine information from clients or relatives and registers clients.

Ascertains clients' residential and financial eligibility for the program.

Assists with copying and processing legal paper work.

Obtains all necessary billing information on client registrations.

Learns to ascertain clients' eligibility for treatment.

Requests authorizations for treatment of clients; obtains signed consent forms from clients or relatives.

Prepares and maintains medical records and charts; assists in locating records; maintains file system of departmental records; retrieves and replaces medical records from storage; learns to prepare medical records for release.

Reviews patient charts for completion and accuracy.

Operates a computer to enter, modify and review data; prepares and/or generates various reports, correspondence and documentation.

Builds and maintains positive working relationships with co-workers, other County employees, and the public using principles of good customer service.

EXAMPLES OF MARGINAL DUTIES

Reviews various documentation and processes, forwards, or takes other action as appropriate.

Copies and distributes documentation.

Receives, opens and distributes incoming mail; prepares outgoing mail.

Responds to requests for information or assistance.

Provides general information about services.

Perform related duties and responsibilities as required.

EMPLOYEMENT STANDARDS:

Knowledge of:

Basic understanding of the general goals and functions of community/behavioral health programs.

Laws and regulations relating to confidentiality, including HIPAA and related requirements.

Modern office practices, procedures, and methods, including record keeping, filing systems, and document management.

Basic medical terminology.

Standard office equipment.

Basic computer applications and techniques, including data entry, word processing, and electronic health record systems.

Principles and practices of effective customer service.

English usage, spelling, grammar, and punctuation.

Skills in:

Medical Clerk I

Operating multi-line phone system and performing accurate typing and date entry.

Reading, understanding and following verbal and written directions, rules, policies, and procedures.

Interacting professionally and respectfully with individual from diverse socio-economic and cultural backgrounds.

Producing a high volume of work with accuracy amid frequent interruptions.

Using standard office equipment and computer applications efficiently.

Learning and using electronic health records systems and other specialized software.

Medical Clerk II (in addition to the above)**:**

Accurately gathering, recording and evaluating data/information.

DRAFT

Developing and maintaining computerized spreadsheets or related tracking systems.

Serving as a lead worker when assigned.

Reviewing clerical work for accuracy, completeness, and compliance with procedures.

Ability to:

Obtain accurate, detailed, and sensitive information through interviewing.

Maintain confidentiality of patient/client information at all times.

Communicate clearly and effectively, both orally and in writing.

Dispatch and relay information clearly and efficiently.

Work with accuracy and close attention to detail.

Work with frequent interruptions and perform effectively in situations requiring urgency.

Effectively organize and prioritize assigned work.

Operate and use standard office equipment.

Establish and maintain cooperative and effective working relationships with staff, clients, outside agencies, and the general public. Correctly interpret and apply departmental policies, procedures, and applicable regulations.

Draft and proofread routine correspondence, forms, and documents when required.

QUALIFICATIONS:

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Medical Clerk I

Experience:

One year of clerical/administrative experience involving public contact.

Training:

Equivalent to completion of the twelfth grade.

Medical Clerk II

Two years of responsible clerical/administrative experience involving public contact, including one year in a medical or clinical setting.

Training:

Equivalent to completion of the twelfth grade.

Licensing or Certifications:

A valid State of California driver's license.

PHYSICAL REQUIREMENTS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of the job. Reasonable accommodations may be made to enable employees with disabilities to perform the essential duties

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; to operate a motor vehicle, vision to read printed materials and a computer screen; and hearing and speech to communicate in person, before groups, and over the telephone. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard, typewriter keyboard, or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects, up to 25 pounds, as necessary to perform job functions. Negative PPD test (pre-employment and annual testing).

Employees work in an office environment with moderate noise levels, controlled temperature conditions, dust and scents. Tasks may require exposure to illness/disease, work related stress and hostile clients. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures

The County of Colusa is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the County will provide reasonable accommodation to qualified individuals with disabilities. Colusa County encourages both incumbents and individuals who have been offered employment to discuss potential accommodations with the employer.

DRAFT

Colusa County

Agenda Request Form

Item ID#: 2025-204 **Agenda Date:** 12/16/2025 **Item IV.1**

ADMIN

Approve contract with **City of Colusa** to provide the City Police Department secure access to the Colusa County Sheriff's Department RIMS multi-agency server and associated IT support.

Detailed Description/Background of Request

The Colusa County Sheriff's Office and the Colusa Police Department are implementing a coordinated multi-agency configuration within the RIMS public safety software system to enhance operational efficiency, data accessibility, and interagency collaboration. Under this configuration, both agencies will operate on a shared Computer Aided Dispatch (CAD) database while maintaining separate Records Management System (RMS) databases for their individual case files. Core reference data will be shared across the system to improve accuracy and streamline investigative processes. The RIMS environment will be hosted on secure County servers at the Sheriff's Office, with the Police Department accessing the system through a dedicated, secure high-speed connection.

To support this transition, the existing Colusa Police Department RIMS database will become a legacy system retained solely for historical lookup, while a new Police Department RIMS database will be created on the Sheriff's Office server. The implementation requires coordinated efforts between both agencies to validate user accounts, align shared data tables, ensure operational connectivity through Collaborate, and establish secure workstation access for Police Department personnel. The Sheriff's Office will administer and maintain the RIMS system, oversee user permissions, ensure compliance with CJIS and security standards, and provide ongoing system auditing and support. The Police Department will ensure that only authorized and properly trained personnel access the system, maintain necessary local IT resources, adhere to data security and confidentiality requirements, and report any suspected misuse or breaches.

Implementation will be billed to the City of Colusa Police Department at $90.00 per hour, with an annual maintenance fee of $1,000.00 due each year. The result will be an integrated, secure, and efficient system that supports improved public safety operations throughout Colusa County.

Prior Board Action
None.

Fiscal Impact/Funding Source
The Police Department will pay County IT an implementation fee of $90.00 per hour and an annual maintenance fee of $1,000.

Action for the Clerk
Please number agreement, obtain signatures and forward to:

City of Colusa Police Department
260 6th St.
Colusa, Ca, 95932

Attachments:
1. County Services Agreement_RIMS_City of Colusa

PROFESSIONAL SERVICES CONTRACT

This Professional Services Contract ("Contract") is between the County of Colusa ("County"), a political subdivision of the State of California, acting through its Sheriff's Office and Information Technology Department and the City of Colusa, a California general law city and municipal corporation, ("City") acting through its police department.

1. **Services to be Performed:** County to provide the City police department secure access to the County's RIMS multi-agency server and associated IT support as more specifically detailed in Exhibit "A".

2. **Term:** This Contract shall commence upon full execution and shall continue for two (2) years unless sooner terminated as provided herein.

3. **Compensation:** The City shall reimburse County for implementation services and annual maintenance as described in Exhibit "A".

4. **Method of Payment:** Invoices will be issued by the County and paid by the City within 30 days of receipt.

5. **Professional Ability of Parties and Standards of Performance:** Both parties represent they possess the professional ability, licenses, and training to perform their respective duties under this Contract. The Sheriff's Office and County IT shall ensure system integrity, maintenance, and compliance with applicable law. The City shall ensure all personnel accessing RIMS are trained, authorized, and compliant with system-use and CJIS standards.

6. **Books and Records:** Each party shall maintain fiscal and operational records relevant to this Contract for a minimum of five (5) years following termination or final payment and shall make such records available to the other party upon reasonable request for audit or inspection.

7. **Independent Governmental Entity:** 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 the City nor to allow County to exercise discretion or control over the manner in which City performs the work or services that are the subject matter of this Contract, to the extent that work or services is inconsistent with the City's obligations under 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. **Performance Standards:** Both parties shall comply with all applicable federal, state, and local laws, ordinances, and codes governing law-enforcement data, including CJIS, CLETS, and DOJ security standards.

10. **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.

11. **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:	Colusa County 547 Market St., Ste. 102 Colusa, Ca, 95932
If to the City:	City of Colusa Police Department 260 6th St. Colusa, Ca, 95932

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

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

14. **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.

15. **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.

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

    A. Immediately for cause if either party fails to perform any of its obligations under this Contract; or

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

17. **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.

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

Attachments include:

A. Attachment "A" – Scope of Work and Cost Proposal

COUNTY OF COLUSA

_____Date:_____
Daurice K. Smith, Chair

CITY OF COLUSA

_____Date:_____
Ryan Codorniz, Mayor

APPROVED AS TO FORM

_____
Richard Stout, County Counsel

ATTEST: Joshua Pack, Clerk of the Board of Supervisors

By _____
Patricia Rodriguez, Deputy

COLUSA COUNTY SHERIFF'S OFFICE AND COLUSA POLICE DEPARTMENT MULTI-AGENCY RIMS SYSTEM IMPLEMENTATION PLAN AND RESPONSIBILITIES

The Colusa County Sheriff's Office and the Colusa Police Department will operate as a multi-agency configuration within the RIMS system. Under this configuration, both agencies will share a single CAD (Computer Aided Dispatch) database while maintaining separate records databases for their individual case records. People, vehicle, and property files will be shared and accessible to authorized users in both agencies. The RIMS system will be hosted on County servers at the Sheriff's Office, and Colusa Police Department workstations will connect to the hosted environment through a secure, high-speed connection.

System Configuration Overview

- A single, shared CAD database will record incidents for both agencies. CAD data may be separated for reporting and statistical purposes.
- Each agency will maintain its own records database. However, shared reference tables (people, vehicles, property) will be maintained in a common server accessible to authorized users from both agencies.
- The existing Colusa Police Department RIMS database will become a legacy database with its current agency code preserved. This legacy database will remain on the Police Department's server and be accessible through ChooseRIMS or Collaborate for historical lookup and reference only. No new data will be entered into the legacy system.
- A new Colusa Police Department RIMS database, assigned a new agency code, will be created on the Sheriff's Office server as part of the multi-agency configuration.

System Access to Legacy Data

Authorized users will be able to search legacy Colusa Police Department data using Collaborate. Users may view and, where applicable, clone information from the legacy database into new entries within the shared system. The legacy database will require continued software and server maintenance for as long as access is desired.

SCOPE OF WORK

1. Colusa County has confirmed there is adequate server and storage capacity at the Sheriff's Office to host the new Colusa Police Department database.
2. Colusa Police Department will enter or verify officer and user accounts within the shared RIMS environment.
3. Both agencies will reconcile and align data in validation tables to ensure consistent system use.

4. Colusa County will confirm operational Collaborate connectivity between the Sheriff's Office and Police Department.
5. Colusa Police Department will coordinate with the Sheriff's Office and County IT to establish secure workstation connectivity to the Sheriff's Office RIMS server.

RESPONSIBILITIES

COUNTY / SHERIFF'S OFFICE

1. Host and administer the RIMS system, including all server infrastructure, network connections, maintenance, and upgrades.
2. Authorize and manage user accounts and permission levels in cooperation with County IT, ensuring compliance with CJIS standards.
3. Maintain ownership and control over data originating from the Sheriff's Office, except where disclosure is required by law or established multi-agency operational procedure.
4. Ensure compliance with federal, state, and local regulations governing law enforcement records and data security.
5. Implement and enforce password, authentication, auditing, and logging procedures.
6. Coordinate with Police Department IT staff to establish and maintain secure VPN or other secured connection methods.
7. Investigate suspected security incidents and take necessary corrective actions.
8. Provide audit logs and system activity reports as required.

COLUSA POLICE DEPARTMENT

1. Limit access to the shared RIMS system to authorized personnel with a legitimate need to know.
2. Ensure all personnel meet required RIMS system training and certification requirements and comply with system use policies and CJIS standards.
3. Maintain local IT resources required for secure and reliable connectivity to the hosted RIMS environment.
4. Use data within the system strictly for official law enforcement purposes and comply with all confidentiality and dissemination requirements.
5. Immediately report suspected misuse, breach, or unauthorized access to County IT and Sheriff's Office command staff.

COSTS AND PAYMENT

1. Implementation billed at **$90.00 per hour**, payable within 30 days of invoice.
2. Annual maintenance fee of **$1,000.00**, invoiced by County IT on **June 1** each year.

Colusa County

Agenda Request Form

Item ID#: 2025-103 **Agenda Date:** 12/16/2025 **Item V.1**

PUBLIC WORKS DEPARTMENT

Approve Assignment of Hangar Ground Lease Agreement between **Randy Salveson, Bert Otterson** and the County of Colusa.

Detailed Description/Background of Request

The Director of Airport Operations has received a request to transfer the hangar ground lease for Hangar #23 from Randy Salveson to Bert Otterson, FAAST, LLC. The existing lease commenced on May 1, 2019, with a 15-year term set to expire on May 1, 2034. All original terms and conditions of the lease will remain in effect under the transfer, with the exception of one added provision addressing emergency access.

Emergency Access: The assignee shall provide the County with a key or combination to the hangar, to be used exclusively in emergency situations involving fire, life-safety, or imminent hazard concerns. This access information will be securely maintained by the County and shall not be used for any other purpose. Routine or scheduled inspections will continue to occur with reasonable notice to the hangar owner, who may be present if they wish.

Prior Board Action
C19-076; original contract with Randy Salveson

Fiscal Impact/Funding Source
Rent is $613.24 per year.

Action for the Clerk
Please number agreement and obtain signatures. Forward an executed copy to Airport Operations Director Colt Esenwein.

Attachments:
1. Assignment of Hangar Ground Lease_Hangar 23_Salveson to Otterson
2. C19-076 Randy Salveson

ASSIGNMENT OF HANGAR GROUND LEASE AGREEMENT

This Assignment of Hangar Ground Lease Agreement ("Assignment") is made and entered into as of Decmeber 16, 2025, by and between Randy Salveson ("Assignor"), FAAST, LLC ("Assignee"), and the County of Colusa, a political subdivision of the State of California ("County").

BACKGROUND

A. The County and Assignor entered into a Hangar Ground Lease Agreement, County Contract C19-076, dated May 1, 2019 ("Lease") enclosed as Attachment "A", for County-owned property located at the Colusa County Airport, identified as Area 9 (Hangar 23), as shown on Exhibit A to the Lease ("Premises").

B. Assignor desires to assign all of Assignor's rights and obligations under the Lease to Assignee, and Assignee desires to assume the Lease, subject to County's consent as required by Section 18 of the Lease.

C. This Assignment relates only to the ground lease and does not include the private sale or transfer of the hangar structure or other personal property, which shall be handled separately between Assignor and Assignee.

TERMS AND CONDITIONS

1. **Assignment of Lease.**
   Assignor hereby assigns, transfers, and conveys to Assignee all of Assignor's right, title, and interest in and to the Hangar Ground Lease Agreement dated May 1, 2019, including all leasehold rights and obligations related to the Premises.

2. **Assumption of Obligations.**
   Assignee accepts the assignment and assumes all terms, covenants, and obligations of the Lessee under the Lease as of the Effective Date stated below, including but not limited to rent, maintenance, insurance, and compliance with airport and FAA regulations.

3. **Assignor's Representations.**
   Assignor represents and warrants that the Lease is in full force and effect, unmodified except as stated herein, that all rent and charges due through the Effective Date have been paid, and that Assignor is not in default under the Lease.

4. **County Consent.**
   Pursuant to Section 18 of the Lease, the County hereby consents to this Assignment, subject to the following conditions:
   a. This consent shall not be construed as approval of any other transfer, sale, or assignment not expressly stated herein.
   b. Assignor remains liable for any obligations arising before the Effective Date.

c. Assignee shall comply with all terms and conditions of the Lease as if originally named as Lessee.
d. County makes no representations or warranties regarding the hangar structure or any private transaction between Assignor and Assignee.
e. Emergency Access: Assignee shall provide the County with a key or combination to the hangar to be used solely for emergency purposes, such as fire, life-safety, or imminent hazard situations. This access information shall be securely maintained by the County and shall not be used for any other purpose. Routine or scheduled inspections shall continue to be conducted with reasonable notice to the hangar owner, who may be present if they so choose.

5. **No Modification.**
Except as expressly set forth herein, all terms and conditions of the Lease remain unchanged and in full force and effect.

6. **Written Notifications.** Section 20 of the Lease is updated to replace the following contact information for Lessee:

FAAST, LLC
Attn: Bert Otterson
185 S Via Lucia Lane
Alamo Ca. 94507

7. **Attachments.**

Attachment "A" - County Contract C19-076, Hangar Ground Lease Agreement.

COUNTY OF COLUSA

_____ Date:_____
Daurice K. Smith, Chair

APPROVED AS TO FORM

_____
Richard Stout, County Counsel

ASSIGNOR

Randy Salveson Date: 5 NOV 25
Randy Salveson

ASSIGNEE – FAAST, LLC.

_____ Date: 14 NOV 25
Bert Otterson

ATTEST: Joshua Pack, Clerk to the Board of Supervisors

_____
Patricia Rodriguez, Clerk

C19 - 076

Hangar Ground Lease Agreement

This Hangar Ground Lease Agreement ("Lease") is between the County of Colusa, a political subdivision of the State of California ("County"), and Randy Salveson ("Lessee").

Background

A. The County owns and operates an airport approximately 1.5 miles southeast of the City of Colusa on Highway 20, known as the Colusa County Airport ("Airport").

B Randy Salveson had a prior lease agreement with the County for a site in the Colusa County Airport where he erected a hangar and made improvements to the site.

C. Lessee wants to enter into a new ground lease with the County for the same site.

Terms and Conditions

County and Lessee agree to the following:

1. **Lease of Premises.** County leases to Lessee the Premises described below under the terms and conditions in this Lease.

2. **Premises.** The Premises is County real property referred to as Area 9 on the Colusa County Airport's Federal Aviation Administration Approved Airport Layout Plan, also referred to as Hangar 23. The Premises is further depicted in Exhibit A to this Agreement.

3. **Term.** The term of this Lease shall be May 1, 2019 to May 1, 2034 (15 years).

   A. **Term Extension.** Lessee will have a one-time option to extend this Lease for an additional 15 year term. Unless Lessee provides 90 days advance written notice to terminate, the Lease shall automatically renew for the extended term as set forth herein. Notwithstanding this provision, the Lease will not automatically renew if Lessee is not in full compliance with all the terms and obligations in this Lease.

4. **Rent**. Starting on May 1, 2019, Lessee shall pay County rent in annual installments, in advance for each year of the lease as follows:

   A. **Rent Amount.** The Rent shall be $591.36 per year.

   B. **Rent Adjustments.** Beginning on the fifth annual anniversary of May 1, 2019 (May 1, 2024) and on every additional 5 year anniversary date (Adjustment Anniversary) the Rent shall increase by the total 4 year percentage change published for the month of August preceding the Adjustment Anniversary, of the Consumer Price Index for all Urban Consumers for the San Francisco-Oakland-Hayward, California metropolitan area, not seasonally adjusted, (CPI-U), as

determined by the U.S. Department of Labor, Bureau of Labor Statistics. In no event will the Rent adjustment be less than zero percent. Should the CPI-U be discontinued, the index used for comparison shall be a comparable index as designated by the Bureau. County shall provide Lessee notice of the Rent Adjustment at least 30 days prior to the adjustment date.

C. **Late Rent Payments.** Lessee acknowledges that the County incurs collection and administrative costs associated with pursuing delinquent Rent payments. Lessee agrees that it will pay the County a $100.00 late charge in addition to any Rent due if the Rent is not paid in full within 30 days following its due date. The payment or acceptance of a late charge does not act as a waiver of any right the County may have to claim a breach of the Lease or any other remedy available to the County.

D. **Location of Rent Payments.** Lessee agrees to make rent payments to:

Colusa County Airport
100 Sunrise Blvd., Suite F
Colusa, CA 95932

5. **Possessory Interest Tax.** Lessee understands that it has a possessory interest in the Premises, and any related fixtures, Site Improvements, or other structures. Notice is given under California Revenue and Taxation Code Section 107.6 that Lessee may be subject to the payment of property taxes levied on such interest. The imposition of a possessory interest tax shall be a tax liability of Lessee solely and shall be paid by Lessee; and any tax payment shall not reduce any Rent due Lessor. Lessee shall also pay all interest and penalties that any government entity, including the County, assesses for late payment of any possessory interest taxes.

6. **Personal Property Taxes.** Lessee shall pay and discharge all personal property taxes relating to any personal property stored at, used in the operation of, or otherwise related to the Premises, before delinquency. Lessee shall also pay all interest and penalties any governmental agency, including the County, assesses for late payment of any such personal property tax.

7. **Use of Premises.** Lessee shall only use the Premises for conducting registered aircraft storage, operations, and maintenance of Lessee's aircraft. Lessee shall maintain owned or operated aircraft in good operating order free from known mechanical defects. Lessee is prohibited from conducting any other use, activity or operation in, on, or about the Premises. Lessee shall not: store any item other than aircraft or ancillary aircraft equipment; conduct commercial activity of any nature; store any vehicle except that of Lessee or guest while aircraft is being used; use the Premises for any form of residential use.

8. **Utilities.** Lessee shall pay for all utilities furnished to the Premises, including electricity, gas, water, or telecommunications services to the extent they exist. The County however

is not required to provide or maintain any existing utilities or utilities that may exist in the future to the extent those utilities and connections if any were not originally installed or connected to the Premises by the County. Any new utility service connection to the Premises shall be subject to County approval through the Director of Airport Operations prior to connection or installation.

9. **Hazardous Materials.** Lessee will comply with all laws and regulations pertaining to the proper storage and disposal of hazardous materials. Hazardous materials other than what is required for operation and service of registered aircraft will not be stored within the Premises.

10. **Compliance with Law and FAA Regulations.** Lessee shall comply with all federal, state and local laws, ordinances, orders and regulations affecting the Premises including any applicable regulations of the Federal Aviation Administration, and any rules or policies existing or enacted by the County governing the airport.

11. **Use of Airport Facilities.** Lessee is allowed to use all Airport facilities and improvements of a public nature. County reserves the right to take action for protection of Airport against obstruction of the Airport facilities that would limit the usefulness of Airport or constitute a hazard to aircraft.

12. **Billboards, Signs, Awnings.** Lessee will not construct, place, or permit to be constructed or placed, signs, awnings, marquees or other structures, or writings, attached to or projecting from any hanger, structure, fence or barrier on the Premises without County's prior written consent. Further, and in any case, Lessee shall not be permitted to place any sign or similar material on or about the Premises that does not conform to the County Code. Any such signs or similar material that is allowed by the County shall be limited to providing identifying information for Lessee, associated trademarks, service marks, Lessee's address, contact information, or information legally mandated to be provided. Lessee agrees to remove signs, displays, advertisements or decorations it has placed, or permitted to be placed, which in County's sole discretion it deems offensive or does not otherwise comply with this section.

13. **Delivery, Acceptance, and Surrender of Premises.** Lessee takes the Premises "AS IS", acknowledges that it had an adequate opportunity to inspect the Premises, and agrees to accept the Premises as being in a good state of repair and in sanitary condition. Lessee shall surrender the Premises including any fixtures, Site Improvements and structures, to County at the end of the Lease.

14. **Site Improvements, Fixtures, Hangers or Structures.** At Lessee's sole cost and expense, Lessee shall maintain, repair, and keep in good order, condition, and appearance, the Premises, Site Improvements and any related fixtures, and structures, in a safe, clean and sanitary condition. Lessee is prohibited from materially altering the Site Improvements including the hanger, floor, walls, exterior or adjoining common use areas, or constructing any structure or facility within the hanger without the express written consent of the County through its Airport Director. Material alteration is defined as any

alteration requiring the issuance of a permit from the County or that which significantly alters the appearance, character, or composition of the hanger or any of its structural components, including removal in whole or in part. Further, Lessee will not excavate, grade, add or remove soil, gravel or rock to or from the Premises or any part of the Airport without the express, written consent of the County.

15. **Insurance.** Lessee, at its own cost, agrees to maintain, for the duration of this Lease, the following insurance policies:

A. **Aircraft or General Liability Coverage:** Aircraft or general liability insurance against liability for financial loss resulting from bodily injury, including death or personal injury, and damage to property caused by the ownership, operation, storage, or use of aircraft arising from or related to this Lease. The policy shall provide limits of no less than $1,000,000 per occurrence and include coverage for fire damage legal liability at the full $1,000,000 policy limit.

B. **Property, Fire and Extended Insurance Coverage:** Lessee shall maintain property, fire and extended insurance coverage in an amount equal to 100% of the full replacement value of the hanger, and any structure, fixtures, contents, and any improvements to the Premises.

C. **Deductibles and Self-Insured Retentions**. Any deductibles or self-insured retentions in excess of $1,000 must be declared to and approved by the County. At the option of the County, either (a) the insurer shall reduce or eliminate such deductible or self-insured retention; or (b) Lessee shall provide financial guarantee satisfactory to the County guaranteeing payment of any amounts which would be subject to the deductible.

D. **Policy Endorsements:** All insurance 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;

2. 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;

3. Providing that the insurer waives all rights of subrogation against County;

4. Providing any failure to comply with the reporting provisions of the policy of insurance shall not affect coverage provided to County;

5. Providing broad-form contractual liability coverage insuring Lessee's indemnity obligations under this contract; and

6. 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.

16. **Proof of Coverage:** At the time of execution of this Lease, Lessee shall furnish County with copies of its insurance policies and endorsements affecting coverage required by this Lease.

17. **Damage or Destruction of Premises, Site Improvements, Fixtures, or Structures.** As provided for in section 14 Lessee is required to maintain the Premises, Site Improvements, fixtures, and structures in good condition, order, and appearance. In the event of damage or destruction to the Premises, Site Improvements, or fixtures, any insurance proceeds obtained for such a covered loss shall be used to repair or replace the damaged or destroyed items to a state and condition equivalent to their status before the damage or destruction. Rent will not be abated or reduced as a result of any such damage or destruction.

18. **Assignment.** Lessee will not assign, hypothecate, encumber, sublease, allow the Premises to be subject to a lien, or in any manner transfer any interest in this Lease to any person or entity directly or indirectly, by operation of law or otherwise, without first securing County's express and written approval. Any attempt to assign, hypothecate, encumber or transfer an interest in this Lease, including transfers made at or after Lessee's death, without the express written approval of the County, shall be null and void and any purported assignee shall acquire no right or interest by reason of the attempted assignment or transfer. The County's approval of any such assignment, sublease, or transfer is conditioned on the County's determination that the assignee or transferee would be able to reasonably and adequately comply with the terms and conditions of this Lease. In any case, Lessee shall not be entitled to assign or transfer the property if it is in violation of any term or obligation of the Lease.

19. **Indemnity and County's Non-liability for Damages.** The County shall not be liable for damage for injury to persons, including Lessee, its agents, employees, customers, or invitees, or for property damage, from any cause, related to the lease of the Premises, including the public use areas. Lessee agrees to defend, indemnify, and hold harmless the County against all liability, loss or other damage claims or obligations arising out of or related to the lease of the Premises, Lessee's use of the Premises, negligence, violation of the law, or willful misconduct.

20. **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: Colusa County Airport
100 Sunrise Blvd., Suite F
Colusa, CA 95932

If to Lessee: Randy Salveson
850 Market St.
Colusa, CA 95932

21. **Amendments.** This Lease may be modified or amended only by a written document executed by both parties and approved as to form by County Counsel.

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

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

24. **Termination**: This Lease may be terminated:

A. Immediately for cause if either party violates any term or provision of this Lease;

B. Upon abandonment of the Premises by Lessee; or

C. If during the Lease, Lessee becomes insolvent, declares bankruptcy or bankruptcy proceedings are started against Lessee, or a receiver or trustee is appointed for Lessee.

25. **Partial Invalidity.** If any provision of this Lease 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. **Storm Water Regulations.** Lessee agrees that its operations and uses involving the Premises or any other portion of the Airport will comply with the California State Storm Water Discharge Permit for the Airport which is attached to this Agreement as Exhibit B.

27. **Inspections and Access by County.** Lessee will permit the County, its agents, employees and contractors to enter all parts of the Premises for inspection following reasonable notice by the County.

28. **Surrender of the Premises.** Upon expiration or termination of this Lease, title and ownership of the Premises including all Site Improvements, structures, fixtures, or alterations constructed or purchased by Lessee or existing at the time of this Lease, will automatically vest in the County. Lessee shall leave the surrendered Premises and any

other items as described in this section in a well maintained, sanitary, and clean condition.

COUNTY OF COLUSA

5/14/19

Kent S. Boes, Board Chair

RANDY SALVESON

Signature

APPROVED AS TO FORM

Marcos A. Kropf, County Counsel

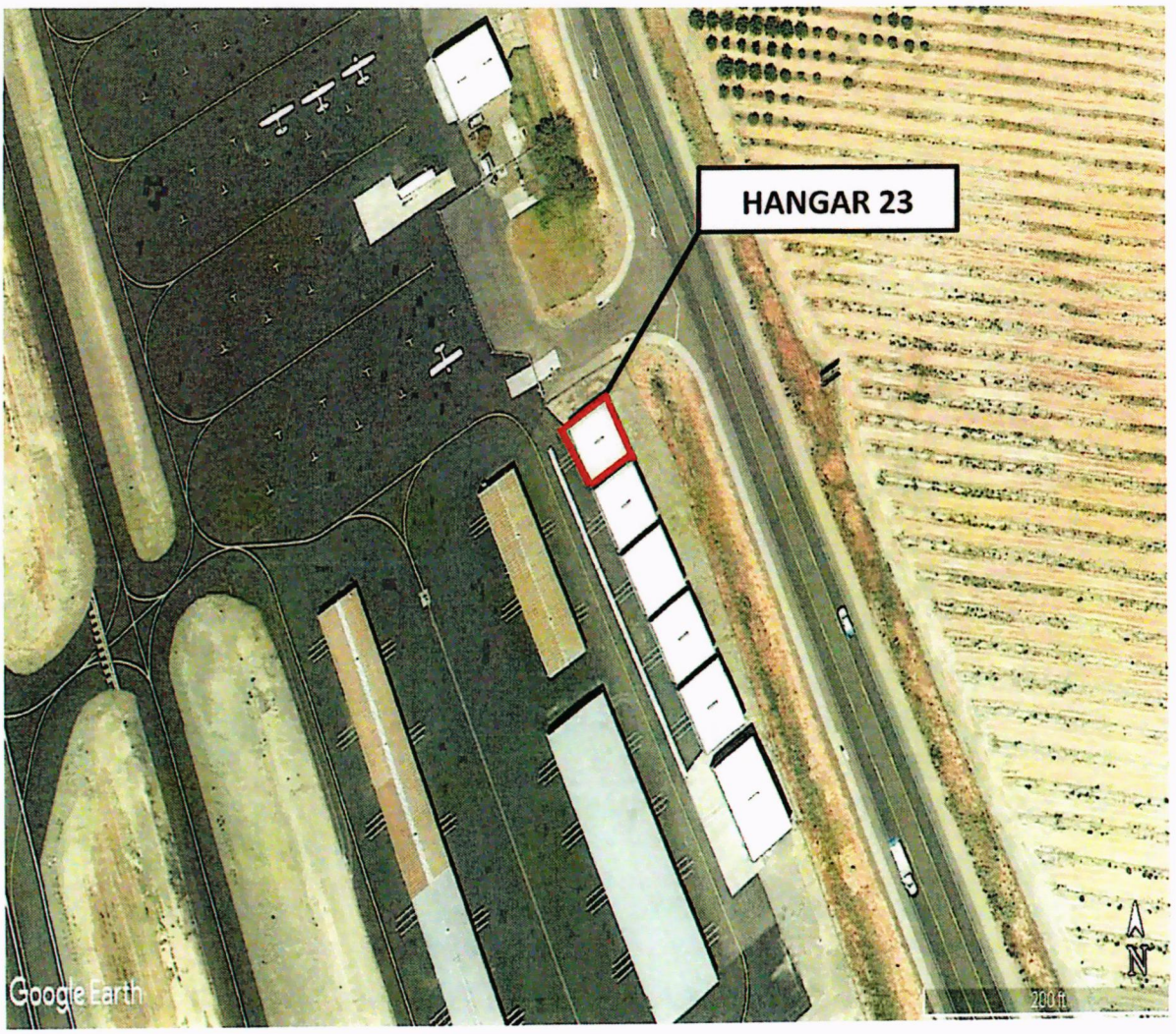
ATTEST: Wendy G. Tyler, Clerk of the Board of Supervisors

By

Patricia Rodriguez, Deputy Clerk

C19-076

EXHIBIT A



NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)

GENERAL PERMIT FOR
STORM WATER DISCHARGES
ASSOCIATED WITH INDUSTRIAL ACTIVITIES

ORDER
NPDES NO. CAS000001

This Order was adopted by the State Water Resources Control Board on	**April 1, 2014**
This Order shall become effective on	**July 1, 2015**
This Order shall expire on	**June 30, 2020**

IT IS HEREBY ORDERED that as of July 1, 2015 this Order supersedes Order 97-03-DWQ except for Order 97-03-DWQ's requirement to submit annual reports by July 1, 2015 and except for enforcement purposes As of July 1, 2015, a Discharger shall comply with the requirements in this Order to meet the provisions contained in Division 7 of the California Water Code (commencing with section 13000) and regulations adopted thereunder, and the provisions of the federal Clean Water Act and regulations and guidelines adopted thereunder

CERTIFICATION

I, Jeanine Townsend, Clerk to the Board, do hereby certify that this Order, including its fact sheet, attachments, and appendices is a full, true, and correct copy of an Order adopted by the State Water Resources Control Board, on April 1, 2014.

AYE	Chair Felicia Marcus Vice Chair Frances Spivy-Weber Board Member Tam M Doduc Board Member Steven Moore
NAY	None
ABSENT	Board Member Dorene D'Adamo
ABSTAIN	None

Jeanine Townsend
Clerk to the Board

Attachment A

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I. FINDINGS

A. General Findings

The State Water Resources Control Board (State Water Board) finds that

1. The Federal Clean Water Act (Clean Water Act) prohibits certain discharges of storm water containing pollutants except in compliance with a National Pollutant Discharge Elimination System (NPDES) permit (33 U S C §§ 1311, 1342 (also referred to as Clean Water Act §§ 301, 402)) The United States Environmental Protection Agency (U S EPA) promulgates federal regulations to implement the Clean Water Act's mandate to control pollutants in storm water discharges. (40 C.F R § 122, et seq) The NPDES permit must require implementation of Best Available Technology Economically Achievable (BAT) and Best Conventional Pollutant Control Technology (BCT) to reduce or prevent pollutants in storm water discharges and authorized non-storm water discharges (NSWDs) The NPDES permit must also include additional requirements necessary to implement applicable water quality objectives or water quality standards (water quality standards, collectively)

2. On November 16, 1990, U S EPA promulgated Phase I storm water regulations in compliance with section 402(p) of the Clean Water Act. (55 Fed Reg 47990, codified at 40 C F R § 122 26) These regulations require operators of facilities subject to storm water permitting (Dischargers), that discharge storm water associated with industrial activity (industrial storm water discharges), to obtain an NPDES permit Section 402(p)(3)(A) of the Clean Water Act also requires that permits for discharges associated with industrial activity include requirements necessary to meet water quality standards

3. Phase II storm water regulations[1] require permitting for storm water discharges from facilities owned and operated by a municipality with a population of less than 100,000 The previous exemption from the Phase I permitting requirements under section 1068 of the Intermodal Surface Transportation Efficiency Act of 1991 was eliminated

4. This Order (General Permit) is an NPDES General Permit issued in compliance with section 402 of the Clean Water Act and shall take effect on July 1, 2015, provided that the Regional Administrator of U.S EPA has no objection If the U S. EPA Regional Administrator has an objection, this General Permit will not become effective until the objection is withdrawn

5. This action to adopt an NPDES General Permit is exempt from the provisions of the California Environmental Quality Act (Pub Resources Code, § 21000, et seq) in accordance with section 13389 of the Water Code. (See *County of*

[1] U S EPA Final NPDES Phase II Rule <http://cfpub epa.gov/npdes/stormwater/swfinal.cfm> [as of February 4, 2014]

Los Angeles v California State Water Resources Control Bd (2006) 143 Cal App 4th 985)

6 State Water Board Order 97-03-DWQ is rescinded as of the effective date of this General Permit (July 1, 2015) except for Order 97-03-DWQ's requirement that annual reports be submitted by July1, 2015 and except for enforcement purposes

7 Effective July 1, 2015, the State Water Board and the Regional Water Quality Control Boards (Regional Water Boards) (Water Boards, collectively) will enforce the provisions herein

8 This General Permit authorizes discharges of industrial storm water to waters of the United States, so long as those discharges comply with all requirements, provisions, limitations, and prohibitions in this General Permit.

9 Industrial activities covered under this General Permit are described in Attachment A

10 The Fact Sheet for this Order is incorporated as findings of this General Permit

11. Acronyms are defined in Attachment B and terms used in this General Permit are defined in Attachment C.

12. This General Permit regulates industrial storm water discharges and authorized NSWDs from specific categories of industrial facilities identified in Attachment A hereto, and industrial storm water discharges and authorized NSWDs from facilities designated by the Regional Water Boards to obtain coverage under this General Permit This General Permit does not apply to industrial storm water discharges and NSWDs that are regulated by other individual or general NPDES permits

13 This General Permit does not preempt or supersede the authority of municipal agencies to prohibit, restrict, or control industrial storm water discharges and authorized NSWDs that may discharge to storm water conveyance systems or other watercourses within their jurisdictions as allowed by state and federal law.

14 All terms defined in the Clean Water Act, U S. EPA regulations, and the Porter-Cologne Water Quality Control Act (Wat Code, § 13000, et seq.) will have the same definition in this General Permit unless otherwise stated

15. Pursuant to 40 Code of Federal Regulations section 131.12 and State Water Board Resolution 68-16, which incorporates the requirements of 40 Code of Federal Regulations section 131 12 where applicable, the State Water Board finds that discharges in compliance with this General Permit will not result in the lowering of water quality to a level that does not achieve water quality objectives and protect beneficial uses Any degradation of water quality from existing high quality water to a level that achieves water quality objectives and

protects beneficial uses is appropriate to support economic development This General Permit's requirements constitute best practicable treatment or control for discharges of industrial storm water and authorized non-storm water discharges, and are therefore consistent with those provisions

16 Compliance with any specific limits or requirements contained in this General Permit does not constitute compliance with any other applicable permits.

17 This General Permit requires that the Discharger certify and submit all Permit Registration Documents (PRDs) for Notice of Intent (NOI) and No Exposure Certification (NEC) coverage via the State Water Board's Storm Water Multiple Application and Report Tracking System (SMARTS) website (See Attachment D for an example of the information required to be submitted in the PRDs via SMARTS.) All other documents required by this General Permit to be electronically certified and submitted via SMARTS can be submitted by the Discharger or by a designated Duly Authorized Representative on behalf of the Discharger Electronic reporting is required to reduce the state's reliance on paper, to improve efficiency, and to make such General Permit documents more easily accessible to the public and the Water Boards

18 All information provided to the Water Boards shall comply with the Homeland Security Act and all other federal law that concerns security in the United States, as applicable

B. Industrial Activities Not Covered Under this General Permit

19 Discharges of storm water from areas on tribal lands are not covered under this General Permit Storm water discharges from industrial facilities on tribal lands are regulated by a separate NPDES permit issued by U S EPA

20 Discharges of storm water regulated under another individual or general NPDES permit adopted by the State Water Board or Regional Water Board are not covered under this General Permit, including the State Water Board NPDES General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities.

21 Storm water discharges to combined sewer systems are not covered under this General Permit These discharges must be covered by an individual permit (40 C F R § 122.26(a)(7))

22. Conveyances that discharge storm water runoff combined with municipal sewage are not covered under this General Permit.

23 Discharges of storm water identified in Clean Water Act section 402(l) (33 U S C § 1342(l)) are not covered under this General Permit

24 Facilities otherwise subject to this General Permit but for which a valid Notice of Non-Applicability (NONA) has been certified and submitted via SMARTS, by the Entity are not covered under this General Permit Entities (See Section XX C 1 of this General Permit) who are claiming "No Discharge"

through the NONA shall meet the eligibility requirements and provide a No Discharge Technical Report in accordance with Section XX C

25 This General Permit does not authorize discharges of dredged or fill material regulated by the US Army Corps of Engineers under section 404 of the Clean Water Act and does not constitute a water quality certification under section 401 of the Clean Water Act.

C. Discharge Prohibitions

26. Pursuant to section 13243 of the Water Code, the State Water Board may specify certain conditions or areas where the discharge of waste, or certain types of waste, is prohibited

27. With the exception of certain authorized NSWDs as defined in Section IV, this General Permit prohibits NSWDs. The State Water Board recognizes that certain NSWDs should be authorized because they are not generated by industrial activity, are not significant sources of pollutants when managed appropriately, and are generally unavoidable because they are related to safety or would occur regardless of industrial activity Prohibited NSWDs may be authorized under other individual or general NPDES permits, or waste discharge requirements issued by the Water Boards

28 Prohibited NSWDs are referred to as unauthorized NSWDs in this General Permit Unauthorized NSWDs shall be either eliminated or permitted by a separate NPDES permit Unauthorized NSWDs may contribute significant pollutant loads to receiving waters Measures to control sources of unauthorized NSWDs such as spills, leakage, and dumping, must be addressed through the implementation of Best Management Practices (BMPs)

29 This General Permit incorporates discharge prohibitions contained in water quality control plans, as implemented by the Water Boards

30. Direct discharges of waste, including industrial storm water discharges, to Areas of Special Biological Significance (ASBS) are prohibited unless the Discharger has applied for and the State Water Board has granted an exception to the State Water Board's 2009 Water Quality Control Plan for Ocean Waters of California as amended by State Water Board Resolution 2012-0056 (California Ocean Plan)[2] allowing the discharge

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[2] State Water Resources Control Board Ocean Standards Web Page <http://www.waterboards.ca.gov/water_issues/programs/ocean/> [as of February 4, 2014]
State Water Resources Control Board Water Quality Control Plan for Ocean Waters of California 2009 <http://www.waterboards.ca.gov/water_issues/programs/ocean/docs/2009_cop_adoptedeffective_usepa.pdf> [as of February 4, 2014]
State Water Resources Control Board Resolution 2012-0056 <http://www.swrcb.ca.gov/board_decisions/adopted_orders/resolutions/2012/rs2012_0056.pdf> [as of February 4, 2014]

D. Effluent Limitations

31. Section 301(b) of the Clean Water Act and 40 Code of Federal Regulations section require NPDES permits to include technology-based requirements at a minimum, and any more stringent effluent limitations necessary for receiving waters to meet applicable water quality standards Clean Water Act section 402(p)(3)(A) requires that discharges of storm water runoff from industrial facilities comply with Clean Water Act section 301

32 This General Permit requires control of pollutant discharges using BAT and BCT to reduce and prevent discharges of pollutants, and any more stringent effluent limitations necessary for receiving waters to meet applicable water quality standards

33 It is not feasible for the State Water Board to establish numeric technology based effluent limitations for discharges authorized by this General Permit at this time The rationale for this determination is discussed in detail in the Fact Sheet of this General Permit. Therefore, this General Permit requires Dischargers to implement minimum BMPs and applicable advanced BMPs as defined in Section X H (collectively, BMPs) to comply with the requirements of this General Permit This approach is consistent with U S EPA's 2008 Multi-Sector General Permit for Stormwater Discharges Associated with Industrial Activity (2008 MSGP)

34 40 Code of Federal Regulations section 122.44(d) requires that NPDES permits include Water Quality Based Effluent Limitations (WQBELs) to attain and maintain applicable numeric and narrative water quality standards for receiving waters

35 Where numeric water quality criteria have not been established, 40 Code of Federal Regulations section 122 44(d)(1)(vi) provides that WQBELs may be established using U S EPA criteria guidance under section 304(a) of the Clean Water Act, a proposed state criteria or policy interpreting narrative criteria supplemented with other relevant information, and/or an indicator parameter

36 This General Permit requires Dischargers to implement BMPs when necessary, in order to support attainment of water quality standards. The use of BMPs to control or abate the discharge of pollutants is authorized by 40 Code of Federal Regulations section 122 44(k)(3) because numeric effluent limitations are infeasible and implementation of BMPs is reasonably necessary to achieve effluent limitations and water quality standards, and to carry out the purposes and intent of the Clean Water Act (40 C F R § 122 44(k)(4).)

E. Receiving Water Limitations

37 This General Permit requires compliance with receiving water limitations based on water quality standards The primary receiving water limitation requires that industrial storm water discharges and authorized NSWDs not

cause or contribute to an exceedance of applicable water quality standards. Water quality standards apply to the quality of the receiving water, not the quality of the industrial storm water discharge Therefore, compliance with the receiving water limitations generally cannot be determined solely by the effluent water quality characteristics If any Discharger's storm water discharge causes or contributes to an exceedance of a water quality standard, that Discharger must implement additional BMPs or other control measures in order to attain compliance with the receiving water limitation Compliance with water quality standards may, in some cases, require Dischargers to implement controls that are more protective than controls implemented solely to comply with the technology-based requirements in this General Permit

F. Total Maximum Daily Loads (TMDLs)

38 TMDLs relate to the maximum amount of a pollutant that a water body can receive and still attain water quality standards. A TMDL is defined as the sum of the allowable loads of a single pollutant from all contributing point sources (the waste load allocations) and non-point sources (load allocations), plus the contribution from background sources. (40 C.F.R. § 130.2(i).) Discharges addressed by this General Permit are considered to be point source discharges, and therefore must comply with effluent limitations that are "consistent with the assumptions and requirements of any available waste load allocation for the discharge prepared by the state and approved by U.S. EPA pursuant to 40 Code of Federal Regulations section 130 7 (40 C F R § 122.44 (d)(1)(vii)) In addition, Water Code section 13263, subdivision (a), requires that waste discharge requirements implement any relevant water quality control plans Many TMDLs contained in water quality control plans include implementation requirements in addition to waste load allocations. Attachment E of this General Permit lists the watersheds with U S EPA-approved and U.S EPA-established TMDLs that include requirements, including waste load allocations, for Dischargers covered by this General Permit

39 The State Water Board recognizes that it is appropriate to develop TMDL-specific permit requirements derived from each TMDL's waste load allocation and implementation requirements, in order to provide clarity to Dischargers regarding their responsibilities for compliance with applicable TMDLs The development of TMDL-specific permit requirements is subject to public noticing requirements and a corresponding public comment period Due to the number and variety of Dischargers subject to a wide range of TMDLs, development of TMDL-specific permit requirements for each TMDL listed in Attachment E will severely delay the reissuance of this General Permit Because most of the TMDLs were established by the Regional Water Boards, and because some of the waste load allocations and/or implementation requirements may be shared by multiple Dischargers, the development of TMDL-specific permit requirements is best coordinated at the Regional Water Board level

40 State and Regional Water Board staff will develop proposed TMDL-specific permit requirements (including monitoring and reporting requirements) for each of the TMDLs listed in Attachment E After conducting a 30-day public comment period, the Regional Water Boards will submit to the State Water Board proposed TMDL-specific permit requirements for adoption by the State Water Board into this General Permit by July 1, 2016 The Regional Water Boards may also include proposed TMDL-specific monitoring requirements for inclusion in this General Permit, or may issue Regional Water Board orders pursuant to Water Code section 13383 requiring TMDL-specific monitoring The proposed TMDL-specific permit requirements shall have no force or effect until adopted, with or without modification, by the State Water Board Consistent with the 2008 MSGP, Dischargers are not required to take any additional actions to comply with the TMDLs listed in Attachment E until the State Water Board reopens this General Permit and includes TMDL-specific permit requirements, unless notified otherwise by a Regional Water Board

41 The Regional Water Boards shall submit to the State Water Board the following information for each of the TMDLs listed in Attachment E

a Proposed TMDL-specific permit, monitoring and reporting requirements applicable to industrial storm water discharges and NSWDs authorized under this General Permit, including compliance schedules and deliverables consistent with the TMDLs TMDL-specific permit requirements are not limited by the BAT/BCT technology-based standards,

b An explanation of how the proposed TMDL-specific permit requirements, compliance schedules, and deliverables are consistent with the assumptions and requirements of any applicable waste load allocation and implement each TMDL, and,

c. Where a BMP-based approach is proposed, an explanation of how the proposed BMPs will be sufficient to implement applicable waste load allocations.

42 Upon receipt of the information described in Finding 40, and no later than July 1, 2016, the State Water Board will issue a public notice and conduct a public comment period for the reopening of this General Permit to amend Attachment E, the Fact Sheet, and other provisions as necessary for incorporation of TMDL-specific permit requirements into this General Permit Attachment E may also be subsequently reopened during the term of this General Permit to incorporate additional TMDL-specific permit requirements

G. Discharges Subject to the California Ocean Plan

43. On October 16, 2012 the State Water Board amended the California Ocean Plan. The amended California Ocean Plan requires industrial storm water dischargers with outfalls discharging to ocean waters to comply with the

California Ocean Plan's model monitoring provisions. These provisions require Dischargers to (a) monitor runoff for specific parameters at all outfalls from two storm events per year, and collect at least one representative receiving water sample per year, (b) conduct specified toxicity monitoring at certain types of outfalls at a minimum of once per year, and (c) conduct marine sediment monitoring for toxicity under specific circumstances The California Ocean Plan provides conditions under which some of the above monitoring provisions may be waived by the Water Boards

44 This General Permit requires Dischargers with outfalls discharging to ocean waters that are subject to the model monitoring provisions of the California Ocean Plan to develop and implement a monitoring plan in compliance with those provisions and any additional monitoring requirements established pursuant to Water Code section 13383. Dischargers that have not developed and implemented a monitoring program in compliance with the California Ocean Plan's model monitoring provisions by July 1, 2015 (the effective date of this General Permit), or seven (7) days prior to commencing operations, whichever is later, are ineligible to obtain coverage under this General Permit.

45 The California Ocean Plan prohibits the direct discharge of waste to ASBS ASBS are defined in California Ocean Plan as "those areas designated by the State Water Board as ocean areas requiring protection of species or biological communities to the extent that alteration of natural water quality is undesirable "

46. The California Ocean Plan authorizes the State Water Board to grant an exception to Ocean Plan provisions where the board determines that the exception will not compromise protection of ocean waters for beneficial uses and the public interest will be served.

47 On March 20, 2012, the State Water Board adopted Resolution 2012-0012 which contains exceptions to the California Ocean Plan for specific discharges of storm water and non-point sources This resolution also contains the special protections that are to be implemented for those discharges to ASBS

48. This General Permit requires Dischargers who have been granted an exception to the Ocean Plan authorizing the discharges to ASBS by the State Water Board to comply with the requirements contained in Section VIII B of this General Permit

H. Training

49 To improve compliance and maintain consistent implementation of this General Permit, Dischargers are required to designate a Qualified Industrial Storm Water Practitioner (QISP) for each facility the Discharger operates that has entered Level 1 status in the Exceedance Response Action (ERA) process as described in Section XII of this General Permit A QISP may be assigned to more than one facility. In order to qualify as a QISP, a State

Water Board-sponsored or approved training course must be completed A competency exam may be required by the State Water Board to demonstrate sufficient knowledge of the QISP course material.

50 A QISP must assist the Discharger in completing the Level 1 status and Level 2 status ERA requirements as specified in Section XII of this General Permit A QISP is also responsible for assisting New Dischargers that will be discharging to an impaired water body with a 303(d) listed impairment, demonstrate eligibility for coverage through preparing the data and/or information required in Section VII B

51 A Compliance Group Leader, as defined in Section XIV of this General Order must complete a State Water Board sponsored or approved training program for Compliance Group Leaders.

52 All engineering work subject to the Professional Engineers Act (Bus & Prof Code § 6700, et seq.) and required by this General Permit shall be performed by a California licensed professional engineer.

53 California licensed professional civil, industrial, chemical, and mechanical engineers and geologists have licenses that have professional overlap with the topics of this General Permit The California Department of Consumer Affairs, Board for Professional Engineers, Land Surveyors and Geologists (CBPELSG) provides the licensure and regulation of professional civil, industrial, chemical, and mechanical engineers and professional geologists in California. The State Water Board is developing a specialized self-guided State Water Board-sponsored registration and training program specifically for these CPBELSG licensed engineers and geologists in good standing with CBPELSG

I Storm Water Pollution Prevention Plan (SWPPP) Requirements

54 This General Permit requires the development of a site-specific SWPPP in accordance with Section X of this General Permit The SWPPP must include the information needed to demonstrate compliance with the requirements of this General Permit The SWPPP must be submitted electronically via SMARTS, and a copy be kept at the facility SWPPP revisions shall be completed in accordance with Section X B of this General Permit

J. Sampling, Visual Observations, Reporting and Record Keeping

55 This General Permit complies with 40 Code of Federal Regulations section 122 44(i), which establishes monitoring requirements that must be included in storm water permits Under this General Permit, Dischargers are required to (a) conduct an Annual Comprehensive Facility Compliance Evaluation (Annual Evaluation) to identify areas of the facility contributing pollutants to industrial storm water discharges, (b) evaluate whether measures to reduce or prevent industrial pollutant loads identified in the Discharger's SWPPP are adequate and properly implemented in accordance with the terms of this

General Permit, and (c) determine whether additional control measures are needed

56 This General Permit contains monitoring requirements that are necessary to determine whether pollutants are being discharged, and whether response actions are necessary Data and information resulting from the monitoring will assist in Dischargers' evaluations of BMP effectiveness and compliance with this General Permit Visual observations are one form of monitoring. This General Permit requires Dischargers to perform a variety of visual observations designed to identify pollutants in industrial storm water discharges and their sources To comply with this General Permit Dischargers shall (1) electronically self-report any violations via SMARTS, (2) comply with the Level 1 status and Level 2 status ERA requirements, when applicable, and (3) adequately address and respond to any Regional Water Board comments on the Discharger's compliance reports

57 Dischargers that meet the requirements of the No Exposure Certification (NEC) Conditional Exclusion set forth in Section XVII of this General Permit are exempt from the SWPPP requirements, sampling requirements, and visual observation requirements in this General Permit

K. Facilities Subject to Federal Storm Water Effluent Limitation Guidelines (ELGs)

58 U S EPA regulations at 40 Code of Federal Regulations Chapter I Subchapter N (Subchapter N) establish technology-based Effluent Limitation Guidelines and New Source Performance Standards (ELGs) for industrial storm water discharges from facilities in specific industrial categories For these facilities, compliance with the BAT/BCT and ELG requirements constitutes compliance with technology-based requirements of this General Permit

59 40 Code of Federal Regulations section 122.44(i)(3) and (4) require storm water permits to require at least one Annual Evaluation and any monitoring requirements for applicable ELGs in Subchapter N This General Permit requires Dischargers to comply with all applicable ELG requirements found in Subchapter N

L. Sampling and Analysis Reduction

60 This General Permit reduces the number of qualifying sampling events required to be sampled each year when the Discharger demonstrates (1) consistent compliance with this General Permit,(2) consistent effluent water quality sampling, and (3) analysis results that do not exceed numerical action levels

M. Role of Numeric Action Levels (NALs) and Exceedance Response Actions (ERAs)

61 This General Permit incorporates a multiple objective performance measurement system that includes NALs, new comprehensive training requirements, Level 1 ERA Reports, Level 2 ERA Technical Reports, and Level 2 ERA Action Plans Two objectives of the performance measurement system are to inform Dischargers, the public and the Water Boards on (1) the overall pollutant control performance at any given facility, and (2) the overall performance of the industrial statewide storm water program. Additionally, the State Water Board expects that this information and assessment process will provide information necessary to determine the feasibility of numeric effluent limitations for industrial dischargers in the next reissuance of this General Permit, consistent with the State Water Board Storm Water Panel of Experts' June 2006 Recommendations [3]

62 This General Permit contains annual and instantaneous maximum NALs The annual NALs are established as the 2008 MSGP benchmark values, and are applicable for all parameters listed in Table 2 The instantaneous maximum NALs are calculated from a Water Board dataset, and are only applicable for Total Suspended Solids (TSS), Oil and Grease (O&G), and pH An NAL exceedance is determined as follows

a. For annual NALs, an exceedance occurs when the average of all analytical results from all samples taken at a facility during a reporting year for a given parameter exceeds an annual NAL value listed in Table 2 of this General Permit, or,

b For the instantaneous maximum NALs, an exceedance occurs when two or more analytical results from samples taken for any parameter within a reporting year exceed the instantaneous maximum NAL value (for Total Suspended Solids, and Oil and Grease), or are outside of the instantaneous maximum NAL range (for pH) listed in Table 2 of this General Permit. For the purposes of this General Permit, the reporting year is July 1 through June 30.

63 The NALs are not intended to serve as technology-based or water quality-based numeric effluent limitations The NALs are not derived directly from either BAT/BCT requirements or receiving water objectives NAL exceedances defined in this General Permit are not, in and of themselves, violations of this General Permit A Discharger that does not fully comply with the Level 1 status and/or Level 2 status ERA requirements, when required by the terms of this General Permit, is in violation of this General Permit

64 ERAs are designed to assist Dischargers in complying with this General Permit Dischargers subject to ERAs must evaluate the effectiveness of their

[3] State Water Board Storm Water Panel of Experts, The Feasibility of Numeric Effluent Limits Applicable to Discharges of Storm Water Associated with Municipal, Industrial and Construction Activities (June 19, 2006) <http://www.swrcb.ca.gov/water_issues/programs/stormwater/docs/numeric/swpanel_final_report.pdf> [as of February 4, 2014]

BMPs being implemented to ensure they are adequate to achieve compliance with this General Permit

65 U S EPA regulations at Subchapter N establish ELGs for storm water discharges from facilities in 11 industrial categories Dischargers subject to these ELGs are required to comply with the applicable requirements.

66 Exceedances of the NALs that are attributable solely to pollutants originating from non-industrial pollutant sources (such as run-on from adjacent facilities, non-industrial portions of the Discharger's property, or aerial deposition) are not a violation of this General Permit because the NALs are designed to provide feedback on industrial sources of pollutants. Dischargers may submit a Non-Industrial Source Pollutant Demonstration as part of their Level 2 ERA Technical Report to demonstrate that the presence of a pollutant causing an NAL exceedance is attributable solely to pollutants originating from non-industrial pollutant sources

67 A Discharger who has designed, installed, and implemented BMPs to reduce or prevent pollutants in industrial storm water discharges in compliance with this General Permit may submit an Industrial Activity BMPs Demonstration, as part of their Level 2 ERA Technical Report

68 This General Permit establishes design storm standards for all treatment control BMPs These design standards are directly based on the standards in State Water Board Order 2000-0011 regarding Standard Urban Storm Water Mitigation Plans (SUSMPs) These design standards are generally expected to be consistent with BAT/BCT, to be protective of water quality, and to be effective for most pollutants The standards are intended to eliminate the need for most Dischargers to further treat/control industrial storm water discharges that are unlikely to contain pollutant loadings that exceed the NALs set forth in this General Permit.

N Compliance Groups

69 Compliance Groups are groups of Dischargers (Compliance Group Participants) that share common types of pollutant sources and industrial activity characteristics Compliance Groups provide an opportunity for the Compliance Group Participants to combine resources and develop consolidated Level 1 ERA Reports for Level 1 NAL exceedances and appropriate BMPs for implementation in response to Level 2 status ERA requirements that are representative of the entire Compliance Group Compliance Groups also provide the Water Boards and the public with valuable information as to how industrial storm water discharges are affected by non-industrial background pollutant sources (including natural background) and geographic locations When developing the next reissuance of this General Permit, the State Water Board expects to have a better understanding of the feasibility and benefits of sector-specific and watershed-based permitting alternatives, which may include technology- or water quality-based numeric effluent limitations. The effluent data, BMP performance data

and other information provided from Compliance Groups' consolidated reporting will further assist the State Water Board in addressing sector-specific and watershed-based permitting alternatives

O. Conditional Exclusion – No Exposure Certification (NEC)

70 Pursuant to U S EPA Phase II regulations, all Dischargers subject to this General Permit may qualify for a conditional exclusion from specific requirements if they submit a NEC demonstrating that their facilities have no exposure of industrial activities and materials to storm water discharges

71 This General Permit requires Dischargers who seek the NEC conditional exclusion to obtain coverage in accordance with Section XVII of this General Permit Dischargers that meet the requirements of the NEC are exempt from the SWPPP, sampling requirements, and monitoring requirements in this General Permit.

72 Dischargers seeking NEC coverage are required to certify and submit the applicable permit registration documents. Annual inspections, re-certifications, and fees are required in subsequent years Light industry facility Dischargers excluded from coverage under the previous permit (Order 97-03-DWQ) must obtain the appropriate coverage under this General Permit Failure to comply with the Conditional Exclusion conditions listed in this General Permit may lead to enforcement for discharging without a permit pursuant to sections 13385 or 13399 25, et seq , of the Water Code A Discharger with NEC coverage that anticipates a change (or changes) in circumstances that would lead to exposure should register for permit coverage prior to the anticipated changes

P. Special Requirements for Facilities Handling Plastic Materials

73 Section 13367 of the Water Code requires facilities handling preproduction plastic to implement specific BMPs aimed at minimizing discharges of such materials The definition of Plastic Materials for the purposes of this General Permit includes the following types of sources of Plastic Materials virgin and recycled plastic resin pellets, powders, flakes, powdered additives, regrind, dust, and other types of preproduction plastics with the potential to discharge or migrate off-site

Q. Regional Water Board Authorities

74 Regional Water Boards are primarily responsible for enforcement of this General Permit This General Permit recognizes that Regional Water Boards have the authority to protect the beneficial uses of receiving waters and prevent degradation of water quality in their region. As such, Regional Water Boards may modify monitoring requirements and review, comment, approve or disapprove certain Discharger submittals required under this General Permit

IT IS HEREBY ORDERED that all Dischargers subject to this General Permit shall comply with the following conditions and requirements

II. RECEIVING GENERAL PERMIT COVERAGE

A. Certification

1 For Storm Water Multiple Application and Report Tracking System (SMARTS) electronic account management and security reasons, as well as enforceability of this General Permit, the Discharger's Legally Responsible Person (LRP) of an industrial facility seeking coverage under this General Permit shall certify and submit all Permit Registration Documents (PRDs) for Notice of Intent (NOI) or No Exposure Certification (NEC) coverage All other documents shall be certified and submitted via SMARTS by the Discharger's (LRP) or by their Duly Authorized Representative in accordance with the Electronic Signature and Certification Requirements in Section XXI.K. All documents required by this General Permit that are certified and submitted via SMARTS shall be in accordance with Section XXI K.

2 Hereinafter references to certifications and submittals by the Discharger refer to the Discharger's LRP and their Duly Authorized Representative.

B. Coverages

This General Permit includes requirements for two (2) types of permit coverage, NOI coverage and NEC coverage State Water Board Order 97-03-DWQ (previous permit) remains in effect until July 1, 2015. When PRDs are certified and submitted and the annual fee is received, the State Water Board will assign the Discharger a Waste Discharger Identification (WDID) number

1 General Permit Coverage (NOI Coverage)

a. Dischargers that discharge storm water associated with industrial activity to waters of the United States are required to meet all applicable requirements of this General Permit.

b The Discharger shall register for coverage under this General Permit by certifying and submitting PRDs via SMARTS (http //smarts waterboards.ca gov), which consist of

i A completed NOI and signed certification statement,

ii A copy of a current Site Map from the Storm Water Pollution Prevention Plan (SWPPP) in Section X E,

iii A SWPPP (see Section X), and,

c. The Discharger shall pay the appropriate Annual Fee in accordance with California Code of Regulations, title 23, section 2200 et seq [4]

2 General Permit Coverage (NEC Coverage)

a Dischargers that certify their facility has no exposure of industrial activities or materials to storm water in accordance with Section XVII qualify for NEC coverage and are not required to comply with the SWPPP or monitoring requirements of this General Permit

b Dischargers who qualify for NEC coverage shall conduct one Annual Facility Comprehensive Compliance Evaluation (Annual Evaluation) as described in Section XV, pay an annual fee, and certify annually that their facilities continue to meet the NEC requirements

c. The Discharger shall submit the following PRDs on or before October 1, 2015 for NEC coverage via SMARTS

i A completed NEC Form (Section XVII F 1) and signed certification statement (Section XVII H),

ii A completed NEC Checklist (Section XVII F.2), and

iii A current Site Map consistent with requirements in Section X E ,

d The Discharger shall pay the appropriate annual fee in accordance with California Code of Regulations, title 23, section 2200 et seq.[5]

3 General PRD Requirements

a Site Maps

Dischargers registering for NOI or NEC coverage shall prepare a site map(s) as part of their PRDs in accordance with Section X.E. A separate copy of the site map(s) is required to be in the SWPPP. If there is a significant change in the facility layout (e g , new building, change in storage locations, boundary change, etc) a revision to the site map is required and shall be certified and submitted via SMARTS

b. A Discharger shall submit a single set of PRDs for coverage under this General Permit for multiple industrial activities occurring at the same facility.

c Any information provided to the Water Boards by the Discharger shall comply with the Homeland Security Act and other federal law that

[4] Annual fees must be mailed or sent electronically using the State Water Boards' Electronic Funds Transfer (EFT) system in SMARTS

[5] See footnote 4

addresses security in the United States, any information that does not comply should not be submitted in the PRDs The Discharger must provide justification to the Regional Water Board regarding redacted information within any submittal

d Dischargers may redact trade secrets from information that is submitted via SMARTS Dischargers who certify and submit redacted information via SMARTS must include a general description of the redacted information and the basis for the redaction in the version that is submitted via SMARTS Dischargers must submit complete and un-redacted versions of the information that are clearly labeled "CONFIDENTIAL" to the Regional Water Board within 30 days of the submittal of the redacted information. All information labeled "CONFIDENTIAL" will be maintained by the Water Boards in a separate, confidential file

4 Schedule for Submitting PRDs - Existing Dischargers Under the Previous Permit

a Existing Dischargers[6] with coverage under the previous permit shall continue coverage under the previous permit until July 1, 2015 All waste discharge requirements and conditions of the previous permit are in effect until July 1, 2015

b Existing Dischargers with coverage under the previous permit shall register for NOI coverage by July 1, 2015 or for NEC coverage by October 1, 2015. Existing Dischargers previously listed in Category 10 (Light Industry) of the previous permit, and continue to have no exposure to industrial activities and materials, have until October 1, 2015 to register for NEC coverage

c Existing Dischargers with coverage under the previous permit, that do not register for NOI coverage by July 1, 2015, may have their permit coverage administratively terminated as soon as July 1, 2015

d Existing Dischargers with coverage under the previous permit that are eligible for NEC coverage but do not register for NEC coverage by October 1, 2015 may have their permit coverage administratively terminated as soon as October 1, 2015

e Existing Dischargers shall continue to comply with the SWPPP requirements in State Water Board Order 97-03-DWQ up to, but no later than, June 30, 2015

[6] Existing Dischargers are Dischargers with an active Notice of Intent (permit coverage) under the previous permit (97-03-DWQ) prior to the effective date of this General Permit

f. Existing Dischargers shall implement an updated SWPPP in accordance with Section X by July 1, 2015

g Existing Dischargers that submit a Notice of Termination (NOT) under the previous permit prior to July 1, 2015 and that receive NOT approval from the Regional Water Board are not subject to this General Permit unless they subsequently submitted new PRDs

5. Schedule for Submitting PRDs - New Dischargers Obtaining Coverage On or After July 1, 2015

New Dischargers registering for NOI coverage on or after July 1, 2015 shall certify and submit PRDs via SMARTS at least seven (7) days prior to commencement of industrial activities or on July 1, 2015, whichever comes later

a New Dischargers registering for NEC coverage shall electronically certify and submit PRDs via SMARTS by October 1, 2015, or at least seven (7) days prior to commencement of industrial activities, whichever is later.

C Termination and Changes to General Permit Coverage

1 Dischargers with NOI or NEC coverage shall request termination of coverage under this General Permit when either (a) operation of the facility has been transferred to another entity, (b) the facility has ceased operations, completed closure activities, and removed all industrial related pollutants, or (c) the facility's operations have changed and are no longer subject to the General Permit. Dischargers shall certify and submit a Notice of Termination via SMARTS Until a valid NOT is received, the Discharger remains responsible for compliance with this General Permit and payment of accrued annual fees.

2 Whenever there is a change to the facility location, the Discharger shall certify and submit new PRDs via SMARTS. When ownership changes, the prior Discharger (seller) must inform the new Discharger (buyer) of the General Permit applications and regulatory coverage requirements. The new Discharger must certify and submit new PRDs via SMARTS to obtain coverage under this General Permit.

3 Dischargers with NOI coverage where the facility qualifies for NEC coverage in accordance with Section XVII of this General Permit, may register for NEC coverage via SMARTS Such Dischargers are not required to submit an NOT to cancel NOI coverage

4 Dischargers with NEC coverage, where changes in the facility and/or facility operations occur, which result in NOI coverage instead of NEC coverage, shall register for NOI coverage via SMARTS Such Dischargers are not required to submit an NOT to cancel NEC coverage

5. Dischargers shall provide additional information supporting an NOT, or revise their PRDs via SMARTS, upon request by the Regional Water Board

6 Dischargers that are denied approval of a submitted NOT or registration for NEC coverage by the Regional Water Board, shall continue compliance with this General Permit under their existing NOI coverage

7 New Dischargers (Dischargers with no previous NOI or NEC coverage) shall register for NOI coverage if the Regional Water Board denies NEC coverage

D. Preparation Requirements

1 The following documents shall be certified and submitted by the Discharger via SMARTS

a. Annual Reports (Section XVI) and SWPPPs (Section X);

b. NOTs,

c Sampling Frequency Reduction Certification (Section XI.C.7),

d Level 1 ERA Reports (Section XII.C) prepared by a QISP;

e. Level 2 ERA Technical Reports and Level 2 ERA Action Plans (Sections XII D 1-2) prepared by a QISP, and,

f SWPPPs for inactive mining operations as described in Section XIII, signed (wet signature and license number) by a California licensed professional engineer.

2. The following documents shall be signed (wet signature and license number) by a California licensed professional engineer

a Calculations for Dischargers subject to Subchapter N in accordance with Section XI.D,

b Notice of Non-Applicability (NONA) Technical Reports described in Section XX C for facilities that are engineered and constructed to have contained the maximum historic precipitation event (or series of events) using the precipitation data collected from the National Oceanic and Atmospheric Agency's website,

c NONA Technical Reports described in Section XX C for facilities located in basins or other physical locations that are not tributaries or hydrologically connected to waters of the United States, and,

d. SWPPPs for inactive mines described in Section XIII

III. DISCHARGE PROHIBITIONS

A. All discharges of storm water to waters of the United States are prohibited except as specifically authorized by this General Permit or another NPDES permit

B. Except for non-storm water discharges (NSWDs) authorized in Section IV, discharges of liquids or materials other than storm water, either directly or indirectly to waters of the United States, are prohibited unless authorized by another NPDES permit Unauthorized NSWDs must be either eliminated or authorized by a separate NPDES permit

C. Industrial storm water discharges and authorized NSWDs that contain pollutants that cause or threaten to cause pollution, contamination, or nuisance as defined in section 13050 of the Water Code, are prohibited

D. Discharges that violate any discharge prohibitions contained in applicable Regional Water Board Water Quality Control Plans (Basin Plans), or statewide water quality control plans and policies are prohibited

E. Discharges to ASBS are prohibited in accordance with the California Ocean Plan, unless granted an exception by the State Water Board and in compliance with the Special Protections contained in Resolution 2012-0012

F. Industrial storm water discharges and NSWDs authorized by this General Permit that contain hazardous substances equal to or in excess of a reportable quantity listed in 40 Code of Federal Regulations sections 110.6, 117 21, or 302 6 are prohibited

IV. AUTHORIZED NON-STORM WATER DISCHARGES (NSWDs)

A. The following NSWDs are authorized provided they meet the conditions of Section IV.B.

1 Fire-hydrant and fire prevention or response system flushing,

2 Potable water sources including potable water related to the operation, maintenance, or testing of potable water systems,

3 Drinking fountain water and atmospheric condensate including refrigeration, air conditioning, and compressor condensate,

4 Irrigation drainage and landscape watering provided all pesticides, herbicides and fertilizers have been applied in accordance with the manufacturer's label,

5 Uncontaminated natural springs, groundwater, foundation drainage, footing drainage,

6 Seawater infiltration where the seawater is discharged back into the source and,

7 Incidental windblown mist from cooling towers that collects on rooftops or adjacent portions of your facility, but not intentional discharges from the cooling tower (e.g., "piped" cooling tower blowdown or drains)

B. The NSWDs identified in Section IV.A are authorized by this General Permit if the following conditions are met

1 The authorized NSWDs are not in violation of any Regional Water Board Water Quality Control Plans (Basin Plans) or other requirements, or statewide water quality control plans or policies requirement,

2 The authorized NSWDs are not in violation of any municipal agency ordinance or requirements,

3 BMPs are included in the SWPPP and implemented to

a Reduce or prevent the contact of authorized NSWDs with materials or equipment that are potential sources of pollutants,

b Reduce, to the extent practicable, the flow or volume of authorized NSWDs,

c. Ensure that authorized NSWDs do not contain quantities of pollutants that cause or contribute to an exceedance of a water quality standards, and,

d Reduce or prevent discharges of pollutants in authorized NSWDs in a manner that reflects best industry practice considering technological availability and economic practicability and achievability

4. The Discharger conducts monthly visual observations (Section XI A 1) of NSWDs and sources to ensure adequate BMP implementation and effectiveness, and,

5. The Discharger reports and describes all authorized NSWDs in the Annual Report

C. Firefighting related discharges are not subject to this General Permit and are not subject to the conditions of Section IV B These discharges, however, may be subject to Regional Water Board enforcement actions under other sections of the Water Code Firefighting related discharges that are contained and are later discharged may be subject to municipal agency ordinances and/or Regional Water Board requirements

V. EFFLUENT LIMITATIONS

A. Dischargers shall implement BMPs that comply with the BAT/BCT requirements of this General Permit to reduce or prevent discharges of pollutants in their storm water discharge in a manner that reflects best industry practice considering technological availability and economic practicability and achievability

B. Industrial storm water discharges from facilities subject to storm water ELGs in Subchapter N shall not exceed those storm water ELGs The ELGs for industrial storm water discharges subject to Subchapter N are in Attachment F of this General Permit

C Dischargers located within a watershed for which a Total Maximum Daily Load (TMDL) has been approved by U S EPA, shall comply with any applicable TMDL-specific permit requirements that have been incorporated into this General Permit in accordance with Section VII A Attachment E contains a reference list of potential TMDLs that may apply to Dischargers subject to this General Permit

VI. RECEIVING WATER LIMITATIONS

A. Dischargers shall ensure that industrial storm water discharges and authorized NSWDs do not cause or contribute to an exceedance of any applicable water quality standards in any affected receiving water

B. Dischargers shall ensure that industrial storm water discharges and authorized NSWDs do not adversely affect human health or the environment

C. Dischargers shall ensure that industrial storm water discharges and authorized NSWDs do not contain pollutants in quantities that threaten to cause pollution or a public nuisance

VII. TOTAL MAXIMUM DAILY LOADS (TMDLs)

A. Implementation

1 The State Water Board shall reopen and amend this General Permit, including Attachment E, the Fact Sheet and other applicable Permit provisions as necessary, in order to incorporate TMDL-specific permit requirements, as described in Findings 38 through 42 Once this General Permit is amended, Dischargers shall comply with the incorporated TMDL-specific permit requirements in accordance with any specified compliance schedule(s) TMDL-specific compliance dates that exceed the term of this General Permit may be included for reference, and are enforceable in the event that this General Permit is administratively extended or reissued

2 The State Water Board may, at its discretion, reopen this General Permit to add TMDL-specific permit requirements to Attachment E, or to incorporate new TMDLs adopted during the term of this General Permit that include requirements applicable to Dischargers covered by this General Permit

B. New Dischargers applying for NOI coverage under this General Permit that will be discharging to a water body with a 303(d) listed impairment are ineligible for coverage unless the Discharger submits data and/or information, prepared by a QISP, demonstrating that

1 The Discharger has eliminated all exposure to storm water of the pollutant(s) for which the water body is impaired, has documented the procedures taken to prevent exposure onsite, and has retained such documentation with the SWPPP at the facility,

2 The pollutant for which the water body is impaired is not present at the Discharger's facility, and the Discharger has retained documentation of this finding with the SWPPP at the facility, or,

3 The discharge of any listed pollutant will not cause or contribute to an exceedance of a water quality standard This is demonstrated if (1) the discharge complies with water quality standard at the point of discharge, or (2) if there are sufficient remaining waste load allocations in an approved TMDL and the discharge is controlled at least as stringently as similar discharges subject to that TMDL

VIII. DISCHARGES SUBJECT TO THE CALIFORNIA OCEAN PLAN

A. Discharges to Ocean Waters

1 Dischargers with outfalls discharging to ocean waters that are subject to the model monitoring provisions of the California Ocean Plan shall develop and implement a monitoring plan in compliance with those provisions and any additional monitoring requirements established pursuant to Water Code section 13383. Dischargers who have not developed and implemented a monitoring program in compliance with the California Ocean Plan's model monitoring provisions by July 1, 2015, or seven (7) days prior to commencing of operations, whichever is later, are ineligible to obtain coverage under this General Permit

2 Dischargers are ineligible for the methods and exceptions provided in Section XI C of this General permit for any of the outfalls discharging to ocean waters subject to the model monitoring provisions of the California Ocean Plan.

B. Discharge Granted an Exceptions for Areas of Special Biological Significance (ASBS)

Dischargers who were granted an exception to the California Ocean Plan prohibition against direct discharges of waste to an ASBS pursuant to Resolution 2012-0012[7] amended by Resolution 2012-0031[8] shall comply with the conditions and requirements set forth in Attachment G of this General Permit Any Discharger that applies for and is granted an exception to the California Ocean Plan prohibition after July 1, 2013 shall comply with the conditions and requirements set forth in the granted exception

IX TRAINING QUALIFICATIONS

A. General

1 A Qualified Industrial Storm Water Practitioner (QISP) is a person (either the Discharger or a person designated by the Discharger) who has completed a State Water Board-sponsored or approved QISP training course[9], and has registered as a QISP via SMARTS Upon completed registration the State Water Board will issue a QISP identification number

2 The Executive Director of the State Water Board or an Executive Officer of a Regional Water Board may rescind any QISP's registration if it is found that the QISP has repeatedly demonstrated an inadequate level of performance in completing the QISP requirements in this General Permit. An individual whose QISP registration has been rescinded may request that the State Water Board review the rescission Any request for review must be received by the State Water Board no later than 30 days of the date that the individual received written notice of the rescission

3 Dischargers with Level 1 status shall

a. Designate a person to be the facility's QISP and ensure that this person has attended and satisfactorily completed the State Water Board-sponsored or approved QISP training course

b Ensure that the facility's designated QISP provides sufficient training to the appropriate team members assigned to perform activities required by this General Permit

[7] State Water Resources Control Board Resolution 2012-0012 <http://www.waterboards.ca.gov/board_decisions/adopted_orders/resolutions/2012/rs2012_0012.pdf> [as of February 4, 2014]

[8] State Water Resources Control Board Resolution 2012-0031 <http://www.swrcb.ca.gov/board_decisions/adopted_orders/resolutions/2012/rs2012_0031.pdf> [as of February 4, 2014]

[9] A specialized self-guided State Water Board-sponsored registration and training program will be available as an option for CPBELSG licensed professional civil, mechanical, industrial, and chemical engineers and professional geologists by the effective date of this General Permit

X. Storm Water Pollution Prevention Plan (SWPPP)

A. SWPPP Elements

Dischargers shall develop and implement a site-specific SWPPP for each industrial facility covered by this General Permit that shall contain the following elements, as described further in this Section[10]

1. Facility Name and Contact Information,
2. Site Map,
3. List of Industrial Materials,
4. Description of Potential Pollution Sources,
5. Assessment of Potential Pollutant Sources,
6. Minimum BMPs,
7. Advanced BMPs, if applicable,
8. Monitoring Implementation Plan,
9. Annual Comprehensive Facility Compliance Evaluation (Annual Evaluation), and,
10. Date that SWPPP was Initially Prepared and the Date of Each SWPPP Amendment, if Applicable

B. SWPPP Implementation and Revisions

All Dischargers are required to implement their SWPPP by July 1, 2015 or upon commencement of industrial activity The Discharger shall

1. Revise their on-site SWPPP whenever necessary,
2. Certify and submit via SMARTS their SWPPP within 30 days whenever the SWPPP contains significant revision(s), and,
3. With the exception of significant revisions, the Discharger is not required to certify and submit via SMARTS their SWPPP revisions more than once every three (3) months in the reporting year

[10] Appendix 1 (SWPPP Checklist) of this General Permit is provided to assist the Discharger in including information required in the SWPPP This checklist is not required to be used

C. SWPPP Performance Standards

1 The Discharger shall ensure a SWPPP is prepared to

a Identify and evaluate all sources of pollutants that may affect the quality of industrial storm water discharges and authorized NSWDs,

b Identify and describe the minimum BMPs (Section X.H 1) and any advanced BMPs (Section X.H.2) implemented to reduce or prevent pollutants in industrial storm water discharges and authorized NSWDs BMPs shall be selected to achieve compliance with this General Permit, and,

c Identify and describe conditions or circumstances which may require future revisions to be made to the SWPPP

2 The Discharger shall prepare a SWPPP in accordance with all applicable SWPPP requirements of this Section A copy of the SWPPP shall be maintained at the facility

D. Planning and Organization

1. Pollution Prevention Team

Each facility must have a Pollution Prevention Team established and responsible for assisting with the implementation of the requirements in this General Permit. The Discharger shall include in the SWPPP detailed information about its Pollution Prevention Team including.

a The positions within the facility organization (collectively, team members) who assist in implementing the SWPPP and conducting all monitoring requirements in this General Permit;

b The responsibilities, duties, and activities of each of the team members, and,

c The procedures to identify alternate team members to implement the SWPPP and conduct required monitoring when the regularly assigned team members are temporarily unavailable (due to vacation, illness, out of town business, or other absences).

2 Other Requirements and Existing Facility Plans

a The Discharger shall ensure its SWPPP is developed, implemented, and revised as necessary to be consistent with any applicable municipal, state, and federal requirements that pertain to the requirements in this General Permit

b The Discharger may include in their SWPPP the specific elements of existing plans, procedures, or regulatory compliance documents that

contain storm water-related BMPs or otherwise relate to the requirements of this General Permit

c The Discharger shall properly reference the original sources for any elements of existing plans, procedures, or regulatory compliance documents included as part of their SWPPP and shall maintain a copy of the documents at the facility as part of the SWPPP

d The Discharger shall document in their SWPPP the facility's scheduled operating hours as defined in Attachment C Scheduled facility operating hours that would be considered irregular (temporary, intermittent, seasonal, weather dependent, etc) shall also be documented in the SWPPP

E. Site Map

1 The Discharger shall prepare a site map that includes notes, legends, a north arrow, and other data as appropriate to ensure the map is clear, legible and understandable.

2 The Discharger may provide the required information on multiple site maps

3 The Discharger shall include the following information on the site map

a The facility boundary, storm water drainage areas within the facility boundary, and portions of any drainage area impacted by discharges from surrounding areas Include the flow direction of each drainage area, on-facility surface water bodies, areas of soil erosion, and location(s) of nearby water bodies (such as rivers, lakes, wetlands, etc) or municipal storm drain inlets that may receive the facility's industrial storm water discharges and authorized NSWDs,

b Locations of storm water collection and conveyance systems, associated discharge locations, and direction of flow. Include any sample locations if different than the identified discharge locations;

c Locations and descriptions of structural control measures[11] that affect industrial storm water discharges, authorized NSWDs, and/or run-on,

d Identification of all impervious areas of the facility, including paved areas, buildings, covered storage areas, or other roofed structures,

[11] Examples of structural control measures are catch basins, berms, detention ponds, secondary containment, oil/water separators, diversion barriers, etc

e Locations where materials are directly exposed to precipitation and the locations where identified significant spills or leaks (Section X.G.1 d) have occurred, and

f Areas of industrial activity subject to this General Permit Identify all industrial storage areas and storage tanks, shipping and receiving areas, fueling areas, vehicle and equipment storage/maintenance areas, material handling and processing areas, waste treatment and disposal areas, dust or particulate generating areas, cleaning and material reuse areas, and other areas of industrial activity that may have potential pollutant sources.

F. List of Industrial Materials

The Discharger shall ensure the SWPPP includes a list of industrial materials handled at the facility, and the locations where each material is stored, received, shipped, and handled, as well as the typical quantities and handling frequency

G. Potential Pollutant Sources

1 Description of Potential Pollutant Sources

a Industrial Processes

The Discharger shall ensure the SWPPP describes each industrial process including manufacturing, cleaning, maintenance, recycling, disposal, and any other activities related to the process The type, characteristics, and approximate quantity of industrial materials used in or resulting from the process shall be included. Areas protected by containment structures and the corresponding containment capacity shall be identified and described.

b Material Handling and Storage Areas

The Discharger shall ensure the SWPPP describes each material handling and storage area, including the type, characteristics, and quantity of industrial materials handled or stored, the shipping, receiving, and loading procedures, the spill or leak prevention and response procedures, and the areas protected by containment structures and the corresponding containment capacity.

c Dust and Particulate Generating Activities

The Discharger shall ensure the SWPPP describes all industrial activities that generate a significant amount of dust or particulate that may be deposited within the facility boundaries The SWPPP shall describe such industrial activities, including the discharge locations, the source type, and the characteristics of the dust or particulate pollutant

d Significant Spills and Leaks

The Discharger shall

i Evaluate the facility for areas where spills and leaks can likely occur,

ii Ensure the SWPPP includes

a) A list of any industrial materials that have spilled or leaked in significant quantities and have discharged from the facility's storm water conveyance system within the previous five-year period,

b) A list of any toxic chemicals identified in 40 Code of Federal Regulations section 302 that have been discharged from the facilities' storm water conveyance system as reported on U S EPA Form R, as well as oil and hazardous substances in excess of reportable quantities (40 C F R §§ 110, 117, and 302) that have discharged from the facility's storm water conveyance system within the previous five-year period,

c) A list of any industrial materials that have spilled or leaked in significant quantities and had the potential to be discharged from the facility's storm water conveyance system within the previous five-year period, and,

iii Ensure that for each discharge or potential discharge listed above the SWPPP includes the location, characteristics, and approximate quantity of the materials spilled or leaked, approximate quantity of the materials discharged from the facility's storm water conveyance system, the cleanup or remedial actions that have occurred or are planned, the approximate remaining quantity of materials that have the potential to be discharged, and the preventive measures taken to ensure spills or leaks of the material do not reoccur

e NSWDs

The Discharger shall

i Ensure the SWPPP includes an evaluation of the facility that identifies all NSWDs, sources, and drainage areas,

ii Ensure the SWPPP includes an evaluation of all drains (inlets and outlets) that identifies connections to the storm water conveyance system,

iii Ensure the SWPPP includes a description of how all unauthorized NSWDs have been eliminated, and,

iv. Ensure all NSWDs are described in the SWPPP This description shall include the source, quantity, frequency, and characteristics of the NSWDs, associated drainage area, and whether it is an authorized or unauthorized NSWD in accordance with Section IV

f. Erodible Surfaces

The Discharger shall ensure the SWPPP includes a description of the facility locations where soil erosion may be caused by industrial activity, contact with storm water, authorized and unauthorized NSWDs, or run-on from areas surrounding the facility

2 Assessment of Potential Pollutant Sources

a The Discharger shall ensure that the SWPPP includes a narrative assessment of all areas of industrial activity with potential industrial pollutant sources At a minimum, the assessment shall include

i. The areas of the facility with likely sources of pollutants in industrial storm water discharges and authorized NSWDs;

ii The pollutants likely to be present in industrial storm water discharges and authorized NSWDs,

iii The approximate quantity, physical characteristics (e g , liquid, powder, solid, etc), and locations of each industrial material handled, produced, stored, recycled, or disposed,

iv The degree to which the pollutants associated with those materials may be exposed to, and mobilized by contact with, storm water,

v The direct and indirect pathways by which pollutants may be exposed to storm water or authorized NSWDs,

vi. All sampling, visual observation, and inspection records,

vii The effectiveness of existing BMPs to reduce or prevent pollutants in industrial storm water discharges and authorized NSWDs,

viii The estimated effectiveness of implementing, to the extent feasible, minimum BMPs to reduce or prevent pollutants in industrial storm water discharges and authorized NSWDs, and,

ix The identification of the industrial pollutants related to the receiving waters with 303(d) listed impairments identified in Appendix 3 or approved TMDLs that may be causing or contributing to an exceedance of a water quality standard in the receiving waters.

b Based upon the assessment above, Dischargers shall identify in the SWPPP any areas of the facility where the minimum BMPs described in

subsection H 1 below will not adequately reduce or prevent pollutants in storm water discharges in compliance with Section V A Dischargers shall identify any advanced BMPs, as described in subsection H 2 below, for those areas

c Based upon the assessment above, Dischargers shall identify any drainage areas with no exposure to industrial activities and materials in accordance with the definitions in Section XVII.

d Based upon the assessment above, Dischargers shall identify any additional parameters, beyond the required parameters in Section XI B 6 that indicate the presence of pollutants in industrial storm water discharges

H. Best Management Practices (BMPs)

1 Minimum BMPs

The Discharger shall, to the extent feasible, implement and maintain all of the following minimum BMPs to reduce or prevent pollutants in industrial storm water discharges [12]

a Good Housekeeping

The Discharger shall

i Observe all outdoor areas associated with industrial activity, including storm water discharge locations, drainage areas, conveyance systems, waste handling/disposal areas, and perimeter areas impacted by off-facility materials or storm water run-on to determine housekeeping needs. Any identified debris, waste, spills, tracked materials, or leaked materials shall be cleaned and disposed of properly,

ii Minimize or prevent material tracking,

iii. Minimize dust generated from industrial materials or activities,

iv Ensure that all facility areas impacted by rinse/wash waters are cleaned as soon as possible,

v Cover all stored industrial materials that can be readily mobilized by contact with storm water,

[12] For the purposes of this General Permit, the requirement to implement BMPs "to the extent feasible" requires Dischargers to select, design, install and implement BMPs that reduce or prevent discharges of pollutants in their storm water discharge in a manner that reflects best industry practice considering technological availability and economic practicability and achievability

vi Contain all stored non-solid industrial materials or wastes (e g , particulates, powders, shredded paper, etc) that can be transported or dispersed by the wind or contact with storm water,

vii Prevent disposal of any rinse/wash waters or industrial materials into the storm water conveyance system,

viii Minimize storm water discharges from non-industrial areas (e.g., storm water flows from employee parking area) that contact industrial areas of the facility, and,

ix Minimize authorized NSWDs from non-industrial areas (e g , potable water, fire hydrant testing, etc.) that contact industrial areas of the facility.

b Preventive Maintenance

The Discharger shall

i. Identify all equipment and systems used outdoors that may spill or leak pollutants,

ii Observe the identified equipment and systems to detect leaks, or identify conditions that may result in the development of leaks,

iii. Establish an appropriate schedule for maintenance of identified equipment and systems, and,

iv Establish procedures for prompt maintenance and repair of equipment, and maintenance of systems when conditions exist that may result in the development of spills or leaks

c. Spill and Leak Prevention and Response

The Discharger shall:

i Establish procedures and/or controls to minimize spills and leaks,

ii Develop and implement spill and leak response procedures to prevent industrial materials from discharging through the storm water conveyance system Spilled or leaked industrial materials shall be cleaned promptly and disposed of properly,

iii. Identify and describe all necessary and appropriate spill and leak response equipment, location(s) of spill and leak response equipment, and spill or leak response equipment maintenance procedures, and,

iv Identify and train appropriate spill and leak response personnel

d Material Handling and Waste Management

The Discharger shall

i Prevent or minimize handling of industrial materials or wastes that can be readily mobilized by contact with storm water during a storm event,

ii Contain all stored non-solid industrial materials or wastes (e g , particulates, powders, shredded paper, etc) that can be transported or dispersed by the wind or contact with storm water,

iii Cover industrial waste disposal containers and industrial material storage containers that contain industrial materials when not in use,

iv Divert run-on and storm water generated from within the facility away from all stockpiled materials,

v Clean all spills of industrial materials or wastes that occur during handling in accordance with the spill response procedures (Section X.H 1.c), and,

vi Observe and clean as appropriate, any outdoor material or waste handling equipment or containers that can be contaminated by contact with industrial materials or wastes

e Erosion and Sediment Controls

For each erodible surface facility location identified in the SWPPP (Section X G 1 f), the Discharger shall

i Implement effective wind erosion controls,

ii Provide effective stabilization for inactive areas, finished slopes, and other erodible areas prior to a forecasted storm event,

iii Maintain effective perimeter controls and stabilize all site entrances and exits to sufficiently control discharges of erodible materials from discharging or being tracked off the site,

iv Divert run-on and storm water generated from within the facility away from all erodible materials, and,

v If sediment basins are implemented, ensure compliance with the design storm standards in Section X H.6.

f. Employee Training Program

The Discharger shall

i Ensure that all team members implementing the various compliance activities of this General Permit are properly trained to implement the requirements of this General Permit, including but not limited to BMP implementation, BMP effectiveness evaluations, visual observations,

and monitoring activities. If a Discharger enters Level 1 status, appropriate team members shall be trained by a QISP,

ii. Prepare or acquire appropriate training manuals or training materials,

iii. Identify which personnel need to be trained, their responsibilities, and the type of training they shall receive,

iv. Provide a training schedule; and,

v. Maintain documentation of all completed training classes and the personnel that received training in the SWPPP

g Quality Assurance and Record Keeping

The Discharger shall:

i. Develop and implement management procedures to ensure that appropriate staff implements all elements of the SWPPP, including the Monitoring Implementation Plan,

ii Develop a method of tracking and recording the implementation of BMPs identified in the SWPPP, and

iii. Maintain the BMP implementation records, training records, and records related to any spills and clean-up related response activities for a minimum of five (5) years (Section XXI J 4)

2 Advanced BMPs

a. In addition to the minimum BMPs described in Section X H 1, the Discharger shall, to the extent feasible, implement and maintain any advanced BMPs identified in Section X G 2 b, necessary to reduce or prevent discharges of pollutants in its storm water discharge in a manner that reflects best industry practice considering technological availability and economic practicability and achievability.

b. Advanced BMPs may include one or more of the following BMPs

i. Exposure Minimization BMPs

These include storm resistant shelters (either permanent or temporary) that prevent the contact of storm water with the identified industrial materials or area(s) of industrial activity

ii Storm Water Containment and Discharge Reduction BMPs

These include BMPs that divert, infiltrate, reuse, contain, retain, or reduce the volume of storm water runoff Dischargers are

encouraged to utilize BMPs that infiltrate or reuse storm water where feasible

iii. Treatment Control BMPs

This is the implementation of one or more mechanical, chemical, biologic, or any other treatment technology that will meet the treatment design standard

iv Other Advanced BMPs

Any additional BMPs not described in subsections b.i through iii above that are necessary to meet the effluent limitations of this General Permit

3 Temporary Suspension of Industrial Activities

For facilities that plan to temporarily suspend industrial activities for ten (10) or more consecutive calendar days during a reporting year, the Discharger may also suspend monitoring if it is infeasible to conduct monitoring while industrial activities are suspended (e g , the facility is not staffed, or the facility is remote or inaccessible) and the facility has been stabilized The Discharger shall include in the SWPPP the BMPs necessary to achieve compliance with this General Permit during the temporary suspension of the industrial activity Once all necessary BMPs have been implemented to stabilize the facility, the Discharger is not required to.

a Perform monthly visual observations (Section XI.A.1 a), or,

b Perform sampling and analysis (Section XI B) if it is infeasible to do so (e.g facility is remotely located)

The Discharger shall upload via SMARTS (7) seven calendar days prior to the planned temporary suspension of industrial activities

a. SWPPP revisions specifically addressing the facility stabilization BMPs,

b The justification for why monitoring is infeasible at the facility during the period of temporary suspension of industrial activities,

c The date the facility is fully stabilized for temporary suspension of industrial activities, and,

d The projected date that industrial activities will resume at the facility.

Upon resumption of industrial activities at the facility, the Discharger shall, via SMARTS, confirm and/or update the date the facility's industrial activities have resumed. At this time, the Discharger is required to resume all compliance activities under this General Permit

The Regional Water Boards may review the submitted information pertaining to the temporary suspension of industrial activities Upon review, the Regional Water Board may request revisions or reject the Discharger's request to temporarily suspend monitoring

4 BMP Descriptions

a The Discharger shall ensure that the SWPPP identifies each BMP being implemented at the facility, including

i The pollutant(s) that the BMP is designed to reduce or prevent in industrial storm water discharges,

ii The frequency, time(s) of day, or conditions when the BMP is scheduled for implementation,

iii The locations within each area of industrial activity or industrial pollutant source where the BMP shall be implemented,

iv The individual and/or position responsible for implementing the BMP,

v. The procedures, including maintenance procedures, and/or instructions to implement the BMP effectively,

vi. The equipment and tools necessary to implement the BMP effectively, and,

vii The BMPs that may require more frequent visual observations beyond the monthly visual observations as described in Section XI A 1

b The Discharger shall ensure that the SWPPP identifies and justifies each minimum BMP or applicable advanced BMP not being implemented at the facility because they do not reflect best industry practice considering technological availability and economic practicability and achievability

c. The Discharger shall identify any BMPs described in subsection a above that are implemented in lieu of any of the minimum or applicable advanced BMPs

5 BMP Summary Table

The Discharger shall prepare a table summarizing each identified area of industrial activity, the associated industrial pollutant sources, the industrial pollutants, and the BMPs being implemented

6 Design Storm Standards for Treatment Control BMPs

All new treatment control BMPs employed by the Discharger to comply with Section X H 2 Advanced BMPs and new sediment basins installed after the effective date of this order shall be designed to comply with design storm standards in this Section, except as provided in an Industrial Activity BMP Demonstration (Section XII D 2 a) A Factor of Safety shall be incorporated into the design of all treatment control BMPs to ensure that storm water is sufficiently treated throughout the life of the treatment control BMPs The design storm standards for treatment control BMPs are as follows

a Volume-based BMPs The Discharger, at a minimum, shall calculate[13] the volume to be treated using one of the following methods·

i. The volume of runoff produced from an 85th percentile 24-hour storm event, as determined from local, historical rainfall records,

ii The volume of runoff produced by the 85th percentile 24-hour storm event, determined as the maximized capture runoff volume for the facility, from the formula recommended in the Water Environment Federation's Manual of Practice,[14] or,

iii The volume of annual runoff required to achieve 80% or more treatment, determined in accordance with the methodology set forth in the latest edition of California Stormwater Best Management Practices Handbook[15], using local, historical rainfall records

b Flow-based BMPs The Discharger shall calculate the flow needed to be treated using one of the following methods

i The maximum flow rate of runoff produced from a rainfall intensity of at least 0 2 inches per hour for each hour of a storm event,

ii. The maximum flow rate of runoff produced by the 85th percentile hourly rainfall intensity, as determined from local historical rainfall records, multiplied by a factor of two, or,

iii The maximum flow rate of runoff, as determined using local historical rainfall records, that achieves approximately the same reduction in total pollutant loads as would be achieved by treatment of the 85th percentile hourly rainfall intensity multiplied by a factor of two

[13] All hydrologic calculations shall be certified by a California licensed professional engineer in accordance with the Professional Engineers Act (Bus & Prof Code § 6700, et seq)

[14] Water Environment Federation (WEF) Manual of Practice No 23/ ASCE Manual of Practice No 87, cited in chapter 5 (1998 Edition) and Cited in Chapter 3 (2012 Edition)

[15] California Stormwater Quality Association Stormwater Best Management Practice New Development and Redevelopment Handbook < http //www casqa org/ > [as of July 3, 2013]

I MONITORING IMPLEMENTATION PLAN

The Discharger shall prepare a Monitoring Implementation Plan in accordance with the requirements of this General Permit The Monitoring Implementation Plan shall be included in the SWPPP and shall include the following items

1 An identification of team members assigned to conduct the monitoring requirements,

2 A description of the following in accordance with Attachment H

a Discharge locations,

b. Visual observation procedures, and,

c Visual observation response procedures related to monthly visual observations and sampling event visual observations

3 Justifications for any of the following that are applicable to the facility

a Alternative discharge locations in accordance with Section XI C 3,

b Representative Sampling Reduction in accordance with Section XI C 4, or,

c Qualified Combined Samples in accordance with Section XI C 5

4 Procedures for field instrument calibration instructions, including calibration intervals specified by the manufacturer, and,

5. An example Chain of Custody form used when handling and shipping water quality samples to the lab

XI. MONITORING

A Visual Observations

1 Monthly Visual Observations

a At least once per calendar month, the Discharger shall visually observe each drainage area for the following

i The presence or indications of prior, current, or potential unauthorized NSWDs and their sources,

ii. Authorized NSWDs, sources, and associated BMPs to ensure compliance with Section IV B 3, and,

iii Outdoor industrial equipment and storage areas, outdoor industrial activities areas, BMPs, and all other potential source of industrial pollutants

b The monthly visual observations shall be conducted during daylight hours of scheduled facility operating hours and on days without precipitation

c The Discharger shall provide an explanation in the Annual Report for uncompleted monthly visual observations

2. Sampling Event Visual Observations

Sampling event visual observations shall be conducted at the same time sampling occurs at a discharge location At each discharge location where a sample is obtained, the Discharger shall observe the discharge of storm water associated with industrial activity

a The Discharger shall ensure that visual observations of storm water discharged from containment sources (e g secondary containment or storage ponds) are conducted at the time that the discharge is sampled

b Any Discharger employing volume-based or flow-based treatment BMPs shall sample any bypass that occurs while the visual observations and sampling of storm water discharges are conducted

c The Discharger shall visually observe and record the presence or absence of floating and suspended materials, oil and grease, discolorations, turbidity, odors, trash/debris, and source(s) of any discharged pollutants

d In the event that a discharge location is not visually observed during the sampling event, the Discharger shall record which discharge locations were not observed during sampling or that there was no discharge from the discharge location

e The Discharger shall provide an explanation in the Annual Report for uncompleted sampling event visual observations

3. Visual Observation Records

The Discharger shall maintain records of all visual observations Records shall include the date, approximate time, locations observed, presence and probable source of any observed pollutants, name of person(s) that conducted the observations, and any response actions and/or additional SWPPP revisions necessary in response to the visual observations.

4 The Discharger shall revise BMPs as necessary when the visual observations indicate pollutant sources have not been adequately addressed in the SWPPP

B. Sampling and Analysis

1 A Qualifying Storm Event (QSE) is a precipitation event that

a Produces a discharge for at least one drainage area, and,

b Is preceded by 48 hours with no discharge from any drainage area

2 The Discharger shall collect and analyze storm water samples from two (2) QSEs within the first half of each reporting year (July 1 to December 31), and two (2) QSEs within the second half of each reporting year (January 1 to June 30)

3 Compliance Group Participants are only required to collect and analyze storm water samples from one (1) QSE within the first half of each reporting year (July 1 to December 31) and one (1) QSE within the second half of the reporting year (January 1 to June 30)

4 Except as provided in Section XI C 4 (Representative Sampling Reduction), samples shall be collected from each drainage area at all discharge locations The samples must be

a Representative of storm water associated with industrial activities and any commingled authorized NSWDs, or,

b Associated with the discharge of contained storm water.

5. Samples from each discharge location shall be collected within four (4) hours of

a. The start of the discharge, or,

b The start of facility operations if the QSE occurs within the previous 12-hour period (e g., for storms with discharges that begin during the night for facilities with day-time operating hours) Sample collection is required during scheduled facility operating hours and when sampling conditions are safe in accordance with Section XI C 6 a ii

6. The Discharger shall analyze all collected samples for the following parameters

a Total suspended solids (TSS) and oil and grease (O&G),

b. pH (see Section XI.C 2),

c. Additional parameters identified by the Discharger on a facility-specific basis that serve as indicators of the presence of all industrial pollutants identified in the pollutant source assessment (Section X G 2) These additional parameters may be modified (added or removed) in accordance with any updated SWPPP pollutant source assessment,

d. Additional applicable parameters listed in Table 1 below These parameters are dependent on the facility Standard Industrial Classification (SIC) code(s);

e Additional applicable industrial parameters related to receiving waters with 303(d) listed impairments or approved TMDLs based on the assessment in Section X G 2 a ix Test methods with lower detection limits may be necessary when discharging to receiving waters with 303(d) listed impairments or TMDLs,

f Additional parameters required by the Regional Water Board The Discharger shall contact its Regional Water Board to determine appropriate analytical test methods for parameters not listed in Table 2 below. These analytical test methods will be added to SMARTS, and

g For discharges subject to Subchapter N, additional parameters specifically required by Subchapter N If the discharge is subject to ELGs, the Dischargers shall contact the Regional Water Board to determine appropriate analytical methods for parameters not listed in Table 2 below

7 The Discharger shall select corresponding NALs, analytical test methods,, and reporting units from the list provided in Table 2 below SMARTS will be updated over time to add additional acceptable analytical test methods. Dischargers may propose an analytical test method for any parameter or pollutant that does not have an analytical test method specified in Table 2 or in SMARTS Dischargers may also propose analytical test methods with substantially similar or more stringent method detection limits than existing approved analytical test methods Upon approval, the analytical test method will be added to SMARTS

8 The Discharger shall ensure that the collection, preservation and handling of all storm water samples are in accordance with Attachment H, Storm Water Sample Collection and Handling Instructions

9 Samples from different discharge locations shall not be combined or composited except as allowed in Section XI.C 5 (Qualified Combined Samples)

10 The Discharger shall ensure that all laboratory analyses are conducted according to test procedures under 40 Code of Federal Regulations part 136, including the observation of holding times, unless other test procedures have been specified in this General Permit or by the Regional Water Board

11. Sampling Analysis Reporting

a. The Discharger shall submit all sampling and analytical results for all individual or Qualified Combined Samples via SMARTS within 30 days of obtaining all results for each sampling event.

b. The Discharger shall provide the method detection limit when an analytical result from samples taken is reported by the laboratory as a "non-detect" or less than the method detection limit. A value of zero shall not be reported.

c. The Discharger shall provide the analytical result from samples taken that is reported by the laboratory as below the minimum level (often referred to as the reporting limit) but above the method detection limit.

Reported analytical results will be averaged automatically by SMARTS. For any calculations required by this General Permit, SMARTS will assign a value of zero (0) for all results less than the minimum level as reported by the laboratory.

TABLE 1: Additional Analytical Parameters

SIC code	SIC code Description	Parameters*
102X	Copper Ores	COD; N+N
12XX	Coal Mines	Al; Fe
144X	Sand and Gravel	N+N
207X	Fats and Oils	BOD; COD; N+N
2421	Sawmills & Planning Mills	COD; Zn
2426	Hardwood Dimension	COD
2429	Special Product Sawmills	COD
243X	Millwork, Veneer, Plywood	COD
244X	Wood Containers	COD
245X	Wood Buildings & Mobile Homes	COD
2491	Wood Preserving	As, Cu
2493	Reconstituted Wood Products	COD
263X	Paperboard Mills	COD
281X	Industrial Inorganic Chemicals	Al; Fe; N+N
282X	Plastic Materials, Synthetics	Zn
284X	Soaps, Detergents, Cosmetics	N+N; Zn
287X	Fertilizers, Pesticides, etc.	Fe, N+N, Pb; Zn; P
301X	Tires, Inner Tubes	Zn
302X	Rubber and Plastic Footwear	Zn
305X	Rubber & Plastic Sealers & Hoses	Zn
306X	Misc. Fabricated Rubber Products	Zn
325X	Structural Clay Products	Al
326X	Pottery & Related Products	Al
3297	Non-Clay Refractories	Al
327X	Concrete, Gypsum, Plaster Products (Except 3274)	Fe
3295	Minerals & Earths	Fe
331X	Steel Works, Blast Furnaces, Rolling and Finishing Mills	Al; Zn
332X	Iron and Steel Foundries	Al; Cu; Fe; Zn
335X	Metal Rolling, Drawing, Extruding	Cu; Zn

336X	Nonferrous Foundries (Castings)	Cu; Zn
34XX	Fabricated Metal Products (Except 3479)	Zn; N+N; Fe; Al
3479	Coating and Engraving	Zn; N+N
4953	Hazardous Waste Facilities	NH3; Mg; COD; As; Cn, Pb; HG; Se; Ag
44XX	Water Transportation	Al, Fe; Pb; Zn
45XX	Air Transportation Facilities[16]	BOD; COD; NH3
4911	Steam Electric Power Generating Facilities	Fe
4953	Landfills and Land Application Facilities	Fe
5015	Dismantling or Wrecking Yards	Fe, Pb; Al
5093	Scrap and Waste Materials (not including source-separated recycling)	Fe; Pb, Al; Zn; COD

*Table 1 Parameter Reference	
Ag – Silver	**Mg** – Magnesium
Al – Aluminum	**N+N** - Nitrate & Nitrite Nitrogen
As – Arsenic	**NH** – Ammonia
BOD – Biochemical Oxygen Demand	**Ni** – Nickel
Cd - Cadmium	**P** – Phosphorus
Cn – Cyanide	**Se** – Selenium
COD – Chemical Oxygen Demand	**TSS** – Total Suspended Solids
Cu – Copper	**Zn** – Zinc
Fe – Iron	**Pb** – Lead
Hg – Mercury	

[16] Only airports (SIC 4512-4581) where a single Discharger, or a combination of permitted facilities use more than 100,000 gallons of glycol-based deicing chemicals and/or 100 tons or more of urea on an average annual basis, are required to monitor these parameters for those outfalls that collect runoff from areas where deicing activities occur.

TABLE 2: Parameter NAL Values, Test Methods, and Reporting Units

PARAMETER	TEST METHOD	REPORTING UNITS	ANNUAL NAL	INSTANTANEOUS MAXIMUM NAL
pH*	See Section XI C.2	pH units	N/A	Less than 6.0 Greater than 9.0
Suspended Solids (TSS)*, Total	SM 2540-D	mg/L	100	400
Oil & Grease (O&G)*, Total	EPA 1664A	mg/L	15	25
Zinc, Total (H)	EPA 200.8	mg/L	0.26**	
Copper, Total (H)	EPA 200.8	mg/L	0.0332**	
Cyanide, Total	SM 4500–CN C, D, or E	mg/L	0.022	
Lead, Total (H)	EPA 200.8	mg/L	0.262**	
Chemical Oxygen Demand (COD)	SM 5220C	mg/L	120	
Aluminum, Total	EPA 200.8	mg/L	0.75	
Iron, Total	EPA 200.7	mg/L	1.0	
Nitrate + Nitrite Nitrogen	SM 4500-NO3- E	mg/L as N	0.68	
Total Phosphorus	SM 4500-P B+E	mg/L as P	2.0	
Ammonia (as N)	SM 4500-NH3 B+ C or E	mg/L	2.14	
Magnesium, total	EPA 200.7	mg/L	0.064	
Arsenic, Total (c)	EPA 200.8	mg/L	0.15	
Cadmium, Total (H)	EPA 200.8	mg/L	0.0053**	
Nickel, Total (H)	EPA 200.8	mg/l	1.02**	
Mercury, Total	EPA 245.1	mg/L	0.0014	
Selenium, Total	EPA 200.8	mg/L	0.005	
Silver, Total (H)	EPA 200.8	mg/L	0.0183**	
Biochemical Oxygen Demand (BOD)	SM 5210B	mg/L	30	

SM – Standard Methods for the Examination of Water and Wastewater, 18th edition
EPA – U.S. EPA test methods
(H) – Hardness dependent
* Minimum parameters required by this General Permit
**The NAL is the highest value used by U.S. EPA based on their hardness table in the 2008 MSGP.

C Methods and Exceptions

1 The Discharger shall comply with the monitoring methods in this General Permit and Attachment H

2 pH Methods

a Dischargers that are not subject to Subchapter N ELGs mandating pH analysis related to acidic or alkaline sources and have never entered Level 1 status for pH, are eligible to screen for pH using wide range litmus pH paper or other equivalent pH test kits The pH screen shall be performed as soon as practicable, but no later than 15 minutes after the sample is collected.

b Dischargers subject to Subchapter N ELGs shall either analyze samples for pH using methods in accordance with 40 Code of Federal Regulations 136 for testing storm water or use a calibrated portable instrument for pH

c Dischargers that enter Level 1 status (see Section XII.C) for pH shall, in the subsequent reporting years, analyze for pH using methods in accordance with 40 Code of Federal Regulations 136 or use a calibrated portable instrument for pH.

d Dischargers using a calibrated portable instrument for pH shall ensure that all field measurements are conducted in accordance with the accompanying manufacturer's instructions

3 Alternative Discharge Locations

a The Discharger is required to identify, when practicable, alternative discharge locations for any discharge locations identified in accordance with Section XI.B.4 if the facility's discharge locations are

i Affected by storm water run-on from surrounding areas that cannot be controlled, and/or,

ii Difficult to observe or sample (e g submerged discharge outlets, dangerous discharge location accessibility)

b The Discharger shall submit and certify via SMARTS any alternative discharge location or revisions to the alternative discharge locations in the Monitoring Implementation Plan

4 Representative Sampling Reduction

a The Discharger may reduce the number of locations to be sampled in each drainage area (e g , roofs with multiple downspouts, loading/unloading areas with multiple storm drains) if the industrial

activities, BMPs, and physical characteristics (grade, surface materials, etc) of the drainage area for each location to be sampled are substantially similar to one another To qualify for the Representative Sampling Reduction, the Discharger shall provide a Representative Sampling Reduction justification in the Monitoring Implementation Plan section of the SWPPP

b The Representative Sampling Reduction justification shall include

i Identification and description of each drainage area and corresponding discharge location(s);

ii A description of the industrial activities that occur throughout the drainage area,

iii. A description of the BMPs implemented in the drainage area;

iv A description of the physical characteristics of the drainage area,

v. A rationale that demonstrates that the industrial activities and physical characteristics of the drainage area(s) are substantially similar, and,

vi An identification of the discharge location(s) selected for representative sampling, and rationale demonstrating that the selected location(s) to be sampled are representative of the discharge from the entire drainage area.

c. A Discharger that satisfies the conditions of subsection 4.b.i through v above shall submit and certify via SMARTS the revisions to the Monitoring Implementation Plan that includes the Representative Sampling Reduction justification.

d Upon submittal of the Representative Sampling Reduction justification, the Discharger may reduce the number of locations to be sampled in accordance with the Representative Sampling Reduction justification The Regional Water Board may reject the Representative Sampling Reduction justification and/or request additional supporting documentation In such instances, the Discharger is ineligible for the Representative Sampling Reduction until the Regional Water Board approves the Representative Sampling Reduction justification

5 Qualified Combined Samples

a The Discharger may authorize an analytical laboratory to combine samples of equal volume from as many as four (4) discharge locations if the industrial activities, BMPs, and physical characteristics (grade, surface materials, etc) within each of the drainage areas are substantially similar to one another.

b The Qualified Combined Samples justification shall include:

i Identification and description of each drainage area and corresponding discharge locations,

ii. A description of the BMPs implemented in the drainage area,

iii A description of the industrial activities that occur throughout the drainage area,

iv. A description of the physical characteristics of the drainage area, and,

v A rationale that demonstrates that the industrial activities and physical characteristics of the drainage area(s) are substantially similar

c A Discharger that satisfies the conditions of subsection 5 b i through iv above shall submit and certify via SMARTS the revisions to the Monitoring Implementation Plan that includes the Qualified Combined Samples justification.

d. Upon submittal of the Qualified Combined Samples justification revisions in the Monitoring Implementation Plan, the Discharger may authorize the lab to combine samples of equal volume from as many as four (4) drainage areas. The Regional Water Board may reject the Qualified Combined Samples justification and/or request additional supporting documentation In such instances, the Discharger is ineligible for the Qualified Combined Samples justification until the Regional Water Board approves the Qualified Combined Samples justification.

e. Regional Water Board approval is necessary to combine samples from more than four (4) discharge locations

6 Sample Collection and Visual Observation Exceptions

a Sample collection and visual observations are not required under the following conditions

i During dangerous weather conditions such as flooding or electrical storms, or,

ii Outside of scheduled facility operating hours The Discharger is not precluded from collecting samples or conducting visual observations outside of scheduled facility operating hours

b In the event that samples are not collected, or visual observations are not conducted in accordance with Section XI B 5 due to these exceptions, an explanation shall be included in the Annual Report

c. Sample collection is not required for drainage areas with no exposure to industrial activities and materials in accordance with the definitions in Section XVII.

7 Sampling Frequency Reduction Certification

a Dischargers are eligible to reduce the number of QSEs sampled each reporting year in accordance with the following requirements

i Results from four (4) consecutive QSEs that were sampled (QSEs may be from different reporting years) did not exceed any NALs as defined in Section XII A, and

ii The Discharger is in full compliance with the requirements of this General Permit and has updated, certified and submitted via SMARTS all documents, data, and reports required by this General Permit during the time period in which samples were collected

b The Regional Water Board may notify a Discharger that it may not reduce the number of QSEs sampled each reporting year if the Discharger is subject to an enforcement action.

c An eligible Discharger shall certify via SMARTS that it meets the conditions in subsection 7.a above

d. Upon Sampling Frequency Reduction certification, the Discharger shall collect and analyze samples from one (1) QSE within the first half of each reporting year (July 1 to December 31), and one (1) QSE within the second half of each reporting year (January 1 to June 30) All other monitoring, sampling, and reporting requirements remain in effect

e Dischargers who participate in a Compliance Group and certify a Sampling Frequency Reduction are only required to collect and analyze storm water samples from one (1) QSE within each reporting year

f. A Discharger may reduce sampling per the Sampling Frequency Reduction certification unless notified by the Regional Water Board that (1) the Sampling Frequency Reduction certification has been rejected or (2) additional supporting documentation must be submitted In such instances, a Discharger is ineligible for the Sampling Frequency Reduction until the Regional Water Board provides Sampling Frequency Reduction certification approval Revised Sampling Frequency Reduction certifications shall be certified and submitted via SMARTS by the Discharger.

g. A Discharger loses its Sampling Frequency Reduction certification if an NAL exceedance occurs (Section XII A)

D. Facilities Subject to Federal Storm Water Effluent Limitation Guidelines (ELGs)

1 In addition to the other requirements in this General Permit, Dischargers with facilities subject to storm water ELGs in Subchapter N shall

a Collect and analyze samples from QSEs for each regulated pollutant specified in the appropriate category in Subchapter N as specified in Section XI.B,

b. For Dischargers with facilities subject to 40 Code of Federal Regulations parts 419[17] and 443[18], estimate or calculate the volume of industrial storm water discharges from each drainage area subject to the ELGs and the mass of each regulated pollutant as defined in parts 419 and 443, and,

c Ensure that the volume/mass estimates or calculations required in subsection b are completed by a California licensed professional engineer

2 Dischargers subject to Subchapter N shall submit the information in Section XI D 1 a through c in their Annual Report

3 Dischargers with facilities subject to storm water ELGs in Subchapter N are ineligible for the Representative Sampling Reduction in Section XI C 4

XII. EXCEEDANCE RESPONSE ACTIONS (ERAs)

A. NALs and NAL Exceedances

The Discharger shall perform sampling, analysis and reporting in accordance with the requirements of this General Permit and shall compare the results to the two types of NAL values in Table 2 to determine whether either type of NAL has been exceeded for each applicable parameter The two types of potential NAL exceedances are as follows

1 Annual NAL exceedance The Discharger shall determine the average concentration for each parameter using the results of all the sampling and analytical results for the entire facility for the reporting year (i e , all "effluent" data) The Discharger shall compare the average concentration for each parameter to the corresponding annual NAL values in Table 2 For Dischargers using composite sampling or flow-weighted measurements in accordance with standard practices, the average concentrations shall be calculated in accordance with the U S EPA's NPDES Storm Water

[17] Part 419 - Petroleum refining point source category
[18] Part 443 - Effluent limitations guidelines for existing sources and standards of performance and pretreatment standards for new sources for the paving and roofing materials (tars and asphalt) point source category

Sampling Guidance Document [19] An annual NAL exceedance occurs when the average of all the analytical results for a parameter from samples taken within a reporting year exceeds the annual NAL value for that parameter listed in Table 2, and,

2. Instantaneous maximum NAL exceedance The Discharger shall compare all sampling and analytical results from each distinct sample (individual or combined as authorized by XI.C 5) to the corresponding instantaneous maximum NAL values in Table 2 An instantaneous maximum NAL exceedance occurs when two (2) or more analytical results from samples taken for any single parameter within a reporting year exceed the instantaneous maximum NAL value (for TSS and O&G) or are outside of the instantaneous maximum NAL range for pH.

B. Baseline Status

At the beginning of a Discharger's NOI Coverage, all Dischargers have Baseline status for all parameters

C. Level 1 Status

A Discharger's Baseline status for any given parameter shall change to Level 1 status if sampling results indicate an NAL exceedance for that same parameter Level 1 status will commence on July 1 following the reporting year during which the exceedance(s) occurred [20]

1. Level 1 ERA Evaluation

   a By October 1 following commencement of Level 1 status for any parameter with sampling results indicating an NAL exceedance, the Discharger shall

   b Complete an evaluation, with the assistance of a QISP, of the industrial pollutant sources at the facility that are or may be related to the NAL exceedance(s), and,

   c. Identify in the evaluation the corresponding BMPs in the SWPPP and any additional BMPs and SWPPP revisions necessary to prevent future NAL exceedances and to comply with the requirements of this General Permit. Although the evaluation may focus on the drainage areas where the NAL exceedance(s) occurred, all drainage areas shall be evaluated

2 Level 1 ERA Report

[19] U S EPA NPDES Storm Water Sampling Guidance Document <http://www.epa.gov/npdes/pubs/owm0093.pdf > [as of February 4, 2014]

[20] For all sampling results reported before June 30th of the preceding reporting year If sample results indicating an NAL exceedance are submitted after June 30th, the Discharger will change status once those results have been reported

a Based upon the above evaluation, the Discharger shall, as soon as practicable but no later than January 1 following commencement of Level 1 status ·

i Revise the SWPPP as necessary and implement any additional BMPs identified in the evaluation,

ii Certify and submit via SMARTS a Level 1 ERA Report prepared by a QISP that includes the following

1) A summary of the Level 1 ERA Evaluation required in subsection C.1 above, and,

2) A detailed description of the SWPPP revisions and any additional BMPs for each parameter that exceeded an NAL

iii Certify and submit via SMARTS the QISP's identification number, name, and contact information (telephone number, e-mail address)

b A Discharger's Level 1 status for a parameter will return to Baseline status once a Level 1 ERA report has been completed, all identified additional BMPs have been implemented, and results from four (4) consecutive QSEs that were sampled subsequent to BMP implementation indicate no additional NAL exceedances for that parameter

3. NAL Exceedances Prior to Implementation of Level 1 Status BMPs

Prior to the implementation of an additional BMP identified in the Level 1 ERA Evaluation or October 1, whichever comes first, sampling results for any parameter(s) being addressed by that additional BMP will not be included in the calculations of annual average or instantaneous NAL exceedances in SMARTS

D. Level 2 Status

A Discharger's Level 1 status for any given parameter shall change to Level 2 status if sampling results indicate an NAL exceedance for that same parameter while the Discharger is in Level 1 Level 2 status will commence on July 1 following the reporting year during which the NAL exceedance(s) occurred [21]

1 Level 2 ERA Action Plan

[21] For all sampling results reported before June 30th of the preceding reporting year If sample results indicating an NAL exceedance are submitted after June 30th, the Discharger will change status upon the date those results have been reported into SMARTS

a. Dischargers with Level 2 status shall certify and submit via SMARTS a Level 2 ERA Action Plan prepared by a QISP that addresses each new Level 2 NAL exceedance by January 1 following the reporting year during which the NAL exceedance(s) occurred. For each new Level 2 NAL exceedance, the Level 2 Action Plan will identify which of the demonstrations in subsection D 2 a through c the Discharger has selected to perform. A new Level 2 NAL exceedance is any Level 2 NAL exceedance for 1) a new parameter in any drainage area, or 2) the same parameter that is being addressed in an existing Level 2 ERA Action Plan in a different drainage area

b The Discharger shall certify and submit via SMARTS the QISP's identification number, name, and contact information (telephone number, e-mail address) if this information has changed since previous certifications

c The Level 2 ERA Action Plan shall at a minimum address the drainage areas with corresponding Level 2 NAL exceedances

d All elements of the Level 2 ERA Action Plan shall be implemented as soon as practicable and completed no later than 1 year after submitting the Level 2 ERA Action Plan

e The Level 2 ERA Action Plan shall include a schedule and a detailed description of the tasks required to complete the Discharger's selected demonstration(s) as described below in Section D 2 a through c.

2 Level 2 ERA Technical Report

On January 1 of the reporting year following the submittal of the Level 2 ERA Action Plan, a Discharger with Level 2 status shall certify and submit a Level 2 ERA Technical Report prepared by a QISP that includes one or more of the following demonstrations

a Industrial Activity BMPs Demonstration

This shall include the following requirements, as applicable

i Shall include a description of the industrial pollutant sources and corresponding industrial pollutants that are or may be related to the NAL exceedance(s),

ii. Shall include an evaluation of all pollutant sources associated with industrial activity that are or may be related to the NAL exceedance(s),

iii. Where all of the Discharger's implemented BMPs, including additional BMPs identified in the Level 2 ERA Action Plan, achieve

compliance with the effluent limitations of this General Permit and are expected to eliminate future NAL exceedance(s), the Discharger shall provide a description and analysis of all implemented BMPs,

iv In cases where all of the Discharger's implemented BMPs, including additional BMPs identified in the Level 2 ERA Action Plan, achieve compliance with the effluent limitations of this General Permit but are not expected to eliminate future NAL exceedance(s), the Discharger shall provide, in addition to a description and analysis of all implemented BMPs

1) An evaluation of any additional BMPs that would reduce or prevent NAL exceedances,

2) Estimated costs of the additional BMPs evaluated, and,

3) An analysis describing the basis for the selection of BMPs implemented in lieu of the additional BMPs evaluated but not implemented

v The description and analysis of BMPs required in subsection a iii above shall specifically address the drainage areas where the NAL exceedance(s) responsible for the Discharger's Level 2 status occurred, although any additional Level 2 ERA Action Plan BMPs may be implemented for all drainage areas, and,

vi If an alternative design storm standard for treatment control BMPs (in lieu of the design storm standard for treatment control BMPs in Section X H 6 in this General Permit) will achieve compliance with the effluent limitations of this General Permit, the Discharger shall provide an analysis describing the basis for the selection of the alternative design storm standard.

b Non-Industrial Pollutant Source Demonstration

This shall include

i A statement that the Discharger has determined that the exceedance of the NAL is attributable solely to the presence of non-industrial pollutant sources (The pollutant may also be present due to industrial activities, in which case the Discharger must demonstrate that the pollutant contribution from the industrial activities by itself does not result in an NAL exceedance) The sources shall be identified as either run-on from adjacent properties, aerial deposition from man-made sources, or as generated by on-site non-industrial sources,

II A statement that the Discharger has identified and evaluated all potential pollutant sources that may have commingled with storm water associated with the Discharger's industrial activity and may be contributing to the NAL exceedance;

III. A description of any on-site industrial pollutant sources and corresponding industrial pollutants that are contributing to the NAL exceedance,

IV. An assessment of the relative contributions of the pollutant from (1) storm water run-on to the facility from adjacent properties or non-industrial portions of the Discharger's property or from aerial deposition and (2) the storm water associated with the Discharger's industrial activity,

V A summary of all existing BMPs for that parameter, and,

VI. An evaluation of all on-site/off-site analytical monitoring data demonstrating that the NAL exceedances are caused by pollutants in storm water run-on to the facility from adjacent properties or non-industrial portions of the Discharger's property or from aerial deposition

c. Natural Background Pollutant Source Demonstration

This shall include

I. A statement that the Discharger has determined that the NAL exceedance is attributable solely to the presence of the pollutant in the natural background that has not been disturbed by industrial activities (The pollutant may also be present due to industrial activities, in which case the Discharger must demonstrate that the pollutant contribution from the industrial activities by itself does not result in an NAL exceedance),

II A summary of all data previously collected by the Discharger, or other identified data collectors, that describes the levels of natural background pollutants in the storm water discharge,

III A summary of any research and published literature that relates the pollutants evaluated at the facility as part of the Natural Background Source Demonstration,

IV Map showing the reference site location in relation to facility along with available land cover information,

V Reference site and test site elevation,

vi Available geology and soil information for reference and test sites,

vii Photographs showing site vegetation,

viii Site reconnaissance survey data regarding presence of roads, outfalls, or other human-made structures, and,

ix Records from relevant state or federal agencies indicating no known mining, forestry, or other human activities upstream of the proposed reference site

3 Level 2 ERA Technical Report Submittal

a The Discharger shall certify and submit via SMARTS the Level 2 ERA Technical Report described in Section D.2 above

b The State Water Board and Regional Boards (Water Boards) may review the submitted Level 2 ERA Technical Reports Upon review of a Level 2 ERA Technical Report, the Water Boards may reject the Level 2 ERA Technical Report and direct the Discharger to take further action(s) to comply with this General Permit

c Dischargers with Level 2 status who have submitted the Level 2 ERA Technical Report are only required to annually update the Level 2 ERA Technical Report based upon additional NAL exceedances of the same parameter and same drainage area (if the original Level 2 ERA Technical Report contained an Industrial Activity BMP Demonstration and the implemented BMPs were expected to eliminate future NAL exceedances in accordance with Section XII D 2 a ii), facility operational changes, pollutant source(s) changes, and/or information that becomes available via compliance activities (monthly visual observations, sampling results, annual evaluation, etc) The Level 2 ERA Technical Report shall be prepared by a QISP and be certified and submitted via SMARTS by the Discharger with each Annual Report. If there are no changes prompting an update of the Level 2 ERA Technical Report, as specified above, the Discharger will provide this certification in the Annual Report that there have been no changes warranting re-submittal of the Level 2 ERA Technical Report

d Dischargers are not precluded from submitting a Level 2 ERA Action Plan or ERA Technical Report prior to entering Level 2 status if information is available to adequately prepare the report and perform the demonstrations described above A Discharger who chooses to submit a Level 2 ERA Action Plan or ERA Technical Report prior to entering Level 2 status will automatically be placed in Level 2 in accordance to the Level 2 ERA schedule

4 Eligibility for Returning to Baseline Status

a Dischargers with Level 2 status who submit an Industrial Activity BMPs Demonstration in accordance with subsection 2 a i through iii above and have implemented BMPs to prevent future NAL exceedance(s) for the Level 2 parameter(s) shall return to baseline status for that parameter, if results from four (4) subsequent consecutive QSEs sampled indicate no additional NAL exceedance(s) for that parameter(s) If future NAL exceedances occur for the same parameter(s), the Discharger's Baseline status will return to Level 2 status on July 1 in the subsequent reporting year during which the NAL exceedance(s) occurred These Dischargers shall update the Level 2 ERA Technical Report as required above in Section D 3 c

b. Dischargers are ineligible to return to baseline status if they submit any of the following

i. A industrial activity BMP demonstration in accordance with subsection 2 a iv above,

ii An non-industrial pollutant source demonstration, or,

iii A natural background pollutant source demonstration

5 Level 2 ERA Implementation Extension

a Dischargers that need additional time to submit the Level 2 ERA Technical Report shall be automatically granted a single time extension for up to six (6) months upon submitting the following items into SMARTS, as applicable.

i Reasons for the time extension;

ii A revised Level 2 ERA Action Plan including a schedule and a detailed description of the necessary tasks still to be performed to complete the Level 2 ERA Technical Report, and

iii A description of any additional temporary BMPs that will be implemented while permanent BMPs are being constructed

b The Regional Water Boards will review Level 2 ERA Implementation Extensions for completeness and adequacy. Requests for extensions that total more than six (6) months are not granted unless approved in writing by the Water Boards The Water Boards may (1) reject or revise the time allowed to complete Level 2 ERA Implementation Extensions, (2) identify additional tasks necessary to complete the Level 2 ERA Technical Report, and/or (3) require the Discharger to implement additional temporary BMPs

XIII. INACTIVE MINING OPERATION CERTIFICATION

A. Inactive mining operations are defined in Part 3 of Attachment A of this General Permit. The Discharger may, in lieu of complying with the General Permit requirements described in subsection B below, certify and submit via SMARTS that their inactive mining operation meets the following conditions

1 The Discharger has determined and justified in the SWPPP that it is impracticable to implement the monitoring requirements in this General Permit for the inactive mining operation,

2 A SWPPP has been signed (wet signature and license number) by a California licensed professional engineer and is being implemented in accordance with the requirements of this General Permit, and,

3. The facility is in compliance with this General Permit, except as provided in subsection B below.

B. The Discharger who has certified and submitted that they meet the conditions in subsection A above, are not subject to the following General Permit requirements

1. Monitoring Implementation Plan in Section X I,

2. Monitoring Requirements in Section XI,

3. Exceedance Response Actions (ERAs) in Section XII; and,

4. Annual Report Requirements in Section XVI.

C. Inactive Mining Operation Certification Submittal Schedule

1 The Discharger shall certify and submit via SMARTS NOI coverage PRDs listed in Section II.B.1 and meet the conditions in subsection A above

2 The Discharger shall annually inspect the inactive mining site and certify via SMARTS no later than July 15th of each reporting year, that their inactive mining operation continues to meet the conditions in subsection A above.

3 The Discharger shall have a California licensed professional engineer review and update the SWPPP if there are changes to their inactive mining operation or additional BMPs are needed to comply with this General Permit Any significant updates to the SWPPP shall be signed (wet signature and license number) by a California license professional engineer

4 The Discharger shall certify and submit via SMARTS any significantly revised SWPPP within 30 days of the revision(s)

XIV COMPLIANCE GROUPS AND COMPLIANCE GROUP LEADERS

A. Compliance Group Qualification Requirements

1 Any group of Dischargers of the same industry type or any QISP representing Dischargers of the same industry type may form a Compliance Group A Compliance Group shall consist of Dischargers that operate facilities with similar types of industrial activities, pollutant sources, and pollutant characteristics (e g , scrap metals recyclers would join a different group than paper recyclers, truck vehicle maintenance facilities would join a different group than airplane vehicle maintenance facilities, etc) A Discharger participating in a Compliance Group is termed a Compliance Group Participant Participation in a Compliance Group is not required Compliance Groups may be formed at any time

2 Each Compliance Group shall have a Compliance Group Leader.

3. To establish a Compliance Group, the Compliance Group Leader shall register as a Compliance Group Leader via SMARTS The registration shall include documentation demonstrating compliance with the Compliance Group qualification requirements above and a list of the Compliance Group Participants

4 Each Compliance Group Participant shall register as a member of an established Compliance Group via SMARTS.

5. The Executive Director of the State Water Board may review Compliance Group registrations and/or activities for compliance with the requirements of this General Permit. The Executive Director may reject the Compliance Group, the Compliance Group Leader, or individual Compliance Group Participants within the Compliance Group

B. Compliance Group Leader Responsibilities

1 A Compliance Group Leader must complete a State Water Board sponsored or approved training program for Compliance Group Leaders.

2. The Compliance Group Leader shall assist Compliance Group Participants with all compliance activities required by this General Permit.

3 A Compliance Group Leader shall prepare a Consolidated Level 1 ERA Report for all Compliance Group Participants with Level 1 status for the same parameter Compliance Group Participants who certify and submit these Consolidated Level 1 ERA Reports are subject to the same provisions as individual Dischargers with Level 1 status, as described in Section XII.C A Consolidated Level 1 ERA Report is equivalent to a Level 1 ERA Report

4 The Compliance Group Leader shall update the Consolidated Level 1 ERA Report as needed to address additional Compliance Group Participants with ERA Level 1 status

5 A Compliance Group Leader shall prepare a Level 2 ERA Action Plan specific to each Compliance Group Participant with Level 2 status. Compliance Group Participants who certify and submit these Level 2 ERA Action Plans are subject to the same provisions as individual Dischargers with Level 2 status, as described in Section XII D

6 A Compliance Group Leader shall prepare a Level 2 ERA Technical Report specific to each Compliance Group Participant with Level 2 status Compliance Group Participants who certify and submit these Level 2 ERA Technical Reports are subject to the same provisions as individual Dischargers with Level 2 status, as described in Section XII.D

7 The Compliance Group Leader shall inspect all the facilities of the Compliance Group Participants that have entered Level 2 status prior to preparing the individual Level 2 ERA Technical Report

8 The Compliance Group Leader shall revise the Consolidated Level 1 ERA Report, individual Level 2 ERA Action Plans, or individual Level 2 Technical Reports in accordance with any comments received from the Water Boards

9 The Compliance Group Leader shall inspect all the facilities of the Compliance Group Participants at a minimum of once per reporting year (July 1 to June 30)

C. Compliance Group Participant Responsibilities

1 Each Compliance Group Participant is responsible for permit compliance for the Compliance Group Participant's facility and for ensuring that the Compliance Group Leader's activities related to the Compliance Group Participant's facility comply with this General Permit

2 Compliance Group Participants with Level 1 status shall certify and submit via SMARTS the Consolidated Level 1 ERA Report The Compliance Group Participants shall certify that they have reviewed the Consolidated Level 1 ERA Report and have implemented any required additional BMPs. Alternatively, the Compliance Group Participant may submit an individual Level 1 ERA Report in accordance with the provisions in Section XII C 2

3. Compliance Group Participants with Level 2 status shall certify and submit via SMARTS their individual Level 2 ERA Action Plan and Technical Report prepared by their Compliance Group Leader Each Compliance Group Participant shall certify that they have reviewed the Level 2 ERA Action Plan and Technical Report and will implement any required additional BMPs

4. Compliance Group Participants can at any time discontinue their participation in their associated Compliance Group via SMARTS Upon discontinuation, the former Compliance Group Participant is immediately subject to the sampling and analysis requirements described in Section XI B.2

XV. ANNUAL COMPREHENSIVE FACILITY COMPLIANCE EVALUATION (ANNUAL EVALUATION)

The Discharger shall conduct one Annual Evaluation for each reporting year (July 1 to June 30) If the Discharger conducts an Annual Evaluation fewer than eight (8) months, or more than sixteen (16) months, after it conducts the previous Annual Evaluation, it shall document the justification for doing so The Discharger shall revise the SWPPP, as appropriate, and implement the revisions within 90 days of the Annual Evaluation At a minimum, Annual Evaluations shall consist of

A. A review of all sampling, visual observation, and inspection records conducted during the previous reporting year,

B. An inspection of all areas of industrial activity and associated potential pollutant sources for evidence of, or the potential for, pollutants entering the storm water conveyance system,

C. An inspection of all drainage areas previously identified as having no exposure to industrial activities and materials in accordance with the definitions in Section XVII,

D. An inspection of equipment needed to implement the BMPs,

E. An inspection of any BMPs,

F. A review and effectiveness assessment of all BMPs for each area of industrial activity and associated potential pollutant sources to determine if the BMPs are properly designed, implemented, and are effective in reducing and preventing pollutants in industrial storm water discharges and authorized NSWDs, and,

G. An assessment of any other factors needed to comply with the requirements in Section XVI B

XVI. ANNUAL REPORT

A. The Discharger shall certify and submit via SMARTS an Annual Report no later than July 15th following each reporting year using the standardized format and checklists in SMARTS

B. The Discharger shall include in the Annual Report

1. A Compliance Checklist that indicates whether a Discharger complies with, and has addressed all applicable requirements of this General Permit,

2 An explanation for any non-compliance of requirements within the reporting year, as indicated in the Compliance Checklist,

3 An identification, including page numbers and/or sections, of all revisions made to the SWPPP within the reporting year, and,

4 The date(s) of the Annual Evaluation.

XVII. CONDITIONAL EXCLUSION - NO EXPOSURE CERTIFICATION (NEC)

A. Discharges composed entirely of storm water that has not been exposed to industrial activity are not industrial storm water discharges Dischargers are conditionally excluded from complying with the SWPPP and monitoring requirements of this General Permit if all of the following conditions are met

1. There is no exposure of Industrial Materials and Activities to rain, snow, snowmelt, and/or runoff,

2 All unauthorized NSWDs have been eliminated and all authorized NSWDs meet the conditions of Section IV,

3 The Discharger has certified and submitted via SMARTS PRDs for NEC coverage pursuant to the instructions in Section II B 2, and,

4 The Discharger has satisfied all other requirements of this Section

B. NEC Specific Definitions

1. No Exposure - all Industrial Materials and Activities are protected by a Storm-Resistant Shelter to prevent all exposure to rain, snow, snowmelt, and/or runoff

2 Industrial Materials and Activities - includes, but is not limited to, industrial material handling activities or equipment, machinery, raw materials, intermediate products, by-products, final products, and waste products.

3 Material Handling Activities - includes the storage, loading and unloading, transportation, or conveyance of any industrial raw material, intermediate product, final product, or waste product

4 Sealed - banded or otherwise secured, and without operational taps or valves.

5 Storm-Resistant Shelters - includes completely roofed and walled buildings or structures. Also includes structures with only a top cover supported by permanent supports but with no side coverings, provided material within the structure is not subject to wind dispersion (sawdust, powders, etc.), or track-out, and there is no storm water discharged from within the structure that comes into contact with any materials

C. NEC Qualifications

To qualify for an NEC, a Discharger shall

1 Except as provided in subsection D below, provide a Storm-Resistant Shelter to protect Industrial Materials and Activities from exposure to rain, snow, snowmelt, run-on, and runoff,

2 Inspect and evaluate the facility annually to determine that storm water exposed to industrial materials or equipment has not and will not be discharged to waters of the United States Evaluation records shall be maintained for five (5) years in accordance with Section XXI J 4,

3. Register for NEC coverage by certifying that there are no discharges of storm water contaminated by exposure to Industrial Materials and Activities from areas of the facility subject to this General Permit, and certify that all unauthorized NSWDs have been eliminated and all authorized NSWDs meet the conditions of Section IV (Authorized NSWDs) NEC coverage and annual renewal requires payment of an annual fee in accordance with California Code of Regulations, title 23, section 2200 et seq , and,

4 Submit PRDs for NEC coverage shall be prepared and submitted in accordance with the

   a. Certification requirements in Section XXI.K, and,

   b. Submittal schedule in accordance with Section II B 2

D. NEC Industrial Materials and Activities - Storm-Resistant Shelter Not Required

To qualify for NEC coverage, a Storm-Resistant Shelter is not required for the following·

1 Drums, barrels, tanks, and similar containers that are tightly Sealed, provided those containers are not deteriorated, do not contain residual industrial materials on the outside surfaces, and do not leak;

2 Adequately maintained vehicles used in material handling,

3 Final products, other than products that would be mobilized in storm water discharge (e g , rock salt),

4 Any Industrial Materials and Activities that are protected by a temporary shelter for a period of no more than ninety (90) days due to facility construction or remodeling; and,

5. Any Industrial Materials and Activities that are protected within a secondary containment structure that will not discharge storm water to waters of the United States

E. NEC Limitations

1 NEC coverage is available on a facility-wide basis only, not for individual outfalls If a facility has industrial storm water discharges from one or more drainage areas that require NOI coverage, Dischargers shall register for NOI coverage for the entire facility through SMARTS in accordance with Section II B 2 Any drainage areas on that facility that would otherwise qualify for NEC coverage may be specially addressed in the facility SWPPP by including an NEC Checklist and a certification statement demonstrating that those drainage areas of the facility have been evaluated, and that none of the Industrial Materials or Activities listed in subsection C above are, or will be in the foreseeable future, exposed to precipitation.

2 If circumstances change and Industrial Materials and Activities become exposed to rain, snow, snowmelt, and/or runoff, the conditions for this exclusion shall no longer apply In such cases, the Discharger may be subject to enforcement for discharging without a permit. A Discharger with NEC coverage that anticipates changes in circumstances should register for NOI coverage at least seven (7) days before anticipated exposure

3. The Regional Water Board may deny NEC coverage and require NOI coverage upon determining that

   a Storm water is exposed to Industrial Materials and Activities, and/or

   b. The discharge has a reasonable potential to cause or contribute to an exceedance of an applicable water quality standards.

F. NEC Permit Registration Documents Required for Initial NEC Coverage

A Discharger shall submit via SMARTS the following PRDs for NEC coverage to document the applicability of the conditional exclusion

1 The NEC form, which includes

   a The legal name, postal address, telephone number, and e-mail address of the Discharger,

   b. The facility business name and physical mailing address, the county name, and a description of the facility location if the facility does not have a physical mailing address, and,

   c Certification by the Discharger that all PRDs submitted are correct and true and the conditions of no exposure have been met

2. An NEC Checklist prepared by the Discharger demonstrating that the facility has been evaluated, and that none of the following industrial materials or activities are, or will be in the foreseeable future, exposed to precipitation

a Using, storing or cleaning industrial machinery or equipment, and areas where residuals from using, storing or cleaning industrial machinery or equipment remain and are exposed,

b Materials or residuals on the ground or in storm water inlets from spills/leaks,

c Materials or products from past industrial activity,

d Material handling equipment (except adequately maintained vehicles),

e Materials or products during loading/unloading or transporting activities,

f Materials or products stored outdoors (except final products intended for outside use, e g , new cars, where exposure to storm water does not result in the discharge of pollutants),

g Materials contained in open, deteriorated or leaking storage drums, barrels, tanks, and similar containers,

h Materials or products handled/stored on roads or railways owned or maintained by the Discharger,

i Waste material (except waste in covered, non-leaking containers, e.g., dumpsters),

j. Application or disposal of processed wastewater (unless already covered by an NPDES permit), and,

k Particulate matter or visible deposits of residuals from roof stacks/vents evident in the storm water outflow

3 Site Map (see Section X E)

G. Requirements for Annual NEC Coverage Recertification

By October 1 of each reporting year beginning in 2015, any Discharger who has previously registered for NEC coverage shall either submit and certify an NEC demonstrating that the facility has been evaluated, and that none of the Industrial Materials or Activities listed above are, or will be in the foreseeable future, exposed to precipitation, or apply for NOI coverage.

H. NEC Certification Statement

All NEC certifications and re-certifications shall include the following certification statement.

I certify under penalty of law that I have read and understand the eligibility requirements for claiming a condition of 'no exposure' and obtaining an exclusion from NPDES storm water permitting, and that there are no discharges of storm water contaminated by exposure to industrial activities

or materials from the industrial facility identified in this document (except as allowed in subsection C above) I understand that I am obligated to submit a no exposure certification form annually to the State Water Board and, if requested, to the operator of the local Municipal Separate Storm Sewer System (MS4) into which this facility discharges (where applicable) I understand that I must allow the Water Board staff, or MS4 operator where the discharge is into the local MS4, to perform inspections to confirm the condition of no exposure and to make such inspection reports publicly available upon request I understand that I must obtain coverage under an NPDES permit prior to any point source discharge of storm water from the facility I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted Based upon my inquiry of the person or persons who manage the system, or those persons directly involved in gathering the information, the information submitted is to the best of my knowledge and belief true, accurate and complete I am aware there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations

XVIII SPECIAL REQUIREMENTS - PLASTIC MATERIALS

A. Facilities covered under this General Permit that handle Plastic Materials are required to implement BMPs to eliminate discharges of plastic in storm water in addition to the other requirements of this General Permit that are applicable to all other Industrial Materials and Activities Plastic Materials are virgin and recycled plastic resin pellets, powders, flakes, powdered additives, regrind, dust, and other similar types of preproduction plastics with the potential to discharge or migrate off-site Any Dischargers' facility handling Plastic Materials will be referred to as Plastics Facilities in this General Permit Any Plastics Facility covered under this General Permit that manufactures, transports, stores, or consumes these materials shall submit information to the State Water Board in their PRDs, including the type and form of plastics, and which BMPs are implemented at the facility to prevent illicit discharges Pursuant to Water Code section 13367, Plastics Facilities are subject to mandatory, minimum BMPs.

1 At a minimum, Plastics Facilities shall implement and include in the SWPPP

a Containment systems at each on-site storm drain discharge location down gradient of areas containing plastic material The containment system shall be designed to trap all particles retained by a 1mm mesh screen, with a treatment capacity of no less than the peak flow rate from a one-year, one-hour storm

b When a containment system is infeasible, or poses the potential to cause an illicit discharge, the facility may propose a technically feasible

alternative BMP or suite of BMPs The alternative BMPs shall be designed to achieve the same or better performance standard as a 1mm mesh screen with a treatment capacity of the peak flow rate from a one-year, one-hour storm Alternative BMPs shall be submitted to the Regional Water Board for approval.

c Plastics Facilities shall use durable sealed containers designed not to rupture under typical loading and unloading activities at all points of plastic transfer and storage

d Plastics Facilities shall use capture devices as a form of secondary containment during transfers, loading, or unloading Plastic Materials Examples of capture devices for secondary containment include, but are not limited to catch pans, tarps, berms or any other device that collects errant material.

e Plastics Facilities shall have a vacuum or vacuum-type system for quick cleanup of fugitive plastic material available for employees

f Pursuant to Water Code section 13367(e)(1), Plastics Facilities that handle Plastic Materials smaller than 1mm in size shall develop a containment system designed to trap the smallest plastic material handled at the facility with a treatment capacity of at least the peak flow rate from a one-year, one-hour storm, or develop a feasible alternative BMP or suite of BMPs that are designed to achieve a similar or better performance standard that shall be submitted to the Regional Water Board for approval

2 Plastics Facilities are exempt from the Water Code requirement to install a containment system under section 13367 of the Water Code if they meet one of the following requirements that are determined to be equal to, or exceed the performance requirements of a containment system

a. The Discharger has certified and submitted via SMARTS a valid No Exposure Certification (NEC) in accordance with Section XVII; or

b Plastics Facilities are exempt from installing a containment system, if the following suite of eight (8) BMPs is implemented This combination of BMPs is considered to reduce or prevent the discharge of plastics at a performance level equivalent to or better than the 1mm mesh and flow standard in Water Code section 13367(e)(1)

i. Plastics Facilities shall annually train employees handling Plastic Materials Training shall include environmental hazards of plastic discharges, employee responsibility for corrective actions to prevent errant Plastic Materials, and standard procedures for containing, cleaning, and disposing of errant Plastic Materials

II. Plastics Facilities shall immediately fix any Plastic Materials containers that are punctured or leaking and shall clean up any errant material in a timely manner

III Plastics Facilities shall manage outdoor waste disposal of Plastic Materials in a manner that prevents the materials from leaking from waste disposal containers or during waste hauling

IV Plastics Facilities that operate outdoor conveyance systems for Plastic Materials shall maintain the system in good operating condition The system shall be sealed or filtered in such a way as to prevent the escape of materials when in operation When not in operation, all connection points shall be sealed, capped, or filtered so as to not allow material to escape Employees operating the conveyance system shall be trained how to operate in a manner that prevents the loss of materials such as secondary containment, immediate spill response, and checks to ensure the system is empty during connection changes

V. Plastics Facilities that maintain outdoor storage of Plastic Materials shall do so in a durable, permanent structure that prevents exposure to weather that could cause the material to migrate or discharge in storm water.

VI Plastics Facilities shall maintain a schedule for regular housekeeping and routine inspection for errant Plastic Materials The Plastics Facility shall ensure that their employees follow the schedule.

VII PRDs shall include the housekeeping and routine inspection schedule, spill response and prevention procedures, and employee training materials regarding plastic material handling

VIII Plastics Facilities shall correct any deficiencies in the employment of the above BMPs that result in errant Plastic Materials that may discharge or migrate off-site in a timely manner Any Plastic Materials that are discharged or that migrate off-site constitute an illicit discharge in violation of this General Permit.

XIX. REGIONAL WATER BOARD AUTHORITIES

A. The Regional Water Boards may review a Discharger's PRDs for NOI or NEC coverage and administratively reject General Permit coverage if the PRDs are deemed incomplete. The Regional Water Boards may take actions that include rescinding General Permit coverage, requiring a Discharger to revise and re-submit their PRDs (certified and submitted by the Discharger) within a specified time period, requiring the Discharger to apply for different General Permit coverage or a different individual or general permit, or taking no action

B. The Regional Water Boards have the authority to enforce the provisions and requirements of this General Permit This includes, but is not limited to,

reviewing SWPPPs, Monitoring Implementation Plans, ERA Reports, and Annual Reports, conducting compliance inspections, and taking enforcement actions.

C. As appropriate, the Regional Water Boards may issue NPDES storm water general or individual permits to a Discharger, categories of Dischargers, or Dischargers within a watershed or geographic area. Upon issuance of such NPDES permits, this General Permit shall no longer regulate the affected Discharger(s)

D. The Regional Water Boards may require a Discharger to revise its SWPPP, ERA Reports, or monitoring programs to achieve compliance with this General Permit In this case, the Discharger shall implement these revisions in accordance with a schedule provided by the Regional Water Board.

E The Regional Water Boards may approve requests from a Discharger to include co-located, but discontiguous, industrial activities within the same facility under a single NOI or NEC coverage

F. Consistent with 40 Code of Federal Regulations section 122 26(a)(9)(i)(D), the Regional Water Boards may require any discharge that is not regulated by this General Permit, that is determined to contributes to a violation of a water quality standard or is a significant contributor of pollutants to waters of the United States, to be covered under this General Permit as appropriate. Upon designation, the Discharger responsible for the discharge shall obtain coverage under this General Permit.

G. The Regional Water Boards may review a Discharger's Inactive Mining Operation Certification and reject it at any time if the Regional Water Board determines that access to the facility for monitoring purposes is practicable or that the facility is not in compliance with the applicable requirements of this General Permit

H. All Regional Water Board actions that modify a Discharger's obligations under this General Permit must be in writing and should also be submitted in SMARTS

XX. SPECIAL CONDITIONS

A. Reopener Clause

This General Permit may be reopened and amended to incorporate TMDL-related provisions This General Permit may also be modified, revoked and reissued, or terminated for cause due to promulgation of amended regulations, water quality control plans or water quality control policies, receipt of U.S EPA guidance concerning regulated activities, judicial decision, or in accordance with 40 Code of Federal Regulations sections 122.62, 122.63, 122 64, and 124.5.

B. Water Quality Based Corrective Actions

1 Upon determination by the Discharger or written notification by the Regional Water Board that industrial storm water discharges and/or authorized NSWDs contain pollutants that are in violation of Receiving Water Limitations (Section VI), the Discharger shall

a. Conduct a facility evaluation to identify pollutant source(s) within the facility that are associated with industrial activity and whether the BMPs described in the SWPPP have been properly implemented,

b. Assess the facility's SWPPP and its implementation to determine whether additional BMPs or SWPPP implementation measures are necessary to reduce or prevent pollutants in industrial storm water discharges to meet the Receiving Water Limitations (Section VI), and,

c Certify and submit via SMARTS documentation based upon the above facility evaluation and assessment that

i Additional BMPs and/or SWPPP implementation measures have been identified and included in the SWPPP to meet the Receiving Water Limitations (Section VI), or

ii No additional BMPs or SWPPP implementation measures are required to reduce or prevent pollutants in industrial storm water discharges to meet the Receiving Water Limitations (Section VI)

2 The Regional Water Board may reject the Dischargers water quality based corrective actions and/or request additional supporting documentation

C. Requirements for Dischargers Claiming "No Discharge" through the Notice of Non-Applicability (NONA)

1. For the purpose of the NONA, the Entity (Entities) is referring to the person(s) defined in section 13399 30 of the Water Code

2. Entities who are claiming "No Discharge" through the NONA shall meet the following eligibility requirements

a The facility is engineered and constructed to have contained the maximum historic precipitation event (or series of events) using the precipitation data collected from the National Oceanic and Atmospheric Agency's website (or other nearby precipitation data available from other government agencies) so that there will be no discharge of industrial storm water to waters of the United States; or,

b The facility is located in basins or other physical locations that are not hydrologically connected to waters of the United States

3 When claiming the "No Discharge" option, Entities shall submit and certify via SMARTS both the NONA and a No Discharge Technical Report The No

Discharge Technical Report shall demonstrate the facility meets the eligibility requirements described above

4 The No Discharge Technical Report shall be signed (wet signature and license number) by a California licensed professional engineer

XXI. STANDARD CONDITIONS

A. Duty to Comply

Dischargers shall comply with all standard conditions in this General Permit Permit noncompliance constitutes a violation of the Clean Water Act and the Water Code and is grounds for enforcement action and/or removal from General Permit coverage

Dischargers shall comply with effluent standards or prohibitions established under section 307(a) of the Clean Water Act for toxic pollutants within the time provided in the regulations that establish these standards or prohibitions.

B. Duty to Reapply

Dischargers that wish to continue an activity regulated under this General Permit after the expiration date of this General Permit shall apply for and obtain authorization from the Water Boards as required by the new general permit once it is issued

C. General Permit Actions

1. This General Permit may be modified, revoked and reissued, or terminated for cause Submittal of a request by the Discharger for General Permit modification, revocation and reissuance, or termination, or a notification of planned changes or anticipated noncompliance does not annul any General Permit condition

2. If a toxic effluent standard or prohibition (including any schedule of compliance specified in such effluent standard or prohibition) is promulgated under section 307(a) of the Clean Water Act for a toxic pollutant which is present in the discharge, and that standard or prohibition is more stringent than any limitation on the pollutant in this General Permit, this General Permit shall be modified or revoked and reissued to conform to the toxic effluent standard or prohibition

D. Need to Halt or Reduce Activity Not a Defense

In an enforcement action, it shall not be a defense for a Discharger that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this General Permit

E. Duty to Mitigate

Dischargers shall take all responsible steps to reduce or prevent any discharge that has a reasonable likelihood of adversely affecting human health or the environment.

F. Proper Operation and Maintenance

Dischargers shall at all times properly operate and maintain any facilities and systems of treatment and control (and related equipment and apparatuses) which are installed or used by the Discharger to achieve compliance with the conditions of this General Permit. Proper operation and maintenance also include adequate laboratory controls and appropriate quality assurance procedures. Proper operation and maintenance may require the operation of backup or auxiliary facilities or similar systems installed by a Discharger when necessary to achieve compliance with the conditions of this General Permit

G. Property Rights

This General Permit does not convey any property rights of any sort or any exclusive privileges It also does not authorize any injury to private property or any invasion of personal rights, nor does it authorize any infringement of federal, state, or local laws and regulations

H. Duty to Provide Information

Upon request by the relevant agency, Dischargers shall provide information to determine compliance with this General Permit to the Water Boards, U S EPA, or local Municipal Separate Storm Sewer System (MS4) within a reasonable time. Dischargers shall also furnish, upon request by the relevant agency, copies of records that are required to be kept by this General Permit

I. Inspection and Entry

Dischargers shall allow the Water Boards, U S EPA, and local MS4 (including any authorized contractor acting as their representative), to

1. Enter upon the premises at reasonable times where a regulated industrial activity is being conducted or where records are kept under the conditions of this General Permit,

2. Access and copy at reasonable times any records that must be kept under the conditions of this General Permit,

3. Inspect the facility at reasonable times, and,

4. Sample or monitor at reasonable times for the purpose of ensuring General Permit compliance

J. Monitoring and Records

1 Samples and measurements taken for the purpose of monitoring shall be representative of the monitored activity

2 If Dischargers monitor any pollutant more frequently than required, the results of such monitoring shall be included in the calculation and reporting of the data submitted

3 Records of monitoring information shall include

a The date, exact location, and time of sampling or measurement,

b The date(s) analyses were performed,

c The individual(s) that performed the analyses,

d The analytical techniques or methods used, and,

e The results of such analyses

4 Dischargers shall retain, for a period of at least five (5) years, either a paper or electronic copy of all storm water monitoring information, records, data, and reports required by this General Permit Copies shall be available for review by the Water Board's staff at the facility during scheduled facility operating hours

5 Upon written request by U S EPA or the local MS4, Dischargers shall provide paper or electronic copies of Annual Reports or other requested records to the Water Boards, U.S. EPA, or local MS4 within ten (10) days from receipt of the request

K. Electronic Signature and Certification Requirements

1 All Permit Registration Documents (PRDs) for NOI and NEC coverage shall be certified and submitted via SMARTS by the Discharger's Legally Responsible Person (LRP). All other documents may be certified and submitted via SMARTS by the LRP or by their designated Duly Authorized Representative

2. When a new LRP or Duly Authorized Representative is designated, the Discharger shall ensure that the appropriate revisions are made via SMARTS In unexpected or emergency situations, it may be necessary for the Discharger to directly contact the State Water Board's Storm Water Section to register for SMARTS account access in order to designate a new LRP

3 Documents certified and submitted via SMARTS by an unauthorized or ineligible LRP or Duly Authorized Representative are invalid.

4 LRP eligibility is as follows:

a For a corporation by a responsible corporate officer For the purpose of this section, a responsible corporate officer means

i A president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or

ii. The manager of one or more manufacturing, production, or operating facilities, provided, the manager is authorized to make management decisions which govern the operation of the regulated facility including having the explicit or implicit duty of making major capital investment recommendations, and initiating and directing other comprehensive measures to assure long term environmental compliance with environmental laws and regulations, the manager can ensure that the necessary systems are established or actions taken to gather complete and accurate information for permit application requirements, and where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures

b. For a partnership or sole proprietorship by a general partner or the proprietor, respectively,

c For a municipality, state, federal, or other public agency by either a principal executive officer or ranking elected official This includes the chief executive officer of the agency or the senior executive officer having responsibility for the overall operations of a principal geographic unit of the agency (e g , Regional Administrators of U.S. EPA).

5 Duly Authorized Representative eligibility is as follows

a The Discharger must authorize via SMARTS any person designated as a Duly Authorized Representative,

b The authorization shall specify that a person designated as a Duly Authorized Representative has responsibility for the overall operation of the regulated facility or activity, such as a person that is a manager, operator, superintendent, or another position of equivalent responsibility, or is an individual who has overall responsibility for environmental matters for the company, and,

c The authorization must be current (it has been updated to reflect a different individual or position) prior to any report submittals, certifications, or records certified by the Duly Authorized Representative

L. Certification

Any person signing, certifying, and submitting documents under Section XXI K above shall make the following certification

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted Based on my inquiry of the person or persons that manage the system or those persons directly responsible for gathering the information, to the best of my knowledge and belief, the information submitted is, true, accurate, and complete I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations

M. Anticipated Noncompliance

Dischargers shall give advance notice to the Regional Water Board and local MS4 of any planned changes in the industrial activity that may result in noncompliance with this General Permit.

N. Penalties for Falsification of Reports

Clean Water Act section 309(c)(4) provides that any person that knowingly makes any false material statement, representation, or certification in any record or other document submitted or required to be maintained under this General Permit, including reports of compliance or noncompliance shall upon conviction, be punished by a fine of not more than $10,000 or by imprisonment for not more than two years or by both

O. Oil and Hazardous Substance Liability

Nothing in this General Permit shall be construed to preclude the initiation of any legal action or relieve the Discharger from any responsibilities, liabilities, or penalties to which the Discharger is or may be subject to under section 311 of the Clean Water Act

P. Severability

The provisions of this General Permit are severable; if any provision of this General Permit or the application of any provision of this General Permit to any circumstance is held invalid, the application of such provision to other circumstances and the remainder of this General Permit shall not be affected thereby.

Q Penalties for Violations of Permit Conditions

1 Clean Water Act section 309 provides significant penalties for any person that violates a permit condition implementing sections 301, 302, 306, 307, 308, 318, or 405 of the Clean Water Act or any permit condition or limitation implementing any such section in a permit issued under section 402 Any

person that violates any permit condition of this General Permit is subject to a civil penalty not to exceed $37,500[22] per calendar day of such violation, as well as any other appropriate sanction provided by section 309 of the Clean Water Act.

2. The Porter-Cologne Water Quality Control Act also provides for civil and criminal penalties, which may be greater than penalties under the Clean Water Act.

R. Transfers

Coverage under this General Permit is non-transferrable. When operation of the facility has been transferred to another entity, or a facility is relocated, new PRDs for NOI and NEC coverage must be certified and submitted via SMARTS prior to the transfer, or at least seven (7) days prior to the first day of operations for a relocated facility.

S. Continuation of Expired General Permit

If this General Permit is not reissued or replaced prior to the expiration date, it will be administratively continued in accordance with 40 Code of Federal Regulations 122.6 and remain in full force and effect.

[22] May be further adjusted in accordance with the Federal Civil Penalties Inflation Adjustment Act.

C19-076

Attachment A

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)
GENERAL PERMIT FACT SHEET FOR
STORM WATER DISCHARGES
ASSOCIATED WITH INDUSTRIAL ACTIVITIES
NPDES NO. CAS000001

*The factsheet to the IGP was updated in January 2015 to correct typographical errors. The deadline listed in Section I.D 13 (page 8) and Section II G 1 (page 27) of the factsheet for dischargers with outfalls to ocean waters to develop and implement a monitoring program in compliance with the California Ocean Plan model monitoring provisions was corrected to July 1, 2015, which is the deadline listed in finding 44 in the general order.

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I. BACKGROUND

A. Purpose

The purpose of this Fact Sheet is to explain the legal requirements and technical rationale that serve as the basis for the requirements of this Order 2014-0057-DWQ (General Permit), adopted by the State Water Resources Control Board (State Water Board) on April 1, 2014 This General Permit regulates operators of facilities subject to storm water permitting (Dischargers), that discharge storm water associated with industrial activity (industrial storm water discharges). This General Permit replaces Water Quality Order 97-03-DWQ. This Fact Sheet does not contain any independently-enforceable requirements, the General Permit contains all of the actual requirements applicable to Dischargers. In case of any conflict between the Fact Sheet and the General Permit, the terms of the General Permit govern

B. History

The Federal Clean Water Act (CWA)[1] prohibits discharges from point sources to waters of the United States, unless the discharges are in compliance with a National Pollutant Discharge Elimination System (NPDES) permit (CWA § 301(a).) In 1987, the CWA was amended to establish a framework for regulating municipal storm water discharges and discharges of storm water associated with industrial activity (industrial storm water discharges) under the NPDES program (CWA § 402(p).) In 1990, the United States Environmental Protection Agency (U.S. EPA) promulgated regulations, commonly known as Phase I, establishing application requirements for storm water permits for specified categories of industries (40 C.F.R. § 122 26) In 1992, U.S. EPA revised the monitoring requirements for industrial storm water discharges. (40 C F R § 122 44(i)(2), (4), (5).) In 1999, U S EPA adopted additional storm water regulations, known as Phase II (64 Fed Reg. 68722.) The Phase II regulations provide for, among other things, a conditional exclusion from NPDES permitting requirements for industrial activities that have no exposure to storm water

Industrial storm water discharges are regulated pursuant to CWA section 402(p)(3)(A). This provision requires NPDES permits for industrial storm water discharges to implement CWA section 301, which includes requirements for Dischargers to comply with technology-based effluent limitations, and any more stringent water quality-based limitations necessary to meet water quality standards Technology-based effluent limitations applicable to industrial activities are based on best conventional pollutant control technology (BCT) for conventional pollutants, and best available technology economically achievable (BAT) for toxic and non-conventional pollutants (CWA § 301(b)(1)(A) and (2)(A).) To ensure compliance with water quality standards, NPDES permits may also require a Discharger to implement best management practices (BMPs) 40 Code of Federal Regulations section 122.44(k)(4) requires the use of BMPs to control or abate the discharge of pollutants when numeric effluent limitations (NELs) are infeasible. The State Water Board has concluded that it is infeasible to establish

[1] Federal Water Pollution Control Act of 1970 (also referred to as the Clean Water Act or CWA), 33 U S C § 1201 et seq All further statutory references herein are to the CWA unless otherwise indicated

NELs for storm water discharges associated with industrial activity due to insufficient information at the time of adoption of this General Permit

On April 17, 1997, the State Water Board issued NPDES General Permit for Industrial Storm Water Discharges, Excluding Construction Activities, Water Quality Order 97-03-DWQ (previous permit). This General Permit, Order 2014-0057-DWQ rescinds the previous permit and serves as the statewide general permit for industrial storm water discharges The State Water Board concludes that significant revisions to the previous permit requirements are necessary for implementation, consistency and objective enforcement. As discussed in this Fact Sheet, this General Permit requires Dischargers to

- Eliminate unauthorized non-storm water discharges (NSWDs),
- Develop and implement storm water pollution prevention plans (SWPPPs) that include best management practices (BMPs),
- Implement minimum BMPs, and advanced BMPs as necessary, to achieve compliance with the effluent and receiving water limitations of this General Permit,
- Conduct monitoring, including visual observations and analytical storm water monitoring for indicator parameters,
- Compare monitoring results for monitored parameters to applicable numeric action levels (NALs) derived from the U S EPA 2008 Multi-Sector General Permit for Storm Water Discharges Associated with Industrial Activity (2008 MSGP) and other industrial storm water discharge monitoring data collected in California,
- Perform the appropriate Exceedance Response Actions (ERAs) when there are exceedances of the NALs, and,
- Certify and submit all permit-related compliance documents via the Storm Water Multiple Application and Report Tracking System (SMARTS) Dischargers shall certify and submit these documents which include, but are not limited to, Permit Registration Documents (PRDs) including Notices of Intent (NOIs), No Exposure Certifications (NECs), and Storm Water Pollution Prevention Plans (SWPPPs), as well as Annual Reports, Notices of Termination (NOTs), Level 1 ERA Reports, and Level 2 ERA Technical Reports

C. Blue Ribbon Panel of Experts (Panel)

In 2005 and 2006, the State Water Board convened a Blue Ribbon Panel of Experts (Panel) to address the feasibility of NELs in California's storm water permits. Specifically, the Panel was charged with answering the following questions

> Is it technically feasible to establish numeric effluent limitations, or some other quantifiable limit, for inclusion in storm water permits?

How would such limitations or criteria be established, and what information and data would be required? [2]

The Panel was directed to answer these questions for industrial storm water discharge general permits, construction storm water discharge general permits, and area-wide municipal storm water discharge permits The Panel was also directed to address both technology-based and water quality based limitations and criteria

In evaluating the establishment of numeric limitations and criteria, the Panel was directed to consider all of the following.

- The ability of the State Water Board to establish appropriate objective limitations or criteria,
- How compliance is to be determined,
- The ability of Dischargers and inspectors to monitor for compliance, and
- The technical and financial ability of Dischargers to comply with the limitations or criteria

Following an opportunity for public comment, the Panel identified several water quality concerns, public process and program effectiveness issues A summary of the Panel's recommendations regarding industrial storm water discharges follows [3]

- Current data are inadequate, accordingly, the State Water Board should improve monitoring requirements to collect useful data for establishing NALs and NELs.
- Required parameters for further monitoring should be consistent with the type of industrial activity (i e , monitor for heavy metals when there is a reasonable expectation that the industrial activity will contribute to increased heavy metals concentrations in storm water)
- Insofar as possible, the use of California data (or national data applicable to California) is preferred when setting NELs and NALs
- Industrial facilities that do not discharge to Municipal Separate Storm Sewer Systems (MS4s) should implement BMPs for their non-industrial exposure (e g , parking lots, roof runoff) similar to BMPs implemented by commercial facilities in MS4 jurisdictions

[2] State Water Board Storm Water Panel of Experts, The Feasibility of Numeric Effluent Limits Applicable to Discharges of Storm Water Associated with Municipal, Industrial and Construction Activities (June 19, 2006) <http //www.waterboards ca gov/water_issues/programs/stormwater/docs/numeric/swpanel_final_report.pdf> [as of February 4, 2014]

[3] See footnote 2

- In all cases, Dischargers should implement a suite of minimum BMPs, including, but not limited to, good housekeeping practices, employee training, and preventing exposure of materials to rain

- Standard Industrial Classification (SIC) code categories are not a satisfactory way of identifying industrial activities at any given site The State Water Board should develop an improved method of characterizing industrial activities that will improve water quality in storm water

- Recognizing that implementing the Panel's suggested changes is a large task, the State Water Board should set priorities for implementation of the Panel's suggested approach in order to achieve the greatest reduction of pollutants statewide

- Recognizing that an increasing number of industries have moved industrial activities indoors to prevent storm water pollution, such facilities should be granted regulatory relief from NALs and/or NELs , but should still be required to comply with any applicable MS4 permit requirements.

- Recognizing the need for improved monitoring and reduction of pollutants in industrial storm water discharges, the State Water Board should consider the total economic impact of its requirements to not economically penalize California industries when compared to industries outside of California

With regard to the industrial activities component of its charge, the Panel limited its focus to the question of whether sampling data can be used to derive technology-based NELs The Panel did not address other factors or approaches that may relate to the task of determining technology- and water quality-based NELs consistent with the regulations and law Examples of these other factors are discussed in more detail in this Fact Sheet. Additionally, in its final report the Panel did not clearly differentiate between the role of numeric and non-numeric effluent limitations, nor did it consider U S EPA procedures used to promulgate effluent limitation guidelines (ELGs) in 40 Code of Federal Regulations, Chapter I, Subchapter N (Subchapter N)

D. Summary of Significant Changes in this General Permit

The previous permit issued by the State Water Board on April 17, 1997, had been administratively extended since 2002 until the adoption of this General Permit Significant revisions to the previous permit were necessary to update permit requirements consistent with recent regulatory changes pertaining to industrial storm water under the CWA This General Permit differs from the previous permit in the following areas

1 Minimum Best Management Practices (BMPs)

This General Permit requires Dischargers to implement a set of minimum BMPs Implementation of the minimum BMPs, in combination with any advanced BMPs (BMPs, collectively,) necessary to reduce or prevent pollutants in industrial storm water discharges, serve as the basis for compliance with this General Permit's

technology-based effluent limitations and water quality based receiving water limitations. Although there is great variation in industrial activities and pollutant sources between industrial sectors and, in some cases between operations within the same industrial sector, the minimum BMPs specified in this General Permit represent common practices that can be implemented by most facilities

The previous permit did not require a minimum set of BMPs but rather allowed Dischargers to consider which non-structural BMPs should be implemented and which structural BMPs should be considered for implementation when non-structural BMPs are ineffective

This General Permit requires Dischargers to implement minimum BMPs (which are mostly non-structural BMPs), and advanced BMPs (which are mostly structural BMPs) when implementation of the minimum BMPs do not meet the requirements of the General Permit. Advanced BMPs consists of treatment control BMPs, exposure reduction BMPs, and storm water containment and discharge reduction BMPs BMPs that exceed the performance expectation of minimum BMPs are considered advanced BMPs. Dischargers are encouraged to utilize advanced BMPs that infiltrate or reuse storm water where feasible

The minimum and advanced BMPs required in this General Permit are consistent with U S EPA's 2008 Multi-Sector General Permit for Stormwater Discharges Associated with Industrial Activity (2008 MSGP), guidance developed by the California Stormwater Quality Association, and recommendations by Regional Water Quality Control Board (Regional Water Board) inspectors Dischargers are required to evaluate BMPs being implemented and determine an appropriate interval for the implementation and inspection of these BMPs

2 Conditional Exclusion - No Exposure Certification (NEC)

This General Permit applies U S. EPA Phase II regulations regarding a conditional exclusion for facilities that have no exposure of industrial activities and materials to storm water. (40 C.F.R § 122 26(g)) (The previous permit required light industries to obtain coverage only if their activities were exposed to storm water) This General Permit implements current U.S. EPA rules allowing any type of industry to claim a conditional exclusion. The NEC requires enrollment for coverage prior to conditionally excluding a Discharger from a majority of this General Permit's requirements

3 Electronic Reporting Requirements

This General Permit requires Dischargers to submit and certify all reports electronically via SMARTS The previous permit used a paper reporting process with electronic reporting as an option

4. Training Expectations and Roles

This General Permit requires that Dischargers arrange to have appropriately trained personnel implementing this General Permit's requirements at each facility. In

addition, if a Discharger's facility enters Level 1 status, the Level 1 ERA Report must be prepared by a Qualified Industrial Storm Water Practitioner (QISP) All Action Plans and Technical Reports required in Level 2 status must also be prepared by a QISP

Dischargers may appoint a staff person to complete the QISP training or may contract with an outside QISP QISP training is tailored to persons with a high degree of technical knowledge and environmental experience Although QISPs do not need to be California licensed professional engineers, it may be necessary to involve a California licensed professional engineer to perform certain aspects of the Technical Reports.

5 Numeric Action Levels (NALs) and NAL Exceedances

This General Permit contains two types of NAL exceedances An annual NAL exceedance occurs when the average of all sampling results within a reporting year for a single parameter (except pH) exceeds the applicable annual NAL The annual NALs are derived from, and function similarly to, the benchmark values provided in the 2008 MSGP. Instantaneous maximum NALs target hot spots or episodic discharges of pollutants An instantaneous maximum NAL exceedance occurs when two or more analytical results from samples taken for any parameter within a reporting year exceed the applicable instantaneous maximum NAL value. Instantaneous maximum NALs for Total Suspended Solids (TSS) and Oil and Grease (O&G) are based on previously gathered California industrial storm water discharge monitoring data The instantaneous maximum NAL for pH is derived from the benchmark value provided in the 2008 MSGP

6. Exceedance Response Actions (ERA)

This General Permit requires Dischargers to develop and implement ERAs, when an annual NAL or instantaneous maximum NAL exceedance occurs during a reporting year. The first time an annual NAL or instantaneous maximum NAL exceedance occurs for any one parameter, a Discharger's status is changed from Baseline to Level 1 status, and the Discharger is required to evaluate and revise, as necessary, its BMPs (with the assistance of a QISP) and submit a report prepared by a QISP The second time an annual NAL or instantaneous maximum NAL exceedance occurs for the same parameter in a subsequent reporting year, the Discharger's status is changed from Level 1 to Level 2 status, and Dischargers are required to submit a Level 2 ERA Action Plan and a Level 2 ERA Technical Report Unless the demonstration is not accepted by the State Water Board or a Regional Water Board, the Discharger is not required to perform additional ERA requirements for the parameter(s) involved if the Discharger demonstrates that

a Additional BMPs required to eliminate NAL exceedances are not technologically available or economically practicable and achievable, or,

b NAL exceedances are solely caused by non-industrial pollutant sources, or,

c NAL exceedances are solely attributable to pollutants from natural background sources

Information supporting the above demonstrations must be included in QISP-prepared Level 2 ERA Technical Reports

7 CWA section 303(d) Impairment

This General Permit requires a Discharger to monitor additional parameters if the discharge(s) from its facility contributes pollutants to receiving waters that are listed as impaired for those pollutants (CWA section 303(d) listings) This General Permit lists the receiving waters that are 303(d) listed as impaired for pollutants that are likely to be associated with industrial storm water in Appendix 3 For example, if a Discharger discharges to a water body that is listed as impaired for copper, and the discharge(s) from its facility has the potential sources of copper, the Discharger must add copper to the list of parameters to monitor in its storm water discharge

8 Design Storm Standards for Treatment Control BMPs

This General Permit includes design storm standards for Dischargers implementing treatment control BMPs The design storm standards include both volume- and flow-based criteria Dischargers are not required to retrofit existing treatment control BMPs unless required to meet the technology-based effluent limitations and receiving water limitations in this General Permit

9 Qualifying Storm Event (QSE)

This General Permit defines a QSE as a precipitation event that

a Produces a discharge for at least one drainage area, and,

b Is preceded by 48 hours with no discharge from any drainage area

The definition above differs from the definition in the previous permit, resulting in an increase number of QSEs eligible for sample collection Therefore, most Dischargers will be able to collect the required number of samples, regardless of their facility location

10. Sampling Protocols

This General Permit requires Dischargers to collect samples during scheduled facility operating hours from each drainage location within four hours of: (1) the start of the discharge from a QSE occurring during scheduled facility operating hours, or (2) the start of scheduled facility operating hours if the QSE occurred in the previous twelve (12) hours The benefits of this sampling protocol (a) allows a more reasonable amount of time to collect samples, (b) increases the likelihood for samples collected at discharge locations to be representative of the drainage area discharge characteristics, (c) increases the number of QSEs eligible for sample collection, and, (d) reduces the likelihood of Dischargers collecting samples with short-term concentration spikes

The previous permit required that Dischargers collect grab samples during the first hour of discharge that commenced during scheduled facility operating hours. These sample collection requirements were widely considered to be too rigid and out of step with other states' sample collection requirements Since many storm events begin in the evening or early morning hours, numerous opportunities to collect samples were lost because Dischargers could not obtain samples during the first hour of discharge. Dischargers with facilities that have multiple discharge locations had difficulties collecting samples within such a short timeframe therefore affecting data quality

11. Sampling Frequency

This General Permit increases the sampling frequency by requiring the Discharger to collect and analyze storm water samples from each discharge location for two (2) QSEs within the first half of each reporting year (July 1 to December 31), and two (2) QSEs within the second half of each reporting year (January 1 to June 30). The increased sampling, compared to the previous permit's two samples during the wet season, is consistent with the 2008 MSGP and other states' permit requirements and will improve compliance determination with this General Permit. The State Water Board expects that the elimination of the wet season sampling requirements will increase the number of possible QSEs eligible for monitoring

12 Compliance Groups

To allow industrial facilities to efficiently share knowledge, skills and resources towards achieving General Permit compliance, this General Permit allows the formation of Compliance Groups and Compliance Group Leaders Dischargers participating in a Compliance Group (Compliance Group Participants) are collectively required to sample twice a year Compliance Group Leaders are required to be approved through the State Water Board-approved training program process, inspect each facility once within each reporting year, and prepare Level 1 and Level 2 ERA reports as necessary The Compliance Group option is described in more detail in General Permit section XIV and in this Fact Sheet in the Section titled "Compliance Groups."

13 Discharges to Ocean Waters

This General Permit requires Dischargers with ocean-discharging outfalls subject to model monitoring provisions of the California Ocean Plan to develop and implement a monitoring plan in compliance with those provisions and any additional monitoring requirements established pursuant to Water Code section 13383 Dischargers who have not developed and implemented a monitoring program in compliance with the California Ocean Plan model monitoring provisions by July 1, 2015 or seven (7) days prior to commencing operations, whichever is later, are ineligible to obtain coverage under this General Permit

II. TECHNICAL RATIONALE FOR REQUIREMENTS IN THIS GENERAL PERMIT

A. Receiving General Permit Coverage

1 This General Permit provides regulatory coverage for new and existing industrial storm water discharges and authorized NSWDs from

a Facilities required by federal regulations to obtain an NPDES permit,

b Facilities designated by the Regional Water Boards to obtain an NPDES permit, and,

c. Facilities directed by the Regional Water Boards to obtain coverage specifically under this General Permit The Regional Water Board typically directs a Discharger to change General Permit coverage under two circumstances

(1) switch from an individual NPDES permit to this General Permit, or

(2) switch from the NPDES General Permit for Storm Water Discharges Associated with Construction And Land Disturbance Activities, (Order 2009-0009-DWQ, NPDES No CAS000002 (to this General Permit for long-term construction related activities that are similar to industrial activities (e.g. concrete batch plants).

40 Code of Federal Regulations section 122 26(b)(14) defines "storm water discharge associated with industrial activity" and describes the types of facilities subject to permitting (primarily by Standard Industrial Classification (SIC) code) This General Permit provides regulatory coverage for all facilities with industrial activities described in Attachment A where the covered industrial activity is the Discharger's primary industrial activity In some instances, a Discharger may have more than one primary industrial activity occurring at a facility

The 1987 SIC manual uses the term "establishment" to determine the primary economic activity of a facility. The manual instructs that where distinct and separate economic activities are performed at a single location, each activity should be treated as a separate establishment (and, therefore, separate primary activity). For example, the United States Navy (primary SIC code 9711) may conduct industrial activities subject to permitting under this General Permit, such as landfill operations (SIC code 4953), ship and boat building and repair (SIC code 3731, and flying field operations (SIC code 4581)

The SIC manual also discusses "auxiliary" functions of establishments Auxiliary functions provide management or support services to the establishment Examples of auxiliary functions are warehouses and storage facilities for the establishment's own materials, maintenance and repair shops of the establishment's own machinery, automotive repair shops or storage garages of the establishment's own vehicles, administrative offices, research, development, field engineering support, and testing conducted for the establishment When auxiliary functions are performed at physically separate facilities from the establishment they serve, they generally are not subject to General Permit coverage If

auxiliary functions are performed at the same physical location as the establishment, then they are subject to General Permit coverage if they are associated with industrial activities

This clarification does not change the scope of which facilities are subject to permitting relative to the 1997 IGP. The 1997 IGP Fact Sheet had used the term "auxiliary" to describe a facility's separate primary activities, which has caused confusion

In 1997, the North American Industrial Classification System (NAICS) was published, replacing the SIC code system The U S EPA has indicated that it intends to incorporate the NAICS codes into the federal storm water regulations but has not done so yet The State Water Board recognizes that many Dischargers in newer industries were not included in the 1987 SIC code manual and may have difficulty determining their SIC code information To address this transition, SMARTS has been modified to accept both SIC codes and NAICS codes, and NAICS codes are automatically translated into SIC codes There may be instances of conflict between SIC and NAICS codes The use of NAICS codes shall not expand or reduce the types of industries subject to this General Permit as compared to the SIC codes listed in the General Permit State Water Board staff will work closely with the applicant to resolve these conflicts in SMARTS as they are identified Dischargers should be aware that the use of an NAICS code which results in failure to submit any of the required PRDs under this General Permit remains a violation of the terms of this General Permit

The facilities included in category one of Attachment A (facilities subject to Subchapter N) are subject to storm water ELGs that are incorporated into the requirements of this General Permit Dischargers whose facilities are included in this category must examine the appropriate federal ELGs to determine the applicability of those guidelines. This General Permit contains additional requirements (Section XI.D) that apply only to facilities with storm water ELGs

2. Types of Discharges Not Covered by this General Permit

   a Discharges from construction and land disturbance activities that are subject to the General Permit for Discharges of Storm Water Associated with Construction Activity (Construction General Permit).

   b Discharges covered by an individual or general storm water NPDES permit Some industrial storm water discharges may be regulated by other individual or general NPDES permits issued by the State Water Board or the Regional Water Boards (Water Boards, collectively,) This General Permit shall not regulate these discharges When the individual or general NPDES permits for such discharges expire, the Water Boards may authorize coverage under this General Permit or another general NPDES permit, or may issue a new individual NPDES permit consistent with the federal and state storm water regulations Interested parties may request that the State Water Board or appropriate Regional Water Board issue individual or general NPDES permits for specific discharges that, in their view are not properly regulated through this General Permit General permits may be issued for a particular industrial group or watershed area which

would supersede this General Permit To date, two Regional Water Board have issued such permits

i The Lahontan Regional Water Board has adopted an NPDES permit and general Waste Discharge Requirements to regulate discharges from marinas and maintenance dredging (Regional Water Board Order R6T-2005-0015 - NPDES Permit No. CAG616003) in the Lake Tahoe Hydrologic Unit

ii. The Santa Ana Regional Water Board adopted the Sector Specific General Permit for Stormwater Runoff Associated with Industrial Activities from Scrap Metal Recycling Facilities within the Santa Ana Region, Order R8-2012-0012, NPDES Permit No. CAG 618001 (Scrap Metal Recycling Permit) The Scrap Metal Recycling Permit is applicable to facilities within the Santa Ana Region that are listed under Standard Industrial Classification (SIC) Code 5093 and engaged in the following types of activities (1) automotive wrecking for scrap-wholesale (this category does not include facilities engaged in automobile dismantling for the primary purpose of selling second hard parts), (2) iron and steel scrap - wholesale, (3) junk and scrap metal - wholesale, (4) metal waste and scrap - wholesale, and (5) non-ferrous metals scrap - wholesale. Other types of facilities listed under SIC Code 5093 and engaged in waste recycling are not required to get coverage under the Scrap Metal Recycling Permit A list of covered facilities as of February 8, 2011 was included in Attachment A of the Scrap Metal Recycling Permit

c Discharges that the Regional Water Boards determine to be ineligible for coverage under this General Permit In such cases, a Regional Water Board will require the discharges be covered by another individual or general NPDES permit The applicability of this General Permit to such discharges is terminated when the discharge is subject to another individual or general NPDES permit

d Discharges that do not enter waters of the United States. These include

i Discharges to municipal separate sanitary sewer systems,

ii Discharges to evaporation ponds, discharges to percolation ponds, and/or any other methods used to retain and prevent industrial storm water discharges from entering waters of the United States,

iii Discharges to combined sewer systems In California, the only major combined sewer systems are located in San Francisco and downtown Sacramento Dischargers who believe they discharge into a combined sewer system should contact the local Regional Water Board to verify discharge location, and,

iv Dischargers Claiming the "No Discharge" Option in the Notice of Non-Applicability (NONA) (Fact Sheet Section II S).

e Discharges from mining operations or oil and gas facilities composed entirely of flows that are from conveyances or systems of conveyances used for collecting and conveying precipitation runoff and do not come into contact with any overburden, raw materials, intermediate products, finished products, by-products, or waste products located at the facility (33 U S C. § 1342(l)(2))

f Discharges from facilities on Tribal Lands regulated by U S. EPA

3 Obtaining General Permit Coverage (Section II of this General Permit)

The State Water Board has developed the SMARTS online database system to handle registration and reporting under this General Permit More information regarding SMARTS and access to the database is available online at https //smarts waterboards ca.gov. The State Water Board has determined that all documents related to general storm water enrollment and compliance must be certified and submitted via SMARTS by Dischargers

This General Permit requires all Dischargers to electronically certify and submit PRDs via SMARTS to obtain (1) regulatory coverage, or (2) to certify that there are no industrial activities exposed to storm water at the facility and obtain regulatory coverage under the NEC provision of this General Permit Facilities that were eligible to self-certify no exposure under the previous permit (see category 10 in Attachment 1 of the previous permit) are required to certify and submit via SMARTS PRDs for NOI coverage under this General Permit by July 1, 2015 or for NEC coverage by October 1, 2015 The Water Board is estimating that 10,000 – 30,000 Dischargers may be registering for NOI or NEC coverage under this General Permit Separate registration deadlines, one for NOI coverage and one for NEC coverage, provides Dischargers better assistance from Storm Water Helpdesk and staff.

Dischargers shall electronically certify and submit the PRDs via SMARTS for each individual facility This requirement is intended to establish a clear accounting of the name, address, and contact information for each Discharger, as well as a description of each Discharger's facility

The Water Boards recognize that certain information pertaining to an industrial facility may be confidential. Many Stakeholders were asking for clarification on the process the Water Boards would use to manage confidential information or the process Dischargers could use to redact such information Dischargers may redact trade secrets information from required submittals (Section II B 3 d) Dischargers are required to include a general description of the redacted information and the basis for the redaction. Dischargers are still required to submit complete and un-redacted versions of the information to the Water Boards within 30 days, however these versions should be clearly labeled "CONFIDENTIAL" so that the confidentiality of these documents is clear to Regional Water Board staff, even when there is a change in staff. This General Permit requires that all information provided to the Water Boards by the Discharger comply with the Homeland Security Act and other federal law that addresses security in the United States.

All Dischargers who certify and submit PRDs via SMARTS for NOI coverage on or after July 1, 2015 or for NEC coverage on or after October 1, 2015, shall immediately comply with the provisions in this General Permit

4. General Permit Coverage for Landfills

This General Permit covers storm water discharges from landfills, land application sites, and open dumps that receive or have received industrial waste from any facility covered by this General Permit Industrial storm water discharges from these

facilities must be covered by this General Permit unless (1) they are already covered by another NPDES permit, or (2) the Regional Water Board has determined that an NPDES permit is not required because the site has been stabilized or required closure activities have been completed

In most cases, it is appropriate for new landfill construction or final closure to be covered by the Construction General Permit, rather than this General Permit. Questions have arisen as to what constitutes new landfill construction at an existing landfill versus the normal planned expansion of a landfill Similarly, questions have arisen about the type of closure activities that may be subject to the Construction General Permit versus the normal closure of "cells" that occurs during continued landfill operations and are not subject to the Construction General Permit. Other questions such as whether temporary or permanent newly graded/paved roads disturbing greater than one acre at a landfill are subject to the Construction General Permit Landfill Dischargers have asked for clarity regarding these questions. The previous permit required Dischargers to contact the Regional Water Boards to determine permit appropriateness. Site specific circumstances continue to require Dischargers to contact Regional Water Boards for final determinations

Based upon the State Water Board's storm water program history, there are only a handful of instances where an operating landfill has been simultaneously subject to both the construction and industrial permitting requirements Typically a landfill is subject to the construction permitting requirements during the time the landfill is initially constructed and prior to operation. A landfill is subject to the industrial permitting requirements during landfill operations, and subject to the construction permitting requirements during final landfill closure activities.

Once a landfill begins operations, continued expansion or closure of incremental landfill cells is authorized under the industrial permitting requirements since these are normal aspects of landfill operations These expansion/closure activities occur within a limited timeframe (often taking less than 90 days from beginning to end) and are not separately subject to additional local approval (e.g., a new building permit) Any construction or demolition of temporary non-impervious roads directly related to landfill operations are subject to the industrial permitting requirements

Construction or closure of a separate section of the landfill that is either subject to additional permitting by the local authorities and/or lasts more than 90 days requires coverage under the Construction General Permit Construction of permanent facility structures such as buildings and impervious parking lots or roads that disturb greater than one acre are also subject to the Construction General Permit. (Permanent facility structures are defined as any structural improvements designed to remain until the landfill is closed)

Site specific circumstances such as proximity to nearby waterways, extent of activities, pollutants of concern, and other considerations can impact any decision as to whether a particular activity is to be regulated under this General Permit or the Construction General Permit Regional Water Boards will continue to exercise their discretion as necessary to protect the beneficial uses of the receiving water(s)

5 General Permit Coverage for Small Municipal Separate Storm Sewer Systems (MS4s)

Section 1068 of the Intermodal Surface Transportation Efficiency Act of 1991 exempted municipal agencies serving populations of less than 100,000 from Phase I permit requirements other than sanitary landfills, power plants, and airports facilities U S EPA's Phase II regulations eliminated the above exemption as of March 10, 2003. All facilities in Attachment A of this General Permit that are operated by a small municipal agency are subject to NPDES storm water permitting requirements and this General Permit

6 Changes to General Permit Coverage

Dischargers who no longer operate a facility required to be covered under this General Permit (either NOI or NEC coverage) are required to electronically certify and submit via SMARTS a Notice of Termination (NOT). An NOT is required when there is a change in ownership of the industrial activities subject to permitting or when industrial activities subject to permitting are permanently discontinued by the Discharger at the site. When terminating NOI coverage, Dischargers may only submit an NOT once all exposure of industrial materials and equipment have been eliminated Dischargers may not submit NOTs for temporary or seasonal facility closures The General Permit requires Dischargers to implement appropriate BMPs to reduce or prevent pollutants in storm water discharges during the temporary facility closure

This General Permit allows Dischargers to change General Permit coverage, as appropriate, from NOI coverage to NEC coverage or from NEC coverage to NOI coverage

B. Discharge Prohibitions

This General Permit covers industrial storm water discharges and authorized NSWDs from industrial facilities and prohibits any discharge of materials other than storm water and authorized NSWDs (Section III and Section IV of this General Permit). It is a violation of this General Permit to discharge hazardous substances in storm water in excess of the reportable quantities established in 40 Code of Federal Regulations sections 117 3 and 302 4

The State Water Board is authorized, under Water Code section 13377, to issue NPDES permits which apply and ensure compliance with all applicable provisions of the CWA, and any more stringent limitations necessary to implement water quality control plans, protect beneficial uses, and prevent nuisance

C. Non-Storm Water Discharges (NSWDs)

Unauthorized NSWDs can be generated from various pollutant sources. Depending upon their quantity and location where generated, unauthorized NSWDs can discharge to the storm drain system during dry weather as well as during a storm event (comingled with storm water discharge) These NSWDs can consist of, but are not limited to, (1) waters generated by the rinsing or washing of vehicles, equipment,

buildings, or pavement, or (2) fluid, particulate or solid materials that have spilled, leaked, or been disposed of improperly

Some NSWDs are not directly related to industrial activities and normally discharge minimal pollutants when properly managed Section IV of this General Permit provides a limited list of NSWDs that are authorized if Dischargers implement BMPs to prevent contact with industrial materials prior to discharge. The list in Section IV is similar to the list provided in the 2008 MSGP but does not include pavement and external building surfaces washing without detergents These two items are not included because the Discharger is responsible to reduce or prevent pollutants in storm water discharges from paved areas and buildings associated with industrial activities Since industrial materials and non-industrial material likely co-exist, the washing of paved areas and external building surfaces may result in discharges of pollutants associated with industrial activities In addition, washing activities generally occur during dry-weather periods when receiving water flows are lower than wet-weather periods. Wash waters are likely to discharge in higher concentrations than would occur if these pollutants were naturally discharged during a storm event The discharge of high concentration wash water during a time of dry-weather flows is inconsistent with the goal of protecting receiving waters These discharges are, therefore, considered unauthorized NSWDs. Similar to the 2008 MSGP, firefighting related discharges are not subject to this General Permit

A major required element of the SWPPP is the identification and measures for elimination of unauthorized NSWDs Unauthorized NSWDs can contribute a significant pollutant load to receiving waters. Measures to control spills, leakage, and dumping can often be addressed through BMPs This General Permit's BMP requirements for NSWDs remain essentially unchanged from the previous permit other than the increased frequency of required visual observations from quarterly to monthly See Section XI A.1 of this General Permit.

D. Effluent Limitations

1 Technology-Based and Water Quality-Based Effluent Limitations

CWA Section 301(b)(1)(C) requires that discharges from existing facilities must, at a minimum, comply with technology-based effluent limitations based on the technological capability of Dischargers to control pollutants in their discharges. Discharges must also comply with any more stringent water quality-based limitations necessary to meet water quality standards in accordance with CWA Section 301(b)(1)(C). Water quality-based limitations are discussed in Section E of this Fact Sheet titled "Receiving Water Limitations " Both technology-based effluent limitations and water quality-based limitations are implemented through NPDES permits (CWA sections 301(a) and (b))

2. Types of Technology-Based Effluent Limitations

All NPDES permits are required to contain technology-based effluent limitations (TBELs) (40 C.F R §§122 44(a)(1) and 125.3.) TBELs may consist of effluent limitations guidelines (ELGs) established by U S EPA through regulation, or may be developed using best professional judgment on a case-by-case basis

The CWA sets forth standards for TBELs based on the type of pollutant or the type of facility/source involved The CWA establishes two levels of pollution control for existing sources For the first level, existing sources that discharge pollutants directly to receiving waters were initially subject to effluent limitations based on the "best practicable control technology currently available" (BPT) (33 U S C § 1314(b)(1)(B)) BPT applies to all pollutants For the second level, existing sources that discharge conventional pollutants are subject to effluent limitations based on the "best conventional pollutant control technology" (BCT) (33 U.S.C. §1314(b)(4)(A), see also 40 C F R §401 16 (list of conventional pollutants)) Also for the second level, other existing sources that discharge toxic pollutants or "nonconventional" pollutants ("nonconventional" pollutants are pollutants that are neither "toxic" nor "conventional") are subject to effluent limitations based on "best available technology economically achievable" (BAT). (33 U S C §1311(b)(2)(A), see also 40 C F.R §401 15 (list of toxic pollutants)) The factors to be considered in establishing the levels of these control technologies are specified in section 304(b) of the CWA and in U S EPA's regulations at 40 C.F R. §125 3

When establishing ELGs for an industrial category, U S EPA evaluates a wide variety of technical factors to determine BPT, BCT, and BAT U S. EPA considers the specific factors of an industry such as pollutant sources, industrial processes, and the size and scale of operations U S EPA evaluates the specific treatment, structural, and operational source control BMPs available to reduce or prevent pollutants in the discharges. The costs of implementing BMPs to address these factors are weighed against their effectiveness and ability to protect water quality Factors such as industry economic viability, economies of scale, and retrofit costs are also considered

To date, U.S. EPA has (1) not promulgated storm water ELGs for most industrial categories, (2) not established NELs within all ELGs that have been promulgated, and (3) exempted certain types of facilities within an industrial category from complying with established ELGs The feedlot category (40 Code of Federal Regulations part 412) provides an example of several of these points In that instance, U S EPA did not establish numeric effluent limitations but instead (1) established a narrative effluent limitation requiring retention of all feedlot-related runoff from a 25-year, 24-hour storm, and (2) limited application of the ELG to feedlots with a minimum number of animals. U.S EPA also recently promulgated ELGs for the "Construction and Development (C&D)" industry, which included, among many other limitations, conditional numeric effluent limitations Though the NELs in these ELGs were later stayed by U.S. EPA, the ELGs exempted construction sites of less than 30 acres from complying with the established numeric effluent limitations.

40 Code of Federal Regulations, Chapter I, Subchapter N ("Subchapter N"), includes over 40 separate industrial categories where the U S EPA has established ELGs for new and existing industrial wastewater discharges to surface waters, discharges to publicly owned treatment works (pre-treatment standards), and storm water discharges to surface waters Generally, U S EPA has focused its efforts on the development of ELGs for larger industries and those industries with the greatest potential to pollute In total, the 40 categories for which ELGs have been

established (not including construction) represent less than 10 percent of the types of facilities subject to this General Permit Additionally, most ELGs focus on industrial process wastewater discharges and pre-treatment standards, and only 11 of the 40 categories establish numeric or narrative ELGs for industrial storm water discharges Those that do include ELGs for industrial storm water discharges generally address storm water discharges that are generated from direct contact with primary pollutant sources at the subject facilities, and not the totality of the industrial storm water discharge from the facility, as the term "storm water discharge associated with industrial activity" for this General Order is defined in the CWA. (40 C F R § 122 26(b)(14)) Where U S EPA has not issued effluent limitation guidelines for an industry, the State Water Board is required to establish effluent limitations for NPDES permits on a case-by-case basis based on best professional judgment (BPJ). (33 U.S.C § 1342(a)(1), 40 C F R § 125 3(c)(2)) In this General Permit, most of the TBELs are based on BPJ decision-making because no ELG applies

The TBELs in this General Permit represent the BPT (for conventional, toxic, and non-conventional pollutants), BCT (for conventional pollutants), and BAT (for toxic pollutants and non-conventional pollutants) levels of control for the applicable pollutants If U S EPA has not promulgated ELGs for an industry, or if a Discharger is discharging a pollutant not covered by the otherwise applicable ELG, the State Water Board is required to establish effluent limitations in NPDES permit limitations based on best professional judgment. (33 U.S.C. § 1342(a)(1), 40 C F R 125 3(c)) This General Permit includes TBELS established on best professional judgment and limitations based on storm water-specific ELGs listed in Attachment F of this General Permit, where applicable

3 Authority to Include Non-Numeric Technology-Based Limits in NPDES Permits

TBELs in this General Permit are based on best professional judgment and are non-numeric ("narrative") technology-based effluent limitations expressed as requirements for implementation of effective BMPs. Federal regulations provide that permits must include BMPs to control or abate the discharge of pollutants when where "[n]umeric effluent limitations are infeasible " 40 C.F.R. 122 44(k)(3)

Since 1977, courts have recognized that there are circumstances when numeric effluent limitations are infeasible and have held that EPA may issue permits with conditions (e g , BMPs) designed to reduce the level of effluent discharges to acceptable levels. Natural Res Def Council, Inc v Costle, 568 F 2d 1369 (D C.Cir 1977)

U S EPA has also interpreted the CWA to allow BMPs to take the place of numeric effluent limitations under certain circumstances 40 C.F R §122 44(k), titled "Establishing limitations, standards, and other permit conditions (applicable to State NPDES programs)," provides that permits may include BMPs to control or abate the discharge of pollutants when (1) "[a]uthorized under section 402(p) of the CWA for the control of stormwater discharges", or (2) "[n]umeric effluent limitations are infeasible " 40 C.F R § 122 44(k)

In 2006, The U.S. Court of Appeals for the Sixth Circuit held that the CWA does not require U S EPA to set numeric limits where such limits are infeasible (Citizens Coal Council v United States Environmental Protection Agency, 447 F 3d 879, 895-96 (6th Cir. 2006)). The Citizens Coal court cited to the statement in Waterkeeper Alliance, Inc v EPA, 399 F 3d 486, 502 (2d Cir 2005) that "site-specific BMPs are effluent limitations under the CWA" in concluding that "the EPA's inclusion of numeric and non-numeric limitations in the guideline for the coal remining subcategory was a reasonable exercise of its authority under the CWA " (447 F 3d at 896) Additionally, the Citizen's Coal court cited to Natural Res Def. Council, Inc v EPA, 673 F 2d 400, 403 (D C Cir 1982) noting that "section 502(11) [of the CWA] defines 'effluent limitation' as 'any restriction' on the amounts of pollutants discharged, not just a numerical restriction." NPDES permit writers have substantial discretion to impose non-quantitative permit requirements pursuant to section 402(a)(1)), especially when the use of numeric limits is infeasible (NRDC v EPA, 822 F 2d 104, 122-24 (D C Cir. 1987), 40 C F R 122 44(k)(3))

4 Decision to Include Non-Numeric Technology-Based Effluent Limits in This General Permit

It is infeasible for the State Water Board to develop numeric effluent limitations using the best professional judgment approach due to lack of sufficient information Previous versions of this General Permit required Dischargers to sample their industrial storm water discharges and report the results to the Regional Water Boards Dischargers were not required to submit this data online into a statewide database, as a result, much of this data is not available for analysis. Moreover, much of the data that are available for analysis are not of sufficient quality to make conclusions or perform basic statistical tests

The Blue Ribbon Panel of Experts, State Water Board staff, and many stakeholders evaluated the available storm water data set and concluded that the information provides limited value due to the limited pool of industrial facilities submitting data, poor overall data quality, and extreme variance within the dataset, as described below

The poor quality of the existing data set is attributable a number of factors For example, the previous permits have required Dischargers to sample during the first hour of discharge from two storm events a year This sampling schedule was designed to catch what was considered to represent the higher end of storm water discharge concentrations for most parameters The results from this type of sampling were thought to be an indicator of whether or not additional BMPs would be necessary The sampling schedule was not designed, however, to estimate pollutant discharge loading, or to characterize the impact of the discharge on the receiving water. Doing so would normally require the use of more advanced sampling protocols such as flow meters, continuous automatic sampling devices, certified/trained sampling personnel, and other facility-specific considerations

Furthermore, there is currently no data which details the relationship between the BMPs implemented at each facility and the facility's sampling results. The SWPPPs required by the previous permits were not submitted to the Water Boards, but were

kept onsite by Dischargers Due to the limited availability of quality sampling data and "level of effort" information contained in SWPPPs, the State Water Board is unable to exercise best professional judgment to make the connection between effluent quality (sampling results) and the level of effort, costs, and performance of the various technologies that is needed in order to express the TBELs in this General Permit numerically, as NELs.

Some stakeholders have suggested that separating the data sets by industry type would lead to more reliable data with which to develop NELs Advocates of this approach suggest that the variability of the data may be caused in part by the mixing of data from different industrial categories The State Water Board believes that the variation is primarily due to storm intensity, duration, time of year, soil saturation or some other factors It is necessary to collect information related to those factors and BMPs implemented in order to evaluate the variability attributable to those factors There is currently too large of an information gap to begin the process of developing NELs for all industrial sectors not currently subject to ELGs

The State Water Board has proposed NELs in past drafts of this General Permit In comments, many stakeholders have highlighted the difficulty of developing statewide NELs that are applicable to all industry sectors, or even NELs that cover any specific industry sectors For example, stakeholders have commented that

a Background/ambient conditions in some hydrogeologic zones may contribute pollutant loadings that would significantly contribute to, if not exceed, the NEL values,

b Some advanced treatment technologies have flow/volume limitations as well as economy of scale issues for smaller facilities,

c Treatment technologies that require that sheet flows be captured and conveyed via discrete channels or basins may not only result in significant retrofit costs, but may conflict with local ordinances that prohibit such practices, as they can cause damage or erosion to down gradient property owners, or cause other environmental problems,

d There is insufficient regulatory guidance and procedures to allow permit writers to properly specify monitoring frequency and sampling protocols (e g , instantaneous maximum, 1-day average, 3-day average, etc), and for Dischargers to obtain representative samples to compare to NELs for the purpose of strict compliance, and,

e NELs must be developed with consideration of what is economically achievable for each industrial sector. These stakeholders point out that the U S. EPA goes to great lengths evaluating the various BMP technologies available for a particular pollutant, the costs and efficiency of each BMP, and the applicability of the BMPs to the industry as a whole or to a limited number of industrial sites based upon the size of the facility, the quantity of material, and other considerations

The State Water Board does not have the information (including monitoring data, industry specific information, BMP performance analyses, water quality information, monitoring guidelines, and information on costs and overall effectiveness of control technologies) necessary to promulgate NELs at the time of adoption of this General Permit Therefore, it is infeasible to include NELs in this statewide General Permit

Many of the new requirements in this General Permit have been designed to address the shortcomings of previous permits and the existing storm water data set Under this General Permit, sampling results must be certified and submitted into SMARTS by Dischargers, along with SWPPPs which outline the technologies and BMPs used to control pollutants at each facility The ERA process will also collect information on costs and the engineering aspects of the various control technologies employed by each facility Previous permit versions did not have a mechanism for receiving this site specific information electronically, and only a small percentage of Dischargers submitted their Annual Reports via SMARTS This General Permit will make this information more accessible, allowing the Water Boards to evaluate the relationship between BMPs and the ability of facilities to meet the NALs set forth in this General Permit. Finally, the new Qualified Industrial Storm Water Practitioner (QISP) training requirements of this General Permit have been designed in part to improve the quality of the data submitted

5 Narrative Technology-Based Effluent Limitations (TBELs) and Best Management Practices (BMPs)

The primary TBEL in this General Permit requires Dischargers to "implement BMPs that comply with the BAT/BCT requirements of this General Permit to reduce or prevent discharges of pollutants in their storm water discharge in a manner that reflects best industry practice considering technological availability and economic practicability and achievability " (Section V A of this General Permit) This TBEL is a restatement of the BAT/BCT standard, as articulated by U.S. EPA in the 2008 MSGP and accompanying Fact Sheet In order to comply with this TBEL, Dischargers must implement BMPs that meet or exceed the BAT/BCT technology-based standard The requirement to "reduce or prevent" is equivalent to the requirement in the federal regulations that BMPs be used in lieu of NELs to "control or abate" the discharge of pollutants (40 C.F R § 122 44(k).)

BMPs are defined as the "scheduling of activities, prohibitions of practices, maintenance procedures, and other management practices to reduce or prevent the discharge of pollutants includ[ing] treatment requirements, operating procedures, and practices to control site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw material storage " (40 C.F R § 122 2)

This General Permit (Sections X H.1 and X H 2) requires all Dischargers to implement minimum BMPs, as well as any advanced BMPs that are necessary to adequately reduce or prevent pollutants in discharges consistent with the TBELs The minimum BMPs specified in this General Permit represent common practices that can be implemented by most facilities This General Permit generally does not mandate the specific mode of design, installation or implementation for the minimum BMPs at a Discharger's facility It is up to the Discharger, in the first instance, to

determine what must be done to meet the applicable effluent limits For example, Section X.H.1 a.vi of this General Permit requires Dischargers to contain all stored non-solid industrial materials that can be transported or dispersed via wind or contact with storm water How this is achieved will vary by facility for some facilities, all activities may be moved indoors, while for others this will not be feasible However, even for the latter, many activities may be moved indoors, others may be contained using tarps or a containment system, while still other activities may be limited to times when exposure to precipitation is not likely Each of these control measures is acceptable and appropriate depending upon the facility-specific circumstances

BMPs can be actions (including processes, procedures, schedules of activities, prohibitions on practices and other management practices), or structural or installed devices to reduce or prevent water pollution (40 C F R § 122 2) They can be just about anything that is effective at preventing pollutants from entering the environment, and for meeting applicable limits of this General Permit In this General Permit, Dischargers are required to select, design, install, and implement facility-specific control measures to meet these limits. Many industrial facilities already have such control measures in place for product loss prevention, accident and fire prevention, worker health and safety or to comply with other environmental regulations Dischargers must tailor the BMPs detailed in this General Permit to their facilities, as well as improve upon them as necessary to meet permit limits The examples detailed in this Fact Sheet emphasize prevention over treatment However, sometimes more traditional end-of-pipe treatment may be necessary, particularly where a facility might otherwise cause or contribute to an exceedance of water quality standards

This General Permit requires Dischargers to implement BMPs "to the extent feasible " Consistent with the control level requirements of the CWA, for the purposes of this General Permit, the requirement to implement BMPs "to the extent feasible" means to reduce and/or prevent discharges of pollutants using BMPs that represent BAT and BPT in light of best industry practice. [4] In other words, Dischargers are required to select, design, install and implement BMPs that reduce or prevent discharges of pollutants in their storm water discharge in a manner that reflects best industry practice considering their technological availability and economic practicability and achievability

To determine technological availability and economic practicability and achievability, Dischargers need to consider what control measures are considered "best" for their industry, and then select and design control measures for their site that are viable in terms of cost and technology. The State Water Board believes that for many facilities minimization of pollutants in storm water discharges can be achieved without using highly engineered, complex treatment systems The BMPs included in

[4] Because toxic and nonconventional pollutants are controlled in the first step by BPT and in the second step by BAT, and the second level of control is "increasingly stringent" (EPA v National Crushed Stone, 449 U S 64, 69 (1980), for simplicity of discussion, the rest of this discussion will focus on BAT Similarly, because the BAT levels of control in this General Permit are expressed as BMPs and pollution prevention measures, they will also control conventional pollutants Therefore this discussion will focus on BAT rather than BCT or BPT for conventional pollutants

this General Permit emphasize effective "low-tech" controls, such as regular cleaning of outdoor areas where industrial activities may take place, proper maintenance of equipment, diversion of storm water around areas where pollutants may be picked up, and effective advanced planning and training (e g , for spill prevention and response)

E. Receiving Water Limitations and Water Quality Standards

Pursuant to CWA section 301(b)(1)(C) and Water Code section 13377, this General Permit requires compliance with receiving water limitations based on water quality standards The primary receiving water limitation requires that industrial storm water discharges not cause or contribute to an exceedance of applicable water quality standards Implementation of the BMPs as required by the technology-based effluent limitation in Section V of this General Permit will typically result in compliance with the receiving water limitations The discussion of BMPs in this General Permit generally focuses on requiring implementation of BMPs to the extent necessary to achieve compliance with the technology-based effluent limitations, because the technology-based limitations apply similarly to all facilities. In addition, however, this General Permit also makes it clear that, if any individual facility's storm water discharge causes or contributes to an exceedance of a water quality standard, that Discharger must implement additional BMPs or other control measures that are tailored to that facility in order to attain compliance with the receiving water limitation A Discharger that is notified by a Regional Water Board or who determines the discharge is causing or contributing to an exceedance of a water quality standard must comply with the Water Quality Based Corrective Actions found in Section XX B of this General Permit.

Water Quality Based Corrective Actions are different from the Level 1 and Level 2 ERAs that result from effluent-based monitoring. It is possible for a Discharger to be engaged in Level 1 or Level 2 ERAs for one or more pollutants and simultaneously be required to perform Water Quality Based Corrective Actions for one or more other pollutants.

Failure to comply with these additional Water Quality Based Corrective Action requirements is a violation of this General Permit If additional operational source control measures do not adequately reduce the pollutants, Dischargers must implement additional measures such as the construction of treatment systems and/or overhead coverage Overhead coverage is any structure or temporary shelter that prevents the vertical contact of precipitation with industrial materials or activities If the Regional Water Board determines that the Discharger's selected BMPs are inadequate, the Regional Water Board may require implementation of additional BMPs and/or may take enforcement against Dischargers for failure to comply with this General Permit

F. Total Maximum Daily Loads (TMDLs)

TMDLs are regulatory tools that provide the maximum amount of a pollutant from potential source in the watershed that a water body can receive while attaining water quality standards A TMDL is defined as the sum of the allowable loads of a single pollutant from all contributing point sources (the waste load allocations) and non-point sources (load allocations), plus the contribution from background sources (40 C.F.R § 130 2, subd. (i)) Discharges covered by this General Permit are considered to be point

source discharges, and therefore must comply with effluent limitations that are "consistent with the assumptions and requirements of any available waste load allocation for the discharge prepared by the State and approved by EPA pursuant to 40 Code of Federal Regulations section 130.7." (40 C.F.R. § 122.44, subd. (d)(1)(vii).) In addition, Water Code section 13263, subdivision (a), requires that waste discharge requirements implement relevant water quality control plans. Many TMDLs in existing water quality control plans include both waste load allocations and implementation requirements. Attachment E of this General Permit lists the watersheds with U.S. EPA-approved and U.S. EPA-established TMDLs that include TMDL requirements for Dischargers covered by this General Permit.

NPDES-regulated storm water discharges (which include industrial storm water) must be addressed by waste load allocations in TMDLs. (40 C.F.R. § 130.2(h).) NPDES permits must contain effluent limits and conditions consistent with the requirements and assumptions of the waste load allocations in TMDLs. (40 C.F.R. § 122.44(d)(1)(vii)(B).) To date, the relevant waste load allocations assigned to industrial storm water discharges are not directly translatable to effluent limitations. Many of the TMDLs lack sufficient facility specific information, discharge characterization data, implementation requirements, and compliance monitoring requirements. Accordingly, an analysis of each TMDL applicable to industrial storm water discharges must to be performed to determine if it is appropriate to translate the waste load allocation into a numeric effluent limit, or if the effluent limit is to be expressed narratively using a BMP approach. U.S. EPA recognizes that because storm water discharges are highly variable in frequency and duration and are not easily characterized, it is often not feasible or appropriate to establish numeric limits. Variability and the lack of data available make it difficult to determine with precision or certainty actual and projected loadings for individual Dischargers or groups of Dischargers.

Regardless of whether the effluent limit is to be numeric or narrative, the existing waste load allocations must be carefully analyzed, and in many cases translated, to determine the appropriate effluent limitations. Issues of interpretation exist with all of the waste load allocations applicable to Dischargers, and these issues vary based on the TMDL. Below is an example of one of the simpler issues:

FIGURE 1: Example Waste Load Allocations Proposed Translation: Ballona Creek Estuary – Toxic Pollutants

Metals per Acre Waste Load Allocations for Individual General Construction or Industrial Storm Water Permittees (grams/year/acre)				
Cadmium	Copper	Lead	Silver	Zinc
0.1	3	4	0.1	13
Metals per Acre Waste Load Allocations for Individual General Construction or Industrial Storm Water Permittees (milligrams/year/acre)				
Chlordane	DDTs	Total Polychlorinated biphenyl (PCBs)	Total Polycyclic aromatic hydrocarbons (PAHs)	
0.04	0.14	2	350	

In order for the above waste load allocations to effectively be implemented as effluent limits under the General Permit, the Water Boards must (1) identify which discharges the waste load allocations apply to, (2) identify the acreages of the individual facilities, (3) convert the waste load allocations from grams/year/acre (or milligrams/year/acre) to grams/year (or milligrams/year) based on the acreage at each identified facility, (4) assign the effluent limits to the identified Dischargers, (5) determine appropriate monitoring to assess compliance with the effluent limits, and (6) develop a tracking mechanism for each identified facility and their individual effluent limits A similar stepwise process is necessary for each TMDL with waste load allocations assigned to industrial storm water discharges For TMDLs where effluent limits will be expressed as BMPs, analysis must to be performed to determine the appropriate BMPs and the corresponding effectiveness to comply with the assigned waste load allocations.

Some waste load allocations are already expressed as concentration based numbers It may appear simple to incorporate these values into this General Permit as effluent limits, but the questions still remain regarding how to determine compliance The monitoring requirements in this General Permit are not designed to measure compliance with a numeric effluent limit or to measure the effect of a discharge on a receiving water body. (See the discussion on monitoring requirements in Fact Sheet Section II J) This General Permit requires sampling of four (4) storm events a year, with certain limitations as to when a discharge may be sampled This method of monitoring may not appropriately serve as TMDL compliance sampling since grab samples are only representative of the particular moment in time when the sample was taken Since storm water is highly variable, four grab samples per year may not provide sufficient confidence that the effluent limit is being met An alternative monitoring scheme may be necessary to determine the facility's impact on the receiving water and to determine compliance with any assigned effluent limits. Questions concerning whether sampling results should be grab samples, composite samples, flow-weighted averaged over all drainage areas, etc cannot be determined for each concentration-based TMDL without a more thorough analysis

Additionally, monitoring and assessment requirements must be developed for all of the TMDLs to determine compliance with or progress towards meeting TMDL requirements. The proposed monitoring requirements in this General Permit are not designed to assess pollutant loading or determine compliance with TMDL-specific effluent limits

Due to the large number and variety of discharges subject to a wide range of TMDLs statewide, to prevent a severe delay in the adoption of this General Permit, TMDL-specific permit requirements for the TMDLs listed in Attachment E will be proposed by the Regional Water Boards Since the waste load allocations and/or implementation requirements apply to multiple discharges in the region(s) the TMDL were developed, the development of TMDL-specific permit requirements is best coordinated at the Regional Water Board level The development of TMDL-specific permit requirements is subject to notice and a public comment period prior to incorporation into this General Permit.

Regional Water Board staff, with the assistance of State Water Board staff, will develop and submit the proposed TMDL-specific permit requirements for each of the TMDLs listed in Attachment E by July 1, 2016 [5] After conducting a 30-day public comment period, the Regional Water Boards will propose TMDL-specific permit requirements to the State Water Board for adoption into this General Permit. The Regional Water Boards may also include TMDL-specific monitoring requirements for inclusion in this General Permit, or may issue Regional Water Board orders pursuant to Water Code section 13383 requiring TMDL-specific monitoring The Regional Water Boards or their Executive Officers may complete these tasks, and the proposed TMDL-specific permit requirements shall have no force or effect until adopted, with or without modification, by the State Water Board Unless directed to do so by the Regional Water Board, Dischargers are not required to take any additional actions to comply with the TMDLs listed in Attachment E until the State Water Board reopens this General Permit and includes TMDL-specific permit requirements This approach is consistent with the 2008 MSGP TMDL-specific permit requirements are not limited by the BAT/BCT technology-based standards

The Regional Water Boards will submit to the State Water Board the following information for each of the TMDLs listed in Attachment E

- Proposed TMDL-specific permit requirements, including any applicable effluent limitations, implementation timelines, additional monitoring requirements, reporting requirements, an explanation of how an exceedance of an effluent limitation or a violation of the TMDL will be determined, and required deliverables consistent with the TMDL(s),
- An explanation of how the proposed TMDL-specific permit requirements, timelines, and deliverables are consistent with the assumptions and requirements of applicable waste load allocation(s) to implement the TMDL(s),
- Where a BMP-based approach is proposed, an explanation of how the proposed BMPs will be sufficient to implement applicable waste load allocations, and
- Where concentration-based monitoring is required, an explanation of how the required monitoring, reporting and calculation methodology for an exceedance of an effluent limitation or a violation of the TMDL(s) will be sufficient to demonstrate compliance with the TMDL(s)

Upon receipt of the information described above, the State Water Board will conduct a public comment period and reopen this General Permit to populate Attachment E, the Fact Sheet, and other provisions as necessary in order to incorporate these TMDL-specific permit requirements into this General Permit. Attachment E may also be reopened during the term of this General Permit to add additional TMDLs and corresponding implementation requirements

This General Permit (Section X.G.2 a ix) requires a Discharger to identify any additional industrial parameters that may be discharged to a waterbody with a 303(d) impairment identified in Appendix 3 as likely to be associated with industrial storm water

[5] Due to the workload associated with the implementation of this General Permit (e g , training program development, NEC outreach, electronic enrollment and reporting via SMARTS) it is believed that two years in necessary for Staff to complete a comprehensive analysis and stakeholder process for TMDLS applicable to Dischargers under this General Permit

Dischargers may need to implement additional monitoring for any applicable parameters (Section XI B 6.e). Appendix 3 of this General Permit includes the water bodies with 303(d) impairments or TMDLs for pollutants that are likely to be associated with industrial storm water in black font, and those that are not likely to be associated with industrial storm water in red font. This determination is based on the pollutant or pollutants that are causing each impairment, and the State Water Board's general experience regarding the types of pollutants that are typically found in industrial storm water discharges The list of waterbodies is from the State Water Boards statewide 2010 Integrated CWA Section 303(d) List / Section 305(b) Report

Some of the water bodies with 303(d) impairments or TMDLs listed in Appendix 3 of this General Permit are not applicable to Dischargers covered under this General Permit Appendix 3 indicates these water bodies Dischargers are not required to include in their pollutant source assessment (unless directed to do so by the Regional Water Board)

New Dischargers (as defined in Attachment C) applying for NOI coverage under this General Permit that will be discharging to an impaired water body with a 303(d) listed impairment are ineligible for coverage unless the Discharger submits data and/or information, prepared by a QISP, demonstrating that the facility will not cause or contribute to the impairment. Section VII B of this General Permit describes the three different options New Dischargers have for making this determination. This General Permit requires a QISP to assist the New Discharger with this determination because individuals making this determination will need expertise in industrial storm water pollutant sources, BMPs and a thorough understanding of complying with U.S. EPA's storm water regulations and this General Permit's requirements. Not requiring New Dischargers to have a QISP assist in this demonstration would possibly lead to costly retrofits or closure of a new facility that has not demonstrated that the facility will not cause or contribute to the impairment

G Discharges Subject to the California Ocean Plan

1 Discharges to Ocean Waters

On October 16, 2012 the State Water Board amended the California Ocean Plan (California Ocean Plan) to require industrial storm water Dischargers with outfalls discharging to ocean waters to comply with the California Ocean Plan's model monitoring provisions The amended California Ocean Plan requires industrial storm water dischargers with outfalls discharging to ocean waters to comply with the California Ocean Plan's model monitoring provisions These provisions require Dischargers to. (a) monitor runoff for specific parameters at all outfalls from two storm events per year, and collect at least one representative receiving water sample per year, (b) conduct specified toxicity monitoring at certain types of outfalls at a minimum of once per year, and (c) conduct marine sediment monitoring for toxicity under specific circumstances (California Ocean Plan, Appendix III) The California Ocean Plan provides conditions under which some of the above monitoring provisions may be waived by the Water Boards

This General Permit requires dischargers with outfalls that discharge to ocean waters to comply with the California Ocean Plan's model monitoring provisions and

any additional monitoring requirements established pursuant to Water Code section 13383 Dischargers who have not developed and implemented a monitoring program in compliance with the California Ocean Plan's model monitoring provisions by July 1, 2015 or seven (7) days prior to commencing operations, whichever is later, are ineligible to obtain coverage under this General Permit

2. Areas of Special Biological Significance (ASBS) Exception

The State Water Board adopted the California Ocean Plan (California Ocean Plan) in 1972, and has subsequently amended the Plan The California Ocean Plan prohibits the discharge of waste to designated ASBS ASBS are ocean areas designated by the State Water Board as requiring special protection through the maintenance of natural water quality. The California Ocean Plan states that the State Water Board may grant an exception to California Ocean Plan provisions where the State Water Board determines that the exception will not compromise protection of ocean waters for beneficial uses and the public interest will be served

On March 20, 2012, the State Water Board adopted Resolution 2012-0012 (ASBS Exception), which grants an exception to the California Ocean Plan prohibition on discharges to ASBS for a limited number of industrial storm water Discharger applicants. The ASBS Exception contains "Special Protections" to maintain natural water quality and protect the beneficial uses of the ASBS. In order to legally discharge into an ASBS, these Dischargers must comply with the terms of the ASBS Exception and obtain coverage under this General Permit. This General Permit incorporates the terms of the ASBS Exception and includes the applicable monitoring requirements for all Dischargers discharging to an ASBS under the ASBS Exception

H. Training Qualifications

This General Permit and the previous permit both require Dischargers to ensure that personnel responsible for permit compliance have an acceptable level of knowledge. Stakeholders have observed that the previous permit did not adequately specify how to comply with various elements of the permit, such as selecting discharge locations representative of the facility storm water discharge and evaluating potential pollutant sources, nor did it provide a clearly outlined Discharger training program Guidance that is available from outside sources can be complicated to understand or costly to obtain, which can result in many Dischargers developing and implementing deficient SWPPPs and conducting inadequate monitoring activities. Some Dischargers under the previous permit had the resources to hire professional environmental staff or environmental consultants to assist in compliance Even in those cases, however, there was little certainty that Dischargers received training regarding implementation of the various BMPs being implemented and required monitoring activities under the previous permit Through this General Permit, the State Water Board seeks to improve compliance and monitoring data quality, and expand each Discharger's understanding of this General Permit's requirements

This General Permit establishes the Qualified Industrial Storm Water Practitioner (QISP) role A QISP is someone who has completed a State Water Board sponsored or

approved QISP training course and has registered in SMARTS A QISP is required to implement certain General Permit requirements at the facility once it has entered Level 1 status in the ERA process as described in Section XII of this General Permit. In some instances it may be advisable for a facility employee to take the training, or for a facility to hire a QISP prior to entering Level 1 status as the training will contain information on the new permit requirements and how to perform certain tasks such as selecting discharge locations representative of the facility storm water discharge, evaluating potential pollutant sources, and identifying inadequate SWPPP elements

Some industry stakeholders have claimed that their staff is already adequately trained These employees may continue to perform the basic permit functions (e g prepare SWPPPs, perform monitoring requirements, and prepare Annual Reports) without receiving any additional training if the facility's sampling and analysis results do not exceed the NALs This requirement is structured in a manner to reduce the costs of compliance for facilities that may not negatively impact receiving water quality

California licensed professional civil, industrial, chemical, and mechanical engineers and geologists have licenses that have professional overlap with the topics of this General Permit. The California Department of Consumer Affairs, Board for Professional Engineers, Land Surveyors and Geologists (CBPELSG) provides the licensure and regulation of professional civil, industrial, chemical, and mechanical engineers and professional geologists in California. The State Water Board is developing a specialized self-guided State Water Board-sponsored registration and training program specifically for these CPBELSG licensed engineers and geologists in good standing with CBPELSG. The CBPELSG has staff and resources dedicated to investigate and take appropriate enforcement actions in instances where a licensed professional engineer or geologist is alleged to be noncompliant with CBPELSG's laws and regulations. Actions that result in noncompliance with this General Permit may constitute a potential violation of the CBPELSG requirements and may subject a licensee to investigation by the CBPELSG

A QISP may represent one or more facilities but must be able to perform the functions required by this General Permit at all times. It is advisable that this individual be limited to a specific geographic region due to the difficulty of performing the needed tasks before, during, and after qualifying storm events may be difficult or impossible if extensive travel is required Dischargers are required to ensure that the designated QISP has completed the appropriate QISP training course

This General Permit contains a mechanism that allows for the Water Boards' Executive Director or Executive Officer to rescind the registration of any QISPs who are found to be inadequately performing their duties as a QISP will no longer be able to do so. A QISP may ask the State Water Board to review any decision to revoke his or her QISP registration Table 1 of this Fact Sheet below describes the different roles that the QISP and California licensed professional engineers have in this General Permit

TABLE 1: Role-Specific Permit Requirements

Qualifications	Task
QISP	Assist New Dischargers determine coverage eligibility for Discharges to an impaired water body, Level 1 ERA Evaluation and report, Level 2 ERA Action Plan, and Technical Report, and the Level 2 ERA extension
California licensed professional engineer	Inactive Mining Operation Certification, SWPPPs for inactive mining, and annual re-certification of Inactive Mining Operation Certification, NONA Technical Reports, and Subchapter N calculations

I. Storm Water Pollution Prevention Plan (SWPPP)

1. General

This General Permit requires that all Dischargers develop, implement, and retain onsite a site-specific SWPPP. The SWPPP requirements generally follow U.S. EPA's five-phase approach to developing SWPPPs, which has been adapted to reflect the requirements of this General Permit in Figure 2 of this Fact Sheet. This approach provides the flexibility necessary to establish appropriate BMPs for different industrial activities and pollutant sources. This General Permit requires a Discharger to include in its SWPPP (Section X of this General Permit) a site map, authorized NSWDs at the facility, and an identification and assessment of potential pollutants sources resulting from exposure of industrial activities to storm water.

This General Permit requires that Dischargers clearly describe the BMPs that are being implemented in the SWPPP. In addition to providing descriptions, Dischargers must also describe who is responsible for the BMPs, where the BMPs will be installed, how often and when the BMPs will be implemented, and identify any pollutants of concern. Table 2 of this Fact Sheet provides an example of how a Discharger could assess potential pollution sources and provide a corresponding BMPs summary.

This General Permit requires that Dischargers select an appropriate facility inspection frequency beyond the required monthly inspections if necessary, and to determine if SWPPP revisions are necessary to address any physical or operational changes at the facility or make changes to the existing BMPs (Section X.H.4.a.vii and Section XI.A.4 of this General Permit). Facilities that are subject to multi-phased physical expansion or significant seasonal operational changes may require more frequent SWPPP updates and facility inspections. Facilities with very stable operations may require fewer SWPPP updates and facility inspections.

Failure to develop or implement an adequate SWPPP, or update or revise an existing SWPPP as required, is a violation of this General Permit. Failure to maintain the SWPPP on-site and have it available for inspection is also a violation of this General Permit.

Dischargers are also required to submit their SWPPPs and any SWPPP revisions via SMARTS, accordingly, BMP revisions made in response to observed compliance problems will be included in the revised SWPPP electronically submitted via SMARTS. Not all SWPPP revisions are significant and it is up to the Dischargers to distinguish between revisions that are significant and those that are not significant If no changes are made at all to the SWPPP, the Discharger is not required to resubmit the SWPPP on any specific frequency

- Significant SWPPP Revisions Dischargers are required to certify and submit via SMARTS their SWPPP within 30 days of the significant revision(s) While it is not easy to draw a line generally between revisions that are significant and those that are not significant, Dischargers are not required to certify and submit via SMARTS any SWPPP revisions that are comprised of only typographical fixes or minor clarifications

- All Other SWPPP Revisions· Dischargers are required to submit revisions to the SWPPP that are determined to not be significant every three (3) months in the reporting year

FIGURE 2. Five Phases for Developing and Implementing an Industrial Storm Water Pollution Prevention Plan (SWPPP)

PLANNING AND ORGANIZATION

*Form Pollution Prevention Team
*Review other facility plans

ASSESSMENT

*Develop a site map
*Identify potential pollutant sources
*Inventory of materials and chemicals
*List significant spills and leaks
*Identify Non-Storm Water Discharges
*Assess pollutant risk

Best Management Practice (BMP) IDENTIFICATION

*Identify minimum required BMPs
*Identify any advanced BMPs

IMPLEMENTATION

*Train employees for the Pollution Prevention Team
*Implement BMPs
*Collect and review records

EVALUATION / MONITORING

*Conduct annual facility evaluation (Annual Evaluation)
*Review monitoring information
*Evaluate BMPs
*Review and revise SWPPP

TABLE 2· Example - Assessment of Potential Industrial Pollution Sources and Corresponding BMPs Summary

Area	Activity	Pollutant Source	Industrial Pollutant	BMPs
Vehicle and Equipment Fueling	Fueling	Spills and leaks during delivery	Fuel oil	-Use spill and overflow protection
		Spills caused by topping off fuel tanks	Fuel oil	-Train employees on proper fueling, cleanup, and spill response techniques
		Hosing or washing down fuel area	Fuel oil	-Use dry cleanup methods rather than hosing down area -Implement proper spill prevention control program
		Leaking storage tanks	Fuel oil	-Inspect fueling areas regularly to detect problems
		Rainfall running off fueling area, and rainfall running onto and off fueling area	Fuel oil	-Minimize run-on of storm water into the fueling area, cover fueling area

2 Minimum and Advanced BMPs

Section V of this General Permit requires the Discharger to comply with technology-based effluent limitations (TBELs) In this General Permit, TBELs rely on implementation of BMPs for Dischargers to reduce and prevent pollutants in their discharge The BMP effluent limitations have been integrated into the Section X.H of this General Permit and are divided into two categories – minimum BMPs which are generally non-structural BMPs that all Dischargers must implement to the extent feasible, and advanced BMPs which are generally structural BMPs that must be implemented if the minimum BMPs are inadequate to achieve compliance with the TBELs Section X of this General Permit includes both substantive control requirements in the form of the BMPs listed in Section X.H, as well as various reporting and recordkeeping requirements The requirement to implement BMPs "to the extent feasible" allows Dischargers flexibility when implementing BMPs, by not requiring the implementation of BMPs that are not technologically available and economically practicable and achievable in light of best industry practices.

The 2008 MSGP requires Dischargers to comply with 12 non-numeric technology-based effluent limits in Section 2 1 2 of the permit through the implementation of "control measures " This requirement is an expansion of the general considerations outlined in the MSGP adopted in 2000. The control measures specified by the U S EPA in the 2008 MSGP are as follows (in order as listed in the 2008 MSGP)

1 Minimize Exposure
2 Good Housekeeping
3 Maintenance
4 Spill Prevention and Response Procedures
5 Erosion and Sediment Controls
6 Management of Runoff
7 Salt Storage Piles or Piles Containing Salt
8 Sector Specific Non-Numeric Effluent Limits
9 Employee Training
10 Non-Storm Water Discharges (NSWDs)
11 Waste, Garbage and Floatable Debris
12 Dust Generation and Vehicle Tracking of Industrial Materials

This General Permit addresses eleven of the above twelve control measures from the 2008 MSGP Section 2.1.2 Non-Numeric Technology-Based Effluent Limits (BPT/BAT/BCT) Eleven of the control measures are addressed as minimum BMPs that the State Water Board has determined to be most applicable to California's Dischargers Two of those eleven control measures (1- Minimize Exposure, 6 – Management of Runoff) are also identified as advanced BMPs (Section X.H 2 of this General Permit) This General Permit is not a sector-specific permit and therefore does not contain limitations to address control measure number 8 (Sector Specific Non-Numeric Effluent Limits).

The non-structural elements of the control measure to minimize exposure are addressed in the minimum BMP Section X H 1 of this General Permit while structural control elements are addressed in the advanced BMP Section X H 2 of this General Permit The on-site diversion elements of the control measure to minimize exposure are addressed as minimum BMPs

The runoff reduction elements of the control measure to minimize exposure are included as advanced BMPs Advanced BMPs that are required to be implemented when a Discharger has implemented the minimum BMPs to the extent feasible and they are not adequate to comply with the TBELs The advanced BMP categories are (1) exposure minimization BMPs, (2) storm water containment and discharge reduction BMPs, (3) treatment control BMPs, and (4) additional advanced BMPs needed to meet the effluent limitations of this General Permit Advanced BMPs are generally structural control measures and can include any BMPs that exceed the minimum BMPs The control measure for Non-Storm Water Discharges (NSWDs) is addressed in both the discharge prohibitions (Section III) and authorized non-storm water discharges (Section IV) of this General Permit and essentially represents a minimum BMP

This General Permit encourages Dischargers to utilize BMPs that infiltrate or reuse storm water where feasible The State Water Board expects that these types of BMPs will not be appropriate for all industrial facilities, but recognizes the many possible benefits (e g increased aquifer recharge, reduces flooding, improvements to water quality) associated with the infiltration and reuse of storm water Encouraging the use of storm water infiltration and reuse BMPs is consistent with the statewide approach to managing storm water with lower impact methods

The BMPs in this General Permit that coincide with the control measures in the 2008 MSGP are as follows (in order as listed in the 2008 MSGP)

a Minimization of Exposure to Storm Water

Section 2 1 2 1 of the 2008 MSGP requires Dischargers to minimize the exposure of industrial materials and areas of industrial activity to rain, snow, snowmelt, and runoff The 2008 MSGP mixes both structural and nonstructural BMPs and specifies particular BMPs to consider when minimizing exposure such as grading/berming areas to minimize runoff, locating materials indoors, spill clean up, contain vehicle fluid leaks or drain fluids before storing vehicles on-site, secondary containment of materials, conduct cleaning activities undercover, indoors or in bermed areas, and drain all wash water to a proper collection system

This General Permit requires the evaluation of BMPs in the potential pollutant source assessment in the SWPPP (Section X G 2) When the minimum BMPs are not adequate to comply with the TBELs, Dischargers are required to implement advanced BMPs (Section X H 2 a) These advanced BMPs may include additional exposure minimization BMPs (Section X H 2 b 1)

b. Good Housekeeping

Section 2 1 2 2 of the 2008 MSGP requires that Dischargers keep all exposed areas that may be a potential source of pollutants clean and orderly. This General Permit (Section X H 1 a) seeks to define "clean and orderly" by specifying a required set of nine (9) minimum good housekeeping BMPs, which include observations of outdoor/exposed areas, BMPs for controlling material tracking, BMPs for dust generated from industrial materials or activities, BMPs for rinse/wash water activities, covering stored industrial materials/waste, containing all stored non-solid industrial materials, preventing discharge of rinse/wash waters/industrial materials, prevent non-industrial area discharges from contact with industrial areas of the facility, and prevent authorized NSWDs from non-industrial areas from contact with industrial areas of the facility

c Preventative Maintenance

Section 2 1 2.3 of the 2008 MSGP requires that Dischargers regularly inspect, test, maintain, and repair all industrial equipment to prevent leaks, spills and releases of pollutants that may be exposed to storm water discharged to receiving waters This General Permit (Section X H 1.b) incorporates this

concept by requiring four (4) nonstructural BMPs which include identification and inspection of equipment, observations of potential leaks in identified equipment, an equipment maintenance schedule, and equipment maintenance procedures

d Spill and Leak Prevention and Response

Section 2 1 2 4 of the 2008 MSGP requires that Dischargers minimize the potential for leaks, spills and other releases that may be exposed to storm water. Dischargers are also required to develop a spill response plan which includes procedures such as labeling of containers that are susceptible to a spill or a leakage, establishing containment measures for such industrial materials, procedures for stopping leaks/spills, and provisions for notification of the appropriate personnel about any occurrence. This General Permit (Section X H 1 c) requires implementation of four (4) BMPs to address spills These BMPs include developing a set of spill response procedures to minimize spills/leaks, develop procedures to minimize the discharge of industrial materials generated through spill/leaks, identifying/describing the equipment needed and where it will be located at the facility, and identify/training appropriate spill response personnel

e Erosion and Sediment Controls

Section 2.1.2.5 of the 2008 MSGP requires the use of structural and/or non-structural control measures to stabilize exposed areas and contain runoff Also required is the use of a flow velocity dissipation device(s) in outfall channels where necessary to reduce erosion and/or settle out pollutants This General Permit (Section X.H.1.e) requires the implementation of (5) BMPs to prevent erosion and sediment discharges. The erosion and sediment control BMPs include· implementing effective wind erosion controls, providing for effective stabilization of erodible areas prior to a forecasted storm event, site entrance stabilization/prevent material tracking offsite and implement perimeter controls, diversion of run-on and storm water generated from within the facility away from all erodible materials, and ensuring compliance with the design storm standards in Section X H 6 U.S. EPA has developed online resources for erosion and sediment controls [6]

f Management of Runoff

Section 2 1 2.6 of the 2008 MSGP requires the diversion, infiltration, reuse, containment, or otherwise reduction of storm water runoff, to minimize pollutants in discharges This General Permit (Sections X H 1 a viii, X H 1 d iv , and

[6] U S EPA 2008 MSGP <http //cfpub epa gov/npdes/stormwater/msgp cfm> [as of February 4, 2014]
U S EPA National Menu of BMPs <http://cfpub.epa.gov/npdes/stormwater/menuofbmps/index.cfm> [as of February 4, 2014]
U S EPA National Management Measures to Control Nonpoint Source Pollution from Urban Areas <http //water epa gov/polwaste/nps/urban/index.cfm> [as of February 4, 2014]

X H 1 e iv) requires Dischargers to divert run-on from non-industrial sources and manage storm water generated within the facility away from industrial materials and erodible surfaces Runoff reduction is required as an advanced BMP when minimum BMPs are not adequate to comply with the TBELs The 2008 MSGP encouraged Dischargers to consult with EPA's internet-based resources relating to runoff management [7]

g Salt Storage Piles or Piles Containing Salt

Section 2 1 2 7 of the 2008 MSGP requires salt storage piles/piles containing salt that may be discharged to be enclosed or covered and to use BMPs when the salt is being used This General Permit does not have a minimum BMP specifically for salt storage, however it does require all stockpiled/stored industrial materials be managed in a way to reduce or prevent industrial storm water discharges of the stored/stockpiled pollutants. The good housekeeping (Section X H 1 a) and material handling and waste management (Section X.H 1.d) minimum BMPs in this General Permit require that all materials readily mobilized by storm water be covered, the minimization of handling of industrial materials or wastes that can be readily mobilized by contact with storm water during a storm event, and the diversion of run-on from stock piled materials.

h Sector Specific Non-Numeric Effluent Limits

Section 2 1 2 8 of the 2008 MSGP requires Dischargers to achieve any additional non-numeric limits stipulated in the relevant sector-specific section(s) of Part 8 of the 2008 MSGP This General Permit is not a sector-specific permit and does not contain sector-specific non-numeric effluent limitations like the 2008 MSGP While this General Permit does not specify sector-specific BMPs, Dischargers are required to select and implement BMPs for their specific facility to reduce or prevent industrial storm water discharges of pollutants to comply with the technology-based effluent limitations In addition, sectors with applicable ELGs must comply with those ELGs

i Employee Training Program

Section 2.1.2 9 of the 2008 MSGP requires all employees engaged in industrial activities or the handling of industrial materials that may affect storm water to obtain training covering implementation of this General Permit This General Permit (Section X D 1 and X H 1.f) requires a facility to establish a Pollution Prevention Team (team members, collectively) responsible for implementing permit requirements such as the SWPPP, monitoring requirements, or BMPs

[7] U S EPA Sector-Specific Industrial Stormwater Fact Sheet Series <www.epa.gov/npdes/stormwater/msgp> [as of February 4, 2014]
U S EPA National Menu of Stormwater BMPs <www.epa.gov/npdes/stormwater/menuofbmps> [as of February 4, 2014]
U S. EPA, National Management Measures to Control Nonpoint Source Pollution from Urban Areas (and any similar State or Tribal publications) <www epa gov/owow/nps/urbanmm/index html>. [as of February 4, 2014].

The five (5) minimum training BMPs include ensuring that all team members are properly trained, preparing the proper training materials and manuals, identifying which individuals needs to be trained, providing a training schedule, and maintaining documentation on the training courses and which individuals received the training

This General Permit also requires a QISP to be assigned to each facility that reaches Level 1 status One purpose of a QISP is to have an individual available who can provide compliance assistance with these training requirements The QISP is responsible for training the appropriate team members Appropriate team members are any team members involved in implementing this General Permit for drainage areas causing NAL exceedances, and any other team members identified by the QISP that need additional training to implement this General Permit.

j. NSWDs

Section 2 1 2 10 of the 2008 MSGP requires that unauthorized NSWDs are eliminated (Part 1 2 3 of the 2008 MSGP lists the NSWDs authorized by the 2008 MSGP). The good housekeeping minimum BMP (Section X.H 1.a ix of this General Permit) requires that contact between authorized NSWDs and industrial areas of the facility be minimized This General Permit (Section IV) also includes separate requirements for authorized NSWDs and (Section III) prohibits unauthorized NSWDs

k Material Handling and Waste Management

Section 2.1.2.11 of the 2008 MSGP requires that Dischargers ensure waste, garbage, and floatable debris are not discharged into receiving waters The 2008 MSGP identifies keeping areas clean and intercepting such materials as ways to minimize such discharges This General Permit (Section X H 1 d) requires Dischargers to implement six (6) general BMPs that address material handling and waste management. These BMPs include preventing or minimizing handling of waste or materials during a storm event that could potentially result in a discharge, containing industrial materials susceptible to being dispersed by the wind, covering industrial waste disposal containers when not in use to contain industrial materials, diversion of run-on and storm water generated from within the facility away from all stock piled materials, cleaning and managing spills of such wastes or materials (in accordance with Section X H 1 e of this General Permit), and conducting observations of outdoor areas and equipment that may come into contact with such materials or waste and become contaminated.

l Waste, Garbage and Floatable Debris

Section 2 1.2.11 of the 2008 MSGP requires that waste, garbage, and floatable debris are not discharged to receiving waters by keeping exposed areas free of such materials or by intercepting them before they are discharged Material handling and waste management BMPs are included in Section X H 1 d of this General Permit Dischargers are required to prevent handling of waste materials during a storm event that could result in a discharge, contain waste disposal

containers when not in use, clean and manage spills from waste, and observe outdoor areas and equipment that may come into contact with waste and become contaminated.

m Dust Generation and Vehicle Tracking of Industrial Materials

Section 2 1 2 12 of the 2008 MSGP requires that generation of dust and off-site tracking of raw, final, or waste materials is minimized This General Permit does not require minimization of dust generation and vehicle tracking of industrial materials as a minimum BMP directly Dust generation and vehicle tracking of industrial materials BMPs are included in Section X H 1 a ("good housekeeping") of this General Permit where Dischargers must prevent dust generation from industrial materials or activities and contain all stored non-solid industrial materials that can be transported or dispersed via wind or come in contact with storm water, and Section X H 1 d ("material handling and waste management") of this General Permit, which requires Dischargers to contain non-solid industrial materials or wastes that can be dispersed via wind erosion or come into contact with storm water during handling

n Quality Assurance and Record Keeping

Section 2.1 2 of the 2008 MSGP does not directly designate record keeping as a control measure. This General Permit (Section X H.1.g) includes quality assurance and record keeping as a minimum BMP and requires Dischargers to implement three (3) general BMPs These BMPs include developing and implementing procedures to ensure that all elements of the SWPPP are implemented, develop a method of tracking and recording the implementation of all BMPs identified in the SWPPP, and a requirement to keep and maintain those records. This ensures that management procedures are designed and permit requirements are implemented by appropriate staff.

o. Implementation of BMPs in the SWPPP

Like the previous permit, this General Permit does not assign Dischargers a schedule to implement BMPs Instead, this General Permit requires Dischargers to select the appropriate schedule to implement the minimum BMPs In addition, this General Permit requires Dischargers to identify, as necessary, any BMPs that should be implemented prior to precipitation events Although Dischargers are required to maintain internal procedures to ensure the BMPs are implemented according to schedule or prior to precipitation events, Dischargers are only required to certify in the Annual Report whether they complied with the BMP implementation requirements

Dischargers are required to implement an effective suite of BMPs that meet the technology and water-quality based limitations of this General Permit Based upon Regional Water Board staff inspections, there is significant variation between Dischargers' interpretations of what BMPs were necessary to comply with the previous permit This General Permit establishes a new requirement that Dischargers must implement, to the extent feasible, specific minimum BMPs

to reduce or prevent the presence of pollutants in their industrial storm water discharge In addition, due to the wide variety of facilities conducting numerous and differing industrial activities throughout the state, this General Permit retains the requirement from the previous permit that Dischargers establish and implement additional BMPs beyond the minimum Implementation of this General Permit's minimum BMPs, together with any necessary advanced BMPs, will result in compliance with the effluent limitations of this General Permit (Section V.A). All Dischargers must evaluate their facilities and determine the best practices within their industry considering technological availability and economic practicability and achievability to implement these minimum BMPs and any advanced BMPs

The State Water Board has selected minimum BMPs that are generally applicable at all facilities. The minimum BMPs are consistent with the types of BMPs normally found in properly developed SWPPPs and, in most cases, should represent a significant portion of the effort required for a Discharger to achieve compliance. Due to the diverse industries covered by this General Permit, the development of a more comprehensive list of minimum BMPs is not currently feasible The selection, applicability, and effectiveness of a given BMP is often related to industrial activity type and to facility-specific facts and circumstances. Advanced BMPs must be selected and implemented by Dischargers, based on the type of industry and facility-specific conditions, to the extent necessary to comply with the technology-based effluent limitation requirements of this General Permit.

Failure to implement all of the minimum BMPs to the extent feasible is a violation of this General Permit. (Section X H 1) Dischargers must justify any determination that it is infeasible to implement a minimum BMP in the SWPPP (Section X H 4 b) Failure to implement advanced BMPs necessary to achieve compliance with either the technology or water quality standards requirements in this General Permit is a violation of this General Permit

p. Temporary Suspension of Industrial Activities

The exception for inactive and unstaffed sites in section 6 2 1 3 of the 2008 MSGP does not require a Discharger with a facility that is inactive and unstaffed with no industrial materials or activities exposed to storm water (in accordance with the substantive requirements in 40 Code of Federal Regulations section 122 26(g)) to complete benchmark monitoring The Discharger is required to sign and certify a statement in the SWPPP verifying that the site is inactive and unstaffed If circumstances change and industrial materials or activities become exposed to storm water or the facility becomes active and/or staffed, this exception no longer applies and the Discharger is required to begin complying immediately with the applicable benchmark monitoring requirements under part 6 2 of the 2008 MSGP

This General Permit allows Dischargers to temporarily suspend monitoring at facilities where industrial activities have been suspended in accordance with Section X H 3 This is only intended for Dischargers with facilities where it is

infeasible to comply with this General Permit's monitoring while activities are suspended (e g remote, unstaffed, or inaccessible facilities during the time of such a suspension) Dischargers are required to update the facility's SWPPP with the BMPs being used to stabilize the site and submit the suspension dates and a justification for the suspension of monitoring via SMARTS

3 Design Storm Standards for Treatment Control BMPs

It is the State Water Board's intent to minimize the regulatory uncertainty and costs concerning treatment control BMPs in order to encourage the implementation of treatment control BMPs when appropriate Section X H.6 of this General Permit specifies a design storm standard for use when treatment controls BMPs are installed There is both a volume-based and flow-based design storm standard in this General Permit Both are based on the 85th percentile 24-hour storm event Without a design storm standard, Dischargers have installed treatment controls using a wide variety of designs that were sometimes either unnecessarily stringent/expensive, or deficient in complying with the requirements of the relevant permit Some Dischargers have been hesitant to consider treatment options because of the uncertainty concerning acceptable treatment design The design storm standards are generally expected to

- Be consistent with the effluent limitations of this General Permit,
- Be protective of water quality,
- Be achievable for most pollutants and their associated treatment technologies; and,
- Reduce the costs associated with treating industrial storm water discharges beyond the levels necessary to achieve compliance with this General Permit

In lieu of complying with the design storm standards for treatment control BMPs, Dischargers may certify and submit a Level 2 ERA Technical Report, including an Industrial Activity BMPs Demonstration (Section XII D 2 a of this General Permit). The Level 2 ERA Technical Report requirement is based upon NAL exceedances Under this option, a Discharger with Level 2 status must either implement BMPs to eliminate future NAL exceedances, or justify what BMPs must be implemented to comply with this General Permit even if the BMPs will not eliminate future exceedances of NALs Dischargers who implement treatment control BMPs that vary from the design storm standards in Section X H 6 must include an analysis showing that their treatment control BMPs comply with this General Permit's effluent limitations in the Industrial Activity BMP Demonstration

This General Permit does not require Dischargers to retrofit existing treatment controls that do not meet the design storm standard, unless the Discharger determines that the existing treatment controls are not adequate to comply with this General Permit In addition, once TMDL-specific implementation requirements are added to this General Permit, those Dischargers subject to TMDLs may need to add

new or retrofitted treatment control BMPs to meet the TMDL implementation requirements

To arrive at these design storm standards, the State Water Board has relied heavily on previous Water Board decisions concerning treatment efficacy for municipalities, published documents, stakeholder comments, and reasonableness. In 2000, the State Water Board issued State Water Board Order WQ 2000-11, which upheld Los Angeles Regional Water Board's permit requirements which mandated that all new development and redevelopment exceeding certain size criteria design treatment BMPs based on a specific storm volume: the 85th percentile 24-hour storm event This design storm standard was based on research demonstrating that the standard represents the maximized treatment volume cut-off at the point of diminishing returns for rainfall/runoff frequency.[8] On the basis of this equation, the maximized runoff volume for 85 percent treatment of annual runoff volumes in California can range from 0 08 to 0 86 inch depending on the imperviousness of the watershed area and the mean amount of rainfall. This design storm standard is referred to as the Standard Urban Storm Water Mitigation Plan's volumetric criterion and there are multiple acceptable methods of calculating this volume. For more information, see the California Stormwater Best Management Practices Handbook [9]

The San Diego Regional Water Board first established both volumetric and flow-based design storm criteria for NPDES MS4 permits It is generally accepted by civil engineers doing hydrology work to use twice the peak hourly flow of a specific storm event to use as the basis for flow-based design of BMPs This General Permit therefore establishes the flow-based design storm standard to be twice the peak hourly flow of the 85th percentile 24-hour storm event

The primary objective of specifying a design storm standard is to properly size BMPs to, at a minimum, effectively treat the first flush of run-off from all storm events The economic impacts of treating all storm water from a facility versus the minimal environmental benefit of complete treatment justify the design storm approach. It is unrealistic to require each facility to do a cost benefit analysis of their treatment structures To simplify the requirements for design, the State Water Board reviewed research from the City of Portland[10] and the City of San Jose[11] to determine the volume of each rain event compared to the amount of events that occur for that volume The results of their findings show an inflection point that is typically found at approximately the 80 to 85 percentile of recorded storm events

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[8] California Regional Water Quality Control Board Los Angeles Region, Standard Urban Storm Water Mitigation Plans and Numerical Design Standards for Best Management Practices - Staff Report and Record of Decision (Jan 18, 2000) <http //www.swrcb.ca gov/rwqcb4/water_issues/programs/stormwater/susmp/susmp_final_staff_report pdf> [as of February 4, 2014]

[9] California Stormwater Quality Association, Stormwater Best Management Practice New Development and Redevelopment Handbook (2003) <http //www.casqa.org/> [as of February 4, 2014]

[10] City of Portland Oregon Portland Stormwater Management Manual Appendix E 1 Pollution Reduction Methodology E 1-1 (August 1, 2008) <http://www.portlandoregon gov/bes/article/202909> [as of February 4, 2014]

[11] California Stormwater Quality Association (CASQA) CASQA BMP Handbook (January 2003) New Development and Redevelopment (Errata 9-04) <http //www casqa.org/> [as of February 4, 2014]

Dischargers should be aware of the potential unintended public health concerns associated with treatment control BMPs Extensive monitoring studies conducted by the California Department of Public Health (CDPH) have documented that mosquitoes opportunistically breed in structural BMPs, particularly those that hold standing water for over 96 hours BMPs that produce mosquitoes create potential public health concerns and increase the burden on local vector control agencies that are mandated to inspect for and abate mosquitoes and other vectors within their jurisdictional boundaries These unintended consequences can be lessened when BMPs incorporate design, construction, and maintenance principles developed specifically to minimize standing water available to mosquitoes[12] while having negligible effects on the capacity of the structures to provide water quality improvements The California Health and Safety Code prohibits landowners from knowingly providing habitat for or allowing the production of mosquitoes and other vectors, and gives local vector control agencies broad inspection and abatement powers.[13]

Dischargers who install any type of volume-based treatment device are encouraged to consider the BMPs in the California Department of Public Health's guidance manual published July 2012, "Best Management Practices for Mosquito Control in California" at http //www cdph.ca gov/HealthInfo/discond/Documents/BMPforMosquitoControl07-12.pdf.

4 Monitoring Implementation Plan

Dischargers are required to prepare and implement a Monitoring Implementation Plan (Section X.I of this General Permit) The Monitoring Implementation Plan requirements are designed to assist the Discharger in developing a comprehensive plan for the monitoring requirements in this General Permit and to assess their monitoring program The Monitoring Implementation Plan includes a description of visual observation procedures and locations, as well as sampling procedures, locations, and methods The Monitoring Implementation Plan shall be included in the SWPPP

J. Monitoring and Reporting Requirements

1. General Monitoring Provisions

This General Permit requires Dischargers to develop and implement a facility-specific monitoring program Monitoring is defined as visual observations, sampling and analysis. The monitoring data will be used to determine

[12] California Department of Public Health (2012) Best Management Practices for Mosquito Control in California < http.//www westnile.ca.gov/resources php> [as of February 4, 2014]
[13] California Health & Safety Code, Division 3, Section 2060 and following

a Whether BMPs addressing pollutants in industrial storm water discharges and authorized NSWDs are effective for compliance with the effluent and receiving water limitations of this General Permit,

b The presence of pollutants in industrial storm water discharges and authorized NSWDs (and their sources) that may trigger the implementation of additional BMPs and/or SWPPP revisions, and,

c The effectiveness of BMPs in reducing or preventing pollutants in industrial storm water discharges and authorized NSWDs

Effluent sampling and analysis information may be useful to Dischargers when evaluating the need for improved BMPs The monitoring requirements in this General Permit recognize the 2008 MSGP approach to visual observations as an effective monitoring method for evaluating the effectiveness of BMPs at most facilities Section 6 2 of the 2008 MSGP limits its monitoring sampling requirements to certain industrial categories Similar to the previous permit, this General Permit requires all Dischargers to sample unless they have obtained NEC coverage or have an inactive mining operation(s) certified as allowed under this General Permit Section XIII

This General Permit defines a Qualifying Storm Event (QSE) to provide clarity to Dischargers of when sampling is required The previous permit (Section B 5.a) specified that sampling was required within the first hour of discharge, however, this General Permit requires Dischargers to sample within four hours of the start of Discharge. Many Dischargers were not able to get samples of their discharge locations within one (1) hour under the previous permit so this general permit has expanded the timeframe allowed to provide enough time to sample all discharge locations. The previous permit required three working dry days before sampling and this General Permit defines this period as 48 hours, this timeframe was decreased to provide more opportunities for Dischargers to obtain samples. This General Permit does not specify a volume for sampling due to the complexity of using rain gauges and the limited access of rain gauge station data

Dischargers are only required to obtain samples required during scheduled facility operating hours and when sampling conditions are safe in accordance with Section XI C 6 a ii of this General Permit If a storm event occurs during unscheduled facility operating hours (e g during the weekend or night) and during the 12 hours preceding the scheduled facility operating hours, the Dischargers is still responsible for obtaining samples at discharge locations that are still producing a discharge at the start of facility operations. Under the previous permit, many Dischargers were unable to obtain samples due to rainfall beginning at night.

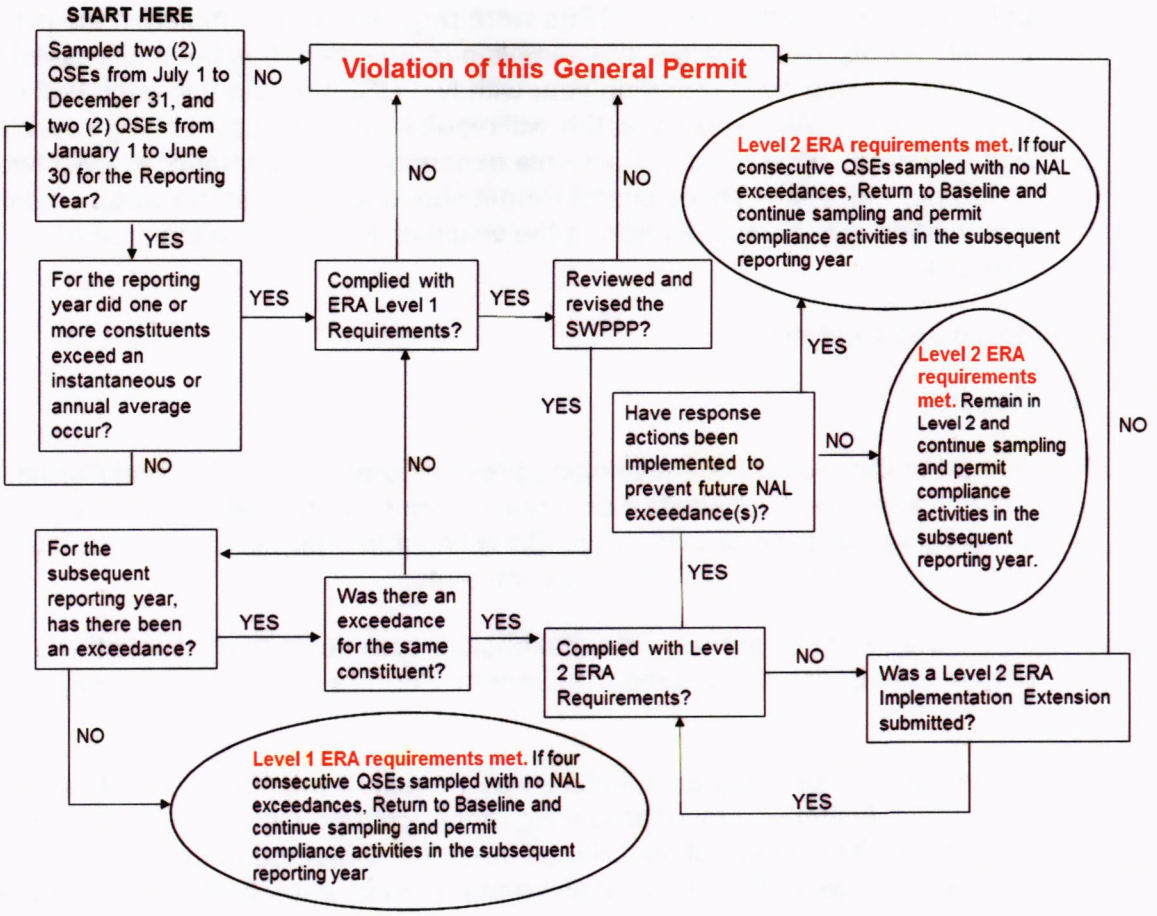
The State Water Board recognizes that it may not be feasible for all facilities to obtain four QSEs in a reporting year because there may not be enough qualifying storm events to do so. Therefore, a Discharger that is unable to collect and analyze storm water samples from two QSEs in each half of a reporting year due to a lack of QSEs is not in violation of Section XI B 2 Dischargers that miss four QSEs during

a reporting year due to the fact that four QSEs did not occur are not required to make up these sampling events in subsequent reporting years.

The State Water Board recognizes that each facility has unique physical characteristics, industrial activities, and/or variations in BMP implementation and performance which warrants the requirement that each facility demonstrate its compliance Figure 3 of this Fact Sheet provides a summary of all the monitoring-related requirements of this General Permit This General Permit's monitoring requirements include sampling and analysis requirements for specific indicator parameters that indicate the presence of pollutants in industrial storm water discharges The "indicator parameters" are oil and grease (for petroleum hydrocarbons), total suspended solids (for sediment and sediment bound pollutants) and pH (for acidic and alkaline pollutants) Additionally, Dischargers are required to evaluate their facilities and analyze samples for additional facility-specific parameters. These monitoring program requirements are designed to provide useful, cost-effective, timely, and easily obtained information to assist Dischargers as they identify their facility's pollutant sources and implement corrective actions and revise BMPs as necessary (Section XI A 4 of this General Permit)

This General Permit requires a combination of visual observations and analytical monitoring Visual observations provide Dischargers with immediate information indicating the presence of many pollutants and their sources Dischargers must implement timely actions and revise BMPs as necessary (Section XI A 4) when the visual observations indicate pollutant sources have not been adequately addressed in the SWPPP. Analytical monitoring provides an additional indication of the presence and concentrations of pollutants in storm water discharge Dischargers are required to evaluate potential pollutant sources and corresponding BMPs and revise the SWPPP appropriately when specific types of NAL exceedances occur as described below

FIGURE 3: Compliance Determination Flowchart



2. Visual Observations

There are two major changes to the visual observation requirements in this General Permit compared to the previous permit, which include:

a. Monthly Visual Observations

The previous permit required separate quarterly visual observations for unauthorized and authorized non-storm water discharges. It did not require periodic visual observations of the facility to determine whether all potential pollutant sources were being adequately controlled with BMPs. Prior drafts of this General Permit proposed the addition of pre-storm inspections. This was met with great resistance by Dischargers because of the complexity and burden of determining when a QSE would occur. Many of these Dischargers recommended that monthly BMP and non-storm water discharge visual observations should replace the proposed pre-storm inspections. This General Permit merges all visual observations into a single monthly visual observation.

b. Sampling Event Visual Observations

The previous permit required monthly storm water visual observations This required Dischargers to conduct visual observations for QSEs that were not being sampled since only two QSEs were required to be sampled in the previous permit As discussed below, the sampling requirement has been increased to four QSEs within each reporting year with two QSEs required in each half of the reporting year We expect that this will result in more samples being collected and analyzed, since most of California experiences, on average, at least two QSEs per half year This General Permit streamlines the storm water visual observation requirement by linking the visual observations to the time of sampling.

3 Sampling and Analysis

a General

As part of the process for developing previous drafts of this General Permit, the State Water Board considered comments from numerous stakeholders concerning sampling and analysis. Sampling and analysis issues were the most dominant of all issues raised in the comments.

The State Water Board received stakeholder comments that fall into three primary categories concerning this General Permit's sampling and analysis approach

I Comments supporting an intensive water quality sampling and analysis approach (with the goal of producing more accurate discharge-characterizing and pollutant concentration data) as the primary method of determining compliance with effluent limitations and receiving water limitations. Since this approach requires large amounts of high quality data to accurately quantify the characteristics of the discharges, it is referred to as the quantitative monitoring approach Stakeholders supporting the quantitative approach generally also support the use of stringent NELs to evaluate compliance with this General Permit,

II Comments supporting only visual observations as the primary method of determining compliance These stakeholders generally assert that storm water sampling is an incomplete and not very cost effective means of determining water quality impacts on the receiving waters, and,

III Comments supporting a combination of visual observations and cost-effective water quality sampling and analysis approach (sampling and analysis that would produce data indicating the presence of pollutants) to determine compliance (similar to the previous permit's approach) Since this approach uses more qualitative information to describe the quality and characteristics of the discharges, it is referred to as the qualitative monitoring approach

Within each of the three categories, there are various recommendations and rationales as to the exact monitoring frequencies, procedures and methods, required to implement the approach Stakeholders in favor of the quantitative monitoring approach commented that it is the only reliable and meaningful

method of assuring that (1) BMPs are effective in reducing or preventing pollutants in storm water discharge in compliance with BAT/BCT, and (2) the discharge is not causing or contributing to an exceedance of a water quality standards The stakeholders state that visual observations are not effective in measuring pollutant concentrations nor is it effective in determining the presence of colorless and/or odorless pollutants The stakeholders state that qualitative monitoring (and the use of indicator parameters) will not provide results useful for calculating pollutant loading nor will it accurately characterize the discharge

Stakeholders in favor of requiring only visual observations state that sampling and analysis is unnecessary because (1) the previous permit did not include NELs so the usefulness of sampling and analysis data is limited, (2) a significant majority of Dischargers should be able to develop appropriate BMPs without sampling and analysis data, (3) most pollutant sources and pollutants can be detected and mitigated through visual observations, (4) the costs associated with quantitative monitoring are excessive and disproportionate to any benefits, (5) U S EPA's storm water regulations do not require sampling, (6) The 2008 MSGP relies heavily on visual observations and requires only a limited number of specific industries to conduct sampling and analysis, and (7) the majority of Dischargers are small businesses and do not have sufficient training or understanding to perform accurate sampling and analysis

Stakeholders in favor of requiring both visual observations and a cost-effective qualitative monitoring program state that (1) both are within the means and understanding of most Dischargers, and (2) monitoring results are useful for evaluating a Discharger's compliance without unnecessarily increasing the burden on the Discharger and without subjecting Dischargers to non-technical enforcement actions.

The State Water Board finds that it is feasible for the majority of Dischargers to develop appropriate BMPs without having to perform large amounts of quantitative monitoring, which can be very costly In the absence of implementing NELs, the State Water Board has determined that the infeasibility and costs associated with developing quantitative monitoring programs at each of thousands industrial facilities currently permitted would outweigh the limited benefits The primary difficulty associated with requiring intensive quantitative monitoring lies with the cost and the difficulty of accurately sampling industrial storm water discharges

Stakeholders that support quantitative monitoring believe the data is necessary to determine pollutant loading, concentration, or contribution to water quality violations. In order to derive data necessary to support those goals, however, the data must be of high quality, meaning it must be accurate, precise and have an intact chain of custody. Many industrial facilities do not have well-defined storm water conveyance systems for sample collection Storm water frequently discharges from multiple locations through sheet flow into nearby streets and adjoining properties Sample collection from a portion of the sheet flow is an inexact measurement since not all of the flow is sampled Requiring every Discharger to construct well-defined storm water conveyances may cost

anywhere from thousands to hundreds of thousands of dollars per facility depending on the size and nature of each industrial facility At many facilities, the construction of such conveyances may also violate local building codes, create safety hazards, cause flooding, or increase erosion In addition, eliminating sheet flow at some facilities could result in increased pollutant concentrations.

The State Water Board has considered the complexity and costs associated with quantitative monitoring Unlike continuous point source discharges (e g , publicly owned treatment works), storm water discharges are variable in intensity and duration. The concentration of pollutants discharged at any one time is dependent on many complex variables The largest concentration of pollutants would be expected to discharge earlier in the storm event and taper off as discharges continue Therefore, effective quantitative monitoring of storm water discharges would require that storm water discharges be collected and sampled until most or all of the pollutants have been discharged Multiple samples would need to be collected over many hours To determine the pollutant mass loading, the storm water discharge flow must also be measured each time a sample is collected

For a quantitative monitoring approach to yield useful pollutant loading information, the installation of automatic sampling devices and flow meters at each discharge location would usually be necessary In addition, qualified individuals would be needed to conduct the monitoring procedures, and to handle and maintain flow meters and automatic samplers are needed. A significant majority of storm water Dischargers under this General Permit do not possess the skills to manage such an effort. Dischargers will bear the cost of employing and/or training on-site staff to do this work, or the cost of contracting with environmental consultants and acquiring the required flow meters and automatic samplers. The cost to Dischargers to conduct quantitative monitoring varies depending on the number of outfalls, the number of storms, the length of each storm, the amount of staff training, and other variables.

To address these concerns, this General Permit includes a number of new items that bridge the gap between the previous permit's qualitative monitoring and the quantitative approach recommended by many commenters This General Permit includes a requirement for all Dischargers to designate a QISP when they enter Level 1 status due to NAL exceedances. The QISP is required to be trained to. (1) more accurately identify discharge locations representative of the facility storm water discharge (2) select and implement appropriate sampling procedures (3) evaluate and develop additional BMPs to reduce or prevent pollutants in the industrial storm water discharges

Dischargers that fail to develop and implement an adequate Monitoring Implementation Plan that includes both visual observations and sampling and analysis, are in violation of this General Permit. Dischargers that fail to comply with Level 1 status and Level 2 status ERA requirements, triggered by NAL exceedances, are in violation of this General Permit

Water Code section 13383 5 requires that the State Water Board include (1) standardized methods for collection of storm water samples, (2) standardized methods for analysis of storm water samples, (3) a requirement that every sample analysis be completed by a State certified laboratory or in the field in accordance with Quality Assurance and Quality Control (QA/QC) protocols, (4) a standardized reporting format, (5) standardized sampling and analysis programs for QA/QC, and (6) minimum detection limits The monitoring requirements in this General Permit (Section XI), as supplemented by SMARTS, address these requirements

Under the previous permit, many Dischargers did not developed adequate sample collection and handling procedures, decreasing the quality of analytical results In addition, Dischargers often selected inappropriate test methods, method detection limits, or reporting units This General Permit requires all Dischargers to identify discharge locations that are representative of industrial storm water discharges and develop and implement reasonable sampling procedures to ensure that samples are not mishandled or contaminated

It is infeasible for the State Water Board to provide a single comprehensive set of sample collection and handling procedures/instructions due to the wide variation in storm water conveyance and collection systems in use at facilities around the state As an alternative, Attachment H of this General Permit provides minimum storm water sample collection and handling instructions that pertain to all facilities Dischargers are required to develop facility-specific sample collection and handling procedures based upon these minimum requirements Table 2 in this General Permit provides the minimum test methods that shall be used for a variety of common pollutants Dischargers must be aware that use of more sensitive test methods (e g , U.S EPA Method 1631 for Mercury) may be necessary if they discharge to an impaired water body or are otherwise required to do so by the Regional Water Board This General Permit allows Dischargers to propose an analytical test method for any parameter or pollutant that does not have an analytical test method specified in Table 2 or in SMARTS Dischargers may also propose analytical test methods with substantially similar or more stringent method detection limits than existing approved analytical test methods Upon approval, SMARTS will be updated over time to add additional acceptable analytical test methods

The previous permit allowed Dischargers to reduce sampling analysis requirements for substantially similar drainage areas by either (1) combining samples for an unspecified maximum number of substantially similar drainage areas, or (2) sampling a reduced number of substantially similar drainage areas The State Water Board provided this procedure to reduce analytical costs The complexity associated with determining substantially similar drainage areas has led Dischargers to produce various, and sometimes questionable, analytical schemes In addition, the previous permit did not establish a maximum number of samples that could be combined

To standardize sample collection and analysis as required by Water Code section 13383 5, while continuing to offer a reduced analytic cost option, these

requirements have been revised Section XI B 4 of this General Permit requires Dischargers to collect samples from all discharge locations regardless of whether the discharges are substantially similar or not Dischargers may analyze each sample collected, or may analyze a combined sample consisting of equal volumes, collected from as many as four (4) substantially similar discharge locations A minimum of one combined sample shall be analyzed for every one (1) to four (4) discharge locations, and the samples shall be combined in the lab in accordance with Section XI C 5 of this General Permit.

Representative sampling is only allowed for sheet flow discharges or discharges from drainage areas with multiple discharge locations Dischargers shall select the appropriate location(s) to be sampled and intervals necessary to obtain samples representative of storm water associated with industrial activities generated within the corresponding drainage area Dischargers are not required to sample discharge locations that have no exposure of industrial activities or materials as defined in Section XVII of this General Permit within the corresponding drainage area However, Dischargers are required to conduct the monthly visual observations regardless of the selected locations to be sampled

This General Permit defines a QSE as a precipitation event that produces a discharge from any drainage area that is preceded by 48 consecutive hours without a discharge from any drainage area The previous permit did not include a QSE definition, instead, it utilized a different approach to defining the storm events that were required to be sampled. Under the previous permit, eligible storm events were storm events that occurred after three consecutive working days of dry weather The three consecutive working days of dry weather definition in the previous permit led Dischargers to miss many opportunities to sample Some Dischargers were unable to collect samples from two storm events in certain years under the previous definition To resolve this difficulty, this General Permit increases the sampling requirements to four (4) QSEs per year, while decreasing the number of days without a discharge, resulting in additional opportunities for Dischargers to sample Additionally, by eliminating the previous permit's reference to "dry weather," this General Permit allows some precipitation to occur between QSEs so long as there is no discharge from any drainage area. This change will result in more QSE sampling opportunities

To improve clarity and consistency, the definitions contained in other storm water permits were considered with the goal of developing a standard definition for 'dry weather' for this General Permit The 2008 MSGP sets a "measurable storm event" as one that produces at least 0 1 inches of precipitation and results in an actual discharge after 72 hours (three days) of dry weather The State of Washington defines a "qualifying storm event" as a storm with at least 0 1 inches of precipitation preceded by at least 24 hours of no measurable precipitation, mirroring the definition found in the previous MSGP (2000 version) The State of Oregon requires that samples be taken in the first 12 hours of discharge and no less than 14 days apart Review of other permits concludes that there is not a single commonly used approach to triggering sampling in industrial general permits Therefore an enforceable sampling trigger is included in this General

permit that requires Dischargers to sample four storm events within each reporting year

b Effluent Water Quality Sampling and Analysis Parameters

Dischargers are required to sample and analyze their effluent for certain parameters "Parameter" is a term used in laboratory analysis circles to represent a distinct, reportable measure of a particular type For example, ammonia, hexavalent chromium, total nitrogen and chemical oxygen demand are all parameters that a laboratory can analyze storm water effluent for and report a quantity back A parameter is also an indicator of pollution In this General Permit, pH, total suspended solids and chemical oxygen demand are examples of indicator parameters They are not direct measures of a water quality problem or condition of pollution but can be used to indicate a problem or condition of pollution. Indicator parameters can also be used to indicate practices and/or the presence of materials at a facility to bring forth information for compliance evaluation processes, like annual report review and inspection For example, chemical oxygen demand concentrations can indicate the presence of dissolved organic compounds, like residual food from collected recycling materials

Minimum parameter-specific monitoring is required for Dischargers, regardless of whether additional facility-specific parameters are selected This General Permit requires some parameters to be analyzed and reported for the duration of permit coverage to develop comparable sampling data over time and over many storm events and to demonstrate compliance The Regional Water Boards may use such data to evaluate individual facility compliance and assess the differences between various industries Accordingly, the parameters selected correspond to a broad range of industrial facilities, are inexpensive to sample and analyze, and have sampling and analysis methods which are easy to understand and implement Some analytical methods for field measurements of some parameters, such as pH, may be performed using relatively inexpensive field instruments and provides an immediate alert to possible pollutant sources

The following three selected minimum parameters are considered indicator parameters, regardless of facility type These parameters typically provide indication and/or the correlation of whether other pollutants are present in storm water discharge. These parameters were selected for the following reasons

i pH is a numeric measurement of the hydrogen-ion concentration Many industrial facilities handle materials that can affect pH A sample is considered to have a neutral pH if it has a value of 7 At values less than 7, water is considered acidic, above 7 it is considered alkaline or basic Pure rain water in California typically has a pH value of approximately 7

ii Total Suspended Solids (TSS) is an indicator of the un-dissolved solids that are present in storm water discharge. Sources of TSS include sediment from erosion, and dirt from impervious (i e , paved) areas. Many pollutants adhere to sediment particles, therefore, reducing sediment will reduce the amount of these pollutants in storm water discharge

iii Oil and Grease (O&G) is a measure of the amount of O&G present in storm water discharge At very low concentrations, O&G can cause sheen on the surface of water. O&G can adversely affect aquatic life, create unsightly floating material, and make water undrinkable Sources of O&G include, but are not limited to, maintenance shops, vehicles, machines and roadways

The previous permit allowed Dischargers to analyze samples for either O&G or Total Organic Carbon (TOC) This General Permit requires all Dischargers analyze samples for O&G since almost all Dischargers with outdoor activities operate equipment and vehicles can potentially generate insoluble oils and greases Dischargers with water soluble-based organic oils may be required to also test for TOC The TOC and O&G tests are not synonymous, duplicative or interchangeable

This General Permit removes the requirement to analyze for specific conductance as part of the minimum analytic parameters Specific conductance is not required by U.S. EPA for any industry type Additionally, stakeholder comments indicate that there are many non-industrial sources that may cause high specific conductance and interfere with the efficacy of the test For example, salty air deposition that occurs at facilities in coastal areas may raise the specific conductance in water over 500 micro-ohms per centimeter (µhos/cm) Dischargers are not prevented from performing a specific conductance test as a screening tool if it is useful to detect a particular pollutant of concern as required (e g salinity)

This General Permit requires Dischargers subject to Subchapter N ELGs for pH to analyze for pH using approved test methods in accordance with 40 Code of Federal Regulations part 136 These federal regulations specify that analysis of pH must take place within 15 minutes of sample collection All other Dischargers may screen for pH using wide range litmus pH paper or other equivalent pH test kits within 15 minutes of sample collection. If in any reporting year a Discharger has two or more pH results outside of the range of 6.0 – 9 0 pH units, that Discharger is required to comply with the approved test methods in 40 Code of Federal Regulations part 136 in subsequent reporting years

For almost all Dischargers, obtaining laboratory analysis within 15 minutes is logistically impossible For many Dischargers, maintaining a calibrated pH meter is difficult, labor intensive, and error prone Screening for pH will limit the number of additional Dischargers required to comply with 40 Code of Federal Regulations part 136 methods to those that have pH measures outside the range of 6 0-9 0 pH units The use of wide range litmus pH paper or other equivalent pH test kits is not as accurate as a calibrated pH meter, however litmus paper is allowed in the 2008 MSGP, and when used properly it can provide an accurate screening measure to determine if further more-accurate pH sampling is necessary to determine compliance

Review of available monitoring data shows that storm water discharges from most types of industrial facilities comply with the pH range of 6 0 to 9 0 pH units. There are specific types of industries, like cement or concrete manufacturers that

have shown a trend of higher pH values very close to 9 0 pH units Rather than require all industries as a whole to monitor with the more costly 40 Code of Federal Regulations part 136 methods, this General Permit establishes a triggering mechanism for these more advanced pH test methods The Regional Water Boards retain their authority to require more accurate test methods. Once a Discharger triggers the requirement to use the more accurate testing methods in 40 Code of Federal Regulations part 136, the Discharger may not revert back to screening for pH for the duration of coverage under this General Permit

In the early 1990s, U S EPA, through its group application program, evaluated nationwide monitoring data and developed the listed parameters and SIC associations shown in Table 1 of this General Permit The 2008 MSGP requires that Dischargers analyze storm water effluent for the listed parameters under certain conditions In addition to the parameters in Table 1 of this General Permit, Dischargers are required to select additional facility-specific analytical parameters to be monitored, based upon the types of materials that are both exposed to and mobilized by contact with storm water Dischargers must, at a minimum, understand how to identify industrial materials that are handled outdoors and which of those materials can easily dissolve or be otherwise transported via storm water

The Regional Water Boards have the authority to revise the monitoring requirements for an individual facility or group of facilities based on site-specific factors including geographic location, industry type, and potential to pollute For example, the Los Angeles Regional Water Board required all dismantlers (SIC Code 5015) within their jurisdiction to monitor for copper and zinc instead of aluminum and iron during the term of the previous permit. SMARTS will be programmed to incorporate any monitoring revisions required by the Regional Water Boards. Dischargers will receive email notification of the monitoring requirement revision and their SMARTS analytical reporting input screen will display the corresponding revisions Dischargers may add, but not otherwise modify, the sampling parameters on their SMARTS input screen

Dischargers are also required to identify pollutants that may cause or contribute to an existing exceedance of any applicable water quality standards for the receiving water This General Permit requires Dischargers to control its discharge as necessary to meet the receiving water limitations, and to select additional monitoring parameters that are representative of industrial materials handled at the facility (regardless of the degree of storm water contact or relative mobility) that may be related to pollutants causing a water body to be impaired

4 Methods and Exceptions

a. Storm Water Discharge Locations

Dischargers are required to visually observe and collect samples of industrial storm water discharges from each drainage area at all discharge locations. These samples must be representative of the storm water discharge leaving each drainage area. This is a change from the previous permit which allowed a

Discharger to reduce the number of discharge locations sampled if two or more discharge locations were substantially similar.

Dischargers are required to identify, when practicable, alternate discharge locations if (1) the facility's industrial drainage areas are affected by storm water run-on from surrounding areas that cannot be controlled, or (2) discharge locations are difficult to observe or sample (e g submerged discharge outlets, dangerous discharge location accessibility).

b Representative Sampling Reduction

Some stakeholders have indicated that there are unique circumstances where sampling a subset of representative discharge locations fully characterizes the full set of storm water discharges. Stakeholders provided examples related to drainage areas with multiple discharge locations where sampling only a subset of these discharge locations produces results that are representative of the drainage areas' storm water discharges In such situations, this General Permit allows Dischargers to reduce the number of discharge locations For each drainage area with multiple discharge locations (e g. roofs with multiple downspouts, loading/unloading areas with multiple storm drain inlets), the Discharger may reduce the number of discharge locations to be sampled if the conditions in Section XI.C.4 of this General Permit are met

c Qualified Combined Samples

Dischargers may combine samples from up to four (4) discharge locations if the industrial activities within each drainage area and each drainage area's physical characteristics (i.e. grade, surface materials) are substantially similar

Dischargers are required to provide documentation in the Monitoring Implementation Plan supporting that the above conditions have been evaluated and fulfilled. A Discharger may combine samples from more than four (4) discharge locations only with approval from the appropriate Regional Water Board.

d Sample Collection and Visual Observation Exceptions

Dischargers are not required to collect samples or conduct visual observations during dangerous weather conditions such as flooding or electrical storms, or outside of scheduled facility operating hours. A Discharger is not precluded from conducting sample collection activities or visual observations outside of scheduled facility operating hours.

In the event that a Discharger is unable to collect the required samples or conduct visual observations due to the above exceptions, the Discharger must include an explanation of the conditions obstructing safe monitoring in its Annual Report If access to a discharge location is dangerous on a routine basis, a Discharger must choose an alternative discharge location in accordance with General Permit Section XI C 3

e Sampling Frequency Reduction

Facilities that do not have NAL exceedances for four (4) consecutive QSEs are unlikely to pose a significant threat to water quality. If the storm water from these facilities is also in full compliance with this General Permit, the Discharger is eligible for a reduction in sampling frequency The Sampling Frequency Reduction allows a Discharger to decrease its monitoring from four (4) samples within each reporting year to one (1) QSE within the first half of each reporting year (July 1 to December 31) and one (1) QSE within the second half of each reporting year (January 1 to June 30) If a Discharger has a subsequent NAL exceedance after the Sampling Frequency Reduction, it must comply with the original sampling requirements of this General Permit Only Dischargers that have baseline status or that have satisfied the Level 1 requirements are eligible for this sampling and analysis reduction

A Discharger requesting to reduce its sampling frequency shall certify and submit a Sampling Frequency Reduction certification via SMARTS The Sampling Frequency Reduction certification shall include documentation that the General Permit conditions for the Sampling Frequency Reduction have been satisfied

Dischargers participating in a Compliance Group and certifying a Sampling Frequency Reduction are only required to collect and analyze storm water samples from one (1) QSE within each reporting year. These Dischargers must receive year-round compliance assistance from their Compliance Group Leader and must comply with all requirements of this General Permit.

5. Facilities Subject to Federal Storm Water Effluent Limitation Guidelines (ELGs)

Federal regulations at Subchapter N establish ELGs for industrial storm water discharges from facilities in eleven industrial sectors For these facilities, compliance with the ELGs constitutes compliance with the technology standard of BPT, BAT, BCT, or New Source Performance Standards provided in the ELG for the specified pollutants, and compliance with the technology-based requirements in this General Permit for the specified pollutant

K. Exceedance Response Actions (ERAs)

1 General

The previous permit did not incorporate the benchmarks from any of the MSGPs or NALs for Dischargers to evaluate sampling results Unlike the requirements for industrial storm water discharges that cause or contribute to an exceedance of a water quality standards, the previous permit did not provide definitions, procedures or guidelines to assess sampling results Many Regional Water Boards have formally or informally notified Dischargers that exceedances of the MSGP benchmarks should be used to determine whether additional BMPs are necessary However, there was considerable confusion as to the extent to which a Discharger would be expected to implement actions in response to exceedances of these values, and the timelines that had to be met to prevent an enforcement action The lack of specificity with regards to what constituted an exceedance, and what actions

are required in response to an exceedance, have been identified as a problem by the Water Boards, industry and environmental stakeholders

This General Permit contains two (2) types of NALs Annual NALs function similarly to, and are based upon, the values provided in the 2008 MSGP. Instantaneous maximum NALs target hot spots or episodic discharges of pollutants and are established based on California industrial storm water discharge monitoring data When a Discharger exceeds an NAL it is required to perform ERAs The ERAs are divided into two levels of responses and can generally be differentiated by the number of years in which a facility's discharge exceeds an NAL trigger These two levels are explained further in Section XII of this General Permit This ERA process provides Dischargers with an adaptive management-based process to develop and implement cost-effective BMPs that are protective of water quality and compliant with this General Permit This process is also designed to provide Dischargers with a more defined pathway towards full compliance

The ERA requirements in this General Permit were developed using best professional judgment and Water Board experience with the shortcomings of the previous permit's compliance procedures Public comments received during State Water Board hearings on the 2002, 2005, 2011, 2012 and 2013 draft permits, and NPDES industrial storm water discharge permits from other states with well-defined ERA requirements were also considered by the State Water Board

The State Water Board presumes that one single NAL exceedance for a particular parameter is not a clear indicator that a facility's discharge is out of compliance with the technology-based effluent limitations or receiving water limitations This presumption recognizes the highly variable nature of storm water discharge and the limited value of a single quarterly grab sample to represent the quality of a facility's storm water discharge for an entire storm event and all other non-sampled storm events With this presumption, the State Water Board is addressing costly monitoring requirements that do not bring forth valuable compliance and/or water quality information

2 NALs and NAL Exceedances

a This General Permit contains two types of NAL exceedances as follows:

Annual NAL exceedance - the Discharger is required to calculate the average annual concentration for each parameter using the results of all sampling and analytical results for the entire facility for the reporting year (i.e , all "effluent" data), and compare the annual average concentration to the corresponding Annual NAL values in Table 2 of this General Permit. An annual NAL exceedance occurs when the annual average of all the sampling results for a parameter taken within a reporting year exceeds the annual NAL value for that parameter listed in Table 2 of this General Permit

For the purposes of calculating the annual average concentration for each parameter, this General Permit considers any sampling result that are a "non-detect" or less than the method detection limit as a zero (0) value The reason to use zero (0) values instead of the detected but not quantifiable

value (minimum level or reporting limit) is that these values are very low and are unlikely to contribute to an NAL exceedance There are statistical methods to include low values when calculations are for numeric criteria and limitations, however, the NALs in this General Permit are approximate values used to provide feedback to the Discharger on site performance, and are not numeric criteria or limitations Therefore, it is not necessary to include these insignificant values in the calculations for the NALs For Dischargers using composite sampling or flow measurement in accordance with standard practices, the average concentrations shall be calculated in accordance with the U S EPA Guidance Manual for the Monitoring and Reporting Requirements of the NPDES Multi-Sector Storm Water General Permit.[14]

i Instantaneous maximum NAL exceedance - the Discharger is required to compare all sampling and analytical results from each distinct sample (individual or combined) to the corresponding instantaneous maximum NAL values in Table 2 of this General Permit. An instantaneous maximum NAL exceedance occurs when two or more analytical results from samples taken for any parameter within a reporting year exceed the instantaneous maximum NAL value (for TSS and O&G), or are outside of the instantaneous maximum NAL range (for pH)

b Instantaneous maximum NAL analysis

In its June 19, 2006 report, the Blue Ribbon Panel of Experts (Panel) made several specific recommendations for how to set numeric limitations in future industrial storm water general permit(s) For sites not subject to TMDLs, the Panel suggested that the numeric values be based upon industry types or categories, with the recognition that each industry has its own specific water quality issues and financial viability Furthermore, the Panel concluded

> To establish Numeric Limits for industrial sites requires a reliable database, describing current emissions by industry types or categories, and performance of existing BMPs The current industrial permit has not produced such a database for most industrial categories because of inconsistencies in monitoring or compliance with monitoring requirements The Board needs to reexamine the existing data sources, collect new data as required and for additional water quality parameters (the current permit requires only pH, conductivity, total suspended solids, and either total organic carbon or oil and grease) to establish practical and achievable Numeric Limits

The Panel suggested an alternative method that would allow the use of the existing Water Board dataset to establish action levels, referred to as the "ranked percentile" method The Panel recommended

[14] U S EPA NPDES Storm Water Sampling Guidance Document Web July 1992 <http://www.epa.gov/npdes/pubs/owm0093.pdf> [as of February 4, 2014]

> The ranked percentile approach (also a statistical approach) relies on the average cumulative distribution of water quality data for each constituent developed from many water quality samples taken for many events at many locations The Action Level would then be defined as those concentrations that consistently exceed some percentage of all water quality events (i e the 90th percentile) In this case, action would be required at those locations that were consistently in the outer limit (i e uppermost 10th percentile) of the distribution of observed effluent qualities from urban runoff

After performing various data analysis exercises with the Water Board dataset, State Water Board staff concluded that the Water Board dataset is not adequate to calculate instantaneous NAL values using the Panel's recommended method for all of parameters that have annual NAL values based on the U.S. EPA benchmarks. Additionally, public comments on the January 2011 draft of this General Permit suggest that it is problematic to calculate NAL values based on the existing data Therefore, the Water Board dataset was not used to calculate instantaneous NAL values for all parameters

However, since all Dischargers regulated under the previous permit were required to sample for TSS and O&G/TOC, State Water Board staff found that the existing dataset for these parameters is of sufficient quality to calculate instantaneous NAL values. State Water Board staff also found that this data was less prone to what appear to be data input errors. The final dataset used to calculate the instantaneous NALs in this General Permit had outlier values that were eliminated from the dataset by using approved test method detection limits ranges The methods and corresponding method detection limit ranges used to screen outliers are as follows

- O&G - EPA 413 1 Applicable Range 5-1,000 mg/L
- O&G - EPA 1664 Applicable Range. 5-1,000 mg/L
- TSS - EPA 160 2 Applicable Range 4-20,000 mg/L

The intent of the instantaneous maximum NAL is to identify specific drainage areas of concern or episodic sources of pollution in industrial storm water that may indicate inadequate storm water controls and/or water quality impacts In the effort to add instantaneous NAL exceedances to the ERA process, the State Water Board explored different options for the development of an appropriate value (i.e percentile approach, benchmarks times a multiplier, confidence intervals) The California Stormwater Quality Association's comments on the previous draft permit included a proposed method for calculating NAL values using a percentile approach The State Water Board researched and evaluated this methodology and determined it is the most appropriate way to directly compare available electronic sampling data from Dischargers regulated under the previous permit. This percentile approach was used to establish the instantaneous maximum NALs in this General Permit, for discharges to directly compare with sampling results and identify drainage areas of water quality concern.

The percentile approach is a non-parametric approach identified in many statistical textbooks for determining highly suspect values Highly suspect values are defined as values that exceed the limits of the outer fences of a box plot Upper limits of the outer fence are calculated by adding three times the inter-quartile range (25th to 75th percentiles) to the upper-end of the inter-quartile range (the 75th percentile) The California Stormwater Quality Association calculated an NAL value of 401 mg/L for TSS using the percentile approach using the Water Board dataset The State Water Board performed the same analysis with the same Water Board dataset and calculated a slightly different value of 396 mg/L, therefore, the instantaneous maximum NAL value for TSS of 400 mg/L was established. Appling the percentile approach to the existing O&G data results in the instantaneous maximum NAL value for O&G of 25 mg/L

The State Water Board compared existing sampling data to the instantaneous maximum NAL values and concluded that seven (7) percent of the total samples exceeded the highly suspected value for TSS and 7 8 percent of the total samples exceeded the highly suspected value for O&G These results suggest that the instantaneous maximum NAL values are adequate to identify drainage areas of concern statewide since they are not regularly exceeded Using best professional judgment, the State Water Board concludes that an exceedance of these values twice within a reporting year is unlikely to be the result of storm event variability or random BMP implementation problems, and the use of the percentile approach is therefore appropriate

Due to issues with the ranges of concentrations and the logarithmic nature of pH, statistical methods cannot be applied to pH in the same ways as other parameters. Review of storm water sampling data by the State Water Board and other stakeholders has shown that pH is not typically a parameter of concern for most industrial facilities Accordingly, a range of pH limits established in Regional Water Board Basin Plans is implemented in this General Permit for the instantaneous maximum NAL values Most Basin Plans set a water quality objective of 6 0 - 9.0 pH units for water bodies, an exceedance outside the range of 6.0 - 9.0 pH units is consistent with the water quality concerns for pH among Regional Water Boards An industrial facility with proper BMP implementation is expected to have industrial storm water discharges within the range of 6.0 - 9 0 pH units

High concentrations of TSS and O&G, or pH values outside the range of 6 0 – 9 0 pH units, in a discharge may be an indicator of potential BMP implementation or receiving water quality concerns with other pollutants with parameters that do not have an instantaneous maximum NAL value The State Water Board may consider instantaneous maximum NAL values for other parameters in a subsequent reissuance of this General Permit, based on data collected during this General Permit term

The percentile approach is considered by many stakeholders to be the best method to evaluate BMP performance and general effluent quality in a community or population where the vast majority of the industrial facilities are implementing sufficient pollutant control measures The Water Board's current

dataset does not provide a way of evaluating actual BMP implementation at each facility when analyzing the data, therefore the monitoring information reported during the previous permit term cannot be linked to compliance with technology-based standards The State Water Board intends to use data collected during this General Permit term to evaluate the percentile approach, improve the quality of collected data for other parameters, and further develop an understanding of how reported data relates to implemented BMP-control technologies

Under this General Permit, a Discharger enters Level 1 status and must fulfill the Level 1 status ERA requirements following its first occurrence of any NAL exceedance Level 2 status ERA requirements follow the second occurrence of an NAL exceedance for the same parameter in a subsequent reporting year This ERA process provides Dischargers with an adaptive management-based process to develop and implement cost-effective BMPs that are protective of water quality and compliant with this General Permit This General Permit's ERA process is designed to have a well-defined compliance end-point It is not a violation of this General Permit to exceed the NAL values, it is a violation of the permit, however, to fail to comply with the Level 1 status and Level 2 status ERA requirements in the event of NAL exceedances

The State Water Board acknowledges that storm water discharge concentrations are often highly variable and dependent upon numerous circumstances such as storm size, the time elapsed since the last storm, seasonal activities, and the time of sample collection. Since there are potential enforcement consequences for failure to comply with this General Permit's ERA process, the State Water Board's intention is to use NAL exceedances to solely require Dischargers with recurring annual NAL exceedances or drainage areas that produce recurring instantaneous maximum NAL exceedances to be subject to the follow-up ERA requirements.

If NALs exceedances do not occur, the State Water Board generally expects that the Discharger has implemented sufficient BMPs to control storm water pollution When NAL exceedances do occur, however, the potential that the Discharger may not have implemented appropriate and/or sufficient BMPs increases, and the Discharger is required to implement escalating levels of ERAs If NAL exceedances occur, this General Permit requires Dischargers to evaluate and potentially install additional BMPs, or re-evaluate and improve existing BMPs to be in compliance with this General Permit.

3 Baseline Status

At the beginning of a Discharger's NOI coverage under this General Permit, the Discharger has Baseline status A Discharger demonstrating compliance with all NALs will remain at Baseline status and is not required to complete Level 1 status and Level 2 status ERA requirements

If a Discharger has returned to Baseline status (from Level 2 status) and additional NAL exceedances occur, the Discharger goes into Level 1 status, then potentially

Level 2 status Dischargers do not go directly into Level 2 status from Baseline status

4 Level 1 Status

Regardless of when an NAL exceedance occurs during Baseline status, a Discharger's status changes from Baseline status to Level 1 status on July 1 of the subsequent reporting year By October 1 following the commencement of Level 1 status, the Discharger is required to appoint a QISP to assist with the completion of the Level 1 Evaluation The Level 1 Evaluation must include a review of the facility's SWPPP for compliance with the effluent and receiving water limitations of this General Permit, an evaluation of the industrial pollutant sources at the facility that are or may be related to the NAL exceedance(s), and identification of any additional BMPs that will eliminate future exceedances When conducting the Level 1 Evaluation, a Discharger must ensure that all potential pollutant sources that could be causing or contributing to the NAL exceedance(s) are fully characterized, that the current BMPs are adequately described, that employees responsible for implementing BMPs are appropriately trained, and that internal procedures are in place to track that BMPs are being implemented as designed in the SWPPP. A Discharger is additionally required to evaluate the need for additional BMPs Level 1 ERAs are designed to provide the Discharger the opportunity to improve existing BMPs or add additional BMPs to comply with the requirements of this General Permit.

By January 1 following commencement of Level 1 status, a Discharger is required to certify and submit via SMARTS a Level 1 ERA Report prepared by a QISP The Level 1 ERA Report must contain a summary of the Level 1 Evaluation, all new or revised BMPs added to the SWPPP

In most cases, the State Water Board believes that Level 1 status BMPs will be operationally related rather than structural and, therefore can be implemented without delay Recognizing that a Discharger should not be penalized for sampling results obtained before implementing BMPs, sampling results for parameters and their corresponding drainage areas that caused the NAL exceedance up to October 1 or the date the BMPs were implemented, whichever is sooner, will not be used for calculating NAL exceedances Although this General Permit allows up to January 1 to implement Level 1 status BMPs, the State Board has chosen an interim date of October 1 to encourage more timely Level 1 BMP implementation Dischargers who implement Level 1 BMPs after October 1 may risk obtaining subsequent sampling results that may cause them to go into Level 2 status

5 Level 2 Status

Level 2 ERAs are required during any subsequent reporting year in which the same parameter(s) has an NAL exceedance (annual average or instantaneous maximum), if this occurs, a Discharger's status changes from Level 1 status to Level 2 status on July 1 of the subsequent reporting year Dischargers with Level 2 status must further evaluate BMP options for their facility Dischargers may have to implement additional BMPs, which may include physical, structural, or mechanical devices that

are intended to prevent pollutants from contacting storm water Examples of such controls include, but are not limited to

- Enclosing and/or covering outdoor pollutant sources within a building or under a roofed or tarped outdoor area.
- Physically separating the pollutant sources from contact with run-on of uncontaminated storm water
- Devices that direct contaminated storm water to appropriate treatment BMPs (e g , discharge to sanitary sewer as allowed by local sewer authority)
- Treatment BMPs including, but not limited to, detention ponds, oil/water separators, sand filters, sediment removal controls, and constructed wetlands

Dischargers may select the most cost-effective BMPs to control the discharge of pollutants in industrial storm water discharges Where appropriate, BMPs can be designed and targeted for various pollutant sources (e g , providing overhead coverage for one potential pollutant while discharging to a detention basin for another source may be the most cost-effective solution)

a. Level 2 ERA Action Plans

The State Water Board acknowledges that there may be circumstances that make it difficult, if not impossible, for a Discharger to immediately implement additional BMPs For example, it may take time to get a contract for construction in place, obtain necessary building permits, and design and construct the BMPs Dischargers may also suspect that pollutants are from a non-industrial or natural background source and need time to study their site A Discharger is required to certify and submit an Action Plan prepared by a QISP via SMARTS by January 1 following the reporting year in which the NAL exceedance that resulted in the Discharger entering Level 2 occurred The Level 2 ERA Action Plan requires a Discharger to propose actions necessary to complete the Level 2 ERA Technical Report, the demonstrations the Discharger has selected, and propose a time frame for implementation

If a Discharger changes the QISP assisting with the Level 2 ERA requirements this General Permit requires the Discharger to update the QISP information via SMARTS Current information on individuals assisting Dischargers with compliance of this General Permit provides the Water Boards with the necessary contact information if there are questions on the submitted documents, and for possible verification of a QISP's certification

Dischargers are required to address each Level 2 NAL exceedance in an Action Plan The State Water Board recognizes that Dischargers with Level 2 status may have multiple parameters or facility areas that have Level 2 NAL exceedances and the timing of the exceedances may make it very difficult to address all Level 2 NAL exceedances in one Action Plan. When Level 2 ERA exceedances occur in subsequent reporting years, after an Action Plan is

certified and submitted, a Discharger will need to develop an Action Plan for this new Level 2 NAL exceedance This General Permit defines new Level 2 NAL exceedances as an exceedance for a new parameter in any drainage area at the facility, or an exceedance for the same parameter being addressed in an existing Action Plan, but where the exceedance occurred in a different drainage area than identified in the existing Action Plan.

b Level 2 ERA Technical Reports

The Level 2 ERA Technical Report contains three different options that require a Discharger to submit demonstrations showing the cause of the NAL exceedance(s) This General Permit requires a Discharger to appoint a QISP to prepare the Level 2 ERA Technical Reports. The State Water Board acknowledges that there may be cases where a combination of the demonstrations may be appropriate, therefore a Discharger may combine any of the following three demonstration options in their Level 2 ERA Technical Report when appropriate A Discharger is only required to annually update its Level 2 ERA Technical Report when necessary as defined in Section XII.D.3.c of this General Permit, and is not required to annually re-certify and re-submit the entire Level 2 ERA Technical Report If there are no changes prompting an update of the Level 2 ERA Technical Report, as specified in Section XII D.3.c of this General Permit, the Discharger will provide this certification in the Annual Report that there have been no changes warranting re-submittal of the Level 2 ERA Technical Report

i Industrial Activity BMPs Demonstration

The Industrial Activity BMPs Demonstration is for the following

- Dischargers who decided to implement additional BMPs that are expected to eliminate future NAL exceedance(s) and that have been implemented in order to achieve compliance with the technology-based effluent limitations of this General Permit, and

- Dischargers who decided to implement additional BMPs that may not eliminate future NAL exceedance(s) and that have been implemented in order to achieve compliance with the technology-based effluent limitations of this General Permit

When preparing the Industrial Activity BMPs Demonstration, the QISP shall identify and evaluate all individual pollutant source(s) associated with industrial activity that are or may be related to an NAL exceedance and all designed, information on the drainage areas associated with the Level 2 NAL exceedances, and installed BMPs that are implemented to reduce or prevent pollutants in industrial storm water discharges in compliance with this General Permit

If an Industrial Activity BMPs Demonstration is submitted as the Level 2 ERA Technical Report and the Discharger is able to show reductions in pollutant concentrations below the NALs for four (4) subsequent consecutive QSEs, the Discharger returns to Baseline Status A Discharger that submits an Industrial Activity BMPs Demonstration but has not installed additional BMPs that are expected to eliminate future NAL exceedance(s) will remain with Level 2 status but is not subject to additional ERAs unless directed by the Regional Water Board

II. Non-Industrial Pollutant Source Demonstration

A Non-Industrial Pollutant Source Demonstration is for a Discharger to demonstrate that the pollutants causing the NAL exceedances are not related to industrial activities conducted at the facility, and additional BMPs at the facility will not contribute to the reduction of pollutant concentrations.

Dischargers including the Non-Industrial Pollutant Demonstration in their Level 2 ERA Technical Report shall have a QISP determine that the sources of non-industrial pollutants in storm water discharges are not from industrial activity or natural background sources within the facility.

Sources of non-industrial pollutants that are discharged separately and are not comingled with storm water associated with industrial activity are not considered subject to this General Permit's requirements When pollutants from non-industrial sources are comingled with storm water associated with industrial activity, the Discharger is responsible for all the pollutants in the combined discharge unless the technical report clearly demonstrates that the NAL exceedances due to the combined discharge are solely attributable to the non-industrial sources. The pollutant may also be present due to industrial activities, in which case the Discharger must demonstrate that the pollutant contribution from the industrial activities by itself does not result in an NAL exceedance In most cases, the Non-Industrial Pollutant Source Demonstration will contain sampling data and analysis distinguishing the pollutants from non-industrial sources from the pollutants generated by industrial activity

Once the Level 2 ERA Technical Report, including this demonstration is certified and submitted via SMARTS, the Discharger has satisfied all the requirements necessary for that pollutant for ERA purposes A Discharger that submits a Non-Industrial Pollutant Demonstration remains with Level 2 status but is not subject to additional ERAs unless directed by the Regional Water Board

III Natural Background Pollutant Source Demonstration

The benchmark monitoring schedule in section 6 2 1 2 of the 2008 MSGP allows a Discharger to determine that the exceedance of the benchmark is attributable solely to the presence of that pollutant in the natural background A Discharger making this determination is not required to perform corrective

action or additional benchmark monitoring providing that the other 2008 MSGP requirements are met The 2008 MSGP Fact Sheet requires Dischargers to include in the following in the SWPPP 1) map(s) showing the reference site location, facility, available land cover information, reference site and test site elevation, available geology and soil information for reference and test sites, photographs showing site vegetation, site reconnaissance survey data and records This General Permit requires this information to be included in the Natural Background Pollutant Source Demonstration in Section XII D 2 c

The Natural Background Pollutant Source Demonstration in this General Permit is for a Discharger that can demonstrate that pollutants causing the NAL exceedances are not related to industrial activities conducted at the facility, and are solely attributable to the presence of those pollutants in natural background. The pollutant may also be present due to industrial activities, in which case the Discharger must demonstrate that the pollutant contribution from the industrial activities by itself does not result in an NAL exceedance Natural background pollutants include those substances that are naturally occurring in soils or groundwater that have not been disturbed by industrial activities Natural background pollutants do not include legacy pollutants from earlier activity on a site, or pollutants in run-on from neighboring sources which are not naturally occurring Dischargers are not required to reduce concentrations for pollutants in the effluent caused by natural background sources if these pollutants concentrations are not increased by industrial activity

The 2008 MSGP Fact Sheet states that the background concentration of a pollutant in runoff from a non-human impacted reference site in the same watershed must be determined by evaluation of ambient monitoring data or by using information from a peer-reviewed publication or a local, state, or federal government publication specific to runoff or storm water in the immediate region. Studies that are in other geographic areas, or are clearly based on different topographies or soils, are not sufficient to meet this requirement When such data is not available, and there are no known sources of the pollutant, the background concentration should be assumed to be zero.
In cases where historic monitoring data from a site are used for generating a natural background concentration, and the site is no longer accessible or able to meet reference site acceptability criteria, the Discharger must submit documentation (e g , historic land use maps) indicating the site did meet reference site criteria (such as indicating the absence of human activity) during the time data collection occurred

Once the Level 2 ERA Technical Report, including a Natural Background Demonstration meeting the conditions in Section XII D 2 c of this General Permit is certified and submitted via SMARTS, the Discharger is no longer responsible for the identified background parameters(s) in the corresponding drainage area(s) A Discharger that submits this type of demonstration will

remain with Level 2 status but is not subject to additional ERAs unless directed by the Regional Water Board

c Level 2 ERA Implementation Extension

The State Water Board recognizes that there may be circumstances that make implementation of all necessary actions required in the Level 2 ERAs by the permitted due dates infeasible In such circumstances a Discharger may request additional time by submitting a Level 2 ERA Implementation Extension The Level 2 ERA Implementation Extension will automatically allow Dischargers up to an additional six (6) months to complete the tasks identified in the Level 2 ERA Action Plans while remaining in compliance with this General Permit The Level 2 ERA Implementation Extension is subject to Regional Water Board review. If additional time is needed beyond the initial six (6) month extension, a second Level 2 ERA Implementation Extension may be submitted but is not effective unless it is approved by the Water Board

L. Inactive Mining Operations

Inactive mining sites may need coverage under this General Permit. Inactive mining operations are mining sites, or portions of sites, where mineral mining and/or dressing occurred in the past with an identifiable Discharger (owner or operator), but are no longer actively operating. Inactive mining sites do not include sites where mining claims are being maintained prior to disturbances associated with the extraction, beneficiation, or processing of mined materials. A Discharger has the option to certify and submit via SMARTS that its inactive mining operations meet the conditions for an Inactive Mining Operation Certification in Section XIII of this General Permit. The Discharger must have a SWPPP for an inactive mine signed (wet signature with license number) by a California licensed professional engineer The Inactive Mining Operation Certification in this General Permit is in lieu of performing certain identified permit requirements This General Permit requires an annual inspection of an inactive mining site and an annual re-certification of the SWPPP. Any significant updates to the SWPPP shall be signed (wet signature and license number) by a California license professional engineer The Discharger must certify and submit via SMARTS any significantly revised SWPPP within 30 days of the revision(s)

M. Compliance Groups and Compliance Group Leaders

Group Monitoring, as defined in the previous permit, has been eliminated in this General Permit and replaced with a new compliance option called Compliance Groups. The Compliance Group option differs from Group Monitoring as it requires (1) all Dischargers participating in a Compliance Group (Compliance Group Participants) sample two QSEs each year, (2) the Compliance Group Leader to inspect each Participant's facility within each reporting year, (3) the Compliance Group Leader must complete a State Water Board sponsored or approved training program for Compliance Group Leaders, and (4) the Compliance Group Leader to prepare Consolidated Level 1 ERA Reports, and individual Level 2 ERA Action Plans and Technical Reports The Compliance Group option is similar to Group Monitoring as it retains a mechanism that

allows Dischargers of the same industry type to comply with this General Permit through shared resources in a cost saving manner

This General Permit emphasizes sampling and analysis as a means to evaluate BMP performance and overall compliance, and the significantly reduced sampling requirements previously afforded to Group Monitoring Participants (two samples within a five-year period) does not provide the necessary information to achieve these goals However, a moderate reduction in sampling requirements is included as an incentive for Compliance Group Participants while concurrently requiring sufficient individual facility sampling data to determine compliance. A Compliance Group Leader is required to provide the necessary sampling training and guidance to the Compliance Group Participants This additional training requirement will increase sampling data quality that will offset the reduced sampling frequency for Compliance Groups

Participation in Compliance Groups will provide additional cost savings for Dischargers in the preparation of the Consolidated Level 1 ERA Reports, and for Compliance Group Leader assistance in preparing the Level 2 ERA Action Plans and the individual Level 2 ERA Technical Reports It is likely that many of the pollutant sources causing NAL exceedances, and the corresponding BMP cost evaluation and selection, when appropriate, will overlap for groups of facilities in a similar industry type When these overlaps occur, a Compliance Group Leader should be able to more efficiently evaluate the pollutant sources and BMP options, and prepare the necessary reports

The State Water Board believes that it is necessary for Compliance Group Leaders to have a higher level of industrial storm water compliance and training experience than the expectations of a QISP. Many stakeholder comments on this General Permit suggested various certifications to provide this higher level of experience; however, the State Water Board believes a process similar to the Trainer of Record process for the Construction General Permit training program will develop Compliance Group Leaders with the appropriate level of experience to fulfill the necessary qualifications

The intent of the Compliance Groups is to have only one or a small number of Compliance Groups per industrial sector The process for becoming a QISP trainer and/or a Compliance Group Leader is purposely similar to the Construction General Permit trainer of record process for consistency within storm water regulatory leaders The formal process to qualify to conduct trainings for QISPs and/or to be a Compliance Group Leader will include the submittal of a statement of qualifications for review, a review fee, completion of an exam and training specific to this role For more information see the Construction General Permit trainer of record process. http //www.casqa org/TrainingandEducation/ConstructionGeneralPermitTrainingQSDQSPToR/tabid/205/Default aspx

After the initial Compliance Group registration, Compliance Group Leaders are required to submit and maintain their list of Compliance Group Participants via SMARTS There are no additional administrative documents required The previous permit required group leaders to provide annual group evaluation reports and a letter of intent to continue group monitoring. The State Water Board found these items to be resource intensive and placed an unnecessary administrative burden on group leaders The

Compliance Group requirements in this General Permit reduces the administrative burden on both the Compliance Group Leaders and Water Board staff

The State Water Board's intent for the effluent data, BMP selection, cost, and performance information, and other industry specific information provided in Compliance Group reports is for evaluation of sector-specific permitting approaches and the use of NALs in the next reissuance of this General Permit

N. Annual Evaluation

Federal regulations require NPDES industrial storm water Dischargers to evaluate their facility and SWPPP annually Typically this requires an inspection of the facility to ensure (1) the SWPPP site map is up to date, (2) control of all potential pollutant sources is included in the SWPPP, and (3) sampling data and visual observation records are used to evaluate if the proper BMPs are being implemented As Dischargers are required to conduct monthly visual observation that partially overlap with the actions required by the annual evaluation requirements, Dischargers may perform the annual evaluation inspection concurrent with a monthly visual observation

O. Annual Report

All Dischargers shall certify and submit via SMARTS an Annual Report no later than July 15 following each reporting year. The reporting requirements for this General Permit's Annual Report are streamlined in comparison to the previous permit. The Annual Report now consists of two primary parts (1) a compliance checklist indicating which permit requirements were completed and which were not (e.g., a Discharger who completes the required sampling of four QSEs during the reporting year, versus a Discharger who is only able to sample two QSEs during the reporting year), and (2) an explanation for items on the compliance checklist that were determined incomplete by the Discharger Unlike the previous permit, the Annual Report does not require Dischargers to provide the details of each visual observation (such as name of observer, time of observation, observation summary, corrective actions, etc.) or provide the details of the Annual Comprehensive Site Evaluation. Dischargers, however, continue to be required to retain those records and have them available upon request The Annual Report is further simplified through the immediate electronic reporting via SMARTS of sampling data and copies of the original laboratory reports instead of such information being included in the Annual Report.

P Conditional Exclusion - No Exposure Certification (NEC) Requirements

This General Permit's conditional exclusion requirements are similar to the requirements provided in 40 C F R. section 122 26(g)(3). Clarifications were added in this General Permit, however, to the types of "storm resistant shelters" and the periods when "temporary shelters" may be used in order to avert regulatory confusion California does not have operating coal power plants, which are a major contributor to acid rain elsewhere in the United States California does have nonpoint sources or atmospheric deposition that may locally impact the pH of the rain water, however this is

not categorized as acid rain as referred to by the U.S. EPA for the NEC coverage requirements The No Exposure Guidance Document[15] developed by the U S EPA mentions acid rain as a potential source of contaminants to consider for NEC coverage The acid rain leachate language was not included in this General Permit's Appendix 2 to clarify that Dischargers may qualify for NEC coverage, even if the facility has metal buildings or structures

The Discharger shall certify and submit complete PRDs for NEC coverage via SMARTS Based upon the State Water Board's experience with reissuing and implementing the 2009 Construction General Permit, the transition for existing Dischargers to register under this new General Permit is staff resource intensive. The State Water Board staff is available to assist Dischargers requiring assistance with enrolling under this General Permit, both for NOI coverage and NEC coverage The State Water Board has also experienced that more time is needed for its staff to assist Dischargers registering for NEC coverage To provide better customer service to all Dischargers, three months have been added to the NEC coverage PRD submittal schedule for new and existing Dischargers (Section II B.4 of this General Permit, extending the NEC coverage registration date to October 1, 2015

Dischargers must annually inspect their facility to ensure continued compliance with NEC requirements, and annually re-certify and submit an NEC via SMARTS Based on its regulatory experience, the State Water Board has determined that a five-year NEC re-certification period is inadequate A significant percentage of facilities may revise, expand, or relocate their operations in any given year. Furthermore, a significant percentage of facilities experience turnover of staff knowledgeable of the NEC requirements and limitations. Accordingly, the State Water Board believes that annual NEC evaluation and re-certification requirements are appropriate to continually assure adequate program compliance

Q. Special Requirements - Plastic Materials

Water Code section 13367 requires the Water Boards to implement measures that control discharges of preproduction plastic from point and nonpoint sources The State Water Board intends to use this General Permit to regulate discharges of preproduction plastics from areas of facilities that are subject to this General Permit. A Regional Water Board may designate facilities, or areas of facilities, that are not otherwise subject to this General Permit, pursuant to Section XIX F. For example, a Regional Water Board may designate Plastic Materials handling areas of a transportation facility that are not associated with vehicle maintenance as requiring coverage under this General Permit.

Preproduction plastics used by the plastic manufacturing industry are small in size and have the potential to mobilize in storm water Preproduction plastic washed into storm water drains can move to waters of the United States where it contributes to the growing problem of plastic debris in inland and coastal waters Water Code section 13367

[15] U S EPA Guidance Manual for Conditional Exclusion from Storm Water Permitting Based On "No Exposure" of Industrial Activities to Storm Water Web June 2000 < http //www epa gov/npdes/pubs/noxguide pdf> [as of January 31, 2014]

outlines five mandatory BMPs that are required for all facilities that handle preproduction plastic These mandatory BMPs are included in this General Permit

The State Water Board has received comments regarding the Water Code requirements for Plastics Facilities to install a containment system for on-site storm drain locations that meet 1mm capture and 1-year 1-hour storm flow requirement standards As a result, this General Permit includes the option under Water Code section 13367 that allows a plastics facility to propose an alternative BMP or suite of BMPs that can meet the same performance and flow requirements as a 1mm capture and 1-year 1-hour storm flow containment system standards These alternative BMPs are to be submitted to the Regional Water Board for approval. This alternative is intended to allow the facility to develop BMPs that focus on pollution prevention measures that can perform as well as, or better than, the containment system otherwise required by the statute.

The State Water Board also includes two additional containment system alternatives in this General Permit that are considered to be equivalent to, or better than, the 1mm capture and 1-year 1-hour storm flow requirements

- An alternative allowing plastic facilities to implement a suite of eight BMPs addressing the majority of potential sources of plastic discharges This suite of BMPs is based on industry and U S EPA recommendations and Water Board experience with storm water inspections, violations, and enforcement cases throughout California

- An alternative allowing a facility to operate in a manner such that all preproduction plastic materials are used indoors and pose no potential threat for discharge off-site The facility is required to notify the Regional Water Board of the intent to seek this exemption and of any changes to the facility or operations that may disqualify the facility for the exemption The exemption may be revoked by the Regional Water Board at any time.

Plastics facilities may use preproduction plastic materials that are less than 1mm in size, or produce materials, byproducts, or waste that is smaller than 1mm in size. These small size materials will pass through the 1mm capture containment system required by Water Code section 13367 Plastics facilities with sub-1mm materials must design a containment system to capture the smallest size material onsite with a 1-year 1-hour storm flow requirement, or propose alternative BMPs for Regional Water Board approval that meet the same requirements.

The remaining BMPs required by Water Code section 13367 are consistent with recommendations for handling and clean-up of preproduction plastics in the American Chemistry Council publication, *Operation Clean Sweep* and U S. EPA's publication *Plastic Pellets in the Aquatic Environment Sources and Recommendations* The State Water Board believes that the entire approach in this General Permit for plastic materials is consistent with Water Code section 13367

R. Regional Water Board Authorities

The Regional Water Boards retain discretionary authority over many issues that may arise from industrial discharges within their respective regions This General Permit

emphasizes the authority of the Regional Water Boards over specific requirements of this General Permit that do not meet region-specific water quality protection regulatory needs.

S. Special Conditions: Requirements for Dischargers Claiming the "No Discharge" Option in the Notice of Non-Applicability

1. General

Entities that operate facilities generating storm water associated with industrial activities that is not discharged to waters of the United States are not required to obtain General Permit coverage Entities that have contacted the Water Boards to inquire what is necessary to avoid permit coverage have received inconsistent guidance This has resulted in regulatory inconsistency and uncertainty as to whether they are in compliance if their industry operates without General Permit coverage Depending upon how each Regional Water Board handles "No Discharge" claims, some facilities with advanced containment design may be required to obtain General Permit coverage while other facilities with less advanced containment design may be allowed to operate without General Permit coverage Some stakeholders have complained that this type of regulatory inconsistency puts some facilities at an economically-competitive disadvantage given the costs associated with permit compliance

U.S EPA regulations do not provide a design standard, definition, or guidance as to what constitutes "No Discharge " Unlike Conditional Exclusion requirements, U S EPA regulations do not require an entity to submit technical justification or certification that a facility does not discharge to waters of the United States (U S) Therefore entities have previously been allowed to self-determine that their facility does not discharge to water of the U S when using any containment design standard The State Water Board does not have available information showing that most entities have adequately performed hydraulic calculations to determine the frequency of discharge corresponding to their containment controls or have had these hydraulic calculations reviewed or completed by a California licensed professional engineer Although U S EPA makes clear that an unpermitted discharge to waters of the U S is a violation of the CWA, this leaves regulatory agencies with the very difficult task of knowing when any given facility discharges in order to carry-out enforcement actions

In 1998, the Water Code was amended to require entities who are requested by the Water Boards to obtain General Permit coverage, but that have a valid reason to not obtain General Permit coverage, to submit a Notice of Non-Applicability (NONA) (Wat Code, § 13399 30, subd (a)(2)). The NONA covers multiple reasons why an entity is not required to be permitted including (1) facility closure, (2) not the legal owner, (3) incorrect SIC code, (4) eligibility for the Conditional Exclusion (No Exposure Certification), and (5) the facility not discharging to water of the U S ("No Discharge") The previous permit contained definitions, requirements, and guidance that entities may reference to determine whether they are eligible to select any of the first four NONA reasons for not obtaining General Permit coverage However, neither the previous permit nor the Water Code provide definitions, requirements,

and guidance for entities to determine whether they are eligible to indicate "No Discharge" on the NONA as a reason for not obtaining General Permit coverage

This General Permit addresses and resolves the issues discussed above by establishing consistent, statewide eligibility requirements in Section XX C for entities submitting NONAs indicating "No Discharge " When requested by the Water Boards to obtain General Permit coverage, entities must meet these "No Discharge" eligibility requirements or obtain General Permit coverage The Water Boards retain enforcement authority if a facility subsequently discharges

2 "No Discharge" Eligibility Requirements

The entity must certify submit in SMARTS a NONA Technical Report signed (wet signature and license number) by a California licensed professional engineer that contains the analysis and details of the containment design supporting the "No Discharge" eligibility determination Because containment design will require hydraulic calculations, soil permeability analysis, soil stability calculations, appropriate safety factor consideration, and the application of other general engineering principles, state law requires the technical report to be signed (wet signature and license number) by a California licensed professional engineer

The State Water Board has selected a containment design target that, as properly applied will result in few, if any, discharges The facility must either be

a. Engineered and constructed to contain all storm water associated with industrial activities from discharging to waters of the United States (The determination of what is a water of the United States can be complicated, and in certain circumstances, a discharge to groundwater that has a direct hydrologic connection to waters of the United States may constitute a discharge to a water of the United States.) Dischargers must base their information upon maximum historic precipitation event data (or series of events) from the nearest rain gauges as provided by the National Oceanic and Atmospheric Administration's (NOAA) website, or other nearby precipitation data available from other government agencies At a minimum, Dischargers must ensure that the containment design addresses maximum 1-hour, 24-hour, weekly, monthly, and annual precipitation data for the duration of the exclusion.

Design storm events are generally specified as a one-time expected hydraulic failure over a reoccurrence of years for a specified storm event For example, if a design storm standard is a 100 year 24-hour event, then a facility's containment system designed to contain the maximum volume of water would be expected to fall in 24 hours once every 100 years. Design standards vary dependent upon the regulatory program and the level of protection needed Since California has considerable variations in climate/topography/soil conditions across the state, the "No Discharge" NONA eligibility requirements have been created so that each facility's containment design can incorporate unique site specific circumstances to meet the requirement that discharges will not occur based upon past historical precipitation data Facilities that are not designed to not meet the "No Discharge" eligibility requirements must obtain General Permit coverage

b Located in basins or other physical locations that are not hydrologically connected to waters of the United States

The State Water Board considered allowing Entities to review United States Army Corp of Engineer maps to determine, without a California licensed professional engineer, whether their facility location is within a basin and/or other physical location that is not hydrologically connected to waters of the United States The State Water Board believes that this determination can be difficult in some cases, or is likely to be performed incorrectly In addition, there may be areas of the state that are not hydrologically connected to waters of the United States, but are not on United States Army Corps of Engineer maps Therefore, all "No Discharge" Technical Reports must be signed (wet signature and license number) by a California licensed professional engineer.

3 Additional Considerations

The "No Discharge" determination does not cover storm water containment systems that transfer industrial pollutants to groundwater Entities must determine whether designs that incorporate infiltration may discharge to and contaminate groundwater. If there is a threat to groundwater, Entities must contact the Regional Water Boards prior to construction of infiltration design elements

Entities that have not eliminated all discharges that are subject to General Permit coverage (NOI Coverage or NEC Coverage) are ineligible to submit NONAs indicating "No Discharge "

ATTACHMENT A

Attachment A

FACILITIES COVERED BY NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) GENERAL PERMIT FOR STORM WATER DISCHARGES ASSOCIATED WITH INDUSTRIAL ACTIVITIES (GENERAL PERMIT)

1 Facilities Subject To Storm Water Effluent Limitations Guidelines, New Source Performance Standards, or Toxic Pollutant Effluent Standards Found in 40 Code of Federal Regulations, Chapter I, Subchapter N (Subchapter N)

Cement Manufacturing (40 C F R Part 411), Feedlots (40 C F R Part 412), Fertilizer Manufacturing (40 C F R Part 418), Petroleum Refining (40 C F R Part 419), Phosphate Manufacturing (40 C F R Part 422), Steam Electric (40 C F R Part 423), Coal Mining (40 C F R Part 434), Mineral Mining and Processing (40 C F R Part 436), Ore Mining and Dressing (40 C F R Part 440), Asphalt Emulsion (40 C F R Part 443), Landfills (40 C F R Part 445), and Airport Deicing (40 C F R Part 449)

2 Manufacturing Facilities

Facilities with Standard Industrial Classifications (SICs) 20XX through 39XX, 4221 through 4225 (This category combines categories 2 and 10 of the previous general permit)

3 Oil and Gas/Mining Facilities

Facilities classified as SICs 10XX through 14XX, including active or inactive mining operations (except for areas of coal mining operations no longer meeting the definition of a reclamation area under 40 Code of Federal Regulations 434 11(1) because the performance bond issued to the facility by the appropriate Surface Mining Control and Reclamation Acts authority has been released, or except for areas of non-coal mining operations which have been released from applicable State or Federal reclamation requirements after December 17, 1990) and oil and gas exploration, production, processing, or treatment operations, or transmission facilities that discharge storm water contaminated by contact with or that has come into contact with any overburden, raw material, intermediate products, finished products, by-products, or waste products located on the site of such operations Inactive mining operations are mining sites that are not being actively mined, but which have an identifiable owner/operator Inactive mining sites do not include sites where mining claims are being maintained prior to disturbances associated with the extraction, beneficiation, or processing of mined material, or sites where minimal activities are undertaken for the sole purpose of maintaining a mining claim

4 Hazardous Waste Treatment, Storage, or Disposal Facilities

Hazardous waste treatment, storage, or disposal facilities, including any facility operating under interim status or a general permit under Subtitle C of the Federal Resource, Conservation, and Recovery Act

5 Landfills, Land Application Sites, and Open Dumps

Landfills, land application sites, and open dumps that receive or have received industrial waste from any facility within any other category of this Attachment, including facilities subject to regulation under Subtitle D of the Federal Resource, Conservation, and Recovery Act, and facilities that have accepted wastes from construction activities (construction activities include any clearing, grading, or excavation that results in disturbance)

6 Recycling Facilities

Facilities involved in the recycling of materials, including metal scrapyards, battery reclaimers, salvage yards, and automobile junkyards, including but limited to those classified as Standard Industrial Classification 5015 and 5093

7 Steam Electric Power Generating Facilities

Any facility that generates steam for electric power through the combustion of coal, oil, wood, etc

8 Transportation Facilities

Facilities with SICs 40XX through 45XX (except 4221-25) and 5171 with vehicle maintenance shops, equipment cleaning operations, or airport deicing operations Only those portions of the facility involved in vehicle maintenance (including vehicle rehabilitation, mechanical repairs, painting, fueling, and lubrication) or other operations identified under this Permit as associated with industrial activity

9 Sewage or Wastewater Treatment Works

Facilities used in the storage, treatment, recycling, and reclamation of municipal or domestic sewage, including land dedicated to the disposal of sewage sludge, that are located within the confines of the facility, with a design flow of one million gallons per day or more, or required to have an approved pretreatment program under 40 Code of Federal Regulations part 403 Not included are farm lands, domestic gardens, or lands used for sludge management where sludge is beneficially reused and are not physically located in the confines of the facility, or areas that are in compliance with Section 405 of the Clean Water Act

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Attachment A
ATTACHMENT B

ACRONYM LIST

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)
GENERAL PERMIT FOR STORM WATER DISCHARGES
ASSOCIATED WITH INDUSTRIAL ACTIVITIES
(GENERAL PERMIT)

ASBS	Areas of Special Biological Significance
BAT	Best Available Technology Economically Achievable
BCT	Best Conventional Pollutant Control Technology
BMP	Best Management Practices
BOD	Biochemical Oxygen Demand
BPT	Best Practicable Control Technology Currently Available
CBPELSG	California Board for Professional Engineers, Land Surveyors and Geologists
DWQ	Division of Water Quality
ELGs	Effluent Limitations Guidelines and New Source Performance Standards
ERA	Exceedance Response Action
MS4	Municipal Separate Storm Sewer System
MSGP	Multi Sector General Permit
NAL	Numeric Action Level
NAICS	North American Industrial Classification System
NEC	No Exposure Certification
NEL	Numeric Effluent Limitation
NOI	Notice of Intent
NONA	Notice of Non Applicability
NOT	Notice of Termination
NPDES	National Pollutant Discharge Elimination System
NSPS	New Source Performance Standards
NSWD	Non Storm Water Discharges
O&G	Oil and Grease
PRDs	Permit Registration Documents
QA/QC	Quality Assurance/Quality Control
QISP	Qualified Industrial Storm water Practitioner
QSE	Qualifying Storm Event
SIC	Standard Industrial Classification
SMARTS	Storm Water Multiple Application and Report Tracking System
SWPPP	Storm Water Pollution Prevention Plan
TBEL	Technology Based Effluent Limitation
TDS	Total Dissolved Solids
TMDL	Total Maximum Daily Load
TOC	Total Organic Carbon
TSS	Total Suspended Solids
U S EPA	United States Environmental Protection Agency
WDID	Waste Discharge Identification Number
WQBEL	Water Quality Based Effluent Limitation

C19-076

Attachment A

ATTACHMENT C

GLOSSARY

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)
GENERAL PERMIT FOR STORM WATER DISCHARGES
ASSOCIATED WITH INDUSTRIAL ACTIVITIES
(GENERAL PERMIT)

Adoption Date April 1, 2014

Aerial Deposition
Total suspended particulate matter found in the atmosphere as solid particles or liquid droplets. Chemical composition of particulates varies widely, depending on location and time of year Sources of airborne particulates include but are not limited to dust, emissions from industrial processes, combustion products from the burning of wood and coal, combustion products associated with motor vehicle or non-road engine exhausts, and reactions to gases in the atmosphere Deposition is the act of these materials being added to a landform

Beneficial Uses
As defined in the California Water Code, beneficial uses of the waters of the state that may be protected against quality degradation, include but are not limited to, domestic, municipal, agricultural and industrial supply, power generation, recreation, aesthetic enjoyment; navigation; and preservation and enhancement of fish, wildlife, and other aquatic resources or preserves

Best Available Technology Economically Achievable (BAT)
As defined by United States Environmental Protection Agency (U S EPA), BAT is a technology-based standard established by the Clean Water Act (CWA) as the most appropriate means available on a national basis for controlling the direct discharge of toxic and nonconventional pollutants to navigable waters The BAT effluent limitations guidelines, in general, represent the best existing performance of treatment technologies that are economically achievable within an industrial point source category or subcategory

Best Conventional Pollutant Control Technology (BCT)
As defined by U S EPA, BCT is a technology-based standard for the discharge from existing industrial point sources of conventional pollutants including biochemical oxygen demand (BOD), total suspended sediment (TSS), fecal coliform, pH, oil and grease.

Best Professional Judgment (BPJ)
The method used by permit writers to develop technology-based NPDES permits conditions on a case-by-case basis using all reasonably available and relevant data

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Attachment A

ATTACHMENT C

GLOSSARY

Best Management Practices (BMPs)
Scheduling of activities, prohibitions of practices, maintenance procedures, and other management practices to prevent or reduce the discharge of pollutants BMPs also include treatment requirements, operating procedures, and practices to control site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw material storage.

Chain of Custody
Form used to track sample handling as samples progress from sample collection to the laboratory. The chain of custody is also used to track the resulting analytical data from the laboratory to the client Chain of custody forms can be obtained from an analytical laboratory upon request

Debris
Litter, rubble, discarded refuse, and remains of destroyed inorganic anthropogenic waste

Detected Not Quantifiable
A sample result that is between the Method Detection Limit (MDL) and the Minimum Level (ML)

Discharger
A person, company, agency, or other entity that is the operator of the industrial facility covered by this General Permit

Drainage Area
The area of land that drains water, sediment, pollutants, and dissolved materials to a common discharge location.

Effective Date
The date, set by the State Water Resources Control Board (State Water Board), when at least one or more of the General Permit requirements take effect and the previous permit expires This General Permit requires most of the requirements (such as SMARTs submittals, minimum BMPs, sampling and analysis requirements) to take effect on July 15, 2015

Effluent
Any discharge of water either to the receiving water or beyond the property boundary controlled by the Discharger

Effluent Limitation
Any numeric or narrative restriction imposed on quantities, discharge rates, and concentrations of pollutants that are discharged from point sources into waters of the United States, waters of the contiguous zone, or the ocean.

Attachment A

GLOSSARY

Erosion
The process by which soil particles are detached and transported by the actions of wind, water or gravity.

Erosion Control BMPs
Vegetation, such as grasses and wildflowers, and other materials, such as straw, fiber, stabilizing emulsion, protective blankets, etc , placed to stabilize areas of disturbed soils, reduce loss of soil due to the action of water or wind, and prevent water pollution

Facility
A collection of industrial processes discharging storm water associated with industrial activity within the property boundary or operational unit

Field Measurements
Testing procedures performed in the field with portable field-testing kits or meters

Good Housekeeping BMPs
BMPs designed to reduce or eliminate the addition of pollutants through analysis of pollutant sources, implementation of proper handling/disposal practices, employee education, and other actions

Industrial Materials
Includes, but is not limited to raw materials, recyclable materials, intermediate products, final products, by product, waste products, fuels, materials such as solvents, detergents, and plastic pellets, finished materials such as metallic products, raw materials used in food processing or production, hazardous substances designated under Section 101(14) of Comprehensive Environmental Response, Compensation, and Liability Act (CERLCA), any chemical the facility is required to report pursuant to Section 313 of Title III of Superfund Amendments and Reauthorization Act (SARA), fertilizers; pesticides, and waste products such as ashes, slag, and sludge and that are used, handled, stored, or disposed in relation to a facility's industrial activity

Method Detection Limit
The minimum concentration of a substance that can be measured and reported with 99% confidence that the analyte concentration is greater than zero

Minimum Level
The lowest level at which the entire analytical system must give a recognizable signal and acceptable calibration point for the analyte It is equivalent to the concentration of the lowest calibration standard, assuming that all method-specified sample weights, volumes, and cleanup procedures have been employed

Monitoring Implementation Plan
Planning document included in the Storm Water Pollution Prevention Plan (SWPPP). Dischargers are required to record information on the implementation of the monitoring requirements in this General Permit The MIP should include relevant information on

the Monthly Visual Observation schedule, Sampling Parameters, Representative Sampling Reduction, Sample Frequency Reduction, and Qualified Combined Samples

Monitoring Requirements
Includes sampling and analysis activities as well as visual observations

Natural Background
Pollutants including substances that are naturally occurring in soils or groundwater Natural background pollutants do not include legacy pollutants from previous activity at a facility, or pollutants in run-on from neighboring sources which are not naturally occurring

New Discharge(r)
A facility from which there is a discharge, that did not commence the discharge at a particular site prior to August 13, 1979, which is not a new source as defined in 40 Code of Federal Regulations 122 29, and which has never received a finally effective NPDES permit for discharges at that site. See 40 Code of Federal Regulations 122 2

Numeric Action Level (NAL) Exceedance
Annual NAL exceedance - the Discharger shall determine the average concentration for each parameter using the results of all the sampling and analytical results for the entire facility for the reporting year (i e , all "effluent" data) and compare this to the corresponding Annual NAL values in Table 2. For Dischargers using composite sampling or flow measurement in accordance with standard practices, the average concentrations shall be calculated in accordance with the U.S. EPA Guidance Manual for the Monitoring and Reporting Requirements of the NPDES Multi-Sector Storm Water General Permit [1] An annual NAL exceedance occurs when the average of all the analytical results for a parameter from samples taken within a reporting year exceeds an annual NAL value for that parameter listed in Table 2 (or is outside the NAL pH range),

Instantaneous maximum NAL exceedance - the Discharger shall compare all sampling and analytical results from each distinct sample (individual or composite) to the corresponding Instantaneous maximum NAL values in Table 2 An instantaneous maximum NAL exceedance occurs when two or more analytical results from samples taken for any parameter within a reporting year exceed the instantaneous maximum NAL value (for TSS and O&G), or are outside of the instantaneous maximum NAL range (for pH).

Non Detect
Sample result is less than Method Detection Limit; Analyte being tested cannot be detected by the equipment or method

[1] U S EPA NPDES Storm Water Sampling Guidance Document <http //www.epa.gov/npdes/pubs/owm0093 pdf > [as of July 3, 2013]

Non-Storm Water Discharges (NSWDs)
Discharges that do not originate from precipitation events Including but not limited to, discharges of process water, air conditioner condensate, non-contact cooling water, vehicle wash water, sanitary wastes, concrete washout water, paint wash water, irrigation water, or pipe testing water

Numeric Action Level (NAL)
Pollutant concentration levels used to evaluate if best management practices are effective and if additional measures are necessary to control pollutants NALs are not effluent limits The exceedance of an NAL is not a permit violation.

Operator
In the context of storm water associated with industrial activity, any party associated with an industrial facility that meets either of the following two criteria

a The party has operational control over the industrial SWPPP and SWPPP specifications, including the ability to make modifications to those plans and specifications

b The party has day-to-day operational control of activities at the facility which are necessary to ensure compliance with a SWPPP for the facility or other permit conditions (e.g., authorized to direct workers at a site to carry out activities required by the SWPPP or comply with other permit conditions)

pH
Unit universally used to express the intensity of the acid or alkaline condition of a water sample The pH of natural waters tends to range between 6 0 and 9 0, with neutral being 7 0

Plastic Materials
Plastic Materials are virgin and recycled plastic resin pellets, powders, flakes, powdered additives, regrind, dust, and other similar types of preproduction plastics with the potential to discharge or migrate off-site

Qualified Industrial Storm Water Practitioner (QISP)
Only required once a Discharger reaches Level 1 status, a QISP is the individual assigned to ensure compliance with this General Permit or to assist New Dischargers with determining coverage eligibility for discharges to an impaired water body A QISP's responsibilities include implementing the SWPPP, performing the Annual Comprehensive Facility Compliance Evaluation (Annual Evaluation), assisting in the preparation of Annual Reports, performing ERAs, and training appropriate Pollution Prevention Team members The individual must take the appropriate state approved or sponsored training to be qualified Dischargers shall ensure that the designated QISP is geographically located in an area where they will be able to adequately perform the permit requirements at all of the facilities they represent

GLOSSARY

Qualifying Storm Event (QSE)
A precipitation event that:

a Produces a discharge for at least one drainage area, and
b Is preceded by 48 hours with no discharge from any drainage area.

Regional Water Board
Includes the Executive Officer and delegated Regional Water Board staff.

Runoff Control BMPs
Measures used to divert run-on from offsite and runoff within the site

Run-on
Discharges that originate offsite and flow onto the property of a separate facility or property or, discharges that originate onsite from areas not related to industrial activities and flow onto areas on the property with industrial activity

Scheduled Facility Operating Hours
The time periods when the facility is staffed to conduct any function related to industrial activity, but excluding time periods where only routine maintenance, emergency response, security, and/or janitorial services are performed

Sediment
Solid particulate matter, both mineral and organic, that is in suspension, is being transported, or has been moved from its origin by air, water, gravity, or ice and has come to rest on the earth's surface either above or below sea level.

Sedimentation
Process of deposition of suspended matter carried by water, wastewater, or other liquids that flow by gravity Control of sedimentation is accomplished by reducing the velocity of the liquid below the point at which it can transport the suspended material

Sediment Control BMPs
Practices that trap soil particles after they have been eroded by rain, flowing water, or wind Includes those practices that intercept and slow or detain the flow of storm water to allow sediment to settle and be trapped (i.e., silt fence, sediment basin, fiber rolls, etc)

Sheet Flow
Flow of water that occurs overland in areas where there are no defined channels and where the water spreads out over a large area at a uniform depth

Source
Any facility or building, property, road, or area that causes or contributes to pollutants in storm water

Storm Water
Storm water runoff, snowmelt runoff, and storm water surface runoff and drainage

Storm Water Discharge Associated With Industrial Activity
The discharge from any conveyance which is used for collecting and conveying storm water and which is directly related to manufacturing, processing, or raw materials storage areas at an industrial plant as identified in Attachment A of this General Permit The term does not include discharges from facilities or activities excluded from the NPDES program The term includes, but is not limited to, storm water discharges from industrial plant yards, immediate access roads and rail lines used or traveled by carriers of raw materials, manufactured products, waste material, or by-products used or created by the facility, material handling sites, refuse sites, sites used for the application or disposal of process wastewaters (as defined at 40 C F R section 401), sites used for the storage and maintenance of material handling equipment, sites used for residual treatment, storage, or disposal, shipping and receiving areas; manufacturing buildings; storage areas (including tank farms) for raw materials, and intermediate and finished products, and areas where industrial activity has taken place in the past and significant materials remain and are exposed to storm water The term does not include discharges from facilities or activities excluded from the NPDES program under 40 C F R section 122

Material handling activities include the storage, loading and unloading, transportation, or conveyance of any raw material, intermediate product, finished product, by-product, or waste product. The term excludes areas located on plant lands separate from the plant's industrial activities, such as office buildings and accompanying parking lots as long as the drainage from the excluded areas is not mixed with storm water drained from the above described areas Industrial facilities (including industrial facilities that are federally, State, or municipally owned or operated that meet the description of the facilities listed in this paragraph) include those facilities designated under 40 C F R section122.26(a)(1)(v)

Structural Controls
Any structural facility designed and constructed to mitigate the adverse impacts of storm water and urban runoff pollution

Total Suspended Solids (TSS)
The measure of the suspended solids in a water sample including inorganic substances such as soil particles, organic substances such as algae, aquatic plant/animal waste, and particles related to industrial/sewage waste, etc The TSS test measures the concentration of suspended solids in water by measuring the dry weight of a solid material contained in a known volume of a sub-sample of a collected water sample Results are reported in mg/L

Toxicity
The adverse response(s) of organisms to chemicals or physical agents ranging from mortality to physiological responses, such as impaired reproduction or growth anomalies

Trade Secret
Information, including a formula, pattern, compilation, program, device, method, technique, or process, that (1) derives independent economic value, actual or potential, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use, and (2) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy

Turbidity
The cloudiness of water quantified by the degree to which light traveling through a water column is scattered by the suspended organic and inorganic particles it contains The turbidity test is reported in Nephelometric Turbidity Units (NTU) or Jackson Turbidity Units (JTU).

Waters of the United States
Generally refers to surface waters, as defined for the purposes of the federal Clean Water Act

Water Quality Objectives
Defined in the California Water Code as limits or levels of water quality constituents or characteristics which are established for the reasonable protection of beneficial uses of water or the prevention of nuisance within a specific area

Water Quality Standards
Consists of beneficial uses, water quality objectives to protect those uses, an antidegradation policy, and policies for implementation. Water quality standards are established in Regional Water Quality Control Plans (Basin Plans) and statewide Water Quality Control Plans. U.S. EPA has also adopted water quality criteria (the same as objectives) for California in the National Toxics Rule and California Toxics Rule.

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Attachment A

ATTACHMENT D

PERMIT REGISTRATION DOCUMENTS (PRDs)

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)
GENERAL PERMIT FOR STORM WATER DISCHARGES
ASSOCIATED WITH INDUSTRIAL ACTIVITIES
(GENERAL PERMIT)

This Attachment provides an example of the information Dischargers are required to submit in the PRDs via the Storm Water Multiple Application and Report Tracking System (SMARTS). The actual PRD requirements are in Section II of this General Permit

A. Who Must Submit PRDs

All Dischargers that operate facilities as described in Attachment A of this General Permit are subject to either Notice of Intent (NOI) or No Exposure Certification (NEC) Coverage and shall comply with the PRD requirements in this General Permit

B. Who Is Not Required to Submit PRDs

Dischargers that operate facilities described below are not required to submit PRDs

1 Facilities that are not described in Attachment A,

2 Facilities that are described in Attachment A but do not have discharges of storm water associated with industrial activity to waters of the United States, or,

3 Facilities that are already covered by an NPDES permit for discharges of storm water associated with industrial activity

C. Annual Fees for NOI and NEC Coverage

Annual Fees for NOI and NEC coverage are established through regulations adopted by the State Water Board and are subject to change (see California Code of Regulations, title 23, section 2200 et seq.)

D. When and How to Apply

Dischargers proposing to conduct industrial activities subject to this General Permit must electronically certify and submit PRDs via the Storm Water Multiple Application

Reporting and Tracking System (SMARTS)[1] no less than seven (7) days prior to the commencement of industrial activity Existing Dischargers must submit PRDs for NOI coverage by July 1, 2015 or for NEC coverage by October 1, 2015

E. PRD Requirements for NOI Coverage

1. Notice of Intent (NOI) and Signed Electronic Authorization Form
2. Site Map (Section X.E of this General Permit)
3. Storm Water Pollution Prevention Plan (see Section X of this General Permit)

F. Description of PRDs for NOI Coverage

1 The Notice of Intent (NOI) requires the following information

a. Operator/Owner Information

Operator/Owner Company or Organization Name
Contact First Name
Contact Last Name
Title
Street Address
Address Line 2
City/State/Zip
Phone (e g 999-999-9999)
E-mail (e g abc@xyz com)
Federal Tax ID

b Facility Information

Facility Name
WDID Number (if applicable)
Contact First Name
Contact Last Name
Title
Street Address
Address Line 2
City
County
Phone (e.g. 999-999-9999)

[1] The State Water Board has developed the SMARTS online database system to handle registration and reporting under this General Permit More information regarding SMARTS and access to the database is available online at <https://smarts.waterboards.ca.gov> [as of June 26, 2013]

Emergency Phone (e.g. 999-999-9999)
E-mail (abc@xyz.com)
State/Zip CA
Total Site Size (Acres)
Latitude (Decimal degrees only, minimum 5 significant digits, e g 99 99999)
Longitude (Decimal degrees only, minimum 5 significant digits, e g 99 99999)
Total Percentage Site Imperviousness Area of Facility (Acres)
Total Areas of Industrial Activities and Materials Exposed to Precipitation
Primary SIC Code
Secondary SIC Code
Tertiary SIC Code
Regional Water Board

c. Billing Information

Billing Name
Contact First Name
Contact Last Name
Title
Street Address
Address Line 2
City/State/Zip
Phone (e g 999-999-9999)
E-mail (e g. abc@xyz.com)

d Receiving Water Information

Does your facility's storm water flow directly or indirectly into waters of the US such as river, lake, ocean, etc (check box for directly or indirectly)

I Indirectly to waters of the US

II Storm drain system - Enter owner's name

III Directly to waters of the US (e g , river, lake, creek, stream, bay, ocean, etc)

IV Name of the receiving water _____

2 The Site Map(s) shall include the following Information

a. The facility boundary,

b Storm water drainage areas within the facility boundary;

c. Portions of any drainage area impacted by discharges from surrounding areas and flow direction of each drainage area,

d On-facility surface water bodies,

e Areas of soil erosion,

f Location(s) of nearby water bodies (such as rivers, lakes, wetlands, etc),

g Location(s) of municipal storm drain inlets that may receive the facility's industrial storm water discharges and authorized Non-Storm Water Discharges (NSWDs);

h Locations of storm water collection and conveyance systems and associated points of discharge, and direction of flow,

ı. Any structural control measures (that affect industrial storm water discharges, authorized NSWDs, and run-on),

j All impervious areas of the facility, including paved areas, buildings, covered storage areas, or other roofed structures,

k Locations where materials are directly exposed to precipitation,

l Locations where significant spills or leaks identified (Section X G 1 d of this General Permit) have occurred;

m. Areas of industrial activity subject to this General Permit,

n. All storage areas and storage tanks,

o Shipping and receiving areas,

p. Fueling areas,

q. Vehicle and equipment storage/maintenance areas,

r. Material handling and processing areas,

s Waste treatment and disposal areas,

t Dust or particulate generating areas,

u Cleaning and material reuse areas, and,

v. Any other areas of industrial activity which may have potential pollutant sources.

3 The Storm Water Pollution Prevention Plan (SWPPP) must be prepared in accordance with Section X of this General Permit

4. A NOI Certification by the Discharger that all PRDs submitted are correct and true

5 SMARTS Electronic Authorization Form (Signed by any user authorized to certify and submit data electronically)

G. PRD Requirements for NEC Coverage

1. No Exposure Certification and Signed Electronic Authorization Form

2. No Exposure Certification Checklist Consistent with Requirements in Section XVII F.2 of this General Permit

3. Current Site Map Consistent with Requirements in Section X.E of this General Permit.

H. Description of PRDs for NEC Coverage

1 The No Exposure Certification requires the following information

a Operator/Owner Information

Operator/Owner Name
Contact First Name
Contact Last Name
Title

Street Address
Address Line 2
City/State/Zip
Phone Ex (999-999-9999)
E-mail (abc@xyz.com)
Federal Tax ID

b Facility Information

Facility Name
Contact First Name
Contact Last Name
Title
Street Address
Address Line 2
City
County
Phone Ex (999-999-9999)
Emergency Phone Ex (999-999-9999)
E-mail (abc@xyz com)
State/Zip CA
Total Site Size (Acres)
Latitude (Decimal degrees only, minimum 5 significant digits, Ex 99 99999)
Longitude (Decimal degrees only, minimum 5 significant digits, Ex 99 99999)
Percent of Site Imperviousness (%)
Primary SIC Code
Secondary SIC Code
Tertiary SIC Code
Regional Water Board

c. Billing Information

Billing Name (if different than Operator/Owner)
Contact First Name
Contact Last Name
Title
Street Address
Address Line 2
City/State/Zip
Phone E g (999-999-9999)
E-mail (e.g. abc@xyz com)

d SMARTS Electronic Authorization Form - Signed by any user authorized to certify and submit data electronically

e Certification by the Discharger that all PRDs submitted are correct and true and that the conditions of no-exposure have been met

2. The NEC Checklist (Section XVII.F.2 of this General Permit) must be prepared to demonstrate that, based upon a facility inspection and evaluation, none of the following industrial materials or activities are, or will be in the foreseeable future, exposed to precipitation

   a Activities such as using, storing, or cleaning industrial machinery or equipment, and areas with materials or residuals from these activities,

   b Materials or residuals on the ground or in storm water inlets from spills/leaks,

   c. Materials or products from past industrial activity,

   d Material handling equipment (except adequately maintained vehicles),

   e Materials or products during loading/unloading or transporting activities,

   f Materials or products stored outdoors (except final products intended for outside use, e g , new cars, where exposure to storm water does not result in the discharge of pollutants),

   g Materials contained in open, deteriorated or leaking storage drums, barrels, tanks, and similar containers,

   h Materials or products handled/stored on roads or railways owned or maintained by the Discharger;

   i Waste material (except waste in covered, non-leaking containers, e g , dumpsters) Application or disposal of processed wastewater (unless already covered by an NPDES permit), and,

   j. Particulate matter or visible deposits of residuals from roof stacks/vents evident in the storm water outflow

3. The Site Map(s) shall include the following information (see Section X E of this General Permit)

   a The facility boundary,

   b. Storm water drainage areas within the facility boundary,

   c. Portions of any drainage area impacted by discharges from surrounding areas and flow direction of each drainage area,

d On-facility surface water bodies,

e Areas of soil erosion,

f. Location(s) of nearby water bodies (such as rivers, lakes, wetlands, etc),

g Location(s) of municipal storm drain inlets that may receive the facility's industrial storm water discharges and authorized NSWDs,

h Locations of storm water collection and conveyance systems and associated points of discharge, and direction of flow,

i Any structural control measures (that affect industrial storm water discharges, authorized NSWDs, and run-on),

j All impervious areas of the facility, including paved areas, buildings, covered storage areas, or other roofed structures;

k Locations where materials are directly exposed to precipitation and the locations where significant spills or leaks identified (Section X G 1 d of this General Permit) have occurred,

l. Areas of industrial activity subject to this General Permit,

m All storage areas and storage tanks,

n Shipping and receiving areas,

o Fueling areas,

p Vehicle and equipment storage/maintenance areas;

q. Material handling and processing areas;

r Waste treatment and disposal areas,

s Dust or particulate generating areas,

t Cleaning and material reuse areas, and,

u Any other areas of industrial activity which may have potential pollutant sources.

I. Obtaining Coverage

To obtain coverage under this General Permit PRDs must be included and completed If any of the required items are missing, the PRD submittal is considered incomplete and will be rejected Upon receipt of a complete PRD submittal, the State Water Board will process the application package in the order received and assign a (WDID) number

J. Additional Information

The Water Board may require the submittal of additional information in SMARTS if required to determine the appropriate fee for the facility as specified by the fee regulations

K. Questions

If you have any questions on completing the PRDs or about SMARTS, please email stormwater@waterboards ca gov or call (866) 563-3107

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ATTACHMENT E

LIST OF TOTAL MAXIMUM DAILY LOADS (TMDLS) APPLICABLE TO INDUSTRIAL STORM WATER DISCHARGERS

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)
GENERAL PERMIT FOR STORM WATER DISCHARGES
ASSOCIATED WITH INDUSTRIAL ACTIVITIES
(GENERAL PERMIT)

The following table contains a list of Regional Water Board adopted and/or U.S. EPA established/approved TMDLs, as of the adoption date of this General Permit, that are applicable to industrial storm water Dischargers. TMDLs adopted/established after the effective date of the General Permit may, at the Water Boards discretion, be included in this General Permit. This General Permit may be reopened to amend TMDL-specific permit requirements in this Attachment E, or to incorporate new TMDLs adopted during the term of this General Permit that include requirements applicable to Dischargers covered by this General Permit.

Water Body	Pollutant
San Francisco Bay Regional Water Quality Control Board	
Napa River	Sediment
Sonoma Creek	Sediment
Los Angeles Regional Water Quality Control Board	
Santa Clara River Reach 3	Chloride
Santa Clara River	Nutrients
Los Angeles River	Metals
Los Angeles River	Nutrients
San Gabriel River	Metals and Selenium
Santa Monica Bay	Nearshore Debris
Machado Lake	Nutrient
Harbor Beaches of Ventura	Bacteria
Ballona Creek	Metals
Ballona Creek Estuary	Toxic Pollutants
Los Angeles Harbor	Bacteria
Marina del Rey Back Basins	Bacteria
Santa Clara River	Bacteria
Walker Creek,	Mercury
Oxnard Drain No. 3	Pesticides, PCBs[1] and Sediment Toxicity
Long Beach City Beaches and Los Angeles River Estuary	Indicator Bacteria
Los Angeles and Long Beach Harbors	Toxic and Metals

[1] Polychlorinated biphenyls

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ATTACHMENT E

LIST OF TOTAL MAXIMUM DAILY LOADS (TMDLS) APPLICABLE TO INDUSTRIAL STORM WATER DISCHARGERS

Los Angeles Area Lakes	Nitrogen, Phosphorus, Mercury, Trash, Organochlorine Pesticides and PCBs
Santa Monica Bay	DDTs and PCBs
Machado Lake	Toxics
Colorado Lagoon	Pesticides, Polycyclic aromatic hydrocarbons, PCBs, and Metals
Calleguas Creek Watershed	Salts
Calleguas Creek Watershed	Metals and Selenium
Ballona Creek, Ballona Estuary, and Sepulveda Channel	Bacteria
Marina Del Rey Harbor-Back Basins	Copper, Lead, Zinc, and Chlordane, and Total PCBs
Los Cerritos Channel	Metals
Santa Ana Regional Water Quality Control Board	
San Diego Creek and Newport Bay	Toxic Pollutants
San Diego Regional Water Quality Control Board	
Chollas Creek	Diazinon
Chollas Creek	Copper, Lead, and Zinc
Los Peñasquitos Lagoon	Sediment
Rainbow Creek	Total Nitrogen and Total Phosphorus
Shelter Island Yacht Basin	Dissolved Copper
Baby Beach in Dana Point Harbor and Shelter Island Shoreline Park in SD Bay	Indicator Bacteria
Twenty Beaches and Creeks	Indicator Bacteria

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ATTACHMENT F

EFFLUENT LIMITATION GUIDELINES (ELGs)

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)
GENERAL PERMIT FOR STORM WATER DISCHARGES
ASSOCIATED WITH INDUSTRIAL ACTIVITIES
(GENERAL PERMIT)

The following Parts of federal regulations at 40 Code of Federal Regulations Chapter I Subchapter N (Subchapter N) contain ELGs approved by US EPA for specific categories of industrial storm water discharges:

Point Source Category	ELGs[1]
Part 411 - Cement Manufacturing	 411.pdf
Part 418 - Fertilizer Manufacturing	 418.pdf
Part 419 - Petroleum Refining	 419.pdf
Part 422 - Phosphate Manufacturing	 422.pdf
Part 423 - Steam Electric Power Generating	 423.pdf

[1] The applicable ELGs are attached to this Attachment F. To view the attachments from an electronic (pdf) version of this Attachment F, left-click on the paper clip icon to the left of this pdf file to make the attachment window appear, then double-click on the icons of the attached pdf files. The attachments are also available on the Industrial Storm Water program pages of the State Water Resources Control Board's website (www.waterboards.ca.gov).

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ATTACHMENT F

EFFLUENT LIMITATION GUIDELINES (ELGs)

Point Source Category	ELGs[2]
Part 429 - Wetting of logs at wet deck storage areas	429.pdf
Part 434 - Coal Mining	434.pdf
Part 436 - Mineral Mining And Processing	436.pdf
Part 440 - Ore Mining And Dressing	440.pdf
Part 443 - Paving And Roofing Materials (Tars And Asphalt)	443.pdf
Part 445 - Landfills	445.pdf
Part 449 - Airport Deicing	449.pdf

2 The applicable ELGs are attached to this Attachment F. To view the attachments from an electronic (pdf) version of this Attachment F, left-click on the paper clip icon to the left of this pdf file to make the attachment window appear, then double-click on the icons of the attached pdf files The attachments are also available on the Industrial Storm Water program pages of the State Water Resources Control Board's website (www.waterboards.ca.gov).

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ATTACHMENT F

EFFLUENT LIMITATION GUIDELINES (ELGs)

New Source Performance Standards

New source performance standards (NSPS) represent the best available demonstrated control technology standards. US EPA has established NSPS guidelines for the industries found in the Table below. The intent of NSPS guidelines is to set effluent limitations that represent state-of-the-art treatment technology for new sources.[3]

Table 1 - Storm Water Specific NSPS Effluent Limitation Guidelines

Regulated Discharge	40 CFR Section	Multi Sector General Permit Sector	NSPS	Date New Source Data Established
Discharge resulting from spray down or intentional wetting of logs as wet deck storage areas	Part 429, Subpart I	A	Yes	1/26/81
Runoff from phosphate fertilizer manufacturing facilities that comes into contact with any raw materials, finished products, by-products or waste products (SIC 2874)	Part 418, Subpart A	C	Yes	4/8/74
Runoff from asphalt emulsion facilities	Part 443, Subpart A	D	Yes	7/28/75
Runoff from materials storage piles at cement manufacturing facilities	Part 411, Subpart C	E	Yes	2/20/74
Mine dewatering discharges at crushed stone, construction sand and gravel, or industrial sand mining facilities	Part 436, Subparts B, C, D	J	No	N/A
Runoff from hazardous waste and non-hazardous waste landfills	Part 445, Subparts A and B	K, L	Yes	2/2/00
Runoff from coal storage piles at steam electric generating facilities	Part 423	O	Yes	11/19/82 & 10/8/74
Discharges from primary airports with over 1,000 annual jet departures that conduct deicing operations.	Part 449, Subpart A	S	Yes	NA

[3] New source means any building, structure, facility, or installation from which there is or may be a "discharge of pollutants," the construction of which commenced: (1) After promulgation of standards of performance under section 306 of CWA which are applicable to such source, or (2) After proposal of standards of performance in accordance with section 306 of CWA which are applicable to such source, but only if the standards are promulgated in accordance with section 306 within 120 days of their proposal as defined in 40 C.F.R section 122.26.

Attachment A

ATTACHMENT G

REQUIREMENTS FOR DISCHARGERS WHO HAVE BEEN GRANTED AN OCEAN PLAN EXCEPTION FOR DISCHARGES TO ASBS

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)
GENERAL PERMIT FOR STORM WATER DISCHARGES ASSOCIATED
WITH INDUSTRIAL ACTIVITIES
(GENERAL PERMIT)

A. Areas of Special Biological Significance (ASBS)

1 ASBS are defined in the California Ocean Plan as "those areas designated by the State Water Board as ocean areas requiring protection of species or biological communities to the extent that alteration of natural water quality is undesirable "

2 The California Ocean Plan prohibits the discharge of waste to ASBS.

3 The California Ocean Plan authorizes the State Water Board to grant an exception to Ocean Plan provisions where the board determines that the exception will not compromise protection of ocean waters for beneficial uses and the public interest will be served.

4 On March 20, 2012, the State Water Board adopted Resolution 2012-0012 (amended by Resolution 2012-0031 on June 19, 2012) which contained a general exception to the California Ocean Plan for discharges of storm water and non-point sources (ASBS Exception) This resolution also contains the Special Protections that are to be implemented for direct discharges to ASBS. Resolution 2012-0012 is hereby incorporated by reference and its requirements must be complied with by industrial storm water Dischargers discharging directly to ASBS

5 This General Permit requires Dischargers who have been granted an Ocean Plan exception for discharges to ASBS to comply with the requirements contained in the Special Protections. These requirements are contained below

B. ASBS Non-Storm Water Discharges

1. The term "ASBS Non-Storm Water Discharges" means any waste discharges from a municipal separate storm sewer system (MS4) or other NPDES permitted storm drain system to an ASBS that are not comprised entirely of storm water

2 Only the following ASBS Non-Storm Water Discharges are allowed, provided that the discharges are essential for emergency response purposes, structural stability, slope stability or occur naturally

a. Discharges associated with emergency fire fighting operations

b Foundation and footing drains

c. Water from crawl space or basement pumps

d Hillside dewatering.

e Naturally occurring groundwater seepage via a storm drain

f Non-anthropogenic flows from a naturally occurring stream via a culvert or storm drain, as long as there are no contributions of anthropogenic runoff

3 Authorized ASBS Non- Storm Water Discharges shall not cause or contribute to a violation of the water quality objectives in Chapter II of the Ocean Plan nor alter natural ocean water quality in an ASBS

4 At the San Clemente Island ASBS, discharges incidental to military training and research, development, test, and evaluation operations are allowed Discharges incidental to underwater demolition and other in-water explosions are not allowed in the two military closure areas in the vicinity of Wilson Cove and Castle Rock Discharges must not result in a violation of the water quality objectives, including the protection of the marine aquatic life beneficial use, anywhere in the ASBS

5 At the San Nicolas Island and Begg Rock ASBS, discharges incidental to military research, development, testing, and evaluation of, and training with, guided missile and other weapons systems, fleet training exercises, small-scale amphibious warfare training, and special warfare training are allowed Discharges incidental to underwater demolition and other in-water explosions are not allowed Discharges must not result in a violation of the water quality objectives, including the protection of the marine aquatic life beneficial use, anywhere in the ASBS

C. ASBS Compliance Plan

1 State Water Board Resolution 2012-0012 grants an exception to the Ocean Plan's prohibition on discharges to ASBS (ASBS Exception) to applicants who were identified as Dischargers of industrial storm water to ASBS (ASBS Dischargers) Each ASBS Discharger shall specifically address the prohibition of ASBS Non-Storm Water Discharges and the requirement to maintain natural water quality for industrial storm water discharges to an ASBS in an ASBS Compliance Plan to be included in the ASBS Discharger's SWPPP The ASBS Compliance Plan is subject to approval by the Executive Director of the State Water Board The ASBS Compliance Plan shall include

Attachment A

a. A map of surface drainage of storm water runoff, showing areas of sheet runoff and priority discharges, and a description of any structural Best Management Practices (BMPs) already employed and/or BMPs to be employed in the future Priority discharges are those that pose the greatest water quality threat and which are identified as requiring installation of structural BMPs The map shall also show the storm water conveyances in relation to other features such as service areas, sewage conveyances and treatment facilities, landslides, areas prone to erosion, and waste and hazardous material storage areas, if applicable The SWPPP shall also include a procedure for updating the map and plan when changes are made to the storm water conveyance facilities.

b A description of the measures by which all unauthorized ASBS Non-Storm Water Discharges (e g , dry weather flows) has been eliminated, how these measures will be maintained over time, and how these measures are monitored and documented.

c A description of how pollutant reductions in storm water runoff, that are necessary to comply with these special conditions, will be achieved through BMPs Structural BMPs need not be installed if the Discharger can document to the satisfaction of the Executive Director that such installation would pose a threat to health or safety BMPs to control storm water runoff discharges (at the end-of-pipe) during a design storm shall be designed to achieve on average the following target levels.

1) Table B Instantaneous Maximum Water Quality Objectives in Chapter II of the Ocean Plan, or

2) A 90% reduction in pollutant loading during storm events, for the applicant's total discharges

The baseline date for the reduction is March 20, 2012 (the effective date of the ASBS Exception), except for those structural BMPs installed between January 1, 2005 and the adoption of these special protections The reductions must be achieved and documented by March 20, 2018

d A description of how the ASBS Discharger will address erosion and the prevention of anthropogenic sedimentation in the ASBS The natural habitat conditions in the ASBS shall not be altered as a result of anthropogenic sedimentation.

e. A description of the non-structural BMPs currently employed and planned in the future (including those for construction activities), and include an implementation schedule. The ASBS Compliance Plan shall also describe the structural BMPs, including any low impact development (LID) measures, currently employed and planned for higher threat discharges and include an

implementation schedule To control storm water runoff discharges (at the end-of-pipe) during a design storm, ASBS Dischargers must first consider using LID practices to infiltrate, use, or evapotranspiration storm water runoff on-site The BMPs and implementation schedule shall be designed to ensure that natural water quality conditions in the receiving water are achieved and maintained by either reducing flows from impervious surfaces or reducing pollutant loading, or some combination thereof

D. Reporting

If the results of the receiving water monitoring described in Section F. below (Sampling and Analysis Requirements) indicate that the storm water runoff is causing or contributing to an alteration of natural ocean water quality in the ASBS, the ASBS Discharger shall submit a report to the State Water Board within 30 days of receiving the results

1. The report shall identify the constituents in storm water runoff that alter natural ocean water quality and the sources of these constituents

2 The report shall describe BMPs that are currently being implemented, BMPs that are identified in the SWPPP for future implementation, and any additional BMPs that may be added to the SWPPP to address the alteration of natural water quality The report shall include a new or modified implementation schedule for the BMPs

3 Within 30 days of the approval of the report by the Executive Director, the ASBS Discharger shall revise its ASBS Compliance Plan to incorporate any new or modified BMPs that have been or will be implemented, the implementation schedule, and any additional monitoring required

4 As long as the ASBS Discharger has complied with the procedures described above and is implementing the revised SWPPP, the Discharger does not have to repeat the same procedure for continuing or recurring exceedances of natural ocean water quality conditions due to the same constituent

5 Compliance with this section does not excuse violations of any term, prohibition, or special condition contained in the Special Protections of the ASBS Exception

E. Compliance Schedule

1 As of March 20, 2012, all unauthorized ASBS Non-Storm Water Discharges (e g., dry weather flow) were effectively prohibited

2 By September 20, 2013, the Discharger shall submit a draft written ASBS Compliance Plan to the Executive Director that describes its strategy to comply with these special conditions, including the requirement to maintain natural water

quality in the affected ASBS. The ASBS Compliance Plan shall include a description of appropriate non-structural controls and a time schedule to implement structural controls (implementation schedule) to comply with these special conditions for inclusion in the Discharger's SWPPP

3 By September 20, 2014, the Discharger shall submit the final ASBS Compliance Plan, including a description and final schedule for structural controls based on the results of runoff and receiving water monitoring

4 By September 20, 2013, any non-structural controls that are necessary to comply with these special conditions shall be implemented.

5 By March 20, 2018, any structural controls identified in the ASBS Compliance Plan that are necessary to comply with these special conditions shall be operational

6 By March 20, 2018, all Dischargers must comply with the requirement that their discharges into the affected ASBS maintain natural ocean water quality. If the initial results of post-storm receiving water quality testing indicate levels higher than the 85th percentile threshold of reference water quality data and the pre-storm receiving water levels, then the Discharger must re-sample the receiving water, pre- and post-storm If after re-sampling the post-storm levels are still higher than the 85th percentile threshold of reference water quality data, and the pre-storm receiving water levels, for any constituent, then natural ocean water quality is exceeded. See Flowchart at the end of this Attachment

7 The Executive Director may only authorize additional time to comply with the special conditions 5 and 6, above if good cause exists to do so. Good cause means a physical impossibility or lack of funding

If a Discharger claims physical impossibility, it shall notify the Board in writing within thirty (30) days of the date that the Discharger first knew of the event or circumstance that caused or would cause it to fail to meet the deadline in 5. or 6. The notice shall describe the reason for the noncompliance or anticipated noncompliance and specifically refer to this Section of these requirements It shall describe the anticipated length of time the delay in compliance may persist, the cause or causes of the delay as well as measures to minimize the impact of the delay on water quality, the measures taken or to be taken by the Discharger to prevent or minimize the delay, the schedule by which the measures will be implemented, and the anticipated date of compliance. The Discharger shall adopt all reasonable measures to avoid and minimize such delays and their impact on water quality

The Discharger may request an extension of time for compliance based on lack of funding The request for an extension shall require:

a for municipalities, a demonstration of significant hardship to Discharger ratepayers, by showing the relationship of storm water fees to annual household income for residents within the Discharger's jurisdictional area, and the Discharger has made timely and complete applications for all available bond and grant funding, and either no bond or grant funding is available, or bond and/or grant funding is inadequate, or

b for other governmental agencies, a demonstration and documentation of a good faith effort to acquire funding through that agency's budgetary process, and a demonstration that funding was unavailable or inadequate

F Additional Requirements – Waterfront and Marine Operations

In addition to the above provisions, a Discharger with waterfront and marine operations shall comply with the following

1 For discharges related to waterfront and marine operations, the Discharger shall develop a Waterfront and Marine Operations Management Plan (Waterfront Plan) This plan shall contain appropriate Management Measures/Practices to address nonpoint source pollutant discharges to the affected ASBS

a The Waterfront Plan shall contain appropriate Management Measures/Practices for any waste discharges associated with the operation and maintenance of vessels, moorings, piers, launch ramps, and cleaning stations in order to ensure that beneficial uses are protected and natural water quality is maintained in the affected ASBS

b For discharges from marinas and recreational boating activities, the Waterfront Plan shall include appropriate Management Measures, described in The Plan for California's Nonpoint Source Pollution Control Program, for marinas and recreational boating, or equivalent practices, to ensure that nonpoint source pollutant discharges do not alter natural water quality in the affected ASBS.

c. The Waterfront Plan shall include Management Practices to address public education and outreach to ensure that the public is adequately informed that waste discharges to the affected ASBS are prohibited or limited by special conditions in these Special Protections The management practices shall include appropriate signage, or similar measures, to inform the public of the ASBS restrictions and to identify the ASBS boundaries

d The Waterfront Plan shall include Management Practices to address the prohibition against trash discharges to ASBS. The Management Practices shall include the provision of adequate trash receptacles for marine recreation areas, including parking areas, launch ramps, and docks The plan shall also include appropriate Management Practices to ensure that the receptacles are

adequately maintained and secured in order to prevent trash discharges into the ASBS Appropriate Management Practices include covering the trash receptacles to prevent trash from being windblown, staking or securing the trash receptacles so they don't tip over, and periodically emptying the receptacles to prevent overflow.

e The Discharger shall submit its Waterfront Plan to the State Water Board Executive Director by September 20, 2012. The Waterfront Plan is subject to approval by the State Water Board Executive Director The plan must be fully implemented within by September 20, 2013

2 The discharge of chlorine, soaps, petroleum, other chemical contaminants, trash, fish offal, or human sewage to ASBS is prohibited Sinks and fish cleaning stations are point source discharges of wastes and are prohibited from discharging into ASBS Anthropogenic accumulations of discarded fouling organisms on the sea floor must be minimized

3 Limited-term activities, such as the repair, renovation, or maintenance of waterfront facilities, including, but not limited to, piers, docks, moorings, and breakwaters, are authorized only in accordance with Chapter III E 2 of the Ocean Plan.

4. If the Discharger anticipates that the Discharger will fail to fully implement the approved Waterfront Plan within the 18 month deadline, the Discharger shall submit a technical report as soon as practicable to the Executive Director. The technical report shall contain reasons for failing to meet the deadline and propose a revised schedule to fully implement the plan

5 The State Water Board may, for good cause, authorize additional time to comply with the Waterfront Plan Good cause means a physical impossibility or lack of funding

If a Discharger claims physical impossibility, it shall notify the Board in writing within thirty (30) days of the date that the Discharger first knew of the event or circumstance that caused or would cause it to fail to meet the deadline in Section F 1 e above The notice shall describe the reason for the noncompliance or anticipated noncompliance and specifically refer to this Section of this Attachment. It shall describe the anticipated length of time the delay in compliance may persist, the cause or causes of the delay as well as measures to minimize the impact of the delay on water quality, the measures taken or to be taken by the Discharger to prevent or minimize the delay, the schedule by which the measures will be implemented, and the anticipated date of compliance. The Discharger shall adopt all reasonable measures to avoid and minimize such delays and their impact on water quality. The Discharger may request an extension of time for compliance based on lack of funding The request for an extension shall require

a a demonstration of significant hardship by showing that the Discharger has made timely and complete applications for all available bond and grant funding, and either no bond or grant funding is available, or bond and/or grant funding is inadequate

b for governmental agencies, a demonstration and documentation of a good faith effort to acquire funding through that agency's budgetary process, and a demonstration that funding was unavailable or inadequate

G. Sampling and Analysis Requirements

1 Monitoring is mandatory for all ASBS Dischargers to assure compliance with the Ocean Plan Monitoring requirements include both (1) Core Discharge Monitoring and (2) Ocean Receiving Water Monitoring (see Sections H and I below). The State and Regional Water Boards must approve sampling site locations and any adjustments to the monitoring programs All ocean receiving water and reference area monitoring must be comparable with the Water Boards' Surface Water Ambient Monitoring Program (SWAMP).

2 Safety concerns Sample locations and sampling periods must be determined considering safety issues Sampling may be postponed upon notifying the Executive Director that hazardous conditions prevail

3 Analytical Chemistry Methods: All constituents must be analyzed using the lowest minimum detection limits comparable to the Ocean Plan water quality objectives For metal analysis, all samples, including storm water effluent, reference samples, and ocean receiving water samples, must be analyzed by the approved analytical method with the lowest minimum detection limits (currently Inductively Coupled Plasma/Mass Spectrometry) described in the Ocean Plan

H. Core Discharge Monitoring Program

1 General sampling requirements for timing and storm size

Runoff must be collected during a storm event that is greater than 0 1 inch and generates runoff, and at least 72 hours from the previously measurable storm event. Runoff samples shall be collected during the same storm and at approximately the same time when post-storm receiving water is sampled, and analyzed for the same constituents as receiving water and reference site samples as described in Section I below

2 Runoff flow measurements

a For industrial storm water outfalls in existence as of December 31, 2007, 18 inches (457mm) or greater in diameter/width (including multiple outfall pipes in combination having a width of 18 inches, runoff flows must be

measured or calculated, using a method acceptable to and approved by the Executive Director

b This will be reported annually for each precipitation season to the Executive Director

3 Runoff samples – storm events

a For outfalls equal to or greater than 18 inches (0 46m) in diameter or width 1) samples of storm water runoff shall be collected during the same storm as receiving water samples and analyzed for oil and grease, total suspended solids, and, if within the range of the southern sea otter, indicator bacteria or some other measure of fecal contamination, and 2) samples of storm water runoff shall be collected and analyzed for critical life stage chronic toxicity (one invertebrate or algal species) at least once during each storm season when receiving water is sampled in the ASBS

b. For outfalls equal to or greater than 36 inches (0 91m) in diameter or width

1) samples of storm water runoff shall be collected during the same storm as receiving water samples and analyzed for oil and grease, total suspended solids, and, if within the range of the southern sea otter, indicator bacteria or some other measure of fecal contamination, and

2) samples of storm water runoff shall be further collected during the same storm as receiving water samples and analyzed for Ocean Plan Table B metals (provided at the end of this Attachment) for protection of marine life, Ocean Plan polynuclear aromatic hydrocarbons (PAHs), current use pesticides (pyrethroids and OP pesticides), and nutrients (ammonia, nitrate and phosphates), and

3) samples of storm water runoff shall be collected and analyzed for critical life stage chronic toxicity (one invertebrate or algal species) at least once during each storm season when receiving water is sampled in the ASBS

4) if an ASBS Discharger has no outfall greater than 36 inches, then storm water runoff from the applicant's largest outfall shall be further collected during the same storm as receiving water samples and analyzed for Ocean Plan Table B metals (provided at the end of this Attachment) for protection of marine life, Ocean Plan polynuclear aromatic hydrocarbons (PAHs), current use pesticides (pyrethroids and OP pesticides), and nutrients (ammonia, nitrate and phosphates)

c For an applicant not participating in a regional integrated monitoring program [see below in Section I 3] in addition to the sampling requirements in Section H 3 a and b above, a minimum of the two largest outfalls or 20 percent of the

larger outfalls, whichever is greater, shall be sampled (flow weighted composite samples) at least three times annually during wet weather (storm event) and analyzed for all Ocean Plan Table A constituents, Table B constituents (Table A and B constituents are provided at the end of this Attachment) for marine aquatic life protection (except for toxicity, only chronic toxicity for three species shall be required), DDT, PCBs, Ocean Plan PAHs, OP pesticides, pyrethroids, nitrates, phosphates, and Ocean Plan indicator bacteria For parties discharging to ASBS in more than one Regional Water Board region, at a minimum, one (the largest) such discharge shall be sampled annually in each Region.

d The Executive Director may reduce or suspend core monitoring once the storm runoff is fully characterized This determination may be made at any point after the discharge is fully characterized, but is best made after the monitoring results from the first permit cycle are assessed

I. Ocean Receiving Water and Reference Area Monitoring Program

1 In addition to performing the Core Discharge Monitoring Program in Section H above, all ASBS Dischargers must perform ocean receiving water monitoring In order to fulfill the requirements for monitoring the physical, chemical, and biological characteristics of the ocean receiving waters within their ASBS, ASBS Dischargers may choose either (1) an individual monitoring program, or (2) participation in a regional integrated monitoring program

2 Individual Monitoring Program The requirements listed below are for those ASBS Dischargers who elect to perform an individual monitoring program to fulfill the requirements for monitoring the physical, chemical, and biological characteristics of the ocean receiving waters within the affected ASBS. In addition to Core Discharge Monitoring, the following additional monitoring requirements shall be met

a Three times annually, during wet weather (storm events), the receiving water at the point of discharge from the outfalls described in Section H 3 above shall be sampled and analyzed for Ocean Plan Table A constituents, Table B constituents (Table A and B constituents are provided at the end if this Attachment) for marine aquatic life, DDT, PCBs, Ocean Plan PAHs, OP pesticides, pyrethroids, nitrates, phosphates, salinity, chronic toxicity (three species), and Ocean Plan indicator bacteria

The sample location for the ocean receiving water shall be in the surf zone at the point of discharges, this must be at the same location where storm water runoff is sampled. Receiving water shall be sampled prior to (pre-storm), and during (or immediately after) the same storm (post-storm) Post-storm sampling shall be during the same storm and at approximately the same time as when the runoff is sampled. Reference water quality shall also be

sampled three times annually and analyzed for the same constituents pre-storm and post-storm, during the same storm seasons when receiving water is sampled. Reference stations will be determined by the State Water Board's Division of Water Quality and the applicable Regional Water Board(s).

b Sediment sampling shall occur at least three times during every five (5) year period. The subtidal sediment (sand or finer, if present) at the discharge shall be sampled and analyzed for Ocean Plan Table B constituents (provided at the end of this Attachment) for marine aquatic life, DDT, PCBs, PAHs, pyrethroids, and OP pesticides. For sediment toxicity testing, only an acute toxicity test using the amphipod Eohaustorius estuarius must be performed

c A quantitative survey of intertidal benthic marine life shall be performed at the discharge and at a reference site The survey shall be performed at least once every five (5) year period The survey design is subject to approval by the Regional Water Board and the State Water Board's Division of Water Quality The results of the survey shall be completed and submitted to the State Water Board and Regional Water Board at least six months prior to the end of the permit cycle

d Once during each five (5) year period, a bioaccumulation study shall be conducted to determine the concentrations of metals and synthetic organic pollutants at representative discharge sites and at representative reference sites. The study design is subject to approval by the Regional Water Board and the State Water Board's Division of Water Quality The bioaccumulation study may include California mussels (Mytilus californianus) and/or sand crabs (Emerita analoga or Blepharipoda occidentalis) Based on the study results, the Regional Water Board and the State Water Board's Division of Water Quality, may adjust the study design in subsequent permits, or add or modify additional test organisms (such as shore crabs or fish), or modify the study design appropriate for the area and best available sensitive measures of contaminant exposure

e Marine Debris Representative quantitative observations for trash by type and source shall be performed along the coast of the ASBS within the influence of the ASBS Discharger's outfalls The design, including locations and frequency, of the marine debris observations is subject to approval by the Regional Water Board and State Water Board's Division of Water Quality

f The monitoring requirements of the Individual Monitoring Program in this Section are minimum requirements. After a minimum of one (1) year of continuous water quality monitoring of the discharges and ocean receiving waters, the Executive Director of the State Water Board may require additional monitoring, or adjust, reduce or suspend receiving water and reference station monitoring This determination may be made at any point

after the discharge and receiving water is fully characterized, but is best made after the monitoring results from the first permit cycle are assessed

3 Regional Integrated Monitoring Program ASBS Dischargers may elect to participate in a regional integrated monitoring program, in lieu of an individual monitoring program, to fulfill the requirements for monitoring the physical, chemical, and biological characteristics of the ocean receiving waters within their ASBS This regional approach shall characterize natural water quality, pre- and post-storm, in ocean reference areas near the mouths of identified open space watersheds and the effects of the discharges on natural water quality (physical, chemical, and toxicity) in the ASBS receiving waters, and should include benthic marine aquatic life and bioaccumulation components The design of the ASBS stratum of a regional integrated monitoring program may deviate from the otherwise prescribed individual monitoring approach (in Section I 2) if approved by the State Water Board's Division of Water Quality and the Regional Water Boards

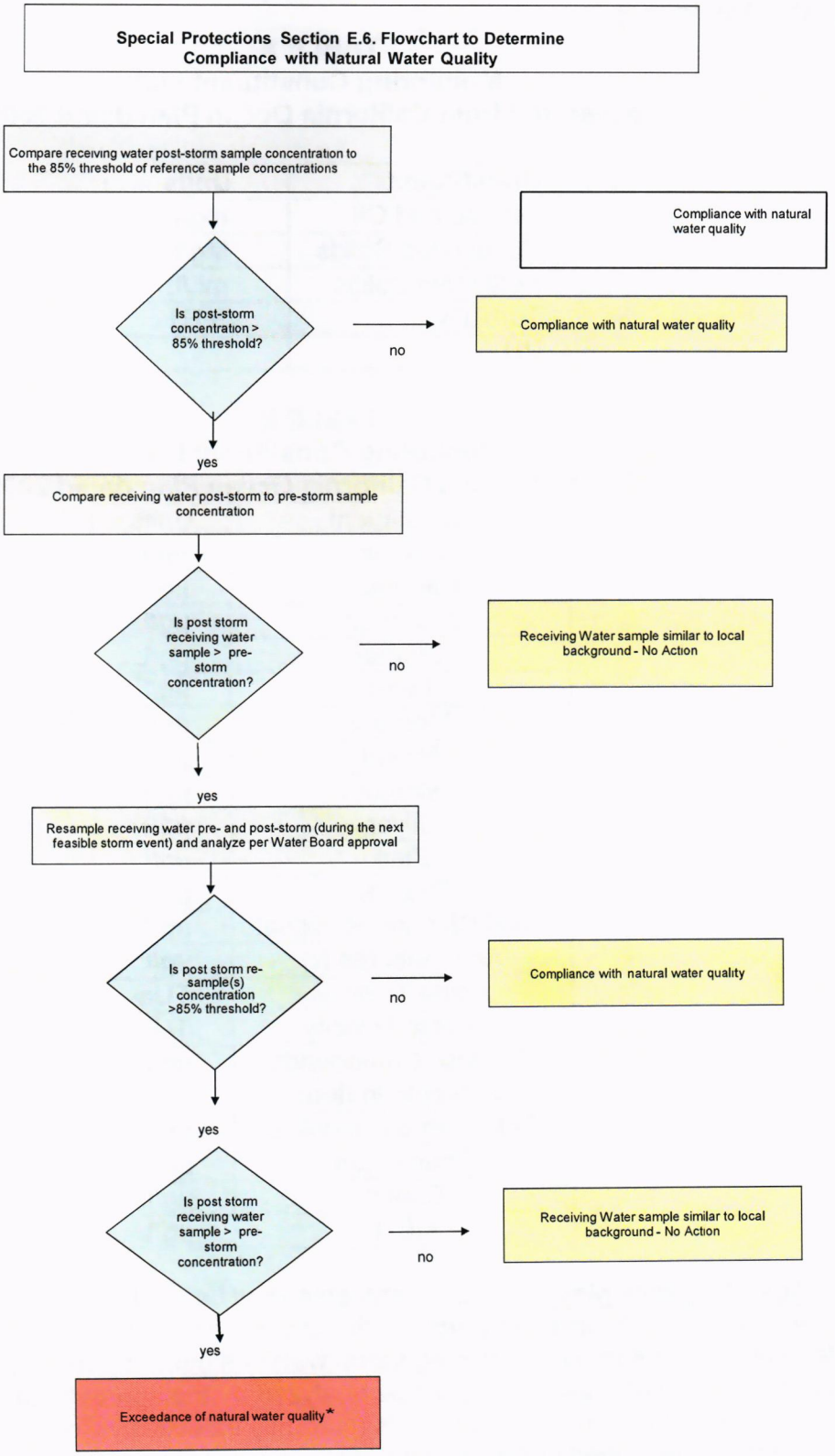
a Ocean reference areas shall be located at the drainages of flowing watersheds with minimal development (in no instance more than 10% development), and shall not be located in CWA Section 303(d) listed waterbodies or have tributaries that are 303(d) listed Reference areas shall be free of wastewater discharges and anthropogenic non-storm water runoff A minimum of low threat storm runoff discharges (e.g. stream highway overpasses and campgrounds) may be allowed on a case-by-case basis Reference areas shall be located in the same region as the ASBS receiving water monitoring occurs The reference areas for each Region are subject to approval by the participants in the regional integrated monitoring program, the State Water Board's Division of Water Quality and the applicable Regional Water Board(s) A minimum of three ocean reference water samples must be collected from each station, each from a separate storm during the same storm season that receiving water is sampled A minimum of one reference location shall be sampled for each ASBS receiving water site sampled per responsible party For parties discharging to ASBS in more than one Regional Water Board region, at a minimum, one reference station and one receiving water station shall be sampled in each region

b. ASBS ocean receiving water must be sampled in the surf zone at the location where the runoff makes contact with ocean water (i e at "point zero") Ocean receiving water stations must be representative of worst-case discharge conditions (i e. co-located at a large drain greater than 36 inches, or if drains greater than 36 inches are not present in the ASBS then the largest drain greater than18 inches) Ocean receiving water stations are subject to approval by the participants in the regional monitoring program and the State Water Board's Division of Water Quality and the applicable Regional Water Board(s) A minimum of three ocean receiving water samples must be collected during each storm season from each station, each from a separate

storm A minimum of one receiving water location shall be sampled in each ASBS per responsible party in that ASBS For parties discharging to ASBS in more than one Regional Water Board region, at a minimum, one reference station and one receiving water station shall be sampled in each region

c Reference and receiving water sampling shall commence during the first full storm season following the adoption of these special conditions, and post-storm samples shall be collected during the same storm event when storm water runoff is sampled Sampling shall occur in a minimum of two storm seasons For those ASBS Dischargers that have already participated in the Southern California Bight 2008 ASBS regional monitoring effort, sampling may be limited to only one storm season

d. Receiving water and reference samples shall be analyzed for the same constituents as storm water runoff samples At a minimum, constituents to be sampled and analyzed in reference and discharge receiving waters must include oil and grease, total suspended solids, Ocean Plan Table B metals (provided at the end of this Attachment) for protection of marine life, Ocean Plan PAHs, pyrethroids, OP pesticides, ammonia, nitrate, phosphates, and critical life stage chronic toxicity for three species. In addition, within the range of the southern sea otter, indicator bacteria or some other measure of fecal contamination shall be analyzed.



* When an exceedance of natural water quality occurs, the Discharger must comply with Section D Note, when sampling data is available, end-of-pipe effluent concentrations will be considered by the Water Boards in making this determination

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ATTACHMENT G

ASBS Monitoring

TABLE A
Monitoring Constituent List
(excerpted from California Ocean Plan dated 2009)

Constituent	Units
Grease and Oil	mg/L
Suspended Solids	Mg/L
Settleable Solids	mL/L
Turbidity	NTU
PH	

TABLE B
Monitoring Constituent List
(Excerpted from California Ocean Plan dated 2009)

Constituent	Units
Arsenic	µg/L
Cadmium	µg/L
Chromium	µg/L
Copper	µg/L
Lead	µg/L
Mercury	µg/L
Nickel	µg/L
Selenium	µg/L
Silver	µg/L
Zinc	µg/L
Cyanide	µg/L
Total Chlorine Residual	µg/L
Ammonia (as N)	µg/L
Acute Toxicity	TUa
Chronic Toxicity	TUc
Phenolic Compounds (non-chlorinated)	µg/L
Chlorinated Phenolics	µg/L
Endosulfan	µg/L
Endrin	µg/L
HCH	µg/L

Analytical Chemistry Methods: All constituents shall be analyzed using the lowest minimum detection limits comparable to the Ocean Plan water quality objectives. For metal analysis, all samples, including storm water effluent, reference samples, and ocean receiving water samples, shall be analyzed by the approved analytical method with the lowest minimum detection limits (currently Inductively Coupled Plasma/Mass Spectrometry) described in the Ocean Plan.

Attachment A

ATTACHMENT H

SAMPLE COLLECTION AND HANDLING INSTRUCTIONS

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)
GENERAL PERMIT FOR STORM WATER DISCHARGES
ASSOCIATED WITH INDUSTRIAL ACTIVITIES
(GENERAL PERMIT)

For more detailed guidance, Dischargers should refer to the U S EPA's "Industrial Stormwater Monitoring and Sampling Guide," dated March 2009, available at· http://www epa gov/npdes/pubs/msgp_monitoring_guide pdf and the "NPDES Storm Water Sampling Guidance Document," dated July 1992, available at http //www epa gov/npdes/pubs/owm0093.pdf

1. Identify the sampling parameters required to be tested and the number of storm water discharge points that will be sampled Request the analytical testing laboratory to provide the appropriate number and type of sample containers, sample container labels, blank chain of custody forms, and sample preservation instructions

2 Determine how samples will be transported to the laboratory The testing laboratory should receive samples within 48 hours of the physical sampling (unless otherwise required by the laboratory) The Discharger may either deliver the samples to the laboratory, arrange for the laboratory to pick up the samples, or overnight ship the samples to the laboratory All sample analysis shall be done in accordance with 40 Code of Federal Regulations part 136 Samples for pH have a holding time of 15 minutes [1]

3. Qualified Combined Samples shall be combined by the laboratory and not by the Discharger Sample bottles must be appropriately labeled to instruct the laboratory on which samples to combine

4. Unless the Discharger can provide flow weighted information, all combined samples shall be volume weighted.

5. For grab samples, use only the sample containers provided by the laboratory to collect and store samples Use of any other type of containers may contaminate samples

6 For automatic samplers that are not compatible with bottles provided by the laboratory, the Discharger is required to send the sample container included with the automatic sampler to the laboratory for analysis

[1] 40 C F R section 136 3, Table II - Required Containers, Preservation Techniques, and Holding Times

SAMPLE COLLECTION AND HANDLING INSTRUCTIONS

7 The Discharger can only use automatic sampling device to sample parameters that the device is designed to For pH, Dischargers can only use automatic sampling devices with the ability to read pH within 15 minutes of sample collection

8 The Discharger is prohibited from using an automatic sampling device for Oil and Grease, unless the automatic sampling device is specifically designed to sample for Oil and Grease.

9 To prevent contamination, do not touch inside of sample container or cap or put anything into the sample containers before collecting storm water samples.

10 Do not overfill sample containers. Overfilling can change the analytical results

11 Tightly screw on the cap of each sample container without stripping the threads of the cap.

12 Complete and attach a label for each sample container The label shall identify the date and time of sample collection, the person taking the sample, and the sample collection location or discharge point The label should also identify any sample containers that have been preserved

13 Carefully pack sample containers into an ice chest or refrigerator to prevent breakage and maintain temperature during shipment Remember to place frozen ice packs into shipping containers. Samples should be kept as close to 4 degrees Celsius (39 degrees Fahrenheit) as possible until arriving to the laboratory. Do not freeze samples

14 Complete a Chain of Custody form for each set of samples The Chain of Custody form shall include the Discharger's name, address, and phone number, identification of each sample container and sample collection point, person collecting the samples, the date and time each sample container was filled, and the analysis that is required for each sample container.

15. Upon shipping/delivering the sample containers, obtain both the signatures of the persons relinquishing and receiving the sample containers

16 Dischargers shall designate and train personnel to collect, maintain, and ship samples in accordance with the sample protocols and laboratory practices.

17 Refer to Table 1 in the General Permit for test methods, detection limits, and reporting units.

18 All sampling and sample preservation shall be in accordance with 40 Code of Federal Regulations part 136 and the current edition of "Standard Methods for

the Examination of Water and Wastewater" (American Public Health Association) All monitoring instruments and equipment (including Discharger field instruments for measuring pH or specific conductance if identified as an additional sampling parameter) shall be calibrated and maintained in accordance with manufacturers' specifications to ensure accurate measurements All laboratory analyses shall be conducted according to approved test procedures under 40 Code of Federal Regulations part 136, unless other test procedures have been specified by the Regional Water Quality Control Board All metals shall be reported as total metals Dischargers may conduct their own field analysis of pH (or specific conductance if identified as an additional sampling parameter) if the Discharger has sufficient capability (qualified and trained employees, properly calibrated and maintained field instruments, etc) to adequately perform the field analysis. With the exception of field analysis conducted by Dischargers for pH (or specific conductance if identified as an additional sampling parameter), all analyses shall be sent to and conducted at a laboratory certified for such analyses by the California Department of Public Health Dischargers are required to report to the Water Board any sampling data collected more frequently than required in this General Permit (Section XXI J 2)

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APPENDIX 1

STORM WATER POLLUTION PREVENTION PLAN (SWPPP) CHECKLIST

NATIONAL POLLUTION DISCHARGE ELIMINTATION SYSTEM (NPDES)
GENERAL PERMIT FOR STORM WATER DISCHARGES
ASSOCIATED WITH INDUSTRIAL ACTIVITIES
(GENERAL PERMIT)

FACILITY NAME:_____

Waste Discharge Identification (WDID) #:_____

	FACILITY CONTACT	Consultant/Qualified Industrial Storm Water Practitioner (QISP)
Name		
Title		
Company		
Street Address		
City, State		
Zip		

SWPPP (General Permit Section)	Not Applicable	SWPPP Page # or Reference Location	Date Implemented or Last Revised
Signed Certification (Section II.A)			
Pollution Prevention Team (Section X.D.1)			
Existing Facility Plans (Section X.D.2)			
Site Map(s) (Section X.E)			
Facility boundaries (Section X.E.3.a)			
Drainage areas (Section X.E.3.a)			
Direction of flow (Section X.E.3.a)			
On-facility water bodies (Section X.E.3.a)			

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APPENDIX 1

STORM WATER POLLUTION PREVENTION PLAN (SWPPP) CHECKLIST

SWPPP (General Permit Section)	Not Applicable	SWPPP Page # or Reference Location	Date Implemented or Last Revised
Areas of soil erosion (Section X.E.3.a)			
Nearby water bodies (Section X.E.3.a)			
Municipal storm drain inlets (Section X.E.3.a)			
Points of discharge (Section X.E.3.b)			
Sampling Locations (Section X.E.3.b)			
Structural control measures (Section X.E.3.c)			
Impervious areas (Section X.E.3.d)			
Location of Directly Exposed Materials (Section X.E.3.e)			
Locations of significant spills and leaks (Section X.E.3.e)			
Areas of Industrial Activity (Section X.E.3.f)			
Areas of industrial activity (Section X.E.3.f)			
Storage areas/storage tanks (Section X.E.3.f)			
Shipping and receiving areas (Section X.E.3.f)			
Fueling areas (Section X.E.3.f)			
Vehicle and equipment storage/maintenance (Section X.E.3.f)			
Material handling/processing (Section X.E.3.f)			
Waste treatment/disposal (Section X.E.3.f)			
Dust or particulate generation (Section X.E.3.f)			
Cleaning and material reuse (Section X.E.3.f)			

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APPENDIX 1

STORM WATER POLLUTION PREVENTION PLAN (SWPPP) CHECKLIST

SWPPP (General Permit Section)	Not Applicable	SWPPP Page # or Reference Location	Date Implemented or Last Revised
Other areas of industrial activities (Section X.E.3.f)			
List of Industrial Materials (Section X.F)			
Storage location			
Quantity			
Frequency			
Receiving and shipping location			
Quantity			
Frequency			
Handling location			
Quantity			
Frequency			
Potential Pollution Sources (Section X.G)			
Description of Potential Pollution Sources (Section X.G.1)			
Industrial processes (Section X.G.1.a)			
Material handling and storage areas (Section X.G.1.b)			
Dust & particulate generating activities (Section X.G.1.c)			
Significant spills and leaks (Section X.G.1.d)			
Non-storm water discharges (Section X.G.1.e)			
Erodible surfaces (Section X.G.1.f)			
Assessment of Potential Pollutant Sources (Section X.G.2)			
Narrative assessment of likely sources of pollutants (Section X.G.2.a)			
Narrative assessment of likely pollutants present in storm water discharges (Section X.G.2.a)			
Identification of additional BMPs Section X.G.2.b)			

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APPENDIX 1

STORM WATER POLLUTION PREVENTION PLAN (SWPPP) CHECKLIST

SWPPP (General Permit Section)	Not Applicable	SWPPP Page # or Reference Location	Date Implemented or Last Revised
Identification of drainage areas with no exposure (Section X.G.2.c)			
Identification of additional parameters (Section X.G.2.d)			
Storm Water Best Management Practices (Section X.H)			
Minimum BMPs (Section X.H.1)			
Good housekeeping (Section X.H.1.a)			
Preventative maintenance (Section X.H.1.b)			
Spill response (Section X.H.1.c)			
Material handling and waste management (Section X.H.1.d)			
Erosion and sediment controls (Section X.H.1.e)			
Employee training program (Section X.H.1.f)			
Quality assurance and record keeping (Section X.H.1.g)			
Advanced BMPs (Section X.H.2)			
Implement advanced BMPs at the facility (Section X.H.2.a)			
Exposure Minimization BMPs (Section X.H.2.b.i)			
Storm Water containment and discharge reduction BMPS (Section X.H.2.b.ii)			
Treatment Control BMPs (Section X.H.2.b.iii)			
Other advance BMPs (Section X.H.2.b.iv)			
Temporary Suspension of Activities (Section X.H.3)			
BMPs necessary for stabilization of the facility (Section X.H.3)			

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APPENDIX 1

STORM WATER POLLUTION PREVENTION PLAN (SWPPP) CHECKLIST

SWPPP (General Permit Section)	Not Applicable	SWPPP Page # or Reference Location	Date Implemented or Last Revised
BMP Descriptions (Section X.H.4)			
Pollutant that a BMP reduces or prevents (Section X.H.4.a.i)			
Frequency of BMP implementation (Section X.H.4.a.ii)			
Location of BMP (Section X.H.4.a.iii)			
Person implementing BMP (Section X.H.4.a.iv)			
Procedures/maintenance/ instructions for BMP implementation (Section X.H.4.a.v)			
Equipment and tools for BMP implementation (Section X.H.4.a.vi)			
BMPs needing more frequent inspections (Section X.H.4.a.vii)			
Minimum BMP/applicable advanced BMPs not implemented at the facility (Section X.H.4.b)			
BMPs implemented in lieu of minimum or applicable advanced BMPs (Section X.H.4.c)			
BMP Summary Table (Section X.H.5)			
Monitoring Implementation Plan (Section X.I)			
Team members assisting in developing the MIP (Section X.I.1)			
Summary of visual observation procedures, locations, and details (Section X.I.2)			
Justifications if applicable for: Alternative discharge locations, Representative Sampling Reduction or, Qualified Combined Samples (Section X.I.3)			
Procedures for field instrument calibration (Section X.I.4)			

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STORM WATER POLLUTION PREVENTION PLAN (SWPPP) CHECKLIST

SWPPP (General Permit Section)	Not Applicable	SWPPP Page # or Reference Location	Date Implemented or Last Revised
Example of Chain of Custody (Section X.I.5)			
Annual Comprehensive Facility Compliance Evaluation (Section XV)			
Review of all visual inspection and monitoring records and sampling and analysis results conducted during the previous reporting year (Section XV.A)			
Visual inspection of all areas of industrial activity and associated potential pollutant sources (Section XV.B)			
Visual inspection of all drainage areas previously identified as having no-exposure to industrial activities and materials in accordance with the definitions in Section XVII (Section XV.C)			
Visual inspection of equipment needed to implement the BMPs (Section XV.D)			
Visual inspection of any structural and/or treatment control BMPs (Section XV.E)			
Review and assessment of all BMPs for each area of industrial activity and associated potential pollutant sources (Section XV.F)			
Assessment of other factors needed to complete the information described in Section XVI.B (Section XV.G)			

Attachment A
APPENDIX 2

INSTRUCTIONS FOR NO EXPOSURE CERTIFICATION (NEC)

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)
GENERAL PERMIT FOR STORM WATER DISCHARGES ASSOCIATED WITH INDUSTRIAL ACTIVITIES

(GENERAL PERMIT)

This Attachment provides general guidance instructions and guidance for obtaining NEC coverage The actual NEC requirements are primarily contained in Section XVII of this General Permit

A INSTRUCTIONS

Who May File for NEC Coverage

Sections 301 and 402(p) of the Clean Water Act (CWA), and Sections 1311 and 1342(p) of 33 United States Code prohibit the discharge of storm water associated with industrial activity to waters of the United States without a National Pollutant Discharge Elimination System (NPDES) permit However, NPDES permit coverage is "conditionally excluded" for discharges of storm water associated with industrial activities (industrial storm water discharges) if the Discharger can certify that a condition of "No Exposure" exists at the industrial facility A condition of "No Exposure" means that a Discharger's industrial activities and materials are not exposed to storm water Industrial storm water discharges from construction and land disturbance activities are ineligible for the NEC coverage Dischargers who file valid NECs in accordance with these instructions are not required to implement Best Available Technology Economically Achievable /Best Conventional Pollutant Control Technology and comply with the Storm Water Pollution Prevention Plan (SWPPP) and monitoring requirements of this General Permit

Obtaining and Maintaining NEC Coverage

A Discharger must electronically certify and submit NEC Permit Registration Documents (PRDs) via State Water Resources Control Board's (State Water Board's) Storm Water Multi-Application and Report Tracking System (SMARTS) to obtain NEC coverage This conditional exclusion does not become effective until the PRDs are submitted and the annual fee is paid Upon receipt of the annual fee, the Discharger will electronically receive an NEC acceptance notification via SMARTS, which will include a Waste Discharge Identification (WDID) number A Discharger must maintain a condition of "No Exposure" at the facility for the conditional exclusion to remain applicable The Discharger must annually electronically re-certify the NEC via SMARTS to confirm that the conditions of "no exposure" are being maintained If conditions change resulting in the exposure of materials and activities to storm water, the Discharger must electronically certify and submit PRDs via SMARTS for Notice of Intent (NOI) coverage under the General Permit for Storm Water Discharges Associated with Industrial Activities (General Permit)

Fees

First time NEC coverage PRDs and the annual re-certification require a fee Fees may be changed by State Water Board regulation, independent of this General Permit

How to Prepare and Submit PRDs for NEC Coverage

A Discharger must electronically certify and submit PRDs for NEC coverage in accordance with the instructions provided at the State Water Board web site for SMARTS

https //smarts.waterboards ca.gov/smarts/faces/SwSmartsLogin jsp

A Discharger with multiple facilities that satisfy the conditions of "No Exposure" must certify and submit PRDs for each facility The Discharger is required to inspect and evaluate each individual facility to determine the condition of No-Exposure The Discharger must retain an electronic or paper copy of the NEC coverage acceptance notification for their records

The following information is required in the PRDs

Discharger Information

1 The legal business name of the business entity, public organization, or any other entity that operates the facility described in the certification The name of the operator may or may not be the same as the name of the facility The operator is the legal entity that controls the facility operations, not the plant or site manager

2 The mailing address of the facility operator, including the city, state, and zip code

3 The facility operator contact person, telephone number and e-mail address

Attachment A

INSTRUCTIONS FOR NO EXPOSURE CERTIFICATION (NEC)

Facility Information

4 The legal business name of the facility

5 The total acreage of the facility associated with industrial activity (Facility size in acres is calculated by taking the square feet and dividing by 43,560)

6 The complete physical street address (e g the street address used for express deliveries), including the city, State, and zip code Do not use a P O Box number If a physical street address does not exist, describe the location or provide the latitude and longitude of a point within the facility boundary Latitude and longitude are available from United States Geological Survey quadrangle or topographic maps, or may be found using a mapping site on the internet

7 The facility contact person, telephone number, and e-mail address

8 The 4-digit Standard Industrial Classification (SIC) code that represents the facility primary industrial activity Provide a brief description of the primary industrial activity If applicable, enter other significant SIC codes and descriptions To obtain these codes, see the 1987 SIC Manual or the Occupational Health and Safety Administration's site

http //www.osha gov/pls/imis/sicsearch html

9 If the facility is currently covered under the General Permit, include the WDID number The WDID number will be used at a later date to terminate the facility's coverage under the General Permit as necessary

Facility Mailing or Billing Address

Completion of this item is required the facility mailing address or billing address differs from the physical facility address provided above The Discharger must indicate which address the annual fee invoice must be sent to if the State Water Board is unable to transmit the invoice electronically

Site Maps

Site maps must be prepared and submitted in accordance with the requirements in Section X E of this General Permit

NEC Checklist

The Discharger must evaluate the eleven major areas that storm water exposure may occur, per the listing at the end of this appendix The Discharger must be able to certify that none of these major areas have potential for exposure If the Discharger cannot certify that every one of the eleven major areas do not have exposure, a potential for exposure exists at the facility and the facility is not eligible for NEC coverage The Discharger must obtain (or continue) NOI coverage under this General Permit if the facility is not eligible for NEC coverage After obtaining NOI coverage, the Discharger may implement facility modifications to eliminate the potential for a discharge of storm water exposed to industrial activity, and then change their NOI coverage to NEC coverage by certifying the conditions of "No Exposure" are met

Certification

Federal and state statutes provide for severe penalties for Dischargers that submit false information on the PRDs Dischargers shall certify and submit PRDs via SMARTS for NEC coverage in accordance with Electronic Signature and Certification Requirements in Section XXI K of this General Permit

B. GUIDANCE

Contact your local Regional Water Quality Control Board (Regional Water Board) office with questions regarding this guidance

1 Who is Eligible to Qualify for the No Exposure Certification (NEC) - Conditional Exclusion?

All industrial categories listed in Attachment A of this General Permit (excluding construction) are eligible to apply for the NEC coverage

2 Limitations on Eligibility for NEC coverage

In addition to construction projects not being eligible, the following situations limit the applicability of NEC coverage

a NEC coverage is available on a facility-wide basis only, not for individual drainage areas or discharge locations Generally, if any exposed industrial materials or activities exist, or have a potential to exist, anywhere at a facility, NEC coverage is not applicable to the facility If the Regional Water Board determines that a facility does have exposure or the facility's storm water discharges have a reasonable potential to cause or contribute to an exceedance of applicable water quality objectives/standards, the Regional Water Board can deny NEC coverage

b If changes at a facility result in potential exposure of industrial activities or materials, the facility is no longer eligible for NEC coverage Dischargers

shall register for NOI coverage under this General Permit prior to a planned facility change that will cause exposure, or within seven (7) calendar days after unplanned exposure occurs If an unplanned exposure occurs due to an emergency response or one-time event that is unlikely to re-occur, a Discharger may contact the Regional Water Board to discuss whether the requirement to obtain NOI coverage can be waived Unless the Discharger receives a written waiver from the Regional Water Board, the Discharger shall electronically certify and submit PRDs to obtain NOI coverage

c Current contamination resulting from historic industrial practices at the facility (e g , soil contamination, groundwater contamination, etc) represents a condition of exposure to waters of the United State, therefore a facility with historic contamination is not eligible for NEC coverage

3 What is the Definition of No Exposure?

a No Exposure means all industrial materials and activities are protected by a storm-resistant shelter to prevent exposure to rain, snow, snowmelt and/or runoff

b Industrial materials and activities include, but are not limited to, material-handling equipment or activities, industrial machinery, raw materials, intermediate products, by-products, and final products, or waste products

c Material handling activities include storage, loading and unloading, transport, or conveyance of any raw material, intermediate product, by-product, final product, or waste product

d Final products intended to be used outdoors (e g , automobiles) typically pose little risk of polluting storm water since not typically contaminated with pollutants that become mobilized by contact with storm water Final products are exempt from the requirement for protection by a storm-resistant shelter to qualify for no exposure Similarly, containers, racks, and other transport platforms (e g , wooden pallets) used for the storage or conveyance of final products may also be stored outside if pollutant-free or pollutants do not mobilize via contact with storm water

e Storm-resistant shelters include (1) completely roofed and walled buildings or structures, (2) structures with only a top cover (no side coverings) supported by permanent supports, provided material within the structure is not subject to wind dispersion (sawdust, powders, etc) or being tracked out of the facility, and is not a source of pollutants in the industrial storm water discharges

4. Industrial Materials/Activities Not Requiring a Storm-Resistant Shelter

The intent of the "No Exposure" exclusion is to maintain a condition of permanent "No Exposure" A storm-resistant shelter is not required for the following industrial materials and activities

a Drums, Barrels, Tanks, and Similar Containers that are sealed ("sealed" means banded or otherwise secured and without operational taps or valves), are not exposed provided those containers are not deteriorated, do not contain residual materials on the outside surfaces, and do not leak Drums, barrels, etc , that are not opened while outdoors, or are not deteriorated or leaking, and that do not pose a risk of contaminating storm water runoff Consider the following when making a "No Exposure" determination

i Materials shall not be added or withdrawn to/from containers while outdoors

ii Simply moving containers while outside does not create exposure unless exposure occurs when pollutants are "tracked out" by the container handling equipment or vehicles

iii All outdoor containers shall be inspected to ensure they are not open, deteriorated, or leaking When an outdoor container is observed as opened, deteriorated, or leaking, the container must immediately be closed, replaced, or sheltered Frequent detection of open, deteriorated, or leaking containers, or failure to immediately close, replace, or shelter opened, deteriorated or leaking containers will cause a condition of exposure

iv Containers, racks, and other transport platforms (e g , wooden pallets) used with drums, barrels, etc , can be stored outside providing they are contaminant-free and in good repair

b Above Ground Storage Tanks (ASTs) In addition to generally being considered as not exposed, ASTs may also be exempt from the prohibition against adding or withdrawing material to/from external containers ASTs typically use transfer valves to dispense materials that support facility operations (e g , heating oil, propane, butane, chemical feedstock) or fuel for delivery vehicles (gasoline, diesel, compressed natural gas) For operational

ASTs to qualify for "No Exposure", the following must be satisfied

i The tank(s) shall be physically separated from and not associated with vehicle maintenance operations

ii There shall be no leaks from piping, pumps, or other equipment that has the potential to come in contact with storm water

iii Wherever feasible, the tank(s) shall have secondary containment (e g , an impervious dike, berm or concrete retaining structure) to prevent runoff in the event of a structural failure or leaking transfer valve Note any resulting unpermitted discharge is in violation of the CWA

c Lidded Dumpsters Lidded dumpsters containing waste materials, providing the containers are completely covered and nothing can drain out holes in the bottom, spilled when loaded into the dumpster, or spilled in loading into a garbage truck Industrial waste materials and trash that is stored uncovered is considered exposed

d Adequately maintained vehicles, such as trucks, automobiles, forklifts, trailers or other general-purpose vehicles found onsite - but not industrial machinery that are not leaking, are in good repair or are not otherwise a potential source of contaminants

i Vehicles passing between buildings may be exposed to storm water, however if the vehicles are adequately maintained, a condition of exposure may not exist Similarly, non-leaking vehicles awaiting maintenance at vehicle maintenance facilities are not considered as potential exposure However, vehicles that have been washed or rinsed that are not completely dry prior to outside exposure have the potential to cause a condition of exposure Vehicles that track materials out of the facility are considered to be mobilizing pollutants Vehicles that exit maintenance bays are also considered to cause exposure

ii The mere conveyance between buildings of materials / products that are otherwise not allowed to be stored outdoors, does not create a condition of exposure, provided the materials/products are adequately protected from storm water and do not have the potential to be released as a result of a leak or spill

e Final products built and intended for use outdoors (e g , new cars), provided the final products have not deteriorated, are not contaminated, or are not otherwise potential sources of contaminants

Types of final products not qualifying for a certification of "No Exposure"

i Products that may be mobilized in storm water discharges (e g , rock salt)

ii Products, which may, when exposed, oxidize, deteriorate, leak, or otherwise be a potential source of contaminants (e g , junk cars, stockpiled train rails)

iii "Final" products that are, in actuality, "intermediate" products Intermediate products are those used in the composition of yet another product (i e , sheet metal, tubing, and paint used in making tractors)

iv Even if the intermediate product is "final" for a manufacturer and destined for incorporation in a "final product intended for use outdoors," the product is not allowed to be exposed because they may be chemically treated or are insufficiently impervious to weathering

f Special Conditions for Construction Activities Permanent, uninterrupted sheltering of industrial activities or materials may not always be possible during facility renovation or construction When such circumstances exist, the Discharger is not required to obtain coverage under an NPDES permit as long as the following conditions are met

i. Materials and activities are protected with temporary covers or shelters (i e tarpaulins),

ii Temporary covers or shelters prevent the contact of storm water to materials and activities,

iii Materials are subject to wind dispersion are not stored under temporary sheltering,

iv Temporary shelters are only used when necessary during facility renovation or construction and until permanent storm-resistant shelters as described above are available, and,

v Temporary shelters are only used for a single period of ninety days or less (Facilities with construction and renovation projects that will need the use of temporary shelters beyond 90 days, or that will require multiple periods of ninety

days or less, are required to be covered by an NPDES permit)

5. Other Potential Sources of Contaminants

a Particulate Emissions from Roof Stacks and/or Vents Deposits of particles or residuals from roof stacks/vents that have the potential to be mobilized by storm water runoff are considered exposed

b Pollutants Potentially Mobilized by Wind Windblown materials cause a condition of exposure Materials sheltered from precipitation are be deemed exposed if the materials has a potential to be mobilized by wind

6 Certifying a Condition of "No Exposure"

To obtain the NEC coverage, the Discharger must electronically certify and submit PRDs via SMARTS that the facility meets the definition of "No Exposure" and pay an annual fee The Discharger must **submit PRDs for NEC coverage even if the Discharger was not previously required to file for NEC coverage under the previous General Permit** These PRDs include a checklist requiring the Discharger to evaluate eleven major areas to determine whether there is exposure of industrial activities and materials at the facility To qualify for NEC coverage the Discharger must satisfy all the NEC coverage conditions in this General Permit and certify that there is "No Exposure" The checklist 1) aids the Discharger in determining if its facility is eligible for NEC coverage, and 2) furnishes the necessary documentation supporting relief from the General Permit's requirement of NOI coverage Additionally, Dischargers with NEC coverage are not required to develop and implement SWPPPs or comply with the monitoring requirements

If a Discharger cannot certify that there is "No Exposure" at the facility, the Discharger must make appropriate changes at the facility to eliminate exposure prior to registering for future NEC coverage Facility changes must remove all potential for pollutant exposure to storm water

An annual inspection and evaluation, re-certification and fee are required thereafter

7 Other NEC coverage Facts·

a NEC coverage is only valid if the condition of "No Exposure" exists and is reasonably expected to continue to exist Dischargers shall electronically certify and submit PRDs for NOI coverage when the condition of "No Exposure" is no longer expected to exist

b Dischargers must file PRDs for NEC coverage for each qualifying facility

c An NEC must be submitted for each separate facility qualifying for the "No Exposure" conditional exclusion

d An NEC is non-transferable If a new operator takes over facility operations, the new operator shall electronically certify and submit PRDs and applicable fees for new NEC coverage via SMARTS prior to the operations transfer NEC coverage cannot be transferred from one physical location to another regardless of ownership

8. Operators May Be Required to Obtain NOI Coverage Based on the Protection Of Water Quality?

Operators who certified that their facilities qualify for NEC coverage may, nonetheless, be required by the Regional Water Board to obtain NOI coverage if the Regional Water Board determines that the facility's discharge has the potential to cause or contribute to an exceedance of applicable water quality objectives/standards or determines that exposure exists at the facility The Regional Water Board may request information and/or inspect the facility to assess potential water quality impacts and to determine if NOI coverage is required The Discharger shall take appropriate actions to ensure compliance with the General Permit

9. Steps to Obtain NEC coverage

This section will walk you through the process of obtaining NEC coverage

Step 1 Determine if your facility is subject to this General Permit (refer to Attachment A of this General Permit) If yes, proceed to Step 2 If not, stop here

If your facility is included in Attachment A and conducts industrial activities, you are required to **either** register for NOI coverage or NEC coverage

Step 2. Determine if your regulated industrial activity meets the definition of "No Exposure" and qualifies for the exclusion from permitting If yes, proceed to Step 3 If no, stop here and obtain NOI coverage An

Attachment A

INSTRUCTIONS FOR NO EXPOSURE CERTIFICATION (NEC)

evaluation of the facility must be conducted by facility personnel familiar with the facility and its operations Inspect all facility areas and potential pollutant sources to determine whether the facility satisfies the "No Exposure" conditions

Step 3: Electronically certify and submit the PRDs for NEC coverage via SMARTS and mail the annual fee to the State Water Board at the following address

SWRCB
Surface Water Permitting Section
PO Box 1977
Sacramento, CA 95812-1977

To maintain NEC coverage, the NEC must re-certify and pay a fee annually This may only be done if the condition of "No Exposure" continues to exist at the facility

Step 4: If requested, staff from the Water Boards, local Municipal Separate Storm Sewer System (MS4), or United States Environmental Protection Agency must be allowed to inspect your facility All inspection reports will be made publicly available.

Step 5: Maintain a condition of "No Exposure"

- NEC coverage is not a blanket exemption Therefore, if facility physical or operational changes occur which cause exposure of industrial activities or materials to storm water, the Discharger must then immediately comply with all the requirements of this General Permit, including obtaining NOI coverage as applicable

- To maintain the condition of "No Exposure", the Discharger shall annually evaluate the facility to assure that the conditions of "No Exposure" still exist More frequent evaluations may be necessary in circumstances when facility operations are rapidly changing

- Failure to maintain the condition of "No Exposure" or otherwise obtain NOI coverage may lead to the unauthorized discharge of storm water associated with industrial activity to waters of the United States, resulting in penalties under the CWA and Water Code

C. Frequently Asked Questions:

Q1 Who is eligible for NEC Coverage?

A. Any Discharger operating a facility described in Attachment A may register for NEC coverage if their facility has a condition of "No Exposure"

Q2. How does an eligible Discharger file for NEC coverage and where is the annual fee sent?

A The PRDs for NEC coverage shall be electronically certified and submitted in accordance with the instructions provided in SMARTS at the State Water Board website at https //smarts waterboards.ca gov/smarts/faces/SwSmartsLogin jsp The fee is currently $242, but may be changed by regulation Once NEC coverage is accepted, an invoice will be electronically sent to the Discharger The annual fee and invoice shall be sent to

State Water Resources Control Board
Division of Water Quality
Attention Industrial Storm Water Unit
P O Box 1977
Sacramento, CA 95812-1977

Q3 If my facility's storm water discharges are covered by an individual permit, can I file for NEC coverage?

A. Yes Storm water discharges covered by an individual permit are eligible for NEC coverage if the conditions at the facility satisfy the definition of "No Exposure" and you obtain approval to terminate individual permit coverage from the local Regional Water Board prior to PRD submittal Approval from the Regional Water Board is mandatory Many individual permits, for example, contain numeric storm water effluent limitations ("antibacksliding" provisions may prevent these facilities from qualifying for the "No Exposure" conditional exclusion)

Q4 My facility was originally excluded from the Phase I regulations because it was classified as a "light industrial facility" The facility has never had any exposure to storm water runoff. Do I now need to certify that the facility meets the No Exposure Exclusion from NPDES Storm Water Permitting?

A. Yes See answer provided to question number 9, "What is the exclusion "conditional" upon?"

Q5. Do I have to file a Notice of Termination (NOT) and a register for NEC coverage if my facility has NOI coverage and qualifies for NEC coverage?

A. No You are only required to register for NEC coverage You must provide the WDID# in your NEC coverage PRDs in order for the State Water Board to change permit coverage status

Q6. When and how often is a NEC coverage re-certification required?

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INSTRUCTIONS FOR NO EXPOSURE CERTIFICATION (NEC)

A Re-certification of NEC coverage is required annually (assuming the facility maintains its "No Exposure" status) The State Water Board will electronically transmit an NEC re-certification and annual fee notification to each facility operator who has filed for NEC coverage

New Dischargers must register for NEC coverage before the commencement of facility operations Dischargers that fail to file for NEC coverage or apply for NOI coverage before the commencement of facility operations will be out of compliance and subject to enforcement

Existing Dischargers have two options for submitting NECs

1 Facility operators of "light industrial" facilities who have been operating under their original, no-certification-required permitting exemption must submit the NEC at any time prior to October 1, 2015 Dischargers who have not submitted an NEC or applied for permit coverage by this due date will be considered out of compliance and subject to Water Board enforcement

2 Dischargers who have NOI coverage may register for NEC coverage at any time following completion of facility changes that result in the condition of "No Exposure"

Q7. What happens if I know of changes that may cause exposure?

A If exposure has the potential to occur in the near future due to some anticipated change at the facility, the Discharger must obtain NOI coverage to avoid potential enforcement for violations of this General Permit

Q8. Is the NEC coverage transferable to a new Discharger?

A No If a new operator takes over your facility, the new operator must register for new NEC coverage prior to the transfer A new application fee is required

Q9 What is the exclusion "conditional" upon?

A The exclusion from permit coverage requirements is "conditional" upon the certification of the Discharger that the facility does not have exposure of materials or activities to storm water PRDs for NEC coverage shall be electronically submitted to the State Water Board and will not be accepted if incomplete The Regional Water Board may review the information, contact and/or inspect the facility, and invalidate the NEC and require the Discharger to obtain NOI coverage PRDs are public documents and will be available for public review via SMARTS

Q10 Can secondary containment around an outdoor exposed area qualify for a condition of "No Exposure"?

A If secondary containment is engineered to always prevent a discharge of collected rainfall (based on the historical rainfall record) and a simultaneous spill of any other industrial materials or liquids, the "No Exposure" condition may be claimed Note that there must be proper disposal of any water or liquids collected from the containment (i e , discharged in compliance with another NPDES permit, treated and discharged to the sanitary sewer, or trucked offsite to an appropriate disposal/treatment facility).

D NEC Checklist

An NEC Checklist must be prepared by the Discharger demonstrating that (1) the facility has been evaluated, (2) none of the following materials or activities are, or will be in the foreseeable future, exposed to precipitation, and (3) all unauthorized NSWDs have been eliminated

1 Using, storing or cleaning industrial machinery or equipment, and areas where residuals from using, storing or cleaning industrial machinery or equipment remain and are exposed,

2 Materials or residuals on the ground or in storm water inlets from spills/leaks,

3 Materials or products from past industrial activity,

4 Material handling equipment (except adequately maintained vehicles),

5 Materials or products during loading/unloading or transporting activities,

6 Materials or products stored outdoors (except final products intended for outside use, i e , new cars, where exposure to storm water does not result in the discharge of pollutants),

7 Materials contained in open, deteriorated or leaking storage drums, barrels, tanks, and similar containers,

8 Materials or products handled/stored on roads or railways owned or maintained by the Discharger,

9 Waste material (except waste in covered, non-leaking containers, i e , dumpsters),

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10 Application or disposal of processed wastewater (unless already covered by an NPDES permit), and

11 Particulate matter or visible deposits of residuals from roof stacks/vents evident in the storm water outflow

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Attachment A

APPENDIX 3

WATERBODIES WITH CLEAN WATER ACT SECTION 303(D) LISTED IMPAIRMENTS

NATIONAL POLLUTION DISCHARGE ELIMINTATION SYSTEM (NPDES)
GENERAL PERMIT FOR STORM WATER DISCHARGES
ASSOCIATED WITH INDUSTRIAL ACTIVITIES
(GENERAL PERMIT)

The 303(d) impairments below are sourced from the 2010 Integrated Report The rows in red are impairments for which industrial storm water Dischargers subject to this General Permit are not required to analyze for additional parameters unless directed by the Regional Water Board, because these parameters are typically not associated with industrial storm water Test methods with substantially similar or more stringent method detection limits may be used if approved by the staff of the State Water Board prior to sampling and analysis and upon approval, will be added into SMARTS The rows that are not in red are impairments for which Dischargers in the 303(d) impaired watershed are required to analyze for additional parameters, if applicable, because these parameters are more likely to be associated with industrial storm water See General Permit Section XI.B.6.e In the event that any of the impairments in this appendix are subsequently delisted, the Dischargers with discharges to that watershed are no longer required to analyze for the additional parameters for those impairments, and the provisions for new Dischargers with discharges to 303(d) impaired water bodies contained in Section VII B of this General Permit no longer apply for those impairments.

The Excel spreadsheet containing the water bodies with 303(d) impairments is an attachment to this Appendix 3 To view the attachment from an electronic (pdf) version of this Appendix 3, left-click on the paper clip icon to the left of this pdf file to make the attachment window appear, then double-click on the icon of an Excel spreadsheet. The Excel spreadsheet is also available on the Industrial Storm Water program pages of the State Water Resources Control Board's website (http://www.waterboards.ca.gov/)

Colusa County

Agenda Request Form

Item ID#: 2025-139 **Agenda Date:** 12/16/2025 **Item V.2**

PUBLIC WORKS DEPARTMENT

Approve Contract with **Nichols Consulting Engineers, CHTD** for Engineering Consultant Services, Effective December 16, 2025.

Detailed Description/Background of Request
On August 8, 2025, the County issued a Request for Qualifications (RFQ) to obtain consultant services for the Sites–Lodoga Road Reconstruction Project. The County received two Statements of Qualifications (SOQs) in response from Crawford & Associates, Inc. and Nichols Consulting Engineers, CHTD (NCE).

A four-member review panel consisting of the Assistant County Administrative Officer, Director of Public Works, Interim Assistant Director of Public Works, and Engineering Technician II evaluated the SOQs using a weighted scoring system based on Project Understanding and Approach, Experience of the Project Manager, Experience of the Project Team and Availability of the Project Manager and Team.

Based on the scoring results, NCE ranked highest among the two respondents and was identified as the preferred consultant.

The Sites–Lodoga Road Reconstruction Project is a major rehabilitation effort on a rural two-lane corridor that serves the communities of Maxwell, Sites, Lodoga, East Park Reservoir, and Stonyford. The roadway is a critical local access route supporting residents, school transportation, agricultural operations, and emergency response. It will also play a key role in access related to the future Sites Reservoir Project. The design effort will evaluate pavement structural needs and roadside safety conditions and develop a cost-effective reconstruction approach that maximizes use of SB-1/RMRA funding.

Staff is requesting for approval of the contract with Nichols Consulting Engineers, CHTD in an amount not to exceed $239,044. The contract is valid until all requested services are completed but no later than December 31, 2027.

Prior Board Action
None.

Fiscal Impact/Funding Source
Budgeted; Road funds - SB1 MRA

Action for the Clerk
Please number contract, obtain signatures and forward to:

NCE
8801 Folsom Blvd, Suite 265
Sacramento, Ca, 95826

Attachments:
1. NCE_Engineering Services Contract
2. Attachment A_Engineering Services Proposal

ENGINNERING SERVICES CONTRACT

This Engineering Services Contract ("Contract") is between the County of Colusa ("County"), a political subdivision of the State of California and Nichols Consulting Engineers, CHTD ("Contractor"), a Nevada corporation.

1. **Services to be Performed:** Contractor agrees at its own expense to furnish all equipment, labor and materials necessary to provide County with engineering consultant services, as more specifically detailed in Attachment "A." Additionally, all terms and conditions of the Request for Qualifications (RFQ) and all documents submitted in response to the RFQ are incorporated into the terms and conditions of this contract.

2. **Term:** This Contract shall begin on December 16, 2025, and shall continue until all requested services are completed, but no later than December 31, 2027.

3. **Compensation:** County will pay Contractor compensation in the amount not to exceed $239,044.00, as provided for in Attachment "A." Compensation will be paid in accordance with paragraph 4, Method of Payment.

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

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

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

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

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

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

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

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

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

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

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

8. **Debarment and Suspension:**

   A. Certification Regarding Debarment: By signing this Contract, the Contractor certifies that neither the Contractor nor any of its principals are currently debarred

or suspended by any Federal department or agency.

B. Certification of Lower Tier Contractors Regarding Debarment: By administering any lower-tier subcontract exceeding $25,000 as a covered transaction under this Contract, the Contractor certifies that:

1) The Contractor has verified that each lower-tier subcontractor participating in a covered transaction is not presently debarred or suspended from participation in this Contract by any Federal department or agency.

2) Prior to entering into any lower-tier subcontract exceeding $25,000, the Contractor shall require each proposed subcontractor to disclose, in writing, whether, as of the time of award of the subcontract, the subcontractor or its principals is debarred or suspended by the Federal Government. The Contractor may accomplish this by:

a. Checking the System for Award Management at website: http://www.sam.gov.
b. Collecting a certification statement similar to the Certification Regarding Debarment, above.
c. Inserting a clause or condition in the covered transaction with the lower tier contract.

9. 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. 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.

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

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

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

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

If to County:	Public Works Department Attn: Director 1215 Market St. Colusa, Ca, 95932
If to Contractor:	Nichols Consulting Engineers, CHTD 8801 Folsom Blvd, Suite 265 Sacramento, Ca, 95826

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

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

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

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

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

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

    A. Immediately for cause if either party 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.

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

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

    A. Attachment "A" – Engineering Services Proposal

Signatures on following page.

COUNTY OF COLUSA

_____Date:_____
Daurice K. Smith, Chair

APPROVED AS TO FORM

_____
Richard Stout, County Counsel

NICHOLS CONSULTING ENGINEERS, CHTD

_____Date:_____
Signature

_____
Printed Name and Title

ATTEST: Marcos Kropf, Interim Clerk of the Board of Supervisors

By _____
, Deputy

Collaboration. Commitment. Confidence.℠

October 14, 2025

Mr. Colt Esenwein, Director
Colusa County Department of Public Works
547 Market Street, Suite 102
Colusa, CA 95932

RE: Sites-Lodoga Road Reconstruction

Dear Colt:

Thank you for the opportunity to provide a cost proposal as part of NCE's response to the County's Request for Qualifications for design services for the Sites-Lodoga Road Reconstruction Project. Our cost estimate is based on our understanding of the scope of work, as detailed in our original proposal to the County, and is attached for your information. This is a Time and Materials estimate, with not-to-exceed totals per Task.

Thank you again for the opportunity to provide this Scope and Fee proposal for the subject project. Please feel free to contact us if you have any questions.

Sincerely,

NCE

Scott DeLeon, PE
Project Manager

Michael J. Leacox, PG, CEG
Vice President

Attachments Scope, Schedule and Fee Estimate

8801 Folsom Blvd., Suite 265
Sacramento, CA 95826
(916) 388-5655

Scope of Work for Sites-Lodoga Road Reconstruction Project
Colusa County Public Works Department
Colusa County, CA
October 14, 2025

Project Description

The proposed scope of work and fee estimate is for the Sites-Lodoga Road Reconstruction Project in Colusa County. Sites-Lodoga Road is a rural 2-lane county road that connects the communities of Maxwell, Sites, Lodoga, East Park Reservoir, and Stonyford. The road is a vital east-west corridor for the public, emergency vehicles, school buses and agricultural operations, and it will play a vital role in the development of the Sites Reservoir Project, currently under development. The County has selected NCE as their engineering consultant to provide construction documents to rehabilitate this road using modern methods that result in a solution that optimizes the available SB-1/RMRA funding. Roadside drainage, rockfall control, and roadside safety elements are also to be considered and incorporated into the project design, if possible. NCE's proposed scope of services is as follows:

1 – Project Management and Coordination

Upon issuance of a Notice to Proceed, NCE's Project Manager will arrange a virtual Kick-Off Meeting with the County, the Sites Project Authority, and other stakeholders (per the County's request) to initiate work on the project. The objectives of the Kick-Off Meeting will be:

- Review of the Scope of Work
- Establish Lines of Communication
- Confirm Deadlines
- Establish Project Schedule and Milestones
- Define Design and Operation Criteria

NCE will research and coordinate with County Staff (Engineering, Maintenance, etc.), and other agencies such as PG&E, AT&T, County Sewer, Water, and Stormwater, Schools, etc., to identify potential conflicts, requirements, or design issues early to help minimize delays (and costs) later in the design process. At the Kick-Off Meeting, key deliverables for each Task and the Project Schedule will be reviewed and adjusted accordingly to meet County needs.

Throughout the project, NCE staff will be available to attend regularly scheduled virtual progress meetings with the County, to maintain good communications. The purpose of the progress meetings will be to identify and resolve design or funding issues in a timely manner that may surface, present design alternatives and recommendations to County staff, and continue coordination with project stakeholders as necessary.

2 - Preliminary Engineering and Site Investigations

NCE will perform a visual pavement condition survey of Sites-Lodoga Road to note the presence of load related and environmental distresses. A travel-speed ground penetrating radar (GPR) analysis will also be used to measure pavement layer thicknesses at 1 ft intervals over the entire project.

NCE will collect pavement section core samples at key locations identified as part of the pavement condition survey. We envision taking one core every mile with every other core being a bulk subgrade sample. NCE will call in USA and hire traffic control that utilizes established Caltrans standards.

NCE will record the thickness and material type of each layer encountered and measured in the pavement structural section, including the presence of pavement reinforcing fabric. We will collect bulk samples of subgrade materials at the core locations for laboratory testing such as R-value, moisture content and Atterberg Limits (plasticity index) determinations. Once layer thicknesses are available and materials are fully characterized, NCE will develop appropriate rehabilitation recommendations.

3 – Material Testing and Stabilization Recommendations

The NCE team will utilize the bulk samples taken during coring along with material layer thicknesses to develop appropriate lime, cement, or lime-cement FDR mix designs. It is possible, per previous project experience, that the mix design may change over the length of the project, however, we will recommend the most cost-effective treatment and account for the potential variability. GPR data can be used to identify potential layer changes between cores and locations of mix design changes and support decision making regarding changes in treatments.

We will develop FDR pavement designs based on Caltrans methods as well as utilizing advanced mechanistic methods, which we have found can result in more economical rehabilitation recommendations. These designs will be based upon the nature of the subgrade and the expected traffic (TI). We will also look at other potential cost saving designs such as reconstructing the AC surface, where appropriate, as well as utilizing warm mix asphalt or asphalt rubber for added performance.

4 - Cost Estimating

The NCE team will develop cost estimates utilizing previous project unit costs for the selected rehabilitation methods. While upon initial evaluation FDR is the apparent treatment to restore the structure and ride to the project section, the surfacing of Sites-Lodoga Road could be an asphalt concrete (AC) overlay or potentially a double chip seal, a treatment commonly used in counties throughout California. This decision would be evaluated during the design process and discussed with the County.

5 - Design Services

5A) Utility Coordination

It appears that no underground (UG) utilities are present within the project limits, however NCE will contact any utility providers identified in Task 1 (i.e., PG&E, AT&T, etc.) by sending notification letters (A-Letters) with a preliminary project boundary and project construction schedule for the purpose of notifying the utilities of the project and obtaining information on potential conflicts. If UG utilities exist, the utility companies will be requested to provide their utility as-builts and record drawings. NCE will document the utility coordination notifications, conversations, and meetings with utility contacts and information in a matrix format with dates of

contacts and mailing detailed in this matrix. Follow-up calls will be made for each of the above notifications to confirm receipt. NCE will also keep the County informed of project delays related to utilities.

5B) Design Data Gathering and Site Visit

NCE will review relevant available data and records from the County as listed in the previous sections, public and private utility providers, and other sources that may be appropriate to support the preparation of project contract documents. These may include but are not limited to the County drainage structure inventory maps, aerial photographs of the County, County basemaps, as-built street improvement and infrastructure plans, striping and markings, as-built plans from utility providers, including preliminary plans for future work that may conflict with this project.

NCE design engineers will also conduct a site visit to gather additional information on the existing site conditions that will help to inventory project improvements (utility covers, striping, edge improvements, etc.). The information gathered will be compiled and included in the base sheets used for design. NCE assumes that the pavement rehabilitation limits will be within the approximate existing edge of pavement but may extend to the shoulder if needed for shoulder repair.

5C) Topographic Survey and Mapping

NCE's Subconsultant surveyor UNICO will provide topographic survey and mapping. The topographic mapping shall be prepared in AutoCad format at an appropriate horizontal scale with 1' contour intervals.

UNICO will add to the topographic mapping, the approximate record boundary of the Road Right-of Way based on record deeds and maps if available. This survey scope does not meet the requirements for boundary determination.

5D) 65% P&E

NCE will prepare the 65% P&E for the pavement rehabilitation/reconstruction of the subject road section. It is NCE's intent to show the limits of the reconstruction, typical cross sections for the road indicating road widths, pavement treatment (e.g., FDR), HMA pavement thickness, and typical driveway conforms and conforms at cross streets. In addition, any utility adjustments will be included in the plans. The plan sheets will include tables summarizing the FDR, HMA, utility adjustment, edge improvements, and striping quantities. The 65% plans will include approximate right-of-way lines (if available), conform grind locations at intersecting side streets, and limits of work. The plans will be prepared in AutoCAD format on 22" x 34" sheets, drawn at a scale that provides appropriate details for the contractor. NCE will also coordinate with the Sites Project Authority during this phase to determine if any realignment is necessary to accommodate the Maxwell-Sites Road relocation. The following plan sheets are anticipated at this time:

- Title Sheet (1)
- General Notes, Legends, and Abbreviations (1)
- Pavement Treatment Table and Core Summary Table (1)
- Typical Cross Sections (1)
- Improvement Plans (Plan and Profile), 2 plan strips per sheet (14)
- Civil & Striping Details (3)
- Quantities Sheet (1)

The Engineer's Estimate of Probable Construction Cost will be prepared in MS Excel format and will be based on recent construction cost data available to NCE for projects of this type. This initial estimate will then be updated and refined as the design effort progresses. It is assumed that the County will require a 10-day review/comment period once the 65% P&E package is submitted.

5E) Final PS&E

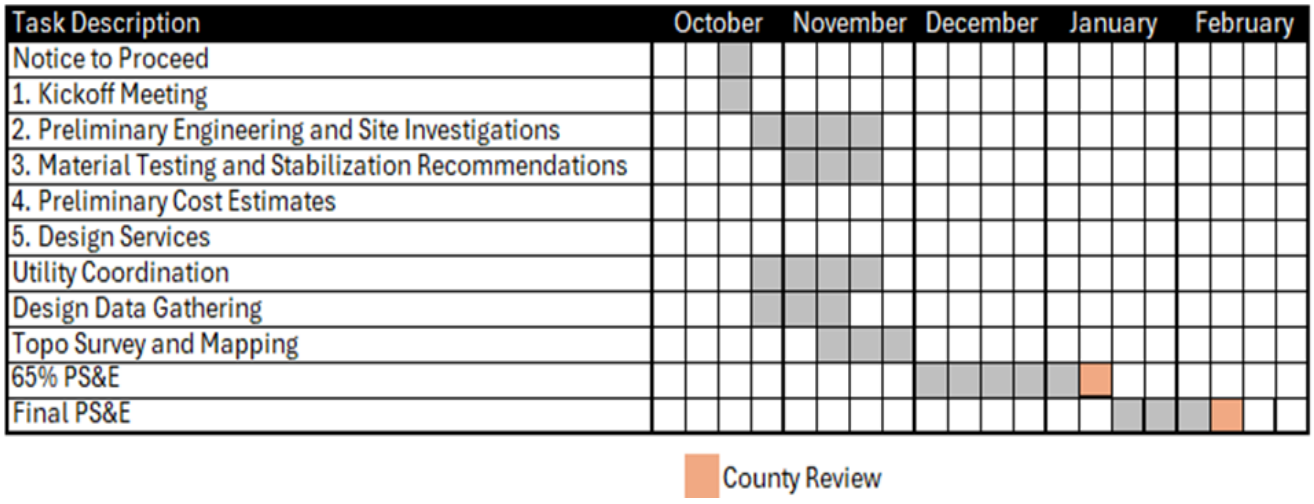
The 65% P&E will be revised to incorporate comments received from the County and taken directly to Final PS&E. During this time the project specifications will be prepared. NCE assumes that the County will provide the "Front End" documents and Special Provisions. The Technical Specifications will be prepared in MS Word format and will follow the County's formatting conventions. The Technical Specifications and details will reference the County's standard provisions and Caltrans 2024 Standards (including subsequent updates). NCE will, however, recommend deviating from Caltrans standards where, from our experience, such changes will improve the likelihood of achieving a successful construction project without compromising the integrity of the design.

A final quantity calculation will be tabulated, and this will be entered into the final Engineer's Estimate of Probable Construction Cost for the project. The final documents will be reviewed, stamped and signed by NCE's Engineer, and the Final PS&E will be delivered to the County in electronic formats.

6 - Environmental and Permitting Support (Optional)

NCE has experienced environmental and cultural resources specialists who are available to provide permitting support, if required. We have a proven track record of completing permits for projects ranging from straightforward local-agency CEQA compliance to complex State and Federal permitting – including State Fish and Wildlife, State Regional Water Quality Control Board, and Corps of Engineers permits. **Please note that no costs have been estimated for this task, as the scope of any environmental support is unknown at this time. If the project limits stay within the existing road prism, the project is likely exempt from any environmental clearances or permitting, however if the road is realigned and the design results in construction within previously undisturbed ground, NCE will prepare a scope and fee proposal for the anticipated additional work.**

Proposed Schedule for Sites-Lodoga Road Reconstruction Project
Colusa County Public Works Department
Colusa County, CA



Attachment A

County of Colusa
Sites-Lodoga Road Rehabilitation Project
Fee Estimate
October 14, 2025

Task Description	Project Manager (Scott D)	Principal (Mike, Franz, Ryan)	Principal Pavement Engineer (James)	Project I Engineer (Victor)	Staff I Engineer (Samuel)	Project Pavement Engineer (Saint)	Senior Technician (Mike E.)	Clerical	Labor Expenses	Coring	AWP - Traffic Control	Infrasense - GPR Analysis	Laboratory Testing - Crawford	Topographic Survey UNICO	Reimbursable Expenses	Total Cost
Rate	**$350.00**	**$350.00**	**$350.00**	**$225.00**	**$175.00**	**$200.00**	**$160.00**	**$120.00**								
Task 1 Project Management and Coordination	40	8	8	8				10	$ 22,600							
Task 2 Preliminary Engineering	0	0		8	40	40	8	2	$ 18,320	$ 12,000	$ 4,290	$ 7,645			$ 1,200	$ 43,455
Task 3 Material Testing and Stabilization Recommendations	0	4	8	8	30	26		2	$ 16,690	$ -	$ -		$ 4,400		$ 500	$ 21,590
Task 4 Cost Estimating	0	4	8	16				2	$ 8,040							$ 8,040
Task 5 Design Services																$ -
Task 5A Utility Coordination	4			8	16			8	$ 6,960						$ 150	$ 7,110
Task 5B Design Data Gathering	4		4	16				2	$ 6,640							$ 6,640
Task 5C Topographic Survey	0			2	4			1	$ 1,270					$ 27,059		$ 28,329
Task 5D 65% PS&E	24	16	12	80	240			2	$ 78,440							$ 78,440
Task 5E Final PS&E	12	12	8	40	140			2	$ 44,940						$ 500	$ 45,440
Task 6 Environmental and Permitting Support (Optional)									$ -							$ -
Total Including Optional Task	**84**	**44**	**48**	**186**	**470**	**66**	**8**	**31**	**$181,300**	**$12,000**	**$4,290**	**$7,645**	**$4,400**	**$27,059**	**$2,350**	**$239,044**

Colusa County

Agenda Request Form

Item ID#: 2025-171 **Agenda Date:** 12/16/2025 **Item V.3**

PUBLIC WORKS DEPARTMENT

Approve contract and accompanying exhibits with **Unified Fleet Services, LLC** for a 2024 Caterpillar 430 Backhoe for the Department of Public Works and authorize the Board Chair and County Administrative Officer to execute the documents.

Detailed Description/Background of Request
Approve contract with Unified Fleet Services, LLC for one (1) 2024 Caterpillar 430 backhoe. This equipment purchase is necessary to replace an aging, high-hour unit that no longer meets current California Air Resources Board (CARB) emissions standards, has become increasingly unreliable, and is no longer cost-effective to maintain.

The County currently maintains a Master Lease Agreement with Enterprise for its vehicle fleet; however, that agreement does not cover large equipment acquisitions. Unified Fleet Services provides an option specifically designed for leasing heavy or specialized equipment that would otherwise require significant upfront capital. Utilizing this service allows the County to secure necessary equipment on a predictable payment schedule, avoid large one-time purchases, and better manage lifecycle costs. This lease is for a 60-month term with monthly payments of $4,381.

Several core pieces of the Road Department's fleet exceed their recommended service life and are subject to increasing downtime due to mechanical failures and difficulty obtaining replacement parts. These aging units were manufactured prior to current CARB emissions standards for off-road diesel vehicles (In-Use Off-Road Diesel-Fueled Fleets Regulation) and heavy-duty on-road trucks, and they are now either non-compliant or nearing non-compliance under applicable regulations. Continued operation of non-compliant equipment exposes the County to potential regulatory enforcement actions, financial penalties, restrictions on equipment usage, and a loss of eligibility for certain state and federal funding programs.

The In-Use Off-Road Diesel-Fueled Fleets Regulation requires local government agencies to progressively reduce diesel particulate matter (PM) and oxides of nitrogen (NOx) emissions by replacing or retrofitting older Tier 0, Tier 1, and Tier 2 engines with Tier 3 and Tier 4 Final-compliant equipment. As the County's fleet ages, compliance becomes increasingly difficult and expensive to achieve through retrofits alone. In many cases, replacement is more cost-effective over the life cycle of the equipment than installing emission control devices on machines that are already beyond their intended design life.

The Caterpillar 430 Backhoe is essential for roadway excavation, culvert installation and repair, drainage maintenance, utility location, trenching, slope repair, and minor construction. The current backhoe is high in hours and frequently out of service, resulting in work delays and the use of less suitable or more costly rented equipment.

This equipment lease directly supports the County's ability to maintain more than 710 miles of roadways in a safe and serviceable condition. The new equipment will improve operational efficiency, reduce downtime, enhance crew safety, reduce maintenance costs, and significantly lower emissions.

Prior Board Action
None.

Fiscal Impact/Funding Source
60-month term with monthly payments of $4,381 to be paid out of the Road Fund.

Action for the Clerk
The documents will be signed via DocSign. Molly West will coordinate with the Chair.

Attachments:
1. Unified Fleet Services, LLC Contract
2. Signed Proposal_CAT Equipment

County of Colusa, California

DOCUMENTATION INSTRUCTIONS

The instructions listed below should be followed when completing the enclosed documentation. ***Please sign in blue ink and print on single sided paper only.*** Documentation completed improperly will delay funding. If you have any questions regarding the Conditions to Funding, instructions or the documentation, please call us at (801) 889-2038.

1. Attached Documentation

1. **Government Obligation Contract**
   *An authorized individual that is with the Obligor should sign on the first space provided. ***All original signatures are required for funding.***
2. **Exhibit A - Description of Equipment**
   *Review equipment description. Complete serial number/VIN if applicable.
   *List the location where the equipment will be located after delivery/installation.
3. **Exhibit B - Payment Schedule**
   *Sign and print name and title.
4. **Exhibit C - Certificate of Acceptance**
   *Sign and print name and title.
5. **Exhibit D - Obligor Resolution**
   *Type in the date of the meeting in which the purchase was approved.
   *Print or type the name and title of the individual(s) who is authorized to execute the Contract.
   *The board chairman or other authorized member of the Obligor's Governing Body must sign the Resolution where indicated.
   *The board secretary or board clerk of Obligor must attest the Resolution where indicated.
6. **Exhibit E - Bank Qualified Certificate**
   *Sign and print name and title.
7. **Notice of Assignment**
   *Sign and print name and title.
8. **Insurance Requirements**
   *Complete insurance company contact information where indicated.
9. **Debit Authorization - (Required)**
   *Complete form and attach a voided check.
10. **8038G IRS Form**
    *Please read 8038 Review Form.
    *In Box 2, type Employer Identification Number.
    *Sign and print name and title.

2. Additional Documentation Required

1. Insurance certificate as stated on the Insurance Requirements Form
2. Vendor Invoice for the amount to finance listing applicable SN/VIN, down payment, trade, etc.
3. Front and back copies of MSO or title listing "KS StateBank AOIA" as first lien holder

3. Condition to Funding

If, for any reason: (i) the required documentation is not returned by March 12, 2026, is incomplete, or has unresolved issues relating thereto, or (ii) on, or prior to the return of the documentation, there is a change of circumstance, including but not limited to changes in the federal corporate income tax rate or reducing/capping the tax-exempt interest benefit, which adversely affects the expectations, rights or security of the Obligee or its assignees; then Obligee or its assignees reserve the right to withdraw/void its offer to fund this transaction in its entirety. *Neither KS StateBank nor Baystone Government Finance is acting as an advisor to the municipal entity/obligated person and neither owes a fiduciary duty pursuant to Section 15B of the Exchange Act of 1934.*

All documentation should be returned to:
Unified Fleet Services, LLC
3038 Specialty Circle
South Lake, Utah 84115

GOVERNMENT OBLIGATION CONTRACT

Obligor
County of Colusa, California
547 Market St
Colusa, California 95932

Obligee
Unified Fleet Services, LLC
3038 Specialty Circle
South Lake, Utah 84115

Dated as of November 13, 2025

This Government Obligation Contract dated as of the date listed above is between Obligee and Obligor listed directly above. Obligee desires to finance the purchase of the Equipment described in Exhibit A to Obligor and Obligor desires to have Obligee finance the purchase of the Equipment subject to the terms and conditions of this Contract which are set forth below.

Definitions

Section 1.01 Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:
"Additional Schedule" refers to the proper execution of additional schedules to Exhibit A and Exhibit B, as well as other exhibits or documents that may be required by the Obligee all of which relate to the financing of additional Equipment.
"Budget Year" means the Obligor's fiscal year.
"Commencement Date" is the date when Obligor's obligation to pay Contract Payments begins.
"Contract" means this Government Obligation Contract and all Exhibits attached hereto, all addenda, modifications, schedules, refinancings, guarantees and all documents relied upon by Obligee prior to execution of this Contract.
"Contract Payments" means the payments Obligor is required to make under this Contract as set forth on Exhibit B.
"Contract Term" means the Original Term and all Renewal Terms.
"Exhibit" includes the Exhibits attached hereto, and any "Additional Schedule", whether now existing or subsequently created.
"Equipment" means all of the items of Equipment listed on Exhibit A and any Additional Schedule, whether now existing or subsequently created, and all replacements, restorations, modifications and improvements.
"Government" as used in the title hereof means a State or a political subdivision of the State within the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended ("Code"), or a constituted authority or district authorized to issue obligations on behalf of the State or political subdivision of the State within the meaning of Treasury Regulation 1.103-1(b), or a qualified volunteer fire company within the meaning of section 150(e)(1) of the Code.
"Obligee" means the entity originally listed above as Obligee or any of its assignees.
"Obligor" means the entity listed above as Obligor and which is financing the Equipment through Obligee under the provisions of this Contract.
"Original Term" means the period from the Commencement Date until the end of the Budget Year of Obligor.
"Renewal Term" means the annual term which begins at the end of the Original Term and which is simultaneous with Obligor's Budget Year and each succeeding Budget Year for the number of Budget Years necessary to comprise the Contract Term.
"State" means the state which Obligor is located.

Obligor Warranties

Section 2.01 Obligor represents, warrants and covenants as follows for the benefit of Obligee or its assignees:
(a) Obligor has complied with any requirement for a referendum and/or competitive bidding.
(b) Obligor has complied with all statutory laws and regulations that may be applicable to the execution of this Contract; Obligor, and its officer executing this Contract, are authorized under the Constitution and laws of the State to enter into this Contract and have used and followed all proper procedures of its governing body in executing and delivering this Contract. The officer of Obligor executing this Contract has the authority to execute and deliver this Contract. This Contract constitutes a legal, valid, binding and enforceable obligation of the Obligor in accordance with its terms.
(c) Obligor shall use the Equipment only for essential, traditional government purposes.
(d) Should the IRS disallow the tax-exempt status of the interest portion of the Contract Payments as a result of the failure of the Obligor to use the Equipment for governmental purposes, or should the Obligor cease to be an issuer of tax exempt obligations, or should the obligation of Obligor created under this Contract cease to be a tax exempt obligation for any reason, then Obligor shall be required to pay additional sums to the Obligee or its assignees so as to bring the after tax yield on this Contract to the same level as the Obligee or its assignees would attain if the transaction continued to be tax-exempt.
(e) Obligor has never non-appropriated funds under a contract similar to this Contract.
(f) Obligor will submit to the Secretary of the Treasury an information reporting statement as required by the Code.
(g) Upon request by Obligee, Obligor will provide Obligee with current financial statements, reports, budgets or other relevant fiscal information.
(h) Obligor shall retain the Equipment free of any hazardous substances as defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et. seq. as amended and supplemented.
(i) Obligor hereby warrants the General Fund of the Obligor is the primary source of funds or a backup source of funds from which the Contract Payments will be made.
(j) Obligor presently intends to continue this Contract for the Original Term and all Renewal Terms as set forth on Exhibit B hereto. The official of Obligor responsible for budget preparation will include in the budget request for each Budget Year the Contract Payments to become due in such Budget Year, and will use all reasonable and lawful means available to secure the appropriation of money for such Budget Year sufficient to pay the Contract Payments coming due therein. Obligor reasonably believes that moneys can and will lawfully be appropriated and made available for this purpose.
(k) Obligor has selected both the Equipment and the vendor(s) from whom the Equipment is to be purchased upon its own judgment and without reliance on any manufacturer, merchant, vendor or distributor, or agent thereof, of such equipment to the public.
(l) Obligor owns the Equipment and any additional collateral free and clear of any liens, and Obligor has not and will not, during the Contract Term, create, permit, incur or assume any levies, liens or encumbrances of any kind with respect to the Equipment or any additional collateral except those created by this Contract.
(m) Obligor warrants, as applicable, the purchase of any telecommunications and video surveillance services or equipment financed hereunder complies with 2 CFR § 200.216 and 2 CFR § 200.471.
(n) Obligor warrants that it understands and has complied with 2 CFR § 200.322 in relation to domestic preferences for procurements, as applicable.

Section 2.02 Escrow Agreement. In the event both Obligee and Obligor mutually agree to utilize an Escrow Account, then immediately following the execution and delivery of this Contract, Obligee and Obligor agree to execute and deliver and to cause Escrow Agent to execute and deliver the Escrow Agreement. This Contract shall take effect only upon execution and delivery of the Escrow Agreement by the parties thereto. Obligee shall deposit or cause to be deposited with the Escrow Agent for credit to the Equipment Acquisition Fund the sum of $N/A, which shall be held, invested and disbursed in accordance with the Escrow Agreement.

Acquisition of Equipment, Contract Payments and the Purchase Option Price

Section 3.01 Acquisition and Acceptance. Obligor shall be solely responsible for the ordering of the Equipment and for the delivery and installation of the Equipment. Execution of the Certificate of Acceptance or, alternatively, Payment Request and Equipment Acceptance Form, by a duly authorized representative of Obligor, shall constitute acceptance of the Equipment on behalf of the Obligor.

Section 3.02 Contract Payments. Obligor shall pay Contract Payments exclusively to Obligee or its assignees in lawful, legally available money of the United States of America. The Contract Payments shall be sent to the location specified by the Obligee or its assignees. The Contract Payments shall constitute a current expense of the Obligor and shall not constitute an indebtedness of the Obligor. The Contract Payments, payable without notice or demand, are due as set forth on Exhibit B. Obligee shall have the option to charge interest at the highest lawful rate on any Contract Payment received later than the due date for the number of days that the Contract Payment(s) were late, plus any additional accrual on the outstanding balance for the number of days that the Contract Payment(s) were late. Obligee shall also have the option, on monthly payments only, to charge a late fee of up to 10% of the monthly Contract Payment that is past due. Furthermore, Obligor agrees to pay any fees associated with the use of a payment system other than check, wire transfer, or ACH. Once all amounts due Obligee hereunder have been received, Obligee will release any and all of its rights, title and interest in the Equipment.

Section 3.03 CONTRACT PAYMENTS UNCONDITIONAL. Except as provided under Section 4.01, THE OBLIGATIONS OF OBLIGOR TO MAKE CONTRACT PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS CONTAINED IN THIS CONTRACT SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF, OR SUBJECT TO DEFENSE OR COUNTERCLAIM.

Section 3.04 Purchase Option Price. Upon thirty (30) days written notice, Obligor shall have the option to pay, in addition to the Contract Payment, the corresponding Purchase Option Price which is listed on the same line on Exhibit B. This option is only available to the Obligor on the Contract Payment date and no partial prepayments are allowed. If Obligor chooses this option and pays the Purchase Option Price to Obligee then Obligee will transfer any and all of its rights, title and interest in the Equipment to Obligor.

Section 3.05 Contract Term. The Contract Term shall be the Original Term and all Renewal Terms until all the Contract Payments are paid as set forth on Exhibit B except as provided under Section 4.01 and Section 9.01 below. If, after the end of the budgeting process which occurs at the end of the Original Term or any Renewal Term, Obligor has not non-appropriated as provided for in this Contract then the Contract Term shall be extended into the next Renewal Term and the Obligor shall be obligated to make all the Contract Payments that come due during such Renewal Term.

Section 3.06 Disclaimer of Warranties. OBLIGEE MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR ANY OTHER WARRANTY WITH RESPECT TO THE EQUIPMENT. OBLIGEE IS NOT A MANUFACTURER, SELLER, VENDOR OR DISTRIBUTOR, OR AGENT THEREOF, OF SUCH EQUIPMENT; NOR IS OBLIGEE A MERCHANT OR IN THE BUSINESS OF DISTRIBUTING SUCH EQUIPMENT TO THE PUBLIC. OBLIGEE SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE ARISING OUT OF THE INSTALLATION, OPERATION, POSSESSION, STORAGE OR USE OF THE EQUIPMENT BY OBLIGOR.

Non-Appropriation

Section 4.01 Non-Appropriation. If insufficient funds are available in Obligor's budget for the next Budget Year to make the Contract Payments for the next Renewal Term and the funds to make such Contract Payments are otherwise unavailable by any lawful means whatsoever, then Obligor may non-appropriate the funds to pay the Contract Payments for the next Renewal Term. Such non-appropriation shall be evidenced by the passage of an ordinance or resolution by the governing body of Obligor specifically prohibiting Obligor from performing its obligations under this Contract and from using any moneys to pay the Contract Payments due under this Contract for a designated Budget Year and all subsequent Budget Years. If Obligor non-appropriates, then all obligations of the Obligor under this Contract regarding Contract Payments for all remaining Renewal Terms shall be terminated at the end of the then current Original Term or Renewal Term without penalty or liability to the Obligor of any kind provided that if Obligor has not delivered possession of the Equipment to Obligee as provided herein and conveyed to Obligee or released its interest in the Equipment by the end of the last Budget Year for which Contract Payments were paid, the termination shall nevertheless be effective but Obligor shall be responsible for the payment of damages in an amount equal to the amount of the Contract Payments thereafter coming due under Exhibit B which are attributable to the number of days after such Budget Year during which Obligor fails to take such actions and for any other loss suffered by Obligee as a result of Obligor's failure to take such actions as required. Obligor shall immediately notify the Obligee as soon as the decision to non-appropriate is made. If such non-appropriation occurs, then Obligor shall deliver the Equipment to Obligee as provided below in Section 9.04. Obligor shall be liable for all damage to the Equipment other than normal wear and tear. If Obligor fails to deliver the Equipment to Obligee, then Obligee may enter the premises where the Equipment is locted and take possession of the Equipment and charge Obligor for costs incurred.

Section 5.02 Damage to or Destruction of Equipment. Obligor assumes the risk of loss or damage to the Equipment. If the Equipment or any portion thereof is lost, stolen, damaged, or destroyed by fire or other casualty, Obligor will immediately report all such losses to all possible insurers and take the proper procedures to obtain all insurance proceeds. At the option of Obligee, Obligor shall either (1) apply the Net Proceeds to replace, repair or restore the Equipment or (2) apply the Net Proceeds to the applicable Purchase Option Price. For purposes of this Section and Section 5.03, the term Net Proceeds shall mean the amount of insurance proceeds collected from all applicable insurance policies after deducting all expenses incurred in the collection thereof.

Section 5.03 Insufficiency of Net Proceeds. If there are no Net Proceeds for whatever reason or if the Net Proceeds are insufficient to pay in full the cost of any replacement, repair, restoration, modification or improvement of the Equipment, then Obligor shall, at the option of Obligee, either (1) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds or (2) apply the Net Proceeds to the Purchase Option Price and pay the deficiency, if any, to the Obligee.

Section 5.04 Obligor Negligence. Obligor assumes all risks and liabilities, whether or not covered by insurance, for loss or damage to the Equipment and for injury to or death of any person or damage to any property whether such injury or death be with respect to agents or employees of Obligor or of third parties, and whether such property damage be to Obligor's property or the property of others (including, without limitation, liabilities for loss or damage related to the release or threatened release of hazardous substances under the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act or similar or successor law or any State or local equivalent now existing or hereinafter enacted which in any manner arise out of or are incident to any possession, use, operation, condition or storage of any Equipment by Obligor), which is proximately caused by the negligent conduct of Obligor, its officers, employees and agents.

Section 5.05 Reimbursement. Obligor hereby assumes responsibility for and agrees to reimburse Obligee for all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses (including reasonable attorneys' fees) of whatsoever kind and nature, imposed on, incurred by or asserted against Obligee that in any way relate to or arise out of a claim, suit or proceeding, based in whole or in part upon the negligent conduct of Obligor, its officers, employees and agents, or arose out of installation, operation, possession, storage or use of any item of the Equipment, to the maximum extent permitted by law.

Title and Security Interest

Section 5.01 Title. Title to the Equipment shall vest in Obligor when Obligor acquires and accepts the Equipment. Title to the Equipment will automatically transfer to the Obligee in the event Obligor non-appropriates under Section 4.01 or in the event Obligor defaults under Section 9.01. In such event, Obligor shall execute and deliver to Obligee such documents as Obligee may request to evidence the passage of legal title to the Equipment to Obligee.

Section 6.02 Security Interest. To secure the payment of all Obligor's obligations under this Contract, as well as all other obligations, debts and liabilities, plus interest thereon, whether now existing or subsequently created, Obligor hereby grants to Obligee a security interest under the Uniform Commercial Code constituting a first lien on the Equipment described more fully on Exhibit A. Furthermore, Obligor agrees that any other collateral securing any other obligation(s) to Obligee, whether offered prior to or subsequent hereto, also secures this obligation. The security interest established by this section includes not only all additions, attachments, repairs and replacements to the Equipment but also all proceeds therefrom. Obligor authorizes Obligee to prepare and record any Financing Statement required under the Uniform Commercial Code to perfect the security interest created hereunder. Obligor agrees that any Equipment listed on Exhibit A is and will remain personal property and will not be considered a fixture even if attached to real property.

Assignment

Section 6.01 Assignment by Obligee. All of Obligee's rights, title and/or interest in and to this Contract may be assigned and reassigned in whole or in part to one or more assignees or sub-assignees by Obligee at any time without the consent of Obligor. No such assignment shall be effective as against Obligor until the assignor shall have filed with Obligor written notice of assignment identifying the assignee. Obligor shall pay all Contract Payments due hereunder relating to such Equipment to or at the direction of Obligee or the assignee named in the notice of assignment. Obligor shall keep a complete and accurate record of all such assignments.

Section 7.02 Assignment by Obligor. None of Obligor's right, title and interest under this Contract and in the Equipment may be assigned by Obligor unless Obligee approves of such assignment in writing before such assignmentoccurs and only after Obligor first obtains an opinion from nationally recognized counsel stating that such assignment will not jeopardize the tax-exempt status of the obligation.

Maintenance of Equipment

Section 7.01 Equipment. Obligor shall keep the Equipment in good repair and working order, and as required by manufacturer's and warranty specifications. If Equipment consists of copiers, Obligor is required to enter into a copier maintenance/service agreement. Obligee shall have no obligation to inspect, test, service, maintain, repair or make improvements or additions to the Equipment under any circumstances. Obligor will be liable for all damage to the Equipment, other than normal wear and tear, caused by Obligor, its employees or its agents. Obligor shall pay for and obtain all permits, licenses and taxes related to the ownership, installation, operation, possession, storage or use of the Equipment. If any fees are required to be paid by the California Debt & Investment Advisory Commission then such fees shall be paid directly from the Obligor to the California Debt & Investment Advisory Commission. If the Equipment includes any titled vehicle(s), then Obligor is responsible for obtaining such title(s) from the State and also for ensuring that Obligee is listed as First Lienholder on all of the title(s). Obligor shall not use the Equipment to haul, convey or transport hazardous waste as defined in the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et. seq. Obligor agrees that Obligee or its Assignee may execute any additional documents including financing statements, affidavits, notices, and similar instruments, for and on behalf of Obligor which Obligee deems necessary or appropriate to protect Obligee's interest in the Equipment and in this Contract. Obligor shall allow Obligee to examine and inspect the Equipment at all reasonable times.

Default

Section 8.01 Events of Default defined. The following events shall constitute an "Event of Default" under this Contract:

(a) Failure by Obligor to pay any Contract Payment listed on Exhibit B for fifteen (15) days after such payment is due according to the Payment Date listed on Exhibit B.

(b) Failure to pay any other payment required to be paid under this Contract at the time specified herein and a continuation of said failure for a period of fifteen (15) days after written notice by Obligee that such payment must be made. If Obligor continues to fail to pay any payment after such period, then Obligee may, but will not be obligated to, make such payments and charge Obligor for all costs incurred plus interest at the highest lawful rate.

(c) Failure by Obligor to observe and perform any warranty, covenant, condition, promise or duty under this Contract for a period of thirty (30) days after written notice specifying such failure is given to Obligor by Obligee, unless Obligee agrees in writing to an extension of time. Obligee will not unreasonably withhold its consent to an extension of time if corrective action is instituted by Obligor. Subsection (c) does not apply to Contract Payments and other payments discussed above.

(d) Any statement, material omission, representation or warranty made by Obligor in or pursuant to this Contract which proves to be false, incorrect or misleading on the date when made regardless of Obligor's intent and which materially adversely affects the rights or security of Obligee under this Contract.

(e) Any provision of this Contract which ceases to be valid for whatever reason and the loss of such provision would materially adversely affect the rights or security of Obligee.

(f) Except as provided in Section 4.01 above, Obligor admits in writing its inability to pay its obligations.

(g) Obligor defaults on one or more of its other obligations.

(h) Obligor becomes insolvent, is unable to pay its debts as they become due, makes an assignment for the benefit of creditors, applies for or consents to the appointment of a receiver, trustee, conservator, custodian, or liquidator of Obligor, or all or substantially all of its assets, or a petition for relief is filed by Obligor under federal bankruptcy, insolvency or similar laws, or is filed against Obligor and is not dismissed within thirty (30) days thereafter.

Section 9.02 Remedies on Default . Whenever any Event of Default exists, Obligee shall have the right to take one or any combination of the following remedial steps:

(a) With or without terminating this Contract, Obligee may declare all Contract Payments and other amounts payable by Obligor hereunder to the end of the then current Budget Year to be immediately due and payable.

(b) With or without terminating this Contract, Obligee may require Obligor at Obligor's expense to redeliver any or all of the Equipment and any additional collateral to Obligee as provided below in Section 9.04. Such delivery shall take place within fifteen (15) days after the Event of Default occurs. If Obligor fails to deliver the Equipment and any additional collateral, Obligee may enter the premises where the Equipment and any additional collateral is located and take possession of the Equipment and any additional collateral and charge Obligor for costs incurred. Notwithstanding that Obligee has taken possession of the Equipment and any additional collateral, Obligor shall still be obligated to pay the remaining Contract Payments due up until the end of the then current Original Term or Renewal Term. Obligor will be liable for any damage to the Equipment and any additional collateral caused by Obligor or its employees or agents.

(c) Obligee may take whatever action at law or in equity that may appear necessary or desirable to enforce its rights. Obligor shall be responsible to Obligee for all costs incurred by Obligee in the enforcement of its rights under this Contract including, but not limited to, reasonable attorney fees.

Section 9.03 No Remedy Exclusive. No remedy herein conferred upon or reserved to Obligee is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Contract now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or shall be construed to be a waiver thereof.

Section 9.04 Return of Equipment and Storage.

(a) Surrender: The Obligor shall, at its own expense, surrender the Equipment, any additional collateral and all required documentation to evidence transfer of title from Obligor to the Obligee in the event of a default or a non-appropriation by delivering the Equipment and any additional collateral to the Obligee to a location accessible by common carrier and designated by Obligee. In the case that any of the Equipment and any additional collateral consists of software, Obligor shall destroy all intangible items constituting such software and shall deliver to Obligee all tangible items constituting such software. At Obligee's request, Obligor shall also certify in a form acceptable to Obligee that Obligor has complied with the above software return provisions and that they will immediately cease using the software and that they shall permit Obligee and/or the vendor of the software to inspect Obligor's locations to verify compliance with the terms hereto.

(b) Delivery: The Equipment and any additional collateral shall be delivered to the location designated by the Obligee by a common carrier unless the Obligee agrees in writing that a common carrier is not needed. When the Equipment and any additional collateral is delivered into the custody of a common carrier, the Obligor shall arrange for the shipping of the item and its insurance in transit in accordance with the Obligee's instructions and at the Obligor's sole expense. Obligor at its expense shall completely sever and disconnect the Equipment and any additional collateral or its component parts from the Obligor's property all without liability to the Obligee. Obligor shall pack or crate the Equipment and any additional collateral and all of the component parts of the Equipment and any additional collateral carefully and in accordance with any recommendations of the manufacturer. The Obligor shall deliver to the Obligee the plans, specifications, operation manuals or other warranties and documents furnished by the manufacturer or vendor on the Equipment and any additional collateral and such other documents in the Obligor's possession relating to the maintenance and methods of operation of such Equipment and any additional collateral.

(c) Condition: When the Equipment is surrendered to the Obligee it shall be in the condition and repair required to be maintained under this Contract. It will also meet all legal regulatory conditions necessary for the Obligee to sell or lease it to a third party and be free of all liens. If Obligee reasonably determines that the Equipment or an item of the Equipment, once it is returned, is not in the condition required hereby, Obligee may cause the repair, service, upgrade, modification or overhaul of the Equipment or an item of the Equipment to achieve such condition and upon demand, Obligor shall promptly reimburse Obligee for all amounts reasonably expended in connection with the foregoing.

(d) Storage: Upon written request by the Obligee, the Obligor shall provide free storage for the Equipment and any additional collateral for a period not to exceed 60 days after the expiration of the Contract Term before returning it to the Obligee. The Obligor shall arrange for the insurance described to continue in full force and effect with respect to such item during its storage period and the Obligee shall reimburse the Obligor on demand for the incremental premium cost of providing such insurance.

Miscellaneous

Section 9.01 Notices. All notices shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business as first set forth herein or as the parties shall designate hereafter in writing.

Section 10.02 Binding Effect. Obligor acknowledges this Contract is not binding upon the Obligee or its assignees unless the Conditions to Funding listed on the Documentation Instructions have been met to Obligee's satisfaction, and Obligee has executed the Contract. Thereafter, this Contract shall inure to the benefit of and shall be binding upon Obligee and Obligor and their respective successors and assigns.

Section 10.03 Severability. In the event any provision of this Contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 10.04 Amendments, Addenda, Changes or Modifications. This Contract may be amended, added to, changed or modified by written agreement duly executed by Obligee and Obligor. Furthermore, Obligee reserves the right to directly charge or amortize into the remaining balance due from Obligor, a reasonable fee, to be determined at that time, as compensation to Obligee for the additional administrative expense resulting from such amendment, addenda, change or modification requested by Obligor.

Section 10.05 Execution in Counterparts and Electronic Signatures. This Contract may be simultaneously executed in several counterparts, including electronically, each of which shall be an original and all of which shall constitute one and the same instrument.

Section 10.06 Captions. The captions or headings in this Contract do not define, limit or describe the scope or intent of any provisions or sections of this Contract.

Section 10.07 Master Contract. This Contract can be utilized as a Master Contract. This means that the Obligee and the Obligor may agree to the financing of additional Equipment under this Contract at some point in the future by executing one or more Additional Schedules to Exhibit A and Exhibit B, as well as other exhibits or documents that may be required by Obligee. Additional Schedules will be consecutively numbered on each of the exhibits which make up the Additional Schedule and all the terms and conditions of the Contract shall govern each Additional Schedule.

Section 10.08 Entire Writing. This Contract constitutes the entire writing between Obligee and Obligor. No waiver, consent, modification or change of terms of this Contract shall bind either party unless in writing and signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, representations, conditions, or warranties, express or implied, which are not specified herein regarding this Contract, the Equipment or any additional collateral, financed hereunder. Any terms and conditions of any purchase order or other documents submitted by Obligor in connection with this Contract which are in addition to or inconsistent with the terms and conditions of this Contract will not be binding on Obligee and will not apply to this Contract.

Obligee and Obligor have caused this Contract to be executed in their names by their duly authorized representatives listed below.

County of Colusa, California	**Unified Fleet Services, LLC**
_____	_____
Signature	Signature
Daurice K. Smith, Board Chair	Chelsi Smythe, Contract Manager
_____	_____
Printed Name and Title	Printed Name and Title

EXHIBIT A

DESCRIPTION OF EQUIPMENT

RE: Government Obligation Contract dated as of November 13, 2025, between Unified Fleet Services, LLC (Obligee) and County of Colusa, California (Obligor)

Below is a detailed description of all the items of Equipment including quantity, model number and serial number where applicable:

One (1) 2024 Caterpillar 430 Backhoe

Physical Address of Equipment after Delivery: _____

EXHIBIT B

Schedule (01)

PAYMENT SCHEDULE

RE: Government Obligation Contract dated as of November 13, 2025, between Unified Fleet Services, LLC (Obligee) and County of Colusa, California (Obligor)

Date of First Payment	January 15, 2026
Original Balance	$228,859.73
Total Number of Payments	Sixty (60)
Number of Payments Per Year	Twelve (12)

Pmt No.	Due Date	Contract Payment	Applied to Interest	Applied to Principal	*Purchase Option Price
1	15-Jan-26	$4,381.00	$1,066.10	$3,314.90	$228,247.38
2	15-Feb-26	$4,381.00	$1,050.66	$3,330.34	$224,834.53
3	15-Mar-26	$4,381.00	$1,035.15	$3,345.85	$221,407.20
4	15-Apr-26	$4,381.00	$1,019.56	$3,361.44	$217,965.34
5	15-May-26	$4,381.00	$1,003.90	$3,377.10	$214,508.88
6	15-Jun-26	$4,381.00	$988.17	$3,392.83	$211,037.76
7	15-Jul-26	$4,381.00	$972.37	$3,408.63	$207,551.91
8	15-Aug-26	$4,381.00	$956.49	$3,424.51	$204,051.28
9	15-Sep-26	$4,381.00	$940.54	$3,440.46	$200,535.80
10	15-Oct-26	$4,381.00	$924.51	$3,456.49	$197,005.41
11	15-Nov-26	$4,381.00	$908.41	$3,472.59	$193,460.04
12	15-Dec-26	$4,381.00	$892.23	$3,488.77	$189,899.63
13	15-Jan-27	$4,381.00	$875.98	$3,505.02	$186,324.12
14	15-Feb-27	$4,381.00	$859.65	$3,521.35	$182,733.44
15	15-Mar-27	$4,381.00	$843.25	$3,537.75	$179,127.53
16	15-Apr-27	$4,381.00	$826.77	$3,554.23	$175,506.33
17	15-May-27	$4,381.00	$810.21	$3,570.79	$171,869.77
18	15-Jun-27	$4,381.00	$793.58	$3,587.42	$168,217.78
19	15-Jul-27	$4,381.00	$776.87	$3,604.13	$164,550.30
20	15-Aug-27	$4,381.00	$760.08	$3,620.92	$160,867.27
21	15-Sep-27	$4,381.00	$743.21	$3,637.79	$157,168.62
22	15-Oct-27	$4,381.00	$726.26	$3,654.74	$153,454.28
23	15-Nov-27	$4,381.00	$709.24	$3,671.76	$149,724.18
24	15-Dec-27	$4,381.00	$692.13	$3,688.87	$145,978.26
25	15-Jan-28	$4,381.00	$674.95	$3,706.05	$142,216.45
26	15-Feb-28	$4,381.00	$657.69	$3,723.31	$138,438.68
27	15-Mar-28	$4,381.00	$640.34	$3,740.66	$134,644.89
28	15-Apr-28	$4,381.00	$622.92	$3,758.08	$130,835.01
29	15-May-28	$4,381.00	$605.41	$3,775.59	$127,008.97
30	15-Jun-28	$4,381.00	$587.82	$3,793.18	$123,166.70
31	15-Jul-28	$4,381.00	$570.15	$3,810.85	$119,308.13
32	15-Aug-28	$4,381.00	$552.40	$3,828.60	$115,433.20
33	15-Sep-28	$4,381.00	$534.57	$3,846.43	$111,541.83
34	15-Oct-28	$4,381.00	$516.65	$3,864.35	$107,633.95
35	15-Nov-28	$4,381.00	$498.65	$3,882.35	$103,709.50
36	15-Dec-28	$4,381.00	$480.56	$3,900.44	$99,768.40
37	15-Jan-29	$4,381.00	$462.39	$3,918.61	$95,810.58
38	15-Feb-29	$4,381.00	$444.14	$3,936.86	$91,835.98
39	15-Mar-29	$4,381.00	$425.80	$3,955.20	$87,844.52
40	15-Apr-29	$4,381.00	$407.37	$3,973.63	$83,836.13
41	15-May-29	$4,381.00	$388.86	$3,992.14	$79,810.73
42	15-Jun-29	$4,381.00	$370.27	$4,010.73	$75,768.26
43	15-Jul-29	$4,381.00	$351.58	$4,029.42	$71,708.64
44	15-Aug-29	$4,381.00	$332.81	$4,048.19	$67,631.80
45	15-Sep-29	$4,381.00	$313.95	$4,067.05	$63,537.67
46	15-Oct-29	$4,381.00	$295.01	$4,085.99	$59,426.18
47	15-Nov-29	$4,381.00	$275.98	$4,105.02	$55,297.25
48	15-Dec-29	$4,381.00	$256.85	$4,124.15	$51,150.80
49	15-Jan-30	$4,381.00	$237.64	$4,143.36	$46,986.76
50	15-Feb-30	$4,381.00	$218.34	$4,162.66	$42,805.06
51	15-Mar-30	$4,381.00	$198.95	$4,182.05	$38,605.62
52	15-Apr-30	$4,381.00	$179.47	$4,201.53	$34,388.37
53	15-May-30	$4,381.00	$159.90	$4,221.10	$30,153.23
54	15-Jun-30	$4,381.00	$140.23	$4,240.77	$25,900.13
55	15-Jul-30	$4,381.00	$120.48	$4,260.52	$21,628.99
56	15-Aug-30	$4,381.00	$100.63	$4,280.37	$17,339.73
57	15-Sep-30	$4,381.00	$80.69	$4,300.31	$13,032.28

EXHIBIT B - CONTINUED

PAYMENT SCHEDULE

RE: Government Obligation Contract dated as of November 13, 2025, between Unified Fleet Services, LLC (Obligee) and County of Colusa, California (Obligor)

Pmt No.	Due Date	Contract Payment	Applied to Interest	Applied to Principal	*Purchase Option Price
58	15-Oct-30	$4,381.00	$60.66	$4,320.34	$8,706.56
59	15-Nov-30	$4,381.00	$40.53	$4,340.47	$4,362.49
60	15-Dec-30	$4,381.00	$20.31	$4,360.69	$0.00

County of Colusa, California

_____

Signature

Daurice K. Smith, Board Chair

_____

Printed Name and Title

*Assumes all Contract Payments due to date are paid

EXHIBIT D

OBLIGOR RESOLUTION

RE: Government Obligation Contract dated as of November 13, 2025, between Unified Fleet Services, LLC (Obligee) and County of Colusa, California (Obligor)

At a duly called meeting of the Governing Body of the Obligor (as defined in the Contract) held on _____ the following resolution was introduced and adopted:

BE IT RESOLVED by the Governing Body of Obligor as follows:

1. **Determination of Need.** The Governing Body of Obligor has determined that a true and very real need exists for the acquisition of the Equipment described on Exhibit A of the Government Obligation Contract dated as of November 13, 2025, between County of Colusa, California (Obligor) and Unified Fleet Services, LLC (Obligee).

2. **Approval and Authorization.** The Governing Body of Obligor has determined that the Contract, substantially in the form presented to this meeting, is in the best interests of the Obligor for the acquisition of such Equipment, and the Governing Body hereby approves the entering into of the Contract by the Obligor and hereby designates and authorizes the following person(s) to execute and deliver the Contract on Obligor's behalf with such changes thereto as such person(s) deem(s) appropriate, and any related documents, including any Escrow Agreement, necessary to the consummation of the transaction contemplated by the Contract.

Authorized Individual(s): Daurice K. Smith, Board Chair, Josh Pack, County Administrative Officer

_____

(Typed or Printed Name and Title of Individual(s) authorized to execute the Contract)

3. **Adoption of Resolution.** The signatures below from the designated individuals from the Governing Body of the Obligor evidence the adoption by the Governing Body of this Resolution.

Signature: _____

(Signature of Board Chairman or other authorized member of the Obligors Governing Body)

Printed Name & Title: Daurice K. Smith, Board Chair

_____

(Printed Name and Title of individual who signed directly above)

Attested By: _____

(Signature of Obligors Board Secretary or Board Clerk)

Printed Name & Title: Josh Pack, County Administrative Officer

_____

(Printed Name of individual who signed directly above)

EXHIBIT E

BANK QUALIFIED CERTIFICATE

RE: Government Obligation Contract dated as of November 13, 2025, between Unified Fleet Services, LLC (Obligee) and County of Colusa, California (Obligor)

Whereas, Obligor hereby represents that it is a "Bank Qualified" Issuer for the calendar year in which this Contract is executed by making the following designations with respect to Section 265 of the Internal Revenue Code of 1986, as amended (the "Code"). (A "Bank Qualified Issuer" is an issuer that issues less than ten million ($10,000,000) dollars of tax-exempt obligations other than "private activity bonds" as defined in Section 141 of the Code, excluding certain "qualified 501(c)(3) bonds" as defined in Section 145 of the Code, during the calendar year).

Now, therefor, Obligor hereby designates this Contract as follows:

1. **Designation as Qualified Tax-Exempt Obligation.** Pursuant to Section 265(b)(3)(B)(i) of the Code, the Obligor hereby specifically designates the Contract as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code. In compliance with Section 265(b)(3)(D) of the Code, the Obligor hereby represents that the Obligor will not designate more than $10,000,000 of obligations issued by the Obligor in the calendar year during which the Contract is executed and delivered as such "qualified tax-exempt obligations".

2. **Issuance Limitation.** In compliance with the requirements of Section 265(b)(3)(C) of the Code, the Obligor hereby represents that the Obligor (including all subordinate entities of the Obligor within the meaning of Section 265(b)(3)(E) of the Code) reasonably anticipates not to issue in the calendar year during which the Contract is executed and delivered, obligations bearing interest exempt from federal income taxation under Section 103 of the Code (other than "private activity bonds" as defined in Section 141 of the Code and excluding certain "qualified 501(c)(3) bonds" as defined in Section 145 of the Code) in an amount greater than $10,000,000.

County of Colusa, California

Signature

Daurice K. Smith, Board Chair

Printed Name and Title

NOTICE OF ASSIGNMENT

November 13, 2025

Unified Fleet Services, LLC (Obligee/Assignor) hereby gives notice of an Assignment between Obligee/Assignor and KS StateBank (Assignee) of the Government Obligation Contract (Contract) between Obligee/Assignor and County of Colusa, California, dated as of November 13, 2025.

All Contract Payments coming due pursuant to the Contract shall be made to:

KS StateBank
P.O. Box 1608
Manhattan, Kansas 66505

Unified Fleet Services, LLC, Obligee/Assignor

Signature
Chelsi Smythe, Contract Manager
Printed Name and Title

ACKNOWLEDGEMENT OF AND CONSENT TO ASSIGNMENT

County of Colusa, California (Obligor) as party to a Government Obligation Contract dated as of November 13, 2025 between Obligor and Unified Fleet Services, LLC (Obligee), hereby acknowledges receipt of a Notice of Assignment dated November 13, 2025 whereby Obligee gave notice of its assignment to KS StateBank of its right to receive all Contract Payments due from Obligor under the Contract and hereby consents to that Assignment. Pursuant to the Notice of Assignment from Obligee, Obligor agrees to deliver all Contract Payments coming due under the Contract to:

KS StateBank
P.O. Box 1608
Manhattan, Kansas 66505

County of Colusa, California

Signature
Daurice K. Smith, Board Chair
Printed Name and Title

INVOICE

Date Sent: 12/05/2025

Bill to:
County of Colusa, California
ATTN: Accounts Payable
547 Market St
Colusa, CA 95932

Account Number: 3364982
Invoice Number: 64982-01-2026
Payment Date: 01-15-2026
Payment Due Date: 01-15-2026
Total Due: $4,381.00

Description		Amount
Government Obligation Contract	Payment Amount:	$4,381.00
Dated as of November 13, 2025		
One (1) 2024 Caterpillar 430 Backhoe		
Additional interest will be assessed on any payment received after the due date.		
		$4,381.00
		Total Due

Remit to:
KS StateBank
Government Finance Department
PO Box 1608
Manhattan, KS 66505
For Inquiries: (801) 889-2038
NOTE: The address listed above is for payments only

INVOICE

Date Sent: 12/05/2025

Bill to:
County of Colusa, California
ATTN: Accounts Payable
547 Market St
Colusa, CA 95932

Account Number: 3364982
Invoice Number: 64982-02-2026
Payment Date: 02-15-2026
Payment Due Date: 02-15-2026
Total Due: $4,381.00

Description		Amount
Government Obligation Contract	Payment Amount:	$4,381.00
Dated as of November 13, 2025		
One (1) 2024 Caterpillar 430 Backhoe		
Additional interest will be assessed on any payment received after the due date.		
		$4,381.00
		Total Due

Remit to:
KS StateBank
Government Finance Department
PO Box 1608
Manhattan, KS 66505
For Inquiries: (801) 889-2038
NOTE: The address listed above is for payments only

8038 REVIEW FORM

The 8038 form attached hereto is an important part of the documentation package and must be properly filled out and submitted to the Department of the Treasury in order for you to receive the lower tax-exempt rate. Unless you instruct us otherwise, we have engaged a Paid Preparer to assist in the filling out of this form. The Paid Preparer has filled out the relevant portions of this form based on the current understanding of what is required by the Department of the Treasury. The responses on this 8038 form are based on the dates and amounts which you have requested (structure of the transaction) and which are on the Payment Schedule.

1. Please review our responses for accuracy. If anything is inaccurate, please contact our office so that we can make proper revisions.
2. If the information provided to you on this form is accurate, please sign where indicated and return with the document package.
3. If there are any changes to the structure of the transaction that occur prior to funding which require a change to the 8038 form, we will make such changes and provide notification to you.
4. We will return to you a copy of the 8038 form that was mailed to the Department of the Treasury.

Important Note:
The IRS is now requesting information regarding tax-exempt issuers' and borrowers' written policies and procedures designed to monitor post-issuance compliance with the federal tax rules applicable to tax-exempt obligations (boxes 43 and 44). Do not check items 43 and 44 on the 8038 form unless you have established written procedures in accordance with the instructions referenced directly below. If you choose to "check" items 43 and/or 44, please be prepared to provide copies of such written procedures to the Paid Preparer or any representatives of the IRS upon request. Written procedures should contain certain key characteristics, including making provisions for:

* Due diligence review at regular intervals;
* Identifying the official or employee responsible for review;
* Training of the responsible official/employee;
* Retention of adequate records to substantiate compliance (e.g., records relating to expenditure of proceeds);
* Procedures reasonably expected to timely identify noncompliance; and
* Procedures ensuring that the issuer will take steps to timely correct noncompliance.

For additional guidance on this 8038 form, you can refer to the Documentation Instructions located on the following government website: http://www.irs.gov/app/picklist/list/formsInstructions.html, or contact your local IRS office.

Form **8038-G**

(Rev. October 2021)

Department of the Treasury
Internal Revenue Service

Information Return for Tax-Exempt Governmental Bonds

▶ **Under Internal Revenue Code section 149(e)**

▶ **See separate instructions.**

Caution: *If the issue price is under $100,000, use Form 8038-GC.*

▶ **Go to *www.irs.gov/F8038G* for instructions and the latest information.**

OMB No. 1545-0047

Part I Reporting Authority

Check box if **Amended Return** ▶ ☐

1 Issuer's name County of Colusa, California		**2** Issuer's employer identification number (EIN) 94-6000508
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		**3b** Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address) 547 Market St	Room/suite	**5** Report number *(For IRS Use Only)* 3
6 City, town, or post office, state, and ZIP code Colusa, CA 95932		**7** Date of issue 12/15/2025
8 Name of issue Government Obligation Contract		**9** CUSIP number None
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information Molly West, Assistant County Administrator		**10b** Telephone number of officer or other employee shown on 10a (530) 458-0438

Part II Type of Issue (Enter the issue price.) See the instructions and attach schedule.

11	Education	**11**	
12	Health and hospital	**12**	
13	Transportation	**13**	
14	Public safety	**14**	
15	Environment (including sewage bonds)	**15**	
16	Housing	**16**	
17	Utilities	**17**	
18	Other. Describe ▶ One (1) 2024 Caterpillar 430 Backhoe	**18**	228,859.73
19a	If bonds are TANs or RANs, check only box 19a ▶ ☐		
b	If bonds are BANs, check only box 19b ▶ ☐		
20	If bonds are in the form of a lease or installment sale, check box ▶ ☒		

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	12/15/2030	$ 228,859.73	$	5 years	5.59 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22	Proceeds used for accrued interest		**22**	
23	Issue price of entire issue (enter amount from line 21, column (b))		**23**	
24	Proceeds used for bond issuance costs (including underwriters' discount)	**24**		
25	Proceeds used for credit enhancement	**25**		
26	Proceeds allocated to reasonably required reserve or replacement fund	**26**		
27	Proceeds used to refund prior tax-exempt bonds. Complete Part V	**27**		
28	Proceeds used to refund prior taxable bonds. Complete Part V	**28**		
29	Total (add lines 24 through 28)		**29**	
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)		**30**	

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31	Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded ▶	years
32	Enter the remaining weighted average maturity of the taxable bonds to be refunded ▶	years
33	Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY) ▶	
34	Enter the date(s) the refunded bonds were issued ▶ (MM/DD/YYYY)	

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions	36a	
b	Enter the final maturity date of the GIC ▶ (MM/DD/YYYY)		
c	Enter the name of the GIC provider ▶		
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	

38a If this issue is a loan made from the proceeds of another tax-exempt issue, check box ▶ ☐ and enter the following information:

b Enter the date of the master pool bond ▶ (MM/DD/YYYY)

c Enter the EIN of the issuer of the master pool bond ▶

d Enter the name of the issuer of the master pool bond ▶

39 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ▶ ☒

40 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ▶ ☐

41a If the issuer has identified a hedge, check here ▶ ☐ and enter the following information:

b Name of hedge provider ▶

c Type of hedge ▶

d Term of hedge ▶

42 If the issuer has superintegrated the hedge, check box ▶ ☐

43 If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ▶ ☐

44 If the issuer has established written procedures to monitor the requirements of section 148, check box ▶ ☐

45a If some portion of the proceeds was used to reimburse expenditures, check here ▶ ☐ and enter the amount of reimbursement ▶

b Enter the date the official intent was adopted ▶ (MM/DD/YYYY)

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

▶ Signature of issuer's authorized representative Date ▶ Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
H. Evan Howe	HEvanHowe Digitally signed by HEvanHowe DN: O=K.S StateBank, CN=HEvanHowe, E=ehowe@kisstate.bank Reason: I am the author of this document Location: Date: 2025.12.05 15:54:58-06'00' Foxit PDF Editor Version: 2025.2.1	12/5/2025		P01438994

Firm's name ▶ Baystone Financial LLC	Firm's EIN ▶ 48-1223987
Firm's address ▶ 10601 Mission Road, Suite 200, Leawood, KS 66206	Phone no. (800) 752-3562



Prepared for: Colusa County

Sept. 12, 2025

UNIFIED FLEET SERVICES

Requested Vehicles & Pricing Options

Requested:

- Equipment #1 - CAT 430 Center Pivot Loader (quote specs below) @500 hours per year

Vehicle Options

Vehicle #1 - CAT 430 Center Pivot Loader

Current Market Residual – 3 Year Balloon Lease

Year	Monthly Payment Due	End-of-Year Balance	End-of-Year Projected Residual	End-of-Year Projected Equity
1	$4,278	$189,895	$181,832	-$8,063
2	$4,278	$148,004	$148,923	$920
3	$4,278	$103,675	$121,971	$18,296

Current Market Residual – 5 Year $1 Buyout

Year	Monthly Payment Due	End-of-Year Balance	End-of-Year Projected Equity
1	$4,381	$188,626	-$6,647
2	$4,381	$145,390	$3,762
3	$4,381	$99,640	$22,568
4	$4,381	$51,228	$48,832
5	$4,381	$0	$81,815

Current Market Residual – 7 Year $1 Buyout

Year	Monthly Payment Due	End-of-Year Balance	End-of-Year Projected Equity
1	$3,300	$201,992	-$20,008
2	$3,300	$172,900	-$23,715
3	$3,300	$142,116	-$19,820
4	$3,300	$109,542	-$9,308
5	$3,300	$75,072	$7,036
6	$3,300	$38,598	$28,593
7	$3,300	$1	$54,880

1) The pricing provided is based on the understanding that the client's supplied quote of $208,226.68 already includes shipping and delivery.
2) This quote is based on ordered unit pricing (unless "lot pricing" is mentioned). Off the lot vehicle pricing is available upon request.

3) Interest rates and pricing assume a minimum of $100,000 in financed vehicles/equipment. Final payments and interest rates may vary based on total financed amount.

4) If applicable, equipment pricing quoted is based on upfitter's best estimate. Final pricing is determined after all equipment is ordered and labor for installation is completed. Once financing is finalized, any variance in final equipment price must be paid in full by the client. Please budget accordingly.

Equipment Specs

New Caterpillar Model: 430 Backhoe Loaders with all standard equipment in addition to the additional specifications listed below:

STOCK NUMBER: **CURRENTLY IN STOCK** YEAR: **2024** SMU: **5**

ADDITIONAL SPECIFICATIONS

Reference #	Description of Material and Equipment	Reference #	Description of Material and Equipment
543-3343	430 BACKHOE LOADER 115 HP	619-6051	TIRES, 340 80-18/540 70-24 MX
543-4286	EXTENDABLE STICK, 15'	9R-6007	STABILIZER PADS, FLIP-OVER
544-1059	PT, 2WS, AUTO SHIFT TRANSMISSION	353-1389	GUARD, STABILIZER
543-5181	CAT C3.6 ENGINE, 86KW, C3.6, TIER 4 FINAL	567-5090	AUTO-UP STABILIZERS
542-7774	HYD, MP, 6FCN	337-9696	COUNTERWEIGHT, 1015 LBS
337-7442	MULTI PURPOSE BUCKET (4IN1) ,1.4 YD3, PO	551-6453	RIDE CONTROL
9R-5320	CUTTING EDGE, TWO PIECE,WIDE	548-1233	AUX COMBO LINES, E-STICK
206-1748	BELT, SEAT, 3" SUSPENSION	634-6334	BEACON, AMBER LED
544-0883	CAB, DELUXE	540-2298	STD RADIO (12V)
542-7810	AIR CONDITIONER / HEAT	639-4880	PRODUCT LINK, CELLULAR, PLE643
545-5047	DISPLAY, STD	382-2499	MIRRORS, EXTERNAL, BOTH SIDES
491-6736	WORKLIGHTS (8) LED LAMPS	270-3204	PLATE GROUP, BOOM WEAR
611-0339	SEAT, DLX FABRIC	555-2397	LINES, CPLR, 15' EXT PILOT

TAG POWERTILT QC30 COUPLER FOR ¼ YARD PIN LOCK (HYDRAULIC LINES AND INSTALL INCLUDED)
WILL NEED TO ORDER-ETA 6-8 WEEKS



Sourcewell Contract # 020223-CAT 2025

THIS QUOTE IS BASED ON CURRENT FACTORY PRICING, PRICE AND AVAILABILITY SUBJECT TO CHANGE

F.O.B/TERMS: 5714 E Street Williams, CA 95987

This quote is good for (30) days. Any machine quoted outside of HOLT of CALIFORNIA's inventory is subject to revision. All quotes are subject to credit approval and prior sale. Any quoted interest rates are subject to change without notice. The quote is void unless machine is delivered, and remains, within HOLT of CALIFORNIA's Dealership territory for two years or unless the machine has at least 1000 hours if delivered outside of Holt's territory.

THE ADDITIONAL TERMS AND CONDITIONS ON THE REVERSE SIDE ARE PART OF AND INCORPRORATED IN THIS AGREEMENT. THIS AGREEMENT SHALL NOT BE CONSIDERED ENFORCEABLE UNTIL ACCEPTED BY HOLT AND EXECUTED BY ITS OFFICE. ANY INDIVIDUAL SIGNING THIS AGREEMENT REPRESENTS AND WARRANTES THAT HE/SHE IS AT LEAST 18 YEARS OLD AND HAS THE AUTHORITY TO BIND CUSTOMER TO THE TERMS OF THE AGREEMENT.



Next Steps

1. Complete and return the Acceptance Form below to UFS.
2. Complete and return the Credit Application provided by UFS.
3. UFS submits to Bank for underwriting and approval.
4. Bank issues lease documents through E-Sign. Customer must verify the date the resolution was adopted.
5. Customer/Insurance Agent must provide proof of insurance to Bank/UFS.
6. Once items 1-5 are completed, vehicle delivery is scheduled.

UNIFIED FLEET SERVICES

Acceptance

[ ] I have reviewed the attached Terms and Conditions and request Unified Fleet Services to pursue underwriting and approval of a commitment for the described lease agreement with the following quantities:

Equipment #1 –

- [ ] 36 monthly payments of $4,278 (balloon lease)
- [✓] 60 monthly payments of $4,381
- [ ] 84 monthly payments of $3,300

Accepted this 7 day of Nov., 2025

County of Colusa
(Entity Name)

Federal Tax ID#: 946000508

By: _____

Printed Name: Marcos Kropf

Title: Interim CAO

Authorization: Lessee acknowledges and agrees that Lessor may furnish all Lessee presented information, financials, analysis, and related credit and review materials to its employees, counsel, and agents as well as its participants and assigns. Lessee authorizes Lessor to contact Lessor' funding partners, and all trade suppliers and other references of Lessee, and to order any and all credit checks and investigative reports, all as Lessor deems necessary in connection with the evaluation of the transaction.

Confidentiality: Except as required by law, the proposal and its terms and conditions will not be disclosed publicly or privately except to those individuals who are your officers, employees or advisors who have a need to know because of being involved in the proposed financing. The foregoing confidentiality provisions shall not apply to the disclosure of the federal income tax structure or treatment of the proposed financing.

Additional Terms

- This is a proposal only and is not a commitment to finance. This proposal is subject to credit review and approval and proper execution of mutually acceptable documentation.

- OBLIGOR'S TOTAL AMOUNT OF TAX-EXEMPT DEBT TO BE ISSUED IN THIS CALENDAR YEAR WILL NOT EXCEED THE $10,000,000 LIMIT, OR THE INTEREST RATE IS SUBJECT TO CHANGE.

- Client-Owned Equity: UFS leases are structured so that the client retains 100% ownership from the start and retains 100% of the equity proceeds from sale. Vehicles are sold through high-efficiency channels to maximize value.

- Profit Return: All net proceeds from vehicle sales, after applicable closing costs, are returned to the client. This differs from traditional fleet services that retain resale profits. Proceeds may be returned as a check to the client, credit on account or applied to existing lease principal balance.

- Early Termination: Clients may exit early simply by paying the stated payoff amount on the lease. No additional administrative fees apply. Traditional rule of 78s does not apply.

- Liquidation Fees: The greater of $500 or 10% of the vehicle's sales value — will apply to cover resale costs. Liquidation fees apply if Unified liquidates the equipment and it is NOT replaced with new leased vehicles or equipment or if existing surplus equipment is liquidated by Unified. There is no obligation to use Unified to liquidate vehicles.

- Renewal Options: Clients may renew, purchase the vehicle, or initiate a replacement lease. UFS can advise on the best timing based on projected equity and market trends.

- This transaction must be credit approved, all documents properly executed and returned to Unified Fleet Services, LLC and their assignees, financial partners and related and the transaction funded on ALL proposals within 30 days of this proposal. If funding does not occur within that time-frame, or there is a change of circumstance which adversely affects the expectations, rights, or security of Obligee or its assignees, then Obligee or its assignees reserve the right to adjust and determine a new interest rate factor and payment amount, or withdraw this proposal in its entirety. Should there be a significant change in market rates at any time prior to funding of the transaction, Unified Fleet Services, LLC and their assignees and partners reserves the right to adjust the Interest Rate quoted above.

- This transaction must be designated as tax-exempt under Section 103 of the Internal Revenue Code of 1986 as amended.

Colusa County

Agenda Request Form

Item ID#: 2025-189 **Agenda Date:** 12/16/2025 **Item V.4**

PUBLIC WORKS DEPARTMENT

Adopt Resolution for Financial Assurance for Corrective Action of the Evans Road Landfill; Further Approve the Accompanying Pledge of Revenue Agreement With the California Department of Resources Recycling and Recovery (CalRecycle) to Ensure Adequate Financial Assurance for Corrective Action Activities at the Evans Road Landfill and Authorize the Director of Public Works to Sign the Agreement.

Detailed Description/Background of Request
The Evans Road Landfill is operated by the County of Colusa under Solid Waste Facilities Permit No. 06-AA-0001, issued by the Colusa County Community Development Department, Environmental Health Division, acting as the Local Enforcement Agency (LEA) for CalRecycle.

State law, specifically Public Resources Code sections 43500–43610.1 and Title 27, California Code of Regulations, Division 2, Subdivision 1, Chapter 6, requires landfill operators to demonstrate financial resources for closure, postclosure maintenance, and corrective action.

Before this year, correction action activities were covered by the County's insurance. Many insurers in California no longer offer this coverage, and as of this past year, ours no longer does either. Sections 22228 and 22245 of Title 27 identify a Pledge of Revenue as an acceptable mechanism for demonstrating financial responsibility.

The County previously established a pledge of revenue for postclosure maintenance (Resolution No. 00-69). The current resolution establishes an additional pledge of revenue specifically for corrective action.

Public Works previously prepared a Corrective Action Cost Estimate for the Evans Road Landfill in accordance with Title 27, sections 22100–22103. Based on this estimate, the County will pledge $2,172,510.99 from the General Fund to cover corrective action costs and this pledge amount will be adjusted as necessary to reflect updated cost estimates and inflation adjustments.

The Public Works Director will submit the required Annual Certification Report (CalRecycle Form 114) and Annual Inflation Report to demonstrate ongoing compliance. If CalRecycle determines that corrective action is not being taken, it may

direct the Auditor-Controller to release pledged funds to the Public Works Director to carry out corrective action in accordance with CalRecycle directives.

Adoption of this Resolution and approval of the Pledge of Revenue Agreement will ensure the County's compliance with state regulations and provide financial assurance for corrective action at the Evans Road Landfill. This action protects public health, safety, and the environment while maintaining regulatory compliance.

Prior Board Action
At the end of 2000, the Board entered into an agreement to establish a Pledge of Revenue to assure that adequate funds are available to carry out the Postclosure Maintenance of the Evans Road Landfill.

Fiscal Impact/Funding Source
The pledge of revenue represents a commitment of General Fund reserves in the amount of $2,172,510.99. No immediate expenditure is required unless corrective action is triggered.

Action for the Clerk
Number Resolution and agreement, obtain signatures and return completed documents to Scott Lanphier in the Department of Public Works.

Attachments:
1. Evans Road Landfill Pledge of Revenue Resolution (1)

R E S O L U T I O N NO. 25-

FINANCIAL ASSURANCE FOR CORRECTIVE ACTION OF THE EVANS ROAD LANDFILL

WHEREAS, Public Resources Code sections 43500 through 43610.1 and Title 27, California Code of Regulations (Regulations), Division 2, Subdivision 1, Chapter 6, require operators of solid waste landfills to demonstrate the availability of financial resources to conduct closure, post closure maintenance and corrective action activities; and

WHEREAS, sections 22228 and 22245 of the Regulations specify a Pledge of Revenue as an acceptable mechanism to demonstrate financial responsibility for financing corrective action costs of a solid waste landfill.

THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Colusa that:

1. The County of Colusa operates the Evans Road Landfill, a solid waste landfill, in conformance with the findings, conditions, prohibitions and requirements contained in Solid Waste Facilities Permit No. 06-AA-0001 issued by the Colusa County Community Development Department, Environmental Health Division serving as Local Enforcement Agency for the California Department of Resources Recycling and Recovery (CalRecycle); and

2. Pursuant to Colusa County Board of Supervisors Resolution No. 00-69, the County of Colusa previously established a Pledge of Revenue to demonstrate financial responsibility for postclosure maintenance of the Evans Road Landfill. The County of Colusa shall now establish an additional Pledge of Revenue to demonstrate financial responsibility for corrective action of the Evans Road Landfill in accordance with sections 22228 and 22245 of the Regulations.

3. Disbursement of funds for corrective action shall be in accordance with the final corrective action plan, as approved by CalRecycle.

4. In the event CalRecycle determines that the County of Colusa has failed, or is failing, to perform corrective action as required by law, CalRecycle may direct the Auditor-Controller to pay to the Public Works Director from the pledged revenues sufficient funds to ensure corrective action, who then shall be obligated to use such funds for corrective action in accordance with the directives of CalRecycle.

5. The Public Works Director is directed to produce an Annual Certification Report (form CalRecycle 114) as required by Section 22233(b)(4)(B) of the Regulations to demonstrate that the pledged revenue continues to be available when needed and will cover the cost estimates identified in the updated Annual Inflation Report required by Section 22236 of the Regulations. It is understood that copies of the Resolution and Pledge of Revenue Agreement are not required annually, unless amended.

SIGNATURES ON NEXT PAGE

Passed and adopted this 16th day of December, 2025 by the following vote:

AYES:

NOES:

ABSENT:

_____
Daurice K. Smith, Board Chair

APPROVED AS TO FORM:

_____
Richard Stout, County Counsel

ATTEST: Joshua Pack, Clerk to the Board of Supervisors

_____
Patricia Rodriguez, Deputy Clerk

PLEDGE OF REVENUE AGREEMENT FOR
CORRECTIVE ACTION OF THE
EVANS ROAD LANDFILL

This agreement establishes a Pledge of Revenue to assure that adequate funds are available to carry out the Corrective Action Plan of the Evans Road Landfill.

This Agreement shall become effective immediately, and is made and entered into by and between the County of Colusa and the California Department of Resources Recycling and Recovery (CalRecycle).

WHEREAS, Public Resources Code, sections 43500 through 43610.1 and Title 27, California Code of Regulations (Regulations), Division 2, Subdivision 1, Chapter 6, require operators of solid waste landfills to demonstrate the availability of financial resources to conduct closure, post closure maintenance, and corrective action activities; and

WHEREAS, sections 22228 and 22245 of the Regulations specify a Pledge of Revenue as an acceptable mechanism to demonstrate financial responsibility for corrective action costs of a solid waste landfill; and

WHEREAS, the County of Colusa operates the Evans Road Landfill, a solid waste landfill, in conformance with the findings, conditions, prohibitions and requirements contained in Solid Waste Facilities Permit No. 06-AA-0001 issued by the Colusa County Community Development Department, Environmental Health Division serving as Local Enforcement Agency for CalRecycle; and

WHEREAS, the County of Colusa is pledging revenues from the County of Colusa General Fund; and

WHEREAS, the County of Colusa has determined that sufficient reserves and ongoing revenue exists in the County of Colusa General Fund to fund corrective action costs contained in the most recent Cost Estimate for the Evans Road Landfill, which has been submitted to CalRecycle in accordance with sections 22100 - 22103 of the Regulations.

NOW THEREFORE, the County of Colusa and CalRecycle do agree as follows;

1. The County of Colusa hereby establishes a pledge of revenue to demonstrate financial responsibility for corrective action costs of the Evans Road Landfill in accordance with sections 22228 and 22245 of the Regulations.

2. The County of Colusa agrees to pledge net revenues from County of Colusa General Fund as described herein.

3. The amount of the pledged revenue shall be equal to $2,172,510.99 for the estimated length of the corrective action period, representing the most recent corrective action cost estimate for the Evans Road Landfill. It is agreed that the amount of this pledge may increase or decrease to match any adjustment to the identified cost estimate, which is mutually agreed to by the County of Colusa and CalRecycle.

4. The Public Works Director is directed to produce an Annual Certification Report (form CalRecycle 114) as required by Section 22233(b)(4)(B) of the Regulations to demonstrate that the pledged revenue continues to be available when needed and will cover the cost estimates identified in the updated Annual Inflation Report required by Section 22236 of the Regulations. It is understood that copies of the Resolution and Pledge of Revenue Agreement are not required annually, unless amended.

5. If the County of Colusa ceases at any time to retain control of its ability to allocate the pledged revenue as identified herein to pay corrective action costs, the County of Colusa shall notify CalRecycle

and the local enforcement agency and shall obtain alternate coverage within sixty (60) days after the control of funds lapses, pursuant to section 22245 of the Regulations.

6. In the event that CalRecycle, RWQCB or LEA staff determine that the County of Colusa has failed, or is failing, to perform corrective actions as required by law, CalRecycle, RWQCB and/or LEA staff shall confer with the County of Colusa and attempt to resolve the alleged violation. If no agreement is reached, the matter shall be presented to CalRecycle which shall give reasonable notice, hold a public hearing, and consider the testimony and documentation submitted by CalRecycle and/or LEA staff, the County of Colusa, and any interested parties, prior to making a determination in the matter. In the event CalRecycle then determines that the County of Colusa has failed, or is failing, to perform corrective action as required by law, CalRecycle may direct the Auditor-Controller to pay the Public Works Director from the pledged revenues sufficient funds to ensure corrective action, who then shall be obligated to use such funds for corrective action in accordance with the directives of CalRecycle and RWQCB.

IN WITNESS HEREOF, the parties have executed this agreement on the date as set forth below.

By County of Colusa this _____ day of _____, 2025

By CalRecycle this _____ day of _____, 2025

STATE OF CALIFORNIA
California Department of Resources
Recycling and Recovery (CalRecycle)

By: _____
Authorized Officer of CalRecycle

APPROVED AS TO FORM
AND PROCEDURE:

By: _____
Authorized Counsel of CalRecycle

COUNTY OF COLUSA

_____
Colt Esenwein, Public Works
Director

ATTEST: Joshua Pack,
Clerk to the Board of Supervisors

_____
Patricia Rodriguez, Deputy Clerk

APPROVED AS TO FORM
AND PROCEDURE:

_____
Richard Stout, County Counsel

Colusa County

Agenda Request Form

Item ID#: 2025-110 **Agenda Date:** 12/16/2025 **Item V.5**

PUBLIC WORKS DEPARTMENT

Approve contract with **Brightly Software Inc.** for operations management software for the Department of Public Works.

Detailed Description/Background of Request

The Department of Public Works requests approval of a contract with Brightly Software Inc. which is a provider of cloud-based operations management software designed to help organizations manage physical assets, maintenance, and operational performance more efficiently. Brightly offers digital tools that combine Computerized Maintenance Management Systems (CMMS), Enterprise Asset Management (EAM), and Geographic Information System (GIS) capabilities into an integrated platform.

This contract will provide professional consulting services to the Department of Public Works (DPW) to implement Asset Essentials. This system will allow DPW to manage and track maintenance operations, work orders, and asset performance through an online interface that integrates with GIS functionality. The implementation includes stakeholder engagement, system configuration, data migration, and user training to ensure the County achieves full operational readiness at go-live.

The agreement utilizes OMNIA Partners Contract Number R210702, which is a cooperative purchasing contract that allows public sector agencies to procure Brightly's software and related services under pre-negotiated terms and pricing.

Prior Board Action
None

Fiscal Impact/Funding Source
Budgeted: Public Works 007-53231-610-0

Year 1 (FY 25/26) is $8,510.34 for the program plus $11,099.80 for professional services for a total of $19,610.14.
Year 2 (FY 26/27) is $11,719.64 for the program.

Action for the Clerk
Please number contract, obtain signatures and forward to:

Brightly Software Inc.

Attn: Matt Smith
4242 Six Forks Rd, Suite 1400
Raleigh, NC. 27609
matthew.smith@brightlysoftware.com

Attachments:

1. Contract - Brightly Software

PREPARED FOR

Colusa County ("Customer")

547 Market Street

Colusa, CA 95932

PREPARED BY

Brightly Software Inc

4242 Six Forks Road, Suite 1400

Raleigh, NC 27609

PUBLISHED ON

October 14, 2025

- Omnia Partners Contract Number: R210702
- https://www.omniapartners.com/suppliers/brightly/public-sector

Subscription Term: 24 months (11/01/2025 - 10/31/2027)

Cloud Services

Item	Start Date	End Date	Pricing Based On	Investment
Asset Essentials Enterprise	11/1/2025	10/31/2026	19,419.00 Population	11,378.29 USD
- Asset Essentials Analytics	11/1/2025	10/31/2026		Included
- AE Safety	11/1/2025	10/31/2026		Included
- Asset Essentials Inventory	11/1/2025	10/31/2026		Included
- Streets/Signs/ Sidewalks Module	11/1/2025	10/31/2026		Included
- Facilities/Physical Plant Module	11/1/2025	10/31/2026		Included
- Parks, Recreation and Forestry Module	11/1/2025	10/31/2026		Included
- Fleet Module	11/1/2025	10/31/2026		Included
- Other Module	11/1/2025	10/31/2026		Included
- GIS Asset Management	11/1/2025	10/31/2026		Included
	11/01/2025 - 01/31/2026 included at no additional cost			-2,867.95 USD
				Subtotal: 8,510.34 USD

Professional Services

Item	Pricing Based On	Investment
Asset Essentials Enterprise Implementation with Consulting	19,419.00 Population	11,099.80 USD
		Subtotal: 11,099.80 USD
Total Initial Investment		**19,610.14 USD**

Cloud Services Subscription

Item	Investment Year 2 Start Date: 11/01/2026
Asset Essentials Enterprise	11,719.64 USD
- Asset Essentials Analytics	Included
- AE Safety	Included
- Asset Essentials Inventory	Included
- Streets/Signs/Sidewalks Module	Included
- Facilities/Physical Plant Module	Included
- Parks, Recreation and Forestry Module	Included
- Fleet Module	Included
- Other Module	Included
- GIS Asset Management	Included
Total:	11,719.64 USD

Asset Essentials Implementation with Consulting
GIS Rider Statement of Work

Summary:

Company will provide specified professional consulting services to Customer to implement Asset Essentials, an on-line Computerized Maintenance Management System – Geographic Information System (GIS) functionality. These professional services include meeting with key stakeholders to ensure the set-up and configuration of the system will meet the customer's operational needs; location and category hierarchies are configured appropriately; workflows meet the needs of the business; available data is cleaned, aligned and imported; and end users are trained and ready for go-live.

In Scope: The Deliverables below will be considered in scope of this SOW

1. Asset Essentials GIS Implementation
2. Asset Essentials GIS Training

Deliverables:

- Project initiation and discovery
- Available GIS data loaded
- GIS configuration
- User acceptance testing (UAT)
- End User training for Administrator and Full User roles

Acceptance Process:

As each deliverable is completed, the Project Coordinator will confirm with the Customer and document acceptance in the Project Community Portal.

- Project initiation and discovery
  - Kickoff call complete.
  - Discovery call complete
  - Data, configuration, and training requirements documented.
- Available Data Loaded
  - Available GIS data is loaded in AE to meet documented data requirements.
- Account Configuration
  - GIS features have been setup and configured to meet documented configuration requirements.
- User Acceptance Testing
  - Consultant-led end-to-end walkthrough and customer UAT has demonstrated functionality satisfying configuration requirements.
- End User Training
  - Administrator and Full User roles have been received training on their role.

Assumptions:

Customer Assumptions:

- There will be a single point of contact/project manager for the duration of the project.
- IT department is responsible for ensuring access to mobile devices, internet connections, email access, and web link access to the software such as white listing IP addresses.
- The appropriate resources will be available for all scheduled activities. Canceling or rescheduling consulting activities within 2 weeks of the scheduled activity may result in a rescheduling fee being assessed.
- For on-site activities, Customer will provide a dedicated space with adequate technology, including but not limited to monitor/projector, computers, mobile devices, quality phone and internet connections.
- Will provide relevant data to be loaded in a timely manner and in Excel or CSV format. Each record type will be provided in one file with one sheet with column headings and one record with corresponding attributes per row.
- If unable to provide data in an acceptable format for import, Consultant will guide Customer on how to manually create records.
- Customer has up to five business days to confirm deliverable acceptance. No response will be interpreted as acceptance.

Company Assumptions:

- Consultant will not access any 3rd party systems for the purpose of exporting data.
- For on-site activities, Company will bill Customer for actual travel and associated expenses incurred.
- Any services not explicitly included in this SOW are assumed to be out of scope.

Project Schedule:

- Kick-off Call with Project Coordinator
    - Confirm software and services purchased
    - Identify key stakeholders
    - Assign resources
    - Schedule key milestone dates, including anticipated projected completion date
    - Access to Company's on-line Learning Management System
    - Access to an interactive project plan

- Discovery with Consultant
    - Interview key stakeholders to understand specific maintenance & operations objectives
    - Overview of AE with key stakeholders, including data import requirements
    - Determine optimal GIS configuration to meet objectives and drive KPIs
    - Document data, configuration, and training requirements
    - Schedule required consulting activities and confirm projected completion date

- Data loaded by Consultant
    - Review, cleanse, and load available GIS data

- Account configuration by Consultant
    - Work Order creation from Map
    - Citizen Portal

    - Mobile Profiles
    - Configure GIS Map settings
    - Configure GIS Layer configuration
    - Asset syncing
- User Acceptance Testing
    - Configuration demo to walk through the end-to-end workflow from request to completion
    - Demonstrate key functionality meets configuration requirements
- Consultant conducts End User Training for Administrator and Full User roles
    - End-to-end walkthrough for their role
    - Desktop and mobile training
- Project Close

Change Management:

Customer may request that the Company add services not in the specifications by submitting a written proposed change order to the Company. Submitted change requests will be reviewed for approval. Approved change orders will become part of the applicable SOW when executed by both Parties, and the services described therein will become part of the services.

Invoicing:

At the conclusion of Go Live Support, the main consulting milestone will be completed to trigger billing for the full consulting service.

Asset Essentials Implementation with Consulting Statement of Work

Summary:

Company will provide specified professional consulting services to Customer to implement Asset Essentials (AE), an on-line Computerized Maintenance Management System. These professional services include meeting with key stakeholders to ensure the set-up and configuration of the system will meet the customer's operational needs; location and category hierarchies are configured appropriately; workflows meet the needs of the business; available data is cleaned, aligned and imported; and end users are trained and ready for go-live.

In Scope: The Deliverables below will be considered in scope of this SOW:

1. Asset Essentials Implementation with Consulting
2. Asset Essentials Training
3. Post Consulting Go-Live Support

Deliverables:

- Project initiation and discovery
- Available location, asset, user, PM schedule Data Loaded
- Account configuration

- User acceptance testing (UAT)
- End User training for Administrator and Full User roles
- Go-Live support

Acceptance Process:

As each deliverable is completed, the Project Coordinator will confirm with the Customer and document acceptance in the Project Community Portal.

- Project initiation and discovery
    - Kickoff call complete
    - Discovery call complete
    - Data, configuration, and training requirements documented
- Available data loaded
    - Available location, asset, user, PM schedule data is loaded in AE to meet documented data requirements.
- Account Configuration
    - Account has been setup and configured to meet documented configuration requirements.
- User Acceptance Testing
    - Consultant-led end-to-end walkthrough and customer UAT has demonstrated to Customer functionality meets configuration requirements.
- End User Training
    - Administrator and Full User roles have received training on their role.
- Go-Live Support
    - 30-day Go-Live Support period has been concluded.

Assumptions:

Customer Assumptions:

- There will be a single point of contact/project manager for the duration of the project.
- IT department is responsible for ensuring access to mobile devices, internet connections, email access, and web link access to the software such as white listing IP addresses.
- The appropriate resources will be available for all scheduled activities. Canceling or rescheduling consulting activities within 2 weeks of the scheduled activity may result in a rescheduling fee being assessed.
- For onsite activities, Customer will provide a dedicated space with adequate technology, including but not limited to monitor/projector, computers, mobile devices, quality phone and internet connections.
- Will provide relevant data to be loaded in a timely manner and in Excel or CSV format. Each record type will be provided in one file with one sheet with column headings and one record with corresponding attributes per row.
- If Customer is unable to provide data in an acceptable format for import, Consultant will guide Customer on how to manually create records.
- Customer has up to (5) business days to confirm deliverable acceptance. No response will be interpreted as acceptance.

Company Assumptions:

- Consultant will not access any 3rd party systems for the purpose of exporting data.
- Once End User Training has been completed, 30-day Go-Live Support period begins, consisting of up to 4 weekly 30-minute check-ins with the Implementation Specialist. If customer does not attend a scheduled check-in, it will be assumed no assistance was needed.
- For on-site activities, Company will bill Customer for actual travel and associated expenses incurred.
- Any services not explicitly included in this SOW are assumed to be out of scope.

Project schedule and approach:

- Kick-off Call with Project Coordinator
    - Confirm software and services purchased
    - Identify key stakeholders
    - Assign resources
    - Schedule key milestone dates, including anticipated project completion date
    - Access to Company's on-line Learning Management System
    - Access to an interactive project plan
- Discovery with Consultant
    - Interview key stakeholders to understand specific maintenance & operations objectives
    - Overview of AE with key stakeholders, including data import requirements
    - Determine optimal AE configuration to meet objectives and drive KPIs
    - Document data and configuration requirements
    - Schedule required consulting activities and confirm projected completion date
- Data loaded by Consultant
    - Review, cleanse, and load available user, location, asset, and scheduled PM data
- Account configuration by Consultant
    - Populate key drop-down menus
    - Review/modify request and work order templates
    - Configure workflow for request/approval/assignment of work orders
- User Acceptance Testing
    - Configuration demo to walk through the end-to-end workflow from request to completion
    - Demonstrate key functionality meets configuration requirements
- Consultant conducts End User Training for Administrator and Full User roles
    - End-to-end walkthrough for their role
    - Desktop and mobile training
- Go-Live Support
    - Company provides (4) weekly check-in calls with Implementation Specialist and Customer
    - Company Implementation specialist addresses any issues identified. Where issues require product support, Implementation Specialist will submit to Company Support
    - Implementation Specialist adjusts configurations as needed prior to project close
- Project Close

Sample Project Timeline (project timelines may vary):

Timeline Events	Day 1	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11	Week 12	Week 13
Project Kick Off Call														
LMS (Learning Management System) Review and Q&A														
Discovery Call														
Data Review														
Data Loading														
Account Configuration														
UAT (User Acceptance Testing)														
User Training														
Post-Consulting Call														
GLS (Go Live Support)														
Project Close														

Change Management:

Customer may request that the Company add services not in the specifications by submitting a written proposed change order to the Company. Submitted change requests will be reviewed for approval. Approved change orders will become part of the applicable SOW when executed by both Parties, and the services described therein will become part of the services.

Invoicing:

At the conclusion of Go Live Support, the main consulting milestone will be completed to trigger billing for the full consulting service.

Special Terms for Asset Essentials

Asset Essentials pricing is based on a maximum storage limit of 200GB of data. Data storage that exceeds 200GB may subject to an additional fee.

Order terms

BY SIGNING THIS ORDER FORM, WHETHER BY ELECTRONIC OR WRITTEN SIGNATURE, YOU ARE PLACING A BINDING ORDER FOR THE OFFERINGS SHOWN. IF THE INDIVIDUAL ENTERING INTO THIS AGREEMENT IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, THE INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, IN WHICH CASE THE TERM "CUSTOMER" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE SUCH AUTHORITY OR DOES NOT AGREE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN, THE INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE OFFERINGS.

A. The "Effective Date" of the Agreement between Customer and Brightly Software, a Siemens Company ("Siemens") is the date Customer accepts this Order
B. Proposal expires in sixty (60) days.
C. The Siemens entity entering into this Agreement is Brightly Software, Inc., a Delaware corporation, and the notice address shall be Corporate Trust Center, 1209 Orange Street, Wilmington, DE 19801 USA, Attn: Brightly Software.
D. By accepting this Order, and notwithstanding anything to the contrary in any other purchasing agreement, Customer agrees to pay all relevant Subscription Fees for the full Subscription Term defined above.
E. Payment terms: Net 30
F. This Order and its Offerings will be subject to the terms and conditions of the Terms of Service (the Base Terms together with any applicable Supplemental Terms) found at http://brightlysoftware.com/terms (http://brightlysoftware.com/terms) ("Agreement"), unless Customer has a separate written agreement executed by Brightly Software, Inc. for the Offerings, in which case the separate written agreement will govern its defined Term. Acceptance is expressly limited to the terms of the Agreement. No other terms and conditions will apply. The terms of any purchase order or other document from Customer are excluded and such terms will not apply to the Order and will not supplement or modify the Agreement irrespective of any language to the contrary in such document.
G. Where the Customer is a state, local, or public education entity created by the laws of the applicable state, Siemens and Customer agree that the provisions of the State, Local Government, and Higher Education Addendum ("SLED Addendum") found at http://brightlysoftware.com/terms (http://brightlysoftware.com/terms) take precedence over any conflicting terms in the Agreement to the extent the deviations set forth therein are required by applicable law.
H. Siemens shall invoice Customer and Customer agrees to pay Siemens the amount specified on this Order. Quantities purchased may not be decreased during the relevant Subscription Term. Customer is responsible for providing complete and accurate billing and contact information to Siemens and notifying Siemens promptly of any changes to such information.
I. If Customer is paying by credit card or Automated Clearing House ("ACH"), Customer shall establish and maintain valid and updated credit card information or a valid ACH auto debit account (in each case, the "Automatic Payment Method"). Upon establishment of such Automatic Payment Method, Siemens is hereby authorized to charge any applicable fees, including any processing fees, using such Automatic Payment Method.
J. Customer is responsible for paying all taxes associated with its purchases hereunder. Siemens shall invoice Customer and Customer shall pay that amount unless Customer provides Siemens with a valid tax exemption certificate, direct pay permit, or other government-approved documentation. Notwithstanding the foregoing, Customer is responsible for, and, to the extent permitted by law, will indemnify Siemens for: 1) any encumbrance, fine, penalty or other expense which Siemens may incur as a result of Customer's failure to pay any taxes

required hereunder, and 2) any taxes, including withholding taxes, resulting from making an Offering available to Users in geographic locations outside the country in which Customer is located as per the Order. For clarity, Siemens is solely responsible for taxes assessable against Siemens based on its income, property and employees.

K. Siemens maintains the right to increase fees within the Subscription Term for Recurring Fee Offerings by an amount not to exceed the greater of prices shown in the investment table or the applicable CPI and other applicable fees and charges every 12 months. Any additional or renewal Subscription Terms will be charged at the then-current rate.

L. In the event Customer purchases the Cloud Services (including any renewals thereof) through an authorized reseller of Siemens, the terms and conditions of this Agreement shall apply and supersede any other agreement except for any terms and conditions related to fees, payment or taxes. Such terms and conditions shall be negotiated solely by and between Customer and such authorized reseller. In the event Customer ceases to pay the reseller, or terminates its agreement with the reseller, Siemens shall have the right to terminate Customer's access to the Cloud Services at any time upon thirty (30) days' notice to Customer unless Customer and Siemens have agreed otherwise in writing.

Cloud Services

A. Billing frequency: Annual

B. Cloud Services Offerings will be subject to the terms and conditions of the General Software and Cloud Supplemental Terms found at http://brightlysoftware.com/terms (http://brightlysoftware.com/terms) .

C. Any Offerings identified as Cloud Services on this Order shall automatically renew for additional periods equal to the expiring Subscription Term or one year, whichever is longer, unless either party has provided written notice of its intent to terminate the Cloud Service subscription not less than forty-five (45) days prior to the expiration of the then-current Subscription Term.

D. During the Term, Siemens shall, as part of Customer's Subscription Fees provide telephone and email support ("Support Services") 24 hours/day, 7 days/week.

E. Siemens shall use commercially reasonable efforts to make its Software or Cloud Service available 99.9% of the time for each full calendar month during the Subscription Term, determined on twenty-four (24) hours a day, seven (7) days a week basis (the "Service Standard"). The Service Standard availability for access and use by Customer(s) excludes unavailability when due to: (a) any access to or use of the Cloud Service by Customer or any Account User that does not strictly comply with the terms of the Agreement or the Documentation; (b) any failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under the Agreement; (c) Customer's or its Account User's Internet connectivity; (d) any Force Majeure Event; (e) any failure, interruption, outage, or other problem with internet service or non-Cloud Service; (f) Scheduled Downtime; or (g) any disabling, suspension, or termination of the Cloud Service by Siemens pursuant to the terms of the Agreement. "Scheduled Downtime" means, with respect to any applicable Cloud Service, the total amount of time (measured in minutes) during an applicable calendar month when such Cloud Service is unavailable for the majority of Customer's Account Users due to planned Cloud Service maintenance. To the extent reasonably practicable, Siemens shall use reasonable efforts to provide eight (8) hours prior notice of Cloud Service maintenance events and schedule such Cloud Service maintenance events outside the applicable business hours.

F. USE OF APIS. Customer is authorized to use any Application Programming Interface that is either: i) identified as a Cloud Services Offering, or ii) identified as published in the Documentation (collectively the "APIs") as part of any Offering for Customer's internal business purposes only. Customer may not use the APIs to enable unauthorized use of the Cloud Services. Customer may purchase a separate license to use certain published APIs to develop



software for use solely in conjunction with the Cloud Services. Customer is prohibited from reselling any software developed through the use of the APIs unless (a) Customer is separately authorized to do so as a member of a Siemens partner program, or (b) Customer has purchased an Offering which include APIs that explicitly allows Customer to develop software for Customer's internal use or for resale under terms and conditions at least as protective as this Agreement. Customer may not otherwise modify, adapt, or merge the Offerings. Siemens has no obligations or liability for software developed by Customer using the APIs. Customer is prohibited from using unpublished APIs under any circumstances.

G. Siemens reserves the right to block IP addresses originating from a Denial of Service (DoS) attack. Siemens shall notify Customer should this condition exist and inform Customer of its action. Once blocked, an IP address shall not be able to access the Cloud Service and the block may be removed once Customer is satisfied corrective action has taken place to resolve the issue. Siemens also reserves the right to suspend or terminate service if Customer: 1) performs load tests, network scans, penetration tests, ethical hacks or any other security auditing procedure on the Cloud Service, 2) interferes with or disrupts the integrity or performance of the Cloud Service or data contained therein, or 3) otherwise violates the use restrictions under this Agreement.

H. Customer is entitled to access and use the Offerings only as explicitly described in the Documentation. These Offerings are intended for Customer's internal business operations only. There are no additional Entitlements or rights to use the Offerings or their related APIs beyond what is specified. Any other access or use is strictly prohibited under the Terms.

I. At the time of this Order, the implementation of the requirements of the Cyber Resilience Act EU 2024/2847 ("CRA") is not yet mandatory in the European Union (EU) due to its transitional periods. Not all clarifications on measures that the Customer and contractor will take to implement the new requirements within the project implementation can currently be completed. Therefore, the parties agree that the project scope and contract price agreed upon at the time of Agreement conclusion do not yet include any necessary measures to implement the CRA requirements. Siemens will present the implementation of these measures together with an adjustment of the contract price and schedules considering any additional expenses of the contractor in the appropriate project phases through the Change Request procedure.

Professional Services:

A. Professional Services Offerings will be subject to the terms and conditions of the Services Supplemental Terms found at http://brightlysoftware.com/terms (http://brightlysoftware.com/terms).

B. Unless otherwise specified in an applicable Order: (i) Siemens will perform the Professional Services during workdays, Monday through Friday, up to 8 hours a day; (ii) any estimate of hours or costs are reasonable, good faith estimates only; and (iii) each task is performed as firm fixed price work or time and materials as described in this Order. Siemens is only obliged to supply Professional Services and/or Deliverables as expressly stated in this Order. Siemens shall not be obliged to supply any Professional Services and/or Deliverables without a valid Order.

C. **Scheduling**. Siemens requires at least 6 weeks advanced notice from the acceptance of an Order to schedule Professional Services delivery dates when travel is required. Onsite Professional Services shall be delivered consecutively in a single onsite visit unless the applicable Order includes the additional fees and incidental expenses associated with multiple visits.

D. **Unused Professional Services.** Unless otherwise specified in the Order, Siemens reserves the right to expire any unused Professional Services 6 months from the Effective Date set forth on the Order, and Customer will not be entitled to receive a refund for any fees prepaid for such expired Professional Services.

E. **Customer Cooperation.** Customer will cooperate reasonably and in good faith with Siemens in its performance of Professional Services by: (i) providing access to any necessary Customer Data, (ii) allocating sufficient resources

and timely performing any tasks reasonably necessary to enable Siemens to perform its obligations under the Order, and (iii) actively participate in scheduled project meetings. Any delays in the performance of Professional Services or delivery of Deliverables caused by Customer may result in additional applicable charges for resource time.

F. **Incidental Expenses**. Customer will reimburse Siemens for travel and related business expenses incurred in connection with Professional Services. If an estimate of incidental expenses is included in the Order, Siemens will not exceed a 5% inflation of such estimate without the written consent of Customer.

Additional information

A. Prices shown above do not include any taxes that may apply. Any such taxes are the responsibility of Customer. This is not an invoice. For customers based in the United States, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Customer. Tax exemption certifications can be sent to accountsreceivable@brightlysoftware.com (mailto:accountsreceivable@brightlysoftware.com).
B. Billing frequency other than annual is subject to additional processing fees.
C. Provide Siemens with the purchase order number, if applicable. Acceptance of this Order without a purchase order number indicates that a purchase order is not necessary. Please reference Q-449890 on any applicable purchase order and email to Purchaseorders@Brightlysoftware.com (mailto:Purchaseorders@Brightlysoftware.com)
D. Brightly Software, Inc. can provide evidence of insurance upon request.

Signature

Presented to:

Colusa County - Q-449890
September 05, 2025, 11:29:30 AM

Accepted by:

Printed Name

Signed Name

Title

Date

Colusa County

Agenda Request Form

Item ID#: 2025-166 **Agenda Date:** 12/16/2025 **Item VI.1**

COUNTY ADMINISTRATIVE OFFICE

Approve FY25-26 Revenue and Appropriations Inter-Budget Adjustment No.'s IB-010 - IB-011. **(4/5th 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 FY2025/26					
Department	**Fund**	**Object**	**Dept**	**Amount**	IB#
Planning & Building	001	46691	576	225,000.00	IB-010
Planning & Building	001	42121	576	112,000.00	
Planning & Building	001	53180	576	259,820.00	
Planning & Building	001	53160	576	2,000.00	
Planning & Building/General Fund	001	31960	000	75,180.00	
Airport Enterprise	041	31960	000	14,377.00	IB-011
Airport Enterprise	041	53180	000	7,127.00	
Airport Enterprise	041	53060	000	1,000.00	
Airport Enterprise	041	53130	000	750.00	
Airport Enterprise	041	53230	000	2,500.00	
Airport Enterprise	041	57099	000	3,000.00	

Prior Board Action
None

Fiscal Impact/Funding Source
See detailed report on the attached adjustment forms.

Action for the Clerk
None

Attachments:
1. IB-010 576 Inter-Budget FY25-26 Plan Checks_CDD
2. IB-011REV 041 Inter-Budget FY25-26 - on call srvcs

Reset Form

Colusa County Board of Supervisors **Agenda Request**

INTER-BUDGET ADJUSTMENT

REQUEST FOR APPROPRIATION OR TRANSFER OF FUNDS

Department Name: Planning & Building

Submitted By: Xzandrea Fowler Digitally signed by Xzandrea Fowler Date: 2025.11.14 12:22:09 -08'00'

Explanation: Due to an increase in building permit activity for developments with high construction cost valuations, the Community Development Dept., as of October 31, 2025, has realized 81% of the FY25/26 combined current budgeted revenue amount for Plan Check and Building Inspection Permit fees. Due to the complexity of those developments, staff have utilized the Professional Services budget for an on-call contract consultant, as needed, to perform highly technical Plan Check review services, ensuring permit processing time frames are met. Additionally, the 2025 California Code Title 24, Green Building Standards Code, and Building Code will go into effect on January 1, 2026. The Community Development Dept. needs to purchase the full collection of 2025 California Codes to ensure that Plan Check review and Building Inspections performed by County staff comply with the required state regulations. Therefore, the Community Development Dept. is requesting an Inter-Budget Adjustment to reflect the substantial increase in realized and forecasted budget revenue for Plan Check and Building Inspection Permit activity to be allocated to increase the Professional Services and Miscellaneous Expense accounts.

TO INCREASE (DECREASE) REVENUE

FUND NUMBER	OBJECT CODE	DEPT NUMBER	ACCOUNT NAME	CURRENT AMT. BUDGETED	REVISED AMT. BUDGETED	ADJUSTMENT AMOUNT
						$ 0.00
001	46691	576	Plan Check Fee	$ 150,000.00	$ 375,000.00	$ 225,000.00
001	42121	576	Building Inspection Permit	$ 288,000.00	$ 400,000.00	$ 112,000.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
					Total	$ 337,000.00

TO INCREASE (DECREASE) APPROPRIATIONS

FUND NUMBER	OBJECT CODE	DEPT NUMBER	ACCOUNT NAME	CURRENT AMT. BUDGETED	REVISED AMT. BUDGETED	ADJUSTMENT AMOUNT
						$ 0.00
001	53180	576	Professional Services	$ 240,180.00	$ 500,000.00	$ 259,820.00
001	53160	576	Miscellaneous Expense	$ 0.00	$ 2,000.00	$ 2,000.00
001	31960	000	Fund Balance	$ 171,216.00	$ 246,396.00	$ 75,180.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
					Total	$ 337,000.00

Fiscal Year: 2025-26

Board Date: 12/16/2025

Inter-Budget Log #: IB- 010

OpenGov Amendment #:

Reset Form

Colusa County Board of Supervisors **Agenda Request**

INTER-BUDGET ADJUSTMENT

REQUEST FOR APPROPRIATION OR TRANSFER OF FUNDS

Department Name: Public Works - Airport Enterprise

Submitted By: Kirsten Montejano

Digitally signed by Kirsten Montejano
Date: 2025.11.25 09:35:58 -08'00'

Explanation: Utilize fund balance to increase on call services budget provided by Brandley Engineering. The original budget included the remaining amount of their contract at the time ($2,873.), however, the original contract expired and a new one has been approved. On call services are anticipated to be $30,000 over a 5 year term. Cost is based on actual work performed and will not necessarily be an even split over the fiscal years, therefore we are requesting 1/3 of the total for this fiscal year. Also, requesting fund balance to cover the cost of installing & providing internet service at the Airport. Costs included materials & labor for outdoor wireless access point and monthly internet services.

TO INCREASE (DECREASE) REVENUE

FUND NUMBER	OBJECT CODE	DEPT NUMBER	ACCOUNT NAME	CURRENT AMT. BUDGETED	REVISED AMT. BUDGETED	ADJUSTMENT AMOUNT
041	31960	000	Fund Balance	$ 0.00	$ 14,377.00	$ 14,377.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
					Total	$ 14,377.00

TO INCREASE (DECREASE) APPROPRIATIONS

FUND NUMBER	OBJECT CODE	DEPT NUMBER	ACCOUNT NAME	CURRENT AMT. BUDGETED	REVISED AMT. BUDGETED	ADJUSTMENT AMOUNT
041	53180	000	Professional Services	$ 17,033.00	24160	$ 7,127.00
041	53060	000	Communication	$ 0.00	1000	$ 1,000.00
041	53130	000	Maintenance Stru., Impr,Grnds	$ 20,000.00	20750	$ 750.00
041	53230	000	Special Dept. Expense	$ 77,903.00	80403	$ 2,500.00
041	57099	000	Fixed Asset<$5,000	$ 0.00	3000	$ 3,000.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
					Total	$ 14,377.00

Fiscal Year: 2025-26

Board Date: 12/16/2025

Inter-Budget Log #: IB- 011

OpenGov Amendment #:

Colusa County

Agenda Request Form

Item ID#: 2025-186 **Agenda Date:** 12/16/2025 **Item VI.2**

ADMIN

Adopt amended Policy 202, Travel and Reimbursement Policy.

Detailed Description/Background of Request

County Policy 202, Travel and Reimbursement, has not undergone a comprehensive update since 2012. Over the past decade, shifts in organizational needs and changes in administrative practices have highlighted the need to modernize the policy to better support County operations. In response, a subcommittee of Department Heads was convened to conduct a full review and develop recommended revisions.

The subcommittee consisted of the Auditor-Controller, Agricultural Commissioner, County Clerk-Recorder, and County Counsel, and was later joined by the Assistant County Administrative Officer. This group was tasked with evaluating current procedures, identifying outdated or inconsistent practices, and recommending updates that would improve clarity, ensure policy compliance, and streamline processes across all departments.

As part of this effort, the subcommittee completed a comprehensive analysis of the existing policy, reviewed comparable policies from other jurisdictions, and assessed internal workflows related to travel approval, reimbursement, and auditing. Following this review, the subcommittee prepared extensive revisions. These revisions are designed to modernize the policy, incorporate current laws and best practices, and reduce administrative burden. A redlined version showing all edits is included, along with a clean version and the original 2012 policy for reference.

Major proposed changes include the following:

- Incorporation of the State Travel Program and use of virtual credit cards.
- Out-of-state travel approval shifted from the Board of Supervisors to the County Administrative Officer.
- Updated IRS guidance regarding taxable per diem for same-day travel.
- Adoption of GSA Federal Per Diem Rates for meal reimbursements.
- Requirement that all airfare be booked exclusively through the State Travel Program to take advantage of negotiated discounts.

- Clarified rules for luggage reimbursement as Southwest Airlines now charges for baggage.

In compliance with the County's meet-and-confer obligations, the draft revised policy was shared with all applicable labor organizations. Comments and feedback received from the unions were reviewed and considered by the subcommittee.

All members of the subcommittee recommend approval of the revised Policy 202, Travel and Reimbursement, as presented.

Prior Board Action
Policy 202, Travel and Reimbursement Policy was last revised on January 10, 2012.

Fiscal Impact/Funding Source
All travel is budgeted within each department.

Action for the Clerk
File amended policy.

Attachments:
1. Travel and Reimbursement Policy No 202_FINAL_clean copy
2. Travel and Reimbursement Policy No 202_FINAL_redlined
3. Travel and Reimbursement Policy No 202

I. PURPOSE: The Purpose of this policy is to provide clear and consistent procedures related to travel necessary for official County Business. This policy identifies rules for reimbursement, eligible costs, and submittal procedures and requirements for claims. This policy applies to all Colusa County Employees, including those who are elected and appointed, as well as members of the Board of Supervisors, who represent and carry out the duties required of them.

This policy is intended to ensure fiscal integrity and responsibility to the taxpayers of Colusa County while also taking an effective and efficient approach in conducting County Business.

II. DEFINITIONS:

A. "Board" means the Colusa County Board of Supervisors.

B. "Department Head" means the appointed or elected individual so designated by the Board of Supervisors to oversee a County department having direct managerial and fiscal responsibility for its operations.

C. "Auditor" and "Auditor-Controller" are defined as the duly elected Auditor-Controller of Colusa County, or their authorized Designee.

D. "County" is defined as the County of Colusa.

E. "County Business", except when assigned as a Client Transport Driver, is defined as the activity directly related to the necessary and required business functions of the County, including Employee training. It does not include travel related to an Employee's participation in the County's Employee Assistance Program or regular commuting expenses.

F. "Designee" means the authorized Designee of a County Department Head.

G. "Employee" when referenced in this policy includes appointed and elected Department Heads, regular and extra-help Employees of Colusa County. Independent contractors and employees of independent contractors are not County Employees.

H. "Receipt" means an itemized Receipt showing each individual purchase or expenditure. Receipts submitted under this policy may not include alcohol or any other item prohibited under the County's Credit Card Program Policies and Procedures Manual, County Policy 213, unless the Employee has separately paid for the items with their personal funds. A Receipt must be an original, photograph or digital copy.

I. "Ridesharing" means using a ridesharing company such as Uber, Lyft, etc.

J. ""State Travel Program" refers to the State of California's centralized travel management system administered through the California Department of General Services. The program provides negotiated rates for airfare, lodging, car rentals and related travel services for government entities. The County participates in this program to ensure travel arrangements are cost-effective, compliant with State and County purchasing requirements and consistent with this policy.

K. "Virtual Credit Card" means a secure, single-use electronic payment method issued through the County's Purchasing Department. Virtual Credit Cards are generated for specific, pre-approved travel expenses such as lodging. They function like a standard credit card but are limited to the approved amount, vendor and transaction type, ensuring fiscal control and reduce the need for Employees to use personal credit cards.

III. AUTHORIZATION TO TRAVEL:

A. General Conditions

1. Travel will be authorized only for County Business and only when the travel is both reasonable and necessary to serve the best interests of the County.

2. Travel is at the discretion of the Department Head.

3. Department Heads or their Designees are responsible for authorizing and monitoring Employee travel within their departments, as well as approving travel and transportation claims.

4. Travel must be within the limits of the appropriate budget.

5. Advanced authorization is required for all travel, as specified in B & C below.

6. Any violations of this policy could result in disciplinary action up to and including termination and may be reported to law enforcement in appropriate cases.

B. In-County Travel

1. County Employees are authorized to travel within the County when said travel is considered a part of the official duties of the Employee and authorized by the Department Head or Designee.

C. Out-of-County Travel

1. For all County employees, excluding members of the Board of Supervisors and

members of County commissions or advisory bodies, travel outside Colusa County but within the State of California must receive advance authorization from the employee's Department Head or their Designee.

a. In situations of emergency or immediate need, law enforcement, Child Protective Services, Adult Protective Services, Public Guardian/Public Administrator, the Colusa County Department of Health and Human Services and the Behavioral Health Department personnel are authorized to travel when necessary in discharge of their duties.

D. Out-of-State Travel

Travel to any destination outside the State of California requires advance approval by the County Administrative Officer (CAO). County departments must initiate this process by submitting the required form to the CAO, who will review, approve, and forward it to the Auditor. Out-of-state travel for members of the Board of Supervisors, County Counsel, and the CAO must be approved by the Board of Supervisors prior to travel.

a. The following exceptions apply: In situations of emergency or immediate need, law enforcement, Child Protective Services, Adult Protective Services, Public Guardian/Public Administrator, the Colusa County Department of Health and Human Services and the Behavioral Health Department personnel are authorized to travel when necessary in discharge of their duties.

IV. TRAVEL EXPENSES:

A. General Conditions

1. County Employees traveling on County Business are entitled to submit a claim for reasonable and necessary expenses for transportation, meals, lodging and incidentals for authorized travel subject to the conditions set forth in this policy.

2. According to IRS regulations, per diem or reimbursements received for single day travel is taxable income and will be treated as such by the Auditor. Any other circumstances that fall under the IRS guideless of taxability will also be followed.

3. Reimbursements to a County Employee for permissible expenses in accordance with the policy will be considered if the following requirement is met:

a. The Employee submits a claim and supporting documentation (Receipts, paid bills, etc.) within sixty (60) calendar days after the expense is paid or incurred. Claims submitted more than 60 days after the expense is paid or

incurred will not be reimbursed. In addition to any other information required by this policy, the claim shall include the amount of the expenditure, the time and place of the travel expense and the business purpose of the expense.

4. The Auditor-Controller has responsibility for the audit of travel expense claims.

5. Submission of a travel expense claim does not constitute acceptance of the claim; claims that appear inaccurate, exaggerated, or fraudulent will be investigated, and the intentional filing of such claims may constitute grounds for disciplinary action.

6. Questions concerning specific travel expenses may be submitted to the Auditor, who shall interpret the application of this policy. As appropriate, those questions and interpretations may assist with future revisions and clarifications of this policy.

7. Arrangements for transportation, lodging, conference registration or other items that have cancellation penalties shall be carefully monitored by the Department Head or their Designee.

B. Meal Expenses

1. County Employees traveling out-of-county on authorized County Business are eligible to claim a per diem meal allowance pursuant to the following conditions:

   a. Per diem meal claims resulting from travel that does not include an overnight stay are taxable to the Employee. The Auditor will make payments at the appropriate per diem rate and withhold income taxes, as applicable, on the next available paycheck.

   b. All meal claims shall by authorized by the Department Head or their Designee.

   c. County Employees may only claim meal expenses for themselves.

   d. County Employees may not claim the meal allowance for any meal which is provided or otherwise available to them through lodging or through the function they are attending. For example, if the conference that a County Employee is attending provided lunch then the County Employee may not make a claim to receive a per diem for that meal on the basis that they preferred to eat elsewhere. For the purpose of this policy, continental breakfasts or snacks do not constitute a provided meal.

2. Meal Claims

a. Claims for meals under this policy will be paid at the per diem meal allowance rate for the appropriate meals according to the U.S. General Services Administration website for the location of the meeting/conference and the date of travel, (https://www.gsa.gov/travel?topnav=travel).

b. The per diem meal allowance rates include remuneration for taxes and gratuities.

c. Meals are paid at the applicable per-diem meal allowance, so Receipts are not required. Employees must show that the meals they are claiming are eligible under this policy.

d. If a meal is purchased using a CalCard, with approval from the Department Head or Designee, an itemized Receipt is required. The total meal cost paid with a CalCard may not exceed the per-diem amount, and the Employee is responsible for any amount over that limit. Any CalCard meal charges for a non-overnight trip will be considered taxable income to the Employee.

e. Where meal expenses are claimed or purchased using a CalCard or in any way paid for by the County, alcoholic beverages shall not be included.

3. Ineligible Meals

a. Meals and refreshments not associated with out-of-county travel are not authorized for claiming or reimbursement by this policy with the exception of the following:

i. Board members and Department Heads may, with prior board budgetary approval, receive reimbursement for meals during working committee meetings if the meeting is normally conducted during the lunch hour and if lunch is usually served.

ii. Meal expenses for members of Employment Oral Interview Boards may be reimbursed with the recommendation of the Department Head.

C. Lodging

1. County Employees traveling out-of-County on authorized County Business that requires an overnight stay are eligible to claim actual lodging costs as a reimbursable expense pursuant to the following conditions:

a. The cost of lodging must be reasonable and necessary, considering the

location and available lodging options. Lodging expenses shall be claimed at the actual cost of the lodging. Receipts are required. The Department Head or Designee shall be responsible for determining whether the cost is "reasonable and necessary."

b. Lodging for the night prior to or immediately following a function related to County business shall be pre-approved by the Department Head or Designee if obtaining such lodging would be preferable based on such factors as the time the function begins or ends, the distance the function is from the County and the anticipated weather conditions.

c. County Employees are not eligible to submit a claim for lodging for functions held within the County.

d. County Employees are not eligible to claim reimbursement of lodging costs when staying overnight as a guest of friends or relatives.

2. Lodging Claims

a. Reimbursements for lodging will be made based on the actual cost of lodging, associated parking and taxes. Parking will be reimbursed at the actual cost, which must be reasonable and necessary under the circumstances. The Department Head or Designee shall be responsible for determining whether the parking cost is "reasonable and necessary".

b. Documentation establishing the need for lodging and the location of the event is required to be submitted. For example: meeting agendas, minutes or a sign-up sheet would satisfy this requirement.

c. Reimbursements for lodging will be made only for County Employees. The incremental cost of any other occupant staying in the room with the County Employee is the responsibility of the County Employee and is not reimbursable.

d. An itemized Receipt will be required for reimbursement.

e. Charges for internet access may be reimbursed at the discretion of the Department Head or Designee if there is a demonstrated County Business need for such access.

f. When a room is shared with a fellow County Employee, the expense may either be prorated, and the prorated amount claimed by each County Employee, or one County Employee may claim the total expense at the multiple occupancy rate.

g. The County will not reimburse for the costs of in-room movies or optional amenities.

D. Transportation Expenses

1. General Conditions

a. Transportation expenses are the direct costs related to movement of the County Employee authorized to travel on County Business from the approved point of departure to the destination of travel and back to the approved point of return.

b. The determination of what constitutes a reimbursable transportation expense shall be based upon the route of travel and mode or modes of transportation that provide the optimum combination of efficiency in travel time and frugality in cost. The Department Head or Designee shall have authority to make such a determination as to what route and mode of transportation satisfy this requirement.

2. Vehicle Transportation

Travel by vehicle is a permitted mode of travel for County business, subject to this policy and County Policy 315, Colusa County Vehicle Use Policy.

a. County-Owned Vehicles

i. A County owned vehicle is generally the preferred mode of automobile travel for travel on County Business.

ii. County Employees traveling in a County-owned vehicle are not eligible for reimbursement for mileage.

iii. County Employees are not expected to pay for fuel in County-owned vehicles. County-issued fuel cards should be used to fuel County vehicles. Should a fuel card or card-lock station not be available, and an Employee is traveling on County business in a County-owned vehicle and needs to purchase fuel, then the Employee may claim reimbursement for the purchase of the fuel based on an itemized Receipt. County fuel cards shall not be used to purchase fuel for personal vehicles under any circumstances.

b. Personal Vehicles

i. Mileage reimbursement arising from authorized travel on County

Business shall be based on the actual distance traveled both to and from the authorized destination utilizing the most optimum route for efficiency in time traveled, safety and frugality in cost.

ii. Mileage reimbursement will be calculated from the home or office, whichever is determined to be the most direct and "necessary and reasonable" by the Department Head or their Designee.

iii. The Department Head or Designee shall have the authority to determine the shortest and safest driving route to claim mileage reimbursement.

iv. Reimbursement for the use of personal vehicles shall be made only for each vehicle operated regardless of the number of persons transported. No additional reimbursement for transportation shall be allowed by any passenger in a vehicle operated by another County Employee.

v. When the Department Head or Designee has chosen a group mode of transportation such as a van for multiple Employees traveling to the same destination, and an Employee decides for personal reasons to travel separately on his/her own, then reimbursement will not be allowed.

vi. No mileage reimbursement may be claimed when an Employee is traveling with someone who will be claiming reimbursement for the vehicle use or mileage from another source.

vii. The mileage reimbursement rate represents full reimbursement for expenses incurred by a County Employee (e.g. fuel, normal wear and tear, insurance, etc.) during the use of a personal vehicle in the conduct of County Business.

viii. Department Heads who receive an in-county travel stipend are not eligible to claim reimbursement for routine in-county travel, as such costs are deemed covered by the stipend. However, the Department Head may claim mileage or transportation reimbursement for authorized travel that begins at a County facility and continues to an official work-related destination, provided such travel is conducted in accordance with this policy.

c. Rental Vehicles

i. Rental vehicles may be used as a mode of travel when the Department Head or Designee makes the determination that their use is consistent with the requirement that travel on County Business be conducted by the

route and mode or modes of travel that provides the optimum combination of efficiency in travel time and frugality in cost. Rental vehicles must be pre-approved by the Department Head or Designee.

ii. Vehicle rentals shall be made through the County's current Purchasing and Procurement contract. This policy shall be followed except in unusual and urgent circumstances where there is no County contracted provider available and Purchasing and Procurement cannot practicably obtain one in advance of travel. In such cases, an Employee may use a CalCard for the rental of the most practical and frugal rental vehicle available at that time. Rental vehicles shall not exceed a mid-size vehicle unless the vehicle is shared by more than three Employees. Premium vehicles may be rented only under special circumstances when the need is clearly justified and expressly approved in advance by the Department Head or their Designee.

iii. Departments are encouraged to use airport shuttles, hotel courtesy vans, taxis or ridesharing, rather than rental cars, except in cases where those options demonstrate to be more expensive than a rental car.

iv. Rental vehicles shall be returned refueled and on time to the rental agency to avoid additional charges.

v. County Employees are eligible to claim fuel costs or utilize a County CalCard with the approval of the Department Head or Designee, when traveling in an authorized rental car. All CalCard receipt policies apply to this section.

vi. County Employees are to accept the Loss Damage Waiver (LDW) and Additional Liability Insurance (ALI) supplemental insurance products offered by the rental car agency.

3. Air Transportation

Air Transportation is permitted as a mode of travel when the Department Head or Designee makes the determination that air travel is consistent with the requirements that travel on County Business be conducted by the route and mode or modes of travel that provides the optimum combination of efficiency in travel time and frugality in cost.

a. Authorization to travel by air must be obtained from the Department Head or Designee prior to initiating such travel.

b. The lowest priced itinerary that provides for reasonable departure and arrival times and routing, as determined by the Department Head or

Designee, shall be selected.

c. Personal frequent flier miles should not be used to purchase airline tickets for travel pursuant to this policy. Employees will not be reimbursed for the value of frequent flier miles used towards the purchase of airline tickets. An Employee may retain rewards points or frequent flier miles for air travel purchases. However, participation in these programs must not influence the flight or itinerary selection in a manner that would result in an incremental cost to the County beyond the lowest-priced available itinerary deemed "necessary and reasonable" by the Department Head or their Designee.

d. Charges for checking one (1) piece of luggage per County Employee are considered reimbursable. An itemized Receipt showing such charges shall be required to be submitted for reimbursement. Additional checked luggage fees are reimbursable only when the Department Head has made the determination that additional luggage is necessary for County Business.

e. Personal aircraft and chartered air transportation may be reimbursed by the County if approved in advance by the Board of Supervisors.

4. Other Transportation Expenses

a. When incurred in the conduct of authorized travel on County Business and along the authorized route, the following transportation-related expenses may be claimed:

i. Taxi, shuttle, ridesharing or public transit fares, including reasonable and customary tips.

ii. Parking fees. Parking will be reimbursed at the actual cost, which must be reasonable and necessary under the circumstances. The Department Head or Designee shall be responsible for determining whether the parking cost is "reasonable and necessary".

iii. Bridge, Road and Ferry Tolls.

iv. Other actual transportation expenses deemed to be reasonable and necessary by the Department Head or Designee.

b. The following transportation expenses may not be claimed:

i. Traffic and parking violations.

ii. Emergency repairs on non-County vehicles.

iii. Personal travel conducted in conjunction with a County Business trip.

iv. Any other actual transportation expenses determined to be unreasonable or unnecessary by the Department Head or Designee.

E. Other Travel Related Expenses

1. Other business-related expenses not explicitly covered by this policy that are incurred by the County Employee in the course of authorized travel on County Business may be reimbursable provided that the expenses are deemed "reasonable and necessary" by both the Department Head and Auditor-Controller.

V. PAYMENT

A. General Conditions

1. When possible, payments shall be made directly to the vendor for travel-related expenses, including but not limited to lodging, airfare and registration fees.

2. Third party booking websites should not be used with the exception of the State Travel Program.

3. Payment by CalCard is the preferred method of payment for lodging and registration fees.

4. Airfare should only be booked through the State Travel Program, except in limited circumstances where an alternative booking method is deemed more cost-effective.

B. Employee Reimbursement and Per Diem Claims

1. When other means of payment are not reasonably available, County Employees may use personal means to pay for authorized travel expenses.

2. Department Heads or their Designees have responsibility to review and authorize claims for Employee reimbursement before submission of such claims to the Auditor-Controller.

3. Only those expenses incurred in accordance with this policy are reimbursable.

4. The Auditor-Controller, upon receipt of properly completed claim forms, will

process claim forms according to the currently approved County claiming policy.

5. Claimant must submit to the Auditor, a single page printout of the GSA report clearly showing the location, appropriate fiscal year and established per diem rates included on each per diem meal claim.

C. Employee Travel Advances

1. Employee travel advances shall be granted at the discretion of the Department Head or Designee.

2. Travel advances for meals may be granted at 100% of the allowable per diem, based on the meals anticipated to be eligible under this policy.

3. With proper documentation, advances for mileage may be granted at 100% of the anticipated amount.

4. In cases where CalCard cannot be practicably used, lodging may be granted at 100% of the estimated cost.

5. Advances for other travel related expenses deemed "reasonable and necessary" by the Department Head or their Designee and the Auditor may be granted up to 100% of the anticipated cost.

6. Travel advances in excess of travel costs, if any, are to be repaid to the County within forty-five (45) days after the expense is paid or incurred.

7. Travel advance requests must be approved by Department Head or Designee and submitted to the Auditor no less than 30 days prior to travel.

8. The Auditor will ensure the Employee receives the Travel Advance payment no less than 72 hours prior to scheduled travel.

D. Reimbursement from Outside Source

1. Sometimes County Employees are able to claim all or a portion of the reimbursement from a non-County source. The Employee may not keep the outside reimbursement and claim reimbursement from the County without offset. Any such "double reimbursement" shall be deemed a gift of public funds, may constitute grounds for disciplinary action up to and including termination, and may be reported to law enforcement in appropriate cases.

VI. INTERPRETATIONS

The Auditor-Controller has primary responsibility for interpretation of this policy. In

accordance with Government Code section 29743 and 29745, the Auditor-Controller may reject in whole or in part any claim that is not in conformance with this policy and reasonable in amount. Prior to rejecting any claim, the Auditor shall meet and confer with the claimant and affected Department Head and offer those parties an opportunity to present any additional explanation and/or documentation regarding the propriety and amount of the claim, and shall endeavor to facilitate a mutually agreeable resolution in accordance with this policy. If the claimant does not accept the final decision of the Auditor, they may submit a written request that the claim be considered and acted upon by the Board of Supervisors at any time within twenty (20) days after receiving the Auditor's decision.

VII. EXCEPTIONS

The Board of Supervisors may authorize exceptions to the requirements set forth in this policy. In order to be considered, the responsible Department Head must present the need for an exception based on the extraordinary or unusual circumstances to the Auditor or Board before the expense is incurred. The Auditor or Board is not compelled to authorize exceptions, and without authorization, any travel-related expenditure is inconsistent with the requirements of this policy may be deemed a gift of public funds subject to recovery by the County. Any exception granted by the Auditor or Board is to be applied on a case-by-case basis and does not constitute modification to this policy.

VIII. PUBLIC DISCLOSURE

All County expenditures are public records subject to disclosure under the California Public Records Act and other applicable laws.

IX. REASONABLE ACCOMODATIONS

Exceptions to the provisions of this policy may be made as necessary to provide reasonable accommodation to Employees with disabilities. Such accommodations shall be determined on a case-by-case basis through the County's existing Interaction Process administered through the Human Resources Department.

TRAVEL AND REIMBURSEMENT POLICY

POLICY NUMBER: 202
DATE AMENDED: ~~January 10, 2012~~December 16, 2025

I. PURPOSE: The Purpose of this policy is to provide clear and consistent procedures related to travel necessary for official County Business. This policy identifies rules for reimbursement, eligible costs, and submittal procedures and requirements for claims. This policy applies to all Colusa County Employees, including those who are elected and appointed, as well as members of the Board of Supervisors, who represent and carry out the duties required of them.

This policy is intended to ensure fiscal integrity and responsibility to the taxpayers of Colusa County while also taking an effective and efficient approach in conducting County Business.

~~Travel is currently left to the discretion of the department heads.~~

~~I.~~II. DEFINITIONS:

A. "Board" means the Colusa County Board of Supervisors.

B. "Department H~~h~~ead" means ~~those persons~~the appointed or elected individual so designated by the ~~board.~~Board of Supervisors to oversee a County department having direct managerial and fiscal responsibility for its operations.

C. "Auditor" and "Auditor-Controller" are defined as the duly elected Auditor-Controller of Colusa County, or their authorized Designee.

D. "County" is defined as the County of Colusa.

E. "County Business", except when assigned as a Client Transport Driver, is defined as the activity directly related to the necessary and required business functions of the County, including Employee training. It does not include travel related to an Employee's participation in the County's Employee Assistance Program or regular commuting expenses.

F. "Designee" means the authorized Designee of a County Department Head.

G. "Employee" ~~means all county employees other than department heads and board members.~~when referenced in this policy includes appointed and elected Department Heads, regular and extra-help Employees of Colusa County. Independent contractors and employees of independent contractors are not County Employees.

H. "Receipt" means an itemized Receipt showing each individual purchase or expenditure. Receipts submitted under this policy may not include alcohol or any other item prohibited under the County's Credit Card Program Policies

and Procedures Manual, County Policy 213, unless the Employee has separately paid for the items with their personal funds. A Receipt must be an original, photograph or digital copy.

I. "Ridesharing" means using a ridesharing company such as Uber, Lyft, etc.

J. ""State Travel Program" refers to the State of California's centralized travel management system administered through the California Department of General Services. The program provides negotiated rates for airfare, lodging, car rentals and related travel services for government entities. The County participates in this program to ensure travel arrangements are cost-effective, compliant with State and County purchasing requirements and consistent with this policy.

~~C.~~K. "Virtual Credit Card" means a secure, single-use electronic payment method issued through the County's Purchasing Department. Virtual Credit Cards are generated for specific, pre-approved travel expenses such as lodging. They function like a standard credit card but are limited to the approved amount, vendor and transaction type, ensuring fiscal control and reduce the need for Employees to use personal credit cards.

~~C. Point of origin means the residence or work-site of the board member, department head, or employee, whichever is less.~~

~~D. Travel includes conference registration and enrollment fees and all other expenses lawfully chargeable to the travel and transportation sub-account in the appropriate budget.~~

~~II.~~III. AUTHORIZATION TO TRAVEL:

A. ~~CLAIMS FOR TRAVEL EXPENSES ARE VALID ONLY IF:~~General Conditions

1. ~~The travel is pursuant to the official duties of the board member, department head or authorized employee; and~~Travel will be authorized only for County Business and only when the travel is both reasonable and necessary to serve the best interests of the County.

2. Travel is at the discretion of the Department Head.

~~1.~~3. Department Heads or their Designees are responsible for authorizing and monitoring Employee travel within their departments, as well as approving travel and transportation claims.

~~2. The travel is by a board member or department head on his or her own authority or by an employee whose department head has given prior authorization for such~~

HISTORY
First Adopted: 2/27/96
Amended: 12/31/96, 10/27/98, 3/30/04, 1/10/12

~~travel; and~~

4. Travel~~The travel~~ must be ~~is~~ within the limits of the appropriate budget.

5. Advanced authorization is required for all travel, as specified in B & C below.

6. Any violations of this policy could result in disciplinary action up to and including termination and may be reported to law enforcement in appropriate cases.

B. In-County Travel

1. County Employees are authorized to travel within the County when said travel is considered a part of the official duties of the Employee and authorized by the Department Head or Designee.

C. Out-of-County Travel

~~1.~~ For all County employees, excluding members of the Board of Supervisors and members of County commissions or advisory bodies, travel outside Colusa County but within the State of California must receive advance authorization from the employee's Department Head or their designee.

a. In situations of emergency or immediate need, law enforcement, Child Protective Services, Adult Protective Services, Public Guardian/Public Administrator, the Colusa County Department of Health and Human Services and the Behavioral Health Department personnel are authorized to travel when necessary in discharge of their duties.

D. Out-of-State Travel

~~1.~~ Travel to any destination outside the State of California requires advance approval by the County Administrative Officer (CAO). County departments must initiate this process by submitting the required form to the CAO, who will review, approve, and forward it to the Auditor. Out-of-state travel for members of the Board of Supervisors, County Counsel, and the CAO must be approved by the Board of Supervisors prior to travel.

~~a.~~ The following exceptions apply: In situations of emergency or immediate need, law enforcement, Child Protective Services, Adult Protective Services, Public Guardian/Public Administrator, the Colusa County Department of Health and Human Services and the Behavioral Health Department personnel are authorized to travel when necessary in discharge of their duties.

~~B. Out of state travel must be approved by the Board of Supervisors prior to travel and before any expenses being paid.~~

HISTORY
First Adopted: 2/27/96
Amended: 12/31/96, 10/27/98, 3/30/04, 1/10/12

~~In the event of urgent or unusual circumstances requiring immediate out of state travel, the department head may authorize same. Subsequent board approval must be obtained.~~

IV. ~~ADVANCES~~TRAVEL EXPENSES:

A. General Conditions

1. County Employees traveling on County Business are entitled to submit a claim for reasonable and necessary expenses for transportation, meals, lodging and incidentals for authorized travel subject to the conditions set forth in this policy.

2. According to IRS regulations, per diem or reimbursements received for single day travel is taxable income and will be treated as such by the Auditor. Any other circumstances that fall under the IRS guideless of taxability will also be followed.

3. Reimbursements to a County Employee for permissible expenses in accordance with the policy will be considered if the following requirement is met:

    a. The Employee submits a claim and supporting documentation (Receipts, paid bills, etc.) within sixty (60) calendar days after the expense is paid or incurred. Claims submitted more than 60 days after the expense is paid or incurred will not be reimbursed. In addition to any other information required by this policy, the claim shall include the amount of the expenditure, the time and place of the travel expense and the business purpose of the expense.

4. The Auditor-Controller has responsibility for the audit of travel expense claims.

5. Submission of a travel expense claim does not constitute acceptance of the claim; claims that appear inaccurate, exaggerated, or fraudulent will be investigated, and the intentional filing of such claims may constitute grounds for disciplinary action.

6. Questions concerning specific travel expenses may be submitted to the Auditor, who shall interpret the application of this policy. As appropriate, those questions and interpretations may assist with future revisions and clarifications of this policy.

7. Arrangements for transportation, lodging, conference registration or other items that have cancellation penalties shall be carefully monitored by the Department Head or their Designee.

B. Meal Expenses

1. County Employees traveling out-of-county on authorized County Business are eligible to claim a per diem meal allowance pursuant to the following conditions:

   a. Per diem meal claims resulting from travel that does not include an overnight stay are taxable to the Employee. The Auditor will make payments at the appropriate per diem rate and withhold income taxes, as applicable, on the next available paycheck.

   b. All meal claims shall by authorized by the Department Head or their Designee.

   c. County Employees may only claim meal expenses for themselves.

   d. County Employees may not claim the meal allowance for any meal which is provided or otherwise available to them through lodging or through the function they are attending. For example, if the conference that a County Employee is attending provided lunch then the County Employee may not make a claim to receive a per diem for that meal on the basis that they preferred to eat elsewhere. For the purpose of this policy, continental breakfasts or snacks do not constitute a provided meal.

2. Meal Claims

   a. Claims for meals under this policy will be paid at the per diem meal allowance rate for the appropriate meals according to the U.S. General Services Administration website for the location of the meeting/conference and the date of travel, (https://www.gsa.gov/travel?topnav=travel).

   b. The per diem meal allowance rates include remuneration for taxes and gratuities.

   c. Meals are paid at the applicable per-diem meal allowance, so Receipts are not required. Employees must show that the meals they are claiming are eligible under this policy.

   d. If a meal is purchased using a CalCard, with approval from the Department Head or Designee, an itemized Receipt is required. The total meal cost paid with a CalCard may not exceed the per-diem amount, and the Employee is responsible for any amount over that limit. Any CalCard meal charges for a non-overnight trip will be considered taxable income to the Employee.

   e. Where meal expenses are claimed or purchased using a CalCard or in any way paid for by the County, alcoholic beverages shall not be included.

3. Ineligible Meals

a. Meals and refreshments not associated with out-of-county travel are not authorized for claiming or reimbursement by this policy with the exception of the following:

i. Board members and Department Heads may, with prior board budgetary approval, receive reimbursement for meals during working committee meetings if the meeting is normally conducted during the lunch hour and if lunch is usually served.

~~i.~~ii. Meal expenses for members of Employment Oral Interview Boards may be reimbursed with the recommendation of the Department Head.

~~C. Travel advances must be approved by the department head prior to advances being made. The duly signed claim for travel advances must be submitted to the Auditor- Controller's office at least two (2) business days prior to the expected date of travel. In the event of unforeseen emergency situations, an immediate advance may be requested. The minimum travel advance considered shall be $100.00. The maximum advance to be provided to board members, department heads and employees to help defray the expense of their trip shall be no more than 90% of the anticipated out-of- pocket expenses. The following expenses are not included in calculating the maximum advance:~~

~~3. Any expense which has been prepaid by the county.~~

~~4. Any expense which may be incurred by the claimant by use of a county credit card.~~

~~5.~~

~~III. CLAIMS:~~

~~D. Each claim shall be itemized on a form prescribed by the Auditor-Controller and shall state the date, place, and reason for the travel.~~

~~E. All claims shall be filed not later than thirty (30) calendar days after incurring the expenses.~~

C. ~~ACCOMMODATIONS:~~Lodging

1. County Employees traveling out-of-County on authorized County Business that requires an overnight stay are eligible to claim actual lodging costs as a reimbursable expense pursuant to the following conditions:

a. The cost of lodging must be reasonable and necessary, considering the location and available lodging options. Lodging expenses shall be claimed at

the actual cost of the lodging. Receipts are required. The Department Head or Designee shall be responsible for determining whether the cost is "reasonable and necessary."

b. Lodging for the night prior to or immediately following a function related to County business shall be pre-approved by the Department Head or Designee if obtaining such lodging would be preferable based on such factors as the time the function begins or ends, the distance the function is from the County and the anticipated weather conditions.

c. County Employees are not eligible to submit a claim for lodging for functions held within the County.

d. County Employees are not eligible to claim reimbursement of lodging costs when staying overnight as a guest of friends or relatives.

2. Lodging Claims

a. Reimbursements for lodging will be made based on the actual cost of lodging, associated parking and taxes. Parking will be reimbursed at the actual cost, which must be reasonable and necessary under the circumstances. The Department Head or Designee shall be responsible for determining whether the parking cost is "reasonable and necessary".

b. Documentation establishing the need for lodging and the location of the event is required to be submitted. For example: meeting agendas, minutes or a sign-up sheet would satisfy this requirement.

c. Reimbursements for lodging will be made only for County Employees. The incremental cost of any other occupant staying in the room with the County Employee is the responsibility of the County Employee and is not reimbursable.

d. An itemized Receipt will be required for reimbursement.

e. Charges for internet access may be reimbursed at the discretion of the Department Head or Designee if there is a demonstrated County Business need for such access.

f. When a room is shared with a fellow County Employee, the expense may either be prorated, and the prorated amount claimed by each County Employee, or one County Employee may claim the total expense at the multiple occupancy rate.

g. The County will not reimburse for the costs of in-room movies or optional amenities.

D. Transportation Expenses

1. General Conditions

a. Transportation expenses are the direct costs related to movement of the County Employees authorized to travel on County Business from the approved point of departure to the destination of travel and back to the approved point of return.

b. The determination of what constitutes a reimbursable transportation expense shall be based upon the route of travel and mode or modes of transportation that provide the optimum combination of efficiency in travel time and frugality in cost. The Department Head or Designee shall have authority to make such a determination as to what route and mode of transportation satisfies this requirement.

2. Vehicle Transportation

Travel by vehicle is a permitted mode of travel for County business, subject to this policy and County Policy 315, Colusa County Vehicle Use Policy.

a. County-Owned Vehicles

i. A County owned vehicle is generally the preferred mode of automobile travel for travel on County Business.

ii. County Employees traveling in a County-owned vehicle are not eligible for reimbursement for mileage.

iii. County Employees are not expected to pay for fuel in County-owned vehicles. County-issued fuel cards should be used to fuel County vehicles. Should a fuel card or card-lock station not be available, and an Employee is traveling on County business in a County-owned vehicle and needs to purchase fuel, then the Employee may claim reimbursement for the purchase of the fuel based on an itemized Receipt. County fuel cards shall not be used to purchase fuel for personal vehicles under any circumstances.

b. Personal Vehicles

i. Mileage reimbursement arising from authorized travel on County Business shall be based on the actual distance traveled both to and from the authorized destination utilizing the most optimum route for efficiency in time traveled, safety and frugality in cost.

ii. Mileage reimbursement will be calculated from the home or office, whichever is determined to be the most direct and "necessary and reasonable" by the Department Head or their Designee.

iii. The Department Head or Designee shall have the authority to determine the shortest and safest driving route to claim mileage reimbursement.

iv. Reimbursement for the use of personal vehicles shall be made only for each vehicle operated regardless of the number of persons transported. No additional reimbursement for transportation shall be allowed by any passenger in a vehicle operated by another County Employee.

v. When the Department Head or Designee has chosen a group mode of transportation such as a van for multiple Employees traveling to the same destination, and an Employee decides for personal reasons to travel separately on his/her own, then reimbursement will not be allowed.

vi. No mileage reimbursement may be claimed when an Employee is traveling with someone who will be claiming reimbursement for the vehicle use or mileage from another source.

vii. The mileage reimbursement rate represents full reimbursement for expenses incurred by a County Employee (e.g. fuel, normal wear and tear, insurance, etc.) during the use of a personal vehicle in the conduct of County Business.

viii. Department Heads who receive an in-county travel stipend are not eligible to claim reimbursement for routine in-county travel, as such costs are deemed covered by the stipend. However, the Department Head may claim mileage or transportation reimbursement for authorized travel that begins at a County facility and continues to an official work-related destination, provided such travel is conducted in accordance with this policy.

c. Rental Vehicles

i. Rental vehicles may be used as a mode of travel when the Department Head or Designee makes the determination that their use is consistent with the requirement that travel on County Business be conducted by the route and mode or modes of travel that provides the optimum combination of efficiency in travel time and frugality in cost. Rental vehicles must be pre-approved by the Department Head or Designee.

ii. Vehicle rentals shall be made through the County's current Purchasing and Procurement contract. This policy shall be followed except in unusual and urgent circumstances where there is no County contracted provider available and Purchasing and Procurement cannot practicably obtain one in advance of travel. In such cases, an Employee

may use a CalCard for the rental of the most practical and frugal rental vehicle available at that time. Rental vehicles shall not exceed a mid-size vehicle unless the vehicle is shared by more than three Employees. Premium vehicles may be rented only under special circumstances when the need is clearly justified and expressly approved in advance by the Department Head or their Designee.

iii. Departments are encouraged to use airport shuttles, hotel courtesy vans, taxis or ridesharing, rather than rental cars, except in cases where those options demonstrate to be more expensive than a rental car.

iv. Rental vehicles shall be returned refueled and on time to the rental agency to avoid additional charges.

v. County Employees are eligible to claim fuel costs or utilize a County CalCard with the approval of the Department Head or Designee, when traveling in an authorized rental car. All CalCard receipt policies apply to this section.

vi. County Employees are to accept the Loss Damage Waiver (LDW) and Additional Liability Insurance (ALI) supplemental insurance products offered by the rental car agency.

3. Air Transportation

Air Transportation is permitted as a mode of travel when the Department Head or Designee makes the determination that air travel is consistent with the requirements that travel on County Business be conducted by the route and mode or modes of travel that provides the optimum combination of efficiency in travel time and frugality in cost.

a. Authorization to travel by air must be obtained from the Department Head or Designee prior to initiating such travel.

b. The lowest priced itinerary that provides for reasonable departure and arrival times and routing, as determined by the Department Head or Designee, shall be selected.

c. Personal frequent flier miles should not be used to purchase airline tickets for travel pursuant to this policy. Employees will not be reimbursed for the value of frequent flier miles used towards the purchase of airline tickets. An Employee may retain rewards points or frequent flier miles for air travel purchases. However, participation in these programs must not influence the flight or itinerary selection in a manner that would result in an incremental cost to the County beyond the lowest-priced available

itinerary deemed "necessary and reasonable" by the Department Head or their Designee.

d. Charges for checking one (1) piece of luggage per County Employee are considered reimbursable. An itemized Receipt showing such charges shall be required to be submitted for reimbursement. Additional checked luggage fees are reimbursable only when the Department Head has made the determination that additional luggage is necessary for County Business.

e. Personal aircraft and chartered air transportation may be reimbursed by the County if approved in advance by the Board of Supervisors.

4. Other Transportation Expenses

a. When incurred in the conduct of authorized travel on County Business and along the authorized route, the following transportation-related expenses may be claimed:

i. Taxi, shuttle, ridesharing or public transit fares, including reasonable and customary tips.

ii. Parking fees. Parking will be reimbursed at the actual cost, which must be reasonable and necessary under the circumstances. The Department Head or Designee shall be responsible for determining whether the parking cost is "reasonable and necessary".

iii. Bridge, Road and Ferry Tolls.

iv. Other actual transportation expenses deemed to be reasonable and necessary by the Department Head or Designee.

b. The following transportation expenses may not be claimed:

i. Traffic and parking violations.

ii. Emergency repairs on non-County vehicles.

iii. Personal travel conducted in conjunction with a County Business trip.

iv. Any other actual transportation expenses determined to be unreasonable or unnecessary by the Department Head or Designee.

E. Other Travel Related Expenses

~~1.~~ Other business-related expenses not explicitly covered by this policy that are incurred by the County Employee in the course of authorized travel on County Business may be reimbursable provided that the expenses are deemed "reasonable and necessary" by both the Department Head and Auditor-Controller.

V. PAYMENT

A. General Conditions

1. When possible, payments shall be made directly to the vendor for travel-related expenses, including but not limited to lodging, airfare and registration fees.

2. Third party booking websites should not be used with the exception of the State Travel Program.

3. Payment by CalCard is the preferred method of payment for lodging and registration fees.

4. Airfare should only be booked through the State Travel Program, except in limited circumstances where an alternative booking method is deemed more cost-effective.

B. Employee Reimbursement and Per Diem Claims

1. When other means of payment are not reasonably available, County Employees may use personal means to pay for authorized travel expenses.

2. Department Heads or their Designees have responsibility to review and authorize claims for Employee reimbursement before submission of such claims to the Auditor-Controller.

3. Only those expenses incurred in accordance with this policy are reimbursable.

4. The Auditor-Controller, upon receipt of properly completed claim forms, will process claim forms according to the currently approved County claiming policy.

5. Claimant must submit to the Auditor, a single page printout of the GSA report clearly showing the location, appropriate fiscal year and established per diem rates included on each per diem meal claim.

C. Employee Travel Advances

1. Employee travel advances shall be granted at the discretion of the Department Head

or Designee.

2. Travel advances for meals may be granted at 100% of the allowable per diem, based on the meals anticipated to be eligible under this policy.

3. With proper documentation, advances for mileage may be granted at 100% of the anticipated amount.

4. In cases where CalCard cannot be practicably used, lodging may be granted at 100% of the estimated cost.

5. Advances for other travel related expenses deemed "reasonable and necessary" by the Department Head or their Designee and the Auditor may be granted up to 100% of the anticipated cost.

6. Travel advances in excess of travel costs, if any, are to be repaid to the County within forty-five (45) days after the expense is paid or incurred.

7. Travel advance requests must be approved by Department Head or Designee and submitted to the Auditor no less than 30 days prior to travel.

8. The Auditor will ensure the Employee receives the Travel Advance payment no less than 72 hours prior to scheduled travel.

D. Reimbursement from Outside Source

1. Sometimes County Employees are able to claim all or a portion of the reimbursement from a non-County source. The Employee may not keep the outside reimbursement and claim reimbursement from the County without offset. Any such "double reimbursement" shall be deemed a gift of public funds, may constitute grounds for disciplinary action up to and including termination, and may be reported to law enforcement in appropriate cases.

~~2.~~ VI. INTERPRETATIONS

The Auditor-Controller has primary responsibility for interpretation of this policy. In accordance with Government Code section 29743 and 29745, the Auditor-Controller may reject in whole or in part any claim that is not in conformance with this policy and reasonable in amount. Prior to rejecting any claim, the Auditor shall meet and confer with the claimant and affected Department Head and offer those parties an opportunity to present any additional explanation and/or documentation regarding the propriety and amount of the claim, and shall endeavor to facilitate a mutually agreeable resolution in accordance with this policy. If the claimant does not accept the final decision of the Auditor, they may submit a written request that the claim be considered and acted upon by the Board of Supervisors at any time within twenty (20) days after receiving the Auditor's decision.

~~3.~~ VII. EXCEPTIONS

HISTORY
First Adopted: 2/27/96
Amended: 12/31/96, 10/27/98, 3/30/04, 1/10/12

The Board of Supervisors may authorize exceptions to the requirements set forth in this policy. In order to be considered, the responsible Department Head must present the need for an exception based on the extraordinary or unusual circumstances to the Auditor or Board before the expense is incurred. The Auditor or Board is not compelled to authorize exceptions, and without authorization, any travel-related expenditure is inconsistent with the requirements of this policy may be deemed a gift of public funds subject to recovery by the County. Any exception granted by the Auditor or Board is to be applied on a case-by-case basis and does not constitute modification to this policy.

~~4.~~ VIII. PUBLIC DISCLOSURE

All County expenditures are public records subject to disclosure under the California Public Records Act and other applicable laws.

~~5.~~ IX. REASONABLE ACCOMODATIONS

Exceptions to the provisions of this policy may be made as necessary to provide reasonable accommodation to Employees with disabilities. Such accommodations shall be determined on a case-by-case basis through the County's existing Interaction Process administered through the Human Resources Department.

~~F. Actual cost of the room evidenced by an itemized receipt issued by the hotel or motel. The following limitations shall apply:~~

~~Where the board member, department head or employee was attending a conference or other type of group activity, if the conference is held at a motel or hotel, reimbursement shall be limited to no more than the rate charged at the conference facility when the claimant chooses to stay at some other motel or hotel. If the conference motel or hotel is fully booked and registration was attempted in a timely manner, the county will reimburse actual expenses of the alternative motel or hotel~~.

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~~1. Unless the board member, department head or employee stays at the hotel or motel where the conference is being held, the claimant will not be reimbursed for luxury accommodations. In the situation where the travel does not involve a conference, luxury accommodations will not be reimbursed.~~

~~Luxury accommodations are defined as accommodations which are in excess of accommodations generally available in the vicinity of the claimant's travel destination, as determined by the Auditor-Controller. Where luxury accommodations are selected by the claimant, reimbursement will be limited to the amount equal to the rate generally charged in the area, as determined by the Auditor-Controller.~~

~~IV. MEALS:~~

~~G. The County will pay actual costs for meals while traveling out of the county not to exceed the maximum established meal rate.~~

~~6. Breakfast may be claimed when travel commences at or prior to 6:00 a.m. whether on a one-day trip or on the first day of a trip of more than 24 hours. Breakfast may be claimed on the last fractional day of a trip of more than 24 hours if travel terminates at or after 9:00 a.m.~~

~~7. Lunch may be claimed on the first day if the trip begins at or before 11:00 a.m. and may be claimed on the last fractional day of a trip of more than 24 hours if the travel terminates at or after 2:00 p.m. For one-day trips, lunch may be claimed if out of the county between the hours of 11:00 a.m. and 2:00 p.m.~~

~~8. Dinner may be claimed if the trip ends at or after 7:00 p.m. whether on a one-day trip or on the last day of a trip of more than 24 hours. Dinner may be claimed on the first day of a trip of more than 24 hours that begins before 5:00 p.m.~~

~~H. Maximum reimbursement for meals including tips will be set at the rate established by the Board of Supervisors by Resolution.~~

~~E. Detailed, itemized receipts must accompany all meal reimbursement requests. Meals will not be reimbursed without detailed, itemized receipts. Meal "stubs" and VISA statements/charge slips are not sufficient for reimbursement purposes. Only the actual cost of the meal, including tip, will be reimbursed, as evidenced by the detailed, itemized receipt, not to exceed the maximum established meal rate.~~

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~~I. The expense of a meal purchased for another person by a board member, department head on his or her own authority, or by an employee whose department head has given prior authorization for such expense may be claimed if incurred pursuant to official county business and at the time of the claimant's own meal. The board shall have absolute discretion as to whether to allow such claims. A request for reimbursement under this section shall be placed on the Board of Supervisors 'agenda for consideration as a special claim.~~

~~J. Where a conference or other group activity specifically includes one or more meals as evidenced by the written materials furnished for the conference, the claimant shall be reimbursed for meal expenses in excess of the maximum to the extent that the conference meal exceeds the individual meal maximum set forth by board policy.~~

~~K. Reimbursement for meals shall only be made for out of county travel except for the following:~~

~~9. Board members and department heads may, with prior board budgetary approval, receive reimbursement for meals during working committee meetings if the meeting is normally conducted during the lunch hour and if lunch is usually served.~~

~~10. Meal expenses for members of Employment Oral Interview Boards may be reimbursed with the recommendation of the department head.~~

~~L. There shall be no reimbursement for beverages containing alcohol.~~

~~V. INCIDENTALS:~~

~~M. Actual and necessary expenses incurred by the board member, department head or employee for items such as, but not limited to, parking, tolls, taxis and rental cars.~~

~~N. Any expense in excess of $4.00 per item shall be evidenced by a receipt acceptable to the Auditor-Controller.~~

~~F. Necessity for the expense shall be established by the claimant to the satisfaction of the Auditor-Controller. In determining necessity, the Auditor-Controller shall consider the most economical means of achieving a desired result, i.e., rental car or taxis and circumstances surrounding the choice made by the claimant.~~

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TRAVEL AND REIMBURSEMENT POLICY

POLICY NUMBER: 202
DATE AMENDED: ~~January 10, 2012~~December 16, 2025

~~VI. MILEAGE:~~

~~O. When the personal vehicle of the board member, department head or employee is used for the trip, the reimbursement for mileage shall be at the rate established by the Board of Supervisors by Resolution.~~

~~P. Mileage reimbursement shall not exceed the cost of air fare to the same destination. Air fare shall include reasonable transportation costs at the destination and to and from the departure airport.~~

~~Q. In the event that more than one board member, department head or employee travel in the same private vehicle, reimbursement shall be allowed only to the person who provided the vehicle.~~

~~R. Calculations for mileage reimbursements shall begin and end at the point of origin as defined in Section I.D.~~

~~VII. EXCESS EXPENSES: Whenever a claimant incurs expenses in excess of those maximums set forth within this policy, the Board of Supervisors may reimburse the claimant for such excess if the claimant establishes to the satisfaction of the Board of Supervisors that the expense was, in fact, incurred and that the amount of the expense was necessary in light of all the circumstances.~~

~~VIII. TAX CONSEQUENCES OF TRAVEL REIMBURSEMENT: Travel reimbursement amounts may or may not have income tax consequences to the claimant. By requiring the claimant to account for his or her expenses, the county has sought to avoid the requirement that all reimbursement be reported as income of the claimant to the IRS. Claimant should be aware of the fact that audits by the federal or state tax authorities may necessitate retention of receipts. The burden of producing receipts in the event of an audit of the claimant's taxes is on the claimant.~~

~~IX. PERSONAL EXPENSES: No reimbursement shall be made for personal expenses such as laundry, barbering or hairdressing, entertainment, alcoholic beverages, or personal phone calls.~~

~~(End)~~

TRAVEL AND REIMBURSEMENT POLICY

Travel is currently left to the discretion of the department heads.

I. DEFINITIONS:

A. Board means the Board of Supervisors.

B. Department head means those persons so designated by the board.

C. Employee means all county employees other than department heads and board members.

D. Point of origin means the residence or work-site of the board member, department head, or employee, whichever is less.

E. Travel includes conference registration and enrollment fees and all other expenses lawfully chargeable to the travel and transportation sub-account in the appropriate budget.

II. AUTHORIZATION:

A. CLAIMS FOR TRAVEL EXPENSES ARE VALID ONLY IF:

1. The travel is pursuant to the official duties of the board member, department head or authorized employee; and

2. The travel is by a board member or department head on his or her own authority or by an employee whose department head has given prior authorization for such travel; and

3. The travel is within the limits of the appropriate budget.

B. Out of state travel must be approved by the Board of Supervisors prior to travel and before any expenses being paid.

1. In the event of urgent or unusual circumstances requiring immediate out of state travel, the department head may authorize same. Subsequent board approval must be obtained.

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HISTORY
First Adopted: 2/27/96
Amended: 12/31/96, 10/27/98, 3/30/04, 1/10/12

III. ADVANCES:

A. Travel advances must be approved by the department head prior to advances being made. The duly signed claim for travel advances must be submitted to the Auditor-Controller's office at least two (2) business days prior to the expected date of travel. In the event of unforeseen emergency situations, an immediate advance may be requested. The minimum travel advance considered shall be $100.00. The maximum advance to be provided to board members, department heads and employees to help defray the expense of their trip shall be no more than 90% of the anticipated out-of-pocket expenses. The following expenses are not included in calculating the maximum advance:

1. Any expense which has been prepaid by the county.

2. Any expense which may be incurred by the claimant by use of a county credit card.

IV. CLAIMS:

A. Each claim shall be itemized on a form prescribed by the Auditor-Controller and shall state the date, place, and reason for the travel.

B. All claims shall be filed not later than thirty (30) calendar days after incurring the expenses.

V. ACCOMMODATIONS:

A. Actual cost of the room evidenced by an itemized receipt issued by the hotel or motel. The following limitations shall apply:

1. Where the board member, department head or employee was attending a conference or other type of group activity, if the conference is held at a motel or hotel, reimbursement shall be limited to no more than the rate charged at the conference facility when the claimant chooses to stay at some other motel or hotel. If the conference motel or hotel is fully booked and registration was attempted in a timely manner, the county will reimburse actual expenses of the alternative motel or hotel.

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2. Unless the board member, department head or employee stays at the hotel or motel where the conference is being held, the claimant will not be reimbursed for luxury accommodations. In the situation where the travel does not involve a conference, luxury accommodations will not be reimbursed.

   Luxury accommodations are defined as accommodations which are in excess of accommodations generally available in the vicinity of the claimant's travel destination, as determined by the Auditor-Controller. Where luxury accommodations are selected by the claimant, reimbursement will be limited to the amount equal to the rate generally charged in the area, as determined by the Auditor-Controller.

VI. MEALS:

A. The County will pay actual costs for meals while traveling out of the county not to exceed the maximum established meal rate.

   1. Breakfast may be claimed when travel commences at or prior to 6:00 a.m. whether on a one-day trip or on the first day of a trip of more than 24 hours. Breakfast may be claimed on the last fractional day of a trip of more than 24 hours if travel terminates at or after 9:00 a.m.

   2. Lunch may be claimed on the first day if the trip begins at or before 11:00 a.m. and may be claimed on the last fractional day of a trip of more than 24 hours if the travel terminates at or after 2:00 p.m. For one-day trips, lunch may be claimed if out of the county between the hours of 11:00 a.m. and 2:00 p.m.

   3. Dinner may be claimed if the trip ends at or after 7:00 p.m. whether on a one-day trip or on the last day of a trip of more than 24 hours. Dinner may be claimed on the first day of a trip of more than 24 hours that begins before 5:00 p.m.

B. Maximum reimbursement for meals including tips will be set at the rate established by the Board of Supervisors by Resolution.

C. Detailed, itemized receipts must accompany all meal reimbursement requests. Meals will not be reimbursed without detailed, itemized receipts. Meal "stubs" and VISA statements/charge slips are not sufficient for reimbursement purposes. Only the actual cost of the meal, including tip, will be reimbursed, as evidenced by the detailed, itemized receipt, not to exceed the maximum established meal rate.

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D. The expense of a meal purchased for another person by a board member, department head on his or her own authority, or by an employee whose department head has given prior authorization for such expense may be claimed if incurred pursuant to official county business and at the time of the claimant's own meal. The board shall have absolute discretion as to whether to allow such claims. A request for reimbursement under this section shall be placed on the Board of Supervisors' agenda for consideration as a special claim.

E. Where a conference or other group activity specifically includes one or more meals as evidenced by the written materials furnished for the conference, the claimant shall be reimbursed for meal expenses in excess of the maximum to the extent that the conference meal exceeds the individual meal maximum set forth by board policy.

F. Reimbursement for meals shall only be made for out of county travel except for the following:

1. Board members and department heads may, with prior board budgetary approval, receive reimbursement for meals during working committee meetings if the meeting is normally conducted during the lunch hour and if lunch is usually served.

2. Meal expenses for members of Employment Oral Interview Boards may be reimbursed with the recommendation of the department head.

G. There shall be no reimbursement for beverages containing alcohol.

VII. INCIDENTALS:

A. Actual and necessary expenses incurred by the board member, department head or employee for items such as, but not limited to, parking, tolls, taxis and rental cars.

B. Any expense in excess of $4.00 per item shall be evidenced by a receipt acceptable to the Auditor-Controller.

C. Necessity for the expense shall be established by the claimant to the satisfaction of the Auditor-Controller. In determining necessity, the Auditor-Controller shall consider the most economical means of achieving a desired result, i.e., rental car or taxis and circumstances surrounding the choice made by the claimant.

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VIII. MILEAGE:

A. When the personal vehicle of the board member, department head or employee is used for the trip, the reimbursement for mileage shall be at the rate established by the Board of Supervisors by Resolution.

B. Mileage reimbursement shall not exceed the cost of air fare to the same destination. Air fare shall include reasonable transportation costs at the destination and to and from the departure airport.

C. In the event that more than one board member, department head or employee travel in the same private vehicle, reimbursement shall be allowed only to the person who provided the vehicle.

D. Calculations for mileage reimbursements shall begin and end at the point of origin as defined in Section I.D.

IX. EXCESS EXPENSES: Whenever a claimant incurs expenses in excess of those maximums set forth within this policy, the Board of Supervisors may reimburse the claimant for such excess if the claimant establishes to the satisfaction of the Board of Supervisors that the expense was, in fact, incurred and that the amount of the expense was necessary in light of all the circumstances.

X. TAX CONSEQUENCES OF TRAVEL REIMBURSEMENT: Travel reimbursement amounts may or may not have income tax consequences to the claimant. By requiring the claimant to account for his or her expenses, the county has sought to avoid the requirement that all reimbursement be reported as income of the claimant to the IRS. Claimant should be aware of the fact that audits by the federal or state tax authorities may necessitate retention of receipts. The burden of producing receipts in the event of an audit of the claimant's taxes is on the claimant.

XI. PERSONAL EXPENSES: No reimbursement shall be made for personal expenses such as laundry, barbering or hairdressing, entertainment, alcoholic beverages, or personal phone calls.

(End)

Colusa County

Agenda Request Form

Item ID#: 2025-192 **Agenda Date:** 12/16/2025 **Item VI.3**

COUNTY ADMINISTRATIVE OFFICE

Adopt a Resolution of the Colusa County Board of Supervisors Approving the Appointment of Gerardo Munoz as Interim Chief Probation Officer Pursuant to the Request of the Presiding Judge of the Colusa County Superior Court

Detailed Description/Background of Request
Chief Probation Officer Mike Rogers is retiring effective December 14, 2025. Accordingly, during the recruitment for his position, it will be necessary to appoint someone to serve as an Interim Chief Probation Officer.

Although the Interim Chief Probation Officer will be a County employee, appointment selections for that position are made by the Presiding Judge for the Colusa County Superior Court. To that end, the Presiding Judge has requested the appointment of former County employee and retired annuitant Gerardo Munoz to the position. The proposed effective date is December 17, 2025. During the brief two-day period between Mike Rogers' retirement and the proposed appointment of an Interim, the current Assistant Chief Probation Officer would manage the Probation Department.

Under California Government Code section 21221(h) the Board of Supervisor can appoint a retired annuitant to those interim positions requiring specialized skills, during the recruitment for the position. The annuitant is limited to a maximum of 960 hours of service in any one fiscal year, and is not entitled to receive any benefits or other retirement incentives. Additionally, the proposed annuitant cannot be paid less than the minimum hourly rate adopted for the position, nor more than the maximum rate.

Gerrardo Munoz possesses the specialized skills necessary to serve as the Interim Chief Probation Officer. He retired from the County Probation Department after a long career, and has previously served for approximately 7 months as the Interim Chief Probation Officer during a previous recruitment. Gerrardo lives in Colusa County and currently volunteers as a member of the School Attendance Review Board (SARB) for the Colusa County Office of Education.

If appointed, Gerrardo Munoz will be paid $105.31 per hour, consistent with the adopted pay schedule for top step 15 for the Chief Probation Officer. He will not receive any other benefits. His employment will be contingent on a successful background investigation, consistent with the requirements for a Chief Probation Officer, which is a Peace Officer position.

Prior Board Action
None.

Fiscal Impact/Funding Source
There are sufficient monies within the budget for this position, and it will not result in any additional impact to the general fund.

Action for the Clerk
Please provide a copy of the executed resolution to the Human Resources Department.

Attachments:
1. Resolution for Interim Chief Probation Officer
2. Job Offer G. Munoz Retired Annuitant Revised

RESOLUTION NO. 25-

A RESOLUTION OF THE COLUSA COUNTY BOARD OF SUPERVISORS APPROVING THE APPOINTMENT OF GERARDO MUNOZ AS INTERIM CHIEF PROBATION OFFICER, EFFECTIVE DECEMBER 17, 2025, PURSUANT TO THE REQUEST OF THE PRESIDING JUDGE OF THE COLUSA COUNTY SUPERIOR COURT

WHEREAS, California Government Code section 21221(h) permits the governing body of a CalPERS contracting agency to make interim appointments of a CalPERS retiree to vacant positions requiring specialized skills during recruitment for a permanent appointment. Section 212221(h) provides that such appointment will not subject the retired person to reinstatement from retirement or loss of benefits so long as it is a single appointment that does not exceed 960 hours in a fiscal year;

WHEREAS, the presiding judge of the Superior Court in and for the County of Colusa, has requested the appointment of retired annuitant Gerardo Munoz, to the position of Interim Chief Probation Officer, effective December 17, 2025, during the recruitment for the vacant Chief Probation Officer position;

WHEREAS, Gerardo Munoz has the required specialized skills to serve as the Interim Chief Probation Officer;

WHEREAS, the Colusa County Board of Supervisors and the County of Colusa certify that Gerardo Munoz has not and will not receive any other retirement-related incentives;

WHEREAS, an appointment under Gov. Code section 21221(h) requires the retiree be appointed into the interim appointment during recruitment for a permanent appointment;

WHEREAS, Colusa County, and the Colusa County Superior Court, has authorized the search for a permanent appointment to the vacant position of Chief Probation Officer, and that recruitment has already started;

WHEREAS, this Section 21221(h) appointment will only be made once and therefore will end on the first day the position is filled by a permanent incumbent;

WHEREAS, Gerardo Munoz's contemplated employment with the County will be consistent with the terms of the attached contingent offer of employment;

WHEREAS, the compensation paid to retirees cannot be less than the minimum nor exceed the maximum monthly base salary paid to other employees performing comparable duties, divided by 173.333 to equal the hourly rate;

WHEREAS, the minimum base monthly salary for this position is $11,139 and the maximum monthly base salary for this position is $18,260 per month, the hourly equivalent is $105.31;

WHEREAS, the hourly rate paid to Gerardo Munoz will be $105.31, without any benefits; and

WHEREAS, Gerardo Munoz has not and will not receive any other benefit, incentive, compensation in lieu of benefit, or other form of compensation in addition to the hourly pay rate.

THEREFORE, BE IT RESOLVED that the Colusa County Board of Supervisors certifies the nature of the employment of Gerardo Munoz as described in this resolution and in the attached contingent employment offer.

BE IF FURTHER RESOLVED that this appointment is necessary to fill the critically needed position of Interim Chief Probation Officer, effective December 17, 2025.

BE IF FURTHER RESOLVED that the appointment of Gerardo Munoz to the position of Interim Chief Probation Officer is approved pursuant to the request of the presiding judge of the Colusa County Superior Court, consistent with this resolution.

Passed and adopted this 16th day of December, 2025 by the following vote:

AYES:

NOES:

ABSENT:

_____
Daurice K. Smith, Board Chair

APPROVED AS TO FORM:

_____
Richard Stout, County Counsel

ATTEST: Joshua Pack, Clerk to the Board of Supervisors

_____
Patricia Rodriguez, Deputy Clerk

Docusign Envelope ID: 069CAC49-85AD-4245-A950-EB8A54D53225

COLUSA COUNTY
HUMAN RESOURCES DEPARTMENT

DAR RHODES
Human Resources Director

250 5th Street
Colusa, California 95932
(530) 458-0420
(530) 458-0425 fax

November 20, 2025

Gerardo Munoz
Colusa, CA 95932

Dear Gerardo,

This letter constitutes a conditional offer of employment for a temporary, PERS Annuitant position as the Interim Chief Probation Officer with Colusa County at the rate of DH 44, Salary Step 15, $105.35. Your appointment to the position of Interim Chief Probation Officer has been requested by the Superior Court in and for the County of Colusa. This offer is contingent upon the successful completion of the following:

- Background investigation
- Department of Justice and FBI fingerprint examination
- Psychological exam
- Formal approval by the Board of Supervisors at the advanced salary step.

This position does not qualify for any benefits, including vacation, management, or sick leave, and the total work hours are limited to 960 hours in a fiscal year.

Feel free to contact the Human Resources Department if you have any questions or concerns.

Sincerely,

Yareli Mora
Principal HR Analyst

Docusign Envelope ID: 069CAC49-85AD-4245-A950-EB8A54D53225

Accept Job Offer:

By signing and dating below I, Gerardo Munoz, accept this conditional job offer of the County of Colusa for the position of Interim Chief Probation Officer.

Signature: Signed by: 326228FC2391410... Date: 11/20/2025

Colusa County

Agenda Request Form

Item ID#: 2025-143 **Agenda Date:** 12/16/2025 **Item VII.1**

BOARD OF SUPERVISORS

Approve the Board of Supervisors Meeting Calendar for Year 2026

Detailed Description/Background of Request
The calendar proposes the Board of Supervisors go dark during the month of July. The action requested is that the calendar be approved at the Board of Supervisors meeting as presented.

Prior Board Action
Approved annually.

Fiscal Impact/Funding Source
None.

Action for the Clerk
Distribute meeting calendar to all departments and add to the website.

Attachments:
1. 2026 BOS Meeting Calendar

2026 BOS Meeting Calendar

HOLIDAY | CUT OFF | BOS MTG

2026 CALENDAR YEAR

JANUARY

S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	*17*
18	19	20	21	22	23	24
25	26	27	28	29	30	31

FEBRUARY

S	M	T	W	Th	F	S
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8	9	10	11	12	13	*14*
15	16	17	18	19	20	21
22	23	24	25	26	27	28

MARCH

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29	30	31				

APRIL

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26	27	28	29	30		

MAY

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24	25	26	27	28	29	30
31						

JUNE

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28	29	30				

JULY

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AUGUST

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30	31					

SEPTEMBER

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27	28	29	30			

OCTOBER

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NOVEMBER

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29	30					

DECEMBER

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6	7	8	9	10	11	*12*
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27	28	29	30	31		

NACo Legislative Conference	2-21-26 to 2-24-26	Washington D.C.
NACo WIR Conference	5-5-26 to 5-8-26	Maui County, Hawaii
CSAC Legislative Conference	5-20-26 to 5-22-26	Sacramento
NACo Annual Conference	7-17-26 to 7-20-26	New Orleans, LA
RCRC Annual Meeting	9-23-26 to 9-25-26	Santa Barbara County
CSAC Annual Meeting	11-30-26 to 12-2-26	San Diego County

Transportation Commission Meetings
Meetings held the same day of the last BOS meeting of the month

CUT OFF DATE	Meeting Date
19 DECEMBER	13 JANUARY
2 JANUARY	27 JANUARY
16 JANUARY	10 FEBRUARY
30 JANUARY	24 FEBRUARY
13 FEBRUARY	10 MARCH
27 FEBRUARY	24 MARCH
13 MARCH	7 APRIL
27 MARCH	21 APRIL
10 APRIL	5 MAY
24 APRIL	19 MAY
8 MAY	2 JUNE
22 MAY	16 JUNE
5 JUNE	30 JUNE
17 JULY	11 AUGUST
31 JULY	25 AUGUST
14 AUGUST	8 SEPTEMBER
28 AUGUST	22 SEPTEMBER
11 SEPTEMBER	6 OCTOBER
25 SEPTEMBER	20 OCTOBER
9 OCTOBER	3 NOVEMBER
23 OCTOBER	17 NOVEMBER
20 NOVEMBER	15 DECEMBER
11 DECMEBER	5 JANUARY 2027

Colusa County

Agenda Request Form

Item ID#: 2025-191 **Agenda Date:** 12/16/2025 **Item VII.2**

BOARD OF SUPERVISORS

Appoint Gary Evans and John Craig Richards to the Resource Conservation District.

Detailed Description/Background of Request
The Clerk's office received a resignation letter from the District for Mr. King. Mr. King resigned on August 18, 2025. Currently, there are two open positions, one of which is the remainder of an unexpired term ending January 30, 2027. The other vacancy is a 4-year term. We received applications from Gary Evans, Lauren Bonino, Lorraine Marsh, and John Craig Richards.

All applicants meet the qualifications set forth by the CA Public Resource Code 9352, which states "Directors shall be registered voters in the state." and "Directors shall (1) reside within the district and either own real property in the district or alternatively have served, pursuant to the district's rules, for two years or more as an associate director providing advisory or other assistance to the Board of Directors, or (2) be a designed agent of a resident landowner within the district".

A notice of vacancy for the unexpired term was advertised in the newspaper on October 10, 2025. Additionally, the vacancy was advertised in the newspaper per California Government Code section 54973 (Maddy Act) on December 20, 2024.

The District held a meeting on November 12, 2025, and sent a letter of recommendation to appoint Mr. Evans and Mr. Richards.

Prior Board Action
None.

Fiscal Impact/Funding Source
None.

Action for the Clerk
Send oath and appointment letter to applicants and a copy of the letter to the District.

Attachments:
1. 10-01-25 Notice of Vacancy for RCD
2. Resignation Letter from Ben King
3. Application from John Richards
4. Application from Gary Evans

5. Application from Lorraine Marsh
6. Application from Lauren Bonino
7. Letter or Recommendation from the District

Notice of Vacancy

Notice is hereby given that the Colusa County Board of Supervisors is soliciting applications to fill two vacancies: one unexpired term ending January 30, 2027 and one regular term for the following:

2 Vacancies – Resource Conservation District

Applicants must be registered voters in the state, shall reside in the District or own real property in the District, or have served, pursuant to the District's rules, for two years or more as an Associate Director providing advisory or other assistance to the Board of Directors, or be a designated agent of a resident landowner within the District.

If you are interested in applying or would like more information about the position please contact:

Clerk to the Board of Supervisors
547 Market Street, Suite 102
Colusa, CA 95932
(530) 458-0508
boardclerk@countyofcolusaca.gov

Applications are also available on the Internet at
www.countyofcolusaca.gov
Please submit applications by October 31, 2025 4:00 p.m.

10/10/2025 · CCPR

Patricia Rodriguez

From: Elizabeth Harper <Liz@ColusaRCD.com>
Sent: Saturday, September 20, 2025 8:09 AM
To: Patricia Rodriguez
Subject: Colusa County RCD's Board Member Resignation and Vacancy Process

Warning: Unusual sender <liz@colusarcd.com>
You don't usually receive emails from this address. Make sure you trust this sender before taking any actions.

Good morning Patricia,

I've forwarded you a resignation email from one of our directors—Ben King resigned from his position last month. I believe his term was set to end in January 2026, correct?

Additionally, we still have an additional unfilled board vacancy from last year. I've announced the opportunity through our e-newsletters, and four individuals have responded with interest. I understand the County of Colusa has its own process for posting vacancies and handling applications. Is there anything you need from me to move that process forward?

Thanks so much,
Elizabeth

COLUSA COUNTY
RESOURCE
Conservation District

Elizabeth Harper
Executive Director
100 Sunrise Blvd.; Suite A-3
Colusa, CA. 95932
Direct: 530-501-8143
Office: 530-473-9346
liz@colusarcd.com

From: Ben King <bking@pacgoldag.com>
Sent: Monday, August 18, 2025 2:34 PM
To: Elizabeth Harper <Liz@ColusaRCD.com>
Subject: Resignation

Hi Liz,

Unfortunately, I will not be able to make tomorrow's meeting also – I am flying to Boston to move my daughter back into her dorm. The trip was scheduled for Thursday but since she has an opportunity to me a teaching assistant, she needs to be on campus a couple of days earlier.

At this point I want to submit my resignation as a Director of the Colusa County RCD effective today. I have not been able to make any of the recent meetings and I had intended to stay on to year end but rather than not being able to show up I want to move my resignation date up.

Please thank all my fellow Directors for the opportunity to serve with them and thank you to you and the RCD staff for your public service.

Best Regards,

Ben

Ann Nordyke

From: noreply@civicplus.com
Sent: Thursday, October 16, 2025 9:45 AM
To: Colusa County Board Clerk; Tiffany Jorgensen; Patricia Rodriguez
Subject: Online Form Submittal: Colusa County Board of Supervisors Application to Fill a Vacancy

Warning: Unusual sender <noreply@civicplus.com>
You don't usually receive emails from this address. Make sure you trust this sender before taking any actions.

Colusa County Board of Supervisors Application to Fill a Vacancy

UPON COMPLETION PRESS SUBMIT OR RETURN TO:

Clerk to the Board of Supervisors 547 Market Street, Suite 102 Colusa, CA 95932 (530) 458-0508 boardclerk@countyofcolusaca.gov

NAME OF COMMITTEE/COMMISSION/DISTRICT/OTHER:	Colusa County Resource Conservation District Board
NAME OF APPLICANT:	John "Craig" Richards
LIST YOUR PHYSICAL AND MAILING ADDRESS IF DIFFERENT:	
Address1	3194 Hunter Rd.
Address2	*Field not completed.*
City	COLUSA
State	ca
Zip	95932
PHONE:	5303834544
E-MAIL:	jcraigrich@gmail.com
SUPERVISORIAL DISTRICT:	5
LIST ANY QUALIFICATIONS AND/OR REASONS YOU WISH TO SERVE ON THIS COMMITTEE:	I have 30+ years of experience as an educator in biological sciences and environmental science, primarily at the high school and junior college levels, as well as 20+ seasons working for the Alaska Department of

Fish and Game and Woody Trihey and Associates Engineering Firm as a fisheries biologist and environmental consultant. I also spent 3+ years working for the Colusa County Office of Education as their Farm to School Coordinator.
I'm currently retired and would like to give back to my community, with the RCD a good fit for both my work experience and interests.

(Section Break)

Email not displaying correctly? View it in your browser.



COLUSA COUNTY
RESOURCE CONSERVATION DISTRICT

ç

DIRECTOR QUESTIONNAIRE

NAME: John "Craig" Richards
MAILING ADDRESS: 3194 Hunter Rd.

CITY: Colusa STATE: CA ZIP: 95932

PHYSICAL ADDRESS *(if different from above:)*_____

HOME PHONE: 530 383-4544 WORK PHONE: _____

CELL: _____ EMAIL: jcraigrich@gmail.com

I AM AWARE THAT TO BE A DIRECTOR OF A CONSERVATION DISTRICT I MUST BE A REGISTERED VOTER IN THE STATE OF CALIFORNIA. *INITIAL HERE* (JR)

CHECK ONE OF THE BELOW:

____X___I LIVE IN THE DISTRICT AND I OWN PROPERTY IN THE DISTRICT OR I HAVE SERVED AS A CCRCD ASSOCIATE DIRECTOR FOR TWO OR MORE YEARS.

OR

_____I AM A DESIGNATED AGENT OF A RESIDENT LANDOWNER WITHIN THE DISTRICT AND WILL PROVIDE A SIGNED "AFFIDAVIT OF RESIDENT LANDOWNER"

1. Explain your interest in natural resources and becoming a CCRCD Director.

My work and life have been centered around and influenced by agriculture, natural resources and their impact on a healthy society. My recreational interests are primarily outdoors and have kept me informed of an directly involved in environmental issues. I feel that at this stage of my life, it is important to give back, and being a CCRCD Director would allow me to do so.

2. Briefly describe what contributions and skills you will bring to the CCRCD.

I have spent 30+ years as a science educator, including teaching environmental science at both high school and junior college, and 20+ seasons as a fisheries biologist and environmental consultant. In addition, after retiring from being a full time educator, I spent 3+ years as the Colusa County Farm to School Coordinator.

3. What is the nature of your work/professional background?

Please see above. Education: B.S. Fisheries Biology; B.S. Biology; M.S. Science Education

4. List other organizations, clubs and affiliations: (include offices held, honors received, etc.)

Member: Nature Conservancy, Ducks Unlimited, Rocky Mountain Elk Foundation

Address: 100 Sunrise Blvd., Suite A3, Colusa, CA 95932 Phone: (530) 458-5131 Ext. 117
E Mail: Liz@colusarcd.org

COLUSA COUNTY RESOURCE CONSERVATION DISTRICT
BOARD OF DIRECTORS
COMMITMENT

Please review the basic responsibilities and duties and sign this form to indicate your willingness to serve on the board of directors for the Colusa County Resource Conservation District.

Each member of the board of directors supports the CCRCD by:

- attending at least eight of the twelve monthly board meetings;
- participating actively in a least one committee/CCRCD project or Activity;
- participating in ongoing district activities;
- attending at least one California Association of Resource Conservation District function every other year (if possible);
- contributing to the determination of the CCRCD's mission, policies for operations, and yearly and long-term planning activities;
- supporting the activities adopted by the board in the CCRCD's annual and strategic plans;
- contributing to the establishment of fiscal policy and boundaries, including budgets and financial controls;
- ensuring that the provisions of the CCRCD's charter (Division IX California Resources Code) are being followed;
- adhering to state conflict-of-interest laws governing elected/appointed officials;
- keeping required ethics training current
- lending sound and knowledgeable advice, counsel and assistance to the board and staff;
- serving as a liaison for the CCRCD to the community at large;

- contributing to the development and/or implementation of conservation programs/projects/educational activities that meet the needs of the district;
- adhering to the attached CCRCD Guiding Principles;

☒ I pledge my support for the mission of the Colusa County Resource Conservation District and will, to the best of my ability, fulfill all the duties and responsibilities accrued to me as a director.

NAME: J. Craig Richards

SIGNATURE _____ DATE: 9-3-25

DIRECTOR TO RETAIN A COPY OF THIS DOCUMENT

APPROVED AUGUST 17, 2016

COLUSA COUNTY

RESOURCE CONSERVATION DISTRICT

CCRCD GUIDING PRINCIPLES

Directors, Associate Directors, and Staff

As a member of the CCRCD team, I take full responsibility for my work and for the organization's performance. Our guiding principles are:

- **Mission Focus.** Always remember we are all here because we are committed to the mission of the CCRCD.
- **Mutual Respect.** Treat each other with respect, as equals. Appreciate everyone's contributions and assume they have the CCRCD's best interest at heart. Be aware of our different styles, and work in good faith to accommodate the needs of others.
- **Direct Communication.** Communicate with others honestly, openly, directly, and in a timely manner. This is always important, but especially when there are problems, concerns, conflicts, and tough issues to address. Talk to the other person, not about them. Make no assumptions; when in doubt, ask direct questions.
- **Positive Intention.** Assume that others are acting with the best intentions, in the best interests of the CCRCD. Give others the benefit of the doubt. Help them to be their best. Don't take things personally.

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

APPLICANT INFORMATION

NAME OF COMMITTEE/COMMISSION/DISTRICT/OTHER:
COLUSA COUNTY RESOURCE CONSERVATION DISTRICT

NAME OF APPLICANT:	LIST YOUR PHYSICAL AND MAILING ADDRESS IF DIFFERENT:
GARY J EVANS	1350 GOAT MT RD P.O. BOX 10

CITY:	PHONE:	E-MAIL:
STONYFORD	530 570-1908	N/A

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

1 ☐ **2** ☐ **3** ☐ **4** ☒ **5** ☐ **Notes:**

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

I HAVE PREVIOUSLY SERVED ON COONTY RCD FOR 25 YEARS PRIOR TO MY COMMITMENT ON THE COLUSA COONTY BOARD OF SOPERVISORS. NOW THAT COMMITMENT HAS ENDED AND I FEEL THAT I COOLD STILL BE OF SOME VALUE TO THE COLOSA COUNTY RCD.

THANK YOO

GJ Evans

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 _____

COLUSA COUNTY
RESOURCE CONSERVATION DISTRICT

DIRECTOR QUESTIONNAIRE

NAME: GARY J EVANS

MAILING ADDRESS: P. O. BOX 10

CITY: STONYFORD STATE: CA ZIP: 95979

PHYSICAL ADDRESS *(if different from above:)* _____

HOME PHONE: N/A WORK PHONE: N/A

CELL: 530 570-1908 EMAIL: N/A

I AM AWARE THAT TO BE A DIRECTOR OF A CONSERVATION DISTRICT I MUST BE A REGISTERED VOTER IN THE STATE OF CALIFORNIA. *INITIAL HERE* (GE)

CHECK ONE OF THE BELOW:

(✓) I LIVE IN THE DISTRICT AND I OWN PROPERTY IN THE DISTRICT OR I HAVE SERVED AS A CCRCD ASSOCIATE DIRECTOR FOR TWO OR MORE YEARS.

OR

( ) I AM A DESIGNATED AGENT OF A RESIDENT LANDOWNER WITHIN THE DISTRICT AND WILL PROVIDE A SIGNED "AFFIDAVIT OF RESIDENT LANDOWNER"

1. Explain your interest in natural resources and becoming a CCRCD Director.
   GREW UP IN WESTERN COLUSA COUNTY AND HAVE BEEN DOING RESOURCE WORK MY ENTIRE LIFE.
2. Briefly describe what contributions and skills you will bring to the CCRCD.
   I HAVE EXPERINCE IN RESOURCE MANAGMENT AS WELL AS PROJECT DEVELOPMENT AND IMPLEMENTATION.
3. What is the nature of your work/professional background?
   CURRENTLY RETIRED BOT DURING MY WORKING LIFETIME I WORKED 15 YRS IN THE USFS IN STONYFORD, PREVIOUSLY SERVED AS AN RCD DIRECTOR FOR 25YRS AND RECIENTLY SERVED 20 YRS ON COLUSA COUNTY BOS
4. List other organizations, clubs and affiliations: (include offices held, honors received, etc.)
   TRUSTEE OF CYPRESS HILL CEMETARY (LODOGA)
   STONYFORD PARKS & RECREATION DIST, DIRECTOR
   INDIAN VALLEY FIRE DIST, DIRECTOR
   CO-FOUNDER OF STONYFORD BUYERS GROUP
   GENERAL CONTRACTOR FOR CONSTRUCTION OF STONYFORD COMMUNITY HALL

Address: 547 Market Street, Suite 102 Colusa, CA 95932 Phone: (530) 458-0508 (DONATION)
E Mail: Boardclerk@countyofcolusaca.gov

COLUSA COUNTY
RESOURCE CONSERVATION DISTRICT

CCRCD GUIDING PRINCIPLES

Directors, Associate Directors, and Staff

As a member of the CCRCD team, I take full responsibility for my work and for the organization's performance. Our guiding principles are:

- **Mission Focus.** Always remember we are all here because we are committed to the mission of the CCRCD.
- **Mutual Respect.** Treat each other with respect, as equals. Appreciate everyone's contributions and assume they have the CCRCD's best interest at heart. Be aware of our different styles, and work in good faith to accommodate the needs of others.
- **Direct Communication.** Communicate with others honestly, openly, directly, and in a timely manner. This is always important, but especially when there are problems, concerns, conflicts, and tough issues to address. Talk to the other person, not about them. Make no assumptions; when in doubt, ask direct questions.
- **Positive Intention.** Assume that others are acting with the best intentions, in the best interests of the CCRCD. Give others the benefit of the doubt. Help them to be their best. Don't take things personally.
- **Collaboration.** Collaborate with others. Offer assistance when you can, and ask for help when you need it. Consistently share what you are doing. Include all project staff in project planning.
- **Accountability.** Follow through and do the best job you can. Take initiative and responsibility for your own work. Do what you say you will do, and deliver the results your colleagues and community expect. If you can't follow through on a commitment, let people know and develop an alternative plan as soon as possible. Hold others accountable and give them direct feedback.
- **Realistic Time Management.** Be realistic about what you can do. Establish boundaries and set limits to maintain a manageable workload. Say "no" when you need to, and hear others when they say "no" to you.
- **Work-Life Balance.** Life is bigger than work. You have the right and the obligation to maintain a balance. Help others do the same.
- **Self-Awareness.** Recognize and take responsibility for the impact you have on others, for better and for worse. Monitor your behavior and self-correct as necessary. Communicate with others in the ways that work best for them.
- **Fun.** Work hard, live well, be positive, and have fun.
- **Empowerment.** Empower others to do their jobs. Give them the resources, information, time, and authority to do their work.
- **Clear, Consistent, Fair Information, Policies, and Systems.** Clearly describe responsibilities, provide accurate and timely information, and support people to succeed in their role.

APPROVED AUGUST 17, 2016

COLUSA COUNTY
RESOURCE CONSERVATION DISTRICT

DIRECTOR QUESTIONNAIRE

NAME: LORRAINE MARSH

MAILING ADDRESS: PO BOX 725

CITY: ARBUCKLE STATE: CA ZIP: 95912

PHYSICAL ADDRESS *(if different from above:)* 1335 SPICER ROAD

HOME PHONE: 5306824969 WORK PHONE: 530 682 4969

CELL: 530 682 4969 EMAIL: sycamoreorganicfarm@gmail.com

I AM AWARE THAT TO BE A DIRECTOR OF A CONSERVATION DISTRICT I MUST BE A REGISTERED VOTER IN THE STATE OF CALIFORNIA. *INITIAL HERE* (LM)

CHECK ONE OF THE BELOW:

LM I LIVE IN THE DISTRICT AND I OWN PROPERTY IN THE DISTRICT OR I HAVE SERVED AS A CCRCD ASSOCIATE DIRECTOR FOR TWO OR MORE YEARS.

OR

_____ I AM A DESIGNATED AGENT OF A RESIDENT LANDOWNER WITHIN THE DISTRICT AND WILL PROVIDE A SIGNED "AFFIDAVIT OF RESIDENT LANDOWNER"

1. Explain your interest in natural resources and becoming a CCRCD Director.

   PLEASE SEE ATTACHED SHEET

2. Briefly describe what contributions and skills you will bring to the CCRCD.

   PLEASE SEE ATTACHED SHEET

3. What is the nature of your work/professional background?

   PLEASE SEE ATTACHED SHEET

4. List other organizations, clubs and affiliations: (include offices held, honors received, etc.)

   PLEASE SET ATTACHED SHEET

Address: 100 Sunrise Blvd., Suite B, Colusa, CA 95932 Phone: (530) 458-5131 Ext. 117
E Mail: Liz@colusarcd.org

1. Explain your interest in natural resources and in becoming a CCRCD Director.

I am a landowner and farmer in Colusa County, where I manage a diversified commercial farming operation. My livelihood directly depends upon the health of our soil, water, and ecosystems, and I have a strong commitment to protecting and sustaining these resources for future generations. I believe that balancing environmental stewardship with economic sustainability is essential for the long-term survival of agriculture in our region, especially in the challenging times farmers currently face.

My interest in becoming a CCRCD Director stems from a desire to combine my farming experience with my academic and professional expertise to support locally led conservation. I would like to contribute to the CCRCD's mission by helping guide efforts that both protect natural resources and ensure the economic viability of the agricultural community in Colusa County.

---

2. Briefly describe what contributions and skills you will bring to the CCRCD.

I bring a unique combination of practical farming knowledge, technical expertise, and policy experience. On the farm, I work daily with issues such as crop rotation, soil health, irrigation management, and long-term sustainability. My academic training as a Ph.D. in Resource Economics, together with my work as an economist at the California Department of Water Resources, gives me a strong foundation in analyzing the costs, benefits, and trade-offs of resource management decisions.

I also bring skills in strategic planning, financial analysis, and problem-solving, as well as the ability to bridge perspectives between producers, policymakers, and the broader community. These strengths will allow me to contribute thoughtfully and constructively to CCRCD's programs and governance.

---

3. What is the nature of your work/professional background?

My professional background combines agriculture, economics, and natural resource management. I co-own and operate a diversified commercial farming business in Colusa County, which has given me firsthand experience in crop production, soil conservation, irrigation practices, and the day-to-day challenges of farming.

In addition to my work as a producer, I earned a Ph.D. in Resource Economics and served as an economist for the California Department of Water Resources, where I focused on the economic dimensions of water management and conservation policy. This combination of

practical and analytical experience provides me with both a producer's perspective and a broader understanding of how natural resource policies affect local communities.

---

4. List other organizations, clubs, and affiliations.

Current

- Member, South Colusa, North Yolo (SCNY) Operating Team
- Director, Colusa County Farm Bureau

Past

- Colusa County Grand Jury Foreperson
- Member, Colusa County Groundwater Management Commission
- Colusa County 4-H Leader
- Omega Nu Treasurer

COLUSA COUNTY
RESOURCE CONSERVATION DISTRICT

COLUSA COUNTY RESOURCE CONSERVATION DISTRICT
BOARD OF DIRECTORS
COMMITMENT

Please review the basic responsibilities and duties and sign this form to indicate your willingness to serve on the board of directors for the Colusa County Resource Conservation District.

Each member of the board of directors supports the CCRCD by:

- attending at least eight of the twelve monthly board meetings;
- participating actively in a least one committee/CCRCD project or Activity;
- participating in ongoing district activities;
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- supporting the activities adopted by the board in the CCRCD's annual and strategic plans;
- contributing to the establishment of fiscal policy and boundaries, including budgets and financial controls;
- ensuring that the provisions of the CCRCD's charter (Division IX California Resources Code) are being followed;
- adhering to state conflict-of-interest laws governing elected/appointed officials;
- keeping required ethics training current
- lending sound and knowledgeable advice, counsel and assistance to the board and staff;
- serving as a liaison for the CCRCD to the community at large;
- contributing to the development and/or implementation of conservation programs/projects/educational activities that meet the needs of the district;
- adhering to the attached CCRCD Guiding Principles;

☑ I pledge my support for the mission of the Colusa County Resource Conservation District and will, to the best of my ability, fulfill all the duties and responsibilities accrued to me as a director.

NAME: LORRAINE MARSH

SIGNATURE _____ DATE: 8/28/2025

DIRECTOR TO RETAIN A COPY OF THIS DOCUMENT

CCRCD GUIDING PRINCIPLES

APPROVED AUGUST 17, 2016

COLUSA COUNTY
RESOURCE CONSERVATION DISTRICT

COLUSA COUNTY RESOURCE CONSERVATION DISTRICT
BOARD OF DIRECTORS
COMMITMENT

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- supporting the activities adopted by the board in the CCRCD's annual and strategic plans;
- contributing to the establishment of fiscal policy and boundaries, including budgets and financial controls;
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- serving as a liaison for the CCRCD to the community at large;
- contributing to the development and/or implementation of conservation programs/projects/educational activities that meet the needs of the district;
- adhering to the attached CCRCD Guiding Principles;

☒ I pledge my support for the mission of the Colusa County Resource Conservation District and will, to the best of my ability, fulfill all the duties and responsibilities accrued to me as a director.

NAME: Lauren Margaret Bonino

SIGNATURE Lauren Margaret Bonino DATE: 10/1/25

DIRECTOR TO RETAIN A COPY OF THIS DOCUMENT

APPROVED AUGUST 17, 2016

COLUSA COUNTY
RESOURCE CONSERVATION DISTRICT

DIRECTOR QUESTIONNAIRE

NAME: Lauren M. Bonino

MAILING ADDRESS: 396 Hwy 45

CITY: Knights Landing STATE: CA. ZIP: 95645

PHYSICAL ADDRESS *(if different from above:)* _____

HOME PHONE: (530)682-4362 WORK PHONE: same

CELL: same EMAIL: millerbeanlauren@gmail.com

I AM AWARE THAT TO BE A DIRECTOR OF A CONSERVATION DISTRICT I MUST BE A REGISTERED VOTER IN THE STATE OF CALIFORNIA. *INITIAL HERE* (LB)

CHECK ONE OF THE BELOW:

_____ I LIVE IN THE DISTRICT AND I OWN PROPERTY IN THE DISTRICT OR I HAVE SERVED AS A CCRCD ASSOCIATE DIRECTOR FOR TWO OR MORE YEARS.

OR

__X__ I AM A DESIGNATED AGENT OF A RESIDENT LANDOWNER WITHIN THE DISTRICT AND WILL PROVIDE A SIGNED "AFFIDAVIT OF RESIDENT LANDOWNER"

1. Explain your interest in natural resources and becoming a CCRCD Director.
   Please see attached word document.

2. Briefly describe what contributions and skills you will bring to the CCRCD.
   Please see attached.

3. What is the nature of your work/professional background?
   Please see attached.

4. List other organizations, clubs and affiliations: (include offices held, honors received, etc.)
   Please see attached.

Address: 547 Market Street, Suite 102 Colusa, CA 95932 Phone: (530) 458-0508
E Mail: Boardclerk@countyofcolusa.com

Lauren Bonino

2025 RCD Application

1) **Explain you interest in natural resources and becoming a CCRD Director.**
   I am deeply interested in participating as a CCRD Director to continue both educating myself in and advocating for Colusa County agriculture and its conservation efforts. I believe that farmers are and continue to be good stewards of the land, and my participation on this Board would allow me to take steps in that belief. As a member of the CCRD Board, I hope to serve as a strong conduit between government agencies and Colusa County farmers.
2) **Briefly describe what contributions and skills you will bring to the CCRD.**
   Humbly, I offer my eagerness to learn and advocate more for the benefit of farmers and conservation alike. I feel well versed in water matters, per my work with RD 108. I am looking forward to taking on more roles in agriculture and in my community as I mature as a farmer.
3) **What is the nature of your work/professional background?**
   In 2021, I decided to leave teaching and officially join Miller Ranch. I work for my parents, Jeff and Brenda Miller. I currently help run the office portion of the business, including but limited to: bookkeeping, Safety Program, Sub watershed programs, and a multitude of other programs that are either required by government agencies or to the benefit of Miller Ranch. Each year, I strive to take on more roles on the farm including more fieldwork. I am also the mother of three young children. I have a professional background in Education and Literature and Writing.
4) **List other organization, clubs, and affiliations: (include offices held, Honors received, etc.)**

- 2025 NCWA Water Leaders Class
- 2024 Farmers Rice Cooperative Leadership Class
- 2021 employment with Reclamation District RD 108
- 2021 Official employment with Miller Ranch
- 2013-2016 Young Farmers and Ranchers Member
- 2014-2021 English Teacher serving in Colusa County
- Education: Master's in Education; UC Davis; BA Literature & Writing UC San Diego, Revelle College

Lauren Bonino

2025 RCD Application

1) **Explain you interest in natural resources and becoming a CCRD Director.**
   I am deeply interested in participating as a CCRD Director to continue both educating myself in and advocating for Colusa County agriculture and its conservation efforts. I believe that farmers are and continue to be good stewards of the land, and my participation on this Board would allow me to take steps in that belief. As a member of the CCRD Board, I hope to serve as a strong conduit between government agencies and Colusa County farmers.
2) **Briefly describe what contributions and skills you will bring to the CCRD.**
   Humbly, I offer my eagerness to learn and advocate more for the benefit of farmers and conservation alike. I feel well versed in water matters, per my work with RD 108. I am looking forward to taking on more roles in agriculture and in my community as I mature as a farmer.
3) **What is the nature of your work/professional background?**
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- 2024 Farmers Rice Cooperative Leadership Class
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- 2021 Official employment with Miller Ranch
- 2013-2016 Young Farmers and Ranchers Member
- 2014-2021 English Teacher serving in Colusa County
- Education: Master's in Education; UC Davis; BA Literature & Writing UC San Diego, Revelle College

RECEIVED
OCT 22 2025
COUNTY OF COLUSA
BOARD OF SUPERVISORS

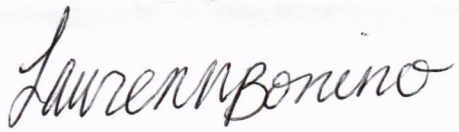
October 20, 2025

To Whom It May Concern:

Thank you for accepting my application for the Colusa County RCD Director's position. Please do not hesitate to call, text, or email if you have any questions or require further information.

Thank you,

Lauren Miller Bonino



530-682-4362

millerbeanlauren@gmail.com

COLUSA COUNTY
RESOURCE CONSERVATION DISTRICT

BOARD OF DIRECTORS

PRESIDENT
Walt Seaver

VICE PRESIDENT
Elizabeth Nall

DIRECTORS
Tom Hickok
Alex Struckmeyer
Allen Gobel
Vacant
Vacant

STAFF

EXECUTIVE DIRECTOR
Elizabeth Harper

NATURAL RESOURCE COORDINATOR
Tucker Bennett

SACRAMENTO VALLEY SOIL HUB COORDINATOR
Margot Flynn

WILDFIRE RESILIENCE PROGRAM MANAGER
Kurt Vaughn

WILDFIRE RESILIENCE PROGRAM COORDINATOR
Shelby Hebert

CONTACT INFORMATION

100 Sunrise Boulevard
Suite A-3
Colusa, CA 95932

PHONE
(530) 473-9346

EMAIL
info@colusarcd.org

WEB
www.colusarcd.org

November 12th, 2025

Colusa County Board of Supervisors
547 Market Street; Suite 102
Colusa, CA 95932

Subject: Recommendation for Appointment of CCRCD Directors

Dear Members of the Board,

On behalf of the Colusa County Resource Conservation District (CCRCD) Board of Directors, I am writing to recommend two candidates for appointment to our Board of Directors.

The Mission of the CCRCD is to protect, conserve, and restore natural resources through locally led education and implementation activities that support a healthy environment and provide economic sustainability through wise land use.

To fulfill this mission effectively, CCRCD strives for a **diverse board composition** that reflects the unique characteristics of Colusa County. Our **Board Make-up and Recruitment Strategy** emphasize representation across:

- **Areas of Expertise** (crops, livestock, forestry, education, outdoor interests)
- **Geographic Diversity** (Stonyford, Maxwell, Princeton, Grimes, Colusa, Arbuckle, Williams)
- **Skills and Talents** (finance, conservation, leadership, communications, entrepreneurial orientation, public policy, legal expertise)

After a thorough review four candidates' applications, the CCRCD Board engaged in a thoughtful and challenging decision-making process. We determined that, to best represent the district's programs, projects and goals the most qualified candidates are:

Gary Evans and **Craig Richards**

You will find candidates' applications attached for your review.

The CCRCD invite the other two candidates, Lorraine Marsh and Lauren Miller Bonino, to be Associate Directors to attend and participate in meetings. We believe all these individuals will strengthen our ability to serve Colusa County by stewarding natural resources and advancing conservation efforts that benefit both the environment and the local economy. Thank you for your considering our recommendation. We look forward to continuing our partnership with the County.

Sincerely,

Walt Seaver

Walt Seaver, President

Colusa County

Agenda Request Form

Item ID#: 2025-210 **Agenda Date:** 12/16/2025 **Item VII.4**

ASSESSOR'S OFFICE

Sitting as the Board of Equalization
Approve a withdrawal form for Poppy Markets LLC. DBA: Poppy Arbuckle: Assessment Appeal 24-11 and 25-06

Detailed Description/Background of Request
The applicant, Poppy Markets, LLC., is appealing the regular assessment for the 2023 and 2024 roll. The date of valuation is January 1, 2023 and January 1, 2024 respectively. Specifically, the applicant is appealing the following roll valuations.

800-002-659	2023 Roll Value	Applicant's Opinion of Value	800-002-659	2024 Roll Value	Applicant's Opinion of Value
Fixtures	651,940	100,000	Fixtures	656,110	250,000
Personal Property	1,647,660	1,000,000	Personal Property	1,755,030	850,000
Total	2,299,600	1,100,000	Total	2,411,140	1,100,000

The total difference in value for the 2023 roll is $1,199,600 and $1,311,140 for the 2024 roll.

The value that was on the roll was based upon the response from the applicant due to our mailing of a Business Property Questionnaire that was sent to the applicant, dated March 15, 2023. Budgeted numbers presented to the Assessor's office represented a depreciated value of $2,299,598 for the 2023 roll; however, actual numbers reported to the office later would have derived a depreciated value of $2,402,248 for the 2023 roll.

The value that was on the roll was based upon the filing of their Business Property Statement (BOE 571) for the 2024 roll.

Prior Board Action
None

Fiscal Impact/Funding Source
N/A

Action for the Clerk
Notify applicant of Board Decision, include Professional Tax Appeal of findings

Attachments:
1. 24-11 Popply Markets LLC
2. 25-06 Poppy Markets LLC

BOE-305-AH (P1) REV. 09 (05-20)

ASSESSMENT APPEAL APPLICATION

This form contains all of the requests for information that are required for filing an application for changed assessment. Failure to complete this application may result in rejection of the application and/or denial of the appeal. Applicants should be prepared to submit additional information if requested by the assessor or at the time of the hearing. Failure to provide information at the hearing the appeals board considers necessary may result in the continuance of the hearing or denial of the appeal. **Do not attach hearing evidence to this application.**

RECEIVED
DEC 04 2023
COUNTY OF COLUSA
BOARD OF SUPERVISORS

Colusa County Board of Supervisors
547 Market Street, Suite 102
Colusa, CA 95932

APPLICATION NUMBER: Clerk Use Only 24-11

1. APPLICANT INFORMATION - PLEASE PRINT

NAME OF APPLICANT (LAST, FIRST, MIDDLE INITIAL), BUSINESS, OR TRUST NAME: Poppy Markets LLC

EMAIL ADDRESS:

MAILING ADDRESS OF APPLICANT (STREET ADDRESS OR P. O. BOX): 41805 Albrae St.

CITY	STATE	ZIP CODE	DAYTIME TELEPHONE	ALTERNATE TELEPHONE	FAX TELEPHONE
Fremont	CA	94538	( )	( )	( )

2. CONTACT INFORMATION - AGENT, ATTORNEY, OR RELATIVE OF APPLICANT if applicable - (REPRESENTATION IS OPTIONAL)

NAME OF AGENT, ATTORNEY, OR RELATIVE (LAST, FIRST, MIDDLE INITIAL): Kamens, Jeff

EMAIL ADDRESS: contactus@professionaltaxappeal.com

COMPANY NAME: Professional Tax Appeal

CONTACT PERSON IF OTHER THAN ABOVE (LAST, FIRST, MIDDLE INTITAL):

MAILING ADDRESS (STREET ADDRESS OR P. O. BOX): 10736 Jefferson Blvd. # 530

CITY	STATE	ZIP CODE	DAYTIME TELEPHONE	ALTERNATE TELEPHONE	FAX TELEPHONE
Culver City	CA	90230	(800) 576-6612	( )	(323) 291-2523

AUTHORIZATION OF AGENT ☑ **AUTHORIZATION ATTACHED**

The following information must be completed (or attached to this application - see instructions) unless the agent is a licensed California attorney as indicated in the Certification section, or a spouse, child, parent, registered domestic partner, or the person affected. If the applicant is a business entity, the agent's authorization must be signed by an officer or authorized employee of the business.

The person named in Section 2 above is hereby authorized to act as my agent in this application, and may inspect assessor's records, enter in stipulation agreements, and otherwise settle issues relating to this application.

SIGNATURE OF APPLICANT, OFFICER, OR AUTHORIZED EMPLOYEE ▶	TITLE	DATE

3. PROPERTY IDENTIFICATION INFORMATION

☐ Yes ☑ No Is this property a single-family dwelling that is occupied as the principal place of residence by the owner?

ENTER APPLICABLE NUMBER FROM YOUR NOTICE/TAX BILL

ASSESSOR'S PARCEL NUMBER	ASSESSMENT NUMBER	FEE NUMBER
	000-002-659-000	018-280-113-000
ACCOUNT NUMBER	**TAX BILL NUMBER**	

PROPERTY ADDRESS OR LOCATION	DOING BUSINESS AS (DBA), if appropriate
N/A	

PROPERTY TYPE ☑

- ☐ SINGLE-FAMILY / CONDOMINIUM / TOWNHOUSE / DUPLEX
- ☐ MULTI-FAMILY/APARTMENTS: NO. OF UNITS _____
- ☐ COMMERCIAL/INDUSTRIAL
- ☑ BUSINESS PERSONAL PROPERTY/FIXTURES
- ☐ AGRICULTURAL
- ☐ MANUFACTURED HOME
- ☐ WATER CRAFT
- ☐ OTHER: _____
- ☐ POSSESSORY INTEREST
- ☐ VACANT LAND
- ☐ AIRCRAFT

4. VALUE	A. VALUE ON ROLL	B. APPLICANT'S OPINION OF VALUE	C. APPEALS BOARD USE ONLY
LAND			
IMPROVEMENTS/STRUCTURES			
FIXTURES	651,940	100,000	
PERSONAL PROPERTY (see instructions)	1,647,660	1,000,000	
MINERAL RIGHTS			
TREES & VINES			
OTHER			
TOTAL	2,299,600	1,100,000	
PENALTIES (amount or percent)			

THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

BOE-305-AH (P2) REV. 09 (05-20)

5. TYPE OF ASSESSMENT BEING APPEALED ☑ ***Check only one. See instructions for filing periods***

☑ REGULAR ASSESSMENT – VALUE AS OF JANUARY 1 OF THE CURRENT YEAR

☐ SUPPLEMENTAL ASSESSMENT

*DATE OF NOTICE: _____ ROLL YEAR: _____

☐ ROLL CHANGE ☐ ESCAPE ASSESSMENT ☐ CALAMITY REASSESSMENT ☐ PENALTY ASSESSMENT

*DATE OF NOTICE: _____ **ROLL YEAR: _____

***Must attach copy of notice or bill, where applicable** ***Each roll year requires a separate application**

6. REASON FOR FILING APPEAL (FACTS) ***See instructions before completing this section.***

If you are uncertain of which item to check, please check "I. OTHER" and provide a brief explanation of your reasons for filing this application. The reasons that I rely upon to support requested changes in value are as follows:

A. DECLINE IN VALUE

☐ The assessor's roll value exceeds the market value as of January 1 of the current year.

B. CHANGE IN OWNERSHIP

☐ 1. No change in ownership occurred on the date of _____.

☐ 2. Base year value for the change in ownership established on the date of _____ is incorrect.

C. NEW CONSTRUCTION

☐ 1. No new construction occurred on the date of _____.

☐ 2. Base year value for the completed new construction established on the date of _____ is incorrect.

☐ 3. Value of construction in progress on January 1 is incorrect.

D. CALAMITY REASSESSMENT

☐ Assessor's reduced value is incorrect for property damaged by misfortune or calamity.

E. BUSINESS PERSONAL PROPERTY/FIXTURES. Assessor's value of personal property and/or fixtures exceeds market value.

☑ 1. All personal property/fixtures.

☐ 2. Only a portion of the personal property/fixtures. Attach description of those items.

F. PENALTY ASSESSMENT

☐ Penalty assessment is not justified.

G. CLASSIFICATION/ALLOCATION

☐ 1. Classification of property is incorrect.

☐ 2. Allocation of value of property is incorrect (e.g., between land and improvements).

H. APPEAL AFTER AN AUDIT. Must include description of each property, issues being appealed, and your opinion of value.

☐ 1. Amount of escape assessment is incorrect.

☐ 2. Assessment of other property of the assessee at the location is incorrect.

I. OTHER

☐ Explanation (attach sheet if necessary) _____

7. WRITTEN FINDINGS OF FACTS ($_____ per_____)

☐ Are requested. ☑ Are not requested.

8. THIS APPLICATION IS DESIGNATED AS A CLAIM FOR REFUND ***See instructions.***

☑ Yes ☐ No

CERTIFICATION

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing and all information hereon, including any accompanying statements or documents, is true, correct, and complete to the best of my knowledge and belief and that I am (1) the owner of the property or the person affected (i.e., a person having a direct economic interest in the payment of taxes on that property – "The Applicant"), (2) an agent authorized by the applicant under item 2 of this application, or (3) an attorney licensed to practice law in the State of California, State Bar Number _____, who has been retained by the applicant and has been authorized by that person to file this application.

SIGNATURE **(Use Blue Pen - Original signature required on paper-filed application)** ▶ Jeff Kamens | SIGNED AT (CITY, STATE) Los Angeles, CA | DATE 11/19/23

NAME (Please Print) Jeff Kamens

FILING STATUS (IDENTIFY RELATIONSHIP TO APPLICANT NAMED IN SECTION 1)

☑ OWNER ☐ AGENT ☐ ATTORNEY ☐ SPOUSE ☐ REGISTERED DOMESTIC PARTNER ☐ CHILD ☐ PARENT ☐ PERSON AFFECTED

☐ CORPORATE OFFICER OR DESIGNATED EMPLOYEE

BOE-305-AG (P1) REV. 03 (02-20)

AUTHORIZATION OF AGENT/ DESIGNATION OF ATTORNEY

May be filed with initial *Assessment Appeal Application* when naming an agent or when an agent or California attorney is being named when none was named in the initial application. Mail or fax the completed form to the Clerk of the Board at the address shown.

APPLICANT AND PROPERTY INFORMATION

NAME OF APPLICANT (LAST, FIRST, MIDDLE INITIAL): Poppy Markets LLC

EMAIL ADDRESS:

MAILING ADDRESS OF APPLICANT (STREET ADDRESS OR P. O. BOX): 41805 Albrae St. 2nd Floor

CITY	STATE	ZIP CODE	DAYTIME TELEPHONE	ALTERNATE TELEPHONE	FAX TELEPHONE
Fremont	CA	94538	( )	( )	( )

SECURED: ASSESSOR'S PARCEL NUMBER:

UNSECURED: ACCOUNT OR TAX BILL NUMBER: 900-002-659-000

☑ AUTHORIZATION OF AGENT ☐ DESIGNATION OF CALIFORNIA ATTORNEY, STATE BAR NO. _____

If the applicant is a corporation, limited partnership, or limited liability company, the authorization must be signed by an officer or authorized employee of the business entity.

NAME OF AGENT OR ATTORNEY: Jeff Kamens

EMAIL ADDRESS: contactus@professionaltaxappeal.com

COMPANY NAME: Professional Tax Appeal

MAILING ADDRESS (STREET ADDRESS OR P. O. BOX): 10736 Jefferson Blvd.#530

CITY	STATE	ZIP CODE	DAYTIME TELEPHONE	ALTERNATE TELEPHONE	FAX TELEPHONE
Culver City	CA	90230	888 5666612		323 2912523

The above named person/company is hereby authorized to act as my agent in this application and may inspect Assessor's records, enter into stipulated agreements, and otherwise settle issues relating to this application or any *Assessment Appeal Application* in this county as indicated above.

Sign Here ▶ APPLICANT SIGNATURE: [signature]

APPLICANT TITLE: General Counsel

APPLICANT NAME: Kolsh Gyal

DATE: 6/5/2023

The remaining sections are required only when authorizing an agent. (Not required when designating a California attorney.)

THIS AUTHORIZATION IS FOR CALENDAR YEAR(S): 2023

Calendar Year is January 1 through December 31. This authorization must be completed for the specific year in which the application is filed or years indicated, limited to four consecutive calendar years See Rule 305(a)(1)(B)

Initial Here → ☑ CHECK AND INITIAL ONE

☑ The named agent is hereby authorized to file *Assessment Appeal Application* and transact all business relating to such filings on *any and all* assessments or property located within the county owned by this applicant.

KG *Applicant must initial this statement.*

☐ The named agent is hereby authorized to file *Assessment Appeal Application* and transact all business relating to such filings on the *specific* property listed above or the specific properties identified in the *Multiple Properties List* (see page 2 of this authorization).

_____ *Applicant must initial this statement.*

CERTIFICATION OF AGENT

☑ *I am an agent for the applicant filing the initial Assessment Appeal Application. I hereby certify that a copy of the completed Assessment Appeal Application, attached to this authorization, has been forwarded to the applicant named in the application.*

☐ *I have been retained as the agent for the applicant who has previously filed an Assessment Appeal Application.*

If a copy of this form is being submitted, or the form is being submitted electronically, I will produce the original form with original signatures upon request or any action being requested will be denied.

AGENT SIGNATURE ▶ [signature]

PRINT AGENT NAME: Jeff Kamens

AGENT COMPANY NAME: Professional Tax Appeal

EMAIL ADDRESS: contactus@professionaltaxappeal.com

THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

BOE-305-AH (P1) REV. 11 (05-22)

ASSESSMENT APPEAL APPLICATION

This form contains all of the requests for information that are required for filing an application for changed assessment. Failure to complete this application may result in rejection of the application and/or denial of the appeal. Applicants should be prepared to submit additional information if requested by the assessor or at the time of the hearing. Failure to provide information at the hearing the appeals board considers necessary may result in the continuance of the hearing or denial of the appeal. **Do not attach hearing evidence to this application.**

RECEIVED
DEC 05 2024
COUNTY OF COLUSA
BOARD OF SUPERVISORS

APPLICATION NUMBER: Clerk Use Only
25-06

1. APPLICANT INFORMATION - PLEASE PRINT

NAME OF APPLICANT (LAST, FIRST, MIDDLE INITIAL), BUSINESS, OR TRUST NAME	EMAIL ADDRESS
Poppy Markets LLC/ Kpish goyal	

MAILING ADDRESS OF APPLICANT (STREET ADDRESS OR P. O. BOX)
41805 Albrae St. 2nd Fl.

CITY	STATE	ZIP CODE	DAYTIME TELEPHONE	ALTERNATE TELEPHONE	FAX TELEPHONE
Fremont	CA	94538	( )	( )	( )

2. CONTACT INFORMATION - AGENT, ATTORNEY, OR RELATIVE OF APPLICANT if applicable - (REPRESENTATION IS OPTIONAL)

NAME OF AGENT, ATTORNEY, OR RELATIVE (LAST, FIRST, MIDDLE INITIAL)	EMAIL ADDRESS
Kamens, Jeff	contactus@professionaltaxappeal.com

COMPANY NAME
Professional Tax Appeal

CONTACT PERSON IF OTHER THAN ABOVE (LAST, FIRST, MIDDLE INTITAL)

MAILING ADDRESS (STREET ADDRESS OR P. O. BOX)
10736 Jefferson Blvd. #530

CITY	STATE	ZIP CODE	DAYTIME TELEPHONE	ALTERNATE TELEPHONE	FAX TELEPHONE
Culver City	CA	90230	(888) 566-6612	( )	(323) 291-2523

AUTHORIZATION OF AGENT ☑ **AUTHORIZATION ATTACHED**

The following information must be completed (or attached to this application - see instructions) unless the agent is a licensed California attorney as indicated in the Certification section, or a spouse, child, parent, registered domestic partner, or the person affected. If the applicant is a business entity, the agent's authorization must be signed by an officer or authorized employee of the business.

The person named in Section 2 above is hereby authorized to act as my agent in this application, and may inspect assessor's records, enter in stipulation agreements, and otherwise settle issues relating to this application.

SIGNATURE OF APPLICANT, OFFICER, OR AUTHORIZED EMPLOYEE ▶	TITLE	DATE

3. PROPERTY IDENTIFICATION INFORMATION

☐ Yes ☑ No Is this property a single-family dwelling that is occupied as the principal place of residence by the owner?

ENTER APPLICABLE NUMBER FROM YOUR NOTICE/TAX BILL

ASSESSOR'S PARCEL NUMBER	ASSESSMENT NUMBER	FEE NUMBER
	800-002-659-000	018-280-113-000
ACCOUNT NUMBER	**TAX BILL NUMBER**	

PROPERTY ADDRESS OR LOCATION	DOING BUSINESS AS (DBA), if appropriate
N/A Gas station W/C-Store & Carwash	

PROPERTY TYPE ☑

- ☐ SINGLE-FAMILY / CONDOMINIUM / TOWNHOUSE / DUPLEX
- ☐ MULTI-FAMILY/APARTMENTS: NO. OF UNITS _____
- ☐ COMMERCIAL/INDUSTRIAL
- ☑ BUSINESS PERSONAL PROPERTY/FIXTURES
- ☐ AGRICULTURAL
- ☐ MANUFACTURED HOME
- ☐ WATER CRAFT
- ☐ OTHER: _____
- ☐ POSSESSORY INTEREST
- ☐ VACANT LAND
- ☐ AIRCRAFT

4. VALUE	A. VALUE ON ROLL	B. APPLICANT'S OPINION OF VALUE	C. APPEALS BOARD USE ONLY
LAND			
IMPROVEMENTS/STRUCTURES			
FIXTURES	656,110	250,000	
PERSONAL PROPERTY (see instructions)	1755030	850,000	
MINERAL RIGHTS			
TREES & VINES			
OTHER			
TOTAL	2411140	1,100,000	
PENALTIES (amount or percent)			

THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

5. TYPE OF ASSESSMENT BEING APPEALED ☑ ***Check only one. See instructions for filing periods***

☑ REGULAR ASSESSMENT – VALUE AS OF JANUARY 1 OF THE CURRENT YEAR

☐ SUPPLEMENTAL ASSESSMENT
*DATE OF NOTICE: _____ ROLL YEAR: _____

☐ ROLL CHANGE ☐ ESCAPE ASSESSMENT ☐ CALAMITY REASSESSMENT ☐ PENALTY ASSESSMENT
*DATE OF NOTICE: _____ **ROLL YEAR: _____

Must attach copy of notice or bill, where applicable** ****Each roll year requires a separate application

6. REASON FOR FILING APPEAL (FACTS) ***See instructions before completing this section.***

If you are uncertain of which item to check, please check "I. OTHER" and provide a brief explanation of your reasons for filing this application. The reasons that I rely upon to support requested changes in value are as follows:

A. DECLINE IN VALUE
☐ The assessor's roll value exceeds the market value as of January 1 of the current year.

B. CHANGE IN OWNERSHIP
☐ 1. No change in ownership occurred on the date of _____.
☐ 2. Base year value for the change in ownership established on the date of _____ is incorrect.

C. NEW CONSTRUCTION
☐ 1. No new construction occurred on the date of _____.
☐ 2. Base year value for the completed new construction established on the date of _____ is incorrect.
☐ 3. Value of construction in progress on January 1 is incorrect.

D. CALAMITY REASSESSMENT
☐ Assessor's reduced value is incorrect for property damaged by misfortune or calamity.

E. BUSINESS PERSONAL PROPERTY/FIXTURES. Assessor's value of personal property and/or fixtures exceeds market value.
☑ 1. All personal property/fixtures.
☐ 2. Only a portion of the personal property/fixtures. Attach description of those items.

F. PENALTY ASSESSMENT
☐ Penalty assessment is not justified.

G. CLASSIFICATION/ALLOCATION
☐ 1. Classification of property is incorrect.
☐ 2. Allocation of value of property is incorrect (e.g., between land and improvements).

H. APPEAL AFTER AN AUDIT. Must include description of each property, issues being appealed, and your opinion of value.
☐ 1. Amount of escape assessment is incorrect.
☐ 2. Assessment of other property of the assessee at the location is incorrect.

I. OTHER _____
☐ Explanation (attach sheet if necessary)

7. WRITTEN FINDINGS OF FACTS ($_____ per_____)
☐ Are requested. ☑ Are not requested.

8. THIS APPLICATION IS DESIGNATED AS A CLAIM FOR REFUND ***See instructions.***
☑ Yes ☐ No

CERTIFICATION

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing and all information hereon, including any accompanying statements or documents, is true, correct, and complete to the best of my knowledge and belief and that I am (1) the owner of the property or the person affected (i.e., a person having a direct economic interest in the payment of taxes on that property – "The Applicant"), (2) an agent authorized by the applicant under item 2 of this application, or (3) an attorney licensed to practice law in the State of California, State Bar Number _____, who has been retained by the applicant and has been authorized by that person to file this application.

SIGNATURE (Use Blue Pen - Original signature required on paper-filed application) ▶	SIGNED AT (CITY, STATE)	DATE
	Los Angeles, CA	11/28/24

NAME (Please Print)
Jeff Kamens

FILING STATUS (IDENTIFY RELATIONSHIP TO APPLICANT NAMED IN SECTION 1)

☑ ☐ OWNER ☑ AGENT ☐ ATTORNEY ☐ SPOUSE ☐ REGISTERED DOMESTIC PARTNER ☐ CHILD ☐ PARENT ☐ PERSON AFFECTED
☐ CORPORATE OFFICER OR DESIGNATED EMPLOYEE

BOE-305-AG (P1) REV. 03 (02-20)

AUTHORIZATION OF AGENT/ DESIGNATION OF ATTORNEY

May be filed with initial *Assessment Appeal Application* when naming an agent or when an agent or California attorney is being named when none was named in the initial application. Mail or fax the completed form to the Clerk of the Board at the address shown.

APPLICANT AND PROPERTY INFORMATION

NAME OF APPLICANT *(LAST, FIRST, MIDDLE INITIAL)*: Poppy Markets LLC

EMAIL ADDRESS:

MAILING ADDRESS OF APPLICANT *(STREET ADDRESS OR P. O. BOX)*: 41805 Albrae St. 2nd Floor

CITY	STATE	ZIP CODE	DAYTIME TELEPHONE	ALTERNATE TELEPHONE	FAX TELEPHONE
Fremont	CA	94538	( )	( )	( )

SECURED: ASSESSOR'S PARCEL NUMBER:

UNSECURED ACCOUNT OR TAX BILL NUMBER:

☑ AUTHORIZATION OF AGENT ☐ DESIGNATION OF CALIFORNIA ATTORNEY, STATE BAR NO. _____

If the applicant is a corporation, limited partnership, or limited liability company, the authorization must be signed by an officer or authorized employee of the business entity.

NAME OF AGENT OR ATTORNEY: Jeff Kamens

EMAIL ADDRESS: contactus@professionaltaxappeal.com

COMPANY NAME: Professional Tax Appeal

MAILING ADDRESS *(STREET ADDRESS OR P. O. BOX)*: 10736 Jefferson Blvd.#530

CITY	STATE	ZIP CODE	DAYTIME TELEPHONE	ALTERNATE TELEPHONE	FAX TELEPHONE
Culver City	CA	90230	888 5866612		323 2912523

The above named person/company is hereby authorized to act as my agent in this application and may inspect Assessor's records, enter into stipulated agreements, and otherwise settle issues relating to this application or any *Assessment Appeal Application* in this county as indicated above.

sign here ▶ APPLICANT SIGNATURE: [signature] APPLICANT TITLE: General Counsel

APPLICANT NAME: Kpish Gayat DATE: 8/5/24

The remaining sections are required only when authorizing an agent. (Not required when designating a California attorney.)

THIS AUTHORIZATION IS FOR CALENDAR YEAR(S): 2024

Calendar Year is January 1 through December 31. This authorization must be completed for the specific year in which the application is filed or years indicated, limited to four consecutive calendar years. See Rule 305(a)(1)(B).

☑ CHECK AND INITIAL ONE

initial here ☑ The named agent is hereby authorized to file *Assessment Appeal Application* and transact all business relating to such filings on *any and all* assessments or property located within the county owned by this applicant.

→ KK *Applicant must initial this statement.*

☐ The named agent is hereby authorized to file *Assessment Appeal Application* and transact all business relating to such filings on the specific property listed above or the specific properties identified in the *Multiple Properties List* (see page 2 of this authorization).

_____ *Applicant must initial this statement.*

CERTIFICATION OF AGENT

☑ *I am an agent for the applicant filing the initial Assessment Appeal Application. I hereby certify that a copy of the completed Assessment Appeal Application, attached to this authorization, has been forwarded to the applicant named in the application.*

☐ *I have been retained as the agent for the applicant who has previously filed an Assessment Appeal Application.*

If a copy of this form is being submitted, or the form is being submitted electronically, I will produce the original form with original signatures upon request or any action being requested will be denied.

AGENT SIGNATURE ▶ [signature] PRINT AGENT NAME: Jeff Kamens

AGENT COMPANY NAME: Professional Tax Appeal EMAIL ADDRESS: contactus@professionaltaxappeal.com

THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

Colusa County

Agenda Request Form

Item ID#: 2025-176 **Agenda Date:** 12/16/2025 **Item VII.5**

HEALTH AND HUMAN SERVICES

Sitting As In-Home Supportive Services Public Authority Board
Approve the Public Authority rate change due to an increase in the minimum wage for IHSS service providers effective January 1, 2026, as follows: $16.90 per hour minimum wage, $0.50 per hour wage supplement, $0.93 per hour for payroll taxes, and $0.68 for the Administrative portion of the rate for a total Public Authority rate of $19.01 per hour.

Detailed Description/Background of Request
The California Fair Wage Act of 2016 was enacted to systematically increase the state minimum wage. Effective January 1, 2026, the minimum wage is to increase by $0.40 per hour. The In-Home Supportive Services (IHSS) Public Authority (PA) is responsible for oversight of the IHSS program, including labor negotiations and wage adjustments.

The PA rate consists of two components: 1) the Services rate (cost of care provider wages and taxes); and 2) the Administrative rate (cost of Administrative salaries/benefits, overhead expenses, and other charges). The Services portion of the PA rate is increasing to $19.01 per hour ($16.90 per hour minimum wage plus $0.50 wage supplement and $0.93 per hour for payroll taxes), and the Administrative portion of the rate is increasing from $0.53 to $0.68 per hour for a total PA rate of $19.01 per hour, effective January 1, 2026.

The Department of Health and Human Services (DHHS) requests formal approval of the rate change pursuant to state law and per instructions received from the California State Department of Social Services (CDSS) and the Department of Health Care Services (DHCS).

Prior Board Action
Board of Supervisors have approved previous rate changes on November 14, 2017, October 22, 2019, November 24, 2020, November 23, 2021, March 28, 2023, November 7, 2023, and October 29, 2024.

Fiscal Impact/Funding Source
There is no impact to the County General Fund as this wage increase is covered by IHSS funding.

Action for the Clerk
Please provide a Certified Board Order as confirmation of the Board's formal approval of the rate change and return the Board Order to Christine Fusaro at DHHS for

submission to the state.

Attachments:

1. Public Authority Rate Change Packet

COUNTY OF COLUSA
HEALTH AND HUMAN SERVICES

251 E. Webster St.
Colusa, CA 95932

Elizabeth Kelly
Director



ADMINISTRATION: (530) 458-0250

HUMAN SERVICES DIVISION
Children's Services: (530) 458-0280
Adult Services: (530) 458-0280
Eligibility Services: (530) 458-0250
Public Guardian: (530) 458-0280
Veterans Service Office: (530) 458-0388

HEALTH SERVICES DIVISION
Public Health/Nursing: (530) 458-0380
Tobacco: (530) 458-0380

October 23, 2025

California Department of Social Services
Financial Management Unit
744 P Street, MS 9-11-91
Sacramento, CA 95814

To Whom It May Concern,

This letter provides my consent to the Colusa County IHSS Public Authority to submit a SOC 449 to the California Department of Social Services implementing the State of California mandated increase in IHSS Workers' Wage of $16.50 per hour to the state minimum wage of $16.90 per hour plus an additional $.50 per hour wage supplement with an hourly administrative cost of $0.68 per hour and payroll taxes of $0.93 per hour for a total Public Authority Rate of $19.01 per hour. This rate change is effective January 1, 2026. Please find enclosed form SOC 449, rate change worksheet, line-item budget justification, and current Memorandum of Understanding.

If you have any questions in regards to the completed forms and worksheets, please contact Christine Fusaro at Christine.Fusaro@countyofcolusaca.gov, (530)458-0870 or Elizabeth Kelly at Elizabeth.Kelly@countyofcolusaca.gov, (530) 458-0285.

Sincerely,

Elizabeth Kelly
Director

IN-HOME SUPPORTIVE SERVICES PROGRAM PUBLIC AUTHORITY/NON-PROFIT CONSORTIUM RATE

To: California Department of Social Services
Adult Programs Division
Financial Management Unit
744 P Street, MS 9-11-91
Sacramento, CA 95814

COUNTY:	EFFECTIVE DATE:
COLUSA	1/1/2026
PA NAME:	
Colusa County In-Home Supportive Services Public Authority	
CONTACT NAME:	
CHRISTINE FUSARO	
TELEPHONE:	FAX:
(530)458-0870	(530)458-0204
ADDRESS:	
251 E. WEBSTER STREET COLUSA, CA 95932	
EMAIL ADDRESS:	
Christine.fusaro@countyofcolusaca.gov	

Please address questions regarding this form to the Financial Management Unit, at (916) 653-3850.

Please complete the Rate Table below and attach supporting documentation explaining how each component of the rate was determined. The total Public Authority (PA) and Non-profit Consortium (NPC) rate should include a rate for services (wage and benefits), payroll taxes, and a rate for administrative costs. The total rate for wages and benefits should be broken down to include an hourly wage, payroll taxes, health and non-health benefits. The State is legally authorized to share only in the costs of individual health benefits and some specific non-health benefits for IHSS providers, however, other benefits costs may be eligible for Title XIX reimbursement.

- The current State Participation cap for combined wages and health benefits for all IHSS providers in the State is $12.10 per hour. When minimum wage increases to $12.00 per hour (January 1, 2019), pursuant to Labor Code section 1182.12 (b) (1) (C) and beyond in subsequent years, the cap will be adjusted to equal the State minimum wage plus $1.10 per hour.
- The State will not participate in increases to wages or employment taxes, or increases or expansions of benefits negotiated or agreed to by a PA or NPC unless provided for in the Annual Budget Act or appropriated by statute.
- No increase in wages or benefits negotiated or agreed to by a PA or NPC shall take effect until it has been approved by the State (CDSS/CDHCS) or unless provided for in the Annual Budget Act or appropriated by statute.

RATE TABLE		Current Rate	Requested Rate	Difference
Hourly Wage (locally negotiated)	1	$0.00	$0.00	$0.00
Hourly Wage (non-locally negotiated)	2	$16.50	$16.90	$0.40
Hourly Wage (by ordinance)	3	$0.00	$0.00	$0.00
Wage Supplement (one-time MOE adj)	4	$0.00	$0.00	$0.00
Wage Supplement (continued--no MOE adj.)	5	$0.50	$0.50	$0.00
Wage Total (sum of lines 1-5)		$17.00	$17.40	$0.40
Health Benefits (locally negotiated)	6	$0.00	$0.00	$0.00
Health Benefits (non-locally negotiated)	7	$0.00	$0.00	$0.00
Health Benefits Total (sum of lines 6-7)		$0.00	$0.00	$0.00
Non-Health Benefits _____(type)	9	$0.00	$0.00	$0.00
Payroll Taxes (FUTA,SUI,FICA)	10	$0.88	$0.93	$0.05
Administrative Rate	11	$0.53	$0.68	$0.15
PA/NPC Rate Total **(sum of wages, health benefits, non-health benefits, taxes, admin)**		$18.41	$19.01	$0.60

The State shall participate (65 percent of the non-federal share) in a cumulative total up to 10 percent of the sum of the combined total of wages or health benefits or both over a three-year period. **Check the box and sign and date on the line below if you are choosing to utilize the 10 percent increase over the three-year period option.**

☐ Authorizing Officer Signature _____ Date:_____

County: IHSS PA Rate Worksheet

Projected yearly hours 477,333

#	ITEM	BUDGET	SERVICES	ADMIN	Portion of RATE
	Provider Costs				
1	IP Wages = proj yearly hours @ $17.40 per hr	$8,305,600	$ 8,305,600		17.40
2	IP Employer Taxes @ 5.32%	$442,017	$ 442,017		0.93
3	Health Benefits	$ -	$ -		0.00
		$ -			0.00
	Total Provider Costs	**$ 8,747,617**	**$ 8,747,617**		**18.33**
	Public Authority Administrative costs				
	Salaries & Benefits	$ 267,293		$ 267,293	0.56
	Overhead Expenses	$2,690		$ 2,690	0.01
	Other Charges	$54,500		$ 54,500	0.11
	Total Public Authority Administrative costs	**$ 324,483**		**$ 324,483**	**0.68**
	TOTAL	$ 9,072,100	$ 8,747,617	$ 324,483	**$ 19.01**
	Total hourly rate: The hourly rate is computed by adding total services costs and total administrative costs and dividing by the number of IHSS hours.				

	Services Cost		Adm Costs		Total Hours		Total PA Hourly Rate
PA Rate	$ 8,747,617	+	$ 324,483.00	/	$ 477,333	=	**$ 19.01**
Services Rate = Services Cost Divided by Total Hours	$ 8,747,617		$ -	/	$ 477,333	=	**$ 18.33**
Admin Rate = Admin Cost Divided by Total Hours			$ 324,483.00	/	$ 477,333	=	**$ 0.68**

-

Colusa County IHSS Public Authority (PA)
Budget/Rate Narrative
Fiscal Year 2025-2026 (July 1, 2025- June 30, 2026)

Line Item				Rate	
1. IP Wages:					
Represents	477,333	service hours at a wage of $17.40 per hour.			
Amount:	$8,305,600		Portion of rate:	$	17.4000
477,333	July 2023 through March 2024 Total Paid IP hours				
39,778	Average Paid IP Hours Per Month				
0	0% Growth				
39,778	Paid IP Hours for 1 Month				
477,333	Projected 12 Months Paid IP Hours				
Note:	477,333	service hours represents 12 months of service.			
2. IP Employer Taxes:					
Represents	5.32%	of total cost of	477,333	service hours at $17.40 per hours.	
Amount:	$442,017		Portion of rate:	$	0.9300
3. IP Health Plan:					
Represents $0 cost of provider health plan.					
4. Administrative Salaries & Benefits:					
Public Authority Services Manager.					
Amount:	267,293		Portion of rate:	$	0.5600
5. Administrative Travel-Mileage:					
Costs for annual conference.					
Amount:	$2,000		Portion of rate:	$	0.0042
6. Liability & Workers Comp Insurance:					
To provide insurance coverage required in Interagency Agreement between the County and Public Authority.					
Amount:	-		Portion of rate:	$	-
7. Office Expenses-Occupancy:					
Provides office space including, utilities, janitorial, and maintenance charges for 12 months.					
Amount:	$0		Portion of rate:	$	-
8. Office Expenses-Communications:					
Includes cost of phone usage, Fax, cell phone and pager for 12 months.					
Amount:	$0		Portion of rate:	$	-
9. Office Expenses-Postage:					
Includes mailings to consumers and providers, training announcements to providers for 12 months.					
Amount:	$200		Portion of rate:	$	0.0004

10. Office Expenses-Office Supplies:

Includes monthly replenishment of office supplies.

Amount: $21,000 Portion of rate: $ 0.0440

11. Office Expenses-Provider Recruitment (advertising):

Includes costs for advertising for providers in local newspapers, radio, TV, Etc.

Amount: $1,000 Portion of rate: $ 0.0021

12. Memberships, dues:

Includes books, periodicals, legal notices and PA Council dues.

Amount: $5,500 Portion of rate: $ 0.0115

13. Professional Services - Software Ageement:

Refined Technologies- provide registry software for data collection and reporting.
Consulting services for Negotiations.

Amount: $19,800 Portion of rate: $ 0.0415

14. Administrativel Overhead - Internal:

Includes costs of County Department of Health & Human Services (DHHS) Administrative Unit's salaries, benefits and overhead for providing Public Authority with administrative and fiscal support.

Amount: $0 Portion of rate: $ -

15. Administrative Overhead - External -Annual CCAP A-87:

The County's A -87 Cost Allocation Plan.

Amount: $2,690 Portion of rate: $ 0.0056

16. Training/Education-Consumers

Training and education costs.

Amount: $2,000 Portion of rate: $ 0.0042

17. Training/Education-Providers

Training and education costs.

Amount: $2,000 Portion of rate: $ 0.0042

18. Misc-Events & Meetings:

Costs for special events (IE Senior Fair, Health Fair, etc.)

Amount: $1,000 Portion of rate: $ 0.0021

IP WAGES:	$	17.40
IP EMPLOYER TAXES	$	0.93
SALARIES & BENEFITS	$	0.56
OVERHEAD EXPENSES	$	0.01
OTHER CHARGES:	$	0.11
TOTAL PA RATE:		**$19.01**

C20-217

MEMORANDUM OF UNDERSTANDING

Between

THE COLUSA COUNTY IN-HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY

And

SEIU LOCAL 2015

TERM

NOVEMBER 25, 2020 – DECEMBER 31, 2025

C20-212

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C80-212

PREAMBLE

A. This agreement is made and entered into between the Colusa County In-Home Supportive Services Public Authority ("the Public Authority") and SEIU Local 2015 (hereinafter "the Union")

B. Both the Public Authority and the Union recognize the important role of the In-home Supportive Services ("IHSS") and Waiver Personal Care Services ("WPCS") providers in Colusa County ("Providers") and the vital link they form to IHSS Recipients ("Consumers"). The parties agree that it is the exclusive right of Consumers to hire, fire, and supervise Providers.

SECTION I – RECOGNITION

A. The Public Authority as Providers' Employer of Record for collective bargaining purposes recognizes SEIU Local 2015 as the exclusive representative of the Providers.

B. The Union shall provide the Public Authority with the names of the Union's representatives and shall notify the Public Authority of any changes.

C. This Agreement does not apply to others affiliated with, contracted by or employed by the Public Authority, including without limitation administrative and operational staff.

SECTION II – MUTUAL RESPECT

The Public Authority and the Union encourage all Providers and staff involved in the IHSS program, regardless of position, profession, or rank, to treat each other with courtesy, dignity and respect.

SECTION III – UNION RIGHTS

A. The Union shall have all rights and privileges provided by the United States Constitution, the California State Constitution, Federal law, and California State law.

B. The Union has the exclusive privilege of dues deductions from all Providers covered by this Agreement. The Public Authority will work collaboratively with the Union and the State Controller to request the deduction of dues, subject to the payroll practices and limitations of the State and provided that Providers have signed an authorization card. The Union shall be and is solely responsible for payment to the State of any expenses related to the administration of this Section.

1. When an individual Provider's earnings for a calendar month, after required federal and state deductions are made, are insufficient to cover the amount of dues, no dues payment will be withheld for that calendar month;

2. When an individual Provider is in a non-paid status for an entire calendar month, no dues payment will be withheld for that calendar month. Further, no withholding will be made to cover that calendar month from future earnings; and

3. All required federal and state deductions shall have priority over Union dues.

C. The Public Authority shall provide the Union monthly with the standardized reports generated by CMIPS 2 regarding Providers, including social security numbers, which shall include the Providers' unique IHSS identifier numbers, if provided by CMIPS 2.

D. The Union may utilize County conference rooms and similar building facilities for meeting with Providers, provided such meetings are held outside regularly scheduled working hours for the group which is meeting, and provided space can be made available without interfering with County needs. The Union shall obtain permission from Public Authority Services Manager before using such facilities and may use only those facilities as are designated as available by them.

E. The Union may post material on designated bulletin boards located in areas entered by Providers. No material other than notices for meetings, social events, elections, notice of training opportunities, general information, and appointments shall be posted on a bulletin board. All material shall be dated and signed by The Union representative responsible for its issuance.

F. Providers may contact the Public Authority Services Manager with any and all concerns regarding their Consumers and the delivery of adequate services to their Consumers.

G. At the beginning of this Agreement, the Union shall provide the Public Authority Manager with a current list of Official Union Representatives and stewards for the Provider bargaining unit. This list shall include the name, title, telephone number, mailing address (if any) of the Official Union Representatives and stewards, if any. One of the Official Union Representatives listed shall be the Union President. The Union shall notify the Public Authority Services Manager in writing of any changes to the list as they occur. Lists provided pursuant to this Section, will be mailed to the address provided by the Public Authority Services Manager for that purpose. Official Union Representatives and stewards shall not be recognized by the IHSS Public Authority Services Manager until such list or changes to the list are provided to the Public Authority Services Manager.

H. New Provider Orientation

This provision applies to all potential Providers who attend New Provider Orientation and is intended to comply with Government Code sections 3555 et. Seq. and Section 12301.24 of the Welfare and Institutions Code.

1. The Public Authority will provide the Union with not less than ten (10) calendar days' advance written notice of the time, date, location, and primary language of all new Provider orientation meetings. The advance notice will include the names and contact information of potential Providers attending the orientation meetings. Notice will be made by way of email to the Union Representative or another contact person designated by the Union.

2. The Union will be given up to thirty (30) minutes at the beginning of the new Provider orientation meetings. County representatives shall excuse themselves and not be present during the Union's portion of the new Provider orientation meetings.

SECTION IV - MANAGEMENT RIGHTS

A. It shall be the exclusive right of the IHSS Public Authority, except as may be provided otherwise by this Memorandum, to make all decisions of a managerial or administrative character, including but not limited to:

1. Determine the policies, standards, procedures, methods, means and personnel by which IHSS Public Authority operations are to be conducted.

2. Take whatever actions may be necessary to determine and carry out the mission of the IHSS Public Authority and to act in situations of emergency.

3. Manage its operations in the most economical and efficient manner consistent with the best interests of all the Consumers in In-Home Supportive Services in Colusa County.

SECTION V - PUBLIC AUTHORITY LIABILITY

A. Any obligation or legal liability of the Public Authority, whether statutory, contractual, or otherwise, shall be the obligation or liability solely of the Public Authority and shall not be the obligation or liability of Colusa County.

B. The Public Authority is an independent legal entity, separate and apart from Colusa County. The Authority has no power to bind the County to any contractual or legal obligations. Nor may the obligees of the Public Authority seek recourse against Colusa County for any financial or legal obligation of the Public Authority.

SECTION VI – REGISTRY

A. It is recognized that one of the Public Authority's primary missions is to provide registry services to facilitate the referral of Providers for recipients to consider for hiring. The operation of the Registry will be conducted in such a way as to respect the rights and needs of both Consumers and Providers.

1. Registry services also may be utilized by both Providers and Consumers as a relief service to assist in providing short-term temporary respite replacement for Providers and to provide emergency short-term coverage for Consumers who are unexpectedly without a Provider. Whenever possible, Consumers and/or Providers should give reasonable advance notice before requesting assistance. The Public Authority shall make good faith efforts to make Providers available whenever they are requested, however, emergency and respite relief services shall be

dependent upon the availability of qualified Providers who are willing to accept the work.

2. The Public Authority retains exclusive right to list, refer with or without comment, suspend, or remove the individual Provider from the Registry.

B. The Public Authority will give written notice to any IHSS Provider who is listed on the Registry of any adverse decision affecting the Provider.

C. This Section only applies to Providers seeking employment through the Public Authority's Registry, and is not intended to abrogate in any way the rights of Consumers.

SECTION VII - NON-DISCRIMINATION

The parties affirm their respective policies of non-discrimination in the treatment of any Provider because of race, color, national origin, sex, gender identity, age, religion, marital status, sexual orientation, genetic information, disability, or union activity.

SECTION - VIII. PROVIDER RIGHTS

Providers have the right to decline or terminate employment at any time and for any reason. A Provider who is actively employed by a Colusa County Consumer will give reasonable notice to the Public Authority Services Manager of their intent to terminate employment with the Consumer.

SECTION – IX WAGES

A. Base Wage

The Base Wage for Providers shall be the State or Federal minimum wage, whichever is highest.

B. Wage Supplement

1. Effective as soon as administratively feasible following Board approval or January 1, 2021, whichever is later, the Public Authority will establish a Wage Supplement of fifty cents ($0.50) per hour.

2. In the event the Federal, State and County cost share arrangement is altered in any way and results in additional cost for the County, the wage supplement shall be terminated. In no event, however, shall the base wage be lower than the State or Federal minimum wage.

C. The implementation and continuation of the above described wage increases is contingent upon the following:

1. Approval of this MOU and approval of each new wage rate by the State Department of Social Services pursuant to the terms of California Welfare and Institutions Code Section 12306.15;

2. Continuation of the County Maintenance of Effort (MOE) requirements pursuant to Welfare and Institutions Code Section 12306.15 as those requirements existed on the effective date of this MOU;

3. Should the Department of Social Services not approve this MOU, or the above described wage increase, the parties will reopen negotiations on the issue of wages only. Once approved, if the MOE requirements described in paragraph 2, above, are modified or eliminated, the parties will reopen negotiations on the issue of wages only.

SECTION X - GRIEVANCE PROCEDURE

A. Definition

A grievance is any dispute which involves the interpretations or application of any provision of this MOU excluding, however, the introduction and those provisions of the MOU which specifically provide that the decision of any Public Authority official or Consumer shall be final. The Union may represent the grievant at any stage of the process.

B. Provider Participation

Provider participation in the grievance in any capacity shall be solely on the Provider's own time, and shall not be treated as being within any Consumer's allocated service hours, or as paid time.

C80-212

C. **Effect of Grievance on Pending Action**
Unless the Public Authority and the Union have mutually agreed in writing to the contrary, the filing of a grievance shall not serve to stay any Public Authority action, prior to the final determination.

D. **Filing Deadline**
Grievances must be filed within twenty (20) calendar days of the date that the grievant became aware, or reasonably should have become aware, of the incident or occurrence giving rise to the grievance.

E. **Procedural Steps**
Grievances shall be processed in the following manner:

Step 1 (Informal)
Any Provider who believes that a provision of this MOU has been violated shall discuss the grievance with the Public Authority Services Manager or, in the absence of the Public Authority Manger, such representative as the Public Authority Services Manager may designate. A decision by the Public Authority shall be issued within fifteen (15) calendar days following the discussion. If the Step 1 response is provided in writing, a copy will be forwarded to the Union.

Step 2 (Formal)
If a grievance is not satisfactorily resolved at Step 1 above, the grievant, or the Union, may submit the grievance in writing to the Director of Health and Human Services within fifteen (15) calendar days of notice of the Step 1 decision. The grievance shall state which provision of the MOU has been violated, and the remedy sought, if any.

The Director of Health and Human Services shall have fifteen (15) calendar days in which to respond to the grievance in writing. If the Union requests a meeting with the Director of Health and Human Services, such a meeting shall be held within fifteen (15) calendar days of the request, or some later date upon mutual agreement with the Public Authority and the Union. If a meeting is held, the written response shall be fifteen (15) calendar days following the meeting. A copy of the Step 2 response will be forwarded to the Union.

Step 3 (County Human Resources Director)
If the grievance is not resolved at Step 2 above, either the Union or the IHSS Public Authority may, within fifteen (15) calendar days of notice of the Step 2 decision, file written notification of the other party that the grievance is being advanced to Step 3, the County Human Resources Director or, in the absence of the Human Resources Director, such representative as the County Human Resources Director may designate.

The County Human Resources Director, or designee, shall have fifteen (15) calendar days in which to respond to the grievance in writing. If the Union requests a meeting with the County Human Resources Director, or designee, such meeting shall be held within fifteen (15) calendar days of the request, or some later date upon mutual agreement of Public Authority and the Union. If a meeting is held, the written response shall be fifteen (15) calendar dates following the meeting. A copy of the Step 3 response will be forwarded to the grievant.

The decision of the County Human Resources Director shall be the final administrative action of the grievance procedure. Following completion of the above-described Grievance Procedures, nothing in this Article shall be interpreted to preclude the parties to a grievance from pursuing whatever other remedies may be available to them at law.

F. **Time Limits**

Each party involved in a grievance shall act quickly so that the grievance may be resolved promptly. Every effort should be made to complete action within the time limits contained in the grievance procedure. If the grievant, or the Union, fails to file or advance a grievance within the above-specified time limits, the grievance shall be forfeited. If the Public Authority fails to respond within the above-specified time limits, the grievant, or the Union, whichever is appropriate, may advance the grievance to the next Step.

The Union and the Public Authority may agree to waive the time limits for the processing of a grievance. Such waivers shall be in writing and shall be for a specified period of time.

SECTION XI – SAVINGS

If any provision of this Agreement should be held invalid by operation of law or by tribunal of competent jurisdiction, or if compliance with or enforcement of such provision shall be restrained by such tribunal, the remainder of the Agreement shall remain in full force and effect.

SECTION XII - MODIFICATION AND WAIVER

(20-017

A. No term or condition in this Agreement may be changed without the written agreement of the Public Authority and the Union.

B. The waiver or breach of any term or condition of this Agreement by the Public Authority or the Union shall not constitute a precedent in the future enforcement of any term or condition of this Agreement.

SECTION XIII – TERM

This MOU shall become effective on the date following final approval by the Public Authority Governing Board and shall continue in full force and effect until December 31, 2025.

For SEIU Local 2015,

César Alvarado, Organizer
Chief Spokesperson

Arnulfo De La Cruz
Executive Vice President

For The Colusa County IHSS Public Authority:

Denise J. Carter
Chair, Colusa County Public Authority Governing Board

Patrick Clark
Chief Negotiator

SEIU Local 2015 Negotiating Committee:

Olga Mendoza

Eufrocina Pérez

Esmeralda Rivera

Norma Velazquez

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

By _____, Deputy

Colusa County

Agenda Request Form

Item ID#: 2025-125 **Agenda Date:** 12/16/2025 **Item XI.1**

COUNTY COUNSEL'S OFFICE

CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION

Detailed Description/Background of Request
Initiation of litigation pursuant to Government Code Section 54956.9 (d)(4): One matter.

Prior Board Action

Fiscal Impact/Funding Source

Action for the Clerk

Attachments:
None

Colusa County

Agenda Request Form

Item ID#: 2025-151 **Agenda Date:** 12/16/2025 **Item XI.2**

COUNTY COUNSEL'S OFFICE

LIABILITY CLAIM
California Government Code section 54956.95.
Claimants: James Chaffee
Agency claimed against: Colusa County

Detailed Description/Background of Request

Prior Board Action

Fiscal Impact/Funding Source

Action for the Clerk

Attachments:
1. 11-07-25 James Chaffee

COUNTY OF COLUSA
CLAIM FOR DAMAGES

For Clerk Use Only: Date Stamp

RECEIVED
NOV 07 2025
COUNTY OF COLUSA
BOARD OF SUPERVISORS

This claim must be filed with the Clerk of the Board of Supervisors within six (6) months after the accident or event. Where space is insufficient, please use additional paper and identify information by paragraph number. Attach all supporting documentation. When claim is completed, submit to the following address:

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

PERSON OR ENTITY AGAINST WHOM CLAIM FILED:

COUNTY OF COLUSA
WATER CANAL 108
DISTRICT

CLAIMANT:
Name: JAMES CHAFFEE
Address: 8928 VOLUNTEER LANE
SACRAMENTO, CA 95826

Home Phone Number: 916-993-8220
Work Phone Number:

The undersigned respectfully submits the following claim and information:

1. Post office address to which claimant desires notices to be sent if other than above: Same as Above.
2. Date, time, and location of occurrence or transaction which gives rise to this claim: Date:May 7, 2025
   Time: Approx. 11:30AM
   Location:Water Canal 108 District
3. Detailed description of injury and/or damage: On or about May 7, 2025,Claimant sustained severe chemical burns to the exterior of his body, as well as significant internal injuries, including intestinal, pulmonary, circulatory, and cardiac system damage. Claimant sustained said injuries/impairments while exposed to and submerged in the Water Canal 108, which unbeknown to him, contained hazardous and/or chemically contaminated substances.
4. Specify the particular act or omission **and** circumstances you believe caused injury and/or damage:

On May 7, 2025, Claimant was responding to an emergency incident involving a plane crash in or near Water Canal 108 located within the County of Colusa. In the course of attempting to rescue the downed pilot and render emergency assistance, Claimant entered and became submerged in the canal water. The canal water contained hazardous and/or chemically contaminated substances. As a direct and proximate result of this exposure, Claimant sustained severe chemical burns to the exterior of his body, as well as serious internal injuries including intestinal, pulmonary, circulatory, and cardiac system damage.

5. Name or names of any employee of the County you believe caused the injury, damage or loss:

Unknown to Claimant at this time.

6. Complete description of property damaged: Year, make, model, ID#, and license plate#:

Claimant in not alleging Property Damage as part of his claim.

7. Description of personal injury. Include name, address, and phone number. If there was no personal injury, state "NONE":

Claimant sustained severe chemical burns to the exterior of his body, as well as serious internal injuries including intestinal burns, pulmonary, circulatory, and cardiac system damage.

8. Names, addresses and phone numbers of witnesses, doctors, hospitals, etc.:

(1) Colusa Medical Center 199 E. and 151 E. Webster St. Colusa, CA 95932

(2) Cindy Chen, MD QME 15191 Beach Blvd, Westminster, CA 92683

(3) North State Pulmonary Function Laboratory D. Verma, MD 130Independence Circle Suite 1, Chico CA 95973.

9. Public Agency contacted (Law Enforcement. Governmental etc.):

Unknown to Claimant at this time.

10. Amount of reimbursement claimed as damages with computation and supporting bills, receipts, or estimates of cost (two estimates must be included). **Please attach all back-up to claim**

Claimant has been receiving medical care and treatment through his authorized workers' compensation treating physicians. To date, the benefits and medical expenses related to his injuries have been paid through his workers' compensation claim. At this time, Claimant is still in the process of determining the full extent of his incident-related medical expenses and other damages. Accordingly, a precise computation of total damages is not yet available. Claimant has requested a lien from the workers' compensation subrogation company representing payments made to date for medical treatment and related benefits on Claimant's behalf. Additional documentation and updated billing records will be provided as they become available.

11. Any additional information that might be helpful in considering claim:

At the time of the incident, Claimant was acting within the course and scope of his employment and was responding to an emergency situation involving a plane crash in or near Water Canal 108. As such, a concurrent workers' compensation claim has been initiated. Claimant has been receiving medical evaluation and treatment through authorized workers' compensation providers. Treatment remains ongoing, as the full extent, nature, and severity of Claimant's injuries have not yet been determined. Claimant continues to experience symptoms and impairment related to the chemical exposure and resulting injuries.

WARNING

IT IS A CRIMINAL OFFENSE TO FILE A FALSE CLAIM!

(Penal Code 72: Insurance Code 556)

I have read the matters and statements made in the above claim and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

SIGNED THIS 11 DAY OF 3 20 25 AT 240pm

CLAIMANTS SIGNATURE James Chaffee (Nov 3, 2025 14:41:03 PST)

Colusa County

Agenda Request Form

Item ID#: 2025-152 **Agenda Date:** 12/16/2025 **Item XI.3**

COUNTY COUNSEL'S OFFICE

LIABILITY CLAIM
California Government Code section 54956.95.
Claimants: Harry Chaffee
Agency claimed against: Colusa County

Detailed Description/Background of Request

Prior Board Action

Fiscal Impact/Funding Source

Action for the Clerk

Attachments:
1. 11-07-25 Harry Chaffee

COUNTY OF COLUSA
CLAIM FOR DAMAGES

For Clerk Use Only: Date Stamp

RECEIVED
NOV 07 2025
COUNTY OF COLUSA
BOARD OF SUPERVISORS

This claim must be filed with the Clerk of the Board of Supervisors within six (6) months after the accident or event. Where space is insufficient, please use additional paper and identify information by paragraph number. Attach all supporting documentation. When claim is completed, submit to the following address:

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

PERSON OR ENTITY AGAINST WHOM CLAIM FILED:

COUNTY OF COLUSA
WATER CANAL 108
DISTRICT

CLAIMANT: HARRY CHAFFEE
Name:
Address: 8928 VOLUNTEER LANE
SACRAMENTO, CA 95826

Home Phone Number: 916-993-8220

Work Phone Number:

The undersigned respectfully submits the following claim and information:

1. Post office address to which claimant desires notices to be sent if other than above: Same as Above.
2. Date, time, and location of occurrence or transaction which gives rise to this claim: Date:May 7, 2025
   Time: Approx. 11:30AM
   Location:Water Canal 108 District
3. Detailed description of injury and/or damage: On or about May 7, 2025,Claimant sustained injuries, including ongoing flu like symptomatology, ongoing irritation to eyes and eyesight, loss of appetite, ongoing gastrointestinal abnormalities , and cardiac system damage. Claimant sustained said injuries/impairments while exposed to the Water Canal 108, which unbeknown to him, contained hazardous and/or chemically contaminated substances.
4. Specify the particular act or omission **and** circumstances you believe caused injury and/or damage:

On May 7, 2025, Claimant during the course and scope of his employment as a pilot of a plane operated for agriculture purposes, Claimant's plane crashed in or near Water Canal 108 located within the County of Colusa. In the course of attempting to escape the plane, Claimant became exposed to the canal water. The canal water contained hazardous and/or chemically contaminated substances. As a direct and proximate result of this exposure, Claimant sustained injuries, including ongoing flu like symptomatology, ongoing irritation to eyes and eyesight, loss of appetite, ongoing gastrointestinal abnormalities , and cardiac system damage.

5. Name or names of any employee of the County you believe caused the injury, damage or loss:

Unknown to Claimant at this time.

6. Complete description of property damaged: Year, make, model, ID#, and license plate#:

Claimant in not alleging Property Damage as part of his claim.

7. Description of personal injury. Include name, address, and phone number. If there was no personal injury, state "NONE":

Claimant sustained injuries, including ongoing flu like symptomatology, ongoing irritation to eyes and eyesight, loss of appetite, ongoing gastrointestinal abnormalities , and cardiac system damage.

8. Names, addresses and phone numbers of witnesses, doctors, hospitals, etc.:

(1) Sutter Medical Foundation 1319 27th Street, Sacramento, CA 95816

(2)

(3)

9. Public Agency contacted (Law Enforcement. Governmental etc.):

Unknown to Claimant at this time.

10. Amount of reimbursement claimed as damages with computation and supporting bills, receipts, or estimates of cost (two estimates must be included). **Please attach all back-up to claim**

Claimant has been receiving medical care and treatment through his authorized workers' compensation treating physicians. To date, the benefits and medical expenses related to his injuries have been paid through his workers' compensation claim. At this time, Claimant is still in the process of determining the full extent of his incident-related medical expenses and other damages. Accordingly, a precise computation of total damages is not yet available. Claimant has requested a lien from the workers' compensation subrogation company representing payments made to date for medical treatment and related benefits on Claimant's behalf. Additional documentation and updated billing records will be provided as they become available.

11. Any additional information that might be helpful in considering claim:

At the time of the incident, Claimant was acting within the course and scope of his employment as his plane crashed in or near Water Canal 108. As such, a concurrent workers' compensation claim has been initiated. Claimant has been receiving medical evaluation and treatment through authorized workers' compensation providers. Treatment remains ongoing, as the full extent, nature, and severity of Claimant's injuries have not yet been determined. Claimant continues to experience symptoms and impairment related to the chemical exposure and resulting injuries.

WARNING

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(Penal Code 72: Insurance Code 556)

I have read the matters and statements made in the above claim and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

SIGNED THIS 11 DAY OF 03 20 25 AT 243

CLAIMANTS SIGNATURE Harry Chaffee (Nov 3, 2025 14:43:24 PST)

Colusa County

Agenda Request Form

Item ID#: 2025-153 **Agenda Date:** 12/16/2025 **Item XI.4**

COUNTY COUNSEL'S OFFICE

LIABILITY CLAIM
California Government Code section 54956.95.
Claimants: Steven Chaffee
Agency claimed against: Colusa County

Detailed Description/Background of Request

Prior Board Action

Fiscal Impact/Funding Source

Action for the Clerk

Attachments:
1. 11-07-25 Steven Chaffee

COUNTY OF COLUSA
CLAIM FOR DAMAGES

For Clerk Use Only: Date Stamp

RECEIVED
NOV 07 2025
COUNTY OF COLUSA
BOARD OF SUPERVISORS

This claim must be filed with the Clerk of the Board of Supervisors within six (6) months after the accident or event. Where space is insufficient, please use additional paper and identify information by paragraph number. Attach all supporting documentation. When claim is completed, submit to the following address:

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

PERSON OR ENTITY AGAINST WHOM CLAIM FILED:

COUNTY OF COLUSA
WATER CANAL 108
DISTRICT

CLAIMANT:
Name: STEVEN CHAFFEE
Address: 8928 VOLUNTEER LANE
SACRAMENTO, CA 95826

Home Phone Number: 916-993-8220

Work Phone Number:

The undersigned respectfully submits the following claim and information:

1. Post office address to which claimant desires notices to be sent if other than above: Same as Above.
2. Date, time, and location of occurrence or transaction which gives rise to this claim: Date:May 7, 2025
   Time: Approx. 11:30AM
   Location:Water Canal 108 District
3. Detailed description of injury and/or damage: On or about May 7, 2025,Claimant sustained chemical burns to his feet and other injuries, including ongoing flu like symptomatology, and other abnormalities. Claimant sustained said injuries/impairments while exposed to and submerged in the Water Canal 108, which unbeknown to him, contained hazardous and/or chemically contaminated substances.
4. Specify the particular act or omission **and** circumstances you believe caused injury and/or damage:

On May 7, 2025, Claimant was responding to an emergency incident involving a plane crash in or near Water Canal 108 located within the County of Colusa. In the course of attempting to rescue the downed pilot and render emergency assistance, Claimant entered and became submerged in the canal water. The canal water contained hazardous and/or chemically contaminated substances. As a direct and proximate result of this exposure, Claimant sustained chemical burns to his feet and other injuries, including ongoing flu like symptomatology, and other abnormalities.

5 Name or names of any employee of the County you believe caused the injury, damage or loss:

Unknown to Claimant at this time.

6. Complete description of property damaged: Year, make, model, ID#, and license plate#:

Claimant in not alleging Property Damage as part of his claim.

7. Description of personal injury. Include name, address, and phone number. If there was no personal injury, state "NONE":

Claimant sustained chemical burns to his feet and other injuries, including ongoing flu like symptomatology, and other abnormalities.

8. Names, addresses and phone numbers of witnesses, doctors, hospitals, etc.:

(1) James Chaffee

(2) Harry Chaffee

(3)

9. Public Agency contacted (Law Enforcement. Governmental etc.):

Unknown to Claimant at this time.

10. Amount of reimbursement claimed as damages with computation and supporting bills, receipts, or estimates of cost (two estimates must be included). **Please attach all back-up to claim**

Claimant has requested billing statements and documentation associated with medical care related to the incident. Such records will be provided under separate cover once available. The total amount of the Claimant's incident-related medical expenses is presently undetermined and will be supplemented as additional treatment occurs and as the Claimant's symptoms develop or progress.

11. Any additional information that might be helpful in considering claim:

Claimant has been experiencing ongoing flu like symptomalogy since the date of the incident. Claimant experienced burns on his feet after being in the contaminated water for a number of hours on the date of the incident.

WARNING

IT IS A CRIMINAL OFFENSE TO FILE A FALSE CLAIM!

(Penal Code 72: Insurance Code 556)

I have read the matters and statements made in the above claim and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

SIGNED THIS 11 DAY OF 03 20 25 AT 245 pm

CLAIMANTS SIGNATURE Steven Chaffee (Nov 3, 2025 14:42:18 PST)

Colusa County

Agenda Request Form

Item ID#: 2025-154 **Agenda Date:** 12/16/2025 **Item XI.5**

COUNTY COUNSEL'S OFFICE

LIABILITY CLAIM
California Government Code section 54956.95.
Claimants: David Fennell
Agency claimed against: Colusa County

Detailed Description/Background of Request

Prior Board Action

Fiscal Impact/Funding Source

Action for the Clerk

Attachments:
1. 11-07-25 David Fennell

COUNTY OF COLUSA
CLAIM FOR DAMAGES

For Clerk Use Only: Date Stamp

RECEIVED

NOV 07 2025

COUNTY OF COLUSA
BOARD OF SUPERVISORS

This claim must be filed with the Clerk of the Board of Supervisors within six (6) months after the accident or event. Where space is insufficient, please use additional paper and identify information by paragraph number. Attach all supporting documentation. When claim is completed, submit to the following address:

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

PERSON OR ENTITY AGAINST WHOM CLAIM FILED:

Cristy Jayne Edwards, County Clerk/ Recorder/Registrar of Voters

County Counsel et al.

CLAIMANT:
Name: David Fennell
Address: 1839 Ygnacio Valley Road STE 181, Walnut Creek, CA 94598

Home Phone Number: 719-237-4195

Work Phone Number:

The undersigned respectfully submits the following claim and information:

1. Post office address to which claimant desires notices to be sent if other than above:

2. Date, time, and location of occurrence or transaction which gives rise to this claim:

   Date: November 5. 2024 Time: General Election

   Location: Registrar of Voters

3. Detailed description of injury and/or damage:

   See Attached Government Claim filed with the State of California on April 28, 2025 for details.

4. Specify the particular act or omission **and** circumstances you believe caused injury and/or damage:

   See Attached Government Claim filed with the State of California on April 28, 2025 for details.

5. Name or names of any employee of the County you believe caused the injury, damage or loss:
   Cristy Jayne Edwards, County Clerk/Recorder/Registrar of Voters

   County Counsel et al.

6. Complete description of property damaged: Year, make, model, ID#, and license plate#:

   See Attached Government Claim filed with the State of California on April 28, 2025 for details.

7. Description of personal injury. Include name, address, and phone number. If there was no personal injury, state "NONE":

NONE

8. Names, addresses and phone numbers of witnesses, doctors, hospitals, etc.:

(1)

(2)

(3)

9. Public Agency contacted (Law Enforcement. Governmental etc.):

Complaint filed with US Department of Justice

10. Amount of reimbursement claimed as damages with computation and supporting bills, receipts, or estimates of cost (two estimates must be included). **Please attach all back-up to claim**

See Attached Government Claim filed with the State of California on April 28, 2025 for details.

11. Any additional information that might be helpful in considering claim:

The Department of General Services Stated they would clarify jurisdiction but no response sent.

This is being cross-filed with county to work out jurisdiction.

WARNING

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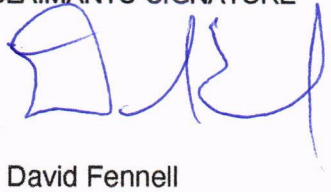
(Penal Code 72: Insurance Code 556)

I have read the matters and statements made in the above claim and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

SIGNED THIS 4th DAY OF November 20 25 AT Richmond, CA

CLAIMANTS SIGNATURE



David Fennell

STATE OF CALIFORNIA
GOVERNMENT CLAIM
DGS ORIM 006 (Rev. 08/19)

DEPARTMENT OF GENERAL SERVICES
OFFICE OF RISK AND INSURANCE MANAGEMENT

CLAIMANT INFORMATION

LAST NAME	FIRST NAME		MIDDLE INITIAL
Fennell	David		D
INMATE OR PATIENT IDENTIFICATION NUMBER (if applicable)	BUSINESS NAME(if applicable)		
n/a	David Fennell for State Senate 2024		
TELEPHONE NUMBER	EMAIL ADDRESS		
719-237-4195	politics@davidfennell.com		
MAILING ADDRESS	CITY	STATE	ZIP
1839 Ygnacio Valley Road STE 181	Walnut Creek	CA	94598
IS THE CLAIMANT UNDER 18 YEARS OF AGE? ☐ Yes ■ No	INSURED NAME(Insurance Company Subrogation) Claim not submited to any insurance at this time.		
IS THIS AN AMENDMENT TO A PREVIOUSLY EXISTING CLAIM? ☐ Yes ■ No	EXISTING CLAIM NUMBER (if applicable) n/a	EXISTING CLAIMANT NAME(if applicable) n/a	

ATTORNEY OR REPRESENTATIVE INFORMATION

LAST NAME	FIRST NAME		MIDDLEINITIAL
Complaint to be ammended when attorney acquired.	n/a		n/a
TELEPHONE NUMBER	EMAIL ADDRESS		
n/a	n/a		
MAILING ADDRESS	CITY	STATE	ZIP
n/a	n/a	n/a	n/a

CLAIM INFORMATION

STATE AGENCIES OR EMPLOYEES AGAINST WHOM THECLAIM IS FILED	DATE OF INCIDENT
Secretary of State (SOS), Fair Political Practices Commission (FPPC), Attorney General (AG), Office of SD1/AD1, & all SD1 County Registrar of Voters (ROV). See attached.	November 5, 2024

LATE CLAIM EXPLANATION (Required, if incident was more than six months ago)

Claim is timely and not late.

DOLLAR AMOUNT OF CLAIM	CIVIL CASE TYPE(Required, if amount is more than $10,000)
$375,533,600	☐ Limited ($25,000 or less) ■ Non-Limited (over $25,000)

DOLLAR AMOUNT EXPLANATION
Value of State Senate representation ≈ $100 a year x SD1 Population 938,834 x 4 year term = $375,533,600

INCIDENT LOCATION
State Senate District 1 & Statewide.

SPECIFIC DAMAGE OR INJURY DESCRIPTION

See attached.

CIRCUMSTANCES THAT LED TO DAMAGE OR INJURY

See attached.

EXPLAIN WHY YOU BELIEVE THE STATE IS RESPONSIBLE FOR THE DAMAGE OR INJURY

See attached.

STATE OF CALIFORNIA
GOVERNMENT CLAIM
DGS ORIM 006 (Rev. 08/19)

DEPARTMENT OF GENERAL SERVICES
OFFICE OF RISK AND INSURANCE MANAGEMENT

AUTOMOBILE CLAIM INFORMATION

DOES THE CLAIM INVOLVE A STATE VEHICLE?	VEHICLE LICENSE NUMBER (if known)	STATE DRIVER NAME (if known)
☐ Yes ☒ No	n/a	n/a
HAS A CLAIM BEEN FILED WITH YOUR INSURANCE CARRIER?	**INSURANCE CARRIER NAME**	**INSURANCE CLAIM NUMBER**
☐ Yes ☒ No	n/a	n/a
HAVE YOU RECEIVED AN INSURANCE PAYMENT FOR THIS DAMAGE OR INJURY?	**AMOUNT RECEIVED (if any)**	**AMOUNT OF DEDUCTIBLE (if any)**
☐ Yes ☒ No	n/a	n/a

NOTICE AND SIGNATURE

I declare under penalty of perjury under the laws of the State of California that all the information I have provided is true and correct to the best of my information and belief. I further understand that if I have provided information that is false, intentionally incomplete, or misleading I may be charged with a felony punishable by up to four years in state prison and/or a fine of up to $10,000 (Penal Code section 72).

SIGNATURE	PRINTED NAME	DATE
DFU	David Fennell	April 27, 2025

INSTRUCTIONS

- Include a check or money order for $25, payable to the State of California.
  - $25 filing fee is not required for amendments to existing claims.
- Confirm all sections relating to this claim are complete and the form is signed.
- Attach copies of any documentation that supports your claim. Do not submit originals.

Mail the claim form and all attachments to:
Office of Risk and Insurance Management
Government Claims Program
P.O. Box 989052, MS414
West Sacramento, CA 95798-9052

Claim forms can also be delivered to:
Office of Risk and Insurance Management
Government Claims Program
707 3rd Street, 1st Floor
West Sacramento, CA 95605
1-800-955-0045

Department of General Services Privacy Notice on Information Collection

This notice is provided pursuant to the Information Practices Act of 1977, California Civil Code Sections 1798.17 & 1798.24 and the Federal Privacy Act (Public Law 93-579).

The Department of General Services (DGS), Office of Risk and Insurance Management (ORIM), is requesting the information specified on this form pursuant to Government Code Section 905.2(c).

The principal purpose for requesting this data is to process claims against the state. The information provided will/may be disclosed to a person, or to another agency where the transfer is necessary for the transferee-agency to perform its constitutional or statutory duties, and the use is compatible with a purpose for which the information was collected and the use or transfer is accounted for in accordance with California Civil Code Section 1798.25.

Individuals should not provide personal information that is not requested.

The submission of all information requested is mandatory unless otherwise noted. If you fail to provide the information requested to DGS, or if the information provided is deemed incomplete or unreadable, this may result in a delay in processing.

Department Privacy Policy
The information collected by DGS is subject to the limitations in the Information Practices Act of 1977 and state policy (see State Administrative Manual 5310-5310.7). For more information on how we care for your personal information, please read the DGS Privacy Policy

Access to Your Information
ORIM is responsible for maintaining collected records and retaining them for 5 years. You have a right to access records containing personal information maintained by the state entity. To request access, contact:

DGS ORIM
Public Records Officer
707 3rd St., West Sacramento, CA 95605
(916) 376-5300

AGENCIES AGAINST WHOM THIS COMPLAINT IS FILED

1. State Senate District 1 (SD1): Butte County *including Clerk-Recorder/Registrar of Voters*
2. State Senate District 1 (SD1): Colusa County *including Clerk/Recorder/Registrar of Voters*
3. State Senate District 1 (SD1): Glenn County *including Assessor/Clerk-Recorder/Elections*
4. State Senate District 1 (SD1): Lassen County *including Clerk-Recorder*
5. State Senate District 1 (SD1): Modoc County *including Auditor/Clerk/Recorder*
6. State Senate District 1 (SD1): Nevada County *including Clerk-Recorder/Registrar of Voters*
7. State Senate District 1 (SD1): Placer County *including Clerk-Recorder-Registrar*
8. State Senate District 1 (SD1): Plumas County *including Clerk-Recorder-Registrar of Voter*
9. State Senate District 1 (SD1): Shasta County *including Clerk & Registrar of Voters*
10. State Senate District 1 (SD1): Sierra County *including County Clerk-Recorder*
11. State Senate District 1 (SD1): Siskiyou County *including County Clerk*
12. State Senate District 1 (SD1): Sutter County *including Registrar of Voters*
13. State Senate District 1 (SD1): Tehama County *including Registrar of Voters*
14. State Senate District 1 (SD1): Yuba County *including Clerk-Recorder-Registrar of Voters*

15. State Senate District 1 (SD1): Office of State Senator Megan Dahle
16. Assembly District 1 (AD1): Office of State Assemblywoman Heather Hadwick

17. California Secretary of State (SOS)
18. Fair Political Practices Commission (FPPC)
19. California Office of the Attorney General (AG)

SPECIFIC DAMAGE OR INJURY DESCRIPTION

For over 15 years Republican candidate David Fennell has filed complaints with the SOS, FPPC, AG, county ROVs & local law enforcement regarding money laundering, political influence peddling, bank fraud, illegal foreign political donations, faked ballot & voter guide statements, etc which have blocked Republicans & non-"establishment" candidates from running for office and winning elections.

Instead of investigating the election law violations, Democratic controlled agencies have weaponized their offices against Republican whistleblowers, who reported the actual fraud, & instead make up fake stories issued in press releases to the media to libel & injure the campaigns of Republicans as happened to the Complainant when he ran for California State Senate District 1 in the CA General Election held on November 5, 2024.

CIRCUMSTANCES THAT LED TO DAMAGE OR INJURY

The Complainant is a declared Republican candidate for California Lieutenant Governor 2026 (FPPC#1456419) & with Donald Trump flipping multiple counties & Democratic leadership mismanagement of the Los Angeles County fires, it is clear that Republicans could win California statewide races but only if Democratic controlled election offices equally enforce election law & do not illegally drag Republican candidates through witch hunt investigations in courts and in the media.

The SOS, FPPC, AG & ROVs were made aware that during the candidate's State Senate District 1 race his opponent was faking information in her voter ballot designation, voter guide statement and online publications by claiming that she was a college educated farmer incumbent businesswoman who ran a trucking company (when her husband actually was the incumbent farmer, her college degree was fake, she has no trucking license & had a stroke which prevented her from driving any vehicle).

Instead of correcting the false information the staff of the California Government and County ROVs allowed faked information to be printed on ballots and voter guides as well as displayed on ROV websites.

In addition, California Government employees put libelous press releases out to the media that the Complainant had submitted no campaign finance documents (when emails show he had filed and the FPPC & ROVs had already confirmed receipt of his documents) & attempted to publicly humiliate him by taking him off the campaign trail & repeatedly taking him to court days before the election which allowed his opponent, who clearly violated election law, to win as voters thought she was the incumbent & a college educated businesswomen who ran a trucking business though she has no trucking license & due to a stroke cannot legally drive any vehicle.

When the Complainant reported the fraud of his opponent, his opponent's staff tried to physically assault him & police had to be called. The paper trail shows that the Complainant's opponent's consultants perviously took $60,000 in illegal campaign contributions from mainland China sources run via California campaign bank accounts to influence statewide races in California. Other consultants conducted $2 million in FDIC bank fraud via political accounts.

Endorsements since 2008 have been bought and paid for with cash in a pay-to-play scheme that seems to violate Federal and State RICO, public corruption & honest services laws.

Consultants working with the Complainant's opponent's staff bragged they had contacts inside California agencies who could open and shut investigations.

Staff at County Registrar of Voters quietly told the Complainant that their office was commonly being used as a political weapon where opponents would falsely report Republican candidates for campaign finance violations as a technique to take them off the campaign trail and ruin their image. Staff at the California Secretary of State told the Complainant that SOS files were being tampered with and that there is corruption inside both the California Secretary of State and California Fair Political Practices Commission but they "did not want to get involved" because they were concerned about losing their job.

Academia is now tracking all of the political corruption in Sacramento and a Harvard study titled *"Isolated Capital Cities, Accountability, and Corruption: Evidence from U.S. States"* listed Sacramento and Albany as the most corrupt of all State Capitals in the US.

The information in this complaint against the State of California and County ROVs, along with supporting documents, have been handed over to Federal agencies including the Federal Election Commission (FEC), FDIC, FBI, etc.

EXPLAIN WHY YOU BELIEVE THE STATE IS RESPONSIBLE FOR THE DAMAGE OR INJURY

The Complainant would have won the State Senate District 1 election in November 2024 had fake information not been allowed on the ballot/voter guide & the FPPC had not used courts as a weapon & lied to the media about the Complainant not filing campaign finance statements.

Since running for office is a Federally Protected activity under Civil Rights statutes he has filed a complaint with the DOJ.

As he runs for CA Lieutenant Governor 2026, the Complainant is being repeatedly approached by angry voters who are stating they would have voted for him for State Senate 2024 if they had had accurate candidate voter information. Investors have stated they are not going to visit much less invest in SD1 because there is too much political corruption in the North State.

The Complainant has been libeled by State Agencies & due to the action or inaction of agencies the 938,834 residents of SD1 are going to suffer due to lack of proper representation in Sacramento and investment in SD1. Therefore punitive damages are appropriate against SOS, FPPC, AG & county ROVs.

Republicans & the Complainant can win in 2026 but only if election law is uniformly enforced & we have an open, free & fair election.

The Complainant wants the FEDS to step in but he was told to first create a paper trail that showed he had used all legal options in California which is why this complaint is being filed.

These election law violation issues & use of Democratic controlled investigative agencies libeling Republicans needs to be resolved well in advance of the next California election which is the 2026 California Primary held in 13 months on June 2, 2026.

In calculating the damages, the Complainant estimated the value of State Senate District 1 representation as $100 a year or $8.33 a month.

The 501(c)(3) nonprofit Tax Foundation estimates that California Tax payers pay $9,229 per capita in taxes each year.

So $100 is about 1% or one out of ever $92 dollars for State Senate representation in Sacramento and it seems most residents of California would argue that State Senate Representation impacts their lives and the lives of the other 22,900,896 voters and 39,431,263 residents in a manner to be worth much more than $8 a month.

Voter integrity is perhaps the biggest single issue in elections & these election law violations, if not addressed, will impact the credibility of the 2026 election. It is clear that had election law been enforced in previous elections in California for the past 15 years that Republicans, and the Complainant, would have won past elections.

In addition, because the Complainant is an entrepreneur with a large number of investors that the State of California publicly lying and libeling the Complainant via the news media stating that he is not accurately submitting any campaign financial documents impacts his ability to raise new money and to sell or IPO existing and future projects which due to their nature could exit for billions in valuation.

The paper trail clearly shows there should be punitive damages equal to the Complainant's current and potential future losses as well as the damages to the 22,900,896 voters and 39,431,263 residents who are not receiving proper representation in Sacramento.

Finally, a settlement with the State of California would also confirm to the public that the libel from California State and county employees is not true.

Once the Complainant receives confirmation that this complaint is processed and assigned a case number he will submit additional information and a paper trail confirming that everything stated in the above complaint is true and correct.

CASHIER'S CHECK

SERIAL #: 7211210485

0072112	11-24
Office AU #	1210(8)

ACCOUNT#: 4861-511442

Remitter: **DAVID FENNELL**
Purchaser: **DAVID FENNELL**
Purchaser Account: **xxxxxx6734**
Operator I.D.: **k156960**
Funding Source: **Electronic Item(s)**

April 28, 2025

PAY TO THE ORDER OF *****STATE OF CALIFORNIA*****

****Twenty-Five and 00/100 -US Dollars ****

****$25.00****

Payee Address:
Memo: **GOV CLAIM:FENNELL 4 STATE SENATE 2024**

VOID IF OVER US $ 25.00

NON-NEGOTIABLE

WELLS FARGO BANK, N.A.
2140 TOWN CENTER PLZ
WEST SACRAMENTO, CA 95691
FOR AUTOMATED CHECK VERIFICATION
CALL: (480) 394-3122

'25 APR 28 3:16PM

NON-NEGOTIABLE

Purchaser Copy - Page 1 of 2

FB004 (10/19) M4203 40156261

Colusa County

Agenda Request Form

Item ID#: 2025-170 **Agenda Date:** 12/16/2025 **Item XI.6**

COUNTY COUNSEL'S OFFICE

LIABILITY CLAIM
California Government Code section 54956.95.
Claimants: Jorge Ruben Rosales
Agency claimed against: Colusa County

Detailed Description/Background of Request

Prior Board Action

Fiscal Impact/Funding Source

Action for the Clerk

Attachments:
1. 11-17-25 Jorge Ruben Rosales

COUNTY OF COLUSA
CLAIM FOR DAMAGES

For Clerk Use Only: Date Stamp

This claim must be filed with the Clerk of the Board of Supervisors within six (6) months after the accident or event. Where space is insufficient, please use additional paper and identify information by paragraph number. Attach all supporting documentation. When claim is completed, submit to the following address:

RECEIVED
NOV 17 2025
COUNTY OF COLUSA
BOARD OF SUPERVISORS

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

PERSON OR ENTITY AGAINST WHOM CLAIM FILED:

CLAIMANT:
Name: Jorge Ruben Rosales
Address:

Home Phone Number: (530) 701-1569

Work Phone Number: (530) 635-8323

The undersigned respectfully submits the following claim and information:

1. Post office address to which claimant desires notices to be sent if other than above:
   PO Box 44 Williams, CA 95987
2. Date, time, and location of occurrence or transaction which gives rise to this claim:
   Date: August 8, 2025 Time: 11:00am
   Location: Two blocks distance from Love's Truck Stop on 100 Marguerite Street Williams, CA 95
3. Detailed description of injury and/or damage:
   I was falsely arrested which led to being falsely imprisoned for 18 days.
4. Specify the particular act or omission **and** circumstances you believe caused injury and/or damage:
   I was picked up for having a knife, however that knife was not a valid reason to arrest me. They going and making sure that the knife I was arrested for was from the store.
5. Name or names of any employee of the County you believe caused the injury, damage or loss:
   Jorge Bravo
6. Complete description of property damaged: Year, make, model, ID#, and license plate#:
   I lost all of my clothes and belongings in the studio I was renting because I was falsely imprisone

Description of personal injury. Include name, address, and phone number. If there was no personal injury, state "NONE":

While being falsly arrested, I spent my 27th birthday behind bars, and to me that is more than a personal i

8. Names, addresses and phone numbers of witnesses, doctors, hospitals, etc.:

(1)

(2)

(3)

9. Public Agency contacted (Law Enforcement, Governmental etc.):

Amount of reimbursement claimed as damages with computation and supporting bills, receipts, or estimates of cost (two estimates must be included). **Please attach all back-up to claim**

20, 000 for loss of income, loss of enjoyment of life, mental anguish, and emotional distress.

Any additional information that might be helpful in considering claim:

Complaint against officer filed.

WARNING

IT IS A CRIMINAL OFFENSE TO FILE A FALSE CLAIM!

(Penal Code 72 Insurance Code 556)

I have read the matters and statements made in the above claim and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

SIGNED THIS 11 DAY OF 7 20 25 AT

CLAIMANT'S SIGNATURE



CALIFORNIA DEPARTMENT OF JUSTICE
POLICY GOVERNING CITIZEN COMPLAINTS AGAINST LAW ENFORCEMENT

PURPOSE

This general policy establishes guidelines governing the manner in which the Department of Justice will respond to complaints by members of the public against a law enforcement agency or its employees.

GENERAL POLICY

It is the Department of Justice general policy that local government will be primarily responsible for citizen complaints against law enforcement agencies or employees of law enforcement agencies, and that appropriate local resources (e.g. sheriff or police department and district attorney) be utilized for resolution of such complaints prior to a request for intervention by the Attorney General.

The Attorney General will review citizen complaints against a law enforcement agency or its employees for possible investigation when substantive allegations of unlawful conduct are made and all appropriate local resources for redress have been exhausted, or when the local district attorney is the subject of the complaint. Allegations of police misconduct that are not criminal are handled exclusively by the law enforcement agency.

ADMINISTRATION OF GENERAL POLICY

All complaints against law enforcement agencies or employees of those agencies will be initially processed and reviewed by the Attorney General's Public Inquiry Unit (PIU). To expedite processing and ensure accuracy, all complaints must be submitted to the PIU in writing. Those which do not meet the policy criteria above will be responded to by the Public Inquiry Unit. This response will inform complainants of the appropriate local resources to be contacted for resolution of complaints and/or request clarifying information as needed.

Complaints appearing to meet the aforementioned policy criteria will be immediately forwarded by the Public Inquiry Unit for acknowledgment and handling to both the Senior Assistant Attorney General, Criminal Law Division (CLD), in the area having geographical jurisdiction and also to the Senior Assistant Attorney General of the Civil Rights Enforcement Section (CRES) of the Division of Public Rights. Both recipients of the complaint shall confer, as often as is necessary or prior to any action, to both keep each other informed about developments in their respective evaluations and also to coordinate investigative or litigation activities. All proposed legal actions (i.e. the filing of criminal charges or civil litigation) must be reviewed and approved by the Chief Deputy Attorney General for Legal Affairs.

Where appropriate and requested by the CRES and/or the CLD, the Division of Law Enforcement shall provide investigative assistance.

Questions regarding the guidelines that govern responses to citizen complaints against law enforcement agencies and/or personnel of those agencies should be directed to the Public Inquiry Unit at (916) 210-6276 or toll-free (800) 952-5225.

STATE OF CALIFORNIA
PIU 3
(Rev. 08/2023)

Rob Bonta
ATTORNEY GENERAL

COMPLAINT ABOUT PEACE OFFICERS/ LAW ENFORCEMENT AGENCY

Please read the Information Collection, Use and Access notice on page 4.

PRINT FORM | RESET FORM

Mail Form to:

Public Inquiry Unit
Office of the Attorney General
P.O. Box 944255
Sacramento, CA 94244-2550

PUBLIC INQUIRY UNIT
(916) 210-6276 / (800) 952-5225 Toll Free - CA only
TTY/TDD (800) 735-2929 (California Relay Service)
For TTY/TDD, dial 711.
AG Web Site: https://oag.ca.gov/

SECTION 1 - POLICY FOR REVIEWING CITIZEN COMPLAINTS AGAINST LAW ENFORCEMENT

Under the general policy of the Department of Justice, your complaint about a law enforcement agency or its employee(s) must be addressed first to appropriate local authorities. The Attorney General will review complaints for possible investigation when substantive allegations of unlawful conduct are made and all appropriate local remedies have been exhausted.

SECTION 2 - TYPE OF COMPLAINT

☑ This is a complaint about a law enforcement officer. ☑ This is a complaint about a law enforcement agency.

SECTION 3 - YOUR INFORMATION

First Name: Jorge	MI: R	Last Name: Rosales
Address: 7 Gillick Way		
City: Oroville	County: Butte	State: CA	Zip Code: 95965
Phone: 5307011569	E-mail Address:	Year of Birth (optional): 1998

Gender (optional): ☐ Female ☒ Male ☐ Transgender Woman/Girl ☐ Transgender Man/Boy ☐ Gender Nonconforming ☐ Not Listed _____ ☐ Prefer Not to Answer

Ethnicity (optional): ☐ American Indian / Alaska Native ☐ Asian / Pacific Islander _____ ☐ Black / African American ☒ Hispanic / Latinx ☐ Middle Eastern ☐ South Asian ☐ White / Caucasian ☐ Multiracial _____ ☐ Not Listed _____ ☐ Prefer Not to Answer

Relationship to Incident: ☒ Victim ☐ Witness ☐ Family Member / Friend ☐ Concerned Citizen

SECTION 4 - INCIDENT INFORMATION

Name of Agency / Agencies Involved: Williams, CA Police Department

Name of Officer(s) Involved (Provide Badge Numbers if Known): Officer Bravo from Williams PD

SECTION 5 - INCIDENT DETAILS

Date of Incident: 08/08/2025 | Time: 11:00am | Location: Marguerite St, Williams, CA 95987, two blocks from Love's Gas Station

Type of Incident: ☒ Arrest ☐ Call for Service ☐ Death in Custody ☒ Job Related Dishonesty ☐ Officer Involved Shooting ☐ Officer Involved Sexual Assault ☐ Traffic Stop ☐ Use of Force - Baton/Fist Strikes ☐ Use of Force - Carotid Hold ☐ Use of Force - K-9 ☐ Use of Force - Less Lethal Projectile ☐ Use of Force - Pepper Spray/OC/Tear Gas ☐ Use of Force - Taser ☐ Use of Force - Other _____

Is There a Summons or Arrest Associated with this Incident? YES ☑ NO ☐

Does the Complaint Involve the Death of a Civilian? YES ☐ NO ☑

If Yes, Name of Civilian:

Names of any Persons Injured: Jorge Ruben Rosales

SECTION 6 - EXHAUSTION OF LOCAL REMEDIES

Has this incident been reported to another agency? YES ☐ NO ☑

If yes, please attach a copy of your complaint(s) to the local authorities and their responses. Do not send original documents.

PLEASE DESCRIBE COMPLAINT ON NEXT PAGE

COMPLAINT ABOUT PEACE OFFICERS/ LAW ENFORCEMENT AGENCY

Rob Bonta
ATTORNEY GENERAL

SECTION 7 - NARRATIVE/SUMMARY OF INCIDENT

Please provide specific information about the alleged unlawful conduct and detail your efforts to resolve this complaint at the local level. If more space is needed, attach additional pages.

Total # Pages Attached:

I was walking down the street from Love's going to my home, and like always, I was stopped by Officer Bravo from Williams PD for no reason. Before being stopped by Officer Bravo, I found a knife across the street from Love's, in front of the Taco Truck, it was on the street, not on the sidewalk. It was not a brand new knife, it was old and was beaten up by many cars driving over it. That knife was why I was arrested. But, the charge was that I suposedly stole that knife from Love's Truck Stop. But, I didn't, it was not a brand new knife and Love's does not sell that knife.

Officer Bravo does not know the Miranda Rights by Heart. And, when I asked him why I was being arrested, he didn't tell me. When we were in Colusa County Jail, he was writing his Police Report, and he did not know what to write down. I overheard a conversation between Officer Bravo and his supervisor, and Officer Bravo said "I am going to write down this to get him out of our hair." After that, I did 18 days in Colusa County Jail for no reason. This happend on Friday, August 8th. On the following Monday, I went to my arraignment, and I was held without bail. Meaning I had to stay behind bars until my next court date, which was on August 26th. On that day, they dropped the petty theft charges, and I was released by Colusa County.

While I was in custody in Colusa Jail, I missed an appointment with my Probation Officer, Abel Silva. I violated my PRCS conditions in Butte County as a result of being held hostage in Colusa County Jail. Right now, I am serving 180 days in Butte County because of this PRCS charge.

SECTION 8 - STATEMENT

I affirm that the information herein is true and accurate. ☒ YES ☐ NO

Signature: **Date:**

Rob Bonta
Attorney General

COMPLAINT ABOUT PEACE OFFICERS/LAW ENFORCEMENT AGENCY

Information Collection, Use and Access

Collection and Use of Personal Information. The Public Inquiry Unit of the Department of Justice collects the information requested on this form as authorized by Government Code Section 11180 and Civil Code Section 52.3. The Unit uses this information to review your complaint. In addition, any personal information collected by state agencies is subject to the limitations in the Information Practices Act and state policy. The Department of Justice's general privacy policy is available at

https://oag.ca.gov/privacy-policy.

Providing Personal Information. You do not have to provide the personal information requested. If you do not wish to provide personal information, such as your name, home address, or home telephone number, you may remain anonymous. In that case, however, we may not be able to contact you or help resolve your complaint.

Access to Your Information. You may review the records maintained by the Public Inquiry Unit in the Department of Justice that contain you personal information, as permitted by the Information Practices Act. See below for contact information.

Possible Disclosure of Personal Information. In order to follow up on your complaint, we may need to share the information you give us with the party you complained about or with other government agencies.

The information you provide may also be disclosed in the following circumstances:

· With other persons or agencies where necessary to perform their legal duties, and their use of your information is compatible and complies with state law, such as investigations or for licensing, certification, or regulatory purposes;

· To another government agency as required by state or federal law.

Contact Information: For questions about a written complaint that you submitted to the Public Inquiry Unit, please fill-out and submit our online form, available at:

https://oag.ca.gov/contactus

Please specify in the "Comments, Concern or Information" section the specific Public Inquiry Unit record that you are seeking. Or you may mail your request to Analyst, Public Inquiry Unit, Office of the Attorney General, P.O. Box 944255, Sacramento, CA 94244-2550. In addition, if you are seeking records maintained by another Department of Justice program, you should contact that program directly.

I was going to make money providing a delivery service for La Fortuna, for the grilled chicken next to El Toro Loco, and I was going to also be delivering food for the taco truck that is in the parking lot of Royce Supermarket. That was going to be my side way of making money because my main way of making money was going to be selling tamales of my own. Thie above is just for the loss of income. I lost my enjoyment of life because I spent my birthday in jail. There is no price to spending my 27th birthday in jail. While in Colusa County Jail, I was manhandled a couple times because I was suicidal because I was angry with the world for me being in the jail for no reason. I was in suicide watch three different times. I can give proof of that, but I have to be out of jail to get it. I am currently in Butte County Jail because of being held hostage in Colusa County. I was emotionally distressed because I was planning on visiting my mother for my birthday but like I said before there is no price that can give back my 27th birthday being in jail for being falsely arrested and falsely imprisoned in Colusa County Jail.

Colusa County

Agenda Request Form

Item ID#: 2025-173 **Agenda Date:** 12/16/2025 **Item XI.7**

HUMAN RESOURCES

CLOSED SESSION: PUBLIC EMPLOYMENT DISCIPLINE/DISMISSAL/RELEASE California Government Code 54957(b).

Detailed Description/Background of Request

Prior Board Action

Fiscal Impact/Funding Source

Action for the Clerk

Attachments:
None

Colusa County

Agenda Request Form

Item ID#: 2025-184 **Agenda Date:** 12/16/2025 **Item 1**

COMMUNITY DEVELOPMENT DEPARTMENT

Second reading by title only and adoption of Ordinance granting an Electrical Line Franchise Agreement to Saloon Energy Storage LLC for the Saloon Battery Energy Storage project (PD-25-6).

Detailed Description/Background of Request
At the Board's November 18, 2025 meeting, the Board introduced for first reading, by title only, an Ordinance that would approve a Franchise Agreement with Saloon Energy, LLC (Saloon) for the Saloon Energy Storage project and directed County Counsel to prepare a summary of the Ordinance for publication.

The County of Colusa is proposing to adopt an uncodified ordinance granting a franchise to Saloon for a period of 34 years. The franchise would authorize Saloon to place electric transmission lines and related appurtenances underground within the County right of way for an approximately 0.5-mile stretch of Walnut Drive at the intersection of East Camp Road in unincorporated Colusa County west of the City of Williams. The ordinance would require Saloon to pay an annual franchise fee of $4.00 per linear foot and include an annual increase of 3.6% after the second payment. Additionally, the ordinance would require Saloon to maintain certain levels of insurance during the term of the franchise and remove its equipment from the County right of way at the termination of the franchise.

Prior Board Action
At the Board's November 18, 2025 meeting, the Board considered the request from Saloon and adopted a Resolution for the Saloon Energy Storage project (PD-25-6) which (1) adopted the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program (SCH No. 2025070064); and (2) approved Use Permit #PD-25-6 with Findings and Conditions of Approval.

Additionally, the Board introduced by title only and adopted an Ordinance approving a Development Agreement with Saloon Energy, LLC for the said project; and introduced for first reading, by title only, the subject Ordinance approving a Franchise Agreement with Saloon Energy, LLC and directed County Counsel to prepare a summary of the Ordinance for publication.

Fiscal Impact/Funding Source
The project would generate direct revenue for the County through a $5,000 Franchise Agreement processing fee and an annual Right-of-Way Occupancy Fee of $4.00 per

linear foot of transmission line (approximately $10,560 in Year 1, based on a 0.5-mile gen-tie), made payable annually by November 30 after Building permit issuance, increasing 3.6% annually after the first year. The County would also receive financial assurances through a Construction Surety Bond and a Performance Security Bond, each equal to 10% of project costs, ensuring compliance and coverage of potential costs. Saloon Energy Storage, LLC will be responsible for payment of the Right-of-Way Occupancy Fee until the Transmission Lines are removed or abandoned in place with the County's authorization.

Action for the Clerk
Publish the ordinance as required and send it to code publishing.

Attachments:
1. 12-16-25 Saloon Ordinance County Franchise Agreement_FINAL
2. 12-16-25 EXH A_Diagram Depicting Location of Franchise
3. 2025 12 16_Resolution of Intent for Franchise (2nd Board Notice Included)
4. 12-16-25 Public Notice for Saloon Energy Storage LLC Ordinance Summary
5. 12-16-25 ATT 1_PC Recommending the BOS approve Use Permit PD25-6-Saloon Energy Storage Prjt

ORDINANCE NO._____

AN UNCODIFIED ORDINANCE OF THE COLUSA COUNTY BOARD OF SUPERVISORS GRANTING AN ELECTRICAL LINE FRANCHISE TO SALOON ENERGY STORAGE LLC

WHEREAS, Saloon Energy Storage LLC, (hereinafter referred to as "**GRANTEE**") plans to build a renewable energy project ("**Project**") in Colusa County, which Project will bring to Colusa County certain community benefits, including but not limited to jobs, electric infrastructure support, and other related benefits to residents of Colusa County (hereinafter referred to as "**COUNTY**"); and

WHEREAS, COUNTY has certified a Mitigated Negative Declaration and a Mitigation Monitoring and Reporting Program pertaining to the Project pursuant to Resolution No. _____, which findings are incorporated herein by reference.

NOW, THEREFORE, THE BOARD OF SUPERVISORS FOR THE COUNTY OF COLUSA ORDAINS AS FOLLOWS:

SECTION 1

The COUNTY, hereby grants the right and franchise to GRANTEE, beginning from the **Effective Date** and for the **Franchise Term**, to construct, erect, renew, repair, maintain, operate, and remove or abandon in place (if acceptable to the COUNTY) a system of electric transmission lines, cables, conduit, connections, telecommunication cables, fittings and other related appurtenances and facilities necessary or convenient for the operation of said system of electric lines (hereinafter the "**Transmission Lines**"), under, along and across those COUNTY public highways, streets, COUNTY roads, or public thoroughfares, in the unincorporated territory in the County of Colusa, State of California as are more specifically described and shown on Exhibit A attached to and incorporated into this Ordinance (hereinafter, the "**Public Right-of-Way**"). The "Franchise Term" as used herein is defined as the earlier of: (1) the decommissioning of the Project pursuant to Condition Q of Use Permit PD #25-6; and, (2) thirty four (34) years from and after the date of issuance of the permit authorizing construction of the Transmission lines, unless renewed as set forth in Section 15.

SECTION 2

Said Transmission Lines and appurtenances shall be installed underground, unless it is demonstrated to the reasonable satisfaction of the COUNTY that undergrounding is physically infeasible due to existing infrastructure, engineering constraints, or geographic conditions. All facilities shall be installed and maintained in a manner that does not permanently damage the Public Right-of-Way or interfere with the public's right to travel.

SECTION 3

The work of laying and constructing Transmission Lines pursuant to this franchise shall be performed in accordance with the provisions of this Ordinance and any permits required to be obtained from COUNTY and as more fully described in Section 5 below.

SECTION 4

Prior to issuance of building permits for the Transmission Lines, GRANTEE shall comply with California Government Code, Section 4216.1 (or its successor statute) by obtaining and maintaining membership in the Underground Service Alert Network of Northern California for the duration of the franchise. GRANTEE shall submit documentation to the Department of Public Works that it is a member of the Underground Service Alert Network prior to issuance of building permits for the Transmission Lines, and every year thereafter on the anniversary thereof.

SECTION 5

GRANTEE shall not commence any excavation work for the purpose of erecting, constructing, laying, replacing, repairing, renewing or removing said Transmission Lines and appurtenances in or along any said street or road until it shall have first obtained all permits necessary to do so from COUNTY in accordance with applicable statutes or ordinances then in effect. All facilities erected, constructed, laid, operated or maintained under the provisions of this franchise shall be in accordance with and conform to all the applicable statutes, ordinances, codes, rules and regulations now or hereafter adopted by COUNTY or the State of California and in accordance with the terms of any permit herein required to be obtained from COUNTY. The GRANTEE shall submit detailed plans for the construction of said Transmission Lines and appurtenances prior to commencing construction operations. The construction plans shall be subject to approval of COUNTY, such approval not to be unreasonably withheld, conditioned, or delayed. Nothing in this Ordinance shall require the COUNTY to allow the installation of a Transmission Lines where, in the reasonable opinion of the COUNTY as set forth in any applicable ordinances, laws, or regulations, such installation would endanger the public or adjoining landowners, or interfere with travel upon, or the maintenance of a public right-of-way. All work performed in erecting, constructing, laying, replacing, repairing, renewing or removing Transmission Lines shall be performed during daylight hours Monday through Friday, except for emergency repairs.

SECTION 6

GRANTEE shall remove and relocate within the areas covered by this franchise, at its sole cost and expense, any facilities installed, used or maintained by GRANTEE in the Public Right-of-Way if it is necessary by reason of any public work authorized by and upon the written request of COUNTY or other public body having jurisdiction over affected roads, provided that: (i) sufficient notice shall be given to GRANTEE to permit such relocation without interruption of service (such notice period, in any event, to be no shorter than the time required to complete construction (including all engineering and design work) and to coordinate with financing parties, offtakers, the interconnecting utility, and grid operator to prevent any disruption of service) (ii) COUNTY shall provide cooperation to GRANTEE in the planning and implementation of such relocation; and (iii) COUNTY shall use all reasonable measures to perform such public work in a manner that does not require the removal and relocation of GRANTEE's facilities. For the avoidance of doubt, GRANTEE shall not be required to remove and relocate any of its facilities if either relocation of such facilities within the Public Right-of-Way is not feasible due to physical restrictions or requirements of law, or such relocation would require interruption of service. Said removal and relocation shall be at GRANTEE'S sole cost and expense.

SECTION 7

In the event that the COUNTY or any governmental agency shall construct, install, reconstruct,

or repair any road, bridge or artificial support in or underlying any highway in which the franchise property is located or which is prescribed as the location for the installation, maintenance or operation of the franchise property in or on the highway area covered or underlain by said road, bridge or artificial support, then GRANTEE shall pay to the COUNTY, or such governmental agency doing such work, the amount of such actual, reasonable, and documented increase of cost incurred solely due to the presence of GRANTEE's facilities hereunder upon completion of such construction, installation or repair. COUNTY, or the applicable governmental agency, shall provide GRANTEE an estimate of such costs prior to the commencement of work.

SECTION 8

GRANTEE shall pay a "**Right-of-Way Occupancy Fee**" of Four Dollars ($4.00) per linear foot of Transmission Lines installed within the Public Right-of-Way as depicted on the As-Built Map (described in Section 11), payable annually by November 30 after Building permit issuance. Beginning with the second payment, the fee will increase by 3.6% annually. GRANTEE remains responsible for this fee until the transmission lines are removed or officially abandoned with County approval. For the avoidance of doubt, if the Transmission Lines are not built due to the permanent abandonment of the Project prior to construction, the Right-of-Way Occupancy Fee shall not be payable hereunder.

SECTION 9

GRANTEE shall pay a Franchise Agreement Processing Fee of Five Thousand Dollars ($5,000) to cover all COUNTY costs associated with developing, publishing, reviewing, and evaluating this Ordinance or related agreements. The fee shall include, but not be limited to, consultant, attorney, and staff time.

SECTION 10

GRANTEE shall, at its own cost and expense, upon completion of construction, laying, repairing, renewing or removal of said Transmission Lines and appurtenances, replace said COUNTY Public Right-of-Way, or so much thereof as may be damaged thereby, in as good order and condition as that in which it existed before being disturbed for the purposes of such construction, repairing, renewal or removal.

SECTION 11

Within thirty (30) days following the construction, laying, or relocation, of Transmission Lines under this franchise, the GRANTEE shall file with the Department of Public Works, an as-built map showing in detail, the length and details of such installation and location of the same, with its beginning and terminus in the highway, both with reference to the surface and with reference to the property lines along said highway (hereinafter the "**As-Built Map**").

SECTION 12

The GRANTEE hereof, its successors and assigns, shall, at least 30 days prior to issuance of a County permit for construction of the Transmission Line within the right-of-way and at all times thereafter during the term of said franchise, keep on file with the COUNTY, a bond in full force and effect, running to said COUNTY equal to ten percent (10%) of the total estimated cost to construct the Transmission Lines (the **"Surety Amount")**, in a form approved by County Counsel

with a corporate surety conditioned that said GRANTEE, its successors and assigns, shall well and truly observe, fulfill and perform each and every term and condition of this franchise, the whole amount to the penal sum therein named, shall be taken and deemed to be liquidated damages and shall be recoverable from the principal and sureties upon said bond should GRANTEE fail to comply with the conditions of this franchise. GRANTEE shall comply with any term of the franchise, which is in non-compliance status, within 30 days after notice of non-compliance by COUNTY. In lieu of the bond required to be posted hereunder, GRANTEE shall be permitted to post the Surety Amount in the form of a security deposit in cash, which shall be held by the COUNTY and applied solely as permitted under this Section 12. The COUNTY shall release any unapplied portion of such cash security deposit to GRANTEE upon termination of this Agreement upon filing of the Performance Security Bond pursuant to Section 13 herein.

SECTION 13

At least thirty (30) days before operations begin or construction is completed, GRANTEE shall file a Performance Security Bond equal to ten percent (10%) of the actual cost to construct the Transmission Lines, in a form approved by County Counsel. In lieu of the bond required to be posted hereunder, GRANTEE shall be permitted to post the Performance Security Bond amount in the form of a security deposit in cash, which shall be held by the COUNTY and applied solely as permitted under this Section 13. This bond shall remain in effect for the duration of the franchise to ensure full compliance with all franchise terms and conditions. Filing of the Performance Security Bond shall replace and thereby terminate the Surety Amount.

SECTION 14

The provisions of this Ordinance shall bind GRANTEE and its heirs, successors and assigns in the exercise of the franchise rights granted hereunder. Except as set forth in this Section 12, this franchise may not be transferred, encumbered, or assigned in whole or in part without the written consent of the COUNTY, which consent shall not be unreasonably withheld, but may be conditionally granted. GRANTEE may, without consent of COUNTY: (i) collaterally assign its rights and obligations hereunder to one or more parties providing financing to the Project; (ii) assign its rights and obligations hereunder to an affiliate of GRANTEE; and (ii) assign its rights and obligations hereunder to any purchaser of the Project; *provided that* in the case of (ii) and (iii), such assignee has assumed all of the rights and obligations of GRANTEE hereunder and agrees to perform its obligations hereunder from and after the date of such assignment. Nothing in this Section 12 shall be deemed to prevent, restrict, or condition upon receipt of consent from the COUNTY, a direct or indirect change of ownership of GRANTEE.

SECTION 15

GRANTEE may request renewal of this franchise in accordance with applicable federal or state law or, in absence of any such renewal procedures, the following provisions of this section shall apply:

A. **Application.** Not later than eighteen nor earlier than twenty-four months prior to the expiration of this franchise, the GRANTEE may submit an application for renewal of this franchise. Such application shall be in the form and contain the information required by the Board of Supervisors and shall be accompanied by a nonrefundable application fee established by the Board of Supervisors in the amount not to exceed the reasonable cost

of processing the applications;

B. **Public Hearing.** When filed, the application shall be available for public inspection at places designated by the county clerk. No later than ninety days after filing the application, a public hearing or hearings shall be held by the Board of Supervisors on the application. Notice of the initial public hearing shall be published in a newspaper of general circulation within the county preceding such hearing;

C. **Decision**. At the conclusion of such hearing or hearings, the Board of Supervisors shall determine to renew the franchise subject to any appropriate terms and conditions as the Board of Supervisors may prescribe or determine not to renew the franchise.

SECTION 16

GRANTEE understands that the COUNTY by granting this franchise does not warrant or make any representation of the existence of rights-of-way over or along existing COUNTY roads. GRANTEE at its own cost and expense, shall be responsible for researching and verifying rights-of-way for COUNTY roads where said Transmission Lines are to be constructed, reconstructed, repaired or renewed.

SECTION 17

At the termination of this franchise, GRANTEE shall, in accordance with applicable law, and unless County authorizes abandonment in place, remove the Transmission Lines at its sole expense, and if GRANTEE shall fail to do so, COUNTY shall have the right to make such removal and abandonment at GRANTEES expense, the amount of such expense GRANTEE shall pay to COUNTY on demand, and if COUNTY so elects, it shall have the right to take possession of and appropriate to itself without payment therefor, any property of GRANTEE, or anyone claiming under it, remaining on or under public roads in the County of Colusa not then included within the limits of an incorporated city.

SECTION 18

GRANTEE shall defend, indemnify, save, keep and hold harmless the COUNTY, its officers, officials, employees, agents and volunteers from all damages, costs or expenses (including, but not limited to attorney fees) in law or equity that may at any time arise or be asserted, because of any damages (whether to property or person, or otherwise) which are based, in whole or in part, upon any willful or negligent act or omission of GRANTEE, its officers, agents or employees that arise out of GRANTEE's use of the Public Right of Way pursuant to this franchise..

SECTION 19

During the term of this franchise, GRANTEE shall maintain insurance at its own cost and expense from insurance Companies rated no less than A:VII (or an equivalent rating by any nationally recognized insurance rating agency), with the exception of insurance placed with the State Compensation Insurance Fund which is not rated, and licensed to do business in California as follows:

(1) Comprehensive general liability insurance or commercial general liability insurance covering all operations by or on behalf of GRANTEE. The insurance shall apply to all bodily injury, property damage, and personal injury, however caused, that arises from GRANTEE'S performance or failure to perform under this franchise and shall have the

following minimum policy limits: $2,000,000 for each occurrence (combined single limit for bodily injury, personal injury or property damage); $2,000,000 aggregate for products-completed operations; and $4,000,000 general aggregate. In addition, the insurance shall:

(a) Be issued on an "occurrence" basis or other basis determined by County Counsel to be substantially similar to an occurrence basis; and

(b) Name COUNTY and its officers, employees, and agents as additional insureds and provide that such coverage shall be primary and noncontributory to other policies held by these parties.

(2) Business auto coverage insurance covering bodily injury, property damage, and contractual liability for owned, hired, and non-owned vehicles, with minimum policy limits of $1,000,000 combined single limit each accident for bodily injury and property damage.

(3) GRANTEE hereby waives any claim of subrogation against COUNTY and its officers, employees, and agents which its insurer may acquire from GRANTEE by virtue of the payment of any loss. GRANTEE agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation in favor of the COUNTY.

SECTION 20

This Ordinance shall take effect and be in force thirty (30) days following its adoption ("Effective Date") and, prior to the expiration of fifteen (15) days after its adoption, it shall be published once in a newspaper of general circulation in the County of Colusa.

SECTION 21

If any section, subsection, sentence, clause or phrase of this Ordinance is held by a court of competent jurisdiction to-be invalid, such decision shall not affect the remaining portions of this Ordinance. The Board of Supervisors hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause or phrase thereof irrespective of the fact that one or more sections, subsections, sentences, clauses or phrases be declared invalid.

SECTION 22

Any and all notices regarding this Transmission Lines franchise shall be provided as follows:

If to County:

Colusa County Public Works
1215 Market Street
Colusa, CA 95955
530-458-0466

If to Grantee:

Saloon Energy Storage, LLC
c/o Alpha Omega Power
700 Louisiana St, Suite 4200
Houston, Texas 77002

SECTION 23

GRANTEE is authorized to record a copy of this Ordinance in the real property records of Colusa County.

SECTION 24

This ordinance shall become effective thirty (30) days after its passage. It shall be published once with the names of the members of the Board of Supervisors voting for and against the ordinance in a newspaper of general circulation published in the County of Colusa, State of California, within fifteen (15) days after its passage.

Introduced at a regular meeting of the Board of Supervisors held on the 18th day of November, 2025 and passed and adopted by the Board of Supervisors of the County of Colusa, State of California, on the __ day of _____, 20__, ty the following roll call vote:

AYES:

NOES:

ABSENT:

_____
_____, Chair
Board of Supervisors

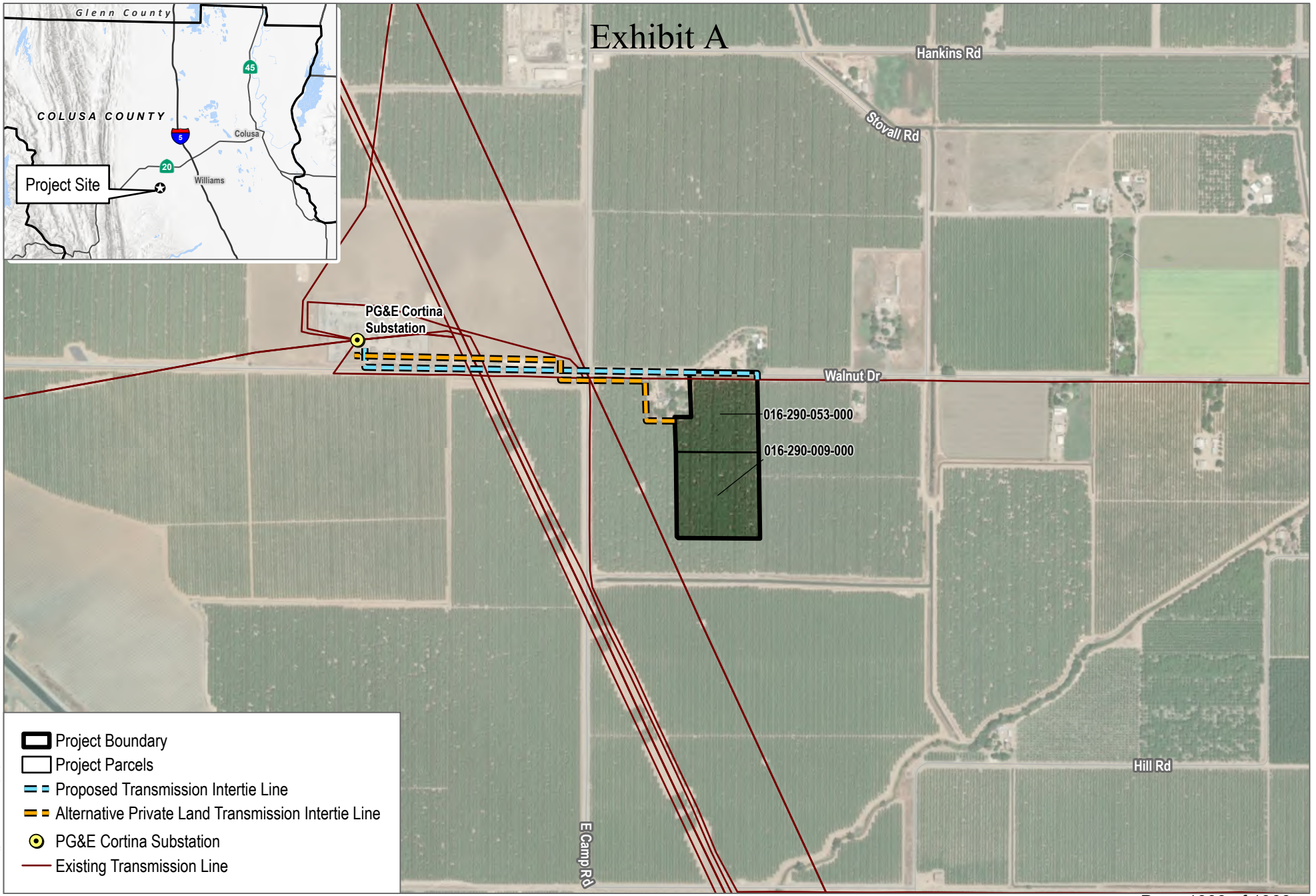
ATTEST:
Marcos Kropf,
Clerk to the Board of Supervisors

APPROVED AS TO FORM:

By:_____,
Patricia Rodriguez, Deputy

_____
Richard Stout, County Counsel

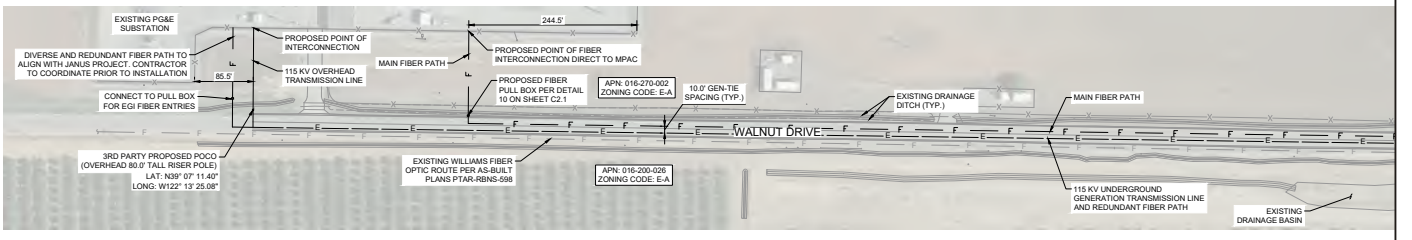
Exhibit A

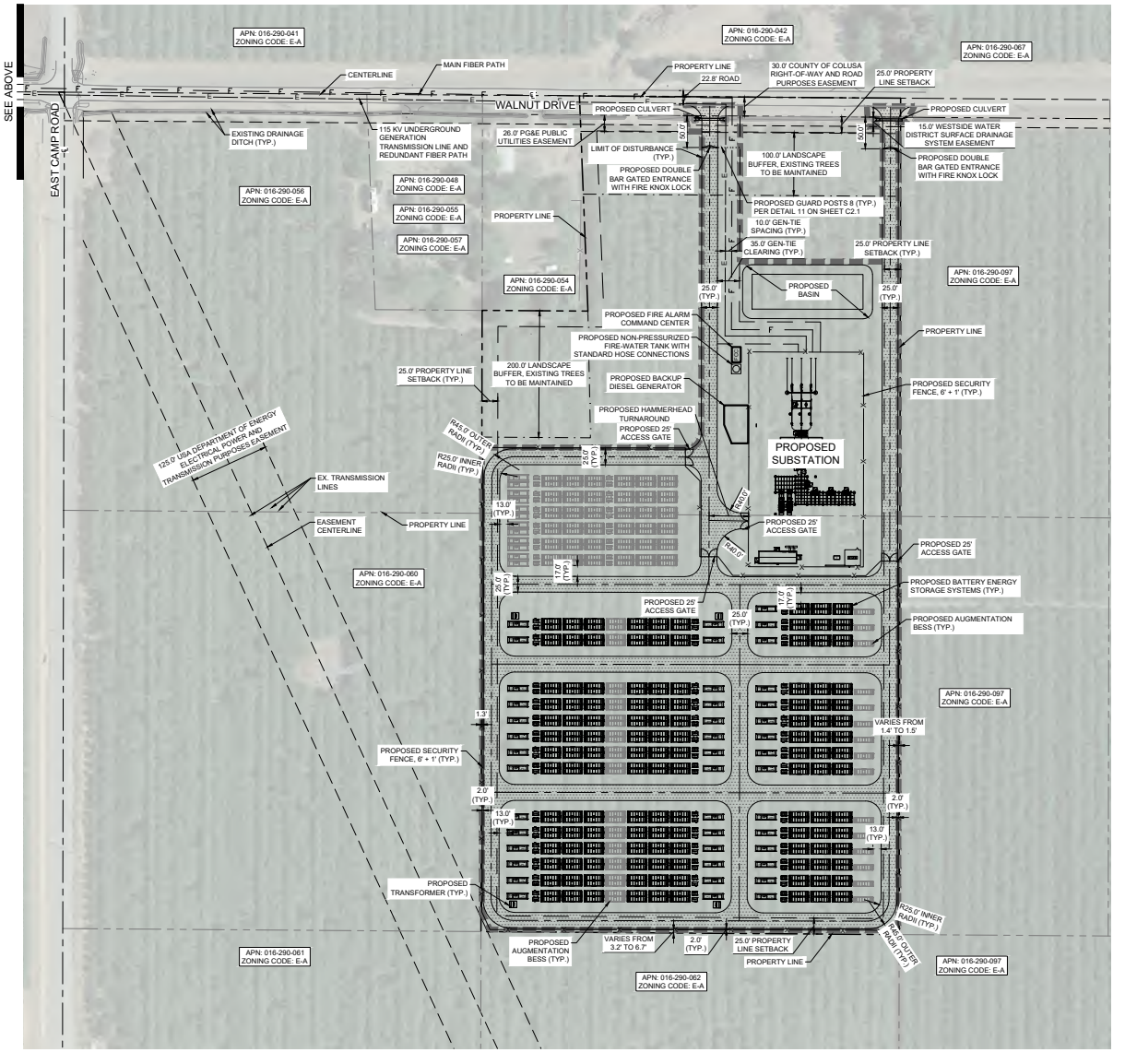


SOURCE: Maxar 2021; Open Street Map 2023; Platts 2023

Project Vicinity

Exhibit A





SOURCE: Kimley Horn 2025

Site Plan

Exhibit "D.1"

RESOLUTION OF INTENTION TO GRANT
AN ELECTRICAL LINE FRANCHISE TO SALOON ENERGY STORAGE, LLC

ON MOTION of Supervisor _____, seconded by Supervisor _____, the following Resolution is adopted:

WHEREAS, Saloon Energy Storage, LLC or its successors in interest (hereinafter referred to as "Grantee") is a limited liability company, established under the laws of the State of Texas, and duly authorized to transact business in the State of California; and,

WHEREAS, Grantee has requested that the Board of Supervisors grant it a franchise for the purpose specified in the form of the notice set forth below; and,

WHEREAS, the granting of a franchise by the County is authorized by the California Constitution, Article 11, Section 7 and Government Code section 26001; and,

WHEREAS, without in any way limiting the scope of this authority, the County has utilized the procedures specified by the Franchise Act of 1937, Public Utilities Code section 6201 *et seq*. as a means of awarding the franchise; and,

WHEREAS, the Board of Supervisors believes the public good requires that the franchise be granted; now therefore,

BE IT RESOLVED, FOUND, DETERMINED AND ORDERED by the Board of Supervisors of the County of Colusa, in regular session assembled on November 18, 2025, that it intends to grant a franchise to Grantee on the terms specified in the form of the notice set forth below and the additional terms specified in proposed ordinance entitled "AN ORDINANCE OF THE COLUSA COUNTY BOARD OF SUPERVISORS GRANTING AN ELECTRICAL LINE FRANCHISE TO SALOON ENERGY STORAGE, LLC."

BE IT FURTHER RESOLVED by the Board that objections to the granting of the franchise shall be heard at the time and place specified in the form of the notice set forth below, which the Clerk of the Board is hereby directed to publish in at least one newspaper of general circulation in the County within fifteen (15) days after the adoption of this resolution. Said notice shall be in substantially the same form:

NOTICE OF INTENTION TO GRANT FRANCHISE

NOTICE IS HEREBY GIVEN that Saloon Energy Storage, LLC, has requested that the Board of Supervisors of the County of Colusa grant it a franchise to construct, erect, renew, repair, maintain, operate, and remove or abandon in place (if acceptable to the County) a system of electric transmission lines, cables, conduit, connections, fittings and other related appurtenances and facilities necessary or convenient for the operation of said system of electric lines (hereinafter, the "Transmission Lines") within portions of the public right-of-way for an approximately .5 mile stretch of Walnut Drive at the intersection of East Camp Road in unincorporated Colusa County west of the City of Williams, as more

specifically shown on Exhibit A of the proposed ordinance, in the unincorporated territory in the County of Colusa, State of California.

If granted, the franchise shall be for a period of 34 years. During the term of the franchise, Saloon Energy Storage, LLC, its lawful successors in interest, in whole or in part (herein referred to as "Grantee"), shall annually pay to the County, in lawful money of the United States, a franchise payment (hereinafter the "Right-of-Way Occupancy Fee") of $4.00 per linear foot and include an annual increase of 3.6% after the second payment. Additionally, the ordinance would require Saloon to maintain certain levels of insurance during the term of the franchise and remove its equipment from the County right of way at the termination of the franchise.

Grantee will be responsible for payment of the Right-of-Way Occupancy Fee until such time as the Transmission Lines are removed or abandoned in place with the County's authorization. In the event the payments specified herein are not made in accordance with the terms of the franchise, the franchise shall be forfeited following the applicable cure period.

NOTICE IS HEREBY FURTHER GIVEN that any person objecting to the granting of the franchise may appear before the Board of Supervisors and be heard thereon at the hour of 9:00 a.m. on Tuesday, the 16th day of December, 2025, at the Board of Supervisors Chambers located at 546 Jay Street, Suite 108, Colusa, California.

NOTICE IS HEREBY FURTHER GIVEN that at any time not later than the hour set for the hearing of objections, any person interested may make written protest stating objections against the granting of the franchise, which protest must be signed by the protestant and be delivered to the Clerk of the Board of Supervisors. The Board of Supervisors may adjourn the hearing from time to time.

For further particulars, reference is hereby made to "RESOLUTION OF INTENTION TO GRANT AN ELECTRICAL LINE FRANCHISE TO SALOON ENERGY STORAGE, LLC" adopted by the Board of Supervisors on the 18th day of November, 2025, declaring its intention to grant the franchise and to propose ordinance entitled "AN ORDINANCE OF THE COLUSA COUNTY BOARD OF SUPERVISORS GRANTING AN ELECTRICAL LINE FRANCHISE TO SALOON ENERGY STORAGE, LLC.", an ordinance of the County of Colusa granting to Saloon Energy Storage, LLC, and its lawful successors, in whole or in part, a franchise to construct, erect, renew, repair, maintain, operate, and remove or abandon in place (if acceptable to the County) the Transmission Lines within certain public right-of-way in the unincorporated territory in the County of Colusa, State of California, both of which are on file in the office of the Clerk of the Board.

Exhibit "D.1"

PASSED AND ADOPTED by the Board of Supervisors of the County of Colusa, State of California, this _____day of _____ 2025, by the following vote:

AYES:

NOES:

ABSENT:

_____
_____, Chair
Board of Supervisors

ATTEST:
Marcus Kopf,
Interim Clerk to the Board of Supervisors

APPROVED AS TO FORM:

By:_____,
Patricia Rodriguez, Deputy

_____
Richard Stout, County Counsel

PUBLIC NOTICE

NOTICE IS HEREBY GIVEN THAT at a regular meeting of the Colusa County Board of Supervisors on December 16, 2025, at 9:00 a.m. in the Board Chambers located at 546 Jay Street, Suite 108, Colusa, CA, the Board will consider a proposed Ordinance as follows:

ORDINANCE SUMMARY

The County of Colusa is proposing to adopt an uncodified ordinance granting a franchise to Saloon Energy Storage LLC. (Saloon) for a period of 34 years. The franchise would authorize Saloon to place electric transmission lines and related appurtenances underground within the County right of way for an approximately .5 mile stretch of Walnut Drive at the intersection of East Camp Road in unincorporated Colusa County west of the City of Williams. The ordinance would require Saloon to pay an annual franchise fee of $4.00 per linear foot and include an annual increase of 3.6% after the second payment. Additionally, the ordinance would require Saloon to maintain certain levels of insurance during the term of the franchise and remove its equipment from the County right of way at the termination of the franchise.

All documentation including the complete text of the Ordinance is available for review in the Office of the Clerk of the Board. If you have questions or concerns regarding this matter, or would like to submit comments you may do so to the following: Clerk to the Board of Supervisors, 547 Market Street, Ste. 102, Colusa, CA (530)458-0508, or by e-mail at boardclerk@countyofcolusaca.gov. All persons are invited to attend and be heard.

Dated: November 19, 2025

____ORIGINAL SIGNED_____
Patrricia Rodriguez, Deputy Clerk

11/28/2025 · CCPR

RESOLUTION NO. 25-004

RESOLUTION OF THE COLUSA COUNTY PLANNING COMMISSION RECOMMENDING THAT THE BOARD OF SUPERVISORS APPROVE USE PERMIT #PD-25-6, ADOPT THE MITIGATED NEGATIVE DECLARATION AND MITIGATION MONITORING AND REPORTING PROGRAM, AND APPROVE THE FRANCHISE AGREEMENT FOR THE SALOON ENERGY STORAGE PROJECT

WHEREAS, On March 18, 2025 an application was filed by Saloon Energy Storage LLC (Applicant) requesting a Use Permit to construct, operate, and maintain a 150 megawatt (MW) battery energy storage system (BESS), and associated facilities and infrastructure (collectively, the Saloon Energy Storage Project (Project);

WHEREAS, the application also included a request for a Franchise Agreement (Franchise) with the County to construct, operate, and maintain the 0.5-mile generation intertie (gen-tie) for the Project within the County public right-of-way to interconnect the Project to the existing Pacific Gas and Electric (PG&E) Cortina Substation;

WHEREAS, the Project is located on an approximately 18.7-acre site in western Colusa County, approximately 4 miles west of the community of Williams (APNs 016-290-053 and 016-290-009);

WHEREAS, the County of Colusa is considered a Lead Agency under the California Environmental Quality Act (CEQA) for this Project; it has determined that a Mitigated Negative Declaration is appropriate and was prepared and processed pursuant to CEQA for the proposed Use Permit; the County is the custodian of the documents that constitute the record of proceedings, which are available at 1213 Market Street, Colusa, CA 95932;

WHEREAS, a Notice of Public Hearing for consideration of the proposed Mitigated Negative Declaration, Use Permit and Franchise was published in accordance with all applicable requirements;

WHEREAS, the granting of a franchise by the County is authorized by the California Constitution, Article 11, Section 7 and Government Code section 26001; and,

WHEREAS, without in any way limiting the scope of this authority, the County has utilized the procedures specified by the Franchise Act of 1937, Public Utilities Code section 6201 et seq. as a means of awarding the franchise; and,

NOW, THEREFORE, BE IT RESOLVED that the Colusa County Planning Commission recommend the Board of Supervisors take the following actions based on facts in the Staff Report, and the written and oral testimony received and exhibits presented at the public hearing:

I. Adopt the Mitigated Negative Declaration (SCH Number 2025070064) for Use Permit #PD-25-6 finding that:

A. The Initial Study was completed in accordance with the California Environmental Quality Act; that said study identified potential significant

environmental effects; and includes Mitigation Measures that would mitigate such potentially significant effects to a level less than significant.

B. The proposed Mitigated Negative Declaration is adequate and reflects the independent judgment and analysis of the County, which is the lead agency.

C. Based on the whole record, there is no substantial evidence that the Project will have a significant effect on the environment.

II. Approve the subject Use Permit with conditions as detailed in Exhibit "A" and the Mitigation Monitoring and Reporting Program detailed in Exhibit "B," both of which are attached hereto and incorporated by reference subject to the following Findings:

A. The proposed use is consistent with the General Plan and all applicable provisions of the Colusa County Zoning Code;

B. The establishment, maintenance or operation of the Saloon Energy Storage Project will not be detrimental to the health, safety, peace, morals, comfort, and general welfare of persons residing or working in the neighborhood of such proposed use, or be detrimental or injurious to property and improvements in the neighborhood or to the general welfare of the city; and

C. With the approval of the subject Use Permit, the project is consistent with the Colusa County Zoning Ordinance Exclusive Agriculture (E-A) zoning designation.

III. Adopts an ordinance approving the Franchise for the thirty-five (35) year life of the Project, detailed in Exhibit "C" attached hereto and incorporated by reference, which is necessary to grant the Applicant the requisite rights and approvals from the County to construct, operate, and maintain the Project's gen-tie along and across the County right-of-way.

NOW, THEREFORE, BE IT FURTHER RESOLVED that based upon the findings of set forth above in Sections I – III of this Resolution, the Colusa County Planning Commission recommends to the Colusa County Board of Supervisors that the Board approve the Saloon Energy Storage Project by: (1) adopting the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program, (2) approving the proposed Use Permit #PD-25-6, and (3) adopting an ordinance approving the Franchise for the Project.

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PASSED AND ADOPTED by the Colusa County Planning Commission this 3rd day of September, 2025, by the following vote:

AYES: Commissioners Dave McCullough, Gerry Nall, Elizabeth Yerxa and Heath Krug.

NOES: None.

ABSENT: Commissioner Kirk Pendleton

Heath Krug, Chair, Planning Commission

ATTEST: Xzandrea Fowler, Secretary to the Colusa County Planning Commission

Ann Nordyke, Chief Deputy Clerk

APPROVED AS TO FORM

Jennifer Sutton, Sr. Deputy County Counsel

Exhibit "A"

USE PERMIT PD #25-6
SALOON ENERGY STORAGE, LLC
COLUSA COUNTY BOARD OF SUPERVISORS

DATE: September 3, 2025

PERMIT NO.: UP #PD-25-6

LOCATION: APN's: 016-290-009 & 016-290-053

Pursuant to Colusa County's Zoning Ordinance, SALOON ENERGY STORAGE, LLC is hereby granted a Use Permit in accordance with the application filed to construct, operate, maintain, and decommission (in the future) a battery energy storage system (BESS) and associated facilities and infrastructure (Project) subject to all of the following Conditions of Approval:

CONDITIONS OF APPROVAL

A. Failure to comply with the conditions specified herein as the basis for approval of application and issuance of the Use Permit constitutes cause for the revocation of said permit in accordance with the procedures set forth in the Colusa County Code and Zoning Ordinance.

B. Unless otherwise provided for in a Condition of Approval to this Use Permit, all conditions must be completed prior to or concurrently with the establishment of the granted use to the satisfaction of the zoning administrator.

C. The use shall be limited to the Project described in the Saloon Energy Storage Environmental Checklist – Initial Study and Mitigate Negative Declaration of Environmental Significance (SCH No. 2025070064). Minor changes may be approved by the Zoning Administrator pursuant to Section 44-1.80.030 of the County Code. Changes deemed major or significant by the Zoning Administrator shall require an application amendment, which must be reviewed by the Planning Commission.

D. All requirements of the Mitigation and Monitoring Program adopted by the Board of Supervisors in Exhibit "B" of the Board's approval Resolution are herein incorporated by referenced as conditions of this Use Permit approval.

E. The terms and conditions of this permit shall run with the land and shall be binding upon and be to the benefit of the heirs, legal representatives, successors and assigns of the Permittee.

F. The use granted by this permit must be established within 24 months per the County Code. Upon written request by the applicant, the original review authority for the permit may extend the time limit for the permit per the County Code. If any use for which a Use Permit has been granted is not established within 24 months and no time extension has been granted, this Use Permit shall become null and void and re-application and a new permit

shall be required prior to establishment of the use. The two-year period described herein will be tolled during the pendency of any legal challenge to the Use Permit.

G. 1.) The Project developer agrees, as a condition of issuance and use of this entitlement, to indemnify and defend the County, at applicant's sole cost and expense, in any claim, action, or proceeding filed against the County within 180-days after the issuance of this entitlement because of, or resulting from, any preliminary approval or actual issuance of this entitlement, or, in the alternative, to relinquish such entitlement. Applicant shall directly pay for any damages, court costs and attorney fees which the County may be required by a court to pay as a result of such claim, action or proceeding.

2.) The County shall promptly notify the applicant of any such claim, action, or proceeding. 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 to fully indemnify and defend the County against any such action. Should the County participate in the defense of any such claim, action, or proceeding at any level, the applicant shall pay to the County all County costs for County staff time and materials and any third-party contractor that the County employs to assist the County in said defense or is incurred as a result of the applicant's entitlement.

3.) In order to pay to the County for all of its costs (whether be it for County staff time and materials or any third-party contractor that the County employs) the applicant shall within thirty (30) days of being notified by the County of any claim, action, or proceeding arising out of the applicant's entitlement deposit an amount which equals fifty percent (50%) of the estimated amount of the County costs in participating in said defense as determined by the County Counsel. The County shall provide the applicant an accounting of all costs charged against this deposit. The County shall notify the applicant when the balance has been reduced by approximately half (50%) and the applicant shall within fourteen (14) days of being notified deposit with the County the necessary funds to return the deposit balance to fifty percent (50%) of the estimated amount of the County costs in participating in said defense. At any time during any such defense of the applicant's entitlement, the County Counsel may amend the estimated cost. Should the estimated costs increase, the applicant shall be responsible for increasing the balance of the deposit to half (50%) of the new estimated amount.

4.) Should the applicant fail to comply with the conditions under which this entitlement was approved, county shall provide notice to applicant of such failure, and following such notice applicant continues to be in non-compliance, the applicant agrees that the County may revoke any such approval. Any such revocation does not relieve the applicant to pay to the County all costs and expenses incurred due to any claim, action, or proceeding brought against the County as a result of approving the applicant's entitlement.

H. The Project developer shall comply with all other applicable federal, state, and local laws, statutes, ordinances and regulations, which may include but is not limited to:

1.) Colusa County Environmental Health Division;

2.) Colusa County Air Pollution Control District;

3.) Williams Fire Protection Authority;

4.) California Regional Water Quality Control Board;

5.) California Department of Fish and Wildlife;

6.) U.S. Fish and Wildlife Service;

7.) Pacific Gas & Electric (PG&E); and

8.) California Public Utilities Commission (CPUC)

I. The Project developer shall comply with the current version of the California Building Standards Code adopted in Chapter 5 of the County Code in effect at the time of building permit submittal.

J. The final color of the metal battery enclosures shall be submitted to the Community Development Director for review and approval prior to installation. In general, the color shall be white as per industry and manufacturing standards.

K. Project related semi-truck construction traffic and off-site construction shall be limited to Mondays through Friday 7:00 am to 5:00 pm. On-site construction activities shall be limited to Mondays through Friday 7:00 am to 7:00 pm and from 8:00 am though 5:00 pm on Saturdays. If circumstances arise requiring traffic outside of these hours, applicant will submit a request to County for approval.

L. 1) Prior to the commencement of any construction activities involving heavy truck hauling, the applicant shall prepare and submit a Construction Haul Route Plan to the Colusa County Department of Public Works for review and approval. The plan shall identify all proposed haul routes on County-maintained roads, estimated truck volumes, anticipated vehicle types, and any special transportation permits required for oversize or overweight loads.

2) The applicant shall also prepare a Road Damage Assessment Report documenting the pre-construction condition of all County roads along the approved haul routes. The report shall include GPS-referenced photographs and/or video, pavement condition ratings where practical, and identification of any existing deficiencies.

3) Within 60 days of substantial completion of project construction and the cessation of heavy truck hauling, the applicant shall conduct a post-construction condition

survey along the same haul routes and prepare an updated Road Damage Assessment Report comparing pre- and post-construction conditions.

4) If the post-construction survey determines that project construction truck traffic caused damage to County roads, the applicant shall enter into and comply with a Road Damage Agreement with the Colusa County Department of Public Works. This agreement shall require the applicant to repair any such damage to the satisfaction of the County, or reimburse the County for the full cost of such repairs, prior to final project sign-off.

5) No grading or building permits shall be issued until the haul route plan and pre-construction road damage assessment have been approved by the Department of Public Works, and the applicant has executed the required Road Damage Agreement.

M. Prior to commencement of construction, the Applicant shall identify a single point of contact to receive any complaints (including but not limited to noise, traffic, and other issues) and shall forward this contact and their contact information to the Community Development Director. The Applicant shall also mail a notice of this contact information to property owners adjacent to the Project development. Within 48 hours of receiving any complaint, the complaint contact shall notify the Community Development Director of any complaint.

N. Prior to construction commencing, the application shall contact Caltrans and the Colusa County Public Works Department to determine any appropriate locations for Construction Warning signs along County Roads. The placement of such signage shall be subject to Caltrans and the Public Works Department's specifications. The results of these determinations shall be submitted to the Community Development Director for review and approval prior to construction commencing.

O. Should metal power poles be used for the gen-tie connection, the poles shall be finished in a color to minimize reflection. Prior to installation of the poles, the finish shall be submitted to the Community Development Director for review and approval.

P. Prior to permit issuance, the applicant shall pay all required fees, including but not limited to the Williams Fire Protection Authority determined development impact fees.

Q. Prior to building permit issuance, the applicant shall submit a Battery Energy Storage System (BESS) decommissioning plan outlining the process for safely and efficiently dismantling and removing the BESS at the end of its operational life. The BESS decommissioning plan shall include an engineer's estimate for decommissioning and returning the project site back to the pre-existing development state and a bond or other surety in a form satisfactory to the County Counsel to ensure said decommissioning shall be submitted to the Community Development Director for review and approval. Every five (5) years an updated engineer's estimate for said decommissioning shall be submitted to the Community Development Director for review and approval and the surety shall be updated as necessary. Two years prior to the decommissioning of plant, the applicant shall

submit an updated engineer's to the Community Development Director for review and approval. This plan shall detail the actions required to return the property to its pre-development condition. An updated engineer's estimate of the cost of this decommissioning shall accompany the plan and prior to the approval of said plan, an updated bond or other surety in a form satisfactory to the County Counsel for cost of decommissioning the project shall be submitted to the County.

R. Prior to issuance of building permits or installation of any security fencing, the design of this fencing shall be submitted to the Community Development Director for review and approval.

S. Prior to issuance of building permits or installation of any exterior lighting, the lighting plan shall be submitted to the Community Development Director for review and approval. The design and placement of all exterior lighting shall comply with the Outdoor Lighting requirements set forth in Zoning Code Section 44-3.30, and shall be designed to minimize light spillover, glare, and impacts to adjacent properties, while maintaining safety and security.

T. Prior to issuance of building permits, the Applicant shall submit a status of all requirements contained in the Mitigation and Monitoring Report Program to the Community Development Director. Said status shall specify the status and timing of completion of all mitigation measures to the satisfaction of the Community Development Director.

U. Should water be provided from an offsite purveyor, prior to building permit issuance, a "will-serve" letter from the City of Williams, or other water source, committing to providing water for the construction and operation of the project shall be provided to the satisfaction of the Community Development Director.

V. A grading permit pursuant to County Code Chapter 9: Land Grading and Leveling shall be obtained. Included in said permit application shall be the specific provisions to ensure that there is no net increase in stormwater flows, change in drainage patterns for water leaving the site, and that the water quality for stormwater flows and water that percolates not degraded.

W. Noise levels from the Battery Energy Storage Systems (BESS) and other on-site equipment shall comply with the maximum noise levels permitted by the Colusa County General Plan.

X. Prior to operation, the project proponent shall submit detailed information regarding the proposed use to the Colusa County Environmental Health Division and provide the following:

1.) A Hazardous Materials Business Plan (HMBP) that includes all necessary information to prevent or mitigate potential environmental contamination and worker exposure.

2.) A Spill Prevention, Control, and Countermeasure (SPCC) Plan addressing the handling of fuels, lubricants, and other hazardous materials used during operations.

3.) Portable sanitation facilities, which shall be provided and maintained in a safe and sanitary condition, so as not to pose a public health hazard or nuisance.

Y. The project site includes two separate legal parcels (APNs 016-290-009 and 016-290-053). No structure, including but not limited to Battery Energy Storage Systems (BESS), shall cross property lines. All proposed development must occur entirely within the boundaries of a single parcel unless a Lot Merger is approved by the County and formally recorded to combine the parcels into a single legal lot.

Z. The Project would be subject to CARB's In-Use Off-Road Diesel Vehicle Regulation which applies to certain off-road diesel engines, vehicles, or equipment greater than 25 horsepower. The regulation (1) imposes limits of construction vehicles to no more than 5 minutes for idling, requires a written idling policy, and requires a disclosure when selling vehicles; (2) requires all vehicles to be reported to CARB (using the Diesel Off-Road Online Reporting System) and labeled; (3) restricts the adding of older vehicles into fleets starting on January 1, 2014; and (4) requires fleets to reduce their emissions by retiring, replacing, or repowering older engines or installing Verified Diesel Emission Control Strategies (i.e., exhaust retrofits).

AA. Applicant will incorporate project design features (PDFs) intended to reduce emissions of criteria air pollutants, reduce emissions of toxic air contaminants (TACs), and reduce incidental spills from vehicles to minimize the Project's environmental impacts, as follows:

PDF-AQ-1: The Project applicant shall use a California Air Resources Board (CARB) certified Tier 4 Final engine for the diesel generator to be used during the commissioning phase of construction and, if required, as an emergency generator during operations.

PDF-AQ-2: Standard construction practices that would be employed to reduce fugitive dust emissions include watering of the active sites 2 times per day, depending on weather conditions.

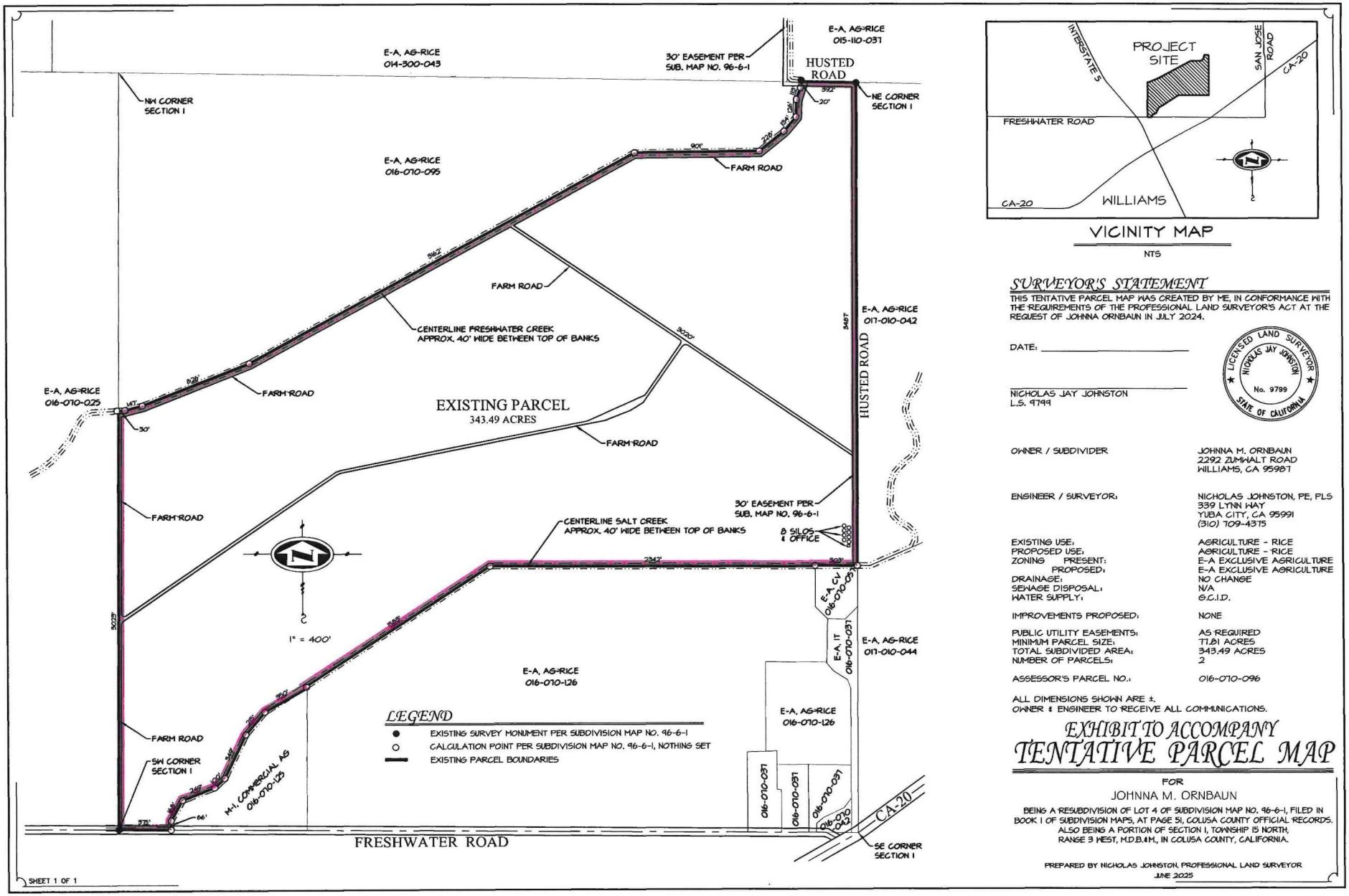
PDF-WQ-1: The Project applicant shall properly maintain all construction, operational, and decommissioning vehicles and equipment to prevent incidental spills of oil, grease, hydraulic fluids, and fuel onto paved Project driveways and accessways.

BB. This approval shall become effective ten (10) days from the date of this decision unless appealed pursuant to Section 44-1.80.080 of the County Code.

CC. The existing orchard shall be maintained in good health and agricultural condition consistent with accepted industry standards, including regular watering, spraying, and pruning, for the life of the project. When trees are removed due to age, disease, or other causes, they shall be replaced with trees of similar type and density to maintain the orchard's function as an agricultural buffer. All maintenance and replacement activities shall be conducted in a manner that avoids adverse impacts to adjacent agricultural operations and preserves the agricultural character of the site.

Exhibit "A"
USE PERMIT PD #25-6

EXHIBIT "A""



VICINITY MAP

NTS

SURVEYOR'S STATEMENT

THIS TENTATIVE PARCEL MAP WAS CREATED BY ME, IN CONFORMANCE WITH THE REQUIREMENTS OF THE PROFESSIONAL LAND SURVEYOR'S ACT AT THE REQUEST OF JOHNNA ORNBAUN IN JULY 2024.

DATE: _____

_____
NICHOLAS JAY JOHNSTON
L.S. 9799

LICENSED LAND SURVEYOR
NICHOLAS JAY JOHNSTON
No. 9799
STATE OF CALIFORNIA

OWNER / SUBDIVIDER	JOHNNA M. ORNBAUN 2292 ZUMWALT ROAD WILLIAMS, CA 95987
ENGINEER / SURVEYOR:	NICHOLAS JOHNSTON, PE, PLS 339 LYNN WAY YUBA CITY, CA 95991 (310) 709-4375
EXISTING USE:	AGRICULTURE - RICE
PROPOSED USE:	AGRICULTURE - RICE
ZONING PRESENT:	E-A EXCLUSIVE AGRICULTURE
PROPOSED:	E-A EXCLUSIVE AGRICULTURE
DRAINAGE:	NO CHANGE
SEWAGE DISPOSAL:	N/A
WATER SUPPLY:	G.C.I.D.
IMPROVEMENTS PROPOSED:	NONE
PUBLIC UTILITY EASEMENTS:	AS REQUIRED
MINIMUM PARCEL SIZE:	77.81 ACRES
TOTAL SUBDIVIDED AREA:	343.49 ACRES
NUMBER OF PARCELS:	2
ASSESSOR'S PARCEL NO.:	016-070-096

ALL DIMENSIONS SHOWN ARE ±.
OWNER & ENGINEER TO RECEIVE ALL COMMUNICATIONS.

EXHIBIT TO ACCOMPANY TENTATIVE PARCEL MAP

FOR

JOHNNA M. ORNBAUN

BEING A RESUBDIVISION OF LOT 4 OF SUBDIVISION MAP NO. 96-6-1, FILED IN BOOK 1 OF SUBDIVISION MAPS, AT PAGE 51, COLUSA COUNTY OFFICIAL RECORDS. ALSO BEING A PORTION OF SECTION 1, TOWNSHIP 15 NORTH, RANGE 3 WEST, M.D.B.&M., IN COLUSA COUNTY, CALIFORNIA.

PREPARED BY NICHOLAS JOHNSTON, PROFESSIONAL LAND SURVEYOR
JUNE 2025

EXHIBIT "A""

Exhibit "B"
Saloon Energy Storage Project

Mitigation Monitoring and Reporting Program

Impact	Requirement	Timeframe of Mitigation	Monitoring, Enforcement, and Reporting Responsibility
IMPACT 1(c): In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality? **Impact 2(a)**: Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	**AGR-1: Decommissioning Plan** Prior to issuance of a building and grading permits, a Decommissioning Plan encompassing the entire Project site, including ancillary facilities, shall be prepared to describe the approach to removal of facilities and equipment associated with the permanent closure of all or a portion of the Project. The Decommissioning Plan shall include a farmland restoration component and the entire Project area would be returned to agricultural production. Pre-construction conditions would be documented by digital photography and used as references to adequately restore the Project site to its previous condition. This information would be reviewed before decommissioning demolition documents are prepared and would be included in the submittal of an Existing Conditions Report to the County. Preconstruction documentation would also include descriptions of existing vegetative and soil conditions, as well as existing topography and drainage patterns. In order to restore the site to preconstruction conditions, activities may consist of decompaction of the topsoil by disking or tilling and fertilization.	Prior to issuance of a building and grading permits	Colusa County
IMPACT 4(a): have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service.	**BIO-1: Protection of Special Status Species** A Worker Environmental Awareness Program (WEAP) for all personnel employed or otherwise working on the Project shall be administered before any Project construction activities commence. The WEAP shall consist of a presentation prepared by a qualified biologist that includes a discussion of the biology and status of the Swainson's hawk, burrowing owl, American badger, nesting birds, roosting bats, and all Project mitigation measures. Upon completion of the WEAP, Project personnel shall sign a form to document attendance of the program and understanding of mitigation measures.	Prior to construction	Colusa County & Qualified Biologist

Exhibit "B"

Impact	Requirement	Timeframe of Mitigation	Monitoring, Enforcement, and Reporting Responsibility
IMPACT 4(d): Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	**BIO-2: Nesting Season** Vegetation removal and initial ground-disturbing activities, to the extent feasible, should be conducted outside the nesting season, which generally occurs February through August, to avoid potential impacts to nesting birds. If vegetation removal and initial ground-disturbing activities occur during the nesting season, all suitable habitats shall be thoroughly surveyed by a qualified biologist for the presence of nesting birds before commencement of clearing. If any nests are detected, a suitable buffer shall be delineated, flagged, and avoided until the nesting cycle is complete, as determined by a qualified biologist. Avoidance buffers will be based on species of nesting bird and disturbance type, as determined by a qualified biologist, and will be no less than 50 feet for passerines and 500 feet for raptors.	Outside the nesting season, September through January	
	BIO-3: Pre-Construction Clearance Survey For Bats A pre-construction clearance survey for bats shall be conducted within 1 month prior to the start of construction to determine if any bats are currently roosting within the Project site. The pre-construction survey shall consist of a daytime roost assessment by a qualified biologist to determine if any bats or sign of active roosting is present. An emergence survey at dusk shall be conducted after the roost assessment is completed to observe if any bats are emerging from suitable roost locations within the Project site. Additionally, acoustic monitoring shall occur concurrently with the emergence survey to determine if any bats are echolocating within the Project site, identify the echolocating species, and determine the relative level of bat activity on the site. Bat echolocation calls shall be analyzed off-site using Sonobat software (or equivalent) and manual vetting to identify calls to the species level. If no bats are observed during the pre-construction survey, the project may commence without potential impacts to bats. If bats are present in any structure or tree slated for removal, a bat exclusion plan will be developed by a qualified biologist in consultation with CDFW. At a minimum, the exclusion plan will include methods and recommendations for installation of alternative roost habitat upon completion of the project (e.g. constructed bat houses).	Shall be conducted within 1 month prior to the start of construction	
	BIO-4: Swainson's Hawk To determine whether Swainson's hawks are nesting in the vicinity of the Project, surveys should be conducted as outlined in the Swainson's Hawk Technical Advisory Committee's Recommended Timing and Methodology for Swainson's Hawk Nesting Surveys in California's Central Valley (SHTAC 2000). Surveys should be conducted for at least 4 hours in the morning and 4 hours in the evening on each survey day. If active Swainson's hawk nests are identified, an avoidance buffer of 0.5 miles shall be established around active nests consistent with the Staff Report Regarding Mitigation for Impacts to Swainson's Hawks in the Central Valley of California (CDFG 1994). No construction within avoidance buffers shall be allowed until a qualified biologist has determined that the nest is no longer active (e.g., the nestlings have fledged and are	Conduct Surveys as outlined in the SHTAC 2000	

Exhibit "B"

Impact	Requirement	Timeframe of Mitigation	Monitoring, Enforcement, and Reporting Responsibility
	no longer reliant on the nest). If it is not feasible to maintain a 0.5-mile buffer for an active Swainson's hawk nest to reasonably accommodate construction, maintenance, or decommissioning activities, the established buffer distance may be reduced through coordination with CDFW. Project activities within the reduced buffer shall be monitored at the discretion of a qualified biologist and based on coordination with CDFW. **BIO-5: Burrowing Owl** No more than 14 days prior to initiation of ground-disturbing activities, a qualified biologist shall conduct a burrowing owl take avoidance survey of the Project site and surrounding areas to a distance of 150 meters, in accordance with the methods outlined in the Staff Report on Burrowing Owl Mitigation (CDFG 2012). The pre-construction survey shall cover all areas within 150 meters of the Project site. If construction activities cease for a period of 14 days, the site shall be re-surveyed for burrowing owls prior to the resumption of construction activities. If no burrowing owl, their burrows, or their sign are documented within the Project area, no further measures are necessary. If burrowing owls or active burrows are identified within the Project site during the surveys, appropriate exclusion zones will be established based on time of year and status of the burrow (breeding or wintering), per the Staff Report on Burrowing Owl Mitigation (CDFG 2012). If complete avoidance is not feasible, consultation on an Incidental Take Permit will be undertaken with CDFW, including a plan for passive relocation, if appropriate, and any mitigation necessary to offset impacts purchased through an approved mitigation bank or other CDFW-approved mitigation property. **BIO-6: American Badger** To avoid and minimize impacts to American badger, the following measures shall be applied: • Prior to the commencement of construction activities, a special-status wildlife survey shall be conducted, focusing on the habitat where special-status wildlife species are likely to occur within the Project site. These surveys shall be conducted in the appropriate season to ensure accurate presence/absence results. • Already disturbed lands shall be used for Project activities and staging areas whenever feasible. • Speed limits within the Project site shall not exceed 15 miles per hour. • Excess light and noise shall be minimized, especially if work occurs during the evening when wildlife tends to be more active.	14 days prior to initiation of ground-disturbing activities Prior to the commencement of construction activities	

Exhibit "B"

Impact	Requirement	Timeframe of Mitigation	Monitoring, Enforcement, and Reporting Responsibility
	• If the species is detected within the Project site during pre-activity surveys, a mitigation and relocation plan will be created and implemented in consultation with CDFW. The relocation plan will, at a minimum, provide methods for passive relocation including burrow monitoring, exclusion and collapsing. American badgers have large home ranges and are expected to passively relocate to alternative dens.		
IMPACT 5(b): Would the project cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?	**CUL-1: : Inadvertent Discovery of Archaeological Resources During Construction** In the event that archaeological resources (sites, features, or artifacts) are exposed during Project construction activities, all construction activities within 100 feet of the discovery shall immediately stop until a qualified archaeologist, meeting the Secretary of the Interior's Professional Qualification Standards, can evaluate the significance of the find and determine whether or not additional study is warranted. Recommendations will be dependent upon the potential for the find to be considered significant under CEQA (14 CCR 15064.5(f); PRC Section 21082). If the discovery proves potentially significant under CEQA, coordination shall occur with Colusa County and consulting tribes as identified during AB 52 consultation. Additional work such as preparation of an archaeological treatment plan, testing, or data recovery may be warranted and should be developed based on the conditions and nature of the find, as determined by the qualified archaeologist.	Prior to construction and during construction	Colusa County & Qualified Archaeologist
IMPACT 5(c): Would the project disturb any human remains, including those interred outside of formal cemeteries?	**CUL-2: Inadvertent Discovery of Human Remains During Construction** In accordance with Section 7050.5 of the California Health and Safety Code, if human remains are found, the County Coroner shall be immediately notified of the discovery. No further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent remains shall occur until the County Coroner has determined, within 2 working days of notification of the discovery, if the remains are of human origin. If the County Coroner determines that the remains are, or are believed to be, Native American, the County Coroner shall notify the NAHC in Sacramento within 24 hours. In accordance with California Public Resources Code, Section 5097.98, the NAHC must immediately notify those persons it believes to be the most likely descendant (MLD) of the deceased Native American. The MLD shall provide recommendations on next steps within 48 hours of being granted access to the site. The MLD would then determine, in consultation with the property owner, the disposition of the human remains and/or related burial goods. If the MLD and the other parties do not agree on the next steps, then, in accordance with California Public Resources Code, Section 5097.98(e), the landowner (or authorized representative) shall reinter the human remains and items associated with Native American human remains with appropriate dignity on the property in a location not subject to further and future subsurface disturbance.	Prior to construction and during construction	Colusa County & Qualified Archaeologist

Exhibit "B"

Impact	Requirement	Timeframe of Mitigation	Monitoring, Enforcement, and Reporting Responsibility
IMPACT 7(b): Result in substantial soil erosion or the loss of topsoil? **IMPACT 10(a):** Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality? **IMPACT 10(c.i):** Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would: i) result in substantial erosion or siltation on- or off-site;	**GEO-1: SWPP** Prior to commencement of any grading activity on-site, the applicant shall prepare an erosion control plan and develop and implement a SWPPP (with associated BMPs), to be implemented following Project decommissioning. The plan shall include flow control measures to manage water flow and prevent erosion, such as silt fences and check dams; sediment control measures such as installation of sediment traps and silt fences to capture eroded soil before it leaves the site; and soil stabilization techniques such as mulching, seeding, and erosion control blankets to stabilize exposed soil. The soil erosion plan shall be prepared by a Qualified SWPPP Developer (QSD) and implemented by a Qualified SWPPP Practitioner (QSP), as designated by the State Water Resources Control Board. The erosion control plan shall be implemented until vegetation has been reestablished on-site.	Prior to commencement of any grading activity on-site	Colusa County & Qualified SWPPP Developer
IMPACT 7(f): Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	**GEO-2: Paleontological Resources Mitigation and Monitoring Program** Prior to commencement of any grading activity on-site, the applicant shall retain a qualified paleontologist per the Society of Vertebrate Paleontology (2010) guidelines. The paleontologist shall prepare a Paleontological Resources Mitigation and Monitoring Program for the Project. The Paleontological Resources Mitigation and Monitoring Program shall be consistent with the SVP (2010) guidelines and must outline: requirements for preconstruction meeting attendance and worker environmental awareness training; where monitoring is required within the Project site based on construction plans and/or geotechnical reports; procedures for adequate paleontological monitoring and discoveries treatment; and paleontological methods (including sediment sampling for microvertebrate fossils), reporting, and collections management. The qualified paleontologist shall attend the preconstruction meeting and a qualified paleontological monitor shall be on-site during all rough grading and other significant ground-disturbing activities (including augering that is 2 feet in diameter or greater) in previously undisturbed, fine-grained Pleistocene and/or alluvial deposits. In the event that paleontological resources (e.g., fossils) are unearthed during grading, the paleontological monitor will temporarily halt and/or divert grading activity to allow recovery of paleontological resources. The area of discovery will be roped off with a 50-foot radius buffer. Once documentation and collection of the find is completed, the monitor will remove the rope and allow grading to recommence in the	Prior to commencement of any grading activity on-site	Colusa County& Qualified Paleontologist

Exhibit "B"

Impact	Requirement	Timeframe of Mitigation	Monitoring, Enforcement, and Reporting Responsibility
	area of the find. Costs associated with fossil laboratory work and museum curation fees are the responsibility of the Project Applicant.		
IMPACT 9(b): Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment? **IMPACT 9(g):** Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?	**HAZ-1: Emergency Response Plan and Hazard Mitigation Analysis** Prior to building permit issuance, the applicant shall prepare an Emergency Response Plan and Hazard Mitigation Analysis for review and approval by the Williams Fire Protection Authority.	Prior to building permit issuance	Colusa County & Williams Fire Protection Authority
IMPACT 13(a): Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	**NOI-1: Noise Reducing Measures** Prior to grading permit issuance, Colusa County shall ensure the following: ▪ • A temporary noise barrier 8 feet in height shall be erected and maintained along the Project Site property boundary during the grading phase. • A temporary noise barrier 8 feet in height shall be erected and maintained at the Project Site property boundary along the east and south property boundaries for the parcel occupied by R2, during all phases of project construction. • Temporary noise barriers shall provide attenuation of at least 25 STC (Sound Transmission Class), which may be achieved with exterior rated sound blankets affixed to standard chain-link fence support systems. • During construction, stationary construction equipment shall be placed such that emitted noise is directed away from or shielded from sensitive noise receivers. • During construction, stockpiling and vehicle staging areas shall be located as far as practical from noise sensitive receptors. • Project related semi-truck construction traffic and off-site construction shall be limited to Mondays through Friday 7:00 am to 5:00 pm. On-site construction activities shall be limited to Mondays through Friday 7:00 am to 7:00 pm and from 8:00 am though 5:00 pm on Saturdays. If circumstances arise requiring traffic outside of these hours, applicant will submit a request to County for approval.	Prior to grading permit issuance	Colusa County
IMPACT 15(a): Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities,	**PUB-1 Fire Protection and Mitigation Agreement** The applicant shall provide evidence that they have entered into a Fire Protection and Mitigation Agreement with the Williams Fire Protection Authority (WFPA) prior issuance of building and grading permits to make a fair-share contribution toward local emergency response capabilities. The funding shall be used by the WFPA to mitigate	Prior to building or grading permit issuance	Colusa County & Williams Fire Protection Authority

Impact	Requirement	Timeframe of Mitigation	Monitoring, Enforcement, and Reporting Responsibility
need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times, or other performance objectives for any of the public services: (Fire Protection)	risks of wildfires and to enhance fire suppression and emergency services capabilities for the Proposed Project.		
IMPACT 17(c): Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)? **IMPACT 17(d):** Result in inadequate emergency access?	**TRAF-1: Construction Traffic Management Plan** Prior to initiation of construction activities, a Construction Traffic Management Plan will be prepared by the contractor and filed with the County. Potential traffic management measures may include: • Warning signage to meet County and California Department of Transportation requirements for driver awareness of construction activity in the vicinity. • Staggering work shifts to reduce peak periods of congestion. • Limiting time for heavy truck deliveries. • Using flaggers at key locations to alert motorists to slow-moving trucks. • Providing an information packet for affected residents, to be determined in consultation with the County, to bring awareness to the Project activities and measures to minimize impacts. • Informing emergency service providers of construction traffic schedule.	Prior to construction	Colusa County
IMPACT 18(a): Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resour Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code Section 5020.1(k), orces as defined in Public Resources Code Section 5020.1(k), or **IMPACT 18(b):** A resource determined by the lead agency,	**TCR-1: Unanticipated/Inadvertent Discoveries of Tribal Cultural Resources (TCRs)** If any suspected TCRs are discovered during ground disturbing construction activities, all work shall cease within 100 feet of the find, or an agreed upon distance based on the project area and nature of the find. A Tribal Representative from a California Native American tribe that is traditionally and culturally affiliated with a geographic area shall be immediately notified and shall determine if the find is a TCR (PRC §21074). The Tribal Representative will make recommendations for further evaluation and treatment as necessary. When avoidance is infeasible, preservation in place is the preferred option for mitigation of TCRs under CEQA protocols. Culturally appropriate treatment may be, but is not limited to, processing materials for reburial, minimizing handling of cultural objects, leaving objects in place within the landscape, or returning objects to a location within the project area where they will not be subject to future impacts. Permanent curation of TCRs will not take place unless approved in writing by the Yocha Dehe	During construction	Colusa County & Tribal Representative

Exhibit "B"

Impact	Requirement	Timeframe of Mitigation	Monitoring, Enforcement, and Reporting Responsibility
in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1? In applying the criteria set forth in subdivision (c) of Public Resources Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.	Wintun Nation or by the California Native American Tribe that is traditionally and culturally affiliated with the project area. The contractor shall implement any measures deemed by the CEQA lead agency to be necessary and feasible to preserve in place, avoid, or minimize impacts to the resource, including, but not limited to, facilitating the appropriate tribal treatment of the find, as necessary. Treatment that preserves or restores the cultural character and integrity of a TCR may include Tribal Monitoring, culturally appropriate recovery of cultural objects, and reburial of cultural objects or cultural soil. Work at the discovery location cannot resume until all necessary investigation and evaluation of the discovery under the requirements of the CEQA, including AB52, have been satisfied. **TCR-2 Prior and Post Ground Disturbance** A minimum of 14 days prior to beginning earthwork, clearing and grubbing, or other soil disturbing activities, the applicant shall notify lead agency of the proposed earthwork start-date. The lead agency shall contact the Yocha Dehe Wintun Nation with the proposed earthwork start-date and a Tribal Representative or Tribal Monitor shall be invited to provide an on-site meeting for construction personnel information on TCRs and workers awareness brochure. **TCR-3 Tribal Awareness Training** The Applicant/contractor shall coordinate with the Yocha Dehe Wintun Nation to provide a tribal cultural resources sensitivity and awareness training program for all personnel involved in project construction, including field consultants and construction workers, at their own expense. The training shall be conducted before any project-related construction activities begin at the project site. The training will include relevant information regarding sensitive cultural resources and tribal cultural resources, including applicable regulations, protocols for avoidance, and consequences of violating State laws and regulations. The training will also describe appropriate avoidance and impact minimization measures for cultural resources and tribal cultural resources that could be located at the project site and will outline what to do and who to contact if any potential cultural resources or tribal cultural resources are encountered. It will emphasize the requirement for confidentiality and culturally appropriate treatment of any discovery of significance to Native Americans and will discuss appropriate behaviors and responsive actions, consistent with Native American tribal values. All ground-disturbing equipment operators shall be required to receive the training and sign a form that acknowledges receipt of the training.	14 days prior to beginning any soil disturbing activities Prior to any construction	Colusa County & Tribal Representative Colusa County & Tribal Representative

Exhibit "C"

DRAFT

ORDINANCE NO._____

AN ORDINANCE OF THE COLUSA COUNTY BOARD OF SUPERVISORS GRANTING AN ELECTRICAL LINE FRANCHISE TO SALOON ENERGY STORAGE, LLC.

Whereas, Saloon Energy Storage, LLC., (hereinafter referred to as "**GRANTEE**") plans to build a renewable energy project ("**Project**") in Colusa County, which Project will bring to Colusa County certain community benefits, including but not limited to jobs, electric infrastructure support, and other related benefits to residents of Colusa County (hereinafter referred to as "**COUNTY**"); and

Whereas, COUNTY has adopted a Mitigated Negative Declaration and a Mitigation Monitoring and Reporting Program pertaining to the Project pursuant to Resolution No. _____, which findings are incorporated herein by reference.

Based, therefore, on the foregoing, the Board of Supervisors of the COUNTY hereby ordains as follows:

SECTION 1. The COUNTY, hereby grants the right and franchise to GRANTEE, for the period of thirty-five (35) years from and after the effective date of this Ordinance, to construct, erect, renew, repair, maintain, operate, and remove or abandon in place (if acceptable to the COUNTY) a system of electric transmission lines, cables, conduit, connections, telecommunication cables, fittings and other related appurtenances and facilities necessary or convenient for the operation of said system of electric lines (hereinafter the "**Transmission Lines**"), under, along and across those COUNTY public highways, streets, COUNTY roads, or public thoroughfares, in the unincorporated territory in the County of Colusa, State of California as are more specifically described and shown on Exhibit A attached to and incorporated into this Ordinance (hereinafter, the "**Public Right-of-Way**").

SECTION 2. Said Transmission Lines and appurtenances shall be installed in and under said Public Right-of-Way shown in Exhibit A in such a manner as not to do any damage of a permanent nature thereto nor interfere with the public right to travel over, along and across the affected streets and roads and thereafter shall be maintained in a good and safe condition.

SECTION 3. The work of laying and constructing Transmission Lines pursuant to this franchise shall be performed in accordance with the provisions of this Ordinance and any permits required to be obtained from COUNTY and as more fully described in Section 5 below.

SECTION 4. GRANTEE shall comply with California Government Code, Section 4216.1 (or its successor statute) by obtaining and maintaining membership in the Underground Service Alert Network of Northern California for the duration of the franchise. GRANTEE shall submit documentation to the Department of Public Works that it is a member of the Underground Service Alert Network within thirty days of the effective date of this franchise, and every year thereafter on the anniversary thereof.

SECTION 5. GRANTEE shall not commence any excavation work for the purpose of erecting, constructing, laying, replacing, repairing, renewing or removing said Transmission Lines and appurtenances in or along any said street or road until it shall have first obtained all permits necessary to do so from COUNTY in accordance with applicable statutes or ordinances then in effect. All facilities erected, constructed, laid, operated or maintained under the provisions of this franchise shall be in accordance with and conform to all the applicable statutes, ordinances, codes, rules and regulations now or hereafter adopted by COUNTY or the State of California and in accordance with the terms of any permit herein required to be obtained from COUNTY. The GRANTEE shall submit detailed plans for the construction of said Transmission Lines and appurtenances prior to commencing construction operations. The construction plans shall be subject to approval of COUNTY, such approval not to be unreasonably withheld, conditioned, or delayed. Nothing in this Ordinance shall require the COUNTY to allow the installation of a Transmission Lines where, in the reasonable opinion of the COUNTY as set forth in any applicable ordinances, laws, or regulations, such installation would endanger the public or adjoining landowners, or interfere with travel upon, or the maintenance of a public right-of-way. All work performed in erecting, constructing, laying, replacing, repairing, renewing or removing Transmission Lines shall be performed during daylight hours Monday through Friday, except for emergency repairs.

SECTION 6. GRANTEE shall remove and relocate within the areas covered by this franchise, at its sole cost and expense, any facilities installed, used or maintained by GRANTEE in the Public Right-of-Way if it is necessary by reason of any public work authorized by and upon the written request of COUNTY or other public body having jurisdiction over affected roads, provided that: (i) sufficient notice shall be given to GRANTEE to permit such relocation without interruption of service (such notice period, in any event, to be no shorter than the time required to complete construction (including all engineering and design work) and to coordinate with financing parties, offtakers, the interconnecting utility, and grid operator to prevent any disruption of service) (ii) COUNTY shall provide cooperation to GRANTEE in the planning and implementation of such relocation; and (iii) COUNTY shall use all reasonable measures to perform such public work in a manner that does not require the removal and relocation of GRANTEE's facilities. For the avoidance of doubt, GRANTEE shall not be required to remove and relocate any of its facilities if either (x) relocation of such facilities within the Public Right-of-Way is not feasible due to physical restrictions or requirements of law or (y) such relocation would require interruption of service. Said removal and relocation shall be at GRANTEE'S sole cost and expense.

SECTION 7. In the event that the COUNTY or any governmental agency shall construct, install, reconstruct, or repair any road, bridge or artificial support in or underlying any highway in which the franchise property is located or which is prescribed as the location for the installation, maintenance or operation of the franchise property in or on the highway area covered or underlain by said road, bridge or artificial support, then GRANTEE shall pay to the COUNTY, or such governmental agency doing such work, the amount of such actual, reasonable, and documented increase of cost incurred solely due to the presence of GRANTEE's facilities hereunder upon completion of such construction, installation or repair. COUNTY, or the applicable governmental agency, shall provide GRANTEE an estimate of such costs prior to the commencement of work.

SECTION 8. GRANTEE shall pay a "**Right-of-Way Occupancy Fee**" of Two Dollars and Fifty Cents ($2.50) per linear foot of Transmission Lines installed within the Public Right-of-Way as depicted on the As-Built Map (described in Section 9), which shall be paid annually on the anniversary of the date of issuance of the County permit authorizing

construction of the Transmission Lines. Commencing with the second annual payment, the Right-of-Way Occupancy Fee will be subject to a three percent (3%) annual increase. Grantee will be responsible for payment of the Right-of-Way Occupancy Fee until such time as the Transmission Lines are removed or abandoned in place with County's authorization. For the avoidance of doubt, if the Transmission Lines are not built due to the permanent abandonment of the Project prior to construction, the Right-of-Way Occupancy Fee shall not be payable hereunder.

SECTION 9. GRANTEE shall, at its own cost and expense, upon completion of construction, laying, repairing, renewing or removal of said Transmission Lines and appurtenances, replace said COUNTY Public Right-of-Way, or so much thereof as may be damaged thereby, in as good order and condition as that in which it existed before being disturbed for the purposes of such construction, repairing, renewal or removal.

SECTION 10. Within thirty (30) days following the construction, laying, or relocation, of Transmission Lines under this franchise, the GRANTEE shall file with the Department of Public Works, an as-built map showing in detail, the length and details of such installation and location of the same, with its beginning and terminus in the highway, both with reference to the surface and with reference to the property lines along said highway (hereinafter the "**As-Built Map**").

SECTION 11. The GRANTEE hereof, its successors and assigns, shall, prior to issuance of a County permit for construction of the Transmission Line within the right-of-way and at all times thereafter during the term of said franchise, keep on file with the COUNTY, a bond in full force and effect, running to said COUNTY in the penal sum of Fifteen Dollars ($15.00) times the sum of the linear feet of Transmission Line (the "**Surety Amount**") installed within the Public Right-of-Way as documented on the As-Built Map, with a corporate surety conditioned that said GRANTEE, its successors and assigns, shall well and truly observe, fulfill and perform each and every term and condition of this franchise, the whole amount to the penal sum therein named, shall be taken and deemed to be liquidated damages and shall be recoverable from the principal and sureties upon said bond should GRANTEE fail to comply with the conditions of this franchise. GRANTEE shall comply with any term of the franchise, which is in non-compliance status, within 30 days after notice of non-compliance by COUNTY. In lieu of the bond required to be posted hereunder, GRANTEE shall be permitted to post the Surety Amount in the form of a security deposit in cash, which shall be held by the COUNTY and applied solely as permitted under this Section 11. The COUNTY shall release any unapplied portion of such cash security deposit to GRANTEE upon termination of this Agreement.

SECTION 12. The provisions of this Ordinance shall bind GRANTEE and its heirs, successors and assigns in the exercise of the franchise rights granted hereunder. Except as set forth in this Section 12, this franchise may not be transferred, encumbered, or assigned in whole or in part without the written consent of the COUNTY, which consent shall not be unreasonably withheld, but may be conditionally granted. GRANTEE may, without consent of COUNTY: (i) collaterally assign its rights and obligations hereunder to one or more parties providing financing to the Project; (ii) assign its rights and obligations hereunder to an affiliate of GRANTEE; and (ii) assign its rights and obligations hereunder to any purchaser of the Project; *provided that* in the case of (ii) and (iii), such assignee has assumed all of the rights and obligations of GRANTEE hereunder and agrees to perform its obligations hereunder from and after the date of such assignment. Nothing in this Section 12 shall be deemed to prevent, restrict, or condition upon receipt of consent from the COUNTY, a direct or indirect change of ownership of GRANTEE.

SECTION 13. GRANTEE understands that the COUNTY by granting this franchise does not warrant or make any representation of the existence of rights-of-way over or along existing COUNTY roads. GRANTEE at its own cost and expense, shall be responsible for researching and verifying rights-of-way for COUNTY roads where said Transmission Lines are to be constructed, reconstructed, repaired or renewed.

SECTION 14. At the termination of this franchise, GRANTEE shall, in accordance with applicable law, and unless County authorizes abandonment in place, remove the Transmission Lines at its sole expense, and if GRANTEE shall fail to do so, COUNTY shall have the right to make such removal and abandonment at GRANTEES expense, the amount of such expense GRANTEE shall pay to COUNTY on demand, and if COUNTY so elects, it shall have the right to take possession of and appropriate to itself without payment therefor, any property of GRANTEE, or anyone claiming under it, remaining on or under public roads in the County of Colusa not then included within the limits of an incorporated city.

SECTION 15. GRANTEE shall defend, indemnify, save, keep and hold harmless the COUNTY, its officers, officials, employees, agents and volunteers from all damages, costs or expenses (including, but not limited to attorney fees) in law or equity that may at any time arise or be asserted, because of any damages (whether to property or person, or otherwise) which are based, in whole or in part, upon any willful or negligent act or omission of GRANTEE, its officers, agents or employees.

SECTION 16. During the term of this franchise, GRANTEE shall maintain insurance at its own cost and expense from insurance Companies rated no less than A:VII (or an equivalent rating by any nationally recognized insurance rating agency), with the exception of insurance placed with the State Compensation Insurance Fund which is not rated, and licensed to do business in California as follows:

(1) Comprehensive general liability insurance or commercial general liability insurance covering all operations by or on behalf of GRANTEE. The insurance shall apply to all bodily injury, property damage, and personal injury, however caused, that arises from GRANTEE'S performance or failure to perform under this franchise and shall have the following minimum policy limits: $1,000,000 for each occurrence (combined single limit for bodily injury, personal injury or property damage); $2,000,000 aggregate for products-completed operations In addition, the insurance shall:

(a) Be issued on an "occurrence" basis or other basis determined by County Counsel to be substantially similar to an occurrence basis; and

(b) Name COUNTY and its officers, employees, and agents as additional insureds and provide that such coverage shall be primary and noncontributory to other policies held by these parties.

(2) Business auto coverage insurance covering bodily injury, property damage, and contractual liability for owned, hired, and non-owned vehicles, with minimum policy limits of $1,000,000 combined single limit each accident for bodily injury and property damage.

(3) GRANTEE hereby waives any claim of subrogation against COUNTY and its officers, employees, and agents which its insurer may acquire from GRANTEE by virtue of the payment of any loss. GRANTEE agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation in favor of the COUNTY.

SECTION 17. The COUNTY hereby declares that as a result of this Ordinance, a possessory interest subject to property taxation may be created and the party in whom the possessory interest is vested may be subject to the payment of property taxes levied on such interest.

SECTION 18. This Ordinance shall take effect and be in force thirty (30) days following its adoption and, prior to the expiration of fifteen (15) days after its adoption, it shall be published once in a newspaper of general circulation in the County of Colusa.

SECTION 19. If any section, subsection, sentence, clause or phrase of this Ordinance is held by a court of competent jurisdiction to-be invalid, such decision shall not affect the remaining portions of this Ordinance. The Board of Supervisors hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause or phrase thereof irrespective of the fact that one or more sections, subsections, sentences, clauses or phrases be declared invalid.

SECTION 20. Any and all notices regarding this Transmission Lines franchise shall be provided as follows:

If to County:

Colusa County Public Works
1215 Market Street
Colusa, CA 95955
530-458-0466

If to Grantee:

Saloon Energy Storage, LLC.
c/o Alpha Omega Power
4201 Main Street
Houston, Texas 77002

SECTION 21. GRANTEE is authorized to record a copy of this Ordinance in the real property records of Colusa County.

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Exhibit "C"

PASSED AND ADOPTED by the Board of Supervisors of the County of Colusa, State of California, this _____day of _____ 2025, by the following vote:

AYES:

NOES:

ABSENT:

_____
_____, Chair
Board of Supervisors

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

By:_____,
Patricia Rodriguez, Deputy

APPROVED AS TO FORM:

_____
Richard Stout, County Counsel

Colusa County

Agenda Request Form

Item ID#: 2025-158 **Agenda Date:** 12/16/2025 **Item 2**

AIR POLLUTION CONTROL DISTRICT BOARD

Sitting as the Colusa County Air Pollution Control District
Public Hearing and Presentation of the 2025 AB 2588 Air Toxics "Hot Spots" Program Report.

Detailed Description/Background of Request
The Air Toxics "Hot Spots" Information and Assessment Act of 1987 (AB 2588) is a State of California public right-to-know law requiring local air pollution control districts to collect information about the location, type, and quantity of toxic compounds emitted into the air from specified local businesses and industry.

The goals of the AB 2588 Program are to collect emission data, to identify facilities having localized impacts, to ascertain health risks, and to notify residents of significant risks.

The California Health and Safety Code Section 44363 requires that the District board conduct a public hearing concerning the subject report, which must include the following:

1. The prioritization of facilities for the purpose of performing a health risk assessment.
2. The ranking and identification of facilities according to the degree of cancer risk posed both to individuals and to the exposed population.
3. The identification of facilities that expose individuals or populations to any non-cancer health risks.
4. The status of development of control measures to reduce emissions of toxic air contaminants, if any.

Prior Board Action
None

Fiscal Impact/Funding Source
None

Action for the Clerk
None

Attachments:

1. 2025 AB 2588 Air Toxics Hot Spots Program Report_FINAL
2. 12-16-25 Public Hearing for AB2588 Toxic Hot Spots.docx-Proof
3. 2025 AB 2588 Presentation_20251216

2025 ANNUAL REPORT
AB 2588 AIR TOXICS "HOT SPOTS" PROGRAM
2024 Data Reported in 2025

October 8, 2025

The Air Toxics "Hot Spots" Information and Assessment Act of 1987 (AB 2588) is a State of California public right-to-know law requiring local air quality management and air pollution control districts to collect information about the location, type, and quantity of toxic compounds emitted into the air from specified local businesses and industry. The AB 2588 Program Annual Report is published to provide the public with information regarding the AB 2588 Program of the Colusa County Air Pollution Control District (District). The enabling statutes (California Health & Safety Code (HSC) Sections 44300-44394) require the California Air Resources Board (CARB) and local air districts to implement the "Hot Spots" Program. This report describes the current reporting and evaluation status for facilities being tracked under this program. This annual report is required by California HSC Section 44363.

INTRODUCTION

The goals of the AB 2588 Program are to collect emission data, to identify facilities having localized impacts, to ascertain health risks, and to notify residents of significant risks.

The Air Toxics "Hot Spots" Information and Assessment Act of 1987 (AB 2588) requires certain emitters of airborne toxic compounds to submit toxic emissions inventory reports and updates. If the prioritization score indicated further evaluation is necessary, the facility is required to perform a Health Risk Assessment (HRA). AB 2588 further requires the District to prepare an annual report summarizing progress on the implementation of the program.

HSC Section 44363 requires that the District Board conduct a public hearing concerning the subject report which must include information on the following:

1) The prioritization of facilities for the purpose of performing a health risk assessment for air emissions of listed substances;
2) The ranking and identification of facilities according to the degree of cancer risk posed to surrounding receptors;
3) The identification of facilities which expose individuals or populations to any non-cancer health risks; and
4) The status of development of control measures to reduce emissions of toxic air contaminants, if any.

AIR TOXICS "HOT SPOTS" PROGRAM

The AB 2588 Program (HSC Sections 44300 et seq.) established a process to compile an inventory of air toxics emissions from specified facility categories in California and to assess the potential risks to public health as a result of exposure to those emissions. AB 2588 also requires that the public be notified of facilities whose emissions pose significant health risks. AB 2588 specifies activities that the CARB, the Office of Environmental Health Hazard Assessment (OEHHA), and the districts must carry out to implement the Act. CARB is required to adopt a fee recovery regulation to assess fees on facilities subject to the requirements to ensure that costs to implement and administer the AB 2588 Program. (HSC Section 44380.)

This report addresses the statutory requirements of the AB 2588 Program. This report does not seek to address other toxics-related issues handled by staff. For example, the District also addressed air toxics exposures during permitting of new and modified sources of air pollutants. The source permitting process may require issuance of a public notice if the proposed source releases hazardous air pollutants within 1,000 feet of a school. The District also implements State Airborne Toxic Control Measures (ATCMs) and Federal National Emission Standards for Hazardous Air Pollutants (NESHAPs). ATCM and NESHAP requirements are usually implemented through a source permit or equipment registration. During this reporting year, the District has not developed control measures in addition to those required by an ATCM or NESHAP.

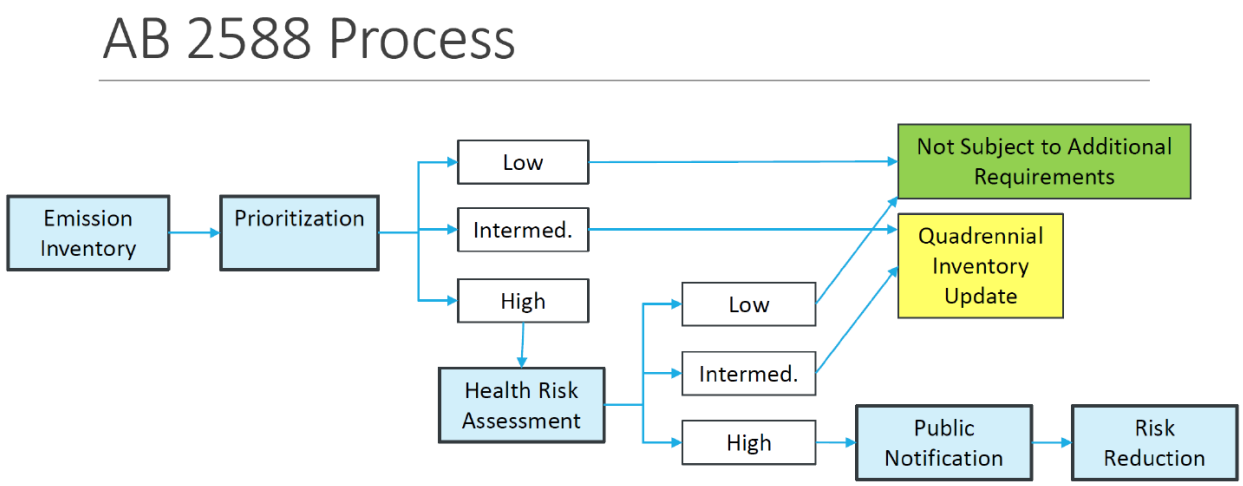
PROGRAM CATEGORIES OF DISTRICT FACILITIES

Facilities are categorized based on their reporting status in the program. Unless the District is performing an industry-wide survey for a facility category, facilities are categorized based on their reporting status in the program. Facilities subject to the AB 2588 Program are required to either file an emissions inventory plan and report with the local air district or as an alternative the District prioritizes and conducts the risk assessment as part of a permitting action. The District reviews and approves the plan and reports, and based on the reported emissions, performs a prioritization evaluation (develops a prioritization score for the facility).

If the prioritization score indicates further evaluation is necessary, the facility is required to perform a health risk assessment. If the results from the health risk assessment indicate a potential significant risk to the public, the facility is required to notify the public exposed to the emissions. A facility subject to the public notification requirement then may need to develop a risk reduction plan to lower the emissions below significance levels. At this time there are no facilities identified in the District as posing a significant risk to the public.

As an alternative to this process, the facility can conduct a health risk assessment as part of a permitting action, provided the results identify any significant risk to the public. After complying with the initial reporting requirements, based on the prioritization scores or health risk assessment results, facilities may be required to submit updated reports every four years. The following is a summary of the current facility update categories as identified in the Facilities List in Appendix A. A list of category definitions can be found at the beginning of the facility list in Appendix A.

GRAPHIC REPRESENTATION OF THE AB 2588 PROCESS



FACILITY COUNT FOR 2024

High Priority	Intermediate Priority	Low Priority	Needs Prioritization	Total
0	**16**	**138**	**1**	**155**

District staff annually reviews facility status as indicated on the list in Appendix A of this report. The above facility count may vary each year due to closures and/or addition of new facilities. The total facility count for 2024 is 155.

QUADRENNIAL UPDATE SUMMARY

Facilities that have a high or intermediate ranking are required to submit updates every four years (called “Quadrennial Update”) to allow the District to evaluate their current status.

DEVELOPMENT OF CONTRAL MEASURES

During this reporting period, the District has continued to work with affected sources to comply with the U.S. Environmental Protection Agency National Emission Standards for Hazardous Air Pollutants (NESHAPs) at area sources. By State law, NESHAPs that do not have a corresponding Airborne Toxic Control Measure (ATCM) become ATCMs for the State. Area sources are smaller sources such as auto body shops, metal fabricators, paint manufacturers and various other spray coating operations.

NESHAPs, Subpart HHHHHH is a federal Area Source regulation to reduce toxic air contaminants, called Hazardous Air Pollutants or HAPs, from spray coating in the auto body industry and other miscellaneous metal coating operations. The District staff continue to work with new and existing spray coating sources to ensure compliance with the federal regulations.

NESHAPs, Subpart ZZZZ is a federal Area Source regulation to reduce HAPs from stationary reciprocating internal combustion engines. This regulation affects both spark-ignited (gasoline, natural gas and LPG) and compression ignition (diesel) engines. Most commercial, institutional, and residential emergency engines are exempt for this regulation; however, larger industrial and agricultural engines are subject to control requirements to reduce HAPs from the incomplete

combustion of fuel. Regulatory requirements (primarily maintenance provisions) of this federal regulation have been incorporated into facility permits. At this time, the District has not identified any sources that require additional controls beyond what is currently permitted to comply with the regulations. Prime engines require an annual source test to demonstrate compliance and the subject engines have been or are scheduled to be tested annually.

AB 2588 PROGRAM FEES

Program costs may be recovered by assessing a fee to subject facilities pursuant to District Rule 506: Air Toxic's Program Fees. The District is required to pay a fee to the State to cover CARB's costs. State fees are assessed by the District as a straight pass-through to the facility. The District is also authorized by District Rule 506 to assess fees to cover local costs.

State costs are allocated among the districts using a formula considering the number of facilities in each of the program categories and resource indices and are based on facility data received from the districts before September 1, 2025.

UPDATE TO OEHHA RISK ASSESSMENT GUIDELINES

The passage of the Children's Health Protection Act of 1999 (SB 25, Stats. 1999) required the Office of Environmental Health Hazard Assessment (OEHHA) to re-evaluate the risk assessment methodologies to ensure infants and children are explicitly addressed in assessing risk, In the last decade, advances in science have shown that early-life exposures to air toxics contribute to an increased lifetime risk of developing cancer, other adverse health effects, compared to exposures that occur in adulthood. On March 6, 2015, OEHHA adopted revised guidelines to address this greater sensitivity and incorporates the most recent data on childhood and adult exposure to air toxics. At their July 23, 2015 meeting, the Air Resources Board (working with CAPCOA) adopted Risk Management Guidance implementing the new guidelines.

The District now reviews most facilities' priority during the permit evaluation process. The facilities that are reviewed during the permit evaluation process are evaluated based on potential to emit. If a facility is exempt form AB 2588 based on potential to emit or is subject to AB 2588 and a low priority, no further action is taken under the AB 2588 program for that facility until they submit an application to modify their permit. If a facility is reviewed under AB 2588 based on potential to emit is determined to be an intermediate priority, the facility is entered into the annual emissions inventory and toxics emissions are reported after the first year of operation and at least every four years after. If a facility is reviewed under AB 2588 based on potential to emit is determined to be a high priority, the facility is entered into the annual emission inventory and toxic emissions are reported annually. If the facility's actual emissions result is a high priority, the facility will be required to pay a state AB 2588 fees and submit an HRA, unless it's an industrywide facility.

Facilities that submit their own emission inventory plan and report and are prioritized as intermediate must submit a Quadrennial Update Survey every four years. Facilities that submit their own emission inventory plan and report and are prioritized as high must submit an HRA and pay state AB 2588 fees.

The District categorized facilities for the AB 2588 Program according to Prioritization Score as shown in the table below:

Prioritization based on Prioritization Score

Prioritization Scores	Prioritization Category	Reporting Requirements
PS ≤ 1	Low	Exempt from further reporting for AB 2588 due to low risk; may be reprioritized later due to changes in emissions or conditions which require facility re-analysis to occur.
1 < PS ≤ 10	Intermediate	Subject to quadrennial update reporting; may be reclassified as Low or High at District discretion based on other factors such as proximity to schools or hospitals.
PS > 10	High	Require an HRA (unless already done recently) be submitted; Further reporting requirements dependent on HRA results.

HEALTH RISK ASSESSMENTS

The District is in the process of reprioritizing facilities under the new guidelines and procedures. In the upcoming year the District will continue this work. Several source categories will be reviewed and HRA's requested as necessary. The District will be using the updated industrywide health risk assessment guidelines currently under development by CAPCOA and CARB to perform HRA's for industrywide facilities. In the calendar year 2022 the CAPCOA industrywide HRA guidelines were released for gas stations and diesel engines. Amendments to the Emission Inventory Criteria and Guidelines were adopted by CARB on November 19, 2020, and were submitted to the Office of Administration Law on October 6, 2021. The Emission Inventory Criteria and Guidelines were updated effective March 2022, including the applicability table in Appendix E.

Health risk assessments evaluate the health risk to the public due to toxic air emissions from new or modified facilities. These health risk assessments also satisfy the AB 2588 Program requirement for evaluating toxic air contaminants. HRAs during the coming year will be conducted as warranted.

District staff continue to use the Health Assessment and Reporting Program Ver.2. (HARP2) tools to evaluate source risk. The results from HARP2 are used to determine potential risk from a project for a specific site or location.

Prioritized Facilities

Priority Score	Number of Facilities
Low	138
Intermediate	16
High	0
Pending Re-prioritization or prioritization	1

APPENDIX A

2024 FACILITY STATUS LIST

2025 AB 2588 “Hot Spots” Annual Report Facility Status (2024 Data) Key / Legend

Facility Name	Name of the facility

FAC ID	Facility Identification Number

Facility Address	Location of the facility

Source Type	The type of source for a given facility

Prioritization Scores	The first step in a conservative risk representation for a facility
Acute	Acute or short term health effects caused by the pollutants
Chronic	Chronic or long-term non-cancer health effects caused by the pollutants
Cancer	Potential cancer risk in terms of chances per one million population

Priority	Ranking a facility for inventory updated based on their prioritization score and/or risk assessment
High	A facility with a prioritization score greater than or equal to 10 (Subject to Quad Year Reporting - Next Report due in 2029)
Intermediate	A facility with a prioritization scores less than 10 and greater than or equal to 1 (Subject to Quad Reporting - Next Report due in 2029)
Low	A facility with a prioritization scores less than 1, emits less than 10 tons per year and no toxic significance

Table 1. Summary of Facilities Reviewed Under AB 2588

Facility Name	FAC ID	Facility Address	Source Type	Acute Score	Chronic Score	Cancer Score	Priority
Depue Warehouse – Maxwell Dryer	1	1 Comet Lane - Maxwell	Rice Dryer	0.0281	0.1580	1.4781	Intermediate
Depue Warehouse – Azevedo Dryer	3	401 C Street - Williams	Rice Dryer	0.0936	0.1930	1.1082	Intermediate
Farmers Rice Dryer #1	4	4937 Highway 45 - Colusa	Rice Dryer	0.3420	0.1450	0.8947	Low
Barrett's Landing Warehouse	10	8666 Millers Landing Rd - Grimes	Rice Dryer	0.2680	0.1560	0.8962	Low
Depue Warehouse – Delevan Dryer	11	4854 Highway 99 - Maxwell	Rice Dryer	0.0064	0.0132	0.0760	Low
Depue Warehouse – Spooner Dryer	12	5999 Freshwater Road - Williams	Rice Dryer	0.0115	0.0235	0.1355	Low
Colusa Rice Company – Eastside Dryer	13	4073 River Road – Colusa	Rice Dryer	0.0722	0.0479	0.2541	Low
Strain Ranches, Inc.	18	1492 Strain Lane – Arbuckle	Rice Dryer	0.8612	0.1050	0.6214	Low
California Family Foods – Zumwalt	20	1215 Lurline Avenue – Colusa	Rice Dryer	0.5514	0.7789	4.2405	Intermediate
Davies Oil Company, Inc	24	150 13th Street – Colusa	Gasoline Dispensing Facility	0.0703	0.0805	0.0216	Low
Reading Oil	25	1535 Lurline Avenue - Colusa	Gasoline Dispensing Facility	0.0249	0.0296	0.0053	Low
eFuel, LLC	26	1802 Highway 99W – Williams	Gasoline Dispensing Facility	0.0002	0.0002	0.0001	Low
Viking Pools, Inc.	40	121 Crawford Road – Williams	Fiberglass Manufacturing	0.0703	0.0454	0.0000	Low
California Family Foods	41	6551 Struckmeyer Road - Arbuckle	Rice Dryer	0.1418	0.5686	0.8743	Low
Depue Warehouse – Cortina Dryer	44	3334 Highway 99W - Williams	Rice Dryer	1.0931	1.2170	2.1474	Intermediate
Colusa Rice Company – Niagara	45	2889 Niagara Avenue - Colusa	Rice Dryer	1.0289	0.6408	2.6358	Intermediate
Depue Warehouse – Haas Dryer	46	5656 Haas Road – Williams	Rice Dryer	0.0008	0.0004	0.0017	Low
ADM Rice Company	47	1603 Highway 99W – Arbuckle	Rice Dryer	0.1065	0.2836	0.5310	Low
ACC-GWG, LLC	48	6133 Abel Road – Williams	Rice Dryer	0.7336	3.1458	6.7014	Intermediate
PG&E Delevan Compressor Station	49	5001 Delevan Road – Maxwell	Natural Gas Distribution	0.5464	0.2521	2.1377	Intermediate
Grimes Holding Company	51	540 Main Street - Grimes	Rice Dryer	1.4645	1.2701	5.8687	Intermediate
Depue Warehouse – Cheney Dryer	53	1700 E Street - Williams	Rice Dryer	0.8177	0.0981	0.4897	Low
Wadham Energy LTD Partnership	55	6247 Myers Road – Williams	Biomass / Fuel Burning	1.2787	5.201	9.1891	Intermediate
County Line Warehouse	56	1075 Highway 99W – Arbuckle	Warehousing / Storage	0.0102	0.0090	0.0376	Low
Erdman Warehouse Inc.	60	8661 Ceres Avenue - Knights Landing	Rice Dryer	0.0672	0.0265	0.1489	Low
The Foothill Warehouse	61	2005 Husted Road – Williams	Rice Dryer	0.1414	0.1111	0.6099	Low
Chrisman Dryer	63	484 B Street – Williams	Rice Dryer	0.0479	0.0733	0.3783	Low
Morning Star Packing Company	68	2211 Highway 99W – Williams	Food Product Processing	0.0709	0.0051	0.0319	Low
Sun Valley Rice Co, LLC	71	7050 Eddy Road - Arbuckle	Rice Mill	0.2156	0.3045	0.5508	Low
Ridgetop Warehouse	72	5520 Loretz Road - Maxwell	Rice Dryer	0.7081	0.0644	2.4060	Intermediate
American Tower Assets – Bailey Road	73	6701 Bailey Road – Arbuckle	Communications Site	0.0000	0.0000	0.0146	Low
American Tower Assets – River Road	74	3341 River Road – Colusa	Communications Site	0.0000	0.0005	0.3465	Low
Williams Sinclair – Northgate Petroleum	200	570 E Street – Williams	Gasoline Dispensing Facility	0.0271	0.0321	0.0084	Low
Davies Chevron – Colusa	201	1019 Bridge Street – Colusa	Gasoline Dispensing Facility	0.0570	0.0534	0.0265	Low
Davies Chevron – Maxwell	202	280 Highway 99W – Maxwell	Gasoline Dispensing Facility	0.0110	0.0092	0.0046	Low
Davies Chevron – Arbuckle	203	1129 Putnam Way - Arbuckle	Gasoline Dispensing Facility	0.0253	0.0300	0.0149	Low

Table 1. Summary of Facilities Reviewed Under AB 2588 (Cont.)

Facility Name	FAC ID	Facility Address	Source Type	Acute Score	Chronic Score	Cancer Score	Priority
Flyers Energy #448	204	1161 Putnam Way – Arbuckle	Gasoline Dispensing Facility	0.0005	0.0006	0.0003	Low
Reading Oil – Maxwell Card Lock	206	3941 Highway 99W – Maxwell	Gasoline Dispensing Facility	0.0001	0.0001	0.0001	Low
H&S Energy Products #3019	208	809 Market Street – Colusa	Gasoline Dispensing Facility	0.0082	0.0097	0.0048	Low
Kwik Stop	209	11 Market Street – Colusa	Gasoline Dispensing Facility	0.0159	0.0133	0.0066	Low
1850 Williams LLC	210	505 4th Street – Williams	Gasoline Dispensing Facility	0.0402	0.0476	0.0236	Low
Orv's Country Store & Deli	211	180 N. Virginia Way – Williams	Gasoline Dispensing Facility	0.1177	0.0927	0.0461	Low
Wayman's 76	212	495 4th Street – Williams	Gasoline Dispensing Facility	0.0165	0.0195	0.0097	Low
Williams Express Mart	213	301 Vann Street - Williams	Gasoline Dispensing Facility	0.0166	0.0196	0.0097	Low
JJ's Gas & Mini Mart	214	690 Hillgate Road – Arbuckle	Gasoline Dispensing Facility	0.1080	0.0903	0.0449	Low
Caldwell's Mini Mart	215	142 Highway 99W – Maxwell	Gasoline Dispensing Facility	0.0002	0.0001	0.0001	Low
Tamaki Rice Corporation	216	1701 Abel Road – Williams	Rice Mill	0.0184	0.0360	0.0651	Low
Riviana Foods, Inc.	217	2870 Niagara Avenue – Colusa	Rice Mill	0.0289	0.0483	0.1717	Low
Polit Farms, Inc.	218	4334 Highway 99W – Maxwell	Rice Mill	0.0007	0.0006	0.0010	Low
Bar Ale, Inc.	220	1011 5th Street - Williams	Animal Feed Manufacturing	0.3760	0.7424	0.2497	Low
Adams Vegetable Oils	222	7301 John Galt Way – Arbuckle	Oilseed Processing	0.0011	0.0047	0.0128	Low
Farmers Fresh Mushroom	223	2847 Niagara Avenue – Colusa	Mushroom Growing	5.7775	2.4513	0.0356	Intermediate
PG&E Colusa Generating Station	224	4780 Dirks Road – Maxwell	Electrical Generation	2.1594	1.0860	6.6386	Intermediate
California Ammonia Company	225	2229 Highway 45 – Grimes	Ammonia Fertilizer	0.1357	0.0347	0.0000	Low
Grow West	226	5701 Max-Colusa Rd. – Maxwell	Ammonia Fertilizer	0.3239	0.0118	0.0000	Low
Colusa County Farm Supply	227	5873 Freshwater Road-Williams	Ammonia Fertilizer	0.0013	0.0007	0.0000	Low
Simplot Grower Solutions – Colusa	228	2947 Highway 20 – Colusa	Ammonia Fertilizer	0.0751	0.0285	0.0000	Low
Wilbur Ellis Company	229	7254 Farinon Road - Colusa	Ammonia Fertilizer	0.0115	0.0044	0.0000	Low
Sunrise Dryers LLC	230	7207 Moonbend Road – Colusa	Food Product Processing	0.0049	0.0009	0.0085	Low
Conrad Forest Products	231	7085 Eddy Road – Arbuckle	Wood Product Treating	0.0027	0.0012	0.0003	Low
California Heritage Mills	232	1 Comet Lane – Maxwell	Rice Mill	0.4730	1.0859	1.9640	Intermediate
Lakeview Petroleum	233	720 5th Street – Arbuckle	Gasoline Dispensing Facility	0.0001	0.0001	0.0001	Low
Central Valley Gas Storage LLC	234	5258 McAusland Rd.-Princeton	Natural Gas Storage	0.0925	0.0673	0.1637	Low
L&T Company	235	292 Market Street – Stonyford	Gasoline Dispensing Facility	0.0002	0.0001	0.0001	Low
Colusa County Airport	236	2915 Highway 20 – Colusa	Gasoline Dispensing Facility	0.0001	0.0001	0.0001	Low
Cal-Trans Maintenance Yard – Colusa	237	1401 Will S. Green Road-Colusa	Gasoline Dispensing Facility	0.0001	0.0001	0.0001	Low
California Highway Patrol – Williams	238	100 E Street – Williams	Gasoline Dispensing Facility	0.0001	0.0001	0.0001	Low
MD Petroleum	239	296 E Street – Williams	Gasoline Dispensing Facility	0.2718	0.3218	0.1600	Low
City of Colusa – Wye	240	1320 Wescott Road – Colusa	Emergency ICE	0.0000	0.0004	0.2772	Low
City of Colusa – Indian Oaks	240	1801 Wescott Road – Colusa	Emergency ICE	0.0000	0.0004	0.2772	Low
City of Colusa – Ross	240	148 County Club Drive – Colusa	Emergency ICE	0.0000	0.0004	0.2772	Low
City of Colusa – South Wescott	240	2820 Wescott Road - Colusa	Emergency ICE	0.0000	0.0004	0.2772	Low

Table 1. Summary of Facilities Reviewed Under AB 2588 (Cont.)

Facility Name	FAC ID	Facility Address	Source Type	Acute Score	Chronic Score	Cancer Score	Priority
City of Colusa – XQ225	240	12th and Main Street – Colusa	Emergency ICE	0.0000	0.0000	0.0000	Low
City of Colusa – XQ125	240	12th and Main Street - Colusa	Emergency ICE	0.0000	0.0000	0.0000	Low
City of Colusa – Wastewater Plant	240	2820 Wescott Road – Colusa	Emergency ICE	0.0000	0.0005	0.3580	Low
City of Colusa – WW	240	Will S. Green Avenue – Colusa	Emergency ICE	0.0000	0.0000	0.0000	Low
City of Colusa – City Hall	240	425 Webster Street - Colusa	Emergency ICE	0.0000	0.0002	0.1386	Low
City of Colusa – GR	240	Will S. Green Avenue – Colusa	Emergency ICE	0.0000	0.0001	0.0001	Low
City of Williams – Vann Street (G1)	241	Vann Street – Williams	Emergency ICE	0.0000	0.0001	0.0254	Low
City of Williams – City Hall (G5)	241	810 E Street – Williams	Emergency ICE	0.0000	0.0006	0.4342	Low
City of Williams – Marguerite Street (G6)	241	Marguerite Street – Williams	Emergency ICE	0.0000	0.0001	0.0069	Low
City of Williams – Police Department (G8)	241	700 N. 7th Street – Williams	Emergency ICE	0.0000	0.0007	0.5359	Low
City of Williams – WWTP (G9)	241	701 B Street – Williams	Emergency ICE	0.0000	0.0001	0.0285	Low
City of Williams – Theater Road (G10)	241	795 Theater Road – Williams	Emergency ICE	0.0000	0.0010	0.7068	Low
City of Williams – 6th Street (G11)	241	764 6th Street – Williams	Emergency ICE	0.0000	0.0008	0.5567	Low
City of Williams – Mills Drive (G12)	241	915 Mills Drive – Williams	Emergency ICE	0.0000	0.0007	0.5105	Low
Lone Peak Farms, LLC	244	4599 McDermott Road-Maxwell	Commodity Processor	0.0068	0.0027	0.0060	Low
Sanders Seed, Inc.	245	3133 Wilson Road – Colusa	Commodity Processor	0.0035	0.0015	0.0011	Low
Mumma Brothers	246	7645 Mumma Road – Arbuckle	Commodity Processor	0.0019	0.0001	0.0004	Low
Remington Seeds	247	98 Mail Street – Grimes	Commodity Processor	0.1034	0.0104	0.0299	Low
Sacramento Valley Seed	248	5498 Lurline Avenue - Williams	Commodity Processor	0.0863	0.0089	0.0329	Low
American Tower Corp. – Williams CA 2	252	890 Peto Road - Williams	Communications Site	0.0000	0.0001	0.0617	Low
Arnold's Tractor Service	253	6956 Highway 20 – Colusa	Tractor Repair	0.0000	0.0000	0.0000	Low
AT&T Corporation – Leesville	254	Leesville Road – Williams	Communications Site	0.0000	0.0001	0.0076	Low
AT&T Corporation – Stonyford	255	4835 Ladoga-Stonyford Road - Stonyford	Communications Site	0.0000	0.0004	0.2916	Low
AT&T Corporation – College City	256	770 College City Road – Arbuckle	Communications Site	0.0558	0.0001	0.0003	Low
New Cingular Wireless dba AT&T – Grapevine	257	Grapevine Pass – Stonyford	Communications Site	0.0000	0.0001	0.0074	Low
California Resources Production Corp. – 18K MM	259	Grimes-Arbuckle Road – Grimes	Natural Gas Well	0.0680	0.0001	0.0002	Low
California Resources Production Corp. – Arbuckle Road 36	262	Highway 45 – Grimes	Natural Gas Well	0.0006	0.0003	0.0025	Low
California Resources Production Corp. – Moonbend Colusa Unit	264	Moonbend Road – Colusa	Natural Gas Well	0.0627	0.0001	0.0001	Low

Table 1. Summary of Facilities Reviewed Under AB 2588 (Cont.)

Facility Name	FAC ID	Facility Address	Source Type	Acute Score	Chronic Score	Cancer Score	Priority
California Resources Production Corp. – Henshaw 2 MM	269	Steidlmayer Road - Colusa	Natural Gas Well	0.0602	0.0437	0.0350	Low
California Resources Production Corp. – Kalfsbeek MM	271	Poundstone Road – Grimes	Natural Gas Well	0.0009	0.0001	0.0001	Low
California Resources Production Corp. – Kuppenbender 20-3	272	Highway 45 – Grimes	Natural Gas Well	0.0001	0.0001	0.0001	Low
California Resources Production Corp. – South Sycamore 13-1	277	Grimes-Arbuckle Road - Grimes	Natural Gas Well	0.3204	0.0001	0.0006	Low
California Resources Production Corp. – Strain Ranch 16-3 MM	282	Grimes-Arbuckle Road - Grimes	Natural Gas Well	0.0004	0.0003	0.0019	Low
Cal-Vista Erosion Products	283	6999 Greenbay Road - Arbuckle	Wattle Facility	0.0000	0.0000	0.0000	Low
Tree Line Dryer	286	7251 Tule Road – Arbuckle	Rice Dryer	0.0221	0.0211	0.1139	Low
Colusa Indian Community Council	287	3730 Highway 45 – Colusa	Entertainment	NP	NP	NP	NP
County of Colusa – Migrant Farm Housing	288	400 Theatre Road – Williams	Emergency ICE	0.0000	0.0001	0.0057	Low
County of Colusa–Sheriff's Department	289	929 Bridge Street – Colusa	Emergency ICE	0.0000	0.0001	0.0577	Low
Farmers' Rice Cooperative – Abel Rd.	291	6215 Abel Road – Williams	Warehousing/Storage	0.0822	0.0260	0.0531	Low
Federal Aviation Administration	292	Miller Road – Arbuckle	Communications Site	0.0000	0.0001	0.0010	Low
Level III Communications – Arbuckle	295	6581 Hahn Road – Arbuckle	Communications Site	0.0000	0.0001	0.0727	Low
Level III Communications – Colusa	296	210 10th Street – Colusa	Communications Site	0.0000	0.0002	0.1039	Low
Maxwell Public Utility District	297	Olive Street – Maxwell	Emergency ICE	0.0000	0.0003	0.2310	Low
Maxwell Public Utility District	297	Finks Road – Maxwell	Emergency ICE	0.0000	0.0001	0.0092	Low
Seminis Vegetable Seeds, Inc.	298	1 Seminis Road – Williams	Commodity Processor	0.0001	0.0001	0.0000	Low
New Cingular Wireless dba AT&T – Huffmaster	299	Huffmaster Road – Maxwell	Communications Site	0.0000	0.0001	0.0389	Low
Pacific Bell dba AT&T	300	161 Market Street – Stonyford	Communications Site	0.0000	0.0099	6.7405	Intermediate
PG&E – Colusa Service Station	302	102 2nd Street - Colusa	Public Utility	0.1985	0.0001	0.0018	Low
PG&E – Cortina Substation	303	5217 Walnut Drive – Williams	Public Utility	0.0136	0.0001	0.0003	Low
PG&E – Grapevine Pass	304	Rail Canyon Road - Stonyford	Public Utility	0.0017	0.0001	0.0006	Low
PG&E – Wild Goose Odorizing Facility	305	4999 Delevan Road – Maxwell	Natural Gas	0.0000	0.0000	0.0000	Low
R&J Farms	306	1245 Putnam Way – Arbuckle	Rice Dryer	0.0016	0.0012	0.0034	Low
California Family Foods – Rice Researchers Bins	307	Gibson Road – Williams	Rice Dryer	0.0108	0.0012	0.0033	Low
Royal Energy – Lonestar MM	308	Lonestar Road – Williams	Natural Gas Well	0.0195	0.0139	0.1018	Low
Royal Energy – Zumwalt MM	310	San Jose Road - Williams	Natural Gas Well	0.1243	0.0836	0.0537	Low

Table 1. Summary of Facilities Reviewed Under AB 2588 (Cont.)

Facility Name	FAC ID	Facility Address	Source Type	Acute Score	Chronic Score	Cancer Score	Priority
Selover's Auto Body	312	401 Jay Street – Colusa	Auto Body Shop	0.0001	0.0001	0.0001	Low
T&P Farms – Grimes Dryer	313	1351 Highway 45 – Grimes	Rice Dryer	0.0204	0.0151	0.0782	Low
T&P Farms – Vineseed	314	1241 Putnam Way – Arbuckle	Commodity Processor	0.0001	0.0001	0.0001	Low
Valley Select	317	7068 Eddy Road – Arbuckle	Rice Mill	0.0143	0.0118	0.0092	Low
Verizon Wireless – Arbuckle	318	6701 Bailey Road – Arbuckle	Communications Site	0.0681	0.0001	0.0015	Low
Verizon Wireless – Delevan	320	Lausten Road - Maxwell	Communications Site	0.0000	0.0001	0.0089	Low
Verizon Wireless – Grimes	321	7822 Buster Road – Grimes	Communications Site	0.0000	0.0001	0.0266	Low
Verizon Wireless – Harrington Ave	322	7068 Eddy Road – Arbuckle	Communications Site	0.0000	0.0001	0.0901	Low
Verizon Wireless – Sites Peak	323	122 Sites Peak Road – Maxwell	Communications Site	0.0013	0.0001	0.0001	Low
Verizon Wireless – Williams	324	890 Peto Road - Williams	Communications Site	0.0000	0.0001	0.0133	Low
Clear Lake Lava dba Williams Redi-Mil	326	1310 Husted Road – Williams	Concrete Batch Plant	0.6358	2.1101	9.0589	Intermediate
Depue Warehouse – Walnut	331	5550 Lurline Avenue – Williams	Commodity Processor	0.4742	0.1572	0.3539	Low
Loves Travel Stop #652	332	100 Marguerite Street - Williams	Gasoline Dispensing Facility	0.2891	0.3422	0.1702	Low
F6F, Inc.	333	4685 Freshwater Road-Williams	Commodity Processor	0.0232	0.0018	0.0038	Low
Strain Farming Company – Walnut	334	7584 Grimes-Arbuckle – Grimes	Commodity Processor	0.0005	0.0001	0.0002	Low
Verizon Wireless – Colusa Market	339	3341 River Road – Colusa	Communications Site	0.0000	0.0001	0.0001	Low
Western Area Power Administration	342	4749 Standard Road – Maxwell	Gasoline Dispensing Facility	0.0000	0.0001	0.0032	Low
California Resources Production Corp – Cimarron Rose 1	443	South Wescott Road – Colusa	Natural Gas Well	0.0010	0.0001	0.0001	Low
California Resources Production Corp. – GOU 7-1,13,14,15,16	465	N. 5th Street – Grimes	Natural Gas Well	0.0001	0.0001	0.0001	Low
California Resources Production Corp. – OP Davis B-20, B-29, B-30	514	Sycamore Slough Road - Colusa	Natural Gas Well	0.0001	0.0001	0.0001	Low
California Resources Production Corp. – Unit 36-8	569	Dry Slough Road – Colusa	Natural Gas Well	0.0001	0.0001	0.0001	Low
Race Communications – Colusa	618	517 Oak Street – Colusa	Communications Site	0.2416	0.0002	0.0021	Low
Race Communications – Williams	619	671 5th Street – Williams	Communications Site	0.0582	0.0001	0.0010	Low
New Cingular Wireless dba AT&T – 5330 Highway 45	621	5330 Highway 45 – Princeton	Communications Site	0.0000	0.0001	0.0924	Low
Arbuckle Gas Station	622	1125 Highway 99W – Arbuckle	Gasoline Dispensing Facility	0.0012	0.0010	0.0462	Low
Colusa Collision Center	626	533 Main Street – Colusa	Coatings Operation	0.0001	0.0001	0.0001	Low
Reclamation District 108	628	975 Wilson Bend Road - Grimes	Emergency ICE	0.0650	0.0001	0.0016	Low

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT the Governing Board of the Colusa County Air Pollution Control District (District) will hold a Public Hearing on December 16, 2025, at 9:30 a.m., or as soon thereafter as may be heard, in the Board Chambers, 546 Jay Street, Suite 108, Colusa, California, to consider the Air Toxics "Hot Spots" Information and Assessment of Act of 1987 annual report of program activities. Pursuant to California Health and Safety Code 44363, the annual report identifies and assesses toxic air emissions from facilities within the District.

The annual report may be reviewed at the District office located at 100 Sunrise Boulevard, Suite F, Colusa, California or on the District website: www.countyofcolusaca.gov. For additional information please contact Casey Ryan at 530-458-0583. Written comments may be submitted up to thirty (30) days of the date of this notice. Any comments received will be considered. Please submit comments to the Air Pollution Control District Office, attention M. Anastacia Allen, Air Pollution Control Officer, or by calling (530) 458-0590. Comments may also be delivered at or prior to the public hearing to the Colusa County Clerk of the Board of Supervisors, 547 Market Street, Suite 102, Colusa, California.

Date: October 15, 2025

_____ORIGINAL SIGNED_____
Patricia Rodriguez, Deputy Clerk II **10/24/2025 · CCPR**

Air Toxics “Hot Spots” Information & Assessment Act (AB 2588)



Colusa County Air Pollution Control District

2025 Annual Report

AB 2588 “Hot Spots” Program

- State law enacted in 1987 – Requires stationary sources to report the types and quantities of certain substances routinely released into the air.
- Public Right-to-Know Program
- Purpose:
  - Collect emissions data
  - Identify facilities having localized impacts
  - Evaluate potential health risks
  - Notify residents of those potential health risks

California Health and Safety Code (HSC) 44363

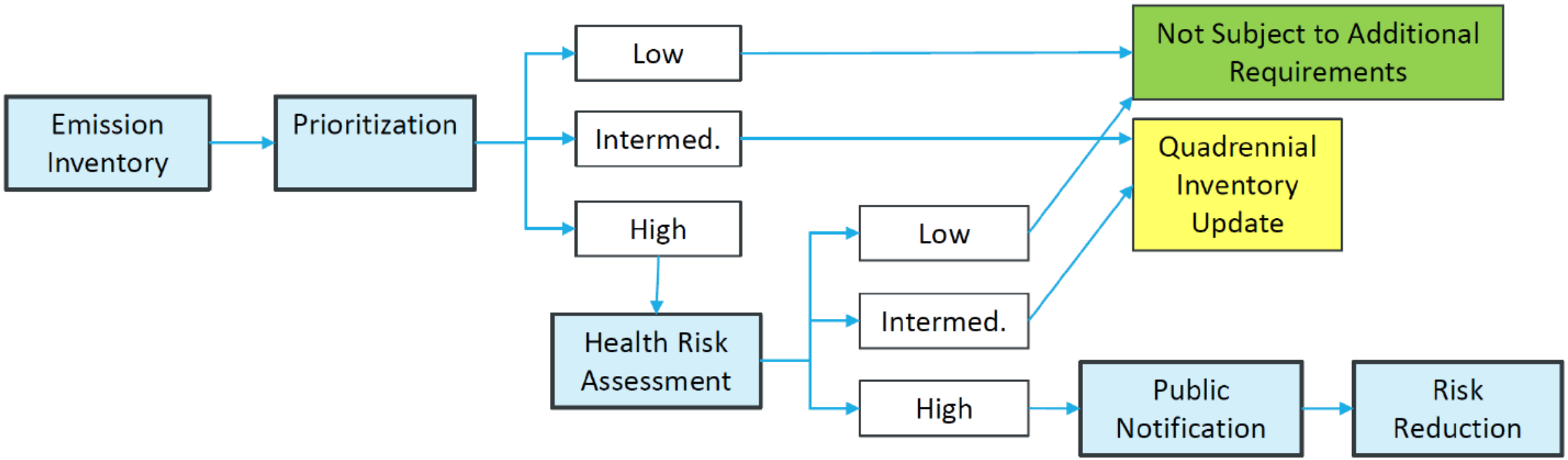
- HSC Section 44363 requires that the District Board conduct a public hearing concerning the subject report, which must include the following:
  - The prioritization of facilities for the purpose of performing health risk assessments;
  - The ranking and identification of facilities according to the degree of cancer risk posed to surrounding receptors;
  - The identification of facilities which expose individuals or populations to any non-cancer health risks;
  - The status of the development of control measures to reduce emissions of toxic air contaminants, if any.

Prioritization

- The AB 2588 Program requires air districts to categorize each facility using the reported emissions as either **low, intermediate, or high** priority to determine if a facility is required to conduct a Health Risk Assessment (HRA).

- **Low Priority:** Prioritization Score of less than 1
- **Intermediate Priority:** Prioritization Score of more than 1 but less than 10
- **High Priority:** Prioritization Score of more than 10
  - Prioritization Scores of more than 10 requires an HRA

AB 2588 Process



Emissions and Potency Procedures

- A prioritization procedure that relies on the emissions, potency, toxicity, and the proximity to potential receptors for:

- Carcinogenic Effects (Cancer)
- Acute Non-Carcinogenetic (Acute)
- Chronic Non-Carcinogenetic (Chronic)

Carcinogenetic Effects (Cancer)

- Long-term cancer risk
- Lifetime exposure (70 years)
- Expressed in chances in 1 Million
- Calculation
  - **Total Score = lbs/year x Unit Risk x Receptor Proximity x Normalized Factor (7700)**
- Unit Risk
  - The estimated lifetime cancer risk from continuous inhalation of 1 micrograms per cubic meter (µg/m3) of a pollutant over 70 years (OEHHA)
- Normalized Factor
  - A scaling value that adjusts emissions based on a pollutant's toxicity (OEHHA)

Non-Carcinogenetic Effects (Acute)

- Short-term non-cancer health effects
- Exposure: 1 hour or less
- Calculation:
  - **Total Score = Max lbs/hr ÷ REL x Receptor Proximity x Normalized Factor (1500)**
- Reference Exposure Level (REL)
  - A level below which no adverse health effects are expected, considered safe
- Health Index
  - Ratio of predicted air toxics exposure to the REL
  - <1 = Exposure is below the level of concern (unlikely to cause health effects)
  - ≥1 = Exposure is at or above a level that may cause non-cancer health effects
- Examples: Headaches, Irritation, Nausea

Non-Carcinogenetic Effects (Chronic)

- Long-term non-cancer health effects
- Exposure: Months to years
- Calculation:
  - **Total Score = Avg. lbs/hr ÷ REL x Receptor Proximity x Normalized Factor (1500)**
- Reference Exposure Level (REL)
  - A level below which no adverse health effects are expected, considered safe
- Health Index
  - Ratio of predicted air toxics exposure to the REL
  - <1 = Exposure is below the level of concern (unlikely to cause health effects)
  - ≥1 = Exposure is at or above a level that may cause non-cancer health effects
- Examples: Asthma, Liver or Kidney Damage, Neurological Impacts

Example Calculation

DEPUE MAXWELL DRYER	1

Toxics	CAS	Hours	lb/hr	lb/yr	Lbs/yr	Unit Risk	Cancer Score	Avg lb/hr	REL	Chronic Score	Max lbs/hr	REL	Acute Score
Acetaldehyde	75070	5544	3.61E-06	2.00E-02	2.00E-02	2.70E-06	1.04E-04	2.29E-06	140	6.13E-07	3.61E-06	470	2.88E-06
Acrolein	107028	5544	3.61E-06	2.00E-02	2.00E-02			2.29E-06	0.35	2.45E-04	3.61E-06	2.5	5.42E-04
Benzene	71432	5544	6.72E-06	3.73E-02	3.73E-02	2.90E-05	2.08E-03	4.25E-06	3	5.32E-05	6.72E-06	27	9.34E-05
Ethyl Benzene	100414	5544	7.98E-06	4.43E-02	4.43E-02	2.50E-06	2.13E-04	5.05E-06	2000	9.47E-08	7.98E-06		
Formaldehyde	50000	5544	1.43E-05	7.92E-02	7.92E-02	6.00E-06	9.15E-04	9.04E-06	9	3.77E-05	1.43E-05	55	9.74E-05
Naphthalene	91203	5544	2.52E-07	1.40E-03	1.40E-03	3.40E-05	9.15E-05	1.60E-07	9	6.65E-07	2.52E-07		
PAH	1150	5544	8.41E-08	4.66E-04	4.66E-04			5.32E-08			8.41E-08		
Propylene	115071	5544	6.14E-04	3.41E+00	3.41E+00			3.89E-04	3000	4.86E-06	6.14E-04		
Toluene	10883	5544	3.08E-05	1.71E-01	1.71E-01			1.95E-05	420	1.74E-06	3.08E-05	5000	2.31E-06
Xylenes	1330207	5544	2.29E-05	1.27E-01	1.27E-01			1.45E-05	700	7.75E-07	2.29E-05	700	1.22E-05
Hexane	110543	5544	5.29E-06	2.94E-02	2.94E-02			3.35E-06	7000	1.80E-08	5.29E-06		
Lead	7439921	5544	3.36E-05	1.86E-01	1.86E-01	1.20E-05	4.30E-03	2.13E-05			3.36E-05		
Manganese	7439965	5544	5.73E-04	3.18E+00	3.18E+00			3.63E-04	0.09	1.51E-01	5.73E-04		
Mercury	7439976	5544	8.44E-06	4.68E-02	4.68E-02			5.34E-06	0.03	1.07E-03	8.44E-06	0.6	5.27E-03
Nickel	7440020	5544	7.14E-05	3.96E-01	3.96E-01			4.52E-05	0.014	5.33E-03	7.14E-05	0.2	2.14E-02
Arsenic	7440382	5544	7.37E-06	4.09E-02	4.09E-02	3.30E-03	2.60E-01	4.66E-06	0.015	1.40E-04	7.37E-06	0.2	6.08E-04
Beryllium	7440417	5544	2.32E-06	1.29E-02	1.29E-02	2.40E-03	5.95E-02	1.47E-06	0.007	6.30E-05	2.32E-06		
Cadmium	7440439	5544	3.69E-06	2.05E-02	2.05E-02	4.20E-03	1.66E-01	2.34E-06	0.02	1.75E-05	3.69E-06		
Copper	7440508	5544	1.45E-04	8.06E-01	8.06E-01			9.21E-05			1.45E-04	100	2.18E-06
Zinc	7440666	5544	4.82E-04	2.67E+00	2.67E+00			3.05E-04			4.82E-04		
Selenium	7782492	5544	3.52E-06	1.95E-02	1.95E-02			2.23E-06	20	4.18E-06	3.52E-06		
Chromium Hex	18540299	5544	6.16E-07	3.41E-03	3.41E-03	1.50E-01	9.86E-01	3.90E-07	0.2	7.31E-05	6.16E-07		
Chromium	7440473	5544	1.30E-04	7.23E-01	7.23E-01			8.25E-05			1.30E-04		
						TS =	1.48E+00		TS =	1.58E-01		TS =	2.81E-02
							1.4800			0.1580			0.0281
					TS = lbs/yr x Unit Risk x RP x 7700			TS = lbs/hr ÷ REL x RP x 150			TS = lbs/hr ÷ REL x RP x 1500		

Meters	RP	Receptor (m)
0 -100	1	
101 -250	0.25	169
251 - 500	0.04	
501 - 1000	0.011	
1001 -1500	0.003	
1501 - 2000	0.002	
2000 +	0.001	

Facility Scores
Data Reported in 2024

High Priority	Intermediate Priority	Low Priority	Needs Prioritization	Total
0	16	138	1	155

Additional Information

- California Air Resources Board AB 2588 Information:
  - https://ww2.arb.ca.gov/our-work/programs/ab-2588-air-toxics-hot-spots

- Casey Ryan, Deputy Air Pollution Control Officer
  Colusa County Air Pollution Control District
  Email: cryan@countyofcolusaca.gov
  Phone: (530) 458-0583