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

County of Colusa
Wendy G. Tyler, CAO/Clerk to the Board of Supervisors/Risk Manager
Ann Nordyke, Chief Deputy Clerk
Patricia Rodriguez, Deputy Clerk
Melissa Kitts, Deputy Clerk
(530) 458-0508/0509/0735
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COLUSA COUNTY
Board of Supervisors

Agenda

December 14, 2021

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

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

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

Phone: **1-916-246-0723**
Toll-Free: **1-800-356-8278**
Conference Code: **401978** **DO NOT PUT YOUR PHONE ON HOLD**

9:00 a.m. CALL TO ORDER
- Opening Prayer - Pledge of Allegiance
- Period of Public Comment
- Report out of November 23, 2021 Closed Session
- Announcement of Closed Session

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

CONSENT AGENDA

Approve Consent Agenda Item No.'s 1 through 16.

1. BOARD OF SUPERVISORS
Approve the Minutes from the November 23, 2021 Regular meeting and the December 7, 2021 Special meeting minutes.

2. TREASURER
Accept November 2021 Treasury Monthly Investment Report as presented.

3. TREASURER
Reaffirm County Policy No. 214 - Statement of Investment Policy and accept the 2022 Goals as presented.

4. AG COMMISSIONER
Approve Standard Agreement (No. 21-0516-005-SF) with the **California Department of Food and Agriculture** for Asian Citrus Psyllid Winter Detection Trapping, effective October 1, 2021.

5. BEHAVIORAL HEALTH
Approve Memorandum of Understanding (MOU) between **Colusa County Sheriff Office (CCSO), Colusa County Behavioral Health Services (CCBHS), Colusa Medical Center (CMC), City of Williams Police Department, City of Colusa Police Department, California Highway Patrol, and Sierra Mental Wellness** establishing duties and responsibilities when dealing with citizens in psychiatric crisis and further outlines the process of crisis resolution.

6. BEHAVIORAL HEALTH
Approve the Memorandum of Understanding (MOU) between **Colusa County Department of Behavioral Health (CCDBH), Colusa County Sheriff Office (CCSO), and Wellpath,** to establish a guideline for providing mental health services to inmates who are in need, and authorize County Administrator to sign.

7. COMMUNITY DEVELOPMENT
Approve the Certificate of Acceptance for a Avigation and Noise Easement, as amended, to the County over the residential lots in Phase 2 and later Phases in the Colusa Industrial Properties' residential development (Sunrise Landing).

8. COMMUNITY DEVELOPMENT DEPARTMENT
Adopt a Resolution authorizing the recordation of Parcel Map No. 21-02 for the Union Pacific Railroad and authorize the Surveyor to record said map.

9. COUNTY ADMINISTRATIVE OFFICE
Approve Amendment No. 1 to Loan Agreement with **State of California Energy Commission,** extending the agreement term to April 30, 2022, and authorize County Administrative Officer to sign all documents.

10. COUNTY COUNSEL
Approve contract with **Prentice Long, PC** for litigation services, effective November 23, 2021.

11. HUMAN RESOURCES/PERSONNEL
Reconsider Resolution No. 20-008, an Interim Resolution Establishing Temporary Personnel Policies due to COVID-19.

12. PURCHASING AND PROCUREMENT
Adopt plans, specifications and working details for Request for Bids for Tree Maintenance and removal at 547 Market St., Colusa; 713 D Street Colusa; 220 12th Street, Colusa; and 232 Prince Street, Princeton.

13. PURCHASING AND PROCUREMENT
Adopt plans, specifications and working details for Request for Bids for the purchase and installation of two HVAC units at the Colusa Road Yard 715 D Street, Colusa.

14. PURCHASING AND PROCUREMENT/JAIL
Approve specifications, details and plans for Request for Bids (RFB) for a Full Body Scanner including installation for the Colusa County Jail.

15. PURCHASING AND PROCUREMENT/BUILDING & GROUNDS
Ratify Purchase Order #47311182021 with The Garland Company, Inc. for materials for the Maintenance Shop roof repair totaling $19,395.48.

16. SHERIFF
Ratify Project Agreement (No. G21-03-05-L01/Contract No. C32-33-095), with the **California Department of Parks and Recreation** for on-going OHV Grant-Law Enforcement, effective October 4, 2021.

END OF CONSENT AGENDA

III. HUMAN RESOURCES

1. Adopt a Resolution approving salary modifications due to State minimum wage increase, effective January 1, 2022.

2. Delete the existing classification of Library Assistant I; change the title of the existing "Library Assistant II" to "Library Assistant I"; change the title of the existing "Library Assistant III" to "Library Assistant II"; approve the revised job description to create a flexibly staffed Library Assistant I/II classification at the following salary ranges: Library Assistant I: MSC09 ($2,450 - $3,140), Library Assistant II: MSC12 ($2,639 - $3,384) per month; and amend the Position Allocation Schedule for Library (921), effective January 1, 2022.

3. Adopt a Resolution of the Colusa County Board of Supervisors Authorizing the County Administrative Officer to Serve as the Deferred Compensation Plans Administrator.

4. Adopt a Resolution of the Colusa County Board of Supervisors Delegating Its Authority to Make Applications on Behalf of the Agency for Disability Retirement to the Human Resources Director and Delegating Its Authority to Make Disability Determinations to the County Administrative Officer.

5. Approve the revised job description for the Peer Support Specialist.

6. Approve the revised job description to create a Social Worker I/II/III/IV series.

7. Approve revision to the Side Letter Agreement (C21-210) to the 2019-2023 CCEA MOU which establishes an Out of Class Pay equal to 5% of an employee's base pay for CCEA unit members retroactive to January 19, 2020.

8. Adopt Revised Job Class Table reflecting classification range changes and increased hourly rate to comply with 2022 minimum wage requirements adopted by the Board on December 14, 2021. **Further**, approve deleting the following redundant positions that fall under Extra Help: Agricultural Aide, Clerical/Extra Help, Patient's Rights Advocate, and Senior Nutrition Driver.

IV. AG COMMISSIONER

1. Presentation and adoption of a Resolution approving the Colusa County Livestock Pass Program in accordance with AB 1103 and authorize the County Agricultural Commissioner to establish said program.

AIR POLLUTION CONTROL

2. **SITTING AS THE COLUSA COUNTY AIR POLLUTION CONTROL DISTRICT**
Adopt a Resolution accepting grant funds awarded under the California Air Resources Board's Greenhouse Gas Emission Standards for Crude Oil and Natural Gas Facilities - Implementation and Enforcement. **Further**, approve Grant Agreement (Grant No. G21-OGG-03) with the **California Agency Air Resources Board,** effective January 1, 2022 and authorize the Air Pollution Control Officer to sign.

V. AUDITOR

1. Approve Special Claims.

VI. COMMUNITY DEVELOPMENT DEPARTMENT

1. Review, consider, and authorize the County Administrative Officer to send the 15-day written notice terminating the Administrator Staff Services Agreement with the Colusa Groundwater Authority.

VII. BEHAVIORAL HEALTH

1. Adopt Resolution authorizing participation in the No Place Like Home (NPLH) Program Non-competitive Allocation Project: Rancho Colus.

2. Adopt a Resolution Authorizing Participation in the No Place Like Home (NPLH) Program Competitive Allocation Project: Rancho Colus.

VIII. PURCHASING AND PROCUREMENT/SHERIFF

1. Purchasing is requesting that the Board finds that competitive bidding is not in the County's best interest and approve purchase of 25 Axon Taser 7 models from Axon Enterprises, Inc. due to the prior purchase of Axon's body cameras compatibility and trade in discount, and authorize Purchasing Agent to issue Purchase Order.

IX. COUNTY ADMINISTRATIVE OFFICE

1. Approve FY 21/22 Revenue and Appropriations Inter-Budget Adjustments No. 009. **(4/5 vote required)**

2. Adopt Policy No. 108; Colusa County Communications Policy.

3. Adopt Policy No. 109; Colusa County Social Media Policy and Procedures.

X. BOARD OF SUPERVISORS

1. Follow up presentation of Colusa County Ambulance Feasibility Study by AP Triton; further, potential direction to staff following presentation.

2. Select County projects for submission to the California Department of Parks and Recreation to be funded with the County's Prop 68 Per Capita allocation in the amount of $474,602; further Adopt a Resolution allocating $103,350 of the County's Prop 68 Per Capita funding to Arbuckle Parks & Recreation District.

XI. SUPERVISORS' REPORTS OR COMMENTS

XII. STATE OR FEDERAL LEGISLATION/GENERAL BUDGETARY MATTERS

RECESS

XIII. CLOSED SESSION/COUNTY COUNSEL

1. EXISTING LITIGATION - Conference with legal counsel pursuant to Government Code § 54956.9, subdivision (d)(1) concerning litigation that has been formally initiated. The case name is National Prescription Opiate Litigation, U.S. District Court, Northern District of Ohio, Case No. 1:17-md-02804-DAP

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

COMMUNITY DEVELOPMENT DEPARTMENT/PLANNING & BUILDING

1. Public Hearing, introduction by title only, and passage of an Ordinance adopting a CEQA Exemption and Zoning Text Amendment defining Tiny Homes (Park Trailers) as a type of permitted Accessory Dwelling Unit (PD-21-03).

2. Public Hearing and Introduction by title only, of a proposed Ordinance rescinding Ordinance No.'s: 701 and 705. **Further**, Adopt a Resolution rescinding Resolution No. 19-013 and approving the 2021 County-Wide Development Impact Fee Update and Nexus Study.

11:00 a.m. **REDISTRICTING**/BOARD OF SUPERVISORS

1. Adoption of a proposed Ordinance of the Board of Supervisors Of the County of Colusa Establishing the New Boundaries of the Five Supervisorial Districts of the County of Colusa and Amending Chapter 2, Article X, of the Colusa County Code.

ADJOURN

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

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

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

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

COUNTY OF COLUSA, CA **2.1**

Request For County Board of Supervisors Action

MEETING DATE:	**December 14, 2021**
DEPARTMENT:	**Board of Supervisors**
FROM:	**Ann Nordyke**
SUBJECT:	**Approval of the November 23, 2021 Board of Supervisors meeting Minutes and the December 7, 2021 Special meeting.**

Approve the Minutes from the November 23, 2021 Regular meeting and the December 7, 2021 Special meeting minutes.

Detailed Description/Background of request

The Board of Supervisors held duly noticed meetings on November 23, 2021and a Special meeting on December 7, 2021 and the Clerk is now requesting approval of those minutes.

Prior Board Action

None.

Fiscal Impact/Funding Source

None

Action for the Clerk

Print minutes on special paper for Minutes book, obtain signature, add to Minutes book and distribute accordingly. Scan into Laserfiche

ATTACHMENTS:

- 11-23-21 Minutes (PDF)
- 12-07-21 Minutes Special Meeting (PDF)

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

Minutes

November 23, 2021

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

The Board of Supervisors of the County of Colusa, State of California meets in Regular Session this 23rd day of November 2021 at the hour of 9:00 a.m. Present: Supervisors Daurice K. Smith, Kent S. Boes, Denise J. Carter, J. Merced Corona and Gary J. Evans.

Opening Prayer - Pledge of Allegiance

PERIOD OF PUBLIC COMMENT

None.

REPORT OUT OF NOVEMBER 9, 2021 CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Initiation of litigation pursuant to Government Code 54956.9 (b)(4): 1 Case.
Direction given to staff.

ANNOUNCEMENT OF CLOSED SESSION

Counsel announces Closed Session as follows:

1. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION
   Anticipated Litigation pursuant to Government Code Section 54956.9 (d)(4): One matter.

2. CONFERENCE WITH LEGAL COUNSEL-EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE
   Pursuant to Gov't Code section 54957

I. STAFF REPORTS

Ms. Allen states that the Ag Commissioner's office will be hosting their Annual Growers Meeting for continuing education at the Colusa County Fairgrounds on December 8, 2021, with registration starting at 7:30 a.m.

Attachment: 11-23-21 Minutes (8074 : Approval of the November 23, 2021 Regular Meeting & Dec. 7, 2021 Special Minutes)

Ms. Kelly provides an update on matters related to COVID-19 including vaccination availability, upcoming clinics and testing, and adds that Public Health Officer, Dr. Delgado wanted the Board to be aware that the Regeneron treatment is now available at Colusa Medical Center. She further states the Community Action Partnership has opened a grant opportunity that has been posted online today.

Ms. Church states that Human Resources is now utilizing the new Neogov platform for job postings. She states that they've received a good response to recent job listings and will have all current County recruitments posted onto the platform soon.

Mr. O'Neill states that there is a noncompetitive COVID-19 grant that Behavioral Health will be applying for that will allow clinical assistance to the Colusa County School District. He further states that once approved, funds should be received in February.

Mr. Plucker states that Mary Fahey will be leaving the County as Water Resources Manager.

CONSENT AGENDA

Approve Consent Agenda Items No.'s 1 through 17.

1. BOARD OF SUPERVISORS

Approve the Minutes from the November 9, 2021 Regular meeting and the November 15, 2021 Special meeting.

2. AG COMMISSION

Approve Contract No. **C21-211,** Standard Agreement (No.21-0283-000-SG) with the **California Department of Food and Agriculture** for the Bee Safe Program, effective July 1, 2021.

3. APPOINTMENT/WILLIAMS FIRE PROTECTION DISTRICT

Reappoint Samuel Reynolds (Dist. 3) to the Williams Fire Protection District to serve a 4-year term effective July 18, 2021 through July 17, 2025. **(Application Received: Samuel Reynolds)**

4. APPOINTMENT/COLUSA CEMETERY DISTRICT

Reappoint Janice Bell to the Colusa Cemetery District Board, effective December 9, 2021 through December 8, 2025. **(Application received: Janice Bell)**

5. COUNTY COUNSEL

Approve Contract No. **C21-212,** Fourth modification to contract with Attorney, **John E. B. Myers, Esq.,** for dependent children legal representation, effective December 31, 2021.

6. HEALTH AND HUMAN SERVICES

Approve Contract No. **C21-213,** the First Modification to the Agreement for Professional Services with **Youth of Change** for the provision of Wraparound services.

Attachment: 11-23-21 Minutes (8074 : Approval of the November 23, 2021 Regular Meeting & Dec. 7, 2021 Special Minutes)

7. HEALTH AND HUMAN SERVICES
Approve Contract No. **C21-214,** Subcontract (Agreement No. 21-007) with the **Chico State Enterprises,** for Senior Nutrition Program funding, effective July 1, 2021, and authorize County Administrative Officer to sign.

8. HUMAN RESOURCES/PERSONNEL
Reconsider Resolution No. 20-008, an Interim Resolution Establishing Temporary Personnel Policies due to COVID-19.

9. PURCHASING AND PROCUREMENT
Declare three vehicles from two Departments as surplus County property and authorize the Purchasing Agent to dispose of same.

10. PURCHASING AND PROCUREMENT
Ratify Contract No. **C21-215**, 1st Amendment to a software agreement with **OpenGov, Inc.,** effective October 27, 2021.

11. PURCHASING AND PROCUREMENT/BEHAVIORAL HEALTH
Approve Contract No. **C21-216**, 2nd Modification to agreement with **Noel J. O'Neill**, for Interim Behavioral Health Director services, effective November 1, 2021.

12. PURCHASING AND PROCUREMENT/PUBLIC WORKS
Approve Contract No. **C21-217** with **ADKO Engineering** to provide the County with Surveyor services, effective November 1, 2021.

13. PURCHASING AND PROCUREMENT/HEALTH AND HUMAN SERVICES
Approve Contract No. **C21-218** with **Susan Haun, bda Strategies By Design**, for evaluation of the tobacco education program, effective January 1, 2022.

14. PURCHASING AND PROCUREMENT/PROBATION
Approve Contract No. **C21-219**, a 5 year Equipment Lease agreement with **Superior California Office Equipment** and Contract No. **C21-220**, Maintenance agreement with **Advanced Document** for 2 new copy machines.

15. SHERIFF/OES
Adopt **Resolution No. 21-068** certifying continuance of local drought emergency, first proclaimed by Sheriff Garofalo on June 16, 2021, ratified by the Board on June 22, 2021, continued on Aug. 17, 2021 and October 12, 2021

16. SHERIFF
Adopt **Resolution No. 21-069** authorizing the Sheriff to apply for and execute the California State Parks Boating and Waterways Safety and Enforcement financial aid program and approving Contract No. **C21-221** with the **California Department of Parks and Recreation,** effective July 1, 2022, to sign reimbursement claims, and authorizing the County Auditor to certify the amount of prior year's vessel taxes.

17. TREASURER
Accept October 2021 Treasury Monthly Investment Report as presented.

Attachment: 11-23-21 Minutes (8074 : Approval of the November 23, 2021 Regular Meeting & Dec. 7, 2021 Special Minutes)

III. COUNTY OFFICE OF EDUCATION

1. Update from the County Superintendent of Schools Regarding Williams Settlement Site Visits and other matters of interest.

Comments received by Mr. West.

IV. AUDITOR

1. Approve Special Claims as follows:

Invoice #	Fund/Department	Vendor	Amount
113019601	HEALTH & HUMAN SERVICES	LAMAR COMPANIES	$675.00
286	AIRPORT	SACRAMENTO RIVER AVIATION, LLC	$60.00
V0371385	CLERK-RECORDER	VITAL RECORDS CONTROL	$180.00

Comments received by Ms. Tyler.

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

V. HUMAN RESOURCES

1. Approve a Step 3 appointment for Teresa Henderson, Deputy Director of Health & Human Services, MGT Range 35, $9,227 per month, effective her date of hire. **(4/5th vote required)**

Comments received by Ms. Church.

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

2. Approve the following actions to be effective December 1, 2021:

A. Delete the existing classification of Office Assistant I; change the title of the existing "Office Assistant II" to "Office Assistant I"; change the title of the existing "Office Assistant III" to "Office Assistant II"; approve the revised job description to create a flexibly staffed Office Assistant I/II classification at the following salary ranges: Office Assistant I: MSC09 ($2,450 - $3,140), Office Assistant II: MSC13 ($2,705 - $3,470); Office Assistant II-AG MSC43 ($2,885-$3,686)

B. Adopt the range adjustment for the classifications of Office Assistant Supervisor from MSC16 ($2,915 -$3,737) to MSC19 ($3,140 - $4,027) per month.

Attachment: 11-23-21 Minutes (8074 : Approval of the November 23, 2021 Regular Meeting & Dec. 7, 2021 Special Minutes)

C. Amend the Position Allocation Schedule for the following departments with the above changes: Agriculture (559), Behavioral Health Services (713), Health and Human Services (811) and Probation (150/535)

Comments received by Ms. Church.

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

3. Adopt Revised Job Class Table reflecting classification range changes adopted by the Board on November 23, 2021.

Comments received by Ms. Church.

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

VI. AG COMMISSION/MIGRANT HOUSING

1. Adopt **Resolution No. 21-070** approving Contract No. **C21-222**, 2021-2023 fiscal year rehabilitation contract with the **State of California Department of Housing and Community Development** for the Williams Migrant Center.

Comments received by Ms. Allen and Ms. Tyler.

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

Chair Evans recesses at 9:54 a.m. and states they are now sitting as the Colusa County Air Pollution Control District with all Directors present.

9:54 a.m. Supervisor Carter leaves the room.

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

Adopt **Resolution No. 21-071** Approving and Authorizing the Application to Administer The Funding Agricultural Replacement Measures for Emission Reductions (FARMER) Program for Fiscal Year (FY) 2021-22, and Authorize the Air Pollution Control Officer to sign on behalf of the County.

Comments received by Ms. Allen and Mr. Ryan.

Chair Evans adjourns as the Colusa County Air Pollution Control Board at 10:14 a.m. and states they are now sitting as the Colusa County Board of Supervisors with all Supervisors present.

Attachment: 11-23-21 Minutes (8074 : Approval of the November 23, 2021 Regular Meeting & Dec. 7, 2021 Special Minutes)

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

10:14 a.m. Supervisor Carter rejoins the session and is now seated.

VII. HEALTH AND HUMAN SERVICES

1. Adopt **Resolution No. 21-072** authorizing Colusa County Department of Health and Human Services to apply for the Federal Emergency Solutions Grant Program.

Comments received by Ms. Kelly.

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

Chair Evans recesses as the Colusa County Board of Supervisors at 10:15 a.m. and states they are now sitting as the Colusa County In-Home Supportive Services Public Authority Board with all Directors present.

2. **SITTING AS IN-HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY BOARD**

Approve the Public Authority rate change due to increase in the minimum wage for IHSS service providers effective January 1, 2022 as follows: $15.00 per hour minimum wage, $0.50 per hour wage supplement, $0.80 per hour for payroll taxes, and $0.43 for the Administrative portion of the rate for a total Public Authority rate of $16.73 per hour.

Comments received by Ms. Kelly.

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

Chair Evans adjourns as the Colusa County In-Home Supportive Services Public Authority Board at 10:17 a.m. and states they are now sitting as the Colusa County Board of Supervisors with all Supervisors present.

VIII. COMMUNITY DEVELOPMENT DEPARTMENT

1. Approve Contract No. **C21-223** with **Rural Community Assistance Corporation** to prepare LEAP Grant funded income surveys in the communities of Arbuckle, Maxwell, and Princeton.

Comments received by Mr. Plucker and Ms. Tyler.

Attachment: 11-23-21 Minutes (8074 : Approval of the November 23, 2021 Regular Meeting & Dec. 7, 2021 Special Minutes)

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

IX. PURCHASING AND PROCUREMENT/CO-OP EXTENSION

1. Approve Contract No. **C21-224** Equity Lease Agreement with **Enterprise FM Trust** for a Ford F-250 Super Cab Pickup for Cooperative Extension and authorize the Purchasing Agent to sign the agreement.

Comments received by Mr. Niederholzer and Ms. Tyler.

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

X. COUNTY ADMINISTRATIVE OFFICE

1. Approve FY 21/22 Revenue and Appropriations Intra-Budget Contingency Request Adjustments No. B-22041. **(4/5 vote required)**

Comments received by Ms. Tyler.

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

2. Approve FY 21/22 Revenue and Appropriations Inter-Budget Adjustments No. 006 -008. **(4/5 vote required)**

Comments received by Ms. Tyler.

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

XI. BOARD OF SUPERVISORS

1. Approve the 2022 Board of Supervisors meeting schedule.

Comments received by Ms. Tyler.

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

Attachment: 11-23-21 Minutes (8074 : Approval of the November 23, 2021 Regular Meeting & Dec. 7, 2021 Special Minutes)

2. Approve Letter to Citizens Redistricting Commission concerning State and Federal Legislative District Boundaries.

Comments received by Ms. Tyler.

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

Chair Evans recesses as the Colusa County Board of Supervisors at 10:35 a.m. and states they are now sitting as the Colusa County Board of Equalization with all Directors present.

3. **SITTING AS THE COLUSA COUNTY BOARD OF EQUALIZATION**

Adopt Findings of Facts and Ruling on Assessment Appeal No. 20-06 Olam Tomato Processors Inc, upholding the Assessor's valuation.

Comments received by Mr. Stout.

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

Chair Evans adjourns as the Colusa County Board of Equalization at 10:37 a.m. and states they are now sitting as the Colusa County Board of Supervisors with all Supervisors present.

XII. SUPERVISORS' REPORTS OR COMMENTS

Supervisor Boes

Meetings/functions attended:

- Special Board meeting
- RACE Communication meeting
- Williams City Council meeting
- Regional Housing Authority meeting
- Fallen Soldier Memorial Unveiling

Supervisor Smith

Meetings/functions attended:

- JPA EMS meeting
- Special Board meeting
- Treasury Oversight meeting
- NCCC Board meeting
- Continuum of Care meeting
- AP Triton Ambulance meeting

Attachment: 11-23-21 Minutes (8074 : Approval of the November 23, 2021 Regular Meeting & Dec. 7, 2021 Special Minutes)

Supervisor Carter
Meetings/functions attended:
RCRC Board meeting
Special Board meeting
RCD meeting
Farm Bureau Annual meeting
Butte Subbasin Advisory Board meeting
Fallen Soldier Memorial Unveiling
Flood Plains Reimagined Steering Committee meeting
Colusa Groundwater Authority meeting

Supervisor Corona
Meetings/functions attended:
AP Triton Ambulance meeting
Continuum of Care meeting
Special Board meeting
Fallen Soldier Memorial Unveiling
Treasury Oversight meeting
CAO and County Counsel meeting
Veterans Golf Tournament Fundraiser

Supervisor Evans
Meetings/functions attended:
Agenda Review
Special Board meeting
Sites meeting - EIR/EIS has been released.
EMCC meeting

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

Chair Evans declares a recess 10:45 a.m. and reconvenes at 11:00 a.m. with all Supervisors present.

11:00 a.m. REDISTRICTING/BOARD OF SUPERVISORS
1. Discussion/direction on the Redistricting proposals for County Supervisorial Districts based on 2020 Census data.

Ms. Tyler states that this is the 4th meeting and states at the last meeting, she misspoke and clarifies that there will not be a meeting on November 30, 2021. She further states at this meeting, it's recommended the Board agree on final boundaries so final maps and an Ordinance may be introduced at the next meeting. She further requests that Counsel review considerations pursuant to the Elections Code as there have been questions from members of the public and the Board of Supervisors.

Mr. Stout states the Board should consider boundaries in the following order and refers to Elections Code Section 21500 Section C and reads into the record as follows:

(c) The board shall adopt supervisorial district boundaries using the following criteria as set forth in the following order of priority:

Attachment: 11-23-21 Minutes (8074 : Approval of the November 23, 2021 Regular Meeting & Dec. 7, 2021 Special Minutes)

(1) To the extent practicable, supervisorial districts shall be geographically contiguous. Areas that meet only at the points of adjoining corners are not contiguous. Areas that are separated by water and not connected by a bridge, tunnel, or regular ferry service are not contiguous.

(2) To the extent practicable, the geographic integrity of any local neighborhood or local community of interest shall be respected in a manner that minimizes its division. A "community of interest" is a population that shares common social or economic interests that should be included within a single supervisorial district for purposes of its effective and fair representation. Communities of interest do not include relationships with political parties, incumbents, or political candidates.

(3) To the extent practicable, the geographic integrity of a city or census designated place shall be respected in a manner that minimizes its division.

(4) Supervisorial district boundaries should be easily identifiable and understandable by residents. To the extent practicable, supervisorial districts shall be bounded by natural and artificial barriers, by streets, or by the boundaries of the county.

(5) To the extent practicable, and where it does not conflict with the preceding criteria in this subdivision, supervisorial districts shall be drawn to encourage geographical compactness in a manner that nearby areas of population are not bypassed in favor of more distant populations.

Ms. Tyler states some Board Members have utilized the interactive maps and an email of public comment was received by Ms. Roberts.

Mr. Azevedo states the Supervisors will have to use their log in information to access any changes they've made to the interactive maps. He further states that the maps presented from the previous meeting contain an error where the boundary in District 1 should have been located on White Road, but included census blocks North of White Road.

Supervisor Smith requests Mr. Azevedo make the corrections and remove the 3 census blocks North of White Road. She further requests adding the 3 census blocks West from Eddy Road to I-5.

Mr. Azevedo makes the requested changes.

Chair Evans requests clarification regarding population requirements in the Elections Code.

Ms. Tyler states that the code does not state any requirement, but surrounding Counties and historically staff has utilized 5% as the parameter between District populations.

Supervisor Boes requests some changes to proposed map "D" and has concerns that the boundaries aren't very clean. He further states he'd like the District 4 boundary

Attachment: 11-23-21 Minutes (8074 : Approval of the November 23, 2021 Regular Meeting & Dec. 7, 2021 Special Minutes)

moved to Old highway 99 to keep the downtown and commercial district of Williams together in District 3.

Supervisors Carter and Corona state they have nothing additional to add.

Supervisor Smith states that there has been feedback regarding District 2 and District 5's boundaries and she doesn't prefer crossing the 2047 Canal but doesn't see another solution.

Mr. Azevedo states that he will extend the border of East Clay Street to the river and those areas south to Sutter will be included in District 2.

Mr. Azevedo states that if there are no further issues, he will draft the revised maps.

Supervisors Smith states she has concerns over losing population in the City of Colusa with the changes.

Ms. Tyler asks if they can review the elections code portion.

Supervisor Smith states the Districts have been historically split by Bridge Street.

Ms. Tyler states consideration needs to be made in the order of criteria stated in the Elections Code. The letter received regarding "Goad's Extension" from the Partnership to Preserve Community Integrity states the majority of the population in question live or maintain a business East of Bridge Street. The group has only identified as parts of "Goad's Extension". She further states the Supervisorial District boundaries should be easily identifiable and should be bounded by natural and artificial barriers by streets or the boundaries of the County as practical.

Supervisor Smith states it is cleaner putting it into one, but accepts the consensus.

Supervisor Boes states that if District 2 is pushed back and doesn't cross the 2047 Canal, it will significantly increase District 1's population.

Supervisor Boes requests to review the city boundaries of the City of Williams.

Mr. Azevedo shows the map of Williams with the City overlay.

Chair Evans states he finds the boundaries acceptable.

Ms. Tyler asks if the Supervisors have consensus that this version is the final map subject to the approval of the Ordinance.

Mr. Azevedo states they can still make changes.

Ms. Tyler states it should be considered that a substantial revision of the map would have to be renoticed and be reintroduced and will take additional time.

Supervisor Boes requests clarification as to what constitutes a major change.

Attachment: 11-23-21 Minutes (8074 : Approval of the November 23, 2021 Regular Meeting & Dec. 7, 2021 Special Minutes)

Mr. Stout states the code doesn't specify but states the change would have to be substantial.

Ms. Tyler states this map will be save as proposed map "E" and will be presented as the final map.

Chair Evans declares a recess at 11:43 a.m. to convene in Closed Session.

XIV. CLOSED SESSION/COUNTY COUNSEL

1. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION Anticipated Litigation pursuant to Government Code Section 54956.9 (d)(4): One matter.

2. CONFERENCE WITH LEGAL COUNSEL-EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE. Pursuant to Gov't Code section 54957

Chair Evans adjourned the meeting at 1:04 p.m. to reconvene in Regular Session on December 14, 2021 at the hour of 9:00 a.m.

_____
Gary J. Evans, Chair

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

BY_____
Melissa Kitts, Deputy Clerk

Attachment: 11-23-21 Minutes (8074 : Approval of the November 23, 2021 Regular Meeting & Dec. 7, 2021 Special Minutes)

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



County of Colusa
Wendy G. Tyler, CAO/Clerk to the
Board of Supervisors/Risk Manager
Ann Nordyke, Chief Deputy Clerk
Patricia Rodriguez, Deputy Clerk
Melissa Kitts, Deputy Clerk
(530) 458-0508/0509/0735
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COLUSA COUNTY
BOARD OF SUPERVISORS

Minutes

December 7, 2021

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

The Board of Supervisors of the County of Colusa, State of California meets in Regular Session this 7th day of December 2021 at the hour of 11:00 a.m. Present: Supervisors Daurice K. Smith, Kent S. Boes, Denise J. Carter, J. Merced Corona and Gary J. Evans.

Opening Prayer - Pledge of Allegiance

I. BOARD OF SUPERVISORS

1. Discussion/direction on the Redistricting proposals for County Supervisorial Districts based on 2020 Census data.

Ms. Tyler states that this is the 5th meeting to determine new supervisorial district boundaries based on the 2020 Census data. She further states that at this meeting the Board will review proposed map "E", which was based upon public comment, discussions by the Board and meets the following criteria:

- Geographically contiguous districts
- Communities of interest to remain intact
- Cities kept together
- Easily Identifiable boundaries
- Encourage compactness

Ms. Tyler further states that there is a second item on the agenda to move forward with the adoption of an Ordinance, but states the Board will first have the opportunity to discuss the final map.

Chair Evans shares concerns regarding the majority of the population of District 4 residing within the City of Williams. He further states that he has discussed the issue with Supervisor Boes in efforts to find a solution.

Attachment: 12-07-21 Minutes Special Meeting (8074 : Approval of the November 23, 2021 Regular Meeting & Dec. 7, 2021 Special Minutes)

Supervisor Boes states the solution they have agreed upon will make District 4 larger and solves District 3 losing rural residential population.

Mr. Azevedo makes the changes on the map to include portions south of E Street to Sutter Street in District 3. He further includes blocks north of E Street to Highway 20 and East to Interstate 5 to District 4. Upon completion, Mr. Azevedo experienced technical difficulty generating the updated population numbers.

Ms. Tyler states the issue needs to be fixed to get the accurate numbers before the Board can proceed.

Chair Evans declares a recess 11:23 a.m. and reconvenes at 11:38 a.m. with all Supervisors present.

Mr. Azevedo states the map update brings the population number of District 3 to 4,291 and District 4's population to 4,174.

Chair Evans asks if there is any further discussion.

Mr. Sellers inquires as to the nature of the redistricting process.

Ms. Tyler explains the redistricting process.

Mr. Sellers asks if the redistricting process will affect the population of the City of Williams.

Ms. Tyler further explains the process and states the supervisorial district boundaries changes have not impacted the population of the City of Williams.

Supervisor Boes states that there won't be significant changes to Supervisor district boundaries within the City of Williams.

Ms. Tyler states that if there are no other changes, this will be the final map. She further states that the Supervisors will no longer have the opportunity to make changes in order to meet the required deadline of December 15, 2021.

Chair Evans states there will be no more changes.

Mr. Stout states that since the boundaries have changed, this Ordinance is no longer accurate. He further refers to Government Code 25131's exception which allows for passage of the Ordinance at a Public Hearing, which will be held at the next meeting on December 14, 2021. If the Ordinance is not passed at a Public Hearing at the next meeting, the Board loses jurisdiction and boundaries will be determined by the Superior Court at the County's expense.

COUNTY COUNSEL

2. **PULLED FROM CONSIDERATION**

Introduce by title only an Ordinance Amending Chapter 2, Article X of the Colusa County Municipal Code pertaining to Supervisorial District Boundaries, and waive any further reading of the ordinance.

Attachment: 12-07-21 Minutes Special Meeting (8074 : Approval of the November 23, 2021 Regular Meeting & Dec. 7, 2021 Special Minutes)

Chair Evans adjourned the meeting at 11:46 a.m. to reconvene in Regular Session on December 14, 2021 at the hour of 9:00 a.m.

_____
Gary J. Evans, Chair

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

BY_____
Melissa Kitts, Deputy Clerk

Attachment: 12-07-21 Minutes Special Meeting (8074 : Approval of the November 23, 2021 Regular Meeting & Dec. 7, 2021 Special Minutes)

COUNTY OF COLUSA, CA **2.2**

Request For County Board of Supervisors Action

MEETING DATE: **December 14, 2021**

DEPARTMENT: **Treasurer**

FROM: **Cindy Dillard**

SUBJECT: **Treasurer's Monthly Investment Report**

Accept November 2021 Treasury Monthly Investment Report as presented.

Detailed Description/Background of request

Required pursuant to Section 27131-27137 of the Government Code

Prior Board Action

Fiscal Impact/Funding Source

Action for the Clerk

None

ATTACHMENTS:

- November 21 Treasurer's Report (PDF)

COLUSA COUNTY
TREASURER'S MONTHLY INVESTMENT REPORT

DATE 12.14.21
AS OF 11.30.21

	BOOK VALUE	YIELD	COUPON	ORIGINAL FACE PAR	PAYDOWNS RECEIVED	COUNTY PAR	55 DAYS DELAY PAYMENTS	UNION BANK PAR	MATURITY	MARKET VALUE	GAIN/LOSS	DATE SOLD	PERCENTAGE OF PORTFOLIO
AGENCY BONDS													
N/A													
Agency Total	-					-		-		-	0.00		0.0%
MUNICIPAL BONDS													
574348CB2	547,268.58	0.67%	0.881%	547,904.85		545,000.00		545,000.00	06/01/23	546,417.00			
574348CC0	704,212.43	0.87%	1.075%	705,005.00		700,000.00		700,000.00	06/01/24	700,119.00			
574348CD8	706,929.63	1.02%	1.275%	707,917.00		700,000.00		700,000.00	06/01/25	698,467.00			
797299LXO	681,813.60	0.85%	3.640%	698,221.80		615,000.00		615,000.00	10/15/25	665,669.85			
260888AD4	402,096.00	0.87%	0.972%	402,096.00		400,000.00		400,000.00	06/01/26	388,324.00			
130179KW3	869,728.06	1.51%	3.181%	878,528.00		800,000.00		800,000.00	04/01/27	836,048.00			
899141BB0	686,317.52	1.18%	2.713%	693,578.75		635,000.00		635,000.00	05/01/27	663,835.35			
260888AE2	606,030.00	1.20%	1.367%	606,030.00		600,000.00		600,000.00	06/01/27	586,206.00			
971252AB7	300,564.88	0.53%	0.720%	300,666.00		300,000.00		300,000.00	08/01/22	299,817.00			
971252AD3	231,631.22	0.73%	0.970%	231,729.60		230,000.00		230,000.00	08/01/24	227,624.10			
971252AH4	187,270.24	2.03%	2.220%	187,332.85		185,000.00		185,000.00	08/01/28	184,837.20			
971252AK7	268,821.34	2.38%	2.560%	268,906.10		265,000.00		265,000.00	08/01/30	268,066.05			
971252AL5	573,904.26	2.48%	2.660%	574,085.20		565,000.00		565,000.00	08/01/31	575,712.40			
797679CF2	262,540.73	2.20%	2.278%	261,175.20		260,000.00		260,000.00	03/01/28	262,030.60			
797669ZR2	3,221,307.71	2.00%	2.768%	3,188,047.50		3,025,000.00		3,025,000.00	07/01/31	3,214,425.50			
6723225N45	1,281,552.53	1.87%	2.061%	1,280,104.10		1,265,000.00		1,265,000.00	08/01/28	1,280,104.10			
38122NB35	5,185,866.78	1.85%	2.246%	7,138,080.25		6,965,000.00		6,965,000.00	06/01/29	7,138,080.25			
38122NB35	7,158,069.03	1.89%	2.246%	5,174,872.30		5,035,000.00		5,035,000.00	06/01/29	5,174,872.30			
854434AH0	547,484.28	2.06%	2.340%	546,475.75		535,000.00		535,000.00	04/01/30	546,475.75			
189344FE9	1,000,437.50	2.25%	2.250%	1,000,000.00		1,000,000.00		1,000,000.00	06/01/31	1,000,000.00			
Municipal Total	25,423,846.32			25,390,756.25		24,625,000.00		24,625,000.00		25,257,131.45			
Grand Total	**25,423,846.32**			**25,390,756.25**	-	**24,625,000.00**	-	**24,625,000.00**		**25,257,131.45**	-		19.6%
Interest Liability	(32,429.24)												
NET BOOK	25,391,417.08												
												Unrealized	
											(134,285.63)	Gain/Loss	

LAIF/STATE OF CALIFORNIA LOCAL AGENCY FUND

		QTR TO DATE	DAILY	
SRWSLD	66,047.84	0.203%	0.207%	
REC DIST 108	15,220.31	0.203%	0.207%	
REC DIST 1004	-	0.203%	0.207%	
COUNTY	62,300,000.00	0.203%	0.207%	
CCOE	39,050,000.00	0.203%	0.207%	
TOTAL LAIF	101,431,268.15			78.1%
CASH	3,088,929.97			2.4%
TOTAL LIQUID	104,520,198.12		**80.43% Liquidity**	
GRAND TOTAL	129,944,044.44			100.0%

INTEREST RECEIVED

Oct - Nov 2021	76,312.10	11/30/2021	Est. 0.20%
July-Aug-Sept 2021	94,563.39	9/30/2021	Est. 0.25%
April-May-June 2021	126,583.56	6/30/2021	0.44%
Jan-Feb-March 2021	164,228.17	3/31/2021	0.50%
Oct-Nov-Dec 2020	199,902.21	12/31/2020	0.74%
July-Aug-Sept 2020	448,059.44	9/30/2020	1.87%
April-May-June 2020	390,780.16	6/30/2020	1.55%
Jan-Feb-March 2020	1,156,018.35	3/31/2020	4.55%

Note 1: Union Bank of California did the bond valuation.
Note 2: Liquidity (excluding LAIF accounts that are segregated) is 80.42%
Note 3: All Investments comply with the Investment Policy and the Treasurer's Goals for Colusa County.
Note 4: There is sufficient liquidity to meet cash flow for the next 6 months.
Note 5: Interest will be reduced $25,000 at the end every quarter for treasury fee.
Note 6: Bonds with astrict (*) are callable
Note 7: Municipal Bonds are Government Entities within the State of California.
Note 8: Effective 08/08/18 County is no longer responsible for RD 1004 LAIF
Note 9: 13017HAE6 matured 07/01/19 and 3130AADT2 was called 07/16/19
Note 10: 3133EGP58 was called 08/13/19

DANIEL A. CHARTER
DANIEL A. CHARTER
TREASURER-TAX COLLECTOR

COUNTY OF COLUSA, CA

2.3

Request For County Board of Supervisors Action

MEETING DATE: **December 14, 2021**

DEPARTMENT: **Treasurer**

FROM: **Cindy Dillard**

SUBJECT: **Annual Investment Policy and Goals**

Reaffirm County Policy No. 214 - Statement of Investment Policy and accept the 2022 Goals as presented.

Detailed Description/Background of request

Required pursuant to Section 27131-27137 of the Government Code

Prior Board Action

Fiscal Impact/Funding Source

Action for the Clerk

None

ATTACHMENTS:

- 2022 Goals (DOCX)
- Policy 214 Statement of Investment (PDF)

County of Colusa
Treasurer-Tax Collector
Daniel A Charter, CPA
Attorney at Law, Treasurer- Tax Collector,
Public Administrator

547 Market St, Suite 111
Colusa, CA 95932

Main (530) 458-0440
Fax (530) 458-0442
colusattc@countyofcolusa.org

COLUSA COUNTY TREASURER/TAX COLLECTOR

2022 Treasurer's Goals

1. Stay within the investment policy.
2. Maintain 75% or greater liquidity, if bonds yield 2% or less.
3. If bond yields go to 3% or greater, maintain 50% liquidity.
4. If bond yields go to 4% or greater, maintain 40% liquidity or 2% yield if less than or equal to 2 years maturity.
5. Invest in government or quasi government A – rated bonds or better with an 11 year or less maximum maturity.
6. If above criteria are not met, all money will go into LAIF.

Attachment: 2022 Goals (6283 : Treasury Oversight Committee)

COUNTY OF COLUSA
STATEMENT OF INVESTMENT POLICY

In accordance with the government code section 53600 series, it is the responsibility of the County Treasurer, with the approval of the Board of Supervisors, to secure and protect the public funds of the County, and to establish proper safeguards, controls, and procedures to maintain these funds in a lawful, rational and auspicious manner. Said maintenance shall include the prudent and secure investment of those funds that are not immediately required for daily operations, in a manner anticipated to provide additional benefit to the people of the County of Colusa. In addition, the County Treasurer acts as the Treasurer, cash manager, and investor for a sizable number of public agencies within the County rather than each entity having to locate and hire a knowledgeable person to handle the entity's banking, investments and other financial duties separately. This pooling of public funds eliminates duplication of expenses, but also smoothes out cash flow differences, permits cost savings through higher volume, and attracts more professional service providers.

This Statement of Investment Policy will be provided annually for the review of the Oversight Committee and the approval of the Board of Supervisors after discussion in an open public meeting. Upon request, it will also be provided to participants in the County Investment Pool; to securities dealers, banks and brokers, currently approved for conducting investment transactions with the County Treasurer's office in the ongoing effort to manage the excess cash portfolio; to other involved persons or entities; and to any member of the electorate wishing to review this document. The Treasurer reserves the right to provide these documents on a cost basis.

SCOPE

This Statement of Investment Policy pertains to those temporarily surplus funds under the control of the Treasurer, designated for the daily ongoing operations of the County and pool participants; and concerns the deposit, maintenance, and safekeeping of all such funds, and the investments made with these funds. This Policy does not apply to pension moneys, delayed compensation funds, trustee, and certain other non-operating funds not participating in the County Investment Pool. Percentage limitations noted within this Policy shall apply to all money considered to be within the County Investment Pool. Any investments existing outside the Pool shall be subject to the local agency's individual percentages.

PURPOSE OF POLICY STATEMENT

The purpose of this Statement of Investment Policy is to provide the Board of Supervisors, the Treasury Oversight Committee, those entities invested in the County Investment Pool, those involved in servicing the investment requirements of the County, and any other interested party, a clear understanding of the regulations and internal guidelines that will be observed in maintaining and investing those pooled funds deemed to not be required for immediate cash flow needs.

TREASURY OBJECTIVES

The underlying objective of the Treasurer is to protect the safety of the principal of the Investment Pool through the judicious purchase of those legal investments permitted to local agencies, as defined in the State of California Government Codes 53600, consistent with current conditions and the other dominant objectives pursuant to managing a local agency portfolio, namely:

Attachment: Policy 214 Statement of Investment [Revision 1] (6283 : Treasury Oversight Committee)

Safety: It is the primary responsibility of the Treasurer to maintain the safe return of all principal placed in investments by avoiding decisions that might result in losses through fraud, default, or adverse market conditions.

Liquidity: Will be maintained per the Treasurer-Tax Collector's goals. It shall always be assumed that all investments could require immediate liquidation in order to meet unexpected cash calls.

Availability: Due to the nature of a public funds portfolio, it is mandatory that moneys be available to meet the monetary requirements inherent to operating a public entity. Thus funds need to be invested in such a manner that money will always be available, without risk of trading loss, to pay normal cash requirements. A sufficient portion of all funds shall be invested in securities providing a high degree of availability, that is, in securities easily sold or converted to cash in a timely manner, with little or no loss of interest earnings.

Yield: In conformance with the statement of investment policy the Treasurer shall attempt to maximize investment income and at the same time minimize risk of principal.

Diversified Portfolio: To insure maximum diversification of the Treasury Portfolio no more than thirty-three (33) per cent of the total portfolio will be invested in any single financial institution. However State of California LAIF and Government Bonds shall not be limited.

The Treasurer places investments with the objective of obtaining a respectable rate of return, not attempting to maximize yield at the expense of either safety, liquidity, or availability, yet not totally ignoring those factors within the marketplace that may be indicative of either favorable or hazardous conditions. The portfolio will be managed very conservatively, but actively enough to avert avoidable losses due to adverse market conditions.

PRUDENCE

The Treasurer is subject to the "Prudent Person Rule" whenever making a decision regarding the investment of the County's funds. This rule states, in principle:

> *"In investing property for the benefit of others, a trustee shall exercise the judgment and care, under circumstances then prevailing, that persons of prudence, discretion and intelligence, would exercise in the management of their own affairs - not in regard to speculation, but in regard to the permanent disposition of their funds, considering the probable safety of, as well as the probable income from, their capital."*

The Treasurer, and those acting for the Treasurer, is considered to have a fiduciary, trustee, relationship with the public for the public funds, and all investment decisions will be made in a manner sustaining this responsibility.

DELEGATION OF AUTHORITY

While the Treasurer has final responsibility for all investment decisions, other Treasury personnel may aid in the day-to-day operations. Those staff members, in addition to the Treasurer, currently authorized to act on behalf of the County, as of the date entered on this Policy, are listed below. This list is subject to change, and those parties newly involved in transactions with the Treasurer's department should always obtain a current Trading Authorization and Agreement form, and be verbally introduced by a known Treasury employee, prior to accepting unconfirmed verbal instructions from any previously unknown Treasury staff member.

Title

Assistant Treasurer-Tax Collector

History
Adopted 12-17-19
Reaffirmed 12-15-20

Attachment: Policy 214 Statement of Investment [Revision 1] (6283 : Treasury Oversight Committee)

Only the persons listed on a current *Trading Authorization & Agreement,* and the Treasurer, may initiate trading activity with Treasurer's written consent and prior knowledge.

SECURITIES CUSTODY

Minimum legal requirement: As long as the securities for safekeeping are in the name of or under the control of County of Colusa and kept in a legally separate trust department, they can be held by the same firm from which they were purchased. (Sections 53601, 53608 and 53635). The Treasurer has contracted with Union Bank of California for 3rd party safekeeping that meets all legal requirements.

MAXIMUM MATURITIES

Maximum maturity over 5 years allowed per Colusa County Board of Supervisors Resolution NO. 93-83 dated 9-28-93. The Treasurer will limit maturity to 11 years or less, per the Treasurer's goals.

AUTHORIZED INVESTMENTS AND LIMITATIONS

The Government Codes of the State of California, primarily within sections 53600 ET. seq., establish the legality of certain types of investment vehicles for a California local agency's portfolio. Thereby, under no circumstances is the Treasurer permitted to purchase an investment that is not specifically authorized for a local agency under these, or other code sections that may apply, or might later be enacted, pertaining to local agency investments. Securities brokers dealing with the County should possess a complete understanding of these Code sections.

An attached Addendum briefly describes the types of securities legal within the Government Code sections noted above and outlines the various limitations included in these sections. Except for the restrictions noted below in this section, all legality permitted investment options described in the Government Code are authorized at this time. Funds placed in the State's Local Agency Investment Fund (LAIF) shall follow the limitations placed on these deposits by the State and may change in accordance with these restrictions.

Though these Government Code sections define the investment types and terms permissible to the Treasurer under this Policy, various temporary and more restrictive constraints may at times be deemed beneficial due to transient conditions within the marketplace. These flexible constraints are not part of this Policy but are presented in a document "Temporary Constraints and Restrictions on Investments", and will change on an "as needed" basis. These constraints or restrictions may only be ***more*** restrictive than those of the Policy, but may ***not*** be ***less*** restrictive. Securities Brokers and Dealers should be aware of these temporary conditions in order to save time and best serve the County.

Though the Government Code sections define the investment types and terms permissible to the Treasurer, the Treasurer currently will not:

- Invest in any security or investment wherein, by the terms of the investment, interest might not be earned during any period the security or investment exists.
- Purchase any security wherein under terms inherent to the security, or the investment agreement under which the security is purchased, circumstances could result wherein the investment runs a risk of earning a rate of return substantially below other investments obtainable on a fixed rate basis at the time of purchase or the drastically different than prevailing rate during any time prior to the maturity of the issue.
- Enter into a reverse repurchase agreement.
- Invest in futures or options.

Attachment: Policy 214 Statement of Investment [Revision 1] (6283 : Treasury Oversight Committee)

AUTHORIZED DEALER LIST

It is prohibited for a transaction to be entered into with any securities broker, dealer or bank investment department or subsidiary prior to that enmity being designated an Authorized Dealer, and placed on the Authorized Dealer List. For a firm to become authorized it must first demonstrate that it will add value to the Treasurer's efforts to best manage the cash portfolio, as well as fulfill certain other minimum requirements. To qualify for Authorized Dealer status, a brokerage firm or bank must:

1) Be a dealer operation properly licensed to deal with local agencies in California, **and;**
2) Have a minimum of $10mm in capital, or, be a Primary Dealer of the Federal Reserve Bank of New York; **and;**
3) Be headquartered in the State of California, or, the City of New York, or be the direct issuer of a security type normally purchased by the Treasurer

Or;

Be a department or subsidiary of an insured bank with minimum assets of $50mm that the County has comprehensive banking relationships with

Or;

Be an established broker operation in New York or its environs, with a history of profitability, that is properly licensed to deal with local agencies in California, that has capital of not less than $500mm, and does not position securities for their own portfolio, but brokers securities for their established clients consisting primarily of traders for Primary Dealers and/or other major institutional fixed income brokerage operations, issuers and investors.

If meeting the above requirements, a salesperson may apply to become an Authorized Dealer by sending to the Treasurer their most recent annual and interim audited financial statements and a letter furnishing:

1) Their reasons for believing they would add value to the present coverage; **and,**
2) A general roster of those markets they participate in, and specifics on those types of securities they as a firm, regularly issue or regularly hold dealer trading positions in; [**or,** a list of those dealers they are able to represent, and the securities they regularly position;] **and,**
3) A list of five references, at least three being California local agency treasurers, including telephone numbers that the Treasurer or his representative may contact.

The Treasurer will instigate an investigation of the applying salesperson and the firm through various sources, including the California Department of Corporations and the N.A.S.D., to determine market participation, knowledge, reputation, and financial stability. All salespeople and their supervisors will be expected to have a working knowledge of the appropriate sections of the State of California Government Code, sufficient experience in covering public entities, a willingness to well serve their customers, a complete and total understanding of this Investment Policy, and demonstrate an ongoing ability to work with the Treasurer and staff. The Treasurer will review all new requests at the end of each quarter, and if the decision is made that additional dealers would be beneficial to best service the portfolio's needs, those dealers selected will be informed of their addition to the Authorized Dealer List. All dealers are subject to removal from the Authorized Dealer List at any time, solely at the discretion of the Treasurer.

The Treasurer, or Treasury staff, is prohibited from dealing with a salesman, broker, or account executive from any broker, dealer or bank investment department or bank subsidiary until the Acknowledgment form found on the last page of the Trading Authorization and Agreement is signed by all parties and received by the Treasurer. The Trading Authorization and Agreement is sent out to all approved dealers, and is an integral addition to this Policy Statement for Brokers/ Dealers, etc. doing investment business with the County Treasurer or Treasury staff.

Attachment: Policy 214 Statement of Investment [Revision 1] (6283 : Treasury Oversight Committee)

History
Adopted 12-17-19
Reaffirmed 12-15-20

Similar restrictions and forms may be required of those firms doing business with the County through retained financial advisors or managers. Certain selected firms may be chosen or appointed by the Treasurer to render specific services the Treasurer determines they are uniquely qualified to provide, wherein some of the requirements of this section may be waived.

Neither the Treasurer, nor any member of the Treasurer's staff, may 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, additional limitations set forth by County ordinance, or internal requirements of the Treasurer. The Treasurer and all members of the Treasury staff are prohibited from conducting any business with any broker, dealer, or securities firm that has made a political contribution within any consecutive 48 month period beginning January 1, 1996, in an amount exceeding the limitation contained in Rule G 37 of the Municipal Securities Rulemaking Board, to the County Treasurer or any member of the Board of Supervisors, or any candidate for these offices.

THE COUNTY TREASURY OVERSIGHT COMMITTEE

Upon the instruction of the County Board of Supervisors, the Treasurer will nominate for approval by the Board, a County Treasury 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. Government Codes require that this Committee shall include selected persons only from the following categories:

a) The County Treasurer.
b) The County Auditor/Auditor-Controller/Finance Director.
c) An appointed representative of the Board of Supervisors.
d) The County Superintendent of Schools, or designee.
e) A representative of the 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 annually provide a copy of the Investment Policy for review and monitoring by the Oversight Committee. The Treasurer will provide a report monthly to the Board and bi-annually to the Oversight Committee, identifying all investments held in the County Investment Pool, or elsewhere by the Treasurer, or as required by the Board of Supervisors. The Oversight Committee shall, via this report and other appropriate means, 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 earnings of the Investment Pool.

The Oversight Committee shall have no authority to direct the process or daily operation of any portion of the Treasury department, nor shall the Committee play any role in determining which banks, firms or individuals the

Attachment: Policy 214 Statement of Investment [Revision 1] (6283 : Treasury Oversight Committee)

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.

TERMS FOR FUNDS INVESTED WITH THE COUNTY INVESTMENT POOL

The Government Code requires the County Treasurer to define the limits and conditions under which local agencies having their money in the Investment Pool may deposit and withdraw their funds. The Government Codes confer upon the Treasurer the final authority as to how funds for which the Treasurer is held responsible for overseeing, are to be invested. The Treasurer must take into consideration the current financial condition of the sum total of the Pool's agencies, the conditions of the market place, as well as the cash flow projections and the potential for changes in the Pool's cash needs. The Treasurer must protect the earnings of each individual local agency in the Pool, and also see that no decision will reward a particular agency or group of agencies within the Pool at the expense of another or others within the Pool. If the Treasurer determines that a request for a withdrawal of funds for a specific or outside investment is not, in the Treasurer's opinion, in the best interest of a particular agency, or is overly detrimental to the pool as a whole, the Treasurer must legally deny the request, or find a means of neutralizing the harm to all others affected.

Any funds deposited in accounts that are consolidated into the County Investment Pool that are not immediately required to meet cash flows of the Pool will be invested by the Treasurer or the Treasurer's staff. All Pool entities agree that by placing funds in such accounts that they agree to proportionately participate in all investments within the Investment Pool.

FUNDS OF AGENCIES REQUIRED TO INVEST WITHIN THE POOL

Funds will be accepted at all times, in the manner prescribed, from those local agencies where the County Treasurer is also the Treasurer for the local agency, or from any agencies that by statute must place their money in the County Pool. Funds will earn interest based on the average daily balance, paid on a quarterly basis.

Under language added to the Government Code in 1995, it is not permissible for local agency legislative bodies, required to have their funds within the Pool, to withdraw funds from the Pool in order to invest outside the County Pool in any manner, at any time, without the specific permission of the Treasurer. Any such investments shall either be terminated and all funds returned to the Pool, or the securities so purchased shall be transferred to the custody of the County Treasurer immediately. Upon receipt of any such securities by the Treasurer, the Treasurer shall at the Treasurer's option, place the investment in the Pool, terminate the investment at the current market value and credit the local agency with the proceeds, or place the security in the name of the local agency as a specific investment.

MONEY VOLUNTARILY INVESTED WITH THE COUNTY INVESTMENT POOL

By Code, the County Treasurer shall set conditions under which money from local agencies, not required to have their funds in the Investment Pool, may deposit and withdraw voluntarily invested funds.

Local agencies from outside the County will be permitted to deposit funds in the County Pool. Funds from local agencies within the County, voluntarily wishing to participant in the Pool, shall be accepted under the terms existing in this Policy. Voluntary money maybe withdrawn under conditions set forth in Sections 27133 and 27136 of the Government Codes.

APPORTIONING OF COSTS AND INTEREST

All costs related to investing, maintaining and accounting for the investments purchased for the Investment Pool, as authorized by Government Code Section 27013, shall be apportioned equally on the average daily balance method quarterly to all participants with funds in the Investment Pool, including those held in specific investments. Except for the Treasurer's quarterly cost will be set by the Board of Supervisors each year during budget hearings.

Interest earning shall be apportioned on the same basis and also distributed quarterly.

History

Adopted 12-17-19

Reaffirmed 12-15-20

Attachment: Policy 214 Statement of Investment [Revision 1] (6283 : Treasury Oversight Committee)

REPORTING

The Treasurer will report to the Board of Supervisors monthly and the Oversight Committee bi-annually the holdings, status, and earnings of the portfolio. The Statement of Investment Policy will be provided at the start of each calendar year annually for the approval of the Board of Supervisors and for review by the Oversight Committee. Should circumstances require revision within this Policy during the year, the changes will be presented to the Oversight Committee, and approval obtained from the Board of Supervisors prior to these alterations being adopted.

Attachment: Policy 214 Statement of Investment [Revision 1] (6283 : Treasury Oversight Committee)

History
Adopted 12-17-19
Reaffirmed 12-15-20

Addendum

Investment Type	Max. % of Portfolio	Max. Maturity	Quality Requirements
a) Bonds issued by a local agency	None	None	None
b) Treasury obligations	None	None	None
c) State of California Obligations	None	None	None
d) Obligation of Calif. local agency	None	None	None
e) Obligations issued by Federal Agencies, and U.S. and Government sponsored enterprises.	None	None	None
f) Bankers Acceptances	40%	180 days max.	None
g) Commercial Paper	40% max. 10% of portfolio per issuer max. 10% of issuer's program	270 days max.	U.S. Corporations with $500MM in assets A or higher long term rating if any, A1/P1/F1 or better C.P. rating by Moody's/S&P/Fitch.
h) Negotiable C.D.s	30%	5 years	None
i) Repurchase Agreements Reverse Repurchase Agreements	None 20% of base	1 year 92 days maximum, or to maturity	Collateral must be a legal investment
j) Medium Term Note	30%	5 years	U.S. Corporations, or Banks licensed within any State of the U.S., "A" or better rating by major rating service.
k) Mutual Funds	20%, 10% per fund	NA	A defined money market fund; or invest only in a-j, m, n, of this list, as restricted; Highest letter and number ranking of 2 of 3 rating services; or a SEC Registered Advisor with 5 Yrs. experience, managing assets of $500MM or more; No load.
l) Investments as permitted by provision in agreements of indebtedness	As per bond agreement	NA	Not contrary to 53635 and other pertinent law.
m) Asset secured indebtedness	None	None	As required by 53652
n) Collateralized Mortgage obligations	20%	5 years	Issuer must be rated "A" minimum, security must be "AA" by national rating service.
o) Contracted Non-neg. Time Deposits	None	None	None

These tables are not meant to be a replacement for the Government Code. Involved parties should obtain a valid, updated copy of the pertinent Code sections to fully understand all the details included within these Codes.

History
Adopted 12-17-19
Reaffirmed 12-15-20

Attachment: Policy 214 Statement of Investment [Revision 1] (6283 : Treasury Oversight Committee)

Temporary Constraints and Restrictions on Investments

a. **Mutual Funds**. The Treasurer currently imposes no additional restrictions on Mutual Fund purchases beyond those in the Codes.

bl. **Investment of Bond indebtedness.** The Treasurer will consider GICs and other similar investments as bond documentation permits.

c. **Futures and Options**. Under the terms of the Investment Policy the Treasurer does not invest in futures or options.

d. **Maturity over one year**. Any investment made with a maturity exceeding one year, not made by the Treasurer, shall require prior approval of the Treasurer.

e. **Permitted Percentages.** State law states that all required percentages included within investment related sections of the Government Codes are only binding on the day the investment is made, and that future changes in the size of the portfolio do not require the Treasurer to readjustment the total percentage of each security type within the portfolio to reflect the change in size. Neither is it necessary to sell an investment when changes occur such that the security no longer meets the minimum requirements of the Codes, or the Codes are changed such as to no longer include certain current holdings. The Treasurer shall weigh the change in risk and determine whether or not a security should be sold or retained within the Portfolio after a change in conditions or the Codes result in a particular security no longer meeting existing or new regulations.

g. Only Government Bonds or Quasi Government bonds issued by GNMA, FNMA, FHLB, FHLMC, Federal Farm Credit Bank, The State of California or any of its agencies or municipalities, shall be permitted investments.

h. LAIF shall be a permitted investment from the State of California.

i. Corporate Bonds are not a permitted investment.

Attachment: Policy 214 Statement of Investment [Revision 1] (6283 : Treasury Oversight Committee)

COUNTY OF COLUSA, CA **2.4**

Request For County Board of Supervisors Action

MEETING DATE:	**December 14, 2021**
DEPARTMENT:	**Ag Commissioner**
FROM:	**Dawn Brown**
SUBJECT:	**Asian Citrus Psyllid Winter Detection Trapping Contract for fiscal year 21/22.**

Approve Standard Agreement (No. 21-0516-005-SF) with the **California Department of Food and Agriculture** for Asian Citrus Psyllid Winter Detection Trapping, effective October 1, 2021.

Detailed Description/Background of request

Under this proposed agreement with the California Department of Food and Agriculture, the County will be paid to provide services for placing and servicing traps for the detection of Asian Citrus Psyllid which is considered hazardous to the California Citrus industry. This Agreement includes delimitation work associated with the detection of one or more life stages of the Asian Citrus Psyllid in the county. Services shall be performed in and throughout the County of Colusa.

This contract was received by our office via email on 10/29/21.

Prior Commission Action

Approval of previous year's agreement.

Fiscal Impact/Funding Source

Colusa County may receive funds in the amount of $6,395.00 for services performed.

Action for the Clerk

Obtain signatures on one original signature page and return with Exhibit A (2 pages) to:

Carrie James
California Department of Food and Agriculture
Office of Grants Administration
1220 N Street, Room 120
Sacramento, CA 95814

Return a signed copy to the Ag Commissioner's office, Attn: Dawn, upon return.

ATTACHMENTS:

- 21 22 ACP (PDF)

State of California, Department of Food and Agriculture
AGREEMENT
GAU-03 (Rev.10/2021)

COOPERATIVE AGREEMENT SIGNATURE PAGE

AGREEMENT NUMBER
21-0516-005-SF

1. This Agreement is entered into between the State Agency and the Recipient named below:

STATE AGENCY'S NAME
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

RECIPIENT'S NAME
COUNTY OF COLUSA

2. The Agreement Term is: October 1, 2021 through May 31, 2022

3. The maximum amount of this Agreement is: $6,395.00

4. The parties agree to comply with the terms and conditions of the following exhibits and attachments which are by this reference made a part of the Agreement:

Exhibit A: Prime Award Information Recipient and Project Information	2 Page(s)
Exhibit B: General Terms and Conditions	5 Page(s)
Exhibit C: Payment and Budget Provisions	2 Page(s)
Exhibit D: Federal Terms and Conditions	3 Page(s)
Attachments: Scope of Work and Budget	

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

RECIPIENT

RECIPIENT'S NAME *(Organization's Name)*
COUNTY OF COLUSA

BY *(Authorized Signature)*	DATE SIGNED
✍	

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS
100 Sunrise Boulevard, Suite F, Colusa, CA 95932-3246

STATE OF CALIFORNIA

AGENCY NAME
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY *(Authorized Signature)*	DATE SIGNED
✍	

PRINTED NAME AND TITLE OF PERSON SIGNING
CRYSTAL MYERS, BRANCH CHIEF, OFFICE OF GRANTS ADMINISTRATION

ADDRESS
1220 N STREET, ROOM 120
SACRAMENTO, CA 95814

CJ

Attachment: 21 22 ACP (7010 : 21/22 ACP Agreement)

EXHIBIT A

PRIME AWARD INFORMATION

Federal Agency:	United States Department of Agriculture, Animal and Plant Health Inspection Service, Plant Protection and Quarantine
Federal Award Identification Number:	Pending
Federal Award Date:	Pending
Catalog of Federal Domestic Assistance Number (CFDA) and Name:	10.025 Plant and Animal Disease, Pest Control and Animal Care
Amount Awarded to CDFA:	$Pending
Effective Dates for CDFA:	October 1, 2021 through September 30, 2022
Federal Award to State Agency is Research & Development (Yes/No)	Yes

RECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:
The county shall place and service traps for the detection of the Asian Citrus Psyllid to prevent a major threat to the citrus industry in California. Food and Agricultural Code 403, 2276.5, and 2283.

Project Title: Asian Citrus Psyllid Trapping

2.The Managers for this Agreement are:

FOR CDFA:		**FOR RECIPIENT:**	
Name:	Zachary McCormack	Name:	Anastacia Allen
Division/Branch:	Citrus Division / Citrus Administration	Organization:	COUNTY OF COLUSA
Address:	1220 N Street	Address:	100 Sunrise Boulevard, Suite F
City/State/Zip:	Sacramento, CA 95814	City/State/Zip:	Colusa, CA 95932-3246
Phone:	916-704-8803	Phone:	530-458-0580
Email Address:	zachary.mccormack@cdfa.ca.gov	Email Address:	mallen@countyofcolusa.com

3. The Grant Administrative Contacts for this Agreement are:

FOR CDFA:		**FOR RECIPIENT:**	
Name:	Stephanie Jacobs	Name:	Ryan Jennings
Division/Branch:	Citrus Division / Citrus Administration	Organization:	County of Colusa
Address:	1220 N Street	Address:	100 Sunrise Blvd., Suite F
City/State/Zip:	Sacramento, CA 95814	City/State/Zip:	Colusa, CA 95932
Phone:	916-699-0116	Phone:	530-458-0580
Email Address:	stephanie.jacobs@cdfa.ca.gov	Email Address:	rjennings@countyofcolusa.com

Attachment: 21 22 ACP (7010 : 21/22 ACP Agreement)

FISCAL CONTACT FOR RECIPIENT (if different from above):	
Name:	LeeAnn Price
Organization:	County of Colusa
Address:	100 Sunrise Blvd, Suite F
City/State/Zip:	Colusa, CA 95932
Phone:	530-458-0580
Email Address:	lprice@countyofcolusa.com

4. **RECIPIENT: Please check appropriate box below:**
   Research and Development (R&D) means all research activities, both basic and applied, and all development activities that are performed by non-Federal entities. The term research also includes activities involving the training of individuals in research techniques where such activities utilize the same facilities as other R&D activities and where such activities are not included in the instruction function.

   This award ☐ does ☒ does not support R&D.

5. For a detailed description of activities to be performed and duties, see Scope of Work and Budget.

Attachment: 21 22 ACP (7010 : 21/22 ACP Agreement)

EXHIBIT B

GENERAL TERMS AND CONDITIONS

1. **Approval**
   This Agreement is of no force or effect until signed by both parties. The Recipient may not invoice for activities performed prior to the commencement date or completed after the termination date of this Agreement.

2. **Agreement Execution**
   Unless otherwise prohibited by state law, regulation, or Department or Recipient policy, the parties agree that an electronic copy of a signed Agreement, or an electronically signed Agreement, has the same force and legal effect as an Agreement executed with an original ink signature. The term "electronic copy of a signed Agreement" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed Agreement in a portable document format. The term "electronically signed Agreement" means an Agreement that is executed by applying an electronic signature using technology approved by all parties.

3. **Assignment**
   This Agreement is not assignable by the Recipient, either in whole or in part, without the prior consent of the CDFA Agreement Manager or designee in the form of a formal written amendment.

4. **Governing Law**
   This Agreement is governed by and will be interpreted in accordance with all applicable State and Federal laws.

5. **State and Federal Law**
   It is the responsibility of the Recipient to know and understand which State, Federal, and local laws, regulations, and ordinances are applicable to this Agreement and the Project, as described in Exhibit A. The Recipient shall be responsible for observing and complying with all applicable State and Federal laws and regulations. Failure to comply may constitute a material breach.

6. **Recipient Commitments**
   The Recipient accepts and agrees to comply with all terms, provisions, conditions and commitments of the Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Recipient in the application, documents, amendments, and communications in support of its request for funding.

7. **Performance and Assurances**
   The Recipient agrees to faithfully and expeditiously perform or cause to be performed all Project work as described in the Scope of Work, and to apply grant funds awarded in this Agreement only to allowable Project costs.

8. **Mutual Liability**
   Parties shall, to the extent allowed by law, each be individually liable for any and all claims, losses, causes of action, judgments, damages, and expenses to the extent directly caused by their officers, agents, or employees.

9. **Unenforceable Provision**
   In the event that any provision of this Agreement is unenforceable or held to be unenforceable, the parties agree that all other provisions of this Agreement shall remain operative and binding.

Attachment: 21 22 ACP (7010 : 21/22 ACP Agreement)

10. Contractors/Consultants

The Recipient assumes full responsibility for its obligation to pay its Contractors/Consultants. The Recipient is responsible to ensure that any/all contractors/consultants it engages to carry out activities under this Agreement shall have the proper licenses/certificates required in their respective disciplines. The Recipient's use of contractors/consultants shall not affect the Recipient's responsibilities under this Agreement.

11. Non-Discrimination Clause

The Recipient agrees that during the performance of this Agreement, it will not discriminate, harass, or allow harassment or discrimination against any employee or applicant for employment based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The Recipient agrees to require the same of all contractors and consultants retained to carry out the activities under this Agreement.

The Recipient agrees that during the performance of this Agreement, the evaluation and treatment of its employees and applicants for employment are free from discrimination and harassment. The Recipient will comply with the provision*s* of the Fair Employment and Housing Act (Government Code section 12990 *et seq*.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, section 7285 *et seq*.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Recipient will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining unit or other Agreement. The Recipient must include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

The Recipient agrees to require the same of all contractors and consultants retained to carry out activities under this Agreement.

12. Excise Tax

The State of California is exempt from federal excise taxes and no payment will be made for any taxes levied on employees' wages. The CDFA will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another State.

13. Disputes

The Recipient must continue with the responsibilities under this Agreement during any dispute. In the event of a dispute, the Recipient must file a "Notice of Dispute" with the CDFA Agreement Manager, identified in Exhibit A, or designee within ten (10) calendar days of discovery of the problem. The Notice of Dispute must contain the Agreement number. Within ten (10) calendar days of receipt of the Notice of Dispute, the CDFA Agreement Manager or designee must meet with the Recipient for the purpose of resolving the dispute. In the event of a dispute, the language contained within this Agreement prevails.

14. Termination for Convenience

This Agreement may be terminated by either party upon written notice. Notice of termination must be delivered to the other party at least thirty (30) calendar days prior to the intended date of termination. Notice of termination does not nullify obligations already incurred prior to the date of termination. In the event of Termination for Convenience of this Agreement by CDFA, CDFA must pay all responsible costs and non-cancellable obligations incurred by the Recipient as of the date of termination.

Attachment: 21 22 ACP (7010 : 21/22 ACP Agreement)

15. Termination for Cause

Either party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching party provides written notice of the material breach and ten (10) calendar days to cure the breach. If the breach is not cured to the satisfaction of the non-breaching party within ten (10) calendar days of receipt of notice, this Agreement shall automatically terminate and the CDFA shall reimburse the Recipient for all documented costs incurred up to the date of the notice of termination, including all non-cancellable obligations.

16. Acceptable Failure to Perform

The Recipient shall not be liable for any failure to perform as required by this Agreement, to the extent such failure to perform is caused by any of the following: labor disturbances or disputes of any kind, accidents, or the inability to obtain any required government approval to proceed, civil disorders, acts of aggression, acts of God, energy or other conservation measures, failure of utilities, mechanical breakdowns, materials shortages, disease, pandemics, or similar occurrences.

17. Breach

Reimbursement under this Agreement may be suspended, terminated, or both, and the Recipient may be subject to debarment if CDFA determines that the Recipient has breached the terms of this Agreement. A determination of breach may be appealed in writing to the CDFA. The appeal must be post marked within ten (10) calendar days of the date the Recipient received notification and addressed to the CDFA Legal Office of Hearing and Appeals or emailed to CDFA.LegalOffice@cdfa.ca.gov.

California Department of Food and Agriculture
Legal Office of Hearing and Appeals
1220 N Street
Sacramento, CA 95814

18. Non-Material Breach

The Recipient may be in material breach under this Agreement if it fails to comply with any term of this Agreement. In the event of a material breach, CDFA shall provide in writing a Notice of Breach to the Recipient within ten (10) calendar days upon discovery of breach. The Recipient shall have ten (10) calendar days from receipt of the notice to cure the breach. If the Recipient fails to cure the breach within the time prescribed by this Agreement, CDFA may do any of the following:

A. Suspend payments;
B. Demand repayment of all funding;
C. Terminate the Agreement; or
D. Take any other action deemed necessary to recover costs.

If CDFA determines that the Recipient is not in material breach but that the Project is not being implemented in accordance with the provisions of this Agreement, or that the Recipient has failed in any other respect to comply with the provisions of this Agreement, and the Recipient has failed to remedy any such failure in a reasonable and timely manner, CDFA may withhold all or any portion of the grant funding and take any other action that CDFA deems necessary to protect its interests.

Where a portion of the grant funding has been disbursed to the Recipient and CDFA notifies the Recipient of its decision not to release funds that have been withheld pursuant to paragraph 17, the portion that has been disbursed shall thereafter be repaid immediately. CDFA may consider the Recipient's refusal to repay the requested disbursed amount a material breach.

Attachment: 21 22 ACP (7010 : 21/22 ACP Agreement)

If CDFA notifies the Recipient of its decision to withhold the entire funding amount from the Recipient pursuant to this paragraph, this Agreement shall terminate upon receipt of such notice by the Recipient and CDFA shall no longer be required to provide funds under this Agreement and the Agreement shall no longer be binding on either party.

In the event CDFA finds it necessary to enforce this provision of this Agreement in the manner provided by law, the Recipient agrees to pay all enforcement costs incurred by CDFA including, if CDFA should prevail in a civil action, reasonable attorneys' fees, legal expenses, and costs related to the action.

19. Publicity and Acknowledgement

The Recipient agrees that it will acknowledge CDFA's support whenever projects funded, in whole or in part, by this Agreement are publicized in any news media, brochures, publications, audiovisuals, presentations or other types of promotional material and in accordance with the Grant Procedures Manual if incorporated by reference and attachment to the Agreement. The Recipients may not use the CDFA logo.

20. News Releases/Public Conferences

The Recipient agrees to notify the CDFA in writing at least two (2) business days before any news releases or public conferences are initiated by the Recipient or its Contractors/Consultants regarding the project described in the Attachments, Scope of Work and Budget and any project results.

21. Scope of Work and Budget Changes

Changes to the Scope of Work, Budget, or the Project term, must be requested in writing to CDFA Grant Administrative Contact no less than thirty (30) days prior to the requested implementation date. Any changes to the Scope of Work and Budget are subject to CDFA approval and, at its discretion, CDFA may choose to accept or deny any changes. If accepted and after negotiations are concluded, the agreed upon changes will be made and become part of this Agreement. CDFA will respond in writing within ten (10) business days as to whether the proposed changes are accepted.

22. Reporting Requirements

The Recipient agrees to comply with all reporting requirements specified in Scope of Work and/or Grant Procedures Manual if incorporated by reference to this Agreement as an attachment.

23. Equipment

Purchase of equipment not included in the approved Budget requires prior approval. The Recipient must comply with applicable state requirements regarding the use, maintenance, disposition, and reporting of equipment as contained in CCR, Title 3, Division 1, Chapter 5, sections 303, 311, 324.1 and 324.2.

24. Closeout

The Agreement will be closed out after the completion of the Project or project term, receipt and approval of the final invoice and final report, and resolution of any performance or compliance issues.

25. Confidential and Public Records

The Recipient and CDFA understand that each party may come into possession of information and/or data which may be deemed confidential or proprietary by the person or organization furnishing the information or data. Such information or data may be subject to disclosure under the California Public Records Act or the Public Contract Code. CDFA has the sole authority to determine whether the information is releasable. Each party agrees to maintain such information as confidential and notify the other party of any requests for release of the information.

Attachment: 21 22 ACP (7010 : 21/22 ACP Agreement)

26. Amendments

Changes to funding amount or Agreement term require an amendment and must be requested in writing to the CDFA Agreement Manager or designee no later than sixty (60) calendar days prior to the requested implementation date. Amendments are subject to CDFA approval, and, at its discretion, may choose to accept or deny these changes. No amendments are possible if the Agreement is expired.

Attachment: 21 22 ACP (7010 : 21/22 ACP Agreement)

EXHIBIT C

PAYMENT AND BUDGET PROVISIONS

1. Invoicing and Payment

A. For activities satisfactorily rendered and performed according to the attached Scope of Work and Budget, and upon receipt and approval of the invoices, CDFA agrees to reimburse the Recipient for actual allowable expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.

B. Invoices must include the Agreement Number, performance period, type of activities performed in accordance with this Agreement, and when applicable, a breakdown of the costs of parts and materials, labor charges, and any other relevant information required to ensure proper invoices are submitted for payment.

C. Unless stated in the Scope of Work, quarterly invoices must be submitted to the CDFA Administrative Contact, within thirty (30) calendar days after the end of each quarter in which activities under this Agreement were performed.

D. Unless stated in the Scope of Work, a final invoice will be submitted for payment no more than thirty (30) calendar days following the expiration date of this Agreement, or after project is complete, whichever comes first. The final invoice must be clearly marked "Final Invoice" thus indicating that all payment obligations of the CDFA under this Agreement have ceased and that no further payments are due or outstanding.

2. Allowable Expenses and Fiscal Documentation

A. The Recipient must maintain adequate documentation for expenditures of this Agreement to permit the determination of the allowability of expenditures reimbursed by CDFA under this Agreement. If CDFA cannot determine if expenditures are allowable under the terms of this Agreement because records are nonexistent or inadequate according to Generally Accepted Accounting Principles, CDFA may disallow the expenditures.

B. If mileage is a reimbursable expense, using a privately-owned vehicle will be at the standard mileage rate established by the United States (U.S.) Internal Revenue Service (IRS) and in effect at the time of travel. The standard mileage rate in effect at the time of travel can be found on IRS's website regardless of funding source/type.

C. If domestic travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable are those established by the Federal Travel Regulation, issued by General Services Administration (GSA), including the maximum per diem and subsistence rates prescribed in those regulations.

D. If foreign travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable are those established in a per diem supplement to Section 925, Department of State Standardized Regulations.

E. The Recipient will maintain and have available, upon request by CDFA, all financial records and documentation pertaining to this Agreement. These records and documentation will be kept for three (3) years after completion of the Agreement period or until final resolution of any performance/compliance review concerns or litigation claims.

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3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, California Government Code Title 1, Division 3.6, Part 3, Chapter 4.5, commencing with Section 927 - The California Prompt Payment Act.

4. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted for purposes of this program, the CDFA has the option to either cancel this Agreement with no liability occurring to the CDFA or offer to amend the Agreement to reflect the reduced amount.

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EXHIBIT D

FEDERAL TERMS AND CONDITIONS

The Recipient and recipients of any subawards under this award, agree to comply with all applicable requirements of all Federal laws, executive orders, regulations, and policies governing this program, including but not limited to 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards. For-profit organizations will be subject to 48 CFR Subpart 31. Recipients are responsible for identifying the federal regulations appropriate to their organization, consistently applying cost principles and ensuring contractors or consultants comply with applicable federal regulations.

1. Civil Rights

The Recipient must comply with civil rights and nondiscrimination standards pursuant to the following:

A. Civil Rights Act, 42 USC 2000, as implemented at 28 CFR Part 42;
B. Age Discrimination Act, 42 USC 6101, as implemented at 45 CFR Part 90;
C. Age Discrimination in Employment Act, 29 USC 621, as implemented at 29 CFR Part 1625;
D. Title IX of the Education Amendments of 1972, 20 USC 1681, as implemented at 45 CFR Part 86;
E. Section 504 of the Rehabilitation Act, 29 USC 791, as implemented at 28 CFR Part 41;
F. Executive Order (EO) 11246; and
G. Americans with Disabilities Act, (PL 101-366).

2. Labor Standards

The Recipient must comply with labor standards pursuant to the following:

A. Fair Labor Standards Act, 29 USC 207, as implemented at 29 CFR Part 500-899;
B. Davis-Bacon Act, 40 USC 3141-3148, as implemented at 29 CFR Parts 1, 3, 5, and 7; and
C. Contract Work Hours and Safety Standards Act, 40 USC 3701, as implemented at 29 CFR Part 5.

3. Environmental Standards

The Recipient must comply with environmental standards pursuant to the following:

A. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (PL 91-190) and EO 11514 as implemented at 7 CFR Part 1b;
B. Notification of violating facilities pursuant to EO 11738;
C. Protection of wetlands pursuant to EO 11990;
D. Evaluation of flood hazards in floodplains in accordance with EO 11988;
E. Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 USC §§1451 *et seq.*);
F. Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176 (c) of the Clean Air Act of 1955, as amended (42 USC §§7401 *et seq.*);
G. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (PL 93-523); and,
H. Protection of endangered species under the Endangered Species Act of 1973, as amended (PL 93-205).

4. Drug-Free Environment

The Recipient must comply with drug-free environment standards pursuant to §5151-5610 of the Drug-Free Workplace Act of 1988, as implemented by 2 CFR 421.

5. Restrictions on Lobbying and Political Activities

The Recipient must comply with lobbying restriction standards pursuant to the Limitations on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions, 31 USC 1352, as implemented at 2 CFR 418.

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6. Officials Not to Benefit

The Recipient must ensure that no member of Congress be admitted to any share or part of this Agreement or to any benefit arising from it, in accordance with 41 USC 22.

7. Trafficking in Persons

The Recipient must comply with the provisions in 2 CFR Part 175, prohibiting trafficking in persons.

8. Intergovernmental Review

The Recipient must comply with intergovernmental review standards pursuant to the following:

A. Executive Order 12372, as implemented at 2 CFR 415; and
B. The Intergovernmental Cooperation Act of 1968, 31 USC 6501.

9. Confidentiality

The Recipient must comply with confidentiality standards pursuant to the following:

A. Freedom of Information Act, 5 USC 552, as implemented at 7 CFR Part 1; and
B. Privacy Act, 5 USC 552 (a).

10. Conservation in Procurement

The Recipient must comply with procurement standards pursuant to the Resource Conservation and Recovery Act, 42 USC 6962 and EO 12873, as implemented at 40 CFR Part 247.

11. Debarment, Suspension, Criminal or Civil Convictions

The Recipient and its principals must comply with debarment and suspension standards pursuant to the EO 12549, as implemented at 2 CFR 180 and 2 CFR 417.

The Recipient must provide immediate written notice to CDFA if at any time it learns that this certification was erroneous when made or has become erroneous by reason of changed circumstances and must require recipients of lower-tier covered transactions under this Agreement to similarly certify pursuant to EO 12549, as implemented by 2 CFR 180 and 2 CFR 417.

See www.sam.gov to determine debarment and suspension status.

12. Crimes and Prohibited Activities

The Recipient must comply with crimes and prohibited activities standards pursuant to the following:

A. Anti-Kickback (Copeland) Act, as implemented at 29 CFR Part 3.1;
B. False Claims Act, 31 USC 3729; and
C. Program Fraud Civil Remedies Act, 31 USC 3801-3812.

13. Biosafety in Laboratories

The Recipient must comply with laboratory biosafety standards pursuant to the following the *Biosafety in Microbiological and Biomedical Laboratories*, published jointly by the Centers for Disease Control and the National Institutes of Health.

14. Conflicts of Interest

The Recipient must comply with the conflict of interest standards pursuant to 2 CFR 400.2.

15. Inventions, Patents, Copyrights and Project Results

A. The Recipient must comply with invention and patent standards pursuant to the following:
   1. Patent Rights in Inventions Made with Federal Assistance, 35 USC 202-204, as implemented at 37 CFR Part 401 (Bayh-Dole Act and the Technology Transfer Commercialization Act of 2000) to ensure that inventions made are used in a manner to promote free competition and enterprise without unduly encumbering future research and discovery.
   2. The Plant Variety Protection Act, 7 USC 2321 *et seq*.

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B. The Recipient may retain title to any invention conceived of or first actually reduced to practice using Federal funds provided Recipient does the following:
   1. Reports all subject inventions to CDFA;
   2. Makes efforts to commercialize the subject invention through patent or licensing;
   3. Formally acknowledges the Federal government's support in all patents that arise from the subject invention; and
   4. Formally grants the Federal government and CDFA a limited use license to the subject invention.

C. The Recipient may copyright any publications, data, or other copyrightable works developed using Federal funds provided it provides the Federal government and CDFA a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use the material, and agrees that the Federal government and CDFA may do so in cooperation with other public agencies.

D. The Recipient agrees that the results of this project may be published by the Federal government, CDFA or appropriate contractors or cooperators as mutually agreed.

16. Care and Use of Laboratory Animals

The Recipient must comply with the care and use of laboratory animal standards pursuant to the following:

A. Animal Welfare Act, 7 USC 2131, as implemented at 9 CFR, Sub Chapter A, Parts 1-4; and
B. Marine Mammal Protection Act, 16 USC 1361-1407.

17. Fly America Act

The Recipient must comply with the Fly America Act (49 USC 40118) as implemented at 41 CFR 301-10.131 to 301-10.143.

18. Motor Vehicle Safety

The Recipient must comply with seat belt use standards pursuant to the following:

A. Highway Safety Act of 1966 as amended (23 USC 402-403);
B. Occupational Safety and Health Act of 1970 as amended (29 USC 668);
C. Federal Property and Administrative Services Act of 1949 as amended (40 USC §101 *et seq*.)
D. Increasing Seat Belt Use in the United States (EO 13043).
E. Federal Leadership on Reducing Text Messaging While Driving (EO 13513).

19. Records Retention and Accessibility

The Recipient and its contractors must comply with the procedures and requirements regarding record retention and accessibility as contained in 2 CFR 200.333 – 200.337.

20. All Other Federal Laws

The Recipient must comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

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SCOPE OF WORK

AGREEMENT SPECIFICATIONS FOR STATE-COUNTY ASIAN CITRUS PSYLLID DETECTION TRAPPING

Section 1

The California Department of Food and Agriculture (CDFA) shall:

A. Provide all yellow panel traps, trap parts, and handouts.

B. Provide technical assistance and training to county agricultural commissioner personnel on the use of traps and detection procedures.

C. Provide county trappers with copies of the CDFA Insect Trapping Guide (ITG) and Asian citrus psyllid (ACP) Trapping Guidelines FY 2021-2022 (ACPTG). The current version of the ACPTG is provided along with this Agreement and the ITG. The ITG is available from the Citrus Division District Manager or online at https://www.cdfa.ca.gov/plant/PDEP/Insect_Trapping_Guide/.

D. Provide annual training programs for county trapping supervisors.

E. Provide training to trappers as needed.

F. Conduct quality control (QC) inspections of the county trapping program via field work inspections and county office visits.

G. Provide training on management practices as they relate to CDFA's Statewide Pest Prevention Program Final Program Environmental Impact Report (PEIR) at least one week prior to any covered activity occurring. The PEIR is available at http://www.cdfa.ca.gov/plant/peir.

Section 2

The County Agricultural Commissioner shall:

A. Hire and train personnel.

B. Provide and maintain trapping vehicles.

C. Purchase supplies necessary to conduct field activities including permanent markers, paper clips, etc.

D. Procure shipping supplies including boxes and packing tape.

E. Ensure that supervisors attend training provided by the CDFA State Entomologist, Dr. Beucke (Kyle.Beucke@cdfa.ca.gov) or the Citrus Division District Manager.

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F. Ensure that all trapping activities conform to the current version of the ITG and the ACPTG, except as noted below.

1. Ensure that a copy of the current version of the ITG is kept in each trapper's vehicle for reference.

2. Should there be a discrepancy between the ITG and the Scope of Work or ACPTG, the Scope of Work and ACPTG shall supersede the ITG.

G. Place and service the specified number traps as indicated on the Trapping Hours/Year Worksheet (THYW) (Form 66-223). The number of active traps must not exceed the number of traps indicated in the THYW, unless otherwise agreed to by the Citrus Division District Manager. If an agreement amendment is needed to modify the THYW, contact the Citrus Division District Manager. Barring any unique circumstances, modifications may be made up to 90 days prior to the expiration of the agreement.

H. Trap placements:

1. Year-round trapping: Ensure traps are placed by the beginning of the season start date of October 1, 2021. Remove traps at the last servicing for the season so that all traps have been removed by the end of the season, September 30, 2022. Traps may be left in place if those trap sites are going to be used in the following ACP detection agreement period.
2. Winter trapping: ensure traps are placed by the beginning of the season start date of November 1, 2021. Remove traps at the last servicing for the season so that all traps have been removed by the end of the season, April 30, 2022.

I. Ensure that not more than one trap is placed per sub-grid or quint for general detection and not more than two per sub-grid for delimitation trapping.

J. Ensure that all traps are properly identified with a unique trap number and accurately reflect servicing dates. The unique trap numbering system is based upon the Statewide Trapping Grid (STG). Links to Map Books and Geographic Information System layers based on the STG are available at http://maps.cdfa.ca.gov/TrapBooks.

1. The naming convention for the STG is alphanumeric. Columns are named alphabetically (A – UW) and rows numerically (001 – 656). The grid name is the combination of column and row names. Naming starts in the northwest corner of the state and runs through the southeast. The remainder of the trap number consists of the quint or sub-grid, trap type, and an intra-quint or intra-sub-grid designation if more than one trap of that type is present or it is otherwise needed to track a trap that moves between quints. For example, trap EV241-18-ACP1 is in

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grid EV241, sub-grid 18, trap type is ACP, and it is designated as number "1" ACP trap within that sub-grid.

2. Ensure that the unique trap number is written correctly on all traps, along with accurate placement and servicing dates, as appropriate. The following information must be indicated on each ACP trap:

   a. Complete trap number, placement date, and trapper's initials on **both** of the non-adhesive sides of the trap when placing.

K. Ensure that Global Positioning System (GPS) coordinates are recorded for all trap sites using North American Datum of 1983 (NAD83) in decimal degrees to 6 digits after the decimal points (e.g., 34.423301, –119.825056). Record GPS reading on the trap data card. New GPS points must be recorded for traps when they are relocated or rotated.

L. Ensure that all ACP detection traps are serviced monthly, and all delimitation traps are serviced either weekly or monthly dependent on situation (see ACPTG for guidance), from October 1, 2021 through September 30, 2022, unless determined otherwise by the Citrus Division District Manager.

M. Ensure that all traps removed from the field are sent to the CDFA Screening Facility located in Visalia, California as detailed in the ACPTG. The word "Delimitation" must appear on the outside of the shipping box for traps removed from an ACP delimitation grid.

CDFA Screening Facility
345 E. Tulare Avenue, Suite M
Visalia, CA 93277
Attention: Elizabeth Zavala
Phone: 559-636-7410

N. Participate in new delimitation activities if requested to do so by the CDFA.

O. Ensure that all activities are performed following CDFA's management practices and any necessary mitigation measures as required and consistent with CDFA's PEIR. A partially completed Attachment 1 - Tiering Strategy Checklist (Checklist) template is included with this Agreement and is available from the Citrus Division District Manager. A blank Checklist and descriptions of the CDFA's management practices and mitigation measures are found in PEIR Appendix C (PEIR, Appendix C, at http://www.cdfa.ca.gov/plant/peir/docs/final/Volume-3_Appendices_B-G.pdf), Mitigation Reporting Program at http://www.cdfa.ca.gov/plant/peir/docs/final/Volume-4_Appendices_H-P.pdf, and Findings of Fact at http://www.cdfa.ca.gov/plant/peir/docs/final/Findings-of-Fact-and-Overriding-Considerations.pdf. Complete the Checklist prior to conducting trapping activities and submit the Checklist with the Agreement. When the Agreement ends, a copy of the Checklist is to be signed and dated by the county project coordinator and emailed to the Citrus Division Data Analysis and

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Visualization Unit at CDFA_DL_CPDPD_DAVU@cdfa.ca.gov to signify that the PEIR requirements were implemented.

P. Maintain a Daily Trapping Summary (DTS) (Form 60-210), or equivalent record, for each trapper. This form must be completed daily, signed by the trapper who performed the work and submitted to the trapping supervisor. At minimum, the record must specify the trapper name, date, county, route/book, and number of traps placed, removed, serviced, relocated (if applicable), and total number of traps in service. Any alternate record keeping format used in lieu of the DTS form must be agreed to by the Citrus Division District Manager or designee. The records must be available for immediate review by the Citrus Division District Manager or designee conducting the QC inspection. All DTS forms, or equivalent records, must be kept on file, for review by the CDFA Audits Office, for three years. The DTS form is available from the Citrus Division District Manager.

Q. Complete the Monthly Detection Activity Report (MDAR) form, or equivalent documentation as agreed to by the Citrus Division District Manager, documenting all traps deployed, added, removed, and serviced during the month. Equivalent documentation may include, for example, a pest detection report generated through CalTrap. Any reporting format used in lieu of the MDAR must be agreed to by the Citrus Division District Manager or designee. A servicing is an inspection of the trap for the presence of the target pest. Relocations are considered a trap servicing. Do not count trap relocations as "removed" and then "placed." A copy of this form must accompany the monthly invoice. The MDAR form is available from the Citrus Division District Manager.

R. Provide one set of trapping records for all traps. This set may either be a "Trap Book" or an electronic record and shall indicate the exact trap location using a site map and all information regarding trap placement, servicing, relocation, and removal.

S. Maintain an inventory of known host sites. The inventory shall be organized by square mile, contain the addresses of host properties traceable to the nearest cross street, and indicate all known hosts on that property. The inventory shall be updated yearly. The multiple trap card system will suffice for this inventory. This inventory must be available for the trapper to use in the field daily.

T. Maintain county wall maps with numbered square mile grids based upon the state trapping grid (STG), depicting the density of all currently deployed traps.

U. Allow state detection personnel and/or federal officers to perform QC inspections on all ACP trap lines with a 48-hour notice.

V. Allow state detection personnel and/or federal officers to accompany trappers and/or supervisors in the field with a 48-hour notice. This will be credited as field training for county personnel.

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W. Submit suspect ACP samples to the Plant Pest Diagnostics Center in Sacramento, California via the most expeditious method, no later than 24-hours after the initial identification. Notify the Citrus Division District Manager of suspect ACP submitted to the laboratory. See **Submitting Specimens for Identification** in the ACPTG.

Plant Pest Diagnostics Center
3294 Meadowview Road
Sacramento, CA 95832
Phone: 916-262-1100

X. Be fully reimbursed for trapping not in conjunction with other detection activity (i.e., stand-alone).

Y. Be reimbursed at six minutes per trap for trapping performed in conjunction with existing detection trapping routes or sites (i.e., piggybacked). No mileage reimbursement is allowed for piggybacked traps.

Submit invoices along with the Monthly Detection Activity Report Form, or equivalent documentation, no later than (30 calendar days) past the end of the month in which the invoiced activity occurred by e-mail to the Citrus Division County Contracts Coordinator, Stephanie Jacobs (Stephanie.Jacobs@cdfa.ca.gov) and the designated Senior Environmental

Scientist Supervisor as indicated below. Reimbursement will not occur unless the trapping Monthly Detection Activity Report Form, or equivalent documentation, is submitted with the invoice.

Counties	**Supervisory Environmental Scientist**
Fresno, Merced, San Benito	Claudia Vazquez (Claudia.Vazquez@cdfa.ca.gov)
Kern, Kings, Tulare	Kelley Aubushon (Kelley.Aubushon@cdfa.ca.gov)
Monterey, San Luis Obispo	Michael Soltero (Michael.Soltero@cdfa.ca.gov)
San Joaquin, Stanislaus, Placer	Zachary McCormack (Zachary.McCormack@cdfa.ca.gov)

Counties	**Supervisory Environmental Scientist**
Alameda, Contra Costa, San Mateo Santa Cruz	Laura Irons (Laura.Irons@cdfa.ca.gov)
Butte, Colusa, El Dorado, Glenn, Sacramento, Sutter, Tehama	Zachary McCormack (Zachary.McCormack@cdfa.ca.gov)
Lake, Napa, Solano, Sonoma	Keith Okasaki (Keith.Okasaki@cdfa.ca.gov)

1. If the invoice carries a signature block, the block must be signed. Invoices with blank signature blocks cannot be processed and will be returned to the county for re-submission.

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2. Only authorized charges matching the Financial Plan will be reimbursed; for example - salaries, benefits, overhead, supplies, vehicle mileage, and vehicle leasing costs. These expenditures must be itemized on the invoice with documentation to support the charges in the event of an audit (federal or state). Reimbursable items also include supplies procured to support field activities. Such items must be itemized as "Field Activity Supplies." Any expenditure that is not listed in the Financial Plan is considered unauthorized and cannot be reimbursed.

3. A sample invoice is included with this Agreement and is available from the Citrus Division District Manager. The county may use this form or submit their own invoice, but the invoice must contain the following:

   a. County name
   b. Remit to address
   c. Date of submittal
   d. Invoice number
   e. Agreement name
   f. Agreement number
   g. Billing period
   h. Allowable itemized charges as listed on the Financial Plan:
   i. Employee salaries. The following information must be included in the invoice: employee name (or other unique identifying number), classification, hours worked on the pest detection program, hourly rate, benefit rate.
      Note: The number of hours worked claimed on the invoice must match those documented on the Monthly Detection Activity Report Form, or equivalent documentation. Invoices received without this documentation will not be paid.
   j. Vehicle expenses. The following information must be included in the invoice: vehicle license plate number (or unique identifying number), driver name, ownership of the vehicle (county, state, or leased), allowable mileage rate for the vehicle, and if leased, the monthly lease or rental rate for the vehicle.

4. Payment of the invoice is contingent upon submission of the Monthly Detection Activity Report Form, and compliance with the required information as listed in items one and three above.

5. All invoices, including any invoice amendments, must be received within (30 days) of the expiration date of the Agreement. Invoices received more than (30 days) after expiration of the Agreement will not be paid.

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6. All invoices without a signature block must be submitted as either an Excel or PDF file. If submitting via PDF, the file must be clear and legible without any dark highlights. Invoices that are illegible will not be paid. All illegible invoices will be returned to the county for re-submission.

7. Payment will be made monthly, in arrears, upon receipt of the Monthly Detection Activity Report Form, or equivalent documentation, and approval of the invoice.

8. Please note that CDFA cannot reimburse for more than the total Agreement amount.

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ASIAN CITRUS PSYLLID TRAPPING GUIDELINES
FY2021-22

1. Trapping Season

   a. Year round ACP detection trapping occurs from October 1 through September 30.
   b. Winter ACP detection trapping occurs from November 1 through April 30.

2. Trapping Locations

   a. Conduct detection trapping in all urban and rural residential areas. Refer to the California Department of Food and Agriculture (CDFA) Insect Trapping Guide (ITG) for definitions.
   b. Conduct delimitation trapping on any type of property with hosts (includes commercial agriculture).
   c. Conduct commercial trapping in commercial citrus groves only.
   d. If there are areas deemed to be at high-risk of introductions (packing houses, swap meets, farmers markets, etc.) additional traps may be placed. Confer with the Citrus Division District Manager prior to placement of these traps for approval.
   e. Locations should be stand-alone (i.e., not piggybacked), unless otherwise agreed upon with the Citrus Division District Manager.

3. Trap Density - Traps shall be placed at the following densities. For detection traps, the Citrus Division District Manager will provide the appropriate number for each county within the ranges noted below.

   a. Detection traps placed at five to 16 traps per square mile.
      i. Counties with citrus production in excess of 10,000 acres must place a maximum of 16 traps per square mile in host trees only. Each trapping grid must be divided into 16 subgrids using a four-by-four grid layer.
      ii. Counties with citrus production between 1,000 and 9,999 acres must place a maximum of nine traps per square mile in host trees only. Each trapping grid must be divided into nine subgrids using a three-by-three grid layer.
      iii. Counties with citrus production less than 999 acres must place a maximum of five traps per square mile in host trees only. Each trapping grid must be divided into five subgrids using a quint grid layer.
   b. Delimitation traps placed at 50 traps per square mile in four-square miles centered on the detection location (i.e., one-mile radius from detection location).
   c. Commercial traps placed at one trap per 40 acres.

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4. Inspection Frequency (see item 13 below for screening procedure)

   a. Detection Survey – inspect and remove traps monthly for screening.
   b. Delimitation Survey – inspect and remove traps weekly for the first month for screening, then monthly for 11 more months (12 months total). Remove all traps at 12 months after the last detection.
   c. Commercial Survey – inspect and remove traps every two weeks for screening.

5. Trap - The trap consists of three parts: a yellow panel trap, trap hanger, and paperclip.

6. Attractant - The yellow color is a visual attractant. The trap does not contain a lure or an insecticide.

7. Hosts - Only citrus (lemon and limes are preferred) and citrus relatives. Citrus relatives include kumquat, curry leaf, *Murraya* spp. and orange jasmine/jessamine. **Do not place traps in non-host trees.**

8. Trap Numbering

   a. Using the alpha-numeric Statewide Trapping Grid (STG), assign a unique trap number consisting of the STG grid, hyphen, quint or subgrid, hyphen, trap type Asian citrus psyllid (ACP) and number (use number only if more than one trap is in that quint or subgrid). For example: JT316-W-ACP2 or JT316-5-ACP.
   b. Write the trap number, date of deployment, and trapper's initials on **both** interior non-adhesive sides of the trap body. It is easiest to do this before the trap is opened for deployment.

9. Trap Assembly - Assemble the trap by pulling it open, exposing the yellow sticky surface. Paperclip the white tabs on the side to hold the trap in position. Place a Jackson trap hanger through the holes in the top end of the trap (see ITG, page ACP-2).

10. Trap Placement and GPS

    a. Follow the parameters for ACP trap placement in the ITG.
    b. All sites trapped must have Global Positioning System (GPS) coordinates recorded using North American Datum of 1983 (NAD83) in decimal degrees to 6 digits after the decimal points (e.g., 34.423301, –119.825056). If there are more than 6 digits, truncate (cut off) the additional digits. **Do not round up or down.** Record the GPS coordinates of the host on the trap data card. New GPS coordinates must be recorded when traps are relocated or rotated.

11. Trap Relocation for Year Round Detection Program

    a. Relocations should provide for moving the trap evenly throughout its assigned area, with a minimum relocation distance of 500 feet. Note: relocation is not

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required for counties that conduct ACP detection only during the winter season (November 1 through April 30).

b. When relocating, always use a new trap. Submit all removed traps to a qualified county screener or the CDFA screening facility (see item 13 below for screening procedure). Record the GPS coordinates of the new site on the trap card.

   i. Detection Survey – Relocate traps every eight weeks, adhering to a minimum relocation distance of 500 feet, per the ITG.
   ii. Delimitation Survey – Relocate in consultation with the Citrus Division District Manager.
   iii. Commercial Trapping – Do not relocate the trap unless the tree is removed or maintaining the regular servicing interval is compromised.

12. Trap Replacement

   a. Replace traps monthly or with each relocation.
   b. Change the trap with each relocation, every time a suspect is captured, or when the trap becomes dirty or cluttered with insects or other debris (i.e., as necessary).

13. Screening of Traps - **All traps removed from the field must be screened for ACP before being discarded.**

   a. CDFA maintains a screening facility in Visalia, California for screening (address is below). Shipment costs for sending traps will be reimbursed by CDFA.
   b. Boxes sent to Visalia must have the county written on the outside of the box, so as to allow the screening facility to prioritize particular counties (if directed to do so) and to assure that suspect psyllids are correctly associated with the relevant county if additional trap data is required to complete an electronic Pest and Damage Record (e-PDR).
   c. Visalia address and contact information:

      CDFA Screening Facility
      345 E. Tulare Avenue, Suite M
      Visalia, CA 93277
      Attention: Elizabeth Zavala
      Phone: 559-636-7410

   d. Alternately, counties may instead elect to have a qualified county staff member perform the screening, with pre-approval from the Citrus Division District Manager.

14. Submitting Specimens for Identification

   a. If an ACP specimen is observed when servicing the trap, the entire trap containing the suspect insect(s) should be collected and returned to the county

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office for supervisory inspection. Before leaving the site, replace the old trap with a new one.

b. Immediately contact the Citrus Division District Manager.
c. Submit the entire trap, leaving the suspect ACP(s) on the trap, for identification to the Plant Pest Diagnostics Center (PPDC) in Sacramento, California as efficiently and quickly as possible, but no longer than 24-hours.
d. If the suspect ACP is alive on the trap, place the trap in the freezer for at least one hour to kill the specimen. Do not transport live specimens!
e. Mailing address to submit specimens:

    Plant Pest Diagnostics Center
    3294 Meadowview Road
    Sacramento, CA 95832

f. All suspect specimens should be submitted along with Form 65-020, the e-PDR. The website for the e-PDR is http://phpps.cdfa.ca.gov. Persons submitting this form will need a username and a password.

g. Notify the Citrus Division District Manager and the State Entomologist, Dr. Beucke at Kyle.Beucke@cdfa.ca.gov prior to sending the suspect specimens, so they can notify the PPDC that specimen are on the way. Include the e-PDR number in this communication.

Attachment: 21 22 ACP (7010 : 21/22 ACP Agreement)

Attachment 1 - Tiering Strategy Checklist

Start Date:	October 1, 2021
Project Leader:	M. Anastacia Allen
Description of Activity:	Asian citrus psyllid yellow panel traps are hung in or near host plants during the prescribed trapping season. Residents are notified at time of placement.
Activity Surroundings (Residential, agriculture, mixed use, other regulated entities):	Asian citrus psyllid trapping is conducted within the whole of COUNTY NAME County. Property types are various (residential, agriculture, mixed use, undeveloped) and have Asian citrus psyllid host plants on or near them.

Part A

	Response	Justification/Rationale
Is the proposed activity under CDFA's discretion?	Yes	Detect Asian citrus psyllid
Is the activity described in the PEIR?	Yes	(If the Response is "Partially" or "No" skip to Part C) PEIR section 3.4.1

Part B

			Check Applicable Requirements
General Requirements			
Conduct activity as described in Chapters 2 and 3 of PEIR			✓
Include applicable PEIR requirements in Compliance Agreements with regulated entities, based on the activities the regulated entities may conduct in response to quarantine			
Activity Site Specific Review			
Database	**Date Reviewed**	**Mitigation If Any**	
California Natural Diversity Database	N/A		
303(d) List of Impaired Waters	N/A		
EnviroStor Hazardous Site	N/A		

Attachment: 21 22 ACP (7010 : 21/22 ACP Agreement)

	Check Applicable Requirements
Management Practices	
MP-SPRAY-1: Conduct a Site Assessment	
MP-SPRAY-2: Properly clean and calibrate all equipment to apply chemicals uniformly and in the correct quantities	✓
MP-SPRAY-3: Follow pesticide application laws and regulations, and label directions	✓
MP-SPRAY-4: Apply chemicals only under favorable weather conditions	
MP-SPRAY-5: Follow integrated pest management and drift reduction techniques	
MP-SPRAY-6: Clean equipment and dispose of rinse water per label directions	✓
MP-SPRAY-7: Follow appropriate product storage procedures	✓
MP-AERIAL-1: Use appropriate aerial spray treatment procedures	
MP-GROUND-1: Follow appropriate ground-rig foliar treatment procedures	
MP-GROUND-2: Follow appropriate low-pressure backpack treatment procedures	
MP-GROUND-3: Train personnel in proper use of pesticides	✓
MP-GROUND-4: Enforce runoff and drift prevention	
MP-HAZ-1: Implement a Spill Contingency Plan	✓
MP-HAZ-2: Use safety and cleanup materials checklist	✓
MP-HAZ-3: Implement decontamination	✓
MP-HAZ-4: Follow appropriate disposal procedures	✓
Mitigation Measures	
Mitigation Measure BIO-CHEM-2: CDFA will obtain technical assistance from USFWS, CDFW and NMFS to identify site-specific buffers and other measures to protect habitats utilized by special-status species	
Mitigation Measure HAZ-GEN-4a: Determine Potential for Hazardous Materials Exposure	✓
Mitigation Measure HAZ-GEN-4b: Conduct a Hazardous Materials Records Search before Beginning Proposed Program Activities at a Given Site	✓
Mitigation Measure HAZ-GEN-4c: Stop work and implement hazardous materials investigations/ remediation for contamination health risks	✓
Mitigation Measure HAZ-CHEM-1a: Conduct Public Information Sessions Regarding Pesticide Safety Practices	✓
Mitigation Measure HAZ-CHEM-1b: Conduct Training Sessions and Prepare Educational Materials Regarding Safe Handling and Application of Pesticides	✓
Mitigation Measure HAZ-CHEM-3: Require Compliance with the Proposed Program's Authorized Chemical Application Scenarios	✓
Mitigation Measure NOISE-PHYS-1: Conduct Activities during the Daytime	
Mitigation Measure WQ-CHEM-2: Track Emerging Water Quality Standards and Implement Additional Mitigation as Appropriate	
Mitigation Measure WQ-CHEM-5: Require Implementation of Proposed Program MPs as Part of Compliance Agreements	
Mitigation Measure WQ-CUM-1: Identify whether Proposed Program Pesticide Applications May Occur in Proximity to Impaired Waterbodies, and Implement Appropriate MPs	

Attachment: 21 22 ACP (7010 : 21/22 ACP Agreement)

Part C

	Y/N	Justification/Rationale
Step 1		
Is the Activity substantially similar to that considered in the PEIR?		(If yes go to Step 2, if no move to the next question)
If a management practice that was not included in the PEIR is being considered, would it be equivalent or more effective to the management practice originally considered in the PEIR?		(If yes go to Step 2, if no move to the next question)
If a mitigation measure that was not included in the PEIR is being considered, would it be equivalent or more effective to the mitigation measure originally considered in the PEIR?		(If yes go to Step 2, if no move to the next question)
Would the activity result in potentially significant impacts which were not considered in the PEIR, not considered to be significant in the PEIR, or would be substantially more significant than disclosed in the PEIR?		(If yes go to Step 3, if no go to Step 2)
Step 2	Attach supporting documentation for determination, and CEQA Addendum, as applicable	
Step 3	Attach tiered CEQA document, and identify additional requirements from that document	

Confirmation of Implementation (following completion of activity)	
Project Leader Name:	M. Anastacia Allen
Signature*:	
End Date:	

*This signature confirms that all applicable requirements identified on this checklist and related documentation has been properly implemented.

Attachment: 21 22 ACP (7010 : 21/22 ACP Agreement)

State of California
Department of Food and Agriculture
Citrus Pest and Disease Prevention Division

County: Colusa

Fiscal Year: 2021-22

TRAPPING HOURS/YEAR WORKSHEET

Green = fillable cells to be completed by the County.
Purple = subtotals and totals. These contain formulas - **DO NOT MODIFY!**

TRAPPING SEASON

Trap Type	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
DETECTION												
DELIMITATION												
COMMERCIAL												

weekly servicings biweekly servicings monthly servicings

Trap Type	# of traps	x	serv/year*	=	serv/year/trap
Detection	50	x	6.00	=	300
Detection		x			0
Delimitation		x		=	0
Delimitation		x		=	0
Delimitation		x		=	0
Commercial		x		=	0
		x		=	0
		x		=	0
		x		=	0
		x		=	0
				Total:	300

NOTE: serv/year*. Insert figure from Servicings per Year sheet

	(A)		(B)		(C)		(D)
DETECTION:	300	÷	4.00	=	75.00	x 1.1 (10%)	82.50
DELIMITATION:	0	÷	0.00	=	0	x 1.1 (10%)	0.00
COMMERCIAL:	0	÷		=	0	x 1.1 (10%)	0.00
						TOTAL:	82.50

A = Servicings/year/trap - calculated electronically.
B = Average # of traps serviced per hour - figure entered by person completing work sheet.
C = Hours/year - calculated electronically.
D = Hours/year plus 10% - calculated electronically. "D" represents the billable hours for the trapper(s) in the field and is applied to the work plan in the "Detection" section. In addition to the detection trapper hours, the financial plans also cover non-detection (supervisor, administrative, etc.) hours.

8/12/21
Form 66-223

Attachment: 21 22 ACP (7010 : 21/22 ACP Agreement)

Servicings per Year Table

	Weekly	Bi-weekly	1x / month
1 mo	4.33	2.17	1.00
2 mo	8.67	4.33	2.00
3 mo	13.00	6.50	3.00
4 mo	17.33	8.67	4.00
5 mo	21.67	10.83	5.00
6 mo	26.00	13.00	6.00
7 mo	30.33	15.17	7.00
8 mo	34.67	17.33	8.00
9 mo	39.00	19.50	9.00
10 mo	43.33	21.67	10.00
11 mo	47.67	23.83	11.00
12 mo	52.00	26.00	12.00

Formula: Number of months divided by twelve (= fraction of year), multiplied by the number of weeks in a year, divided by the servicing interval (i.e., 52/2 = biweekly servicing).

For example: 8-month/biweekly = 8/12 = .66*52 = 34.66/2 = 17.33.

8/12/2021

Attachment: 21 22 ACP (7010 : 21/22 ACP Agreement)

California Department of Food and Agriculture

Agreement Name: ACP Detection Agreement
Agreement Number:
County:
Remit to: Stephanie Jacobs (Stephanie.Jacobs@cdfa.ca.gov) and [designated CPDPD supervisor]
Invoice Number:
Billing Period:

Asian Citrus Psyllid Detection Program

Agreement Number:
October 1, 2021 - MM/DD/YYYY
Invoice for Period from [Month, Date, Year]

Personnel Services

Employee Name and Classification	Hours	Rate	Benefits	Total Salaries
	0.00	$0.00	$0.00	$0.00
	0.00	$0.00	$0.00	$0.00
	0.00	$0.00	$0.00	$0.00
	0.00	$0.00	$0.00	$0.00
	0.00	$0.00	$0.00	$0.00
	0.00	$0.00	$0.00	$0.00
	0.00	$0.00	$0.00	$0.00
	0.00	$0.00	$0.00	$0.00
	0.00	$0.00	$0.00	$0.00
	0.00	$0.00	$0.00	$0.00
	0.00	$0.00	$0.00	$0.00
Total Hours:	0.00		Total Salaries:	$0.00

Total Personnel Services:	$0.00
Indirect (up to 25% of Personnel Services):	$0.00
Total Personnel Services:	$0.00

Operating Expenses

Supplies	$0.00
Subcontractor	$0.00
Other Items of Expense	$0.00
Total Operating Expenses:	$0.00

Vehicle Usage	**Miles**	**Rate**	
Vehicle Mileage	0.00	0.560	$0.00
		Total Mileage Cost:	$0.00

Total Operating Expenses	$0.00
Grand Total:	$0.00

Agreement Amount	$0.00
Billed to Date	$0.00
Balance	$0.00

Attachment: 21 22 ACP (7010 : 21/22 ACP Agreement)

COLUSA COUNTY DEPARTMENT OF AGRICULTURE

FY 2021-22 Asian Citrus Psyllid (ACP) Trapping Financial Plan

8/12/21

Green = fillable cells to be completed by the County.
Purple = subtotals and totals. These contain formulas - DO NOT MODIFY!
Orange = instructions.

A. PERSONNEL

1. STAFF - Detection Trappers

	Employee Name	Classification	HOURS/ DAY	TOTAL WORK DAYS	HOURS	
1	Jason Deaner	Ag Biologist I	9.00	7.00	63.00	
2			0.00	0.00	0.00	
3			0.00	0.00	0.00	
4			0.00	0.00	0.00	
5			0.00	0.00	0.00	
6			0.00	0.00	0.00	
7			0.00	0.00	0.00	
8			0.00	0.00	0.00	
9			0.00	0.00	0.00	
10			0.00	0.00	0.00	
11			0.00	0.00	0.00	
12			0.00	0.00	0.00	
13			0.00	0.00	0.00	
14			0.00	0.00	0.00	
15			0.00	0.00	0.00	
				Subtotal:	63.00	0.00

2. SALARIES - Detection Trappers

			HOURLY RATE w/o BENEFITS	HOURS	SALARY
1	Jason Deaner	Ag Biologist I	$24.29	63.00	$1,530.00
2			$0.00	0.00	$0.00
3			$0.00	0.00	$0.00
4			$0.00	0.00	$0.00
5			$0.00	0.00	$0.00
6			$0.00	0.00	$0.00
7			$0.00	0.00	$0.00
8			$0.00	0.00	$0.00
9			$0.00	0.00	$0.00
10			$0.00	0.00	$0.00
11			$0.00	0.00	$0.00
12			$0.00	0.00	$0.00
13			$0.00	0.00	$0.00
14			$0.00	0.00	$0.00
15			$0.00	0.00	$0.00
				Subtotal:	$1,530.00

3. BENEFITS - Detection Trappers

			BENEFIT RATE (%)	SALARY	BENEFIT COST
1	Jason Deaner	Ag Biologist I	74.1100%	$1,530.00	$1,134.00
2			0.0000%	$0.00	$0.00
3			0.0000%	$0.00	$0.00
4			0.0000%	$0.00	$0.00
5			0.0000%	$0.00	$0.00
6			0.0000%	$0.00	$0.00
7			0.0000%	$0.00	$0.00
8			0.0000%	$0.00	$0.00
9			0.0000%	$0.00	$0.00
10			0.0000%	$0.00	$0.00
11			0.0000%	$0.00	$0.00
12			0.0000%	$0.00	$0.00
13			0.0000%	$0.00	$0.00
14			0.0000%	$0.00	$0.00
15			0.0000%	$0.00	$0.00
				Subtotal:	$1,134.00

DETECTION STAFF SUBTOTAL: $2,664.00

4. STAFF - Non-Detection

	Employee Name	Classification	HOURS/ DAY	TOTAL WORK DAYS	HOURS
1	Dawn Brown	Account Technician	1.00	6.00	6.00
2	Ryan Jennings	Asst Ag Commissioner	2.00	7.00	14.00
3	Anastacia Allen	Ag Commissioner	0.50	6.00	3.00
4	Leeann Price	Fiscal Administrative Officer	0.50	6.00	3.00
5			0.00	0.00	0.00
6			0.00	0.00	0.00
7			0.00	0.00	0.00
8			0.00	0.00	0.00
9			0.00	0.00	0.00
10			0.00	0.00	0.00
				Subtotal:	26.00

5. SALARIES - Non-Detection Staff

			HOURLY RATE w/o BENEFITS	HOURS	SALARY
1	Dawn Brown	Account Technician	$29.06	6.00	$174.00
2	Ryan Jennings	Asst Ag Commissioner	$49.43	14.00	$692.00
3	Anastacia Allen	Ag Commissioner	$52.24	3.00	$157.00
4	Leeann Price	Fiscal Administrative Officer	$36.34	3.00	$109.00
5			$0.00	0.00	$0.00
6			$0.00	0.00	$0.00
7			$0.00	0.00	$0.00

Attachment: 21 22 ACP (7010 : 21/22 ACP Agreement)

8	$0.00	0.00	$0.00
9	$0.00	0.00	$0.00
10	$0.00	0.00	$0.00
		Subtotal:	$1,132.00

6. BENEFITS - Non-Detection Staff

			BENEFIT RATE (%)	SALARY	BENEFIT COST
1	Dawn Brown	Account Technician	44.1800%	$174.00	$77.00
2	Ryan Jennings	Asst Ag Commissioner	47.3400%	$692.00	$328.00
3	Anastacia Allen	Ag Commissioner	66.9500%	$157.00	$105.00
4	Leeann Price	Fiscal Administrative Officer	60.0400%	$109.00	$65.00
5			0.0000%	$0.00	$0.00
6			0.0000%	$0.00	$0.00
7			0.0000%	$0.00	$0.00
8			0.0000%	$0.00	$0.00
9			0.0000%	$0.00	$0.00
10			0.0000%	$0.00	$0.00
				Subtotal:	$575.00

NON-DETECTION STAFF SUBTOTAL: $1,707.00

25.00 % Overhead (Not to exceed 25%)

SALARIES	BENEFITS	OVERHEAD COST
$2,682.00	$1,709.00	$1,093.00

TOTAL PERSONNEL COST : $5,484.00

B. SUPPLIES (Itemized, such as: trapping poles, office supplies, etc.)

	Description	COST
1	Office Supplies	$25.00
2		$0.00
3		$0.00
4		$0.00
	TOTAL SUPPLY COST:	$25.00

C. SUBCONTRACTOR — TITLE

		HOURLY RATE	HOURS	COST
1				$0.00
2				$0.00
3				$0.00
4				$0.00
		TOTAL SUBCONTRACTOR COST:		$0.00

D. VEHICLE OPERATIONS

COUNTY VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE*	COST
1.00	6.00	175.00	$0.560	$588.00

STATE VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE*	COST
0.00	0.00	0.00	$0.000	$0.00

NO. OF LEASED VEHICLES	COST PER MONTH	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE*	COST
0.00	0.00	0.00	0.00	$0.000	$0.00

VEHICLE COST TOTAL: $588.00

E. OTHER ITEMS OF EXPENSE (e.g., communications, IT services)

	Description	COST
1	IPad cellular service	$228.06
2	Packaging and shipping	$90.00
3		$0.00
4		$0.00
	TOTAL SUPPLY COST:	$318.00

* Per federal audit guidelines, this rate cannot be exceeded. However, if your county's internal policy uses a lower rate, that rate may be applied.
* Salary rates subject to change due to changes in labor contracts program modifications, cost-of-living adjustments, step increases, classification series, fringe benefits, etc.

FY 2021-22 ACP Trapping Cost: $6,395.00

COMMENTS:

Attachment: 21 22 ACP (7010 : 21/22 ACP Agreement)

COUNTY OF COLUSA, CA **2.5**

Request For County Board of Supervisors Action

MEETING DATE: **December 14, 2021**

DEPARTMENT: **Behavioral Health**

FROM: **Jayro Pina**

SUBJECT: **Colusa County Behavioral Crisis MOU**

Approve Memorandum of Understanding (MOU) between **Colusa County Sheriff Office (CCSO), Colusa County Behavioral Health Services (CCBHS), Colusa Medical Center (CMC), City of Williams Police Department, City of Colusa Police Department, California Highway Patrol, and Sierra Mental Wellness** establishing duties and responsibilities when dealing with citizens in psychiatric crisis and further outlines the process of crisis resolution.

Detailed Description/Background of request

This is MOU is between; **Colusa County Sheriff Office (CCSO), Colusa County Behavioral Health Services (CCBHS), Colusa Medical Center (CMC), City of Williams Police Department, City of Colusa Police Department, California Highway Patrol, and Sierra Mental Wellness.** The MOU establishes a guide for resolving a mental health crisis. The intent of the MOU is to ensure that the patient receives seamless, professional and appropriate care for the condition that he/she is experiencing. It defines the roles of each entity involved in the process from intake of the patient to the proper placement if deemed necessary.

In April of 2021 both the BH Interim Director and the County Administrator identified the fact that the crisis response protocols were significantly compromised. To improve the crisis service, the heads of all law enforcement agencies assembled at the courthouse twice and discussed the gaps in service and suggested improvements that might make the crisis response more efficient and reliable. One area of particular concern was the absence of a predictable driver and sitter program at CMC so when a patient is awaiting admission to a psychiatric facility, the needs of the patient could be addressed without undue burden on law enforcement.

On October 26, 2021, the Colusa County Board of Supervisors approved a side letter for the County / Employee Union Agreement which would allow County BH Staff to assume the role of driver and sitter and be reimbursed on call pay by the shift. This modification has allowed BH to establish a schedule that is now solid and predictable into the coming months. BH and the County Administrator also had meetings with CMC Staff and administrators to receive information and suggestions that might improve the response in such a way to reduce liability for all yet maintain a high standard of medical care. When this MOU is fully executed it will define the obligations set in statute

that each signer will fulfill when addressing a psychiatric crisis.

Prior Board Action

None

Fiscal Impact/Funding Source

None. This is a part of regular services offered by CCBHS.

Action for the Clerk

Please obtain signatures and return to Jayro Pina at Behavioral Health.

ATTACHMENTS:

- Behavioral Health Crisis MOU (DOCX)

Memorandum of Understanding

Between

Colusa County Sheriff Office (CCSO)
Colusa County Behavioral Health Services (CCBHS)
Colusa Medical Center (CMC)
City of Williams Police Department
City of Colusa Police Department
California Highway Patrol
Sierra Mental Wellness

The following Memorandum of Understanding (MOU) is being entered into so that there is a clear understanding of the roles and responsibilities for the named parties above when any or all are involved in resolving a psychiatric crisis. The intent of the MOU is to ensure that the patient receives seamless, professional and appropriate care for the condition that he/she is experiencing. This document is not intended to invalidate or replace the policies of the individual agencies that are party to this agreement. This agreement will commence on **January 1, 2022.**

SECTION I: Basic Understandings:

1. When a patient seeks care at Colusa Medical Center Emergency Room (ER), the patient is under the direct care of Colusa Medical Center, and the ER physician holds the ultimate responsibility for completion of a medical screening exam and corresponding treatment of the crisis and seeks consultation from CCBHS or their contractor, Sierra Mental Wellness, for after hours, weekend or holiday evaluation, to determine the best course to achieve that. Although consultants or staff from the community agencies may assist ER staff, all patients being screened by the ER physician are under the direct care of CMC.

2. The patient remains under the care of Colusa Medical Center until the patient is deemed medically stable and is discharged by the ER physician or until the patient arrives at an admitting facility where the patient is being transferred for continued care and treatment.

3. Each Agency noted above brings a certain level of expertise to the situation that may be required in order to successfully treat the patient and bring the matter to resolution. Law Enforcement and County Behavioral Health are the responsible agents under Welfare and Institutions Code (W&IC) 5150-5157 for determining the necessity for the 72-hour involuntary detention. Colusa Medical Center is responsible under EMTALA for stabilization and transfer of all medical emergencies determined through a medical screening exam completed by a licensed ER physician. These legal responsibilities create the necessity for all entities named in this MOU to work together during the handling of a psychiatric crisis.

4. If deemed appropriate for the safety of the patient by order of the ER physician and only when no other options are available and with support by law enforcement, physical and or chemical restraint may be utilized while the appropriate level of care is being identified. It is understood that Colusa

Attachment: Behavioral Health Crisis MOU [Revision 1] (7028 : Behavioral Health Crisis MOU)

Medical Center staff are not specialists in managing patients in a Behavioral Health Crisis and that Behavioral Health or their contracted staff from Sierra Mental Wellness will therefore need to be present to ensure effective safe management of a patient experiencing an acute Behavioral Health Crisis. It is further clarified that the staff of Colusa Medical Center are not allowed to participate in any action leading to potential injury of the staff or the patient, to include forcefully restraining an uncooperative and or uncontrollable patient. Only law enforcement has the appropriate training or authority to restrain and control un-cooperative patients.

5. Definition of the term "psychiatric crisis" for the purpose of this document: Someone who self-identifies as being unable to manage safely in the community due to possible mental health symptoms (admits to having suicidal ideation, homicidal ideation or appears to be gravely disabled due to a mental disorder), or someone who's behavior, as observed by "a person of ordinary care and prudence to believe, or to entertain a strong suspicion, that the person detained is mentally disordered and is a danger to himself or herself, or others, is gravely disabled." (People v. Triplett (1983)144Cal.App.3d 283) meets the criteria as being in a psychiatric crisis. Reports from family members, medical or behavioral health care providers, or other community members may also be taken into account in determining when a psychiatric crisis is occurring.

SECTION II: Each Agency Shall Agree to Perform the Following Actions:

Colusa Medical Center Emergency Room:

1. The ER staff will admit the patient into the ER for care and treatment under the supervision of a licensed physician according to their standard practice.

2. If it is clear to ER staff that an evaluation may be needed, ER staff should call the CCBHS consultant and let them know an evaluation will be required once the medical clearance is completed. In this way, if a sitter is needed, the CCBHS Consultant can dispatch the sitter immediately without waiting for the entire medical clearance to be conducted. This is useful if a law enforcement officer has brought a resident into the ER and the officer needs to return to the field to attend to other matters.

3. In the case of an agitated patient, the ER physician will provide direction for either physical or chemical restraint. The ER staff will consult with Law Enforcement about the need for their presence in the ER. The decision of when to release Law Enforcement from the ER is exclusively a decision between the ER staff and Law Enforcement. The CCBHS consultant may weigh in, but ultimately it is a Law Enforcement decision based upon other community needs requiring attention.

4. The ER staff will perform a medical examination, to determine medical status of patient. The purpose of this examination is to determine the cause of the behavior or state of mind of the patient. If a medical cause for the behavior is discovered, other than a psychiatric disorder (for example, thyroid condition, diabetes, substance intoxication, or withdrawal) the physician and ER staff will proceed to treat and stabilize according to their knowledge and best practices.

Attachment: Behavioral Health Crisis MOU [Revision 1] (7028 : Behavioral Health Crisis MOU)

a) The medical examination must include a toxicology screening of any illicit or intoxicating substances that may be a primary or contributing factor for the patient's state of mind and behavior. If the level of substances indicate that the patient's presentation is primarily due to substance use, or presents such an obstacle to the possible evaluation by a CCBHS crisis worker (i.e., they are unconscious), the effects of the substances must be mostly resolved prior to calling CCBHS crisis worker to the ER. If the patient has been ingesting alcohol, the blood level must be at or below .08 before a reasonable psychiatric evaluation can be completed.

b) If the patient is determined to have a co-occurring medical condition, ER physician should stabilize this condition as far as is possible. Any unstable medical condition will limit the choices of a psychiatric hospital to those few that also have medical units.

5. If no other causes are found for behavior or state of mind of the patient, ER staff will determine that the patient is "medically clear" and ready for a psychological evaluation. **The CCBHS crisis worker is called as a consultant to perform this evaluation after the ER Emergency Room Worksheet is completed. (See attachment "A")** If the medical clearance is underway and it is likely the patient will be cleared, the ER Staff may call the psychiatric consultant even before the medical clearance has concluded. **The Emergency Room Worksheet must be completed prior to the telephone contact with the CCBHS Consultant. Requesting the evaluation. The nurse calling the consultant shall indicate in the phone call under which one of the five categories the patient meets the need for a consultation. The paperwork will be handed to the CCBHS Consultant upon arrival. The brief information on the worksheet will assist the consultant to check existing records, and also minimize the need for discussion over the phone.**

   a) If there is a presence of drugs or alcohol remaining or any physical factors that the medical examination has revealed, the ER staff must inform the CCBHS crisis worker of this.

   b) Copies of the medical examination, including toxicology or lab results must be provided to the CCBHS crisis worker upon arrival at the ER. This information will be critical in seeking to broker a bed for psychiatric care.

6. ER will provide a space where CCBHS crisis worker may conduct an interview with the patient in a confidential setting. Safety of patient, ER staff and CCBHS crisis worker must be considered in finding an appropriate location. Safety factors to consider are having sufficient staff presence near patient to reduce risk of patient elopement, and removal or securing of sharp objects to prevent patient access.

7. If CCBHS crisis worker determines the patient may safely be released due to not meeting criteria for hospitalization, the ER staff will discharge the patient according to their usual procedures.

8. If the CCBHS crisis worker determines the patient requires hospitalization to resolve the psychiatric crisis, the ER will provide the following support in the search for a bed at a psychiatric facility;

   a) Doctor-to-doctor or nurse-to-nurse consultation, if requested by the admitting facility.

Attachment: Behavioral Health Crisis MOU [Revision 1] (7028 : Behavioral Health Crisis MOU)

b) Other medical tests if requested by the admitting facility.
c) Paperwork that demonstrated the patient is stable and medically cleared.

9. If the patient has met the criteria for detention, and the patient is no longer agitated and uncooperative, and it has been determined that Law Enforcement is no longer needed in the ER, the task for sitting with the patient until the transfer happens is conducted by CCBHS. When a patient is sleeping, fully medicated, or entirely willing to go to the psychiatric hospital, a "sitter" may not be necessary as determined by the ER Doctor or his / her designee. This service of sitting is offered by Behavioral Health, but not required by statute.

10. If a CCBHS sitter is in the ER with a patient who may be awaiting either a medical clearance or a brokered bed, it is the sole responsibility of CCBHS or their contractor to ensure that their sitter receives periodic breaks to include a lunch break if the sit turns out to be longer than six hours. Due to the fact there will be only one staff person available from CCBHS or their contractor, there will be short timeframes where the care of the patient regarding the task of sitting will revert to the hospital staff.

    When a bed has been brokered, the ER physician must determine that the patient is stable for transfer and must take appropriate measures, prior to the patient exiting the ER, to ensure the safety of the patient and drivers during transport.

    This includes the following:

    a) Aid the CCBHS crisis worker in identifying and removal of items of clothing that may constitute a danger during transport. This must include removal of shoes, belt, watch, jewelry. ER may provide booties for patient to wear in transport.

    b) ER physician may consider necessity of medicating the patient prior to transfer to keep the patient calm during transport.

11. The ER staff, may if appropriate, provide primary monitoring for a patient under the following circumstances:

    a) The patient is asleep, fully medicated, and prior to going to sleep was compliant with the detention and evaluation.

    b) ER staff will recall CCBHS crisis worker to the ER if patient status changes for the worse. The CCBHS Consultant may dispatch a sitter if one is not already at the ER.

12. If there is a disagreement between the ER physician and the crisis worker regarding recommendation for release or hospitalization, the physician will discuss with the CCBHS manager-on-call to resolve disagreement. The WIC 5150 Statute should guide the process. If the individual meets to criteria for detention, then the hospitalization should happen. If the individual does not meet the criteria, but the physician still wants the individual to be hospitalized, then then CCBHS Consultant can seek a voluntary placement. It may be more challenging to broker a voluntary bed.

Attachment: Behavioral Health Crisis MOU [Revision 1] (7028 : Behavioral Health Crisis MOU)

13. If a patient of the ER who is under detention should elope from the ER, it is the responsibility of the ER Staff to call Law Enforcement so that the individual can be found and returned to the ER where restraint of some kind may be necessary so that the evaluation can take place at a designated facility.

Colusa County Behavioral Health Services:

1. CCBHS has an on-call crisis worker available from 24/7. During business hours it will be staff from the clinic and afterhours and weekends it will be Sierra Mental Wellness. A manager is always available seven days a week as a back-up, or for complicated situations. Any agency seeking crisis service simply has to call 530-458-0520. This number is good 24/7. The caller will be connected to the crisis service. Behavioral Health, and the contractor, Sierra Mental Wellness, shall have a backup manager available in the rare circumstance that the on-call manager is not available.

2. CCBHS will field a voluntary crisis response at the clinic located at 162 E. Carson Street. Consumers can voluntarily walk into the clinic from 9:00 AM until 4:00 PM and be assured they will be seen. Law Enforcement may bring a voluntary, non-agitated, non-intoxicated, non-psychotic person to the clinic and they will be seen by CCBHS Staff. Any individual on a detention must go to the ER and the hospital will contact CCBHS or Sierra Mental Wellness 24/7.

3. The crisis worker will respond as quickly as possible by phone when contacted by the ER Staff for a consultation on a patient at the ER. When the ER calls the crisis worker and leaves a message, the crisis worker will return the call to the ER within five minutes of the initial call by the ER Staff. In this initial phone consultation - if patient has been medically cleared – the crisis worker will identify arrival time at the ER. Generally, this will be no longer than 1 hour from the time the call is placed but can be dependent on location of home of crisis worker and weather conditions which may delay arrival. During business hours the ER will contact the CCBHS clinic directly and after hours the ER will use the on-call crisis schedule. **This initial call by the ER will always include the information on the Emergency Room Worksheet, specifically which one of the five categories that the patient has met indicating a need for a BH Consultation. This will eliminate the need for prolonged telephone inquiries.**

4. The crisis worker will not report to the ER until the medical clearance has been completed, or nearly completed, or when the patient is determined to be at least minimally under the influence of any substances. In the case of alcohol, it is agreed upon that no proper evaluation can be conducted by the crisis worker until the level has been reduced to legal levels below .08 and the patient can participate fully in the interview.

5. During the course of the evaluation, the crisis worker will comply with directives from the ER staff and physician, realizing that the CCBHS can, with CCBHS management approval, leave the ER facility prior to resolution if CCBHS is being asked to do something that is contrary to CCBHS Agency Policy.

Attachment: Behavioral Health Crisis MOU [Revision 1] (7028 : Behavioral Health Crisis MOU)

6. At the beginning of the evaluation, the crisis worker will always identify him/herself by name to the patient and inform them that that they are a consultant from Colusa County Behavioral Health Services. For all face-to-face crisis contacts, unless the individual is already open as a client to CCBHS, or the patient is too ill to cooperate in the process, the following paperwork is needed: Brief Assessment; Demographic form with the individual's name, address, phone and Social Security number; and financial or insurance information. For open clients of CCBHS, the crisis worker will complete a Brief Assessment to document clinical findings and recommendations for treatment.

7. If it is determined that a "sitter" would be beneficial to the situation, the crisis worker on call may notify the sitter who is on the schedule, and the sitter will promptly report to the ER within forty-five minutes. The CCBHS Consultant is the only one authorized to dispatch the Sitter. The sitter service is being voluntarily offered by CCBHS to assist agency partners to ensure that the detention process goes as smoothly as possible.

8. CCBHS will conduct an evaluation of the mental status of the patient, which includes recent events leading to crisis, severity of current symptoms, psychiatric history, substance use history, current medications, and support system at home. If patient is not able to verbally respond due to severity of symptoms, the crisis worker will attempt to contact family or friends to confirm mental health history.

   When a patient is deemed not to meet the criteria for 5150 detention, the crisis worker will generate a plan with the patient so that follow-up outpatient services can occur. The crisis worker will often try to involve family members or significant others so that a broad-based support system can be utilized. When the plan is complete the crisis worker will notify the ER physician that they are ready to be released. The crisis worker will leave copies of all documentation used to evaluate the patient's mental health condition

9. If it is determined that a patient is a danger to self, to others, or is gravely disabled due to a mental illness, the crisis worker will administer the 5150 and Advisement.

10. The crisis worker will need to leave the ER and report to the Colusa County Behavioral Health Clinic to contact psychiatric facilities in a search for a bed. The worker will fax all pertinent documentation (medical clearance, toxicology results, brief assessment, etc.) to each hospital until a bed is located. They will also report to the ER physician any requests that the psychiatric facility asks for in addition to medical clearance already completed. Occasionally, doctor-to-doctor or nurse-to-nurse consults are desired by the psychiatric facility.

11. During the course of brokering a psychiatric hospital bed, the CCBHS will keep the ER Nursing Staff informed. Even if there is no progress, at least twice a shift, CCBHS shall advise the ER Nursing Staff about the status of securing a bed.

12. When a bed is located, it will generally be with a facility that CCBHS has a contract in place with, and CCBHS will ensure payment to the hospital in which the patient will be transferred.

13. The crisis worker will consult with the ER physician regarding safe transport of the patient. If all agree that the transport should commence, the crisis worker will arrange transport using the

Attachment: Behavioral Health Crisis MOU [Revision 1] (7028 : Behavioral Health Crisis MOU)

CCBHS driver and caged car. If the patient is not deemed to be safe for transfer by county caged car vehicle, then the ER Team will need to consider all options including further medicating the patient, or going by ambulance where the patient can be restrained on a gurney.

14. When the driver and caged car arrives, the crisis worker, the Law Enforcement (if present) and the ER Team will assist in the transition from the gurney to the back seat of the caged car. The shoes, belt, watch, and any clothing or belongings that may present a danger to the patient and all valuables of the patient will be stored in the car out of reach of the patient for the transport to the hospital.

15. The original copy of the 5150 document and advisement must accompany the patient to the hospital. Copies will be made for the ER, CCBHS and Law Enforcement records. The original 5150 must remain at the location where the patient is at all times.

16. In the event that Law Enforcement has brought a patient into the ER with a detention already written, or if a CCBHS crisis worker writes a 5150 and then during the evaluation and bed search the patient has a significant change in mental status so that they do not any longer meet the 5150 criteria, the crisis worker will consult with the manager on call, and at the manager's direction, the worker may rescind the 5150 hold, thus allowing the ER to discharge the patient. In this event, CCBHS will always attempt to create an aftercare plan to serve the needs of the patient once back in the community.

17. When the crisis worker has evaluated a patient, and it is determined the patient has intensive needs, but the patient does not meet the W&I Code 5150 criteria because a mental illness does not exist, the crisis worker will need to communicate this fact to the ER Team. In these cases, the ER Team, and CCBHS Staff will need to think creatively about how to solve the problem presented without the use of a psychiatric bed.

18. In the event that a dependent adult who is a Colusa County resident cannot be transferred to a psychiatric health facility for any reason, but the individual needs ongoing care, there is a contract in place, C20-024, that states, CMC "agrees at its own expense to furnish all equipment, labor and materials necessary to provide County with emergency shelter care to dependent adults who are in crisis based on Contractor' s availability of required levels of care. Contractor will evaluate each dependent adult to ensure that their medical needs are met prior to admission to an emergency shelter bed. Any medication needs of the dependent adult will be met by Contractor. According to the contract the rate is $750 per day.

19. There are instances when a patient meets the W&I Code 5150 criteria, but because of a co-occurring medical condition, it is impossible to broker a bed. In these situations, again the ER Team and the crisis worker will need to think creatively about an appropriate disposition.

20. A copy of all paperwork associated with the evaluation, including a copy of the 5150 and the name of the admitting psychiatrist, will be given to ER staff prior to crisis worker leaving the ER.

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Colusa County Law Enforcement:

1. If Law Enforcement believes that a citizen is manifesting behaviors consistent with those described as a psychiatric crisis, the Law Enforcement Officer will write the 5150 detainment and transport the citizen to the ER for medical clearance and evaluation. Prior to transport to the ER the officer will search the individual per Law Enforcement policy.

2. If a person has been arrested by Law Enforcement, and the arrestee begins to express behavioral health concerns in route to the correctional facility, Law Enforcement may want to take the arrested individual directly to the ER after regular business hours as the jail will not admit a person to the correctional facility that is not emotionally or mentally stable. It is the arresting agency's responsibility to stay with the arrestee until fully cleared for incarceration and accepted by the jail. During business hours, the Law Enforcement Officer may want to contact the CCBHS Crisis Service at 530-458-0520 to determine with CCBHS Crisis where the best place for the evaluation to occur might be. If the resident is co-operative, and not psychotic, bringing the individual directly to the outpatient clinic at 162 Carson Street may be the most expeditious plan.
   NOTE See Penal Code 4015 (b) & (c)

   PC 4015.

   (a) The sheriff shall receive all persons committed to jail by competent authority. The board of supervisors shall provide the sheriff with necessary food, clothing, and bedding, for those prisoners, which shall be of a quality and quantity at least equal to the minimum standards and requirements prescribed by the Board of Corrections for the feeding, clothing, and care of prisoners in all county, city and other local jails and detention facilities. Except as provided in Section 4016, the expenses thereof shall be paid out of the county treasury.

   (b) Nothing in this section shall be construed in a manner that would require the sheriff to receive a person who is in need of immediate medical care until the person has been transported to a hospital or medical facility so that his or her medical needs can be addressed prior to booking into county jail.

   (c) Nothing in this section shall be construed or interpreted in a manner that would impose upon a city or its law enforcement agency any obligation to pay the cost of medical services rendered to any individual in need of immediate medical care who has been arrested by city law enforcement personnel and transported to a hospital or medical facility prior to being delivered to and received at the county jail or other detention facility for booking.

3. CCBHS will field a voluntary crisis response at the clinic located at 162 E. Carson Street. Consumers can voluntarily walk into the clinic from 9:00 AM until 4:00 PM and be assured they will be seen. Law Enforcement may bring a voluntary, non-agitated, non-intoxicated, non-psychotic person to the clinic and they will be seen by CCBHS Staff. Any individual on a 5150 detention must go to the ER and the hospital will contact CCBHS or our contractor 24/7.

4. If Law Enforcement has written the 5150, they must ensure that the original of this form is given to the CCBHS crisis worker prior to leaving the ER.

Attachment: Behavioral Health Crisis MOU [Revision 1] (7028 : Behavioral Health Crisis MOU)

5. When Law Enforcement presents the citizen at the ER Team, the Officer must remain in the ER until the citizen transitions to the role of patient and comes under the care of the ER Team.

6. If a patient is not compliant, is a safety risk towards others, or at risk of elopement, the ER may request Law Enforcement to stay to provide containment and safety.

    a) The decision to have the Law Enforcement remain should be revisited throughout the ER stay in order to release Law Enforcement as soon as safety needs allow.

    b) When a patient is highly agitated or represents a serious elopement risk, Law Enforcement may choose to handcuff the patient, for his/her own safety. The Officer must remain at the ER while the patient is in handcuffs. The safety of the patient will be ensured under physician guidance.

7. If a patient needs to be searched, and Law Enforcement is present in the ER, they should be tasked with this activity. The ER Team needs to be assured that the patient has no weapons or sharps or other contraband that might negatively impact the evaluation or transfer process. The ER Staff should itemize the possessions taken from the patient and place these in a secure location. If the patient is transferred to a psychiatric facility, the patient's possessions should go with the patient.

8. If the ER Physician determines that sedation is the appropriate medical intervention, and Law Enforcement is in the ER, Law Enforcement may be requested to assist in the administration of the sedative if the patient is unwilling, psychotic or confused, or agitated. Law Enforcement assistance may be critical to complete this medical intervention.

9. If a patient under a detention elopes from the hospital, even though staff have attempted to prevent this from occurring, ER Staff will call the local City Police for assistance in returning the patient to the ER. Since the eloped individual is not under arrest, there are limits to what Law Enforcement can do to bring the individual back to the ER. If the patient has eloped into a County Unincorporated area, the ER will notify the Sheriff Department.

10. Community members are at times placed on a 5150 hold by either law enforcement or by Behavioral Health and brought to the ER at Colusa Medical Center to obtain a medical clearance and a Behavioral Health Consult. While the best disposition is being determined by staff, and he person on a 5150 hold chooses to elope back into the community, the decision to leave the ER is the sole responsibility of the community member. Although the ER Staff, the Behavioral Health Staff and Law Enforcement may firmly believe the community member needs further acute psychiatric care, the ER is not a detention facility, nor are the doors locked. The community member may, against medical advice, discharge themselves and elope back into the community. The full liability for this act rests solely with the community member. No staff member attempting to find a higher level of care for the community member is responsible when the person leaves the ER unexpectedly. Law enforcement will be notified, but there are limitations about what actions law enforcement can take, as the community member is not under arrest

    This MOU will be in effect until any party to this agreement gives 30-day notice to the other agencies that they intend to end the agreement. It is desirable that agency discussion will happen

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on a regular basis so that conflicts can be resolved on a routine basis. Since the service being offered is highly complex, it is likely there will be difficult circumstances, but there needs to be recognition that without the cooperation of all entities it is possible that negative outcomes will happen. This is a living document, and at regular follow up meetings, there may be a need to modify or update this MOU to reflect circumstances that are presently outside the domain of this document.

Signatures of Agency Personnel Responsible to carry out the tenets of his MOU

Dated: _____ _____
Joe Garofalo, Colusa County Sheriff

Dated: _____ _____
Jim Saso, Chief of Police, City of Williams

Dated: _____ _____
Josh Fitch, Chief of Police, City of Colusa

Dated: _____ _____
Ben Fillman, Commander, California Highway Patrol

Dated: _____ _____
Sam Singh, Hospital Administrator
Colusa Medical Center

Dated: _____ _____
Rustad Ahmadzai, Operations Manager
Colusa Medical Center

Dated: _____ _____
Adrian De La Torre, M.D., Medical Director
Colusa Medical Center

Dated: _____ _____
Jon Kerschner, Executive Director
Sierra Mental Wellness

Dated: _____ _____
Noel J. O'Neill, Interim Director
Colusa County Behavioral Health

Dated: _____ _____
Wendy G. Tyler, County Administrative Officer
Colusa County

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Emergency Room Worksheet

to determine when staff should call for a Behavioral Health Consultation

10/28/21.

Attachment "A" to Crisis MOU

The goal of this protocol is to clarify the elements that should be present so a BH evaluation can be arranged. When the worksheet is completed, and it indicates an evaluation is warranted, the ER Staff will call BH and simply indicate that there is a patient ready to be evaluated. The only information necessary over the phone will be:

1. The name and DOB of the patient so that a records check can be completed by BH.
2. Indicate the number of the category, 1-5 listed on page two, so the consultant knows to nature of the review.
3. If the patient has been brought in by Law Enforcement, the municipality and name of the officer that is in the Emergency Department.
4. Is the Medical Clearance either completed or nearly completed?

No evaluation should be requested until this form is completed. ER Staff need not provide details of the patient's condition beyond what is on this form until BH Staff arrive at the ER in person.

1. Patient Name: _____

2. Today's date: _____DOB: _____

3. If the patient was brought in on a hold, what detention category is the hold based upon?

   Grave Disability_____; Danger to Self_____; Danger to others_____

   Name of officer in the ER_____ Municipality_____

4. Is the medical clearance completed, or nearly completed? Yes_____
   Nearly completed_____

ER Staff will call for the evaluation consult by BH if any one of the five categories noted below is checked.

Attachment: Behavioral Health Crisis MOU [Revision 1] (7028 : Behavioral Health Crisis MOU)

1. _____ The patient was detained by law enforcement and brought into the ER.

2. _____ The patient is clearly psychotic and unable to present himself in a rational manner.

3. _____ The patient is currently overtly expressing homicidal or suicidal ideation.

4. _____ The patient denies being suicidal but presented to the ER with a significant physical condition caused by self- harm.

5. _____ A family member or significant other is present at the ER and reports strange, bizarre or very odd behavior not caused by a medical condition.

The completed form will be given to the BH consultant upon their arrival along with the patient face sheet.

Signature and Title of ER Staff Person completing the form:

Printed Name of Provider: _____

If there are disagreements by ER and BH staff concerning the correct use of the form, they should not be resolved at the time of the crisis. ER Staff should report the disagreement to the head nurse, and BH Staff should report their grievance to the crisis manager so that the matter can be addressed at a later point.

Attachment: Behavioral Health Crisis MOU [Revision 1] (7028 : Behavioral Health Crisis MOU)

This worksheet is for internal use of the ER Department only

Patient Name: _____ DOB_____

Today's Date: _____

Reasons to make a referral to BH that will happen at a later day and time.

1. _____Patient who was intoxicated, and is now sober, and desires substance abuse treatment. Patient may have been expressing suicidal intent when intoxicated, but in a sober state entirely denies desire for self-harm.

2. _____Patient expressed thoughts of self-harm in the past, but presently denies suicidal impulses.

3. _____Patient shares symptoms of anxiety, panic, depression, or other mental illness but willingly accepts a referral for treatment.

4. _____Family disputes or conflicts that appear to resolver in the ER should be referred for further assessment and treatment at BH at a later time.

5. _____Homeless person with multiple high needs but no overt sign of mental illness can be referred for a crisis walk-in at BH during normal business hours.

Attachment: Behavioral Health Crisis MOU [Revision 1] (7028 : Behavioral Health Crisis MOU)

COUNTY OF COLUSA, CA **2.6**

Request For County Board of Supervisors Action

MEETING DATE: **December 14, 2021**

DEPARTMENT: **Behavioral Health**

FROM: **Jayro Pina**

SUBJECT: **Behavioral Health and Jail MOU**

Approve the Memorandum of Understanding (MOU) between **Colusa County Department of Behavioral Health (CCDBH), Colusa County Sheriff Office (CCSO), and Wellpath,** to establish a guideline for providing mental health services to inmates who are in need, and authorize County Administrator to sign.

Detailed Description/Background of request

Colusa County Department Behavioral Health (CCDBH) is requesting to enter into an agreement with the Colusa County Sheriff Office (CCSO) and Wellpath to provide mental health services to inmates housed at the Colusa County Jail. The MOU outlines the processes and procedures to safely provide services to the individuals who are incarcerated. The jail staff will work in tandem with Wellpath to determine if mental health services are needed. If it is determined that mental health services are indeed needed a referral will be sent CCDBH for services.

The agreement outlines each participant's responsibilities and procedures depending on the mental service needs of the incarcerated individual and the perceived safety risks that may be posed by them.

Prior Board Action

None.

Fiscal Impact/Funding Source

The CCDBH services are reimbursable by the Mental Health Block Grant from the State.

Action for the Clerk

Please obtain signatures and return to Jayro Pina at Behavioral Health.

ATTACHMENTS:

- Jail Behavioral Health MOU (DOCX)

County of Colusa
Memorandum of Understanding
December, 2021

Between Colusa County Department of Behavioral Health, the Colusa County Sheriff Department and Wellpath

This memorandum of understanding is entered into in the interest of public safety and for providing quality behavioral health care. The three agencies listed above agree to work together cooperatively to determine and provide appropriate levels of care and treatment for all inmates experiencing symptoms of mental illness or substance use addiction who are incarcerated in the County Jail.

Colusa County Sheriff's Office

1. Provide prompt and safe access of CCDBH Staff during business hours to inmates requiring immediate psychiatric services.
2. Notify CCDBH Staff of times of inaccessibility to inmates
3. Provide CCDBH staff access to medical examination rooms and contact areas, which will protect confidentiality of inmates requiring psychiatric services. This is vital during the hours of 7:30 to 11:30 AM on Thursdays for the Telehealth Psychiatry Program.
4. Promptly inform CCDBH of any concerns regarding significant changes in inmates' mental conditions or circumstances that may impact inmates' mental condition.
5. Upon CCDBH request, provide stand by security during mental health assessments for those inmates with violent or unpredictable behaviors, and if non-violent and appropriate for mental health assessment or treatment, support CCDBH Staff to see the inmate alone within the jail setting.
6. Ensure that inmates being referred have signed a consent to treat form. Unless the jail staff deem an inmate to be in crisis, and the jail staff have signed the consent document stating that the inmate has refused to sign, no inmate can be seen by CCDBH without the consent form completed. Jail Staff will also provide the booking sheet two days in advance of the appointment with the doctor so that the chart can be opened in the Electronic Health Record that supports the BH Agency.
7. Prior to an inmate seeing the psychiatrist, the jail staff shall refer the inmate to CCDBH Staff so that the release of information can be offered and signed. No information can be provided from the psychiatrist without a release of information signed by either the inmate or the Court or by Jail Staff.
8. When an inmate has been evaluated for a 5150 detention and meets the criteria, and the inmate is not released from County jail, and the inmate will continue to be in custody during the hospitalization, the Sheriff's Office will prepare an order from the Court per section 4011.6 of the Welfare and Institutions code. If the need is immediate, prior to obtaining a 4011.6, the Jail staff may make the determination to hospitalize immediately

Attachment: Jail Behavioral Health MOU [Revision 1] (7029 : Behavioral Health and Jail MOU)

following the WIC statue 4011.5. The Court order will be obtained later. (See attachment "A" to this document)

9. When an inmate is still in custody, and the inmate requires inpatient hospitalization, the transportation to the facility and back to jail will be the responsibility of the Sheriff Department. This will include transporting the detained inmate to Colusa Medical Center for the required medical clearance. If the hospital requires guard service for the inmate during the hospitalization, this too shall be the responsibility of the Sheriff Department.

Wellpath

1. Wellpath Staff will assess inmates who are medically cleared and physically placed into custody that may have behavioral health needs and refer those inmates to CCDBH for evaluation and treatment as required.
2. Refer to CCDBH for voluntary outpatient services as needed to inmates physically booked into custody.
3. Refer to CCDBH any inmate that may require an evaluation for 5150 and /or consultation for outpatient services.
4. Provide necessary medical information to facilitate a smooth transfer to the inpatient facility if that level of care is required.
5. Wellpath shall oversee the delivery of medication by trained correctional staff.
6. Wellpath will act as the custodian of medical records in compliance with all State and Federal Standards.
7. Wellpath will ensure that the scripts that are generated by the BH Doctor that are sent directly to the pharmacy are dispensed to inmates as indicated by the prescription order from the physician.
8. Wellpath will ensure that any lab orders that are faxed to the Jail by the BH doctor are scheduled for the inmate and the results are available to the psychiatrist upon the next session with the inmate.

Colusa County Department of Behavioral Health

Colusa County Department of Behavioral Health provides behavioral health treatment, both voluntary and involuntary, to Colusa County residents who meet the criteria for service, including those inmates that are booked into custody into the adult correctional facility of Colusa County.

CCDBH will by mutual agreement:

1. Provide voluntary outpatient medication, and counseling to inmates housed in the adult correctional facility of Colusa County. CCDBH will only see inmates for voluntary counseling or medication services that have signed a consent to treat form. All formal treatment services will be recorded in the Electronic Health Record of the CCBH Department.

Attachment: Jail Behavioral Health MOU [Revision 1] (7029 : Behavioral Health and Jail MOU)

2. CCDBH will provide telehealth psychiatry time at four hours weekly on each Thursday morning, or another day as arranged ahead of time if the doctor is not available on a Thursday. All intake referrals will require one full hour, and follow up appointments will be one half of an hour.
3. CCDBH can provide crisis counseling to inmates referred by jail staff. If the inmate is unwilling to sign a consent to treat, the jail staff can document the refusal of the inmate to sign, and then sign the document themselves that an effort was made to secure the consent from the inmate.
4. For inmates not in crisis who refuse to sign the consent to treat, staff from CCDBH can still speak with the inmate and offer information and referral services.
5. Arrange inpatient treatment to those inmates that require treatment after the medical clearance has been secured. When an inmate is referred by the Jail Staff, for a 5150 evaluation, CCDBH will evaluate the inmate to determine if admission into an inpatient treatment facility is required and secure said hospitalization. Although CCDBH can generate the 5150 detention, the responsibility to secure the 4011.6 court order shall be the responsibility of the Jail Staff. Jail staff may opt to delay the 4011.6 Court Oder via the 4011.5 statute.
6. All efforts will be made to broker a bed in an inpatient facility, and these efforts will be documented in writing by CCDBH Staff.
7. It shall be understood that due to the scarcity of inpatient beds, and due to the status of the inmate potentially still being in custody, the placement into a facility will be quite challenging. If the inmate is released from jail, and custody discontinued, the circumstances become facilitated to find an empty bed.
8. When a bed is not readily secured, the Wellpath and the CCDBH Staff shall work together to create a treatment plan as a substitute for inpatient care. This may involve using a crisis appointment from the doctor to determine if there is a medication treatment that might be an appropriate intervention.
9. When a medical clearance is required, the Jail Staff will accompany the inmate to CMC Emergency Department. Depending upon the offense of the inmate, and the security needed to ensure the inmate remains in custody and the community is safe, CCDBH shall attempt to relieve the Jail Staff person when it is feasible while the bed is being brokered.
10. Provide to jail staff the discharge summaries from the inpatient hospitalization from an inmate when the inmate is returned to the jail setting providing the release of information is signed by either the inmate the Jail Staff or the Court Order is in place.
11. Transportation to and from the hospital will be on a case by case basis depending upon the security needs of the situation.
12. CCDBH will Comply with all Title 15 California Code of Regulations as outlined by the Jail Medical Team.
13. CCDBH Staff will comply with all security regulations applicable to Sheriff Office Personnel.

Problem Resolution Committee

Medical decisions are the responsibility of the appropriate medical provider. Security decisions are the responsibility of the Sheriff Department. Housing issues, which affect medical/mental health matters, will be discussed between the jail commander or his/her designee and the appropriate medical or mental health program manager or his/her designee. Issues that arise may also be resolved at the quarterly meeting of the Quality Assurance Committee that meets at the correctional facility campus.

Other Provisions

This agreement shall be in effect beginning the date that this MOU is fully executed. All parties have the right to terminate with a written 45 day notice. This agreement may be amended by mutual written consent of all parties.

For fiscal year 21/22, CCDBH is able to provide the above services without compensation. This may have to be negotiated each fiscal year.

Signatures to this Memorandum of Understanding:

Date: _____ _____
Joe Garofalo, Colusa County Sheriff

Date: _____ _____
Noel J. O'Neill, LMFT, Interim Director
Colusa County Behavioral Health

Date: _____ _____
David R. Garzoli, Regional Director of Operations
Northern California - Wellpath

Date: _____ _____
Wendy G. Tyler, Colusa County Administrative Officer

Approved as to form:

Date: _____ _____
Richard Stout, Colusa County Counsel

Attachment: Jail Behavioral Health MOU [Revision 1] (7029 : Behavioral Health and Jail MOU)

Attachment "A" to Jail / BH MOU

4011.5

(a) If a sheriff or jailer determines that a prisoner in a county jail or a city jail under his or her charge is in need of immediate medical or hospital care, and that the health and welfare of the prisoner will be injuriously affected unless the prisoner is forthwith removed to a hospital, the sheriff or jailer may authorize the immediate removal of the prisoner under guard to a hospital, without first obtaining a court order as provided in Section 4011. If the condition of the prisoner prevents his or her return to the jail within 48 hours from the time of his or her removal, the sheriff or jailer shall apply to a judge of the superior court for an order authorizing the continued absence of the prisoner from the jail in the manner provided in Section 4011. The provisions of Section 4011 governing the cost of medical and hospital care of prisoners and the liability for those costs shall apply to the cost of, and the liability for, medical or hospital care of prisoners removed from jail pursuant to this section.
(b) For purposes of this section, "immediate medical or hospital care" includes, but is not limited to, critical specialty medical procedures or treatment, such as dialysis, which cannot be furnished, performed, or supplied at a county jail or city jail.
(Amended by Stats. 2016, Ch. 65, Sec. 1. (AB 1703) Effective January 1, 2017.)

4011.6.

(a) If it appears to the person in charge of a county jail, city jail, or juvenile detention facility, or to any judge of a court in the county in which the jail or juvenile detention facility is located, that a person in custody in that jail or juvenile detention facility may have a mental health disorder, that person or judge may cause the prisoner to be taken to a facility for 72-hour treatment and evaluation pursuant to Section 5150 of the Welfare and Institutions Code and shall inform the facility in writing, which shall be confidential, of the reasons that the person is being taken to the facility. The local mental health director or the director's designee may examine the prisoner prior to transfer to a facility for treatment and evaluation. Upon transfer to a facility, Article 1 (commencing with Section 5150), Article 4 (commencing with Section 5250), Article 4.5 (commencing with Section 5260), Article 5 (commencing with Section 5275), Article 6 (commencing with Section 5300), and Article 7 (commencing with Section 5325) of Chapter 2 and Chapter 3 (commencing with Section 5350) of Part 1 of Division 5 of the Welfare and Institutions Code apply to the prisoner.
(b) If the court causes the prisoner to be transferred to a 72-hour facility, the court shall immediately notify the local mental health director or the director's designee, the prosecuting attorney, and counsel for the prisoner in the criminal or juvenile proceedings about that transfer. Where the person in charge of the jail or juvenile detention facility causes the transfer of the prisoner to a 72-hour facility, the person shall immediately notify the local mental health director or the director's designee and each court within the county where the prisoner has a pending proceeding about the transfer. Upon notification by the person in charge of the jail

Attachment: Jail Behavioral Health MOU [Revision 1] (7029 : Behavioral Health and Jail MOU)

or juvenile detention facility, the court shall immediately notify counsel for the prisoner and the prosecuting attorney in the criminal or juvenile proceedings about that transfer.
(c) If a prisoner is detained in, or remanded to, a facility pursuant to the articles of the Welfare and Institutions Code listed in subdivision (a), the facility shall transmit a report, which shall be confidential, to the person in charge of the jail or juvenile detention facility or judge of the court who caused the prisoner to be taken to the facility and to the local mental health director or the director's designee, concerning the condition of the prisoner. A new report shall be transmitted at the end of each period of confinement provided for in those articles, upon conversion to voluntary status, and upon filing of temporary letters of conservatorship.
(d) A prisoner who has been transferred to an inpatient facility pursuant to this section may convert to voluntary inpatient status without obtaining the consent of the court, the person in charge of the jail or juvenile detention facility, or the local mental health director. At the beginning of that conversion to voluntary status, the person in charge of the facility shall transmit a report to the person in charge of the jail or juvenile detention facility or judge of the court who caused the prisoner to be taken to the facility, counsel for the prisoner, prosecuting attorney, and local mental health director or the director's designee.
(e) If the prisoner is detained in, or remanded to, a facility pursuant to the articles of the Welfare and Institutions Code listed in subdivision (a), the time passed in the facility shall count as part of the prisoner's sentence. When the prisoner is detained in, or remanded to, the facility, the person in charge of the jail or juvenile detention facility shall advise the professional person in charge of the facility of the expiration date of the prisoner's sentence. If the prisoner is to be released from the facility before the expiration date, the professional person in charge shall notify the local mental health director or the director's designee, counsel for the prisoner, the prosecuting attorney, and the person in charge of the jail or juvenile detention facility, who shall send for, take, and receive the prisoner back into the jail or juvenile detention facility.
(f) A defendant, either charged with or convicted of a criminal offense, or a minor alleged to be within the jurisdiction of the juvenile court, may be concurrently subject to the Lanterman-Petris-Short Act (Part 1 (commencing with Section 5000) of Division 5 of the Welfare and Institutions Code).
(g) If a prisoner is detained in a facility pursuant to the articles of the Welfare and Institutions Code listed in subdivision (a), and if the person in charge of the facility determines that arraignment or trial would be detrimental to the well-being of the prisoner, the time spent in the facility shall not be computed in any statutory time requirements for arraignment or trial in any pending criminal or juvenile proceedings. This section shall not affect any statutory time requirements for arraignment or trial in any pending criminal or juvenile proceedings.
(h) For purposes of this section, the term "juvenile detention facility" includes any state, county, or private home or institution in which wards or dependent children of the juvenile court or persons awaiting a hearing before the juvenile court are detained.
(Amended by Stats. 2019, Ch. 9, Sec. 14. (AB 46) Effective January 1, 2020.)

Attachment: Jail Behavioral Health MOU [Revision 1] (7029 : Behavioral Health and Jail MOU)

COUNTY OF COLUSA, CA **2.7**

Request For County Board of Supervisors Action

MEETING DATE:	**December 14, 2021**
DEPARTMENT:	**Community Development**
FROM:	**Greg Plucker**
SUBJECT:	**Approval of a Certificate of Acceptance for an Avigation and Noise Easement Over Portions of the Colusa Industrial Park Residential Development**

Approve the Certificate of Acceptance for a Avigation and Noise Easement, as amended, to the County over the residential lots in Phase 2 and later Phases in the Colusa Industrial Properties' residential development (Sunrise Landing).

Detailed Description/Background of request

In 2008, the Board of Supervisors approved a series of entitlements which provided for the construction of a residential development and golf course expansion for Colusa Industrial Properties. The EIR prepared for the project identified a series of potentially significant environmental impacts including noise impacts, safety concerns, and incompatible land uses resulting from aircraft operations from the County airport. The EIR included a series of mitigation measures (LU-4b, N-4b, and HHM-3) that specifically required that an avigation easement be dedicated to the County to inform all future property owners of the potential impacts from the County airport operations (Attachment #1).

When the project area was annexed into the City of Colusa, the implementation of the mitigation measures became the City of Colusa's responsibility. Mitigation Measures LU-4b, N-4b, and HHM-3 require that the avigation easement be granted prior to subdivision map approval. However, the City did not require compliance with these mitigation measures.

In February of 2021, the Board approved the acceptance of the avigation and noise easement for the Phase 1 lots, although by the time the developer returned the signed easement in June of 2021 12 lots had to be excluded because the developer no longer owned those lots. With the residential development entering into the second phase, Colusa Industrial Properties representatives are now processing the avigation and noise easement for the lots in Phase 2 and later phases.

The State Government Code requires that the Colusa County Board of Supervisors approve a Certificate of Acceptance in order to accept a grant of an easement. The attached Certificate of Acceptance would accept the attached avigation and noise easement. As described in this document, the easement is for noise and other negative impacts resulting from aircraft flying to and from, and other operations at the Colusa County Airport. The easement also provides for a free right-of-way and unrestricted passage of aircraft through, across and about the airspace beginning at a point one hundred (100) feet above the CIP residential development and specifically permits discomfort, inconvenience, and interference with use and enjoyment of the residences resulting from Airport Operations.

The intent of the easement is to ensure that all future buyers of the residential homes are aware that operations of the airport may impact the enjoyment of their homes. While it is written very broadly, County staff believes that this is appropriate to help the future buyers make an informed decision of buying a home near the County's airport and avoid future complaints.

Please note that the proposed avigation and noise easement was recorded prior to the Board accepting the proposed easement. In addition, the map included in Exhibit "A" of the recorded legal description map did not include the aviation lots that were referenced in the written legal description. Attached to this report is a new Exhibit "A" which includes an amended map. Contingent upon Board accepting this easement, the easement would be re-recorded with the amended Exhibit "A" map.

Prior Board Action

On May 27, 2008 the Board of Supervisors approved the Mitigation and Monitoring Reporting Programs for Colusa Industrial Properties' General Plan and Zoning Amendments providing for a residential development and golf course expansion.

On February 2, 2021 the Board accepted the aviation and noise easement over the Phase 1 lots.

Fiscal Impact/Funding Source

None anticipated.

Action for the Clerk

Obtain the Chair's signature on the Certificate of Acceptance, forward the signed copy to Ed Hulbert, CEO CIP, 50 Sunrise Blvd., Colusa, CA 95932, and

deliver an electronic copy of the Certificate of Acceptance to the Community Development Director.

ATTACHMENTS:

- Blue Heron Ridge (CIP Residential) Avigation Easement (PDF)
- Exhibit "A" Amended Legal Description (PDF)
- Blue Heron Ridge (CIP Residential) Certificate of Acceptance (DOC)
- Attachment #1 Excerpts from the Mitigation and Monitoring Report Plan (PDF)

2021-0004604

Recorded
Official Records
County of
Colusa
Rose Gallo-Vasquez
Clerk-Recorder

11:19AM 15-Nov-2021

REC FEE 0.00
CONFORMED COPY 1.00

10
Page 1 of 9

RECORDING REQUESTED BY:
County of Colusa

WHEN RECORDED MAIL TO:
Colusa County Airport
1215 Market St, Suite F
Colusa, CA 95932-3246

NO FEE DOCUMENT
Per Govt. Code 6103
and 27383

GRANT OF AVIGATION AND NOISE EASEMENT

The Grant of Easement is made on Nov. 15, 2021 Blue Heron Ridge Inc, a California Corporation (herein collectively referred to as "Grantor") and the County of Colusa, a Political Subdivision of the State of California, acting by and through its Board of Supervisors with reference to the following facts:

A. Grantor owns real property in Colusa County, California ("Grantor's Property"). The legal description for Grantor's Property includes the air space above it.

B. The County of Colusa owns and operates Colusa County Airport in Colusa County, California (the "Airport"). The description for the Airport is attached as Exhibit "B".

C. The Airport is a General Aviation airport for the region and also has some other Aviation and related activity, including but not limited to crop duster aircraft which can increase noise levels. The heavy crop duster use of the airport is April and May during planting season. Grantor and Grantee recognize and agree that the Airport will grow and traffic will increase over time.

D. The Airport is a portion of real property that is presently in the process of being annexed into the City of Colusa. Upon completion of the annexation the rights and privilege granted herein to the County of Colusa will then also vest in the City of Colusa. The County of Colusa has requested, and in consideration for the land use approval, Grantor has agreed to give the County of Colusa the Easement described below.

NOW, THEREFORE, the parties agree as follows:

Section 1. Grant of Easement

A. For valuable consideration, Grantor grants to the County of Colusa a perpetual, nonexclusive, assignable avigation and noise easement in and over Grantor's

Attachment: Blue Heron Ridge (CIP Residential) Avigation Easement (8046 : Acceptance of Grant of Avigation and Noise Easement)

Property for noise and other negative impacts resulting from aircraft flying to and from, and other operations at the Airport ("Airport Operations") and a right-of-way for the free and unrestricted passage of aircraft of any and all kinds now or hereafter known in, through, across and about the airspace beginning at a point one hundred (100) feet above the surface of said Grantor's Property. This Easement specifically permits the imposition of light, smoke, air currents, electronic or other emissions, vibrations, discomfort, inconvenience, and interference with use and enjoyment resulting from Airport Operations producing noise. This Easement is fully effective as of the date set forth above.

B. Such easement and right-of-way includes but is not limited to:

1. The easement and right-of-way is for the use and benefit of the public and includes the continuing right to fly, or cause or permit the flight by any and all persons, of aircraft, of any and all kinds now or hereafter known in, through, across or about any portion of the airspace one hundred (100) feet above Grantor's Property; and

2. The right to cause or create, permit or allow to be caused or created within all space above the existing surface of said Grantor's Property and any and all airspace laterally adjacent to said Grantor's Property, such noise, vibration, current and other effects of air, illumination and fuel consumption as may be inherent in, or may arise or occur from or during the operation of aircraft of any and all kinds, now or hereafter known or used, for navigation of or flight in air and

3. A continuing right to clear, and keep clear, the Airspace (hereinafter "Airspace"), defined as starting one hundred(100) feet above Grantor's Property and extending upwards thereafter as necessary for air transportation or air operation purposes of any portions of building, structures, or improvements of any and all kinds, and of trees or other objects, including the right to remove or demolish those portions of such building, structures, improvements, trees or other things which extend into or above the Airspace and the right to cut those portions, of any trees which extended into or above the Airspace.

4. The right to mark and light, or cause or require to be marked or lighted, as obstructions to air navigation, any and all buildings, structures or other improvements, and trees or other objects, which extend into or above the Airspace; and

5. The right to ingress to, passage within, and egress from the hereinabove described Grantor's Property for the purposes described in subparagraphs "3" and "4" above.

Attachment: Blue Heron Ridge (CIP Residential) Avigation Easement (8046 : Acceptance of Grant of Avigation and Noise Easement)

C. Grantor, on behalf of itself, its successors and assigns, hereby covenants with the County of Colusa and for the direct benefit of the real property constituting Colusa County Airport described in Exhibit "B" as follows:

1. That Grantor. Its successors and assigns will not construct, install, permit or allow any building, structure, improvement, tree, or other object on the Grantor's Property described herein, to extend into or above the Airspace, or to constitute an obstruction to air navigation, or to obstruct or interfere with the use of the easement and right-of-way herein granted, it being acknowledged and understood that residential solar energy systems shall not constitute an obstruction to air navigation and

2. That Grantor, its successors and assigns, will not hereafter use or permit the use of said Grantor's Property in such a manner as to increase electrical, electronic or other airwave interference with radio, radar or other communications, operation between a Federal Aviation Administration control tower upon the Colusa County Airport and any aircraft.

D. The easements and right-of-way granted herein shall be deemed both appurtenant to and for the direct benefit of that real property which constitutes the Colusa County Airport as described in Exhibit "B", and shall further be deemed in gross, being conveyed to the Grantee for the benefit of the Grantee and any and all members of the general public who may use said easement or right-of-way or derive benefit from the taking off from, landing upon or operating such aircraft in or about the said Colusa County Airport, or in otherwise flying through said Airspace over Grantor's Property.

E. This grant of easement shall not operate to deprive the Grantor, its successors or assigns, of any rights, which it may from time to time have against any air carrier or private operator for negligent or unlawful operation of aircraft.

F. These covenants and agreement run with the land and are binding upon the heirs, administrators, executors, successors and assigns of the Grantor, and for the purpose of this instrument, the Grantor's Property as described in Exhibit "A" is the servient tenement and said Colusa County Airport is the dominant tenement.

Section 2. **Release**

Grantor releases the County of Colusa and Airport operators and aircraft operators using the Airport from any claims, losses, liabilities or expenses (collectively, "Losses") arising from negative impacts resulting from Airport Operations prior to the date of this Easement. This Release covers all past, present and future Losses, whether known or unknown. This Release includes damages for physical

Attachment: Blue Heron Ridge (CIP Residential) Avigation Easement (8046 : Acceptance of Grant of Avigation and Noise Easement)

or emotional injuries, nuisance or any taking of Grantor's Property. Grantor specifically waives application of California Civil Code, Section 1542, which provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

Grantor shall not sue for damages in connection with Losses released by this Easement, nor seek to enjoin the impositions permitted by this Easement. The County of Colusa will not have to set aside buffer lands, re-route air traffic, erect sound or other barriers, establish curfews, relocate Airport Operations or take other measures to eliminate or lessen the impositions permitted by this Easement.

Section 3. **Continuous Benefits and Burdens**

This Easement burdens the Grantors' Property for the benefit of the Airport. It runs with the land under California Civil Code Section 1468. The benefits and burdens created by this instrument apply to and bind the parties' successors, heirs and assigns.

Grantor agrees that in any marketing material regarding transfers, in whole or in part, of the Grantor's Property, this easement and the terms thereof, shall be disclosed. In addition, Grantor agrees that it will inform all interested parties including, but not limited to, those holding liens or encumbrances on all or a portion of the Property, about this Easement and shall provide a copy of this Easement if they so request.

Section 4. **Recordation**

The County of Colusa shall record this document in the Official Records of Colusa County.

GRANTOR:
Blue Heron Ridge Inc, a California Corporation

Dated: 11/15/21

By: Edwin J. Hulbert

Edwin J. Hulbert

Attachment: Blue Heron Ridge (CIP Residential) Avigation Easement (8046 : Acceptance of Grant of Avigation and Noise Easement)

EXHIBIT "A"

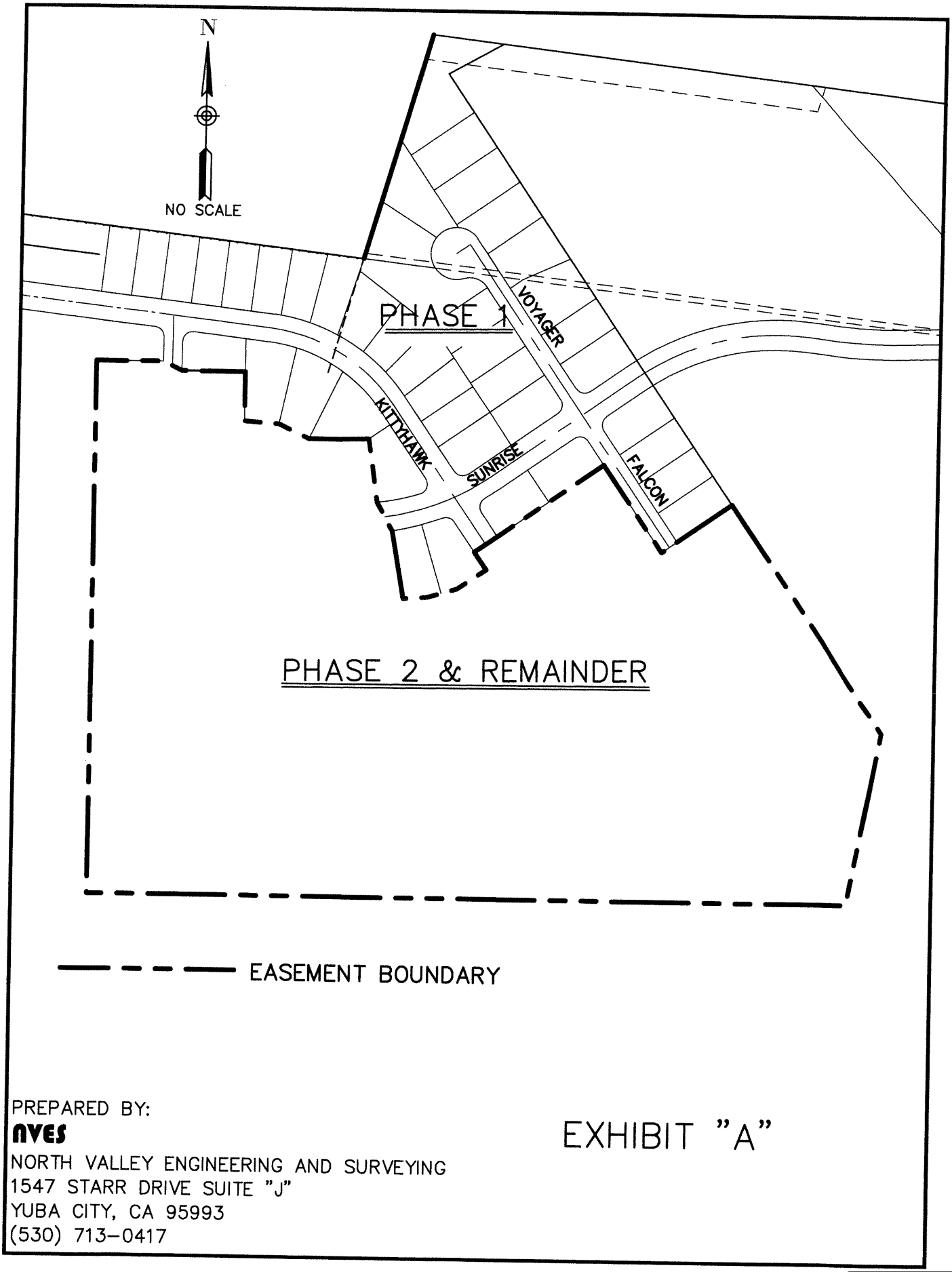
ALL THAT REAL PROPERTY SITUATED IN THE COUNTY OF COLUSA STATE OF CALIFORNIA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1, PARCEL 2 AND PARCEL 3 AS SHOWN ON PARCEL MAP NUMBER 01-16 FILED ON DECEMBER 21, 2016 IN BOOK 7 OF PARCEL MAPS, AT PAGE 82, OFFICIAL RECORDS OF COLUSA COUNTY.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PROPERTY:

LOTS 1, 50, 51, 65 THROUGH 98, INCLUSIVE, 104 THROUGH 107, INCLUSIVE, 111 AND 112 OF SUNRISE LANDING PHASE I, ACCORDING TO THE OFFICIAL MAP THEREOF, FILED FOR RECORD ON NOVEMBER 27, 2019 IN BOOK 2 OF SUBDIVISION MAPS, AT PAGE 37, COLUSA COUNTY RECORDS.

Attachment: Blue Heron Ridge (CIP Residential) Avigation Easement (8046 : Acceptance of Grant of Avigation and Noise Easement)



PREPARED BY:
NVES
NORTH VALLEY ENGINEERING AND SURVEYING
1547 STARR DRIVE SUITE "J"
YUBA CITY, CA 95993
(530) 713-0417

EXHIBIT "A"

Attachment: Blue Heron Ridge (CIP Residential) Avigation Easement (8046 : Acceptance of Grant of Avigation and Noise Easement)

EXHIBIT "B"
COUNTY AIRPORT PROPERTY

PARCEL 1

BEGINNING at a point on the southerly line of the "Belden" tract, from which point a one and one half inch diameter iron pipe marking the east one-quarter corner of Section 6, T. 15 N., R. 1 W., M.D.B. & M., bears S 63° 01' 20" W 2447.96 feet, and running thence from said point of beginning S 73° 35' 30" E., on and along the southerly line of the "Belden" tract, 1373.49 feet, more or less, to a point on the center line of State Highway No. 20; thence southeasterly, on and along the center line of said State Highway, the following four courses and distances; (1) S 23° 25' 50" E 845.55 feet; (2) S 23° 35' 40" E 1200.40 feet; (3) S 23° 54' 50" E 668.27 feet, and (4) S 36° 14' 40" E 1212.55 feet; thence S 53° 45' 20" W 351.04 feet, more or less, to a point on the northerly right of way line of the Southern Pacific Company; thence northwesterly, on and along the northerly right of way line of the Southern Pacific Company, the following three courses and distances; (1) on and along a curve with a radius of 11,641.50 feet, a distance of 643.69 feet, the chord of said curve bears N 50° 34' 00" W 643.60 feet; (2) S 37° 51' 00" W., on and along a radial line of said curve, 75.00 feet, and (3) on and along a curve with a radius of 11,566.50 feet a distance of 475.41 feet the chord of said curve bears N 53° 19' 40" W 475.39 feet, and thence N 29° 11' 40" W 3925.25 feet, more or less to the point of beginning, being a portion of the Jimeno Rancho in T. 15 N., R. 1 W., M.D.B. & M., and containing 78.00 acres, more or less.

EXCEPTING therefrom rights of way for ingress and egress over the following described parcels of land, to-wit:

PARCEL NO. 1:
Beginning at a point on the southerly line of the "Belden" tract, from which point a one and one-half inch diameter iron pipe marking the east one-quarter corner of Section 6, T. 15 N., R. 1 W., M.D.B. & M., bears S 63° 01' 20" W 2447.96 feet, and running thence from said point of beginning S 73° 35' 30" E 83.96 feet; thence S 60° 48' 20" W 58.75 feet, and thence N 29° 11' 40" E 60.00 feet, more or less, to the point of beginning.

PARCEL No. 2:
Beginning at a point on the northerly right of way line of the Southern Pacific Company, from which point a one and one-half inch diameter iron pipe marking the North one-quarter corner of Section 8, T. 15 N., R. 1 W., M.D. B. & M., bears S 76° 10' 40" W 1475.06 feet, and running thence from said point of beginning N 29° 11' 40" W 138.73 feet; thence on and along a curve having a radius of 11,626.50 feet, a distance of 543.32 feet, the chord of said curve bears S 53° 47' 10" E 543.26 feet; thence N 37° 51' 00" E 75.00 feet; thence on and along a curve having a radius of 11,701.50 feet, a distance of 720.59 feet, the chord of said curve bears S 30° 40' 40" E 720.44 feet; thence S 53° 45' 10" W 61.50 feet, more less, to a point on the northerly right of way line of the Southern Pacific Company; thence Northwesterly, on and along said northerly right of way line the following three courses and distances: (1) on and along a curve having a radius of 11,641.50 feet, a distance of 643.69 feet, the chord of said curve bears N 50° 34' 00" W 643.60 feet; (2) S 37° 51' 00" W., on and along a radial line of said curve, 75.00 feet, and (3) on and along a curve having a radius of 11,566.50 feet, a distance of 475.41 feet, the chord of said curve bears N 53° 19' 40" W 475.39 feet, more or less, to the point of beginning.

Attachment: Blue Heron Ridge (CIP Residential) Avigation Easement (8046 : Acceptance of Grant of Avigation and Noise Easement)

EXHIBIT "B"
COUNTY AIRPORT PROPERTY

PARCEL 2

BEGINNING at a point on the Southerly line of the Belden Tract, from which point a one and one-half inch diameter pipe marking the East one-quarter corner of Section 6, Township 15 North, Range 1 West, Mount Diablo Base and Meridian, bears South 63° 01' 20" West 2,447.96 feet; thence from said point of beginning North 60° 48' 20" East a distance of 474.52 feet to a point: thence South 29° 21' 56" East 486.10 feet to a point on said Southerly line of the Belden Tract: thence on and along said Southerly line North 73° 35' 30" West a distance of 680.31 feet to the point of beginning and containing 2.64 acres, more or less.

EXCEPTING THEREFROM a non-exclusive right of way for ingress and egress over the Northerly sixty (60) feet of the aforesaid tract.

EXCEPTING THEREFROM an undivided one-half interest in all oil, gas and other hydrocarbons, etc., as reserved in deed of Colusa County Title Company, a corporation, to Roger C. Chandler and W. K. Till, dated December 29, 1959 and recorded December 31, 1959, in Book 274, Official Records, at page 376.

ALSO EXCEPTING THEREFROM an undivided one-fourth interest in all oil, gas, other hydrocarbons, etc., as reserved in deed of Roger C. Chandler and Lois K. Chandler, his wife, and W. K. Till and Helen B. Till, his wife, to Roger C. Wilbur and L. A. Otterson, dated December 20, 1960 and recorded January 20, 1961 in Book 288, Official Records, page 407.

ALSO EXCEPTING THEREFROM all of the remaining interest in all oil, gas and other hydrocarbons and minerals, as reserved in deed from Roger C. Wilbur, et al, to R. S. Gimblin dated February 11, 1966, and recorded March 3, 1966, in Book 337, Official Records, at page 172.

Attachment: Blue Heron Ridge (CIP Residential) Avigation Easement (8046 : Acceptance of Grant of Avigation and Noise Easement)

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA)
)ss
COUNTY OF COLUSA)

On Nov. 15, 2021, before me, Dana Wilson Ash, notary public, personally appeared Edwin J. Hulbert, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Dana Wilson Ash
Notary Public

DANA WILSON ASH
Notary Public - California
Colusa County
Commission # 2253900
My Comm. Expires Sep 9, 2022

Attachment: Blue Heron Ridge (CIP Residential) Avigation Easement (8046 : Acceptance of Grant of Avigation and Noise Easement)

EXHIBIT “A”

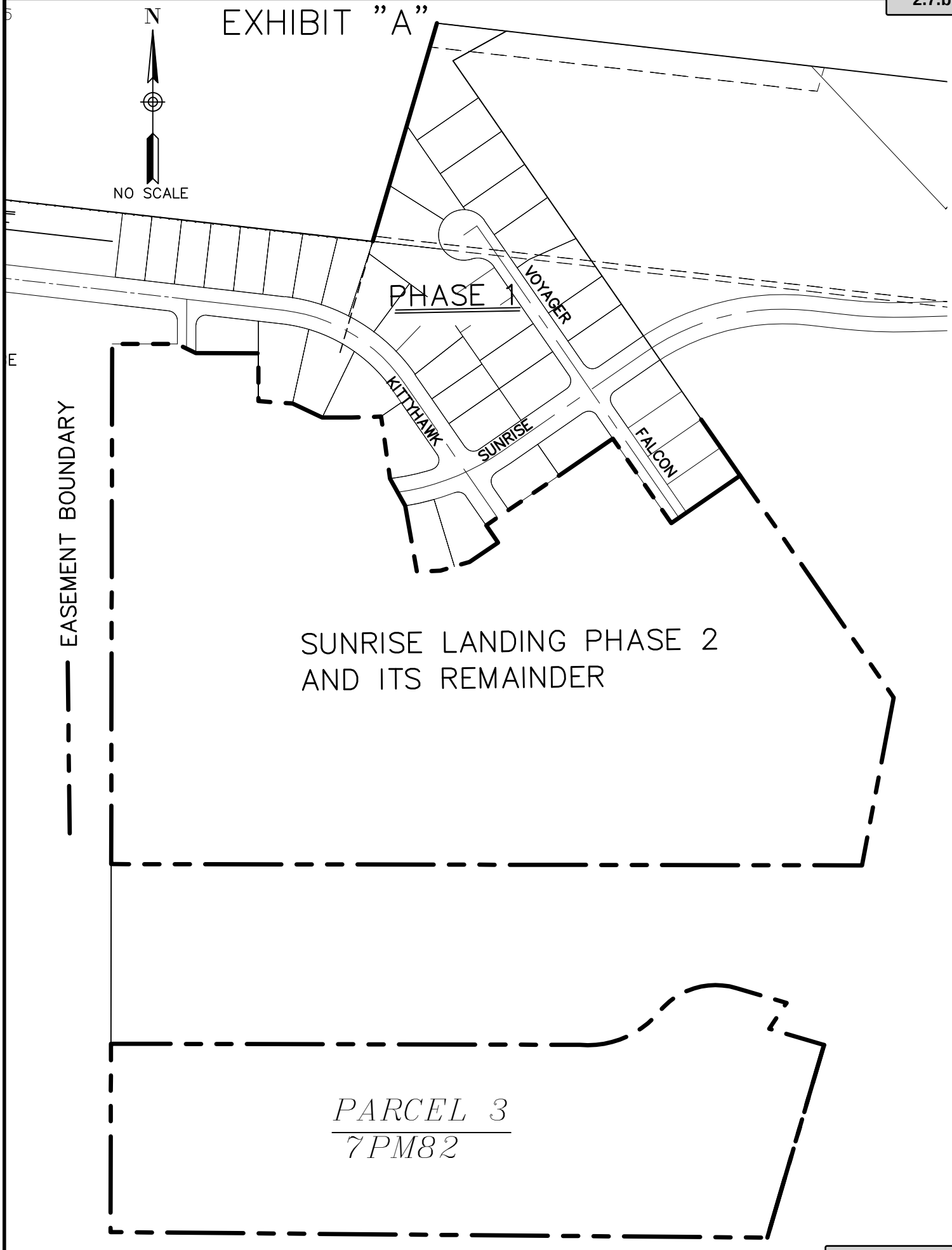
ALL THAT REAL PROPERTY SITUATED IN THE COUNTY OF COLUSA STATE OF CALIFORNIA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1, PARCEL 2 AND PARCEL 3 AS SHOWN ON PARCEL MAP NUMBER 01-16 FILED ON DECEMBER 21, 2016 IN BOOK 7 OF PARCEL MAPS, AT PAGE 82, OFFICIAL RECORDS OF COLUSA COUNTY.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PROPERTY:

LOTS 1, 50, 51, 65 THROUGH 98, INCLUSIVE, 104 THROUGH 107, INCLUSIVE, 111 AND 112 OF SUNRISE LANDING PHASE I, ACCORDING TO THE OFFICIAL MAP THEREOF, FILED FOR RECORD ON NOVEMBER 27, 2019 IN BOOK 2 OF SUBDIVISION MAPS, AT PAGE 37, COLUSA COUNTY RECORDS.

Attachment: Exhibit "A" Amended Legal Description (8046 : Acceptance of Grant of Avigation and Noise Easement)



Attachment: Exhibit "A" Amended Legal Description (8046 : Acceptance of Grant of Avigation and Noise Easement)

RECORDED AT THE REQUEST OF AND WHEN RECORDED RETURN TO:

County of Colusa
547 Market Street, Suite 102
Colusa, CA 95932

Transfer Tax Not Applicable: R&T Code 11922
Exempt from Recording Fees: Gov. Code 27383

APN:

Space above for Recorder's use only

CERTIFICATE OF ACCEPTANCE

GRANT DEED

Pursuant to California Government Code Section 27281, this is to certify that the interest in real property conveyed by the Grant of Avigation and Noise Easement dated November 15, 2021 from Blue Heron Ridge Inc., a California Corporation to the County of Colusa, a political subdivision of the State of California, is hereby accepted by action of the Colusa County Board of Supervisors on December 14, 2021 and the grantee consents to recordation thereof by its duly authorized officer.

COUNTY OF COLUSA

Dated: _____

_____
Gary J. Evans
Board Chairperson

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

_____
Patricia Rodriguez, Deputy Clerk

Attachment: Blue Heron Ridge (CIP Residential) Certificate of Acceptance [Revision 1] (8046 : Acceptance of Grant of Avigation and Noise

Attachment #1
Excerpt from MMRP

Colusa Industrial Properties Mitigation Monitoring and Reporting Program

Impacts	Mitigation Measures	Timing of implementation	Responsibility for Implementation	Responsibility for Monitoring and Verification
LU-4 The project would not be consistent with the Colusa County Airport Comprehensive Land Use Plan with regard to noise standards, safety concerns, and incompatible land uses within the overflight zone.	*Mitigation Measure LU-4a: Design homes and businesses to reduce interior aircraft-related noise levels by up to 30 dB.* For structures significantly affected by aircraft noise, the County will require the applicant to obtain an acoustical professional to conduct an acoustical investigation and to recommend measures necessary to achieve acceptable interior noise levels consistent with CLUP and County standards. Measures to be employed may include, but are not limited to, construction of stucco walls for the exterior, attic vents that are acoustically baffled, buildings with adequate and appropriately designed mechanical ventilation systems, roof insulation, and acoustically-rated windows and doors. Specific designs for buildings will be submitted to Colusa County for approval prior to issuance of building permits to ensure compliance with noise standards.	Prior to issuance of building permits for affected homes and businesses	Applicant and Successors in Interest	County Planning and Building Department; Applicant
	Mitigation Measure LU-4b: Require applicant to grant avigation easements to County, as well as notify all prospective purchasers and users of property in the project area of inconveniences or discomforts that may accompany airport operations.	Prior to approval of subdivision maps As part of	Applicant Applicant and Successors in	County Planning and Building Department; Applicant

Attachment: Attachment #1 Excerpts from the Mitigation and Monitoring Report Plan (8046 : Acceptance

Attachment #1
Excerpt from MMRP

Colusa Industrial Properties Mitigation Monitoring and Reporting Program

Impacts	Mitigation Measures	Timing of implementation	Responsibility for Implementation	Responsibility for Monitoring and Verification
	Prior to the selling, purchasing, transferring, or leasing of real property, full disclosure of inconveniences or discomforts arising from airport operations would be made by the seller in accordance with AB 2776 because of the project's location within an airport influence area. Inconveniences or annoyances may include, but are not limited to, noise, health and safety concerns, and vibration. Full disclosure would be made to the buyer and in County documents (building permits, etc.). Seller and County Clerk would obtain and keep copies of the buyer-signed disclosure statement. Although this would not reduce impacts, the measure would inform prospective buyers or renters of the inconveniences and allow them to use the knowledge in their decision of buying or renting a home.	property sales	Interest	
	Mitigation Measure LU-4c: Locate permanent water features associated with the golf course outside of the approach-departure zone. The applicant will submit specific plans for the golf course to Colusa County for review and approval prior to issuance of grading permits. The plans will ensure that incompatible features are not located within the approach-departure zone.	Prior to issuance of grading permits for golf course	Applicant and Successors in Interest	County Planning and Building Department; Applicant

Attachment: Attachment #1 Excerpts from the Mitigation and Monitoring Report Plan (8046 : Acceptance

Attachment #1
Excerpt from MMRP

Colusa Industrial Properties Mitigation Monitoring and Reporting Program

Impacts	Mitigation Measures	Timing of implementation	Responsibility for Implementation	Responsibility for Monitoring and Verification
expose project residences and businesses to excessive noise levels.	For structures significantly affected by aircraft noise, the County will require the applicant to obtain an acoustical professional to conduct an acoustical investigation and to recommend measures necessary to achieve acceptable interior noise levels consistent with CLUP and County standards. Measures to be employed may include, but are not limited to, construction of stucco walls for the exterior, attic vents that are acoustically baffled, buildings with adequate and appropriately designed mechanical ventilation systems, roof insulation, and acoustically-rated windows and doors. Specific designs for buildings will be submitted to Colusa County for approval prior to issuance of building permits to ensure compliance with noise standards.	homes and businesses		
	Mitigation Measure N-4b: Require applicant to grant avigation easements to County, as well as notify all prospective purchasers and users of property in the project area of inconveniences or discomforts that may accompany airport operations. Prior to the selling, purchasing, transferring, or leasing of real property, full disclosure of inconveniences or discomforts arising from airport operations would be made by the seller in	Prior to approval of subdivision maps As part of property sales	Applicant Applicant and Successors in Interest	County Planning and Building Department; Applicant

Attachment: Attachment #1 Excerpts from the Mitigation and Monitoring Report Plan (8046 : Acceptance

Attachment #1
Excerpt from MMRP

Colusa Industrial Properties Mitigation Monitoring and Reporting Program

Impacts	Mitigation Measures	Timing of implementation	Responsibility for Implementation	Responsibility for Monitoring and Verification
	accordance with AB 2776 because of the project's location within an airport influence area. Inconveniences or annoyances may include, but are not limited to, noise, health and safety concerns, and vibration. Full disclosure would be made to the buyer and in County documents (building permits, etc.). Seller and County Clerk would obtain and keep copies of the buyer-signed disclosure statement. Although this would not reduce impacts, the measure would inform prospective buyers or renters of the inconveniences and allow them to use the knowledge in their decision of buying or renting a home.			
	Mitigation Measure N-4h: Reduce number of low density residential units exposed to aircraft noise and safety concerns. To reduce airport land use, noise, and safety conflicts, the County will require the applicant to implement a revised conceptual land use plan that reduces the number of low density residential units in the western portion of the project area to 84 units (versus the maximum of 140 units analyzed in the Draft EIR). This mitigation measure would also include an aircraft overflight corridor within the project area, rather than adjacent to the project	Prior to approval of subdivision maps	Applicant	County Planning and Building Department

Attachment: Attachment #1 Excerpts from the Mitigation and Monitoring Report Plan (8046 : Acceptance

Attachment #1
Excerpt from MMRP

Colusa Industrial Properties Mitigation Monitoring and Reporting Program

Impacts	Mitigation Measures	Timing of implementation	Responsibility for Implementation	Responsibility for Monitoring and Verification
erosion.	Stormwater General Permit process prior to project implementation and issuance of grading permits. The applicant will file a Notice of Intent (NOI) for coverage under the Stormwater General Permit and prepare and submit a SWPPP to the Central Valley RWQCB. The SWPPP must contain a detailed mitigation plan for erosion and sediment control, including plans for implementing BMPs for the control of stormwater runoff, erosion, and sedimentation.	construction	Contractor	
4.10 Hazards and Hazardous Materials				
HHM-3 Airport operations would expose project residents, visitors, and workers to health and safety risks associated with routine crop-dusting.	*Mitigation Measure HHM-3a: Require applicant to grant avigation easements to County, as well as notify all prospective purchasers and users of property in the project area of inconveniences or discomforts that may accompany airport operations.* Prior to the selling, purchasing, transferring, or leasing of real property, full disclosure of inconveniences or discomforts arising from agriculture operations would be made by the seller in accordance with Ordinance No. 510 (right to farm ordinance). Inconveniences or discomforts may include, but are not limited to, exposure to	Prior to approval of subdivision maps As part of property sales	Applicant Applicant and Successors in Interest	County Planning and Building Department; Applicant

Attachment: Attachment #1 Excerpts from the Mitigation and Monitoring Report Plan (8046 : Acceptance

Attachment #1
Excerpt from MMRP

Colusa Industrial Properties Mitigation Monitoring and Reporting Program

Impacts	Mitigation Measures	Timing of implementation	Responsibility for Implementation	Responsibility for Monitoring and Verification
	herbicides, insecticides, fungicides, rodenticides, and fertilizers, and generation of dust, smoke, noise, and odor. Full disclosure would be made to the buyer and in County documents (building permits, etc.). Seller and County Clerk would obtain and keep copies of the buyer-signed disclosure statement. The notice would allow purchasers to take steps to minimize outdoor activities during crop-dusting periods. Although this would not reduce impacts, the measure would inform prospective buyers or renters of the inconveniences and allow them to use the knowledge in their decision of buying or renting a home.			
	Mitigation Measure HHM-3f: Reduce number of low density residential units exposed to aircraft noise and safety concerns. To reduce airport land use, noise, and safety conflicts, the County will require the applicant to implement a revised conceptual land use plan that reduces the number of low density residential units in the western portion of the project area to 84 units (versus the maximum of 140 units analyzed in the Draft EIR). This mitigation measure would also include an aircraft overflight corridor within the project area, rather than adjacent to the project	Prior to approval of subdivision maps	Applicant	County Planning and Building Department

Attachment: Attachment #1 Excerpts from the Mitigation and Monitoring Report Plan (8046 : Acceptance

COUNTY OF COLUSA, CA **2.8**

Request For County Board of Supervisors Action

MEETING DATE:	**December 14, 2021**
DEPARTMENT:	**Community Development Department**
FROM:	**Kent Johanns**
SUBJECT:	**Recordation of Parcel Map Number 21-02, Union Pacific Railroad Company**

Adopt a Resolution authorizing the recordation of Parcel Map No. 21-02 for the Union Pacific Railroad and authorize the Surveyor to record said map.

Detailed Description/Background of Request

On July 7, 2021, the Planning Commission conditionally approved Tentative Parcel Map #21-02. This approval authorized the creation of a 3.45 acre parcel (Parcel 1) from the larger Union Pacific Railroad property. There is currently no assigned Assessor Parcel Number as the property is owned by a railroad company which is not assessed by the County Assessor; rather the property tax liability is assessed by the State.

The project site is located at 113 Old Highway 99 West, on the southeast corner of the intersection of Oak Street and Old Highway 99 West, in the Community of Maxwell. The larger property contains the railroad tracks that parallel Old Highway 99 West and has an existing developed area of approximately 13,900 square feet which includes a warehouse and office building. Historically this area has been leased by the railroad for a number of uses, most recently a fertilizer supply company. The purpose of the Parcel Map is to allow Parcel 1 to be sold to a private party (Steven Rodriguez) for use as a construction company business yard.

General Plan and Zoning

The project site has a General Plan Land Use Designation of Commercial (C) and Zoning Classification of Community Commercial (C-2), which were established by the Board of Supervisors on June 22, 2021. The proposed parcel complies with the development standards for the C-2 zoning district. Any future development would have to comply with the development standards of the C-2 zoning district. The intended use of Parcel 1 is defined as a Construction, Maintenance, and Repair Service which is a permitted use in the C-2 zoning district. However, this use, or any other future use, would be subject to the C-2's development and performance standards which addresses: (1) noise levels; (2) daily trips; (3) water and sewer; (4) flooding; (5) drainage; (6) roadway and access; (7) fire protection; and (8) air quality.

During the Planning Commission's review of the map, the Commission concurred with staff and found that the proposed parcel map was consistent with the Colusa County's General Plan and Zoning Ordinance and adopted the attached resolution conditionally approving the proposed parcel map. A resolution authorizing the recordation of the map is now before the Board for its consideration.

Prior Board Action

The Board approved of the existing General Plan and Zoning Designations on June 22, 2021.

Fiscal Impact/Funding Source

The project will result in the 3.45-acre parcel being subject to County property tax assessment.

Note: The County does not collect taxes on property owned by a railroad company so no payment or pre-payment of taxes is required.

Action for the Clerk

Obtain the Board Chair's signature on the attached resolution and forward an electronic copy to the Community Development Director and County Surveyor.

ATTACHMENTS:

- Board Resolution Approving Final Parcel Map 21-02 Union Pacific (DOC)
- Exhibit "A" Parcel Map 21-02 Union Pacific Railroad Company (PDF)
- PC Resolution 21-008 and TPM 21-02 Staff Report (PDF)

RESOLUTION NO. 21-_____

RESOLUTION OF THE COLUSA COUNTY BOARD OF SUPERVISORS AUTHORIZING THE RECORDATION OF PARCEL MAP NUMBER 21-02 FOR UNION PACIFIC RAILROAD COMPANY

WHEREAS, the Colusa County Planning Commission has found the parcel map, attached hereto and marked as Exhibit A to be in accordance with the adopted Colusa County General Plan and Zoning Ordinance; and

WHEREAS, the Planning Commission approved Parcel Map #21-02, with conditions attached hereto as Planning Commission Resolution 21-008; and

WHEREAS, the County Surveyor reviewed the parcel map and found it is in compliance with the County Subdivision Ordinance and the California State Map Act; and

WHEREAS, the County Surveyor and the Colusa Community Development Department, Planning Unit have determined that the County's Planning Commission's conditions of approval have been met and will be monitored to ensure compliance:

NOW, THEREFORE, BE IT RESOLVED that Parcel Map #21-02 is approved for recordation.

PASSED AND ADOPTED this 14th day of December, 2021 by the following vote:

AYES:

NOES:

ABSENT:

_____
Gary J. Evans, Board Chair

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

By: _____
Melissa Kitts, Deputy

APPROVED AS TO FORM:

_____
Richard Stout, County Counsel

Attachment: Board Resolution Approving Final Parcel Map 21-02 Union Pacific (8051 : Resolution for PM #21-02 Union Pacific)

OWNER'S CERTIFICATE

WE, THE UNDERSIGNED, BEING THE PARTIES HAVING RECORD TITLE INTEREST IN THE LANDS DELINEATED AND EMBRACED WITHIN THE EXTERIOR BOUNDARIES AS SHOWN ON THIS MAP, DO HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THE SAME AND OFFER FOR DEDICATION AND DO HEREBY DEDICATE FOR PUBLIC USES THE FOLLOWING:

1. PORTIONS OF STREETS AS SHOWN ON THE MAP TO THE COUNTY OF COLUSA AND THE PUBLIC, NAMED "OAK" AND "CENTRAL" FOR ANY AND ALL PUBLIC USES, INCLUDING, BUT NOT LIMITED TO ROADWAYS, DRAINAGE AND UTILITIES AND ALL APPURTENANCES THERETO.

UNION PACIFIC RAILROAD COMPANY, A DELAWARE CORPORATION

Chris D Goble

BY: CHRIS D. GOBLE, ASSISTANT VICE PRESIDENT, REAL ESTATE

NOTARY ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF NEBRASKA }
COUNTY OF DOUGLAS }

ON November 2, 2021, BEFORE ME, Mark J. Jensen, NOTARY PUBLIC, PERSONALLY APPEARED CHRIS D. GOBLE, WHO PROVED TO ME ON BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN HIS AUTHORIZED CAPACITY, AND THAT BY HIS SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY UPON BEHALF OF WHICH THE PERSON 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.

GENERAL NOTARY - State of Nebraska
MARK J. JENSEN
My Comm. Exp. July 15, 2025

SIGNATURE: _____ COMMISSION NO. _____

COMMISSION EXPIRES JULY 15, 2025 COUNTY OF DOUGLAS

COLUSA COUNTY TAX COLLECTOR'S CERTIFICATE

I, DANIEL A. CHARTER, TAX COLLECTOR FOR THE COUNTY OF COLUSA, STATE OF CALIFORNIA, DO HEREBY CERTIFY THAT THERE ARE NO LIENS OF UNPAID COUNTY, STATE 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 $ NONE.

SBE # _____

DATED THIS 12 DAY OF NOVEMBER, 2021.

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

CONDITIONS OF APPROVAL:

THE CONDITIONS OF APPROVAL FOR THE DEVELOPMENT OF THE PARCELS CREATED PER THIS PARCEL MAP SHALL BE COMPLETED IN ACCORDANCE WITH THE CONDITIONS APPROVED BY THE PLANNING COMMISSION ON JULY 7, 2021 PER RESOLUTION 21-008 AND ARE ON FILE WITH THE COLUSA COUNTY COMMUNITY DEVELOPYMENT DEPARTMENT. DEVELOPMENT OF THE PARCELS IS ALSO SUBJECT TO THE PERFORMANCE AND DEVELOPMENT STANDARDS OF THE COMMUNITY COMMERCIAL (C-2) ZONING DESIGNATION PER COUNTY CODE SECTION 44-2.40.20.

BOARD OF SUPERVISOR'S CERTIFICATE

I, WENDY G. TYLER, CLERK TO THE BOARD OF SUPERVISORS, DO HEREBY CERTIFY THAT THE BOARD OF SUPERVISORS OF SAID COUNTY OF COLUSA, STATE OF CALIFORNIA, HAVE ON THIS ____ DAY OF _____, 2021, APPROVED THE PARCEL MAP FOR SUBDIVISION PURPOSES IN ACCORDANCE WITH THE APPROVED OR CONDITIONALLY APPROVED "TENTATIVE" PARCEL MAP HERETOFORE FILED AND APPROVED BY THE COLUSA COUNTY PLANNING COMMISSION ON JULY 7, 2021,

I HEREBY ACCEPT ON BEHALF OF THE PUBLIC THAT ITEM NUMBERED 1 IN THE OWNERS STATEMENT.

I HEREBY ACKNOWLEDGE THE RECEIPT OF SATISFACTORY SECURITY IN THE COLUSA COUNTY TAX COLLECTOR'S ESTIMATED AMOUNT OF $_____ TO INSURE PAYMENT OF TAXES WHICH ARE A LIEN BUT NOT YET PAYABLE.

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

_____
DEPUTY

OTHER INTERESTS:

1. REAL PROPERTY TAXES, ASSESSMENT, LEVY OR ANY OTHER TAX OBLIGATION ASSESSED UNDER STATE BOARD OF EQUALIZATION PUBLIC UTILITY TAX ROLL AFFECTING THE LAND.
2. THE LIEN OF SUPPLEMENTAL TAXES, IF ANY, ASSESSED PURSUANT TO THE PROVISIONS OF SECTION 75, ET SEQ., OF THE REVENUE AND TAXATION CODE OF THE STATE OF CALIFORNIA.
3. REGULATIONS, LEVIES, LIENS AND ASSESSMENTS, IF ANY, OF COLUSA BASIN DRAINAGE DISTRICT.
4. REGULATIONS, LEVIES, LIENS AND ASSESSMENTS, IF ANY, OF MAXWELL PARK AND RECREATION DISTRICT.
5. REGULATIONS, LEVIES, LIENS AND ASSESSMENTS, IF ANY, OF MAXWELL PUBLIC UTILITY DISTRICT.
6. RIGHTS OF THE PUBLIC, COUNTY AND/OR CITY, IN AND TO THAT PORTION OF SAID LAND LYING WITHIN THE LINES OF OAK STREET, CENTRAL STREET, COUNTY ROAD 99W, AND THE FORMER RIGHT OF WAY OF 99W ABANDONED BY THE STATE HIGHWAY COMMISSION AS EVIDENCED BY THE PRESENCE OF A STOP AND STOP LINE PAINTED ON THE PAVEMENT.
7. AN EASEMENT FOR THE RIGHT TO CONSTRUCT AND MAINTAIN A HIGHWAY GRANTED TO THE STATE OF CALIFORNIA IN THAT CERTAIN DEED RECORDED JUNE 29, 1935, IN BOOK 59 OF OFFICIAL RECORDS AT PAGE 207.
8. AN EASEMENT FOR THE RIGHT TO CONSTRUCT AND MAINTAIN A HIGHWAY GRANTED TO THE STATE OF CALIFORNIA IN THAT CERTAIN DEED RECORDED SEPTEMBER 15, 1926 IN BOOK 114 OF DEEDS AT PAGE 59.
9. TERMS, RESRVATIONS AND CONDITIONS AS CONTAINED IN THE GRANT DEED EXECUTED BY IRENE E. PENCE TO SOUTHERN PACIFIC RAILROAD COMPANY RECORDED DECEMBER 3, 1935 IN BOOK 60 OF OFFICIAL RECORDS AT PAGE 496.
10. AN EASEMENT FOR THE RIGHT TO CONSTRUCT AND MAINTAIN A HIGHWAY GRANTED TO THE STATE OF CALIFORNIA IN THAT CERTAIN DEED RECORDED DECEMBER 3, 1935 IN BOOK 57 OF OFFICIAL RECORDS AT PAGE 445.
11. AN EASEMENT FOR THE RIGHT TO CONSTRUCT AND MAINTAIN A STREET OR HIGHWAY GRANTED TO THE COUNTY OF COLUSA IN THAT CERTAIN DEED RECORDED FEBRUARY 26, 1986 IN BOOK 568 OF OFFICIAL RECORDS AT PAGE 385.
12. ANY EASEMENTS OR LESSER RIGHTS WHICH MAY BE CLAIMED AS TO A PORTION OF SAID LAND BY THE OWNERS OR USERS, INCLUDING ANY RIGHTS INCIDENTAL THERETO AS DISCLOSED BY A MAP ATTACHED TO THE STREET OR HIGHWAY EASEMENT PER DEED RECORDED FEBRUARY 26, 1996 IN BOOK 568 OF OFFICIAL RECORDS AT PAGE 385. SAID MAP SHOWS THE FOLLOWING: A) 6" WATER MAIN L.A. #193889; B) NORTHERN CALIF. POWER CO. L.A. #0-1004 POLE LINE; C) 8" SEWERLINE #69361; D) U/G TELEPHONE LINE; E) TELEPHONE POLE LINE
13. TERMS AND CONDITIONS OF THAT CERTAIN ENCROACHMENT PERMIT ISSUED BY THE COUNTY OF COLUSA RECORDED APRIL 18, 2000 AS DOCUMENT NUMBER 2000-1424. WHICH AMONG OTHER THINGS CONCERNS A CYCLONE FENCE WITHIN THE HIGHWAY RIGHT OF WAY.
14. ANY RIGHTS, EASEMENTS, INTEREST OR CLAIMS WHICH MAY EXIST OR ARISE BY REASON OF OR REFLECTED BY THE FACTS SHOWN ON THE MAP ATTACHED TO THE ENCROACHMENT PERMIT ISSUED BY THE COUNTY OF COLUSA RECORDED APRIL 18, 2000 AS DOCUMENT NUMBER 2000-1424.
    AS FOLLOWS: A) THE FACT THAT A CYCLONE FENCE LIES WITHIN HIGHWAY RIGHT OF WAY BY A DISTANCE THAT VARIES BETWEEN 7 FEET AND 17 FEET; B) THE FACT THAT MW-1, MW-3, DMW-4, DMW-2, MW-5, MW-6, & MW-8 EXIST ON OR NEAR SAID LAND.

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 STEVEN RODRIGUEZ ON JULY 8, 2021.
I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP. THE MONUMENTS ARE OF THE CHARACTER SHOWN, AND OCCUPY THE POSITIONS INDICATED AND ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

David L. Swartz

DAVID L. SWARTZ, P.L.S. 8401

LICENSED LAND SURVEYOR
DAVID L. SWARTZ
No. 8401
STATE OF CALIFORNIA

11-9-2021
DATE

COUNTY SURVEYOR'S STATEMENT

THIS MAP HAS BEEN EXAMINED BY ME OR UNDER MY DIRECTION AND SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF. I HEREBY STATE THAT THIS PARCEL MAP IS IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE TIME OF TENTATIVE MAP APPROVAL AND I AM SATISFIED THAT THIS PARCEL MAP IS TECHNICALLY CORRECT.

Daryl K. Pride

DARYL K. PRIDE PLS 9150

LICENSED LAND SURVEYOR
DARYL K. PRIDE
No. 9150
STATE OF CALIFORNIA

11/10/2021
DATE

RECORDER'S CERTIFICATE

FILED THIS _____ DAY OF _____, 2021, AT _____ __.M. IN BOOK __
OF PARCEL MAPS AT PAGE ____ AT THE REQUEST OF ~~GERALD W. WHITE~~ David L. Swartz
FEE: $_____
FILE NO. _____-_____

ROSE GALLO VASQUEZ – COUNTY RECORDER
BY: _____
DEPUTY

PARCEL MAP NO. 21-02

SHOWING A PARCEL DIVISION
WITHIN THE
TOWN OF MAXWELL
SECTION 4, T. 16 N., R. 3 W., M.D.M.
COUNTY OF COLUSA STATE OF CALIFORNIA
FOR

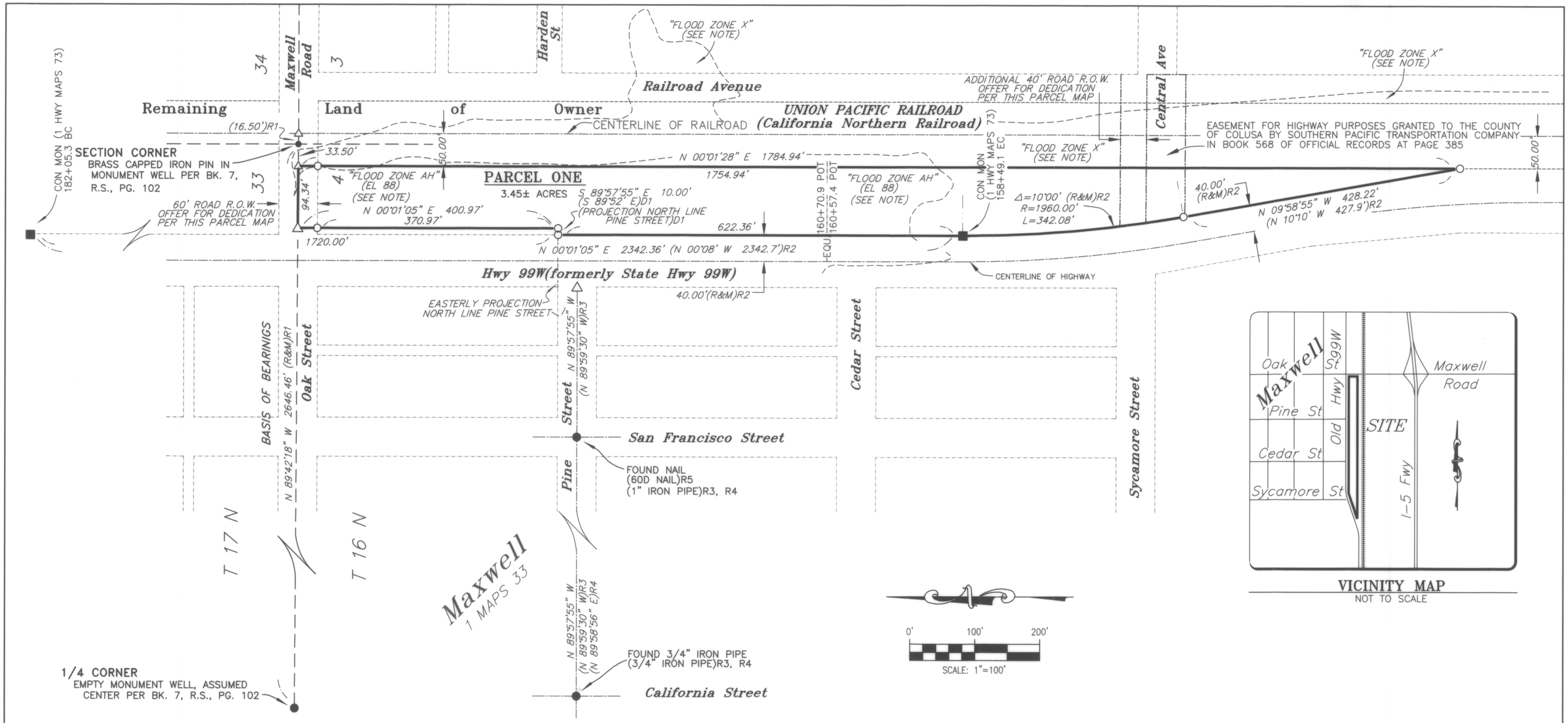
UNION PACIFIC RAILROAD COMPANY

PREPARED BY
California Engineering Company, Inc.
Landon Division
510 WEST WOOD STREET
WILLOWS, CA 95988
(530) 934-7055
JULY, 2021

JOB NO. L20-151

SHEET 1 OF 2

Attachment: Exhibit "A" Parcel Map 21-02 Union Pacific Railroad Company (8051 : Resolution for PM #21-02 Union Pacific)



VICINITY MAP
NOT TO SCALE

LEGEND

●	FOUND & ACCEPTED MONUMENT, AS DESCRIBED
■	FOUND CONC. HIGHWAY MONUMENT
O	SET 5/8" REBAR, WITH A PLASTIC CAP, STAMPED "LS 8401"
△	COMPUTED POINT, NOTHING FOUND OR SET
( )D1	RECORD INFORMATION PER DOC. BK. 59 O.R. PG. 207
( )R1	RECORD INFORMATION PER BK. 7, R.S., PG. 102
( )R2	RECORD INFORMATION PER STATE HWY. MAP BK. 1, PGS. 71 & 73
( )R3	RECORD INFORMATION PER BK. 2, P.M., PG. 36
( )R4	RECORD INFORMATION PER BK. 4, R.S., PG. 83
( )R5	RECORD INFORMATION PER BK. 7, R.S., PG. 88
(R&M)	RECORD AND MEASURED
———	BOUNDARY SURVEYED
- - - - - -	ASSESSOR PARCEL BOUNDARY
—·—·—	EASEMENT LIMITS PER BK. 568, O.R., PG. 385
— — —	SECTION LINE
—·—·—	RADIAL LINE

RECORD REFERENCES

DOCUMENT NO. 2018-0002357
DOCUMENT RECORDED BOOK 59, OFFICIAL RECORDS, PAGE 207
DOCUMENT RECORDED BOOK 568, OFFICIAL RECORDS, PAGE 385
BOOK 1, MAPS, PAGE 33
BOOK 4, RECORD OF SURVEYS, PAGE 83
BOOK 7, RECORD OF SURVEYS, PAGE 88
BOOK 7, RECORD OF SURVEYS, PAGE 102
BOOK 2, PARCEL MAPS, PAGE 36
BOOK 2, PARCEL MAPS, PAGE 36
STATE HIGHWAY MAP BOOK 1, PAGES 71 & 73

FLOOD ZONE

PORTIONS OF "PARCEL ONE" FALL WITHIN FLOOD ZONE X, AREAS OF 0.2% ANNUAL CHANCE FLOOD HAZARD, AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTH OF LESS THAN ONE FOOT OR WITH DRAINAGE AREAS OF LESS THAN 1 SQUARE MILE. AND WITHIN ZONE AH, FLOOD ELEVATION 88 FEET NGVD 1929 DATUM. INFORMATION TAKEN FROM FLOOD INFORMATION RATE MAP (FIRM) NUMBER 06011C-0339F DATED 05-15-2003 AND "LETTER OF MAP REVISION" DATED 07-02-2015 FEMA COUNTY NUMBER 060022 COLUSA COUNTY.

NOTE: DEVELOPMENT IN THIS AREA IS SUBJECT TO THE REQUIREMENTS OF CHAPTER 33, FLOOD DAMAGE PREVENTION, OF THE COLUSA COUNTY CODE

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE SOUTH LINE OF SECTION 33, SHOWN AS BEING "N. 89°42'18" W." ON THAT CERTAIN MAP ON FIILE IN BOOK 7 OF RECORD OF SURVEYS AT PAGE 102.

PARCEL MAP NO. 21-02

SHOWING A PARCEL DIVISION
WITHIN THE
TOWN OF MAXWELL
SECTION 4, T. 16 N., R. 3 W., M.D.M.
COUNTY OF COLUSA STATE OF CALIFORNIA
FOR

UNION PACIFIC RAILROAD COMPANY

PREPARED BY
California Engineering Company, Inc.
Landon Division
510 WEST WOOD STREET
WILLOWS, CA 95988
(530) 934-7055
JULY, 2021

JOB NO. L20-151

SHEET 2 OF 2

Attachment: Exhibit "A" Parcel Map 21-02 Union Pacific Railroad Company (8051 : Resolution for PM #21-02 Union Pacific)

RESOLUTION NO. 21 - 008

RESOLUTION OF THE COLUSA COUNTY PLANNING COMMISSION ADOPTING A CATEGORICAL EXEMPTION AND APPROVING TENTATIVE PARCEL MAP #21-02 FOR CALIFORNIA ENGINEERING COMPANY (UNION PACIFIC – RODRIGUEZ)

WHEREAS, California Engineering Company (Union Pacific – Rodriguez) filed an application on February 25, 2021 with the Colusa County Community Development Department for a project to subdivide a 3.45 acre parcel from the existing parcel;

WHEREAS, Colusa County is the Lead Agency under the California Environmental Quality Act (CEQA) for the project and as a result of the analysis prepared a proposed Categorical Exemption under CEQA for the proposed project;

WHEREAS, a Notice of Intent to adopt the proposed Categorical Exemption and a Public Hearing Notice for the proposed Tentative Parcel Map was duly noticed and published in accordance with all applicable requirements; and

WHEREAS, the Planning Commission held a Public Hearing regarding the proposed Categorical Exemption and Tentative Parcel Map on July 7, 2021, at which time the Commission considered all information submitted by County staff and public testimony.

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

I. Adopts CEQA Categorical Exemption. The project is considered to be categorically exempt from CEQA under Section 15315, Class 15, Minor Land Divisions: In this case the project site is located in a developed urban area, is surrounded by developed land and is zoned for residential use.

A. Finds that the proposed categorical exemptions are adequate and reflect 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:

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.

Attachment: PC Resolution 21-008 and TPM 21-02 Staff Report (8051 : Resolution for PM #21-02 Union Pacific)

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 Commercial (C) land use designation.

C. The project is consistent with the Colusa County Zoning Ordinance Community Commercial (C-2) regulations.

PASSED AND ADOPTED this 7th day of July, 2021, by the following vote:

AYES: Commissioners Kirk Pendleton, John Troughton, Jr., Gail Beduhn, and Barry Morrell.

NOES: None.

ABSENT: Commissioner Dave McCullough.

Barry Morrell, Chair, Planning Commission

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

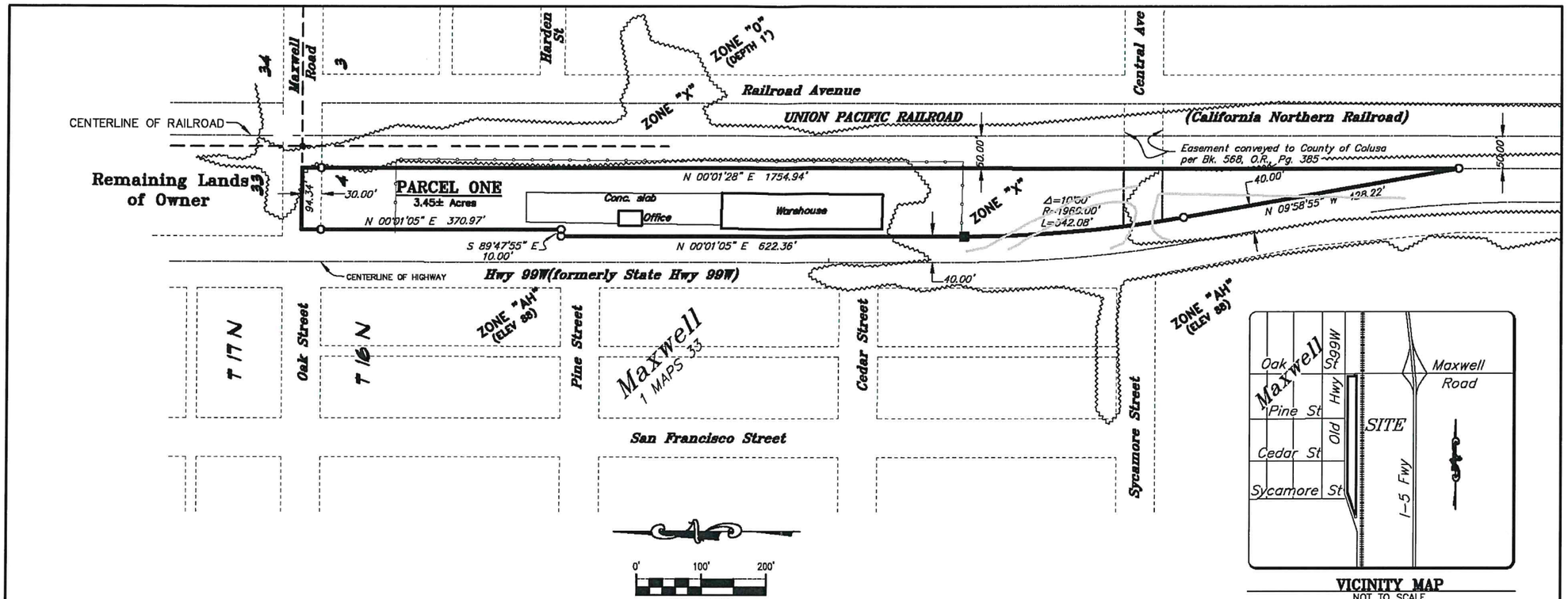
Melissa Kitts, Deputy Clerk

APPROVED AS TO FORM

Jennifer Sutton, Sr. Deputy County Counsel

Attachment: PC Resolution 21-008 and TPM 21-02 Staff Report (8051 : Resolution for PM #21-02 Union Pacific)

Exhibit "A"



EXCEPTION AND/OR WAIVER IS HEREBY REQUESTED FOR:

TREE GROUPS, PUBLIC UTILITY LOCATIONS AND SOILS REPORT, FOR THE FOLLOWING REASONS:

1. PRIMARY USE IN AREA IS EXISTING COMMERCIAL.
2. PERMANENT STRUCTURES ARE AS SHOWN
3. NO CHANGE WILL BE MADE IN THE ENVIRONMENT OR GENERAL PLAN BY THE GRANTING OF EXCEPTIONS.

NOTES:

1. LOCATION OF FLOOD ZONE BOUNDARIES ARE FROM FIRM MAP 0611C0339F, DATED MAY 15, 2003.
2. WATER & SEWER LOCATED IN OAK STREET (MAXWELL ROAD), OTHER UTILITIES LOCATED IN HIGHWAY 99W.

GENERAL NOTES:

ASSESSOR PARCEL NO.:	TO BE ASSIGNED
ZONING:	TO BE DETERMINED
PRESENT USE:	WAREHOUSE/VACANT
PROPOSED USE:	WAREHOUSE/STORAGE
POWER BY:	PG & E
PHONE BY:	CITIZENS COMMUNICATIONS
DRAINAGE BY:	COLUSA COUNTY DRAINAGE SYSTEM
SEWAGE BY:	MAXWELL PUBLIC UTILITIES DISTRICT
DOMESTIC WATER BY:	MAXWELL PUBLIC UTILITIES DISTRICT

LEGEND

- PARCEL BOUNDARY
- FLOOD AREA BOUNDARY
- LIMITS OF DEDICATION TO THE PUBLIC FOR ROAD, DRAINAGE AND PUBLIC UTILITY PURPOSES

LICENSED LAND SURVEYOR GERALD W. WHITE No. 3653 STATE OF CALIFORNIA

DRAFT
FOR REVIEW ONLY

SURVEYOR

GERALD W. WHITE, PLS 3653
CALIFORNIA ENGINEERING COMPANY – LANDON DIVISION
510 WEST WOOD STREET
WILLOWS, CA 95988 (530) 934-7055

OWNERS AND SUBDIVIDERS:

APN: NONE – TO BE ASSIGNED
UNION PACIFIC RAILROAD COMPANY
MS 1690
1400 DOUGLAS STREET
OMAHA, NEBRASKA 68179 (402) 544-8588

TENTATIVE PARCEL MAP

SHOWING A PARCEL DIVISION
WITHIN THE
TOWN OF MAXWELL
SECTION 4, T. 16 N., R. 3 W., M.D.M.
COUNTY OF COLUSA STATE OF CALIFORNIA
FOR
UNION PACIFIC RAILROAD COMPANY

PREPARED BY
CALIFORNIA ENGINEERING COMPANY – LANDON DIVISION
510 WEST WOOD STREET
WILLOWS, CALIFORNIA 95988
FEBRUARY, 2021

JOB NO. L20-151 SHEET 1 OF 1

Attachment: PC Resolution 21-008 and TPM 21-02 Staff Report (8051 : Resolution for PM #21-02 Union Pacific)

EXHIBIT "B"

Tentative Parcel Map Conditions for CEC (UNION PACIFIC – RODRIGUEZ) TPM #21-02, Tentative Parcel Map to subdivide a 3.45-acre parcel (Parcel 1) from the remaining lands of the owner.

Conditions of Approval:

Community Development Department:

1. The final Parcel Map shall conform to Tentative Map #21-02 submitted and on file at the Colusa County Department of Planning and Building and as approved by the Colusa County Planning Commission.

2. The applicant agrees, as a condition of issuance and use of this entitlement, to hold harmless, indemnify and defend the County, at applicant's sole cost and expense, in any claim, action, or proceeding brought against the County after the issuance of this entitlement because of, or resulting from, or related to, any preliminary approval or actual issuance of this entitlement. Applicant will reimburse the County for any damages, costs of any kind including staff time, and attorney fees, including court ordered attorney fees, resulting from any such claim, action or proceeding. The County shall promptly notify the applicant of any such claim, action, or proceeding and will cooperate in its defense. The County may also, at its sole discretion, participate in the defense of any such claim, action, or proceeding but such participation shall not relieve applicant of its obligations under this condition.

3. The applicant shall also comply with all state, federal and local statutes, ordinances and regulations.

4. Applications for future development are subject to the applicable development standards and are subject to the performance standards of the zone in which they are located.

5. A Conditions of Approval Section shall be included on the Parcel Map recordation cover page which states that the Conditions of Approval required for the development of the parcels created by the parcel map shall be completed in accordance with the conditions approved by the Planning Commission on said approval date. This notice shall also state that the Conditions of Approval are on file with the Colusa County Community Development Department, identify the applicable Resolution Number, and specifically reference the applicable performance standards of the applicable zoning district. The final wording of this section shall be subject to the Community Development Director's review and approval prior to final map approval being processed to the Board of Supervisors.

Attachment: PC Resolution 21-008 and TPM 21-02 Staff Report (8051 : Resolution for PM #21-02 Union Pacific)

6. The conditions contained herein shall not be applicable to the subject parcels created by this approval until such time as the Parcel Map is recorded. Pursuant to the Subdivision Map Act, this Parcel Map shall be recorded within the twenty-four (24) months of the effective date of this approval. A twelve (12) month extension may be granted provided that the extension request is applied for prior to the lapse of the approval.

7. The applicant shall maintain the property in a manner as to not create a public nuisance (e.g. accumulations of garbage dilapidated equipment/vehicles, and debris) as defined by Chapter 42 of the Colusa Code.

8. The approval of Tentative Parcel Map #21-02 is contingent upon the 30 day period when the Board of Supervisors Ordinance becomes effective.

Environmental Health Department:

8. All future development shall pay all appropriate fees and connect to the Maxwell Public Utility District for water and sewer service.

Department of Public Works:

9. A portion of the project site is located in Flood Zone AH. All development shall comply with FEMA and County requirements for development in a designated Flood Zone.

NOTATION:

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

Attachment: PC Resolution 21-008 and TPM 21-02 Staff Report (8051 : Resolution for PM #21-02 Union Pacific)

Planning Commission
546 Jay Street, Suite 108
Colusa, CA 95932

COMPLETED

Meeting: 07/07/21 09:00 AM
Department: Community Development Department
Category: Public Hearing
Prepared By: Kent Johanns
Initiator: Kent Johanns
Sponsors:
DOC ID: 6685

PLANNING COMMISSION (ID # 6685)

Detail

Applicant: California Engineering Company (Union Pacific-Rodriguez)

File: TPM # 21-02

General Plan: Commercial (C)

Zoning: Community Commercial (C-2)

Formal Title / Summary

Resolution Adopting a Categorical Exemption and Approving a Tentative Parcel Map for California Engineering Company (Union Pacific-Steven Rodriguez)

Action Requested

Public Hearing and adoption of a Resolution approving a Categorical Exemption and approving Tentative Parcel Map (#21-02) for Union Pacific-Steven Rodriguez.

DETAILED DESCRIPTION/BACKGROUND OF REQUEST

The proposed Tentative Parcel Map (TPM) application is to separate a 3.45 acre portion of property (Parcel 1) from the remaining lands of the owner (Union Pacific Railroad).

APN:

The property does currently have an assessor parcel number due to railroad ownership of the property.

LOCATION:

The project site is located at 113 Old Highway 99 West, on the southeast corner of the intersection of Oak Street and Old Highway 99 West, in the Community of Maxwell.

PROJECT AND SITE DESCRIPTION:

The property involved in the land division is owned by the Union Pacific Railroad and utilized by California Northern Railroad to transport mainly agricultural products. The 3.45 acres being divided from the remaining railroad property have historically been leased by the railroad for a number of uses, most recently a fertilizer supply company. The project site has an existing metal warehouse and office building located on the 3.45 acre area of Parcel 1. The railroad does not utilize this portion of the property and has been negotiating with a private party who wishes to purchase the property to store construction equipment and supplies for his construction business. The remaining lands are located adjacent and to east of Parcel 1. This portion of the property will contain

Attachment: PC Resolution 21-008 and TPM 21-02 Staff Report (8051 : Resolution for PM #21-02 Union Pacific)

the existing railroad tracks, will be approximately 100 feet wide, and will be consistent with the majority of railroad properties along the Interstate 5 corridor.

ANALYSIS:

General Plan and Zoning

The project site had historically been designated and zoned for industrial uses. However, during the General Plan and Zoning Code updates of 2012 and 2014 the property was not designated a land use due to the lack of an Assessor Parcel Number. As the Commission will recall, the project site has recently been designated as Commercial (C) in terms of the General Plan Land Use Designation and Zoning Classification of Community Commercial (C-2). The Board of Supervisors approved these designations on June 22, 2021. Approval of this map is contingent upon the Board of Supervisors Ordinance rezoning the property becoming effective.

The proposed configuration meets the minimum lots size of the C-2 zone and 0.4 Floor Area Ratio (FAR). The current developed area of the proposed parcel totals some 13,900 square feet and the total parcel square footage of 150,282 square feet; the resulting FAR is 0.09 which complies with the C-2 development standards. All future development of the property will be subject to the development and performance standards of the C-2 zone; including but not limited to: (1) Maximum Noise Levels; (2) Maximum Daily Trips (one hundred car or light truck vehicle trips or seventy heavy truck or bus vehicle trips, or a combination of the two); and (4) Flood Management.

The project is consistent with Colusa County General Plan Policies, specifically ED 1-1 and ED 1-3, which state:

> *ED 1-1 Attract commercial and industrial development*
>
> *ED 1-3 Maintain and attract and broad of business that a diverse range of career opportunities*

As a result, the project is consistent with the Colusa County General Plan and Colusa County Zoning Ordinance.

Issues and Concerns

The project site was previously used as fertilizer storage and distribution facility and some environmental issues resulted from that use, but have been remediated. A Phase 1 Environmental Report was prepared for the possible sale of the property as required by the lender and showed no significant contamination issues.

A portion of the project site is located in Flood Zone AH according to the FEMA Flood Maps. Any development in this area will is subject to the requirements of Chapter 33,

Attachment: PC Resolution 21-008 and TPM 21-02 Staff Report (8051 : Resolution for PM #21-02 Union Pacific)

Flood Damage Prevention, of the Colusa County Code.

Surrounding Land Use and Compatibility

There are commercially zoned and used properties located to the west. Industrial uses on properties zoned for industrial uses are located to north. Residential uses with residential zoning are located to the east. While the existing uses and zoning are a combination of commercial and residential to the south. The project is considered to be compatible with surrounding uses.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

The project is considered to be categorically exempt from CEQA under Section 15315, Class 15, Minor Land Divisions: In this case the project site is located in a developed urban area, is surrounded by developed land and is zoned for residential use. As a result, the project is categorically exempt under Section 15315, Class 15.

SUMMARY

The proposed subdivision is consistent with the General Plan and Zoning requirements. No significant impacts to the environment would occur with the implementation of the condition of approval should future construction activities occur. Based upon the totality of the record, staff is recommending the Planning Commission approve the project.

Attachment: PC Resolution 21-008 and TPM 21-02 Staff Report (8051 : Resolution for PM #21-02 Union Pacific)

COUNTY OF COLUSA, CA

2.9

Request For County Board of Supervisors Action

MEETING DATE: December 14, 2021

DEPARTMENT: County Administrative Office

FROM: Wendy Tyler

SUBJECT: Amendment No. 1 to Loan Agreement with State of California Energy Commission

Approve Amendment No. 1 to Loan Agreement with **State of California Energy Commission**, extending the agreement term to April 30, 2022, and authorize County Administrative Officer to sign all documents.

Detailed Description/Background of request

On July 7, 2020 we entered into a Loan Agreement with the California Energy Commission in the amount of $1,622,640 for various energy efficiency improvements throughout the County. While the loan is repayable over 11 years, the Agreement "Term" was initially set as June 11, 2020 to December 31, 2021. The December 31, 2021 date was for the purpose of completing the project and having all invoices to contractor paid and all reimbursement requests submitted to the Commission.

The last two project components (Solar installations at DHHS and BHS) have experienced construction delays due to the fire at DHHS, supply chain issues with components, and most recently Covid issues among work crews. While the projects may be completed by December 31, 2021, we didn't want to run the risk of not meeting the terms of the Loan Agreement, especially with only one Board meeting in December. Therefore, we requested a four month time extension from the Energy Commission.

Prior Board Action

Approved Loan Agreement (C20-058) on July 7, 2020.

Fiscal Impact/Funding Source

Additional interest cost of approximately $400.

Action for the Clerk

Obtain signature of CAO, and send via email to:

Marissa Sutton
Associate Government Program Analyst
California Energy Commission
Marissa.Sutton@energy.ca.gov

ATTACHMENTS:

- Amend to loan agreement (DOC)
- Amend Amort sched (DOCX)
- C20-058 California Energy Commission (PDF)

STATE OF CALIFORNIA
GRANT/LOAN AMENDMENT
CEC-140 (Revised 9/11) CALIFORNIA ENERGY COMMISSION

☒ Check here if additional pages are attached. 2 Pages

AGREEMENT NUMBER:	AMENDMENT NUMBER:
020-19-ECI	1

1. This Agreement is entered into between the State Agency and the Recipient named below:

STATE AGENCY'S NAME
State Energy Resources Conservation and Development Commission

RECIPIENT'S NAME
Colusa County

2. The term of this Agreement: From: 06/11/2020 To: 04/30/2022

3. The maximum amount of this Agreement after this amendment is: $1,622,640 ($0 Amendment)

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

The purpose of this amendment is a no-cost time extension of four month. Agreement 020-19-ECI, approved by the Energy Commission on is amended as follows:

- Exhibit B, Attachment 1 Amortization schedule is attached and replaces previously approved Exhibit B, Attachment 1 Amortization schedule in its entirety.

RECIPIENT

RECIPIENT'S NAME *(If other than an individual, state whether a corporation, partnership, etc)*

BY *(Authorized Signature)* ✍ | DATE SIGNED *(Do not type)* ✍

NAME AND TITLE OF PERSON SIGNING
WENDY G. TYLER, County Administrative Officer

ADDRESS
547 Market Street, Ste 102, Colusa, CA 95932

STATE OF CALIFORNIA

AGENCY NAME
State Energy Resources Conservation and Development Commission

BY *(Authorized Signature)* ✍ | DATE SIGNED *(Do not type)* ✍

NAME AND TITLE OF PERSON SIGNING
Adrienne Winuk, Contracts, Grants, and Loans Office Manager

ADDRESS
715 P Street, MS-18
Sacramento, CA 95814-5512

Attachment: Amend to loan agreement (8057 : Amendment to Loan Agreement with CEC)

State of California

Energy Resources Conservation
and Development Commission
1516 Ninth Street
Sacramento, California 95814-5512

EXHIBIT B ATTACHMENT 1 - ESTIMATED AMORTIZATION SCHEDULE

Loan Number:	**020-19-ECI**	Number of Payments:	**22**
Recipient:	**County of Colusa**	Estimated Disbursement Date:	**4/30/2022**
Loan Amount:	**$0.00**	Estimated Project Completion Date:	**4/30/2022**
Interest Rate:	**1.00 %**	Annual Energy Savings:	**$160,037.00**

Transaction Date	Payment Number	Invoice Number	Receipt Number	Disbursement Amount	Billing Invoice Interest Amount	Repay Principal Amount	Repay Interest Amount	Unscheduled Principal Amount	Unscheduled Interest Amount
09/16/2021		7	31604	$46,814.40	$0.00	$0.00	$0.00	$0.00	$0.00
07/17/2021		6	30965	$159,179.80	$0.00	$0.00	$0.00	$0.00	$0.00
05/25/2021		5	30330	$112,412.40	$0.00	$0.00	$0.00	$0.00	$0.00
03/18/2021		4	29391	$179,197.80	$0.00	$0.00	$0.00	$0.00	$0.00
01/29/2021		3	28701	$135,426.40	$0.00	$0.00	$0.00	$0.00	$0.00
01/08/2021		2	28218	$239,160.13	$0.00	$0.00	$0.00	$0.00	$0.00
12/16/2020		1	28022	$461,891.81	$0.00	$0.00	$0.00	$0.00	$0.00

Trans #	Payment Date	Accrued Interest	Payment Amount	Interest Payment	Principal Payment	Principal Balance
Disbursement 1	4/30/2022	$0.00	($1,622,640.00)	$0.00	($1,622,640.00)	$1,622,640.00
Payment 1	12/22/2022	$10,491.59	$78,187.85	$10,491.59	$67,696.26	$1,554,943.74
Payment 2	6/22/2023	$7,753.42	$78,187.85	$7,753.42	$70,434.43	$1,484,509.31
Payment 3	12/22/2023	$7,442.88	$78,187.85	$7,442.88	$70,744.97	$1,413,764.34
Payment 4	6/22/2024	$7,088.19	$78,187.85	$7,088.19	$71,099.66	$1,342,664.68
Payment 5	12/22/2024	$6,731.72	$78,187.85	$6,731.72	$71,456.13	$1,271,208.54
Payment 6	6/22/2025	$6,338.63	$78,187.85	$6,338.63	$71,849.22	$1,199,359.32
Payment 7	12/22/2025	$6,013.23	$78,187.85	$6,013.23	$72,174.62	$1,127,184.70
Payment 8	6/22/2026	$5,620.48	$78,187.85	$5,620.48	$72,567.37	$1,054,617.33
Payment 9	12/22/2026	$5,287.53	$78,187.85	$5,287.53	$72,900.32	$981,717.02
Payment 10	6/22/2027	$4,895.14	$78,187.85	$4,895.14	$73,292.71	$908,424.30
Payment 11	12/22/2027	$4,554.57	$78,187.85	$4,554.57	$73,633.28	$834,791.02
Payment 12	6/22/2028	$4,185.39	$78,187.85	$4,185.39	$74,002.46	$760,788.56
Payment 13	12/22/2028	$3,814.36	$78,187.85	$3,814.36	$74,373.49	$686,415.07
Payment 14	6/22/2029	$3,422.67	$78,187.85	$3,422.67	$74,765.18	$611,649.90
Payment 15	12/22/2029	$3,066.63	$78,187.85	$3,066.63	$75,121.22	$536,528.67
Payment 16	6/22/2030	$2,675.29	$78,187.85	$2,675.29	$75,512.56	$461,016.12
Payment 17	12/22/2030	$2,311.40	$78,187.85	$2,311.40	$75,876.45	$385,139.66
Payment 18	6/22/2031	$1,920.42	$78,187.85	$1,920.42	$76,267.43	$308,872.24
Payment 19	12/22/2031	$1,548.59	$78,187.85	$1,548.59	$76,639.26	$232,232.98
Payment 20	6/22/2032	$1,164.35	$78,187.85	$1,164.35	$77,023.50	$155,209.47

Attachment: Amend Amort sched (8057 : Amendment to Loan Agreement with CEC)

State of California

Energy Resources Conservation
and Development Commission
1516 Ninth Street
Sacramento, California 95814-5512

Payment 21	12/22/2032	$778.17	$78,187.85	$778.17	$77,409.68	$77,799.80
Payment 22	6/22/2033	$387.93	$78,187.73	$387.93	$77,799.80	$0.00

Attachment: Amend Amort sched (8057 : Amendment to Loan Agreement with CEC)

STATE OF CALIFORNIA
LOAN AGREEMENT
CEC-142 (05/10)

CALIFORNIA ENERGY COMMISSION

BORROWER	AGREEMENT NUMBER
Colusa County	020-19-ECI
ADDRESS 547 Market Street Suite 102 Colusa, CA 95932	AGREEMENT TERM 06/11/2020 to 12/31/2021 The effective date of this Agreement is the date the California Energy Commission signs the Agreement. No work is authorized, or shall begin until the California Energy Commission signs the Agreement. See the signature date below for effective start date.

The parties agree to comply with the terms and conditions of the following Exhibits which are by this reference made a part of the agreement.

Exhibit A – Energy Conservation Assistance Act Loan Agreement	Page(s): 09
Exhibit A – Attachment 1 – Budget Detail/Project Cost and Savings	Page(s): 03
Exhibit B – Promissory Note	Page(s): 03
Exhibit B – Attachment 1 – Estimated Amortization Schedule	Page(s): 01
Exhibit C – Contacts	Page(s): 01

REIMBURSABLE AMOUNT	$ 1,622,640
MATCH SHARE	$ 0.00
TOTAL	$ $ 1,622,640

The undersigned parties have read the attachments to this agreement and will comply with the standards and requirements contained therein.

CALIFORNIA ENERGY COMMISSION		RECIPIENT	
AUTHORIZED SIGNATURE Adrienne Winuk Digitally signed by Adrienne Winuk Date: 2020.07.17 09:36:02 -07'00'	DATE	AUTHORIZED SIGNATURE Wendy G Tyler	DATE 07/07/2020
NAME Adrienne Winuk	PHONE (916) 654-4379	NAME WENDY G. TYLER	PHONE (530)458-0737
TITLE Contracts, Grants and Loans Office Manager			
CALIFORNIA ENERGY COMMISSION ADDRESS 1516 9th Street, MS-18, Sacramento, CA 95814			

Attachment: C20-058 California Energy Commission (8057 : Amendment to Loan Agreement with CEC)

Attachment: C20-058 California Energy Commission (8057 : Amendment to Loan

EXHIBIT A

ENERGY CONSERVATION ASSISTANCE ACT LOAN AGREEMENT

This Loan Agreement (the "Agreement") is entered into as of the date it is executed by both parties hereto, between the California Energy Resources Conservation and Development Commission (the "Energy Commission") and the Colusa County (the "Borrower") located in Colusa, CA.

1. **STATUTORY AUTHORITY AND LOAN**

   A. Pursuant to the purposes authorized by section 25410, et seq., of the California Public Resources Code (the "Energy Conservation Assistance Act"), the Energy Commission has approved the Borrower's loan application dated August 1, 2019, which is not attached but is expressly incorporated by reference herein.

   B. Subject to the terms, covenants, conditions, and including Special Conditions (if applicable) contained herein, and the Budget Detail/Summary of Project Cost and Savings attached as Exhibit A, Attachment 1 hereto to the extent it modifies the Borrower's loan application, the Energy Commission shall make a loan to the Borrower (the "Loan") in the amount of one million six hundred twenty two and six hundred forty dollars ($1,622,640) evidenced by a Promissory Note (the "Promissory Note") for loan number 020-19-ECI attached hereto as Exhibit B.

2. **PURPOSE**

   The Borrower agrees to expend all funds disbursed pursuant to this Agreement only for the purposes and in the amounts set forth in Exhibit A, Attachment 1 (the "Project"). Any other use of funds disbursed hereunder shall require prior written approval by the Energy Commission.

3. **LOAN DISBURSEMENT SCHEDULE**

   A. The Energy Commission agrees to disburse funds to the Borrower upon the Borrower's execution of the attached Promissory Note and required supplemental documents, including invoices as required in Section 3.B below.

   B. Loan funds shall be disbursed on a reimbursement basis based on invoices submitted by Borrower in a form approved by the Energy Commission. Backup documentation for actual expenditures (such as timecards, vendor invoices, etc) and proof of payment must be provided to substantiate the request. Energy Commission staff will approve invoices only after verifying

requested amounts against backup billings and determining that expenses are appropriate and used for the authorized purposes of this Loan. For executed Agreements, invoices for expenses incurred during the Agreement Term are eligible for reimbursement.

C. All invoices must be submitted within sixty (60) days after Project completion.

D. The final ten percent (10%) of the Loan amount will be withheld as retention until the final report is received from the Borrower and the Commission's Project Manager determines the Project has been satisfactorily completed.

4. LOAN REPAYMENT AND INTEREST

All funds disbursed hereunder, together with all interest payable thereon, shall be repaid to the Energy Commission in accordance with the terms of the Promissory Note. The Loan shall bear simple interest at the annual rate set forth in the attached Promissory Note on the principal balance of Loan funds disbursed to the Borrower. Payment of said interest shall be due at the time of semiannual scheduled Loan repayment installments to the Energy Commission, and interest shall accrue from the time of disbursal of funds to the Borrower until receipt of full Loan repayment to the Energy Commission.

5. TERM

A. The effective date of this Agreement shall be the date on which it has been executed by both parties hereto. No work is authorized, or shall begin until the Energy Commission signs the Agreement.

B. The Borrower agrees to complete performance of its obligations under this Agreement within the applicable periods stated in this Agreement.

6. PREPAYMENT

The Borrower shall have the right to prepay all or any part of the amount of this Loan at any time without penalty.

7. PROMISSORY NOTE

In order to evidence its debt to the Energy Commission hereunder, the Borrower agrees to, contemporaneously with the execution of this Agreement, execute and deliver to the Energy Commission the Promissory Note (attached as Exhibit B hereto).

Attachment: C20-058 California Energy Commission (8057 : Amendment to Loan Agreement with CEC)

8. ACCOUNTS, AUDITS, AND RECORDS

A. The Borrower agrees to establish on its books a separate account for this Loan. This account shall be maintained as long as the Loan obligation remains unsatisfied.

B. The Borrower further agrees to maintain records that accurately and fully show the date, amount, purpose, and payee of all expenditures drawn on said account for three (3) years after this Loan is repaid in full unless the Energy Commission requests a longer retention period.

C. The Borrower further agrees to utilize a voucher system by which all expenditures from said account will be authorized and authenticated.

D. The Borrower further agrees to allow the Energy Commission or any other agency of the State of California (the "State") or their designated representatives, on written request, to have reasonable access to, and the right of inspection of, all records that pertain to said account or the Project. The Borrower also agrees to submit to an independent audit, if requested by the Energy Commission, at the expense of the Borrower. Borrower agrees to maintain all such records for a minimum of three years after this Loan is repaid in full unless the Energy Commission notifies the Borrower, prior to the expiration of such three-year period, that a longer period of record retention is necessary.

9. SOURCE OF REPAYMENT; OPERATION OF PROJECT

A. Semiannual payments due to the Energy Commission under this Agreement shall be made from savings in energy costs or other legally available funds as the Borrower chooses. If the Borrower is a county, city, town, township, board of education, or school district, the Borrower agrees that the amount of the semiannual Loan repayment shall not be raised by the levy of additional taxes and shall not be an obligation against tax revenues, but shall be obtained either from savings in energy costs resulting from the subject energy conservation projects or other legally available funds as the Borrower chooses.

B. Energy cost savings as determined by the Energy Commission are based on energy usage and serving utility rate schedules at the time the Loan application is submitted, except as specified in Special Conditions, if any, as detailed in this Agreement, and the information and data contained in the Borrower's loan application and technical study. The following will not affect the Energy Commission's initial finding of energy cost savings, and are not a basis for claiming a lack of energy savings: a) changes in energy use and/or rate schedules which occur after submittal of the Loan application,

Attachment: C20-058 California Energy Commission (8057 : Amendment to Loan Agreement with CEC)

except as specified in Special Conditions, if any, as detailed in this Agreement, b) deviations in the Project work scope from what was approved by the Energy Commission, c) changes in the Borrower's facility and/or equipment which occur after submittal of the Loan application, including, but not limited to maintenance, operations, schedules, employees and facility alterations and expansions, d) deviations, omissions or errors found in the loan application and technical study after submittal of the Loan application. The Borrower is responsible for ensuring the accuracy of the information contained in its loan application and technical study. In the event annual energy cost savings resulting from the Project, as determined by the Energy Commission, fail to equal or exceed the amount due under this Agreement, this Agreement may be renegotiated to assure that the repayment amount does not exceed the actual energy savings or avoided costs resulting from the Project, and the Promissory Note will be revised accordingly. In no event, however, will the number of semiannual installments payable hereunder and under the Promissory Note exceed forty.

C. The Borrower shall obtain and maintain in its records any and all permits and licenses required to install or operate the Project and shall comply with all local, state, and federal laws, rules and codes concerning the Project. The Borrower shall maintain the Project in good working order for the duration of the Loan and shall insure that staff members are provided appropriate training on the operation and maintenance of the Project. The Borrower shall maintain insurance on the Project and, in the event of any casualty loss covered by such insurance policy, apply the proceeds to the repair of the Project or, with the approval of the Energy Commission, may use the insurance proceeds to install alternate projects to generate alternative energy cost savings to repay the Loan.

D. The Borrower agrees to provide the Energy Commission with the following information for three years following completion of the Project, unless the Energy Commission requests a longer period: (1) the annual computation, required by Section 25414 of the Energy Conservation Assistance Act, of energy cost savings for the most recent fiscal year, calculated in the manner and provided in the format prescribed by the Energy Commission; and (2) any information or change in assumptions or operations which might affect the Energy Commission's initial determination of energy savings.

E. The Borrower authorizes any official or agent of the Energy Commission or the State to conduct physical inspections of the Project before the commencement; during construction, installation and implementation of the Project; and at any time prior to the complete repayment of the Loan. In each contract entered into with suppliers of goods and services to install, conduct, or operate the Project, including management services, the Borrower shall include terms which allow any officer or agent of the Energy

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Commission or the State access to the Project site and to any books, documents, or records directly relevant to the Project.

F. If, prior to final repayment of the Loan, the Borrower sells the equipment or material installed with the proceeds of the Loan or sells the building, facility or system in which the Project has been implemented, then the Borrower shall apply the sale proceeds to repay any remaining balance due under this Agreement in full at the time of such sale. The Borrower shall notify the Energy Commission within five business days of the date on which the Borrower enters into an agreement to effect such transaction. The Borrower shall repay the Energy Commission within 30 calendar days of receiving an invoice from the Energy Commission for the balance due.

G. In accordance with Section 25415 of the Energy Conservation Assistance Act, the Borrower covenants to take such action as may be necessary to include all payments due hereunder in its annual budget and to make the necessary annual appropriations for all such payments. The obligation of the Borrower to make such payments shall be limited to the savings realized by the Borrower as a result of implementing the Project funded by the Loan.

10. DEFAULT

A. The Borrower's failure to comply with any of the terms of this Agreement shall constitute a breach of this Agreement and an event of default. In such case, the Energy Commission may declare this Agreement to have been breached and be released from any further performance hereunder.

B. In the event of any default or breach of this Agreement by the Borrower, the Energy Commission, without limiting any of its other legal rights or remedies, may, to the extent permitted by law, declare the Promissory Note evidencing this Loan to be immediately due and payable.

11. TERMINATION

A. With Cause

The Energy Commission may, at its option, terminate this Agreement with cause in whole or in part, at any time prior to the funding of the Loan, upon giving five (5) days advance notice in writing to the Borrower. "Cause" includes without limitation:

1) Failure to perform or breach of any of the terms or covenants at the time and in the manner provided in this Agreement; or

Attachment: C20-058 California Energy Commission (8057 : Amendment to Loan Agreement with CEC)

2) Significant change in Energy Commission or State policy such that the work or product being funded would not be supported by the Energy Commission; or

3) Reorganization to a business entity unsatisfactory to the Energy Commission.

B. Without Cause

The Energy Commission may, at its option, terminate this Agreement without cause in whole or in part, at any time prior to the funding of the Loan, upon giving thirty (30) days advance notice in writing to the Borrower.

12. REPORTING

A. Progress reports are due each calendar quarter until Project completion. At a minimum, Borrower shall submit progress reports in accordance with the following schedule:

PROGRESS REPORT SCHEDULE

For the Period Covering	Report Due Date
January 1 through March 31	April 5th
April 1 through June 30	July 5th
July 1 through September 30	October 5th
October 1 through December 31	January 5th

B. A final report is due no later than (sixty) 60 days after Project completion.

C. The Energy Commission will not process an invoice unless the Borrower's report submittals are up to date.

D. If requested by the Energy Commission, Borrower shall submit, within ten (10) days after the Energy Commission's written request, a status report on its activities to date, pursuant to this Agreement.

E. Reports shall be in a format as determined by the Energy Commission.

F. The Borrower shall submit reports regarding energy savings as described in Section 9.D above.

13. GENERAL TERMS

A. Indemnification by the Borrower. The Borrower agrees to indemnify, defend, and save harmless the Energy Commission, the State, and their officers, agents, and employees from any and all claims, losses, or costs (including

Attachment: C20-058 California Energy Commission (8057 : Amendment to Loan Agreement with CEC)

reasonable attorney fees) arising out of, resulting from, or in any way connected with the Loan or this Agreement, or the financing or the operation of the facilities financed with the Loan.

B. Ownership of Equipment and Material. All equipment and material acquired under this Agreement shall become the property of the Borrower at time of purchase. The Borrower shall obtain and maintain in its records a written waiver of all claims, other than those previously made in writing and still unsettled, from each contractor who supplies goods and services, including management services, in connection with the Project.

C. Independent Capacity. The Borrower, and the agents and employees of the Borrower, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the Energy Commission or the State of California.

D. Assignment. Without the written consent of the Energy Commission, this Agreement is not assignable or transferable by the Borrower either in whole or in part. The Energy Commission may assign its rights under this Agreement for security purposes, and in such event the assignee of this Loan Agreement, including the bond trustee of any bonds which may be secured by repayment of this Loan, shall be entitled to enforce the provisions hereof and shall be a third party beneficiary of this Agreement.

E. Time of the Essence. Time is of the essence in this Agreement. Borrower is required to take timely actions which, taken collectively, move to completion of the purpose for which this Loan was awarded. The Commission Project Manager will periodically evaluate the progress toward completion. If the Commission Project Manager determines that the Borrower is not progressing toward completion within one (1) year after the effective date of this Agreement, the Commission Project Manager may, without penalty or prejudice to any of the Energy Commission's other remedies, terminate this Agreement.

F. Amendment. No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

G. Severability. In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

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H. Governing Law and Venue. This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California. Venue shall be in Sacramento County.

I. Non-discrimination. During the performance of this Agreement, the Borrower and its contractors and subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and family care leave. The Borrower and its contractors and subcontractors shall insure the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The Borrower and its contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this agreement by reference and made a part hereof as if set forth in full. The Borrower and its contractors and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. The Borrower and its contractors shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

J. Incorporation of Energy Conservation Assistance Act. The Energy Conservation Assistance Act, together with any applicable rules, regulations or procedures authorized by such statute, is incorporated by reference in this Agreement.

K. Borrower Authorization. The Borrower certifies it has full power and authority to enter into this Agreement, and this Agreement has been duly authorized, executed and delivered by the Borrower. The Borrower acknowledges the resolution of its governing body or other official action authorizing it to enter into this Agreement. The Borrower also authorizes such further acts as are necessary, including execution of the Promissory Note, to implement and further the intent of this Agreement.

L. Prevailing Wage. The Borrower shall comply with Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 of the Labor Code relating to the payment of prevailing wage for work performed on the Project financed in whole or in part with the proceeds of the Loan.

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M. Funding Eligibility. By signing this Agreement, Borrower certifies it is eligible to receive state funding under all applicable laws, including but not limited to Chapter 2.8 "Project Labor Agreements", of Part 1, of Division 2 of the Public Contract Code.

14. NOTICE

Any notice required to be given to the Energy Commission hereunder shall be sent to the person and address listed under Legal Notices in Exhibit G, Contacts, or at such other address as the Energy Commission may designate in writing to the Borrower. Any notice required to be given to the Borrower hereunder shall be sent to the address shown for Borrower in this Agreement, or at such other address as the Borrower shall designate in writing to the Energy Commission. Notice to either party may be given using the following delivery methods: U.S. mail, overnight mail, or personal delivery, providing evidence of receipt, to the respective parties identified in this Agreement. Delivery by fax or e-mail is not considered notice for the purposes of this Agreement. Notice shall be effective when received, unless a legal holiday for the State commences on the date of the attempted delivery in which case the effective date shall be postponed 24 hours, or whenever the next business day occurs.

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C20-058

EXHIBIT A
ATTACHMENT 1
BUDGET DETAIL/PROJECT COST AND SAVINGS

This loan is made to Colusa County (Borrower) for an energy savings project. The project consists of the energy efficiency and renewable energy measures listed in Table 1 below to be installed in Colusa County, California.

The table below summarizes the estimated project cost(s), saving(s) and simple payback(s) for the project.

Table 1: Project Summary

Project Measure / Location	Estimated Total Project Cost	Energy Commission Loan Amount	Estimated Annual Energy Cost Savings	Simple Payback* (Years)
Install 74 LED fixtures at the Williams Road Department	$36,066	$36,066	$7,527	4.8
Install a 30 kWdc Roof-Mounted Solar PV Array at the Williams Road Department	$107,593	$107,593	$9,978	10.8
Install 80 LED fixtures at the Williams Library	$15,890	$15,890	$1,390	11.4
Install 106 LED fixtures at the Plaza facility	$24,314	$24,314	$2,730	8.9
Replace three 3.5 ton package units and one wall-mount heat pump at the Plaza facility	$85,098	$23,475	$1,565	15.0
Replace one split-system with a 5 ton condenser and furnace	$15,688	$8,370	$558	15.0
Install 231 LED fixtures at the Colusa Library/E-health facility	$38,707	$38,707	$5,374	7.2
Replace one 5 ton, three 7.5 ton and one 10 ton package units at the Colusa Library/E-Health facility	$193,381	$75,030	$5,002	15.0
Install 433 LED fixtures at the Historic Courthouse	$66,961	$66,961	$9,909	6.8

Attachment: C20-058 California Energy Commission (8057 : Amendment to Loan Agreement with CEC)

Replace two 3 ton split systems, two 3 ton and one 4 ton package units at the Historic Courthouse	$76,525	$25,395	$1,693	15.0
Additional replacements of one 5 ton split systems, two 2.5 ton, one 3.5 ton and one 10 ton package units at the Historic Courthouse	$82,927	$30,045	$2,003	15.0
Install 223 LED fixtures at the Courthouse Annex	$57,169	$57,169	$7,491	7.6
Replace a 600,000 btu boiler system at the Courthouse Annex	$106,618	$62,577	$3,681	17.0
Install a 94 kWdc carport mounted PV array at the Courthouse Annex	$378,460	$378,460	$30,341	12.5
Install 249 LED fixtures at the Behavioral Health facility	$50,494	$50,494	$8,103	6.2
Replace three 2 ton, two 3 ton, two 3.5 ton, one 4 ton, one five 5 ton and three 6 ton package units at the Behavioral Health facility	$220,936	$66,240	$4,416	15.0
Install an 84 kWdc roof-mounted solar PV array at the Behavioral Health facility	$284,225	$284,225	$29,532	9.6
Install 188 LED fixtures at the Behavioral Health facility	$29,624	$29,624	$4,061	7.3
Install a 73 kWdc solar PV array at the Human Health Services facility	$236,080	$236,080	$24,288	9.7
Install a cool roof at the Behavioral Health facility	$137,234	$5,925	$395	15.0
TOTALS:	**$2,243,990**	**$1,622,640**	**$160,037**	**10.1 Years**

* The simple payback is based on the loan amount divided by the annual energy cost savings.

The Borrower shall implement each measure listed in Table 1.

If Borrower does not complete one or more of the measures or deviates from the quantities and specifications listed in Table 1, the California Energy Commission (CEC) Project Manager will calculate the maximum loan amount supported by the project. The loan amount will be determined by the lesser of: 1) multiplying the annual energy cost savings by 17 years; 2) total project costs; or 3) approved loan amount.

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The Borrower shall notify the CEC Project Manager in writing if Borrower expects any information in Table 1 to change. CEC staff will advise Borrower of the procedure to approve any changes. Written documentation is required for changes to the information included in this attachment.

If the Borrower has received disbursements exceeding the maximum loan amount supported by the project, the Borrower shall refund the difference to the CEC within 30 days of notification.

Attachment: C20-058 California Energy Commission (8057 : Amendment to Loan

EXHIBIT B

PROMISSORY NOTE

LOAN NUMBER: 020-19-ECI
PRINCIPAL AMOUNT: $1,622,640
INTEREST RATE: 1%

1. For value received, the undersigned, (hereinafter referred to as the "Borrower"), promises to pay to the order of the State of California, Energy Resources Conservation and Development Commission (hereinafter referred to as the "Energy Commission"), at its principal place of business at 1516 Ninth Street, Sacramento, California 95814, or at such other place as the Energy Commission may designate the principal sum of one million six hundred twenty two and six hundred forty dollars ($1,622,640) or such lesser amount as shall equal the aggregate amount disbursed to the Borrower by the Energy Commission pursuant to the above-referenced Energy Conservation Assistance Act Loan Agreement (the "Loan Agreement") between the Borrower and the Energy Commission, together with interest thereon at the rate of 1% percent per annum on the unpaid principal, computed from the date of each disbursement to the Borrower. Principal, together with interest thereon, is due and payable in semiannual installments as specified in the Estimated Amortization Schedule, attached hereto as Exhibit B, Attachment 1 and as amended in the Final Amortization Schedule, beginning on or before December 22 of the fiscal year following the year in which the Project is completed and continuing thereafter on each June 22 and December 22 until said principal and interest shall be paid in full. The Final Amortization Schedule, and any amended Final Amortization Schedule(s), are not attached but are expressly incorporated by reference herein.

2. Payments received will be first applied to billed interest, if any, and the balance, if any, to principal. If all principal is repaid, the balance is applied to accrued interest.

3. Payment of any scheduled installment received within thirty (30) days of the due date shall be considered to have been received on the due date. Interest on the principal portion of the payment accrues through the due date.

4. Payment of any scheduled installment received more than thirty (30) days after the due date shall be considered late. Interest on the principal portion of the payment accrues through the actual date payment is received.

5. The Borrower may prepay this Promissory Note in full or in part, without penalty.

6. In accordance with Section 25415 of the Energy Conservation Assistance Act, the Borrower covenants to take such action as may be necessary to include all payments due hereunder in its annual budget and to make the necessary annual

Attachment: C20-058 California Energy Commission (8057 : Amendment to Loan Agreement with CEC)

appropriations for all such payments. The obligation of the Borrower to make such payments shall be limited to the savings realized by the Borrower as a result of implementing the Project funded by the Loan.

7. If any installment is not paid within thirty (30) days after its due date, the Energy Commission, at its option, may require the Borrower to pay a late charge equal to five percent (5%) of the amount of the installment or Five Dollars ($5.00), whichever is greater.

8. On the occurrence of any event of default, the Energy Commission, at its sole election and without limiting any of its other legal rights or remedies, may, to the extent permitted by law, declare all or any portion of the principal and accrued interest on this Promissory Note to be immediately due and payable and may proceed at once without further notice to enforce this Promissory Note according to law.

9. Each of the following occurrences shall constitute an event of default:

   A. Failure of the Borrower to repay any principal or interest when due under the terms of this Promissory Note;

   B. Termination of the Loan Agreement pursuant to the terms thereof or breach by the Borrower of any terms of said Loan Agreement;

   C. Failure of the Borrower to undertake in a timely way the express and implied activities for which said Loan Agreement has been executed;

   D. Failure of the Borrower to obtain prior written Energy Commission approval before undertaking a change in the scope of the activities for which said Loan Agreement has been executed; or

   E. Occurrence of: (1) the Borrower becoming insolvent or bankrupt or being unable or admitting in writing its inability to pay its debts as they mature or making a general assignment for the benefit of or entering into any composition or arrangement with creditors; (2) proceedings for the appointment of a receiver, trustee, or liquidator of the assets of the Borrower or a substantial part thereof, being authorized or instituted by or against the Borrower; or (3) proceedings under any bankruptcy, reorganization, readjustment of debt, insolvency, dissolution, liquidation or other similar law, or any jurisdiction being authorized or instituted against the Borrower.

10. No delay or failure of the Energy Commission in the exercise of any right or remedy hereunder or under any other agreement which secures or is related hereto shall affect any such right or remedy, and no single or partial exercise of any such right or remedy shall preclude any further exercise thereof, and no action taken or omitted by the Energy Commission shall be deemed a waiver of any such right or remedy.

Attachment: C20-058 California Energy Commission (8057 : Amendment to Loan Agreement with CEC)

C20-058

11. Any notice to the Borrower provided for in this Promissory Note shall be given by mailing such notice by certified mail, return receipt requested, addressed to the Borrower at the address stated in the Loan Agreement, or to such other address as the Borrower may designate by notice to the Energy Commission. Any notice to the Energy Commission shall be given by mailing such notice by certified mail, return receipt requested, to the Energy Commission at the address stated in the Loan Agreement, or at such other address as may have been designated by notice to the Borrower.

12. If suit is brought to collect any part of this Promissory Note, the Energy Commission shall be entitled to collect all reasonable costs and expenses of said suit and any appeal therefrom, including reasonable attorney's fees.

13. This Promissory Note shall be binding upon the Borrower and its permitted successors and assigns and upon the Energy Commission and its permitted successors and assigns. Without the written consent of the Energy Commission, this Promissory Note is not assignable or transferable by the Borrower either in whole or in part. The Energy Commission may assign its rights under this Promissory Note for security purposes, and in such event the assignee of this Promissory Note, including the bond trustee of any bonds which may be secured by repayments of this Promissory Note, shall be entitled to enforce the provisions hereof and shall be a third party beneficiary of this Promissory Note.

14. This Promissory Note shall be construed and enforced in accordance with the laws of the State of California.

Colusa County
BORROWER

WENDY G. TYLER
PRINTED NAME OF AUTHORIZED REPRESENTATIVE

Wendy G Tyler
AUTHORIZED SIGNATURE

COUNTY ADMINISTRATIVE OFFICER
TITLE

07/07/2020
DATE

Attachment: C20-058 California Energy Commission (8057 : Amendment to Loan Agreement with CEC)

C20-058

State of California

Energy Resources Conservation
and Development Commission
1516 Ninth Street
Sacramento, California 95814-5512

Estimated Loan Amortization Table

Loan Number:	**020-19-ECI**	Number of Payments:	**22**
Recipient:	**County of Colusa**	Estimated Disbursement Date:	**12/30/2021**
Loan Amount:	**$1,622,640.00**	Estimated Project Completion Date:	**12/31/2021**
Interest Rate:	**1.00 %**	Annual Energy Savings:	**$160,037.00**

Trans #	Payment Date	Accrued Interest	Payment Amount	Interest Payment	Principal Payment	Principal Balance
Disbursement 1	12/30/2021	$0.00	($1,622,640.00)	$0.00	($1,622,640.00)	$1,622,640.00
Payment 1	12/22/2022	$15,870.75	$78,445.38	$15,870.75	$62,574.63	$1,560,065.37
Payment 2	6/22/2023	$7,778.96	$78,445.38	$7,778.96	$70,666.42	$1,489,398.95
Payment 3	12/22/2023	$7,467.40	$78,445.38	$7,467.40	$70,977.98	$1,418,420.97
Payment 4	6/22/2024	$7,111.54	$78,445.38	$7,111.54	$71,333.84	$1,347,087.12
Payment 5	12/22/2024	$6,753.89	$78,445.38	$6,753.89	$71,691.49	$1,275,395.63
Payment 6	6/22/2025	$6,359.51	$78,445.38	$6,359.51	$72,085.87	$1,203,309.76
Payment 7	12/22/2025	$6,033.03	$78,445.38	$6,033.03	$72,412.35	$1,130,897.41
Payment 8	6/22/2026	$5,639.00	$78,445.38	$5,639.00	$72,806.38	$1,058,091.03
Payment 9	12/22/2026	$5,304.95	$78,445.38	$5,304.95	$73,140.43	$984,950.59
Payment 10	6/22/2027	$4,911.26	$78,445.38	$4,911.26	$73,534.12	$911,416.48
Payment 11	12/22/2027	$4,569.57	$78,445.38	$4,569.57	$73,875.81	$837,540.66
Payment 12	6/22/2028	$4,199.18	$78,445.38	$4,199.18	$74,246.20	$763,294.46
Payment 13	12/22/2028	$3,826.93	$78,445.38	$3,826.93	$74,618.45	$688,676.01
Payment 14	6/22/2029	$3,433.95	$78,445.38	$3,433.95	$75,011.43	$613,664.57
Payment 15	12/22/2029	$3,076.73	$78,445.38	$3,076.73	$75,368.65	$538,295.92
Payment 16	6/22/2030	$2,684.11	$78,445.38	$2,684.11	$75,761.27	$462,534.65
Payment 17	12/22/2030	$2,319.01	$78,445.38	$2,319.01	$76,126.37	$386,408.28
Payment 18	6/22/2031	$1,926.75	$78,445.38	$1,926.75	$76,518.63	$309,889.65
Payment 19	12/22/2031	$1,553.69	$78,445.38	$1,553.69	$76,891.69	$232,997.96
Payment 20	6/22/2032	$1,168.18	$78,445.38	$1,168.18	$77,277.20	$155,720.76
Payment 21	12/22/2032	$780.74	$78,445.38	$780.74	$77,664.64	$78,056.12
Payment 22	6/22/2033	$389.21	$78,445.33	$389.21	$78,056.12	$0.00

Attachment: C20-058 California Energy Commission (8057 : Amendment to Loan Agreement with CEC)

Exhibit C

Contacts

Energy Commission Project Manager: Barry McLeod California Energy Commission 1516 Ninth Street, MS-23 Sacramento, CA 95814 Phone: (916) 654-3911 Fax: (916) 654-4304 e-mail: barry.mcleod@energy.ca.gov	**Applicant Project Manager:** Brent Dobson Operations Manager Aircon Energy, Inc. 830 W. Stadium Lane Sacramento, CA 95834 Office Phone: (916) 922-2004 Mobile Phone: (916) 402-6274 Fax: (906) 922-6481 email: bdobson@airconenergy.com
Energy Commission Loan Officer: California Energy Commission 1516 Ninth Street, MS-18 Sacramento, CA 95814	**Applicant Administrator:** Wendy Tyler 547 Market St., Suite 102 Colusa, CA 95932 Phone: (530) 458-0707 Fax: (530) 458-0510 e-mail: wtyler@countyofcolusa.com
Energy Commission Accounting Officer: California Energy Commission 1516 Ninth Street, MS-2 Sacramento, CA 95814	**Applicant Accounting Officer:** Kaline Moore 250 5th Street Colusa, CA 95932 Phone: (530) 458-0739 Fax: (530) 458-0425 e-mail: kmoore@countyofcolusa.com
Energy Commission Legal Notice: Grants and Loans Office Manager 1516 9th Street, MS-18 Sacramento, CA 95814-5512	

Attachment: C20-058 California Energy Commission (8057 : Amendment to Loan

C20-058

State of California
Financial Information System for California (FI$Cal)

GOVERNMENT AGENCY TAXPAYER ID FORM

2000 Evergreen Street, Suite 215
Sacramento, CA 95815
www.fiscal.ca.gov
1-855-347-2250

FI$Cal
Financial Information System for California

The principal purpose of the information provided is to establish the unique identification of the government entity.

Instructions: You may submit one form for the principal government agency and all subsidiaries sharing the same TIN. Subsidiaries with a different TIN must submit a separate form. Fields bordered in red are required. Hover over fields to view help information. Please print the form to sign prior to submittal. You may email the form to: vendors@fiscal.ca.gov, or fax it to (916) 576-5200, or mail it to the address above.

Principal Government Agency Name: COUNTY OF COLUSA

Remit-To Address (Street or PO Box): 547 MARKET ST., SUITE 102

City: COLUSA State: CA Zip Code+4: 95932

Government Type:
- ☐ City
- ☐ Special District
- ☐ Other (Specify)
- ☑ County
- ☐ Federal

Federal Employer Identification Number (FEIN): 94-6000508

List other subsidiary Departments, Divisions or Units under your principal agency's jurisdiction who share the same FEIN and receives payment from the State of California.

Dept/Division/Unit Name	Complete Address
Department of Public Works	1215 Market St. Colusa, CA 95932
Health and Human Services Department	251 E Webster St. Colusa, CA 95932
Behavioral Health Department	162 E. Carson St. Colusa, CA 95932
Sheriff's Department	929 Bridge St. Colusa, CA 95932

Contact Person: Wendy G. Tyler Title: County Administrative Officer

Phone number: 530-458-0737 E-mail address: wtyler@countyofcolusa.org

Signature: [signature] Date: 07/07/2020

Attachment: C20-058 California Energy Commission (8057 : Amendment to Loan Agreement with CEC)

COUNTY ADMINISTRATIVE OFFICE
CLERK OF THE BOARD OF SUPERVISORS

CAO/CLERK OF THE BOARD

Wendy G. Tyler, CAO/Clerk of the Board

Ann Nordyke, Chief Deputy Clerk of the Board

SUPERVISORS

J. Merced Corona District I

John D. Loudon, District II

Kent S. Boes, District III

Gary J. Evans, District IV

Denise J. Carter, District V

July 7, 2020

VIA EMAIL Crystal.Presley-Willis@energy.ca.gov

Crystal Presley-Willis
California Energy Commission
Commission Agreement Officer
1516 Ninth Street, MS-18
Sacramento, California 95814

RE: Agreement No. 020-19-ECI

Dear Ms. Presley-Willis:

Enclosed are the following documents:

1. Executed CEC-142 form – Loan Agreement (without attachments)
2. Executed Exhibit B – Promissory Note
3. Revised Exhibit C – Contacts showing correct Applicant Project Manager
4. Executed Government Agency Taxpayer ID Form

Please provide me with a copy of the Loan Agreement once it has been executed by Ms. Winuk.

Should you have any questions or require further information, please contact me at (530) 458-0737 or by email at wtyler@countyofcolusa.org.

Sincerely,

WENDY G. TYLER
County Administrative Officer

:wgt
Enc.

cc via email: Barry McLeod
Andy Roth

547 Market Street, Suite 102 ✦ Colusa, CA 95932 ✦ (530) 458-0508 ✦ (530) 458-0510 fax ✦
boardclerk@countyofcolusa.org

Attachment: C20-058 California Energy Commission (8057 : Amendment to Loan Agreement with CEC)

COUNTY OF COLUSA, CA 2.10

Request For County Board of Supervisors Action

MEETING DATE: **December 14, 2021**

DEPARTMENT: **County Counsel**

FROM: **Richard Stout**

SUBJECT: **Legal Services Agreement with Prentice Long, PC**

Approve contract with **Prentice Long, PC** for litigation services, effective November 23, 2021.

Detailed Description/Background of request

At the Board of Supervisors meeting on November 23, 2021, the Board authorized County Counsel to retain the law firm of Prentice Long, PC to initiate litigation on behalf of the County of Colusa.

Prior Board Action

The Board previously authorized the retention of this law firm during closed session. This agreement will formalize the retention.

Fiscal Impact/Funding Source

The fiscal impact is unknown at this time and any funds used will be from the general fund.

Action for the Clerk

ATTACHMENTS:

- County of Colusa - Legal Services Agreement Litigation (DOCX)

LEGAL SERVICES AGREEMENT BETWEEN
THE COUNTY OF COLUSA AND PRENTICE|LONG, PC

THIS AGREEMENT for legal services is entered into by and between the County of Colusa, a political subdivision of the State of California ("County"), and Prentice|Long, PC ("Law Firm"), effective November 23, 2021 ("the Effective Date'").

SECTION 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Law Firm shall provide to County the services described in the Scope of Work attached hereto and incorporated herein as Exhibit A at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the agreement shall prevail.

1.1 Terms of Services. The term of this Agreement shall begin on the Effective Date and shall end on July 1, 2024 and law firm shall complete the work described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated, as provided for in Section7. The time provided to Law Firm to complete the services required by the Agreement shall not affect the County's right to terminate the Agreement, as provided for in Section 7.1.

1.2 Standard of Performance Law Firm shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Law Firm is engaged in the geographical area in which Law Firm practices its profession. Law Firm shall prepare all work products required by this Agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in Law Firm's profession.

1.3 Assignment of Personnel. Law Firm shall assign only competent personnel to perform services pursuant of this agreement. In the event that County, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Law Firm shall, immediately upon receiving notice from County of such desire of County, reassign any such persons. Margaret E. Long is assigned as the primary contact.

1.4 Time. Law Firm shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.2 above and to satisfy Law Firm's obligations hereunder.

SECTION 2. COMPENSATION. County hereby agrees to pay Law Firm a sum not to exceed the amounts described in Exhibit B, notwithstanding any contrary indications that may be contained in Law Firm's proposal, for services to be performed and reimbursable costs incurred under this agreement. In the event of a conflict between this Agreement and Law Firm's proposal regarding the amount of compensation, the Agreement shall prevail. County shall pay Law Firm for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from County to Law Firm for services rendered pursuant to this Agreement. Law Firm shall submit all invoices to County in the manner specified herein. Except as specifically authorized by County, Law Firm shall not bill County for duplicate services performed by more than one person.

Attachment: County of Colusa - Legal Services Agreement Litigation [Revision 1] (8077 : Legal Services Agreement)

Law Firm and County acknowledge and agree that compensation paid by the County to Law Firm under this agreement is based upon Law Firm's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Law Firm. Consequently, the parties further agree that compensation hereunder is intended to include the cost of contributions to any pensions and/or annuities to which the Law Firm and its employees, agents, and subcontractors may be eligible. County therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2.1 Invoices. Law Firm shall submit invoices, not more often than once a month during the term of this agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At County's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense; and
- The total number of hours of work performed under the Agreement by Law Firm.

2.2 Monthly Payment. County shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. County shall have 60 days from the receipt of an invoice that complies with all of the requirements above to pay Law Firm.

2.3 Total Payment. County shall pay for the services to be rendered by Law Firm pursuant to this Agreement. County shall not pay any additional sum for any expense or cost whatsoever incurred by Law Firm in rendering services pursuant to this Agreement. County shall may no payment for any extra, further, or additional services pursuant to this agreement.

In no event shall Law Firm submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the Submission of such invoice by a properly executed change order or amendment approved by the County Administrative Officer.

2.4 Fees. Fees for work performed by Law Firm on an hourly basis shall not exceed the amounts shown on the Compensation Schedule attached hereto and incorporated herein as Exhibit B.

2.5 Reimbursable Expenses. Reimbursable expenses are specified in Exhibit B, and expenses not listed in Exhibit B are not chargeable to the County.

Attachment: County of Colusa - Legal Services Agreement Litigation [Revision 1] (8077 : Legal Services Agreement)

2.6 Payment of Taxes. Law Firm us solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

2.7 Payment upon Termination. In the event that the County or Law Firm terminates this Agreement pursuant to Section 7 of this Agreement, the County shall compensate the Law Firm for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Law Firm shall maintain adequate logs and timesheets in order to verify costs incurred to that date.

2.8 Authorization to Perform Services. Except as expressly provided in the Agreement, Law Firm is not authorized to perform any services or incur any costs whatsoever without receipt of authorization from the County Administrative Officer.

SECTION 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Law Firm shall, at its sole cost and expense, provide facilities and equipment that may be necessary to perform the services required by this Agreement. County shall make available to Law Firm only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

County shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Law Firm's use while consulting with County employees and reviewing records and the information in possession of the County. The location, quantity and time of furnishings those facilities shall be in the sole discretion of the County. In no event shall the County be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long distance telephone or other communication charges, vehicles, and reproduction of facilities.

SECTION 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Law Firm, at its own cost and expense, shall procure and maintain professional malpractice insurance in the amount of not less than $2 million per occurrence throughout the term of this Agreement. Law Firm shall provide proof satisfactory to County of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects to the County, and that such insurance is in effect prior to commencing work under this Agreement. Law Firm shall maintain the insurance policy required by this section throughout the term of this Agreement. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution.

4.1 Variation. The County may approve a variation in the insurance requirements, upon a determination that the coverage, scope, limit, and form of such insurance is either not commercially available, or that the County's interests are otherwise fully protected.

4.2 Notice of Reduction in Coverage. In the event that any coverage required by this section is reduced, limited, or materially affected in any other manner, Law Firm shall provide written notice to County at Law Firm's earliest possible opportunity and in no case later than five says after Law Firm is notified of the change in coverage.

Attachment: County of Colusa - Legal Services Agreement Litigation [Revision 1] (8077 : Legal Services Agreement)

4.3 Remedies. In addition to any other remedies County may have if Law Firm fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, County may, at its sole option, exercise any of the following remedies, which are alternatives to other remedies County may have and are not the exclusive remedy for Law Firm's breach:

4.3.1 Order Law Firm to stop work under this Agreement or withhold any payment that becomes due to Law Firm hereunder, or both stop work and withhold any payment, until Law Firm demonstrates compliance with the requirements hereof; and/or

4.3.2 Terminate this Agreement.

SECTION 5. STATUS OF LAW FIRM.

5.1 Independent Contractor. At all times during the term of this Agreement, Law Firm shall be an independent contractor and shall not be an employee of County. County shall have the right to control Law Firm insofar as the results of Law Firm's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise County shall not have the right to control the means by which Law Firm accomplishes services rendered pursuant to this Agreement. Notwithstanding any other County, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Law Firm and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to any compensation, benefit, or any incident of employment by County, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of County and entitlement to any contribution to be paid by County of employer contributions and/or employee contributions for PERS benefits.

5.2 Law Firm, Not Agent. Except as County may specify in writing or as provided by law, Law Firm shall have no authority, express or implied, to act on behalf of County in any capacity whatsoever as an agent. Law Firm shall have no authority, express or implied, pursuant to this Agreement to bind County to any obligation whatsoever.

5.3 California Tort Claims Act. Notwithstanding the foregoing provisions, should Law Firm or any of its attorneys, professionals, or staff be named as parties to any civil action or administrative proceedings brought by any third party, based on advice the Firm or such individuals have given to County or actions they have taken on behalf of the County, the County shall defend and indemnify Law Firm and such individuals in the same manner in which it must defend County Employees pursuant to the California Tort Claims Act, California Government Code section 810 *et seq.* However, the County shall have no duty to defend or indemnify Law Firm or any of its attorneys, professionals, or staff if the advice given or actions taken did not occur within the course and scope of their duties under this Agreement.

SECTION 6. LEGAL REQUIREMENTS

6.1 Governing Law. The laws of the State of California shall govern this Agreement.

Attachment: County of Colusa - Legal Services Agreement Litigation [Revision 1] (8077 : Legal Services Agreement)

6.2 Compliance with Applicable Law. Law Firm and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.

6.3 Other Governmental Regulations. To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Law Firm and any subcontractors shall comply with all applicable rules and regulations to which County is bound by the terms of such fiscal assistance program.

6.4 Licenses and Permits. Law Firm represents and warrants to County that Law Firm and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Law Firm represents and warrants to County that Law Firm and its employees, agents, any subcontractors shall at their sole cost and expense, keep in effect at all times during the term of this Agreement ant licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Law Firm and any subcontractors shall obtain and maintain during the term of this Agreement valid business licenses from County.

6.5 Nondiscrimination and Equal Opportunity. Law Firm shall not discriminate, on the basis of a person's race, religion, color, national origin age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Law Firm under this Agreement. Law Firm shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement.

SECTION 7. TERMINATION AND MODIFICATION.

7.1 Termination. County may cancel this Agreement at any time and without cause upon written notification to Law Firm.

Law Firm may cancel this Agreement upon 60 days written notice to County and shall include in such notice the reasons for cancellation.

In the event of termination, Law Firm shall be entitled to compensation for services performed to the effective date of termination; County, however, may condition payment of such compensation upon Law Firm delivering to County any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Law Firm or prepared by or for Law Firm or the County in connection with this Agreement.

7.2 Amendments. The parties may amend this Agreement only by a writing signed by all the parties.

Attachment: County of Colusa - Legal Services Agreement Litigation [Revision 1] (8077 : Legal Services Agreement)

7.3 Assignment and Subcontracting. County and Law Firm shall recognize and agree that this Agreement contemplates personal performance by Law Firm and is based upon a determination of Law Firm's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to County for entering into this Agreement was and is the professional reputation and competence of Law Firm. Law Firm may not assign the Agreement or any interest therein without the prior written approval of the Contract Administrator. Law Firm shall not subcontract any portion of the performance contemplated and provided herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

7.4 Survival. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between County and Law Firm shall survive the termination of this Agreement.

7.5 Options Upon Breach by Law Firm. If Law Firm materially breaches any of the terms of this Agreement, County's remedies shall include, but not be limited to the following:

7.5.1 Immediately terminate the Agreement;

7.5.2 Retain the plans, specifications, memoranda, correspondence, and any other work product prepared by Law Firm pursuant to this Agreement; or

7.5.3 retain a different Law Firm to complete the work described in Exhibit A not finished by Law Firm.

SECTION 8. KEEPING AND STATUS OF RECORDS.

8.1 Records Created as Part of Law Firm's Performance. All reports, data, maps, models, charts, studies, photographs, memoranda, plans, specifications, records, files or any other documents or materials, in electronic or any other form, that Law Firm prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the County. Law Firm hereby agrees to deliver those documents to the County upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the County and are not necessarily suitable for any further or other use. County and Law Firm agree that, until final approval by County, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.

8.2 Law Firm's Books and Records. Law Firm 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 the County under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Law Firm to this Agreement.

Attachment: County of Colusa - Legal Services Agreement Litigation [Revision 1] (8077 : Legal Services Agreement)

8.3 Inspection and Audit of Records. Any records or documents that Section 9.2 of this Agreement requires Law Firm to maintain shall be made available for inspection, audit, and/or copying at any time during business hours, upon oral or written request of the County.

SECTION 9. MISCELLANEOUS PROVISIONS.

9.1 Attorney's Fees. If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relied to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

9.2 Venue. In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the Superior Court for the County of Colusa.

9.3 Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjusted shall remain in full force and effect. The individuality in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provisions of this Agreement.

9.4 No Implied Waiver of Breach. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

9.5 Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.

9.6 Conflict of Interest. Law Firm may serve other clients, but none whose activities within the corporate limits of County or whose business, regardless of location, would place Law Firm in a "conflict of interest," as that term is defined in the rules of professional responsibility governing Law Firm's professionalism, unless such conflict may be waived by County and County chooses to waive such conflict in writing.

Law Firm shall not employ any County official in the work performed to this Agreement. No officer or employee of County shall have any financial interest in this Agreement that would violate California Government Code Sections 1090, *et seq.*

Law Firm hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the County. If Law Firm was an employee, agent, appointee, or official of the County in the previous twelve months, Law Firm warrants that it did not participate in any manner in the forming of this Agreement. Law Firm understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and Law Firm will not be entitled to any compensation for services performed pursuant to

Attachment: County of Colusa - Legal Services Agreement Litigation [Revision 1] (8077 : Legal Services Agreement)

this Agreement, including reimbursement of expenses, and Law Firm will be required to reimburse the County for any sums paid to the Law Firm. Law Firm understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

9.8 Solicitation. Law Firm agrees not to solicit business at any meeting, focus group, or interview related to this Agreement either orally or through any written materials.

9.9 Notices.

Any written notices to Law Firm shall be sent to:

Prentice|Long, PC
Margaret Long
2240 Court St.
Redding, CA 96001

Attachment: County of Colusa - Legal Services Agreement Litigation [Revision 1] (8077 : Legal Services Agreement)

Any written notices to County shall be sent to:

Wendy Tyler
County Administrative Officer
547 Market St STE 102
Colusa, CA 95932

9.10 Integration. This Agreement, including the attachments, represents the entire and integrated agreement between County and Law Firm and supersedes all prior negotiations representations, or agreements, either written or oral.

9.11 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

9.12 Authorized Signature. Each person and party signing this Agreement warrants that he/she has the authority to execute this Agreement on behalf of the principal and that the party will be bound by such signature.

The parties have executed this Agreement as of the Effective Date.

COUNTY

COUNTY OF COLUSA,
a political subdivision of the state of California

By: _____
Gary J. Evans, Chair
Board of Supervisors

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

_____
Patricia Rodriguez, Deputy

APPROVED AS TO FORM:

_____
Richard Stout, County Counsel

LAW FIRM

Prentice|Long, PC

By: _____
Margaret E. Long, Partner

Attachment: County of Colusa - Legal Services Agreement Litigation [Revision 1] (8077 : Legal Services Agreement)

EXHIBIT A
Scope of Work

The following services shall be provided under this Agreement:

- Handle litigation as assigned by the Colusa County Board of Supervisors.

Attachment: County of Colusa - Legal Services Agreement Litigation [Revision 1] (8077 : Legal Services Agreement)

Exhibit B

COMPENSATION

County shall compensate Law Firm as follows:

Other Services

Attorney Rate – Litigation	$200.00/hour
Paralegal Rate – Litigation	$80.00/hour

Necessary Travel charged at one-half of applicable hourly rate from Redding Office.

Costs and Expenses

Voluminous Duplication or Printing (charged for each page beyond 350 pages in any month)	$0.10/page
Travel expenses for approved, non-standard trips related to attendance of regular County meetings, office hours, and appointments	Best available rate for overnight stays and meal diems at County policy and IRS
extraordinary postage or overnight delivery costs when expedited delivery is necessary	Actual Cost
Necessary costs incurred for the following:	Actual Cost

- Court filing fees
- Courtcall expenses
- Attorney services (includes services of process fees, arbitrators, and mediators)
- Messenger services
- Westlaw research outside of our prepaid service fee
- Fed-ex, OnTrac Overnight, o other one-day delivery services
- Reasonable travel expenses and parking fees for court appearances, dispositions, arbitrations, mediations, and other necessary appointments
- Actual costs for large reproduction projects if performed by an outside service, or $0.10 per page if performed in-house
- Any other expenses not listed above that becomes necessary for the successful resolution of a particular litigation matter.

Attachment: County of Colusa - Legal Services Agreement Litigation [Revision 1] (8077 : Legal Services Agreement)

COUNTY OF COLUSA, CA **2.11**

Request For County Board of Supervisors Action

MEETING DATE:	**December 14, 2021**
DEPARTMENT:	**Human Resources**
FROM:	**Ann Nordyke**
SUBJECT:	**Reconsider Resolution Establishing Temporary Personnel Policies**

Reconsider Resolution No. 20-008, an Interim Resolution Establishing Temporary Personnel Policies due to COVID-19.

Detailed Description/Background of request

Absent a modification from the Board, this is the last time this Resolution shall be reconsidered as all remaining terms sunset on January 1, 2022.

On March 24, 2020 the Board adopted Resolution No. 20-008 Establishing Temporary Additional Personnel Policies for County Employees in response to issues related to the COVID-19 Pandemic. The temporary policies include the ability to telecommute in some instances, to borrow up to 80 hours of sick leave upon exhaustion of all leave, and modifies the requirement for physician's note for absences longer than 3 days. The paid administrative leave provision expired March 31st, and employees are now utilizing leave balances for absences.

On April 7, 2020 the Board made a minor change to the Resolution adding the following words in Section 4: "or are absent for any COVID-19 purpose"

On August 4, 2020 a change to the resolution was made pertaining to the hours of work limitation for extra-help employees. The 28-hour per week limitation for extra help employees was lifted for all County departments, if COVID-19 related, with the approval of the Human Resources Director in consultation with the County Administrative Officer.

On August 18, 2020 the Board reconsidered/extended the resolution and added language to the resolution pertaining to bereavement leave for Colusa County Employees' Association (CCEA) employees.

On December 15, 2020 the resolution was modified to allow Department Heads to waive employee vacation accrual caps if the employee is unable to take time off due to COVID-19 related workload.

On January 5, 2021 the resolution was modified to ensure provision of continued paid

administrative leave in light of the expiration of the FFRCA and SPSL on December 31, 2020.

On March 30, 2021 the resolution was modified to update the temporary policy in compliance with Labor Code section 248.2 significant new obligations related to the provision of paid leave for reasons related to COVID-19.

On September 14, 2021 the resolution was modified by striking/deleting Paragraph No.'s 5 & 6, and adding a sunset date of January 1, 2022 for all other provisions.

Prior Board Action

November 23, 2021 reconsidered/extended Resolution with no changes.

November 9, 2021 reconsidered/extended Resolution with no changes.

October 26, 2021 reconsidered/extended Resolution with no changes.

October 12, 2021 reconsidered/extended Resolution with no changes.

September 28, 2021 reconsidered/extended Resolution with no changes.

September 14, 2021 reconsidered/extended Resolution with changes. Deleted Paragraph No.'s 5 & 6, and added a sunset date of January 1, 2022.

August 31, 2021 reconsidered/extended Resolution with no changes.

August 17, 2021 reconsidered/extended Resolution with no changes.

August 3, 2021 reconsidered/extended Resolution with no changes.

June 22, 2021 reconsidered/extended Resolution with no changes.

June 8, 2021 reconsidered/extended Resolution with no changes.

May 25, 2021 reconsidered/extended Resolution with no changes.

May 11, 2021 reconsidered/extended Resolution with no changes.

April 27, 2021 reconsidered/extended Resolution with no changes.

April 13, 2021 reconsidered/extended Resolution with no changes.

March 30, 2021 reconsidered/extended Resolution update temporary policy in compliance with Labor Code section 248.2 significant new obligations related to provision of paid leave for reason related to COVID-19.

March 16, 2021 reconsidered/extended Resolution with no changes.

March 2, 2021 reconsidered/extended Resolution with no changes.

February 16, 2021 reconsidered/extended Resolution with no changes.

February 2, 2021 reconsidered/extended Resolution with no changes.

January 19, 2021 reconsidered/extended Resolution with no changes.

January 5, 2021 reconsidered/extended Resolution added language in Section 2 and 3.

December 15, 2020 reconsidered/extended Resolution and made a change allowing waiver of vacation accrual cap in certain instances.

November 24, 2020 reconsidered/extended Resolution with no changes

November 10, 2020 reconsidered/extended Resolution with no changes

October 27, 2020 reconsidered/extended Resolution with no changes

October 13, 2020 reconsidered/extended Resolution with no changes

September 29, 2020 reconsidered/extended Resolution

September 15, 2020 reconsidered/extended Resolution

September 1, 2020 reconsidered/extended Resolution

August 18, 2020 reconsidered/extended Resolution and added language pertaining to bereavement leave for employees.

August 4, 2020 reconsidered/extended the Resolution for 30 days and lifted the 28-hour per week limitation for extra help employees for all County departments, if COVID-19 related, with the approval of the Human Resources Director in consultation with the County Administrative Officer.

June 30, 2020 reconsidered/extended the Resolution 35 days

June 2, 2020 reconsidered/extended the Resolution

May 5, 2020 reconsidered/extended the Resolution

April 21, 2020 reconsidered/extended the Resolution

April 7, 2020 the Board approved minor change to the Resolution by adding "or are absent for any COVID-19 purpose" to Resolution No. 20-008

March 24, 2020 Resolution 20-008 was adopted

Fiscal Impact/Funding Source
Unknown at this time since COVID related expenses vary based on need.

Action for the Clerk
None

ATTACHMENTS:

- 09-14-21 Executed Temporary Personnel Policies 20-008 (PDF)

RESOLUTION NO. 20-008

RESOLUTION OF THE COLUSA COUNTY BOARD OF SUPERVISORS ESTABLISHING TEMPORARY ADDITIONAL PERSONNEL POLICIES

WHEREAS, the world is experiencing a pandemic related to the COVID-19 (Corona Virus);

WHEREAS, the Governor of the State of California has declared a statewide emergency related to COVID-19;

WHEREAS, the United States Center for Disease Control, the California Department of Public Health, and the Governor have issued guidelines to help prevent the spread of COVID-19 (Guidelines);

WHEREAS, school districts in the County have temporarily suspended school or are engaging in on-line instruction in an effort to prevent the spread of COVID-19;

WHEREAS, school closures may potentially impact certain County employees to the extent they have to care for children who would normally be in school;

WHEREAS, the Board of Supervisors finds that it is in the best interest of the citizens and employees of the County to take temporary measures to help prevent the spread of COVID-19 and mitigate the impact on potentially affected employees.

NOW, THEREFORE, BE IT RESOLVED that the following temporary personnel policies are implemented:

1. Appointing authorities, with the concurrence of the County Administrative Officer (CAO) and the Human Resources Director, may in their discretion allow select employees to temporarily work remotely, to the extent those employees can remotely perform the essential functions of their job, and the remote work is consistent with issued Guidelines to prevent the spread of COVID-19;

2. Employees who have come into verifiable contact with COVID-19 and have been ordered by the Public Health Officer to self-quarantine, are following state orders to self-quarantine, or those employees who are ill or exhibiting COVID-19 symptoms, shall self-quarantine for the length of time ordered by the Public Health Officer, their doctor, State orders, or in the absence of any such direction until they have been cleared to return to work based on the return to work protocols set forth by the Human Resources Department in accordance with the Department Head Guidance. Employees who do not qualify to work from home under this resolution shall be required to use sick leave or vacation leave during the applicable period;

3. In the event of a COVID-19 workplace exposure, asymptomatic employees who have been identified as a "close contact" may receive, subject to the approval of the Human Resources Director, up to 10 working days of Paid Administrative Leave during their quarantine

Attachment: 09-14-21 Executed Temporary Personnel Policies 20-008 (8076 : Reconsider Resolution 20-008)

period. "Close contact" as used in this document means: an individual who interacted with a person who tested positive for COVID-19, and was in close proximity of less than 6 feet for a cumulative total of 15 or more minutes over a 24-hour period during the infectious period (48 hours prior to the onset of symptoms or a positive COVID-19 test);

4. Employees who have expended all their leave balances and who are required to self-quarantine or are absent for any COVID-19 related purpose may request to take leave without pay in accordance with existing County policy. Alternatively, the Board authorizes, subject to the approval of the County Administrative Officer and Human Resources Director in each case, the advancement of up to eighty (80) hours of sick leave, which will be made up by a percentage reduction in sick leave accruals over a 3 year period following the last advancement. Employees requesting a sick leave advancement are required to acknowledge in writing that any such advancement not made up during the term of their employment would constitute a debt owed the County and they further authorize the deduction from their final paycheck any monies due and owing the County upon ceasing County employment. Advances made under this resolution will be coordinated between the Payroll unit and the Human Resources Department;

~~5. Employees who are required to self-quarantine or shelter in place under an order by the Public Health Officer or the California Department of Health, or who due to a school closure or other event attributable to COVID-19 are required to remain at home to care for their child, will not be required to expend any accrued leave balances or suffer a loss in pay attributable to leave, during the month of March 2020.~~

~~6. Employees who are unable to work or telework due to a COVID-19 related quarantine, isolation period, vaccination, or illness involving themselves or a family member are entitled to COVID-19 supplemental paid sick leave, as set forth more specifically in California labor Code section 248.2.~~

7. Under these temporary policies and directives, the Human Resources Director to the extent permitted by law, may require the employee obtain medical or other factual certification supporting any remote work requests, leave requests, or leave advancements. Appointing authorities with the concurrence of the Human Resources Director and based on the facts and circumstances of any absence, may waive any requirement to provide a doctor's statement upon return to work under Colusa County Code section 45.8.5.9;

8. The Board of Supervisors will reconsider this resolution during each regularly scheduled Board meeting following adoption and absent further Board action this resolution and these temporary provisions will expire within thirty (30) days from enactment; and

9. The Human Resources Director, working through the County's labor negotiator, shall establish contact with the five bargaining unit representatives to assure labor concurrence or receive suggested modifications of these temporary policies. All personnel policies, rules, code provisions, or regulations not directly affected by this resolution shall remain in full force.

10. The Human Resources Director, in consultation with the County Administrative Officer, may waive the 28-hour per week limitation for Covid-19 related extra help positions for any County department.

Attachment: 09-14-21 Executed Temporary Personnel Policies 20-008 (8076 : Reconsider Resolution 20-008)

11. For CCEA employees eligible to take bereavement leave, the 30-day requirement to utilize the leave will be waived. Each occurrence will be considered on a case by case basis.

12. With the approval of the Department Head, an employee's vacation accrual cap may be waived if the employee is assisting with efforts to prevent the spread of COVID-19 and is unable to take time off.

13. All provisions of this Resolution shall sunset January 1, 2022.

PASSED AND ADOPTED this 14th day of September 2021 by the following vote:

AYES: Supervisors Daurice K. Smith, Kent S. Boes, Denise J. Carter and J. Merced Corona.

NOES: Supervisor Gary J. Evans.

ABSENT: None.

Gary J. Evans, Chair

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

Patricia Rodriguez, Deputy

APPROVED AS TO FORM:

Richard Stout, County Counsel

Attachment: 09-14-21 Executed Temporary Personnel Policies 20-008 (8076 : Reconsider Resolution 20-008)

COUNTY OF COLUSA, CA **2.12**

Request For County Board of Supervisors Action

MEETING DATE: **December 14, 2021**

DEPARTMENT: **Purchasing and Procurement**

FROM: **Kaline Moore**

SUBJECT: **Adopt Plans, Specifications and Working Details for Tree Maintenance and/or Removal at various County Locations**

Adopt plans, specifications and working details for Request for Bids for Tree Maintenance and removal at 547 Market St., Colusa; 713 D Street Colusa; 220 12th Street, Colusa; and 232 Prince Street, Princeton.

Detailed Description/Background of request

This request is to adopt plans, specifications and working details necessary to publish a Request for Bids for Tree Maintenance and removal at:
547 Market St., Colusa - Trim 4 Sycamore Trees, Trim 1 Magnolia Tree and Trim & shape 1 Pine tree;
713 D Street Colusa - Remove 4 trees and Trim 10 trees ;
220 12th Street, Colusa - Remove 1 tree; and
232 Prince Street, Princeton - Trim and reduce by 1/2 11 mulberry trees.

Prior Board Action

None

Fiscal Impact/Funding Source

No fiscal impact at this time - approximate project costs are included in the 21/22 approved budget

Action for the Clerk

Please set January 6, 2022 at 2:00 p.m. for a bid opening and publish the Notice to Bidders on December 16, 2021 and December 23, 2021.

ATTACHMENTS:

- NOTICE TO BIDDERS - Tree Project (DOCX)
- RFB - Tree Maintenance & Removal (DOC)
- Tree Project Photo Markups (PDF)
- BID WORKSHEET - Tree Maintenance & Removal (DOCX)
- Draft Contract - Tree Project (DOCX)

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that Colusa County is requesting bids from licensed contractors for the maintenance and/or removal of trees at County properties located at 547 Market St., Colusa, 713 D Street Colusa, with additive locations at 220 12th St., Colusa and 232 Prince St., Princeton, as more specifically detailed in the Scope of Work section of the Request for Bids (RFB). Bids must be received at the County Board Clerk's Office, 547 Market St., Suite 102 Colusa, California 95932 no later than 2:00 p.m. on January 6, 2022.

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

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

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

Date:

_____

Melissa Kitts, Deputy

Attachment: NOTICE TO BIDDERS - Tree Project (8047 : Adopt Plans, Specifications for RFB)

COUNTY OF COLUSA

PURCHASING & PROCUREMENT

REQUEST FOR BIDS
TREE MAINTENANCE AND/OR REMOVAL AT VARIOUS COUNTY PROPERTIES

COUNTY OF COLUSA

_____
Gary J. Evans, Board Chair

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

By_____
Melissa Kitts, Deputy

Due Date: JANUARY 6, 2022 @ 2 p.m.

Attachment: RFB - Tree Maintenance & Removal [Revision 2] (8047 : Adopt Plans, Specifications for RFB)

REQUEST FOR BIDS

DESCRIPTION OF PROJECT:

The County of Colusa (COUNTY) is requesting bids (RFB) from licensed contractors for the maintenance and/or removal of trees at various County properties, as more specifically detailed in the Project Specifications of this RFB. This is a public works contract subject to Department of Industrial Relations registration and payment of prevailing wage.

TERMS AND CONDITIONS:

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

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

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

4. Description of Request: Tree Maintenance and/or removal at County properties located at 547 Market St., Colusa, 713 D Street Colusa, with additive locations at 220 12th St., Colusa and 232 Prince St., Princeton, as more specifically detailed on the Project Specifications below and the attached photos.

5. Types of Bids Required:
   A. Lump-sum bids shall be provided, per the specification sheet included with this request for bids.

   B. Conditional Bids shall not be considered

Attachment: RFB - Tree Maintenance & Removal [Revision 2] (8047 : Adopt Plans, Specifications for RFB)

6. Time of Completion: The work is to be completed within ninety (90) calendar days measured from the date of full execution of the County Contract.

7. Time and Place of Submission of Bids:

   A. Time: Three (3) bids shall be submitted on or before **January 6, 2022** no later than **2:00 p.m.** at which time they will be opened and read aloud by the County.

   B. Place: All Bids shall be delivered to:

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

   C. Please include three (3) copies of bid document in a sealed envelope clearly marked:

   "TREE MAINTENANCE/REMOVAL"

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

   E. A responsive bid must include a fully completed Bid Worksheet. Bidders may use the provided Bid Worksheet or submit their own bid worksheet and additional information sheets, as needed. If a bidder uses its own worksheet, the worksheet must substantially comply with the format in the attached Bid Worksheet.

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

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

   G. Any questions regarding this RFB can be submitted to the Public Purchase Website until 2:00 p.m. January 3, 2022:

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

   Any addenda issued shall be included in the bid proposal.

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

Attachment: RFB - Tree Maintenance & Removal [Revision 2] (8047 : Adopt Plans, Specifications for RFB)

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

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

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

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

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

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

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

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

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

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

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

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

11. Securing Document: The bid specifications are obtainable from the Purchasing and Procurement Division, 547 Market Street, Suite 110, Colusa, California, 95932.

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

Attachment: RFB - Tree Maintenance & Removal [Revision 2] (8047 : Adopt Plans, Specifications for RFB)

three (3) lowest vendors be released before execution with the County of Colusa of an Agreement with the successful vendor, or the expiration of ninety (90) days, whichever occurs first.

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

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

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

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

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

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

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

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

18. Point of Sale is Colusa, CA.

Attachment: RFB - Tree Maintenance & Removal [Revision 2] (8047 : Adopt Plans, Specifications for RFB)

PROJECT SPECIFICATIONS
Tree Maintenance and/or Removal

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

1. Keep a safe working area and clean up all debris caused by said work.

2. Contractor will have a safe work area in all locations and follow all health and safety guidelines, including but not limited to, cordoning off areas where trimming and or removal of trees will be done to keep people out of the work zone.

3. All trees removed will have the stumps ground down a minimum of twelve inches below grade. All grindings, tree trimmings and bark shall be taken off site and disposed of by Contractor.

4. **Job sites and Scope of Work:**

547 Market Street, Colusa (Historic Courthouse):

Trim 1 Magnolia Tree located on the east Side of the Courthouse.
Trim 4 Sycamore trees located on the SW corner of the grounds.
Trim 1 Evergreen tree, top off the tree below split up top and shape tree to resemble a Christmas tree.

713 D Street, Colusa (Transitional Housing):

Remove 4 trees in back areas of the apartments and remove stumps. (marked red in photo)
Trim 3 Oak trees located 1 NW and 1 SW of the property, 1 on the east side of property. (marked yellow in photo)
Trim 7 other smaller trees on the grounds. (marked in purple in photo)

5. Additive Work to be considered for award:

Additive A: 220 12th Street, Colusa (Plaza Building):

Remove 1 Ash tree from west side of building and remove stump and grindings.

Additive B: 232 Prince Street, Princeton Ca (Princeton Library):

Trim and reduce by ½ 11 mulberry trees and shape.

Attachment: RFB - Tree Maintenance & Removal [Revision 2] (8047 : Adopt Plans, Specifications for RFB)

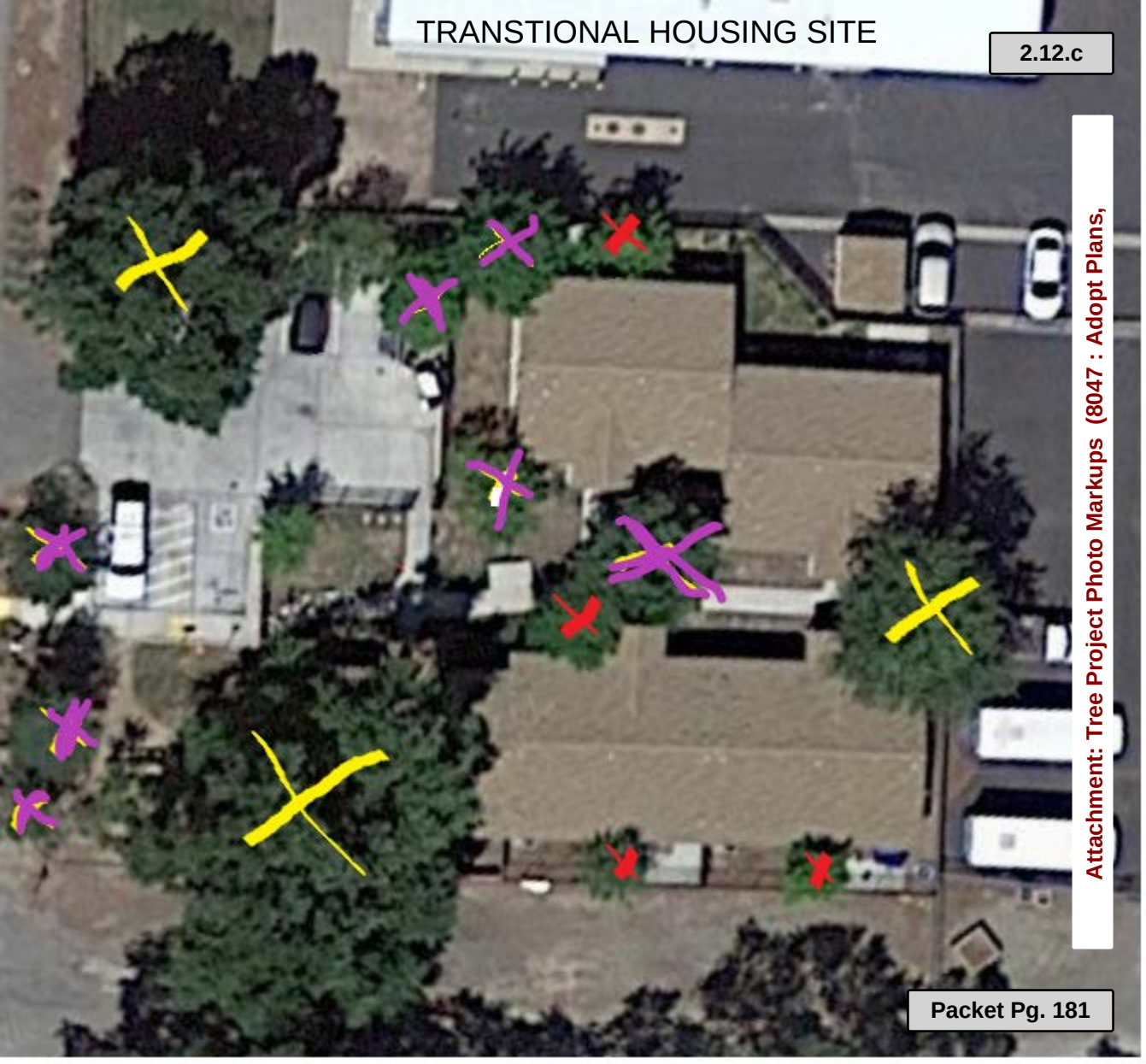
SUB-CONTRACTOR'S LIST

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

Attachment: RFB - Tree Maintenance & Removal [Revision 2] (8047 : Adopt Plans, Specifications for RFB)



Attachment: Tree Project Photo Markups (8047 : Adopt Plans, Specifications for RFB)



Attachment: Tree Project Photo Markups (8047 : Adopt Plans,



Attachment: Tree Project Photo Markups (8047 : Adopt Plans, Specifications for



Attachment: Tree Project Photo Markups (8047 : Adopt Plans,

BID WORKSHEET

NAME_____

ADDRESS_____

CITY_____STATE_____ZIP CODE_____ PHONE_____

DIR #:_____ Contractor License #_____

Tree Maintenance and/or Removal

ITEM	PRODUCT	PRICE
1	Location 1: 547 Market St., Colusa (Historic Courthouse)	$
2	Location 2: 713 D Street, Colusa (Transitional Housing Site)	$
3	Additive A: 220 12th Street, Colusa (Plaza Building)	$
4	Additive B: 232 Prince St., Princeton (Princeton Library)	$
	TOTAL	**$**

STATE IF COMPANY MEETS THE REQUIREMENTS AS A "LOCAL BUSINESS" AS STATED ON PAGES 5 & 6: _____ YES _____ NO

VENDOR

_____ _____

Signature Name (Printed or Typed)

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

This bid is made this _____day of_____, 202__.

Attachment: BID WORKSHEET - Tree Maintenance & Removal (8047 : Adopt Plans, Specifications for RFB)

C____-_____

Tree Maintenance and/or Removal

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

1. **Services to be Performed:** Contractor agrees at its own expense to furnish all equipment, labor and materials necessary to provide County with services for the maintenance and/or removal of trees at County properties located at 547 Market St., Colusa, 713 D Street Colusa, with additive locations at 220 12th St., Colusa and 232 Prince St., Princeton**,** as more specifically detailed in Attachment "A." Additionally, all terms and conditions of the Request for Bids (RFB) and all documents submitted in response to the RFB are incorporated into the terms and conditions of this contract.

2. **Term:** This Contract shall begin upon full execution of this contract, and shall continue until all requested services are completed, but no later than March 31, 2022.

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

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

4. **Method of Payment:** Upon completion of each location, Contractor shall provide County with an invoice for the work done at that location. 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

Attachment: Draft Contract - Tree Project [Revision 2] (8047 : Adopt Plans, Specifications for RFB)

this Contract. County relies upon the representations of Contractor regarding professional training, licensing, and ability to perform the services as a material inducement to enter into this Contract.

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

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

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

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

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

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

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

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

Attachment: Draft Contract - Tree Project [Revision 2] (8047 : Adopt Plans, Specifications for RFB)

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

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

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

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

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

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

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

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

      2) Providing that Contractor's insurance shall be the primary insurance as

Attachment: Draft Contract - Tree Project [Revision 2] (8047 : Adopt Plans, Specifications for RFB)

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

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

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

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

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

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

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

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

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

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

12. Prevailing Wage: This Contract is subject to prevailing wage rates. Copies of the prevailing rates or per diem wages applicable to this Project are available from the California Department of Labor Statistics and Research at www.dir.ca.gov/dlsr/PWD/index.htm or 455 Golden Gate Avenue, 9th Floor, San Francisco, California 94102 (415) 703-4780. Contractor is required to post a copy of the wage rates on the job site. Any employee whose type of work is not covered by any of the

Attachment: Draft Contract - Tree Project [Revision 2] (8047 : Adopt Plans, Specifications for RFB)

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

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

14. **Performance Bond:** A performance bond is required in order to ensure completion of the work required under this Contract in the amount of one hundred (100) percent of the Contract price.

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

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

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

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

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

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

18. **Written Notification**: Any notice, demand, request, consent, approval, or communication

Attachment: Draft Contract - Tree Project [Revision 2] (8047 : Adopt Plans, Specifications for RFB)

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:

Office of the County Administrator
ATTN: Wendy G. Tyler
547 Market St., Suite 102
Colusa, CA 95932

If to Contractor:

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

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

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

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

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

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

Attachment: Draft Contract - Tree Project [Revision 2] (8047 : Adopt Plans, Specifications for RFB)

C____-_____

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

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

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

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

A. Attachment "A" Request for Bid
B. Attachment "B" Bid Worksheet

COUNTY OF COLUSA

_____Date:_____
Gary J. Evans, Board Chair

APPROVED AS TO FORM

_____
Richard Stout, County Counsel

CONTRACTOR

_____Date: _____
Signature

_____
Printed Name and Title

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

By
_____
Ann Nordyke, Deputy

Attachment: Draft Contract - Tree Project [Revision 2] (8047 : Adopt Plans, Specifications for RFB)

COUNTY OF COLUSA, CA **2.13**

Request For County Board of Supervisors Action

MEETING DATE:	**December 14, 2021**
DEPARTMENT:	**Purchasing and Procurement**
FROM:	**Kaline Moore**
SUBJECT:	**Adopt Plans, Specifications and Working Details for two wall mounted HVAC units at the Colusa Road Yard**

Adopt plans, specifications and working details for Request for Bids for the purchase and installation of two HVAC units at the Colusa Road Yard 715 D Street, Colusa.

Detailed Description/Background of request

This request is to adopt plans, specifications and working details necessary to replace two failed HVAC units at the Colusa Road Yard. The quote received when these units started failing exceeded $5,000 so this project needs to go out to competitive bidding.

Prior Board Action

None

Fiscal Impact/Funding Source

No fiscal impact at this time.

Action for the Clerk

Please set January 6, 2022 at 2:15 p.m. for a bid opening and publish the Notice to Bidders on December 16, 2021 and December 23, 2021.

ATTACHMENTS:

- NOTICE TO BIDDERS - HVAC at Colusa Road Yard (DOCX)
- RFB - HVAC Units at Colusa Road Yard (DOC)
- BID WORKSHEET - HVAC Colusa Road Yard (DOCX)
- Draft Contract - HVAC - Colusa Road Yard (DOCX)

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that Colusa County is requesting bids from licensed contractors for the purchase and installation of two wall mounted HVAC units at the Colusa County Road Yard, located at 715 D St., Colusa, CA, as more specifically detailed in the Scope of Work section of the Request for Bids (RFB). Bids must be received at the County Board Clerk's Office, 547 Market St., Suite 102 Colusa, California 95932 no later than 2:15 p.m. on January 6, 2022.

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

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

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

Date:

_____

Melissa Kitts, Deputy

Attachment: NOTICE TO BIDDERS - HVAC at Colusa Road Yard (8048 : Adopt Plans, Specifications for HVAC RFB)

COUNTY OF COLUSA

PURCHASING & PROCUREMENT

REQUEST FOR BIDS
WALL MOUNTED HVAC UNITS
AT COLUSA COUNTY ROAD MAINTENANCE YARD

COUNTY OF COLUSA

_____
Gary J. Evans, Board Chair

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

By_____
Melissa Kitts, Deputy

Due Date: JANUARY 6, 2022 @ 2:15 p.m.

Attachment: RFB - HVAC Units at Colusa Road Yard [Revision 2] (8048 : Adopt Plans, Specifications for HVAC RFB)

REQUEST FOR BIDS

DESCRIPTION OF PROJECT:

The County of Colusa (COUNTY) is requesting bids (RFB) from licensed contractors for the purchase and installation of two (2) wall mounted Bard, or equivalent, HVAC units, as more specifically detailed in the Project Specifications of this RFB. This is a public works contract subject to Department of Industrial Relations registration and payment of prevailing wage.

TERMS AND CONDITIONS:

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

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

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

4. Description of Request: Removal, purchase and installation of two (2) wall mounted Bard, or equivalent, HVAC units at the Colusa Road Yard building located at 715 D Street (behind Transit) in Colusa, CA, as more specifically detailed on the Project Specifications below.

5. Types of Bids Required:
   A. Lump-sum bids shall be provided, per the specification sheet included with this request for bids.

   B. Conditional Bids shall not be considered

Attachment: RFB - HVAC Units at Colusa Road Yard [Revision 2] (8048 : Adopt Plans, Specifications for HVAC RFB)

6. Time of Completion: The work is to be completed within ninety (90) calendar days measured from the date of full execution of the County Contract.

7. Time and Place of Submission of Bids:

   A. Time: Three (3) ~~(3)~~ bids shall be submitted on or before **January 6, 2022** no later than **2:15 p.m.** at which time they will be opened and read aloud by the County.

   B. Place: All Bids shall be delivered to:

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

   C. Please include three (3) copies of bid document in a sealed envelope clearly marked:

   "HVAC UNITS AT COLUSA ROAD YARD"

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

   E. A responsive bid must include a fully completed Bid Worksheet. Bidders may use the provided Bid Worksheet or submit their own bid worksheet and additional information sheets, as needed. If a bidder uses its own worksheet, the worksheet must substantially comply with the format in the attached Bid Worksheet.

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

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

   G. Any questions regarding this RFB can be submitted to the Public Purchase Website until 2:00 p.m. January 3, 2022:

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

   Any addenda issued shall be included in the bid proposal.

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

Attachment: RFB - HVAC Units at Colusa Road Yard [Revision 2] (8048 : Adopt Plans, Specifications for HVAC RFB)

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

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

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

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

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

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

O. Detailed schematic drawings must be submitted with bid response.

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

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

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

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

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

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

11. Securing Document: The bid specifications are obtainable from the Purchasing and Procurement Division, 547 Market Street, Suite 110, Colusa, California, 95932.

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

Attachment: RFB - HVAC Units at Colusa Road Yard [Revision 2] (8048 : Adopt Plans, Specifications for HVAC RFB)

Bid security of the three (3) lowest vendors. In no event shall the Bid for security of the three (3) lowest vendors be released before execution with the County of Colusa of an Agreement with the successful vendor, or the expiration of ninety (90) days, whichever occurs first.

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

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

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

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

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

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

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

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

18. Point of Sale is Colusa, CA.

Attachment: RFB - HVAC Units at Colusa Road Yard [Revision 2] (8048 : Adopt Plans, Specifications for HVAC RFB)

PROJECT SPECIFICATIONS

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

Contractor to:

1. Remove and replace (2) wall mounted Bard units listed below with new Bard, or equivalent, units.
   Unit 1: Fedders model #h24-10009 208/240 single phase.
   Unit 2: Eubanks model #h24-10010 208/240 single phase.

2. Remove power from existing unit for use with the new units.

3. Remove and reinstall disconnects. Ensure proper breaker size for new units and replace, if necessary.

4. Dispose of old units according to EPA standards.

5. Perform a startup of both units to ensure proper functioning.

6. Remove and replace thermostat control for each unit.

7. Keep a clean and safe working job site

Attachment: RFB - HVAC Units at Colusa Road Yard [Revision 2] (8048 : Adopt Plans, Specifications for HVAC RFB)

SUB-CONTRACTOR'S LIST

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

Attachment: RFB - HVAC Units at Colusa Road Yard [Revision 2] (8048 : Adopt Plans, Specifications for HVAC RFB)

BID WORKSHEET

NAME_____

ADDRESS_____

CITY_____STATE_____ZIP CODE_____ PHONE_____

DIR #:_____ Contractor License #_____

ITEM	PRODUCT	PRICE
1	Unit 1: Fedders model #h24-10009 208/240 single phase, or equivalent	$
2	Unit 2: Eubanks model #h24-10010 208/240 single phase.	$
3	**Other: (Please list, if any)**	$
		$
	CA SALES TAX 7.25% ON APPLICABLE ITEMS	$
	SUBTOTAL	$
	LABOR	$
	GRAND TOTAL	$

VENDOR

_____ _____

Signature Name (Printed or Typed)

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

This bid is made this _____day of_____, 202__.

Attachment: BID WORKSHEET - HVAC Colusa Road Yard [Revision 2] (8048 : Adopt Plans, Specifications for HVAC RFB)

C____-_____

HVAC at Colusa Road Yard

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

1. **Services to be Performed:** Contractor agrees at its own expense to furnish all equipment, labor and materials necessary to provide County with services to purchase and install two wall mounted HVAC units at the Colusa Road Yard**,** as more specifically detailed in Attachment "A." Additionally, all terms and conditions of the Request for Bids (RFB) and all documents submitted in response to the RFB are incorporated into the terms and conditions of this contract.

2. **Term:** This Contract shall begin upon full execution of this contract, and shall continue until all requested services are completed, but no later than February 28, 2022.

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

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

4. **Method of Payment:** At the end of project, Contractor shall provide County with an invoice for the services provided. 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

Attachment: Draft Contract - HVAC - Colusa Road Yard [Revision 2] (8048 : Adopt Plans, Specifications for HVAC RFB)

training, licensing, and ability to perform the services as a material inducement to enter into this Contract.

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

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

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

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

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

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

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

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

Attachment: Draft Contract - HVAC - Colusa Road Yard [Revision 2] (8048 : Adopt Plans, Specifications for HVAC RFB)

provided by Contractor shall be provided in a manner consistent with reaching County's objectives in entering this Contract.

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

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

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

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

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

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

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

      2) Providing that Contractor's insurance shall be the primary insurance as respects County, its elected or appointed officers, officials, employees,

Attachment: Draft Contract - HVAC - Colusa Road Yard [Revision 2] (8048 : Adopt Plans, Specifications for HVAC RFB)

agents and volunteers. Any insurance maintained by County, including any self-insured retention County may have, shall not be called upon to contribute to a loss covered by Contractor's insurance;

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

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

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

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

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

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

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

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

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

12. Prevailing Wage: This Contract is subject to prevailing wage rates. Copies of the prevailing rates or per diem wages applicable to this Project are available from the California Department of Labor Statistics and Research at www.dir.ca.gov/dlsr/PWD/index.htm or 455 Golden Gate Avenue, 9th Floor, San Francisco, California 94102 (415) 703-4780. Contractor is required to post a copy of the wage rates on the job site. Any employee whose type of work is not covered by any of the classified wage rates shall be paid not less than the rate of wage listed for the classification

Attachment: Draft Contract - HVAC - Colusa Road Yard [Revision 2] (8048 : Adopt Plans, Specifications for HVAC RFB)

which most nearly corresponds to the type of work to be performed. Pursuant to California Labor Code section 1775, Contractor, and any subcontractor, shall forfeit up to $200.00 per calendar day, or portion of a day, for each worker paid less than the prevailing rates for such work or craft, and the penalty shall be imposed and distributed pursuant to Section 1775.

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

14. **Performance Bond:** A performance bond is required in order to ensure completion of the work required under this Contract in the amount of one hundred (100) percent of the Contract price.

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

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

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

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

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

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

18. **Written Notification**: Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party shall be in writing and either

Attachment: Draft Contract - HVAC - Colusa Road Yard [Revision 2] (8048 : Adopt Plans, Specifications for HVAC RFB)

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:

Office of the County Administrator
ATTN: Wendy Tyler
547 Market Street, Suite 102
Colusa, CA 95932

If to Contractor:

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

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

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

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

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

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

Attachment: Draft Contract - HVAC - Colusa Road Yard [Revision 2] (8048 : Adopt Plans, Specifications for HVAC RFB)

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

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

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

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

A. Attachment "A" Request for Bid
B. Attachment "B" Bid Worksheet

COUNTY OF COLUSA

_____Date:_____
Gary J. Evans, Board Chair

APPROVED AS TO FORM

_____
Richard Stout, County Counsel

CONTRACTOR

_____Date:_____
Signature

_____
Printed Name and Title

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

By _____
Ann Nordyke, Deputy

Attachment: Draft Contract - HVAC - Colusa Road Yard [Revision 2] (8048 : Adopt Plans, Specifications for HVAC RFB)

COUNTY OF COLUSA, CA **2.14**

Request For County Board of Supervisors Action

MEETING DATE:	**December 14, 2021**
DEPARTMENT:	**Purchasing and Procurement**
FROM:	**Angela Gross**
SUBJECT:	**Approve Request for Bid for Full Body Scanner for Colusa County Jail**

Approve specifications, details and plans for Request for Bids (RFB) for a Full Body Scanner including installation for the Colusa County Jail.

Detailed Description/Background of request

The Sheriff Office has requested and budgeted for a full body scanner for the Colusa County jail. The scanner will detect contraband on or within an inmates body and also scan for the inmates body temperature. This scanner enables inmates to be searched and scanned for possible contraband and Covid related temperatures without Correctional staff contact prior to entering the facility. This helps minimize the risk of Covid exposure and improves the safety of staff members and inmates.

There are no maintenance fees. The installation and training are to be included in the cost of the body scanner.

Prior Board Action

None

Fiscal Impact/Funding Source

Budgeted (001-57164-534-0)

Action for the Clerk

Run Notice to Bidders 12/16 and 12/23 in the Pioneer Review

ATTACHMENTS:

- RFB - Full Body Scanner (DOC)
- Contract (DOCX)

COUNTY OF COLUSA

PURCHASING AND PROCUREMENT

REQUEST FOR BIDS

FULL BODY SCANNER WITH INSTALLATION
Colusa County Jail

COUNTY OF COLUSA

_____
Gary J. Evans, Board Chair

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

By_____
, Deputy

Due Date: January 3, 2022 at 2:00 p.m.

Attachment: RFB - Full Body Scanner (8067 : Approve Request for Bid for Full Body Scanner)

REQUEST FOR BIDS

The County of Colusa is requesting bids from qualified suppliers for a full body scanner with installation at the Colusa County Jail located at 929 Bridge Street, Colusa, CA. Bids as per specifications, terms and conditions within this Request for Bids (RFB) shall be delivered to the Clerk to the Board of Supervisor's located at 547 Market Street, Suite 102, Colusa, CA 95932.

TERMS AND CONDITIONS:

1) Description of Request: One Full Body Scanner including installation will be provided to meet all specifications within this RFB.
   The Department will be using the scanner for detection of contraband among the inmate population at the Detention facility.
   Vendors must adhere to federal, state and local requirements listed within this document.

2) Types of Bids Required:

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

   B. Conditional Bids shall not be considered.

3) Time of Completion: The vendor must be able to completely fill the order no later than 60 days after receipt of County Contract.

4) Time and Place of Submission of Bids:

   A. Time: Bids shall be submitted on or before **January 3, 2022**, **2:00 pm** at which time they will be opened and read aloud by the County.

   B. Place: All Bids shall be delivered to:

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

   C. Please include three (3) copies of bid document in a sealed envelope clearly marked:

   Full Body Scanner with Installation

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

Attachment: RFB - Full Body Scanner (8067 : Approve Request for Bid for Full Body Scanner)

E. A responsive bid must include a fully completed Bid Worksheet. Bidders may use the provided Bid Worksheet or submit their own bid worksheet and additional information sheets, as needed. If a bidder uses its own worksheet, the worksheet must substantially comply with the format in the attached Bid Worksheet.

F. Any questions regarding this RFB can be submitted to the Public Purchase Website:

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

until 2:00 p.m. on December 27, 2021. Any addenda issued shall be included in the bid proposal.

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

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

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

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

K. All Bid prices shall be **F.O.B.** County of Colusa.

Delivered To:

County of Colusa Sheriff's Office
929 Bridge St.
Colusa, CA 95932

L. Bid pricing shall remain open and valid subject to acceptance for sixty (60) days after RFB closing date.

M. Bid prices shall remain firm for a minimum of one hundred twenty (120) days after award to cover subsequent purchase requirements.

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

O. Time of delivery may be a consideration in the award.

Attachment: RFB - Full Body Scanner (8067 : Approve Request for Bid for Full Body Scanner)

P. Colusa County generally solicits Bids from a wide variety of Vendors that may include retailers, wholesalers, suppliers, distributors, etc.

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

R. Vendor shall submit a copy of any warranties and extended warranties which are available with cost.

S. The described equipment must have all legal equipment as required by the laws of the State of California.

T. County reserves the right to purchase or not purchase the equipment.

U. A detailed list of specifications should be submitted with this proposal.

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

W. The successful bidder shall be required to enter into a Professional Services contract with the County of Colusa for the services to be provided. Such contract shall incorporate the specifications of this RFB. *(Attached)*

5) Quantity and Quality of Materials or Services: All materials and supplies furnished under this Bid shall be new and not refurbished in accordance with the County specifications. Materials or supplies, which, in the opinion of the County, are not in accordance within conformity with such specifications, shall be rejected and promptly removed from the County premises at the Contractor's expense.

6) Award: A combination of the following factors will be considered in awarding this Bid. These factors are not necessarily listed in order of priority:

A. Prices.

B. Vendor's previous record of product quality.

C. Ability of Vendor to render satisfactory product in this instance.

D. Quality and conformance to specifications.

E. The County shall be the sole judge in making this determination.

7) Each Bid shall follow the format specified by the County. Any bids not complying with the County format shall be considered nonresponsive.

Attachment: RFB - Full Body Scanner (8067 : Approve Request for Bid for Full Body Scanner)

8) Securing Document: The bid specifications are obtainable from the Purchasing and Procurement Division, 547 Market Street, Suite 110, Colusa, California, 95932 and/or the Public Purchase website (www.publicpurchase.com).

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

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

11) Default by Vendor: In case of default by vendor, the County reserves the right to:

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

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

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

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

13) Local Preference: A five percent (5%) local preference may be applied to the price or bid submitted by a local business. The definition of a local business and preference as provided for in Section 17-10 of Chapter 17 of the Colusa County Code is as follows:

A. "Local Bidder" means an organization or individual, who regularly maintains a place of business and transacts business in, or maintains an inventory of

Attachment: RFB - Full Body Scanner (8067 : Approve Request for Bid for Full Body Scanner)

merchandise for sale, in the County, and has a valid license to do business in the County.

B. "Preference" shall mean an amount, expressed in terms of a percentage, by which a bid or price may exceed the next lower submitted bid or price.

C. This section shall not apply to transactions required by state or federal statues or regulations to be awarded to the "lowest responsible bidder", or otherwise exempted from local Preferences (i.e., construction projects).

D. Any person or business falsely claiming a preference under this section shall be ineligible to bid on County purchases or contracts for a period no less than one (1) year from the date of discovery of the false representation.

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

15) Bid sheet is attached, marked "Bid Worksheet".

16) Point of Sale is Colusa, CA.

17) Labor for the installation of any purchased equipment will be subject to prevailing wage rates if installation costs exceed $1,000. Copies of the prevailing rates or per diem wages applicable are available from the California Department of Labor Statistics and Research at www.dir.ca.gov/dlsr/PWD/index.htm or 455 Golden Gate Avenue, 9th Floor, San Francisco, California 94102 (415) 703-4780. A successful Vendor subject to prevailing wages will be required to post a copy of the wage rates at the installation site. Any employee whose type of work is not covered by any of the classified wage rates shall be paid not less than the rate of wage listed for the classification which most nearly corresponds to the type of work to be performed. Pursuant to California Labor Code section 1775, Contractor, and any subcontractor, shall forfeit up to $200.00 per calendar day, or portion of a day, for each worker paid less than the prevailing rates for such work or craft, and the penalty shall be imposed and distributed pursuant to Section 1775.

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

Attachment: RFB - Full Body Scanner (8067 : Approve Request for Bid for Full Body Scanner)

BID SPECIFICATIONS FOR
Full Body Scanner with Installation

The Full Body Scanner shall meet the following requirements:

a) Uses an X-ray beam that images subjects above their head to assure accurate proportional imaging, no magnification or distortion and does not require the subject to move on a platform or conveyor belt during the imaging process
b) Has an ultra-compact 34 inch x 72 inch footprint design
c) Has an exclusion zone equal to the 34 inch x 72 inch footprint
d) Is waterproof up to 4 inches or higher from the ground
e) Has dual virtual technology to make sure that the subject is standing centered or in the correct position in the machine to reduce radiation dose exposure and radiation dose falls within ANSI/HPS N43.17-2009 guidelines
f) Has a low imaging dose of at least 0.25 uSv per scan to ensure that subject is not harmed by radiation
g) Has the capability to provide a photo, 3 images, scan number, time/date stamp, comments, unit name, institution name, Jail Management System number and operator embedded on jpg for evidence purposes.
h) Is mobile
i) Has at least a four second scan time
j) Has a high-resolution monitor, clearly showing objects hidden under the clothing and within body cavities
k) Has the capability of plugging into a standard outlet with no additional electrical upgrade needed
l) Preferably manufactured in the U.S.

Maintenance:
Vendor shall supply one year of maintenance on the equipment included in the pricing.

Installation:
In addition to a complete visual inspection of the equipment, vendor shall install equipment and make sure it is functioning properly prior to the County signing off on installation for payment.

Training:
Vendor shall include a minimum of 2 to 3 hours of training on the full body scanner in the pricing of the equipment to assure that the staff are able to adequately use the equipment.

Attachment: RFB - Full Body Scanner (8067 : Approve Request for Bid for Full Body Scanner)

BID WORKSHEET
Full Body Scanner with Installation

NAME_____

ADDRESS_____

CITY_____STATE_____ZIP CODE_____ PHONE_____

DIR #:_____

ITEM	PRODUCT	MANUF/PART #	QTY	PRICE
				$
				$
				$
				$
		CA SALES TAX 7.25% ON APPLICABLE ITEMS		$
		SUBTOTAL		$
		LABOR		$
		GRAND TOTAL		$

STATE IF COMPANY MEETS THE REQUIREMENTS AS A "LOCAL BUSINESS" AS STATED ON PAGES 5 & 6: _____ YES _____ NO

_____ _____

Signature Name (Printed or Typed)

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

This bid is made this _____day of_____, 2022.

Attachment: RFB - Full Body Scanner (8067 : Approve Request for Bid for Full Body Scanner)

SUB-CONTRACTOR'S LIST

Subcontractor Name	DIR #	Address	Description of Portion of Work Subcontracted

Attachment: RFB - Full Body Scanner (8067 : Approve Request for Bid for Full Body Scanner)

C____-_____

Title of Contract

This insert the type of contract (e.g. public works, repair, construction) [this can change depending upon the public works project] contract ("Contract") is between the County of Colusa ("County"), a political subdivision of the State of California and insert name of other party ("Contractor"), an insert who they are (e.g. independent contractor, attorney, California Corporation, California Limited Liability Corporation, California Limited Liability Partnership, etc…). This is a public works contract subject to Department of Industrial Relations registration, and payment of prevailing wage.

1. **Services to be Performed:** Contractor agrees at its own expense to furnish all equipment, labor and materials necessary to provide County with insert the type of services to be provided**,** as more specifically detailed in Attachment "A." Additionally, all terms and conditions of the Request for Bids (RFB) and all documents submitted in response to the RFB are incorporated into the terms and conditions of this contract.

2. **Term:** This Contract shall begin on [insert the date the contract begins], and shall continue until all requested services are completed, if there is a date by which the services are to be completed by, put that date here.

3. **Compensation:** County will pay Contractor compensation not to exceed insert the contracted amount, as provided for in Attachment "B." Compensation will be paid in accordance with paragraph 4, Method of Payment. [There may not be an attachment B for certain reasons, so this can be manipulated as needed.]

   A. **Retention for Contracts that Exceed $5,000:** Pursuant to California Public Contract Code section 9203(a), for public works contracts that exceed $5,000, an amount of 5~~10~~% shall be withheld from the invoices submitted by the Contractor as retention money to be utilized in case of default or defective materials, equipment, supplies, work or service not rectified by the Contractor. The retention money shall be paid over to the Contractor upon the receipt of a Certificate of Completion.

4. **Method of Payment:** Billing or invoicing can take different forms. You need to insert in here how the county is going to be billed or invoiced. 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.

Attachment: Contract [Revision 1] (8067 : Approve Request for Bid for Full Body Scanner)

6) Be signed by an authorized official, employee, or agent certifying that the claim represents actual expenses for the services performed under this Contract.

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

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

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

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

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

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

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

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

Attachment: Contract [Revision 1] (8067 : Approve Request for Bid for Full Body Scanner)

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:** Insurance requirements vary depending upon the nature of the services being provided. We may need to have professional liability insurance also. Contractor, at its own cost, agrees to maintain, for the duration of this Contract, the following insurance policies with insurers possessing a Best's rating of no less than A:VII:

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

   B. **General Liability Coverage:** Contractor shall maintain commercial general liability insurance in an amount of not less than $1,000,000 per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Contract or the general aggregate limit shall be at least twice the required occurrence limit. This may not be necessary depending upon the services being provided. These amounts vary depending upon the services provided, and the person/company providing them.

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

Attachment: Contract [Revision 1] (8067 : Approve Request for Bid for Full Body Scanner)

These amounts vary depending upon the services provided, and the person/company providing them.

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. This may not be necessary depending upon the services being provided. These amounts vary depending upon the services provided, and the person/company providing them.

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

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

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

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

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

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

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

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

F. Deductibles and Self-insured Retentions: Any deductibles or self-insured

Attachment: Contract [Revision 1] (8067 : Approve Request for Bid for Full Body Scanner)

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

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

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

14. Performance Bond: A performance bond is required in order to ensure completion of the work required under this Contract in the amount of one hundred (100) percent of the Contract price.

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

A. Upon written request by County, Contractor and all subcontractors shall, within

Attachment: Contract [Revision 1] (8067 : Approve Request for Bid for Full Body Scanner)

ten (10) calendar days, provide County with a certified copy of all payroll records kept pursuant to Section 1776.

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

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

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

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

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

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

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

19. **Entire Contract**: This Contract constitutes the complete and exclusive statement of

Attachment: Contract [Revision 1] (8067 : Approve Request for Bid for Full Body Scanner)

contract between County and Contractor. All prior written and oral communications, including **correspondence**, drafts, memoranda, and representations, are superseded in total by this Contract.

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

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

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

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

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

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

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

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

Attachment: Contract [Revision 1] (8067 : Approve Request for Bid for Full Body Scanner)

C____-_____

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

A. Attachment "A" insert the name or title of Exhibit "A" here
B. If there are other exhibits list them here

COUNTY OF COLUSA

_____Date:_____
Denise J. Carter, Board Chair

APPROVED AS TO FORM

_____
Marcos A. Kropf, County Counsel

CONTRACTOR

_____Date:_____
Signature

_____
Printed Name and Title

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

By _____
Ann Nordyke, Deputy

Attachment: Contract [Revision 1] (8067 : Approve Request for Bid for Full Body Scanner)

COUNTY OF COLUSA, CA **2.15**

Request For County Board of Supervisors Action

MEETING DATE:	**December 14, 2021**
DEPARTMENT:	**Purchasing and Procurement**
FROM:	**Angela Gross**
SUBJECT:	**Ratify Purchase Order for Maintenance Shop Roofing Materials**

Ratify Purchase Order #47311182021 with The Garland Company, Inc. for materials for the Maintenance Shop roof repair totaling $19,395.48.

Detailed Description/Background of request

On October 26, 2021, the Board approved the contract for the Maintenance Shop roof repair with George's Roofing. Inadvertently, the purchase order for the materials in the amount of $19,395.48 from The Garland Company, Inc. was not included.

In an attempt to get this project completed prior to inclement weather conditions, the Purchasing Agent authorized the signing of the purchase order. Purchasing & Procurement is respectfully requesting that the Board ratify this purchase order.

Prior Board Action

October 26, 2021 Approved contract with George's Roofing

Fiscal Impact/Funding Source

Budgeted (001-53130-473-0) Not to exceed $19,395.48

Action for the Clerk

Please advise Angela @ Purchasing of the Board's decision

ATTACHMENTS:

- PO signed with Quote (PDF)

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

Purchase Order No.
47311182021

PURCHASE ORDER

VENDOR	The Garland Company, Inc.
NAME	Justin Holliman
ADDRESS	
	jholliman@garlandind.com
PHONE	530.965.0884 FAX

REQUISITIONER ADDRESS	
NAME	Colusa County Purchasing
ADDRESS	547 Market St. Ste. 110 Colusa, CA 95932
PHONE	530.458.0437

DELIVERY ADDRESS	
NAME	**Colusa County Maintenance**
Contact	**Dusty Whiting**
Address	**133 Market St.**
PHONE	**530.682.2743** **FAX**

P.O. DATE	REQUISITIONER		SHIP VIA	TERMS
11/18/2021	Angela Gross			30 Days

QTY	UNITS	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL
			PLEASE SEE ATTACHED QUOTE FOR DETAILS OF MATERIALS MATERIALS TO BE DELIVERED TO: GEORGE'S ROOFING 6810 Lincoln Blvd, Oroville, CA 95966		16,779.00

BASED ON ATTACHED QUOTE
Dated 7.8.2021

SUBTOTAL	16,779.00
CA Sales Tax 7.25%	1,216.48
Shipping	1,400.00
E-Waste Fee	
TOTAL	19,395.48

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

Angela Gross 11/18/21
Authorized by Date
FOR WENDY G. TYLER, CAO

Attachment: PO signed with Quote (8064 : Ratify Purchase Order for Maintenance Shop Roofing Materials)

since 1895

Material Proposal

The Garland Company, Inc.
"Service is our Best Product"

Date: 7.8.2021
Invoice #:
Customer ID:
Expiration 12.31.2021

To: Colusa County

Project: Maintence Shop

Representative	Job	Payment Terms		Bid Date
Justin Holliman	Roofing	Net 30 / 1.5% discount 10		7.8.2021

Size	Description	Unit Price	Quantity	Line Total
5 gallon pail	Weatherking Plus Membrane Adhesive	$ 117.00	4	$ 468.00
5 gallon pail	Pyramic Plus LO	$ 382.00	12	$ 4,584.00
200 sq ft roll	Rmer Seal	$ 270.00	19	$ 5,130.00
75 sq ft roll	Stress Ply Plus FR Mineral	$ 234.00	15	$ 3,510.00
5 gallon pail	Flashing Bond	$ 113.00	2	$ 226.00
150 sq ft roll	Stressbase 80	$ 224.00	9	$ 2,016.00
5 gallon pail	Weatherking Flashing Adhesive	$ 127.00	5	$ 635.00
tube	Tuff Stuff Sealant	$ 16.00	5	$ 80.00
6" x 150' roll	Garmesh	$ 65.00	2	$ 130.00
Each	Garland Labor and Material Warranty / No Charge	$ -	1	$ -
Each	Jobsite Inspections as specified / No Charge	$ -	1	$ -
		Subtotal		$ 16,779.00
		les Tax @ 7.25%		0.07
		Total		$ 17,995.48
		Estimated Freight		$ 1,400.00
		Total		$ 19,395.48

Thank you for your Business!

The Garland Company, Inc. Phone. 530-965-0884 Email. jholliman@garlandind.com

Attachment: PO signed with Quote (8064 : Ratify Purchase Order for Maintenance Shop Roofing Materials)

COUNTY OF COLUSA, CA **2.16**

Request For County Board of Supervisors Action

MEETING DATE: **December 14, 2021**

DEPARTMENT: **Sheriff**

FROM: **Mathew Purcell**

SUBJECT: **2021/2022 OHV Grant/Law Enforcement-Project Agreement**

Ratify Project Agreement (No. G21-03-05-L01/Contract No. C32-33-095), with the **California Department of Parks and Recreation** for on-going OHV Grant-Law Enforcement, effective October 4, 2021.

Detailed Description/Background of request

The Office of the Sheriff conducts on-going 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 encompasses an area of approximately one hundred sixty thousand 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 $21,256.00, plus a cost match by the County for a total project cost of $33,265.00.

Prior Board Action

Previously the Board through Resolution No. 21-012 authorized the Sheriff to apply for the grant funds.

Fiscal Impact/Funding Source

The fiscal impact shall not exceed $33,265.00; Off Highway Motor Vehicle Law Enforcement Grant Year 2021/2022, Fiscal Year 2021/2022 in the amount of $21,256.00 with a cost match of $12,009.00. 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

Forward certified copy to Sergeant Purcell

ATTACHMENTS:

- G21-03-05-L01 Project Agreement (DOCX)
- Resolution NO.21-012 (DOCX)

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

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

PROJECT AGREEMENT

PROJECT AGREEMENT NUMBER: G21-03-05-L01 PROJECT TYPE: Law Enforcement

GRANTEE: Colusa County Sheriff's Office

PROJECT TITLE: Law Enforcement

PROJECT PERFORMANCE PERIOD: FROM **10/04/2021** THROUGH **10/03/2022**

MAXIMUM AMOUNT PAYABLE SHALL NOT EXCEED **$21,256.00** (Twenty One Thousand Two Hundred Fifty Six 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: DocuSigned by:	AUTHORIZED SIGNATURE: DocuSigned by: Sixto J. Fernandez
AUTHORIZED NAME: Joe Garofalo	AUTHORIZED NAME: Sixto J. Fernandez
TITLE: Sheriff	TITLE: Grants Manager
DATE: 10/22/2021	DATE: 10/22/2021

CERTIFICATION OF FUNDING (FOR STATE USE ONLY)

CONTRACT NUMBER:	SUPPLIER ID NUMBER:	FUND DESCRIPTION:
C32-33-095	0000002869	Off-Highway Vehicle Trust Fund

REPORTING STRUCTURE:	ACCOUNT:	ACTIVITY:	CHARGE AMOUNT:		PROGRAM:
37900550	5432000	62677	21,256.00		2855
BU:	**REF:**	**FUND:**	**CHAPTER:**	**ENY/STATUTE**	**FISCAL YEAR:**
3790	101	0263	6	2021	2021/2022

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: G21-03-05-L01 Project Agreement [Revision 1] (7021 : Ratify -Approve 2021/2022 OHV Grant/Law Enforcement-Project Agreement)

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2021
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) :**	G21-03-05-L01
PROJECT TYPE :	☑ Law Enforcement ☐ Restoration ☐ Education & Safety ☐ Acquisition ☐ Development ☐ Ground Operations ☐ Planning		
PROJECT DESCRIPTION :	The Project is to provide Off-Highway Vehicle (OHV) related Law Enforcement activities within the jurisdiction of the Colusa County Sheriff's Office. The activities may include, but are not limited to patrol, barrier installation, maps, search and rescue. Project may also provide for the purchase of Equipment, Heavy Equipment, materials and supplies as outlined in the Project Cost Estimate. Grantee agrees that all Equipment and Heavy Equipment will be kept as part of their Equipment's inventory for the duration of the Equipment's useful life and may only be used on activities that are applicable to the Law Enforcement category per Section 4970.12 of the Grants and Cooperative Agreements Program Regulations. Grantee must obtain written Off-Highway Vehicle Motor Vehicle Recreation (OHMVR) Division approval prior to disposition of all Grant related purchased Equipment and/or Heavy Equipment. Grantee is required to provide a minimum of twenty-five (25) percent of the total Project cost in matching funds.		

	Line Item	Qty	Rate	UOI
DIRECT EXPENSES				
Program Expenses				
1	**Staff**			
	1. Staff-Law Enforcement Officers - Sergeant Notes : Staff overtime requesting approximately 65% Grant Funds and 35% Matching Funds to fund Law Enforcement Officer overtime. **There was a significant increase in hourly rates due to a	180.0000	75.000	HRS

Attachment: G21-03-05-L01 Project Agreement [Revision 1] (7021 : Ratify -Approve 2021/2022 OHV Grant/Law Enforcement-Project Agreement)

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2021
Agency: Colusa County Sheriff's Office
Application: Law Enforcement

	Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
	10% raise through negotiations, cost of living increases and longevity step increases. Example of Sergeant OHV patrol duties: Patrol the project area, issue warnings, issue citations for OHV related infractions, make contacts, search and rescue for injured or lost riders, provide maps, OHV education, keep riders off closed trails and roads, first aid to injured riders. * We're asking for a slight increase in grant funding for patrol hours this year compared to last year. We have an extremely large riding area that requires more shifts and added attention. Riding on the roadway between Davis Flats and Goat Mountain Road has become an increasingly bad problem and safety issue with the increase in riders over the past year. Covid 19 has						

Attachment: G21-03-05-L01 Project Agreement [Revision 1] (7021 : Ratify -Approve 2021/2022 OHV Grant/Law Enforcement-Project Agreement)

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2021
Agency: Colusa County Sheriff's Office
Application: Law Enforcement

	Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
	made outdoor recreational activity pick up as people want to get out of their homes.						
	2. Staff-Law Enforcement Officers - Deputy Notes : Staff overtime requesting approximately 65% Grant Funds and 35% Matching Funds to fund Law Enforcement Officer overtime. **There was a significant increase in hourly rates due to a 10% raise through negotiations, cost of living increases and longevity step increases. Example of Sergeant OHV patrol duties: Patrol the project area, issue warnings, issue citations for OHV related infractions, make contacts, search and rescue for injured or lost riders, provide maps, OHV education, keep riders off closed trails and roads, first aid	180.0000	65.000	HRS	11,700.00	7,605.00	4,095.00

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ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2021
Agency: Colusa County Sheriff's Office
Application: Law Enforcement

	Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
	to injured riders. * We're asking for a slight increase in grant funding for patrol hours this year compared to last year. We have an extremely large riding area that requires more shifts and added attention. Riding on the roadway between Davis Flats and Goat Mountain Road has become an increasingly bad problem and safety issue with the increase in riders over the past year. Covid 19 has made outdoor recreational activity pick up as people want to get out of there homes.						
Total for Staff					25,200.00	16,380.00	8,820.00
2	**Contracts**						
3	**Materials / Supplies**						
4	**Equipment Use Expenses**						
	1. Equipment Use Expenses-Vehicle operations - Fuel Notes : Fuel reimbursement at .56 cents per mile from the Colusa County Sheriff's Office to the project	3750.0000	0.560	MI	2,100.00	1,575.00	525.00

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ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2021
Agency: Colusa County Sheriff's Office
Application: Law Enforcement

	Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
	area at 75 % grant funding and 25 % match funding. Fuel reimbursement at .56 cents per mile from the project area to the Colusa County Sheriff's Office at 75 % grant funding and 25 % match funding. Fuel reimbursement at .56 cents per mile while operating within the project area at 75 % grant funding and 25 % match funding. Vehicle: 2017 Dodge 2500 4X4 (Purchased with 75% Grant Fund / 25% Match Fund). Vehicle will be used 100% of the time for OHV Operations. Vehicle: 2019 Polaris 1000 XP4 (Purchased with 75% Grant Fund / 25% Match Fund). Vehicle will be used 100% of the time for OHV Operations.						
	2. Equipment Use	1.0000	350.000	EA	350.00	262.50	87.50

Attachment: G21-03-05-L01 Project Agreement [Revision 1] (7021 : Ratify -Approve 2021/2022 OHV Grant/Law Enforcement-Project Agreement)

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2021
Agency: Colusa County Sheriff's Office
Application: Law Enforcement

	Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
	Expenses-Spare Tire for OHV Truck Notes : Spare tire for our 2018 Dodge Ram 2500 OHV Truck purchased previously with grant funds. The spare tire would be a Cooper off road tire purchased at 75 % grant funds and 25 % match funds. The mountainous ruff terrain is a challenge for any type of tire and the risk of damage to our existing tires can happen at any time. We need for a spare tire so we can replace a damaged or worn tire any time a problem occurs. By the end of the OHV year our OHV Truck tires will have extensive ware and tare and a replacement tire will be needed. Vehicle: 2017 Dodge 2500 4X4 (Purchased with 75% Grant Fund / 25% Match Fund). Vehicle will be used 100% of the time for OHV Operations.						

Attachment: G21-03-05-L01 Project Agreement [Revision 1] (7021 : Ratify -Approve 2021/2022 OHV Grant/Law Enforcement-Project Agreement)

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2021
Agency: Colusa County Sheriff's Office
Application: Law Enforcement

	Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
	Vehicle: 2019 Polaris 1000 XP4 (Purchased with 75% Grant Fund / 25% Match Fund). Vehicle will be used 100% of the time for OHV Operations.						
	3. Equipment Use Expenses-Spare Tire for OHV RZR Notes : Spare tire for our 2019 Polaris 1000 XP4 purchased previously with grant funds. The spare tire would be a Terrabite Radial 30x10-14 Medium/Hard Terrain tire purchased at 75 % grant funds and 25 % match funds. The mountainous ruff terrain is a challenge for any type of tire and the risk of damage to our existing tires can happen at any time. We need for a spare tire so we can replace a damaged or worn tire any time a problem occurs. By the end of the OHV year our OHV RZR tires will have	1.0000	200.000	EA	200.00	150.00	50.00

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ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2021
Agency: Colusa County Sheriff's Office
Application: Law Enforcement

	Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
	extensive ware and tare and a replacement tire will be needed. Vehicle: 2017 Dodge 2500 4X4 (Purchased with 75% Grant Fund / 25% Match Fund). Vehicle will be used 100% of the time for OHV Operations. Vehicle: 2019 Polaris 1000 XP4 (Purchased with 75% Grant Fund / 25% Match Fund). Vehicle will be used 100% of the time for OHV Operations.						
	4. Equipment Use Expenses-Annual service-preventative maintenance Notes : Annual service / preventative maintenance on our 2019 RZR XP4 1000 UTV. Per the manual, under the periodic maintenance chart our RZR requires an oil change every 50 hours, general lubrication maintenance such as lubricating fittings, pivots, cables, etc are	1.0000	400.000	EA	400.00	300.00	100.00

Attachment: G21-03-05-L01 Project Agreement [Revision 1] (7021 : Ratify -Approve 2021/2022 OHV Grant/Law Enforcement-Project Agreement)

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2021
Agency: Colusa County Sheriff's Office
Application: Law Enforcement

	Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
	required every 50 hours, front gearcase fluid is required to be changed every 100 hours, transmission oil is required to be changed every 100 hours. These are just some of the required maintenance required by Polaris not to count any general maintenance that comes up while patrolling during the OHV season. Maintenance will be covered at 75 % grant funding and 25 % match funding. Vehicle: 2019 Polaris 1000 XP4 (Purchased with 75% Grant Fund / 25% Match Fund). Vehicle will be used 100% of the time for OHV Operations.						
	5. Equipment Use Expenses-OHV Truck annual service / maintenance Notes : Annual service / preventative maintenance on our 2017 Dodge 2500 4X4	1.0000	400.000	EA	400.00	300.00	100.00

Attachment: G21-03-05-L01 Project Agreement [Revision 1] (7021 : Ratify -Approve 2021/2022 OHV Grant/Law Enforcement-Project Agreement)

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2021
Agency: Colusa County Sheriff's Office
Application: Law Enforcement

	Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
	truck. Oil change required every 4,000 miles. This is just some of the required maintenance required by Dodge not to count any general maintenance that comes up while patrolling during the OHV season. Maintenance will be covered at 75 % grant funding and 25 % match funding. Vehicle: 2017 Dodge 2500 4X4 (Purchased with 75% Grant Fund / 25% Match Fund). Vehicle will be used 100% of the time for OHV Operations.						
Total for Equipment Use Expenses					3,450.00	2,587.50	862.50
5	**Equipment Purchases**						
6	**Others**						
	1. Winch Notes : A Polaris Pro HD 4500 LB Winch for our 2019 Polaris RZR 1000 XP4 4 Seat UTV. This UTV was purchased with past grant monies and is	1.0000	850.000	EA	850.00	784.75	65.25

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ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2021
Agency: Colusa County Sheriff's Office
Application: Law Enforcement

	Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
	going to be used 100 percent of the time for OHV patrol. The winch is to be purchased using 92% grant funds and 8% match funds. We have attempted to purchase this item in past grants but had to cut it out due to grant funding amounts do to patrol needs in the project area. That being said, a winch attached to our UTV can prove important during OHV patrol shifts. For the safety of the OHV riders on the trails if we come across heavy obstructions on the trails we have to remove them. This is important to keep the riders from getting hurt. Most hazards can be moved by hand but larger boulders and trees require a winch.						
	2. Tool / utility box for UTV Notes : 42 QT Rear Cargo Box for our 2019 Polaris RZR 1000 XP4 4 Seat UTV. This UTV	1.0000	250.000	EA	250.00	187.50	62.50

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ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2021
Agency: Colusa County Sheriff's Office
Application: Law Enforcement

	Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
	was purchased with past grant monies and is going to be used 100 percent of the time for OHV patrol. The winch is to be purchased using 75 % grand funds and 25 percent match funds. This cargo box would be utilized for carrying tools to repair our RZR incase it breaks down during a OHV patrol shift. We patrol in the mountainous areas of the Mendocino National Forrest and it's important for us to be able to repair our UTV by ourselves due to poor cell service and spotty radio reception areas.						
	3. Heavy Duty Arched Boxed Rear Radius Rods Notes : Super ATV Heavy Duty Arched Boxed Rear Radius / Rods for our Polaris RZR XPR 1000 4 seat UTV. This item will be purchased at 75% grant funding and 25% match funding.	1.0000	425.000	EA	425.00	318.75	106.25

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ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2021
Agency: Colusa County Sheriff's Office
Application: Law Enforcement

	Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
	Our project area and OHV trails is considered rocky terrain with large rocks, boulders, tree limbs and branches often on the trails. We sometimes have to go off trail for OHV accidents or lost riders which provides even more challenging paths. Having raised or arched rear radius rods will provide a greater clearance and protection for our RZR.						
	4. Arched Lower A Arms for Polaris RZR Notes : Super ATV Arched Lower A Arms for our Polaris RZR XPR 1000 4 seat UTV. This item will be purchased at 75% grant funding and 25% match funding. Our project area and OHV trails is considered rocky terrain with large rocks, boulders, tree limbs and branches often on the trails. We sometimes have to go off trail for OHV	1.0000	450.000	EA	450.00	337.50	112.50

Attachment: G21-03-05-L01 Project Agreement [Revision 1] (7021 : Ratify -Approve 2021/2022 OHV Grant/Law Enforcement-Project Agreement)

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2021
Agency: Colusa County Sheriff's Office
Application: Law Enforcement

	Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
	accidents or lost riders which provides even more challenging paths. Having raised or arched rear radius rods will provide a greater clearance and protection for our RZR.						
Total for Others					1,975.00	1,628.50	346.50
Total Program Expenses					30,625.00	20,596.00	10,029.00
TOTAL DIRECT EXPENSES					30,625.00	20,596.00	10,029.00
INDIRECT EXPENSES							
Indirect Costs							
1	**Indirect Costs**						
	1. Indirect Costs-OHV Uniforms Notes : OHV dedicated uniforms for our OHV Patrol Team. We currently have 16 members on our OHV Patrol Team. Those members are wearing their patrol uniforms which are all black and very difficult to stay clean. One or more shifts up in the project area can ruin the wool uniforms we're required to wear for patrol. On top of that our patrol uniforms can only be dry cleaned which is	16.0000	165.000	EA	2,640.00	660.00	1,980.00

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ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2021
Agency: Colusa County Sheriff's Office
Application: Law Enforcement

	Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
	expensive. A dedicated OHV Patrol Uniform would be practical and dedicated strictly to OHV. Under Armour Long Sleeve Tactical Performance Polo $60.00, Sheriff's patches and OHV Team embroidery $15.00 for above items, 5.11 Tactical Apex Pants $90.00. * The embroidery is to add OHV Patrol to the uniform shirt. This is for the public to see we are patrolling for OHV purposes. These items would be purchased at 25 percent grant funds and 75 percent match funds and would be used 100 percent of the time for OHV patrol.						
Total Indirect Costs					2,640.00	660.00	1,980.00
TOTAL INDIRECT EXPENSES					2,640.00	660.00	1,980.00

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ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2021
Agency: Colusa County Sheriff's Office
Application: Law Enforcement

	Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
TOTAL EXPENDITURES					**33,265.00**	**21,256.00**	**12,009.00**

TOTAL PROJECT AWARD	**21,256.00**	

Attachment: G21-03-05-L01 Project Agreement [Revision 1] (7021 : Ratify -Approve 2021/2022 OHV Grant/Law Enforcement-Project Agreement)

DocuSign Envelope ID: 258C3EDB-138E-44B7-93CD-B39A5F8CCC71

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

Attachment: G21-03-05-L01 Project Agreement [Revision 1] (7021 : Ratify -Approve 2021/2022 OHV Grant/Law Enforcement-Project Agreement)

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).

Attachment: G21-03-05-L01 Project Agreement [Revision 1] (7021 : Ratify -Approve 2021/2022 OHV Grant/Law Enforcement-Project Agreement)

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 Code 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.

Attachment: G21-03-05-L01 Project Agreement [Revision 1] (7021 : Ratify -Approve 2021/2022 OHV Grant/Law Enforcement-Project Agreement)

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.

Attachment: G21-03-05-L01 Project Agreement [Revision 1] (7021 : Ratify -Approve 2021/2022 OHV Grant/Law Enforcement-Project Agreement)

RESOLUTION NO..21-012

RESOLUTION OF THE COLUSA COUNTY BOARD OF SUPERVISORS AUTHORIZING THE SHERIFF TO RECEIVE GRANT FUNDING FROM THE OFFHIGHWAY 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(1) 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.

Attachment: Resolution NO.21-012 (7021 : Ratify -Approve 2021/2022 OHV Grant/Law Enforcement-Project Agreement)

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.

PASSED AND ADOPTED this 16th day of March, 2021 by the following vote:

AYES: Supervisors Kent so Boes, Daurice K. Smith, Denise J. Carter, J. Merced Corona, and Gary J. Evans .

NOES: None .

ABSENT: None . .

Gary J. Evans, Board Chair

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

By: Melissa Kitts, Deputy

APPROVED AS TO FORM:

Marcos A. Kropf, 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

Attachment: Resolution NO.21-012 (7021 : Ratify -Approve 2021/2022 OHV Grant/Law Enforcement-Project Agreement)

Attachment: Resolution NO.21-012 (7021 : Ratify -Approve 2021/2022 OHV Grant/Law Enforcement-Project Agreement)

COUNTY OF COLUSA, CA **3.1**

Request For County Board of Supervisors Action

MEETING DATE:	**December 14, 2021**
DEPARTMENT:	**Human Resources**
FROM:	**Jolene Church**
SUBJECT:	**Adopt Resolution Implementing Minimum Wage Increases Effective January 1, 2022**

Adopt a Resolution approving salary modifications due to State minimum wage increase, effective January 1, 2022.

Detailed Description/Background of request

The State minimum wage will increase on January 1, 2022 from $14.00 per hour to $15.00 per hour. In order to meet minimum wage requirements, salary range adjustments are needed for several classifications.

The Account Clerk I classification needs to be adjusted by one salary range from MSC08 ($2,392 -$3,063) to MSC09 ($2,450 - $3,140). In order to preserve appropriate internal salary relationships and avoid salary compaction, the following salary range adjustments are also necessary:
Account Clerk II from MSC12 ($2,639-$3,384) to MSC13 ($2,705-$3,470);
Account Clerk III from MSC16 ($2,915-$3,737) to MSC17 ($2,988-$3,831);
Account Clerk Supervisor from MSC22 ($3,384 - $4,339)to MSC23 ($3,470 - $4,448) per month.

The Custodian classification needs to be adjusted by 3 salary ranges from MSC06 ($2,278-$2,915) to MSC09 ($2,450 - $3,140). To avoid salary compaction, the following salary range adjustment is also necessary:
Lead Custodian from MSC09 ($2,450 - $3,140) to MSC12 ($2,639-$3,384) per month.

The Vocational Assistant classification needs to be adjusted by one salary range from MSC08 ($2,392 -$3,063) to MSC09 ($2,450 - $3,140). No other classification is affected by this adjustment.

This agenda items also seeks an hourly rate increase from $14.00 to $15.00 for Extra Help and an increase to the Deputy Sheriff Trainee's salary from $2,459 to $2,600 per month to comply with the State's new minimum wage effective January 1, 2022.

The Colusa County Employees' Association was given an opportunity to review and discuss the proposed classifications and recommendations and has concurred with the changes.

Prior Board Action

On January 05, 2021, the Board approved an increase of $14.00 per hour to comply with the State's 2021 increase in minimum wage.

On January 07, 2020, the Board approved an increase of $13.00 per hour to comply with the State's 2020 increase in minimum wage.

Fiscal Impact/Funding Source

With an effective date of 1/01/22, the total additional cost of this request (including salary and benefits) is approximately $2,316.46 per month and $13,898.83 for the rest of the 21-22 Fiscal Year (Jan-June). The breakdown by department is as follows:

Old Dept	OGF Dept	Dept	Monthly	Total FY
1021	421	Auditor	$ 138.84	$ 833.04
1022	422	Treasurer	$ 176.25	$ 1,057.52
1074	474	CAO	$ 1,298.31	$ 7,789.86
2035	535	Probation	$ 153.61	$ 921.67
4010	710	BHS	$ 149.18	$ 895.08
5011	811	DHHS	$ 302.79	$ 1,816.75
5033	833	DHHS	$ 97.48	$ 584.90
Totals			$ 2,316.46	$ 13,898.83

For Extra Help Departments have budgeted for their extra help needs during the 21-22 budget process.

The salary-only cost increase for the Deputy Sheriff Trainee classification is $141 per month, and the approximate salary-only increase for the term of the Academy is $850. Currently, there are no incumbents in this classification and there are no candidates scheduled for the Academy for the January 2022 term.

Action for the Clerk

Obtain signatures and provide copy of resolution to HR

ATTACHMENTS:

- minimum wage increaseRS (DOCX)

RESOLUTION NO. 21-

A RESOLUTION OF THE COLUSA COUNTY BOARD OF SUPERVISORS ADOPTING SALARY MODIFICATIONS DUE TO STATE MINIMUM WAGE INCREASES EFFECTIVE JANUARY 1, 2022

WHEREAS, the State of California Minimum Wage will increase from Fourteen Dollars per hour to Fifteen Dollars per hour on January 1, 2022; and

WHEREAS, there are several positions within the County whose entry step will fall below the Minimum Wage with the January 1, 2022 increase; and

WHEREAS, it is necessary to increase the salary ranges for those specific classifications in order to comply with the Minimum Wage;

NOW THEREFORE BE IT RESOLVED; the Colusa County Board of Supervisors adopts the following changes for the classifications/positions listed below:

A. Salary range adjustments for the classifications of Account Clerk I from MSC08 ($2,392 -$3,063) to MSC09 ($2,450 - $3,140); Account Clerk II from MSC12 ($2,639-$3,384) to MSC13 ($2,705-$3,470); Account Clerk III from MSC16 ($2,915-$3,737) to MSC17 ($2,988-$3,831) and Account Clerk Supervisor from MSC22 ($3,384 - $4,339)to MSC23 ($3,470 - $4,448) per month

B. Salary range adjustment for the classification of Custodian from MSC06 ($2,278-$2,915) to MSC09 ($2,450 - $3,140) and for the classification of Lead Custodian from MSC09 ($2,450 - $3,140) to MSC12 ($2,639-$3,384) per month

C. Salary range adjustment for the classification of Vocational Assistant from MSC08 ($2,392 -$3,063) to MSC09 ($2,450 - $3,140) per month

D. Hourly rate increase from $14.00 per hour to $15.00 per hour for the positions of Extra Help

E. Salary increase for Deputy Sheriff Trainee from $2,459 to $2,600

BE IT FURTHER RESOLVED, that the Board hereby amends the Position Allocation Schedule for the following departments with the above changes for their respective classifications as follows: Auditor-Controller's Office (421), County Administrative Office - Building & Grounds Custodial (474), Behavioral Health Services (710), Department of Health & Human Services (811, 833), Probation (535), Treasurer-Tax Collector (422).

Attachment: minimum wage increaseRS (8078 : Adopt Resolution Implementing 1/1/22 Minimum Wage Increases)

PASSED AND ADOPTED this 14th day of December, 2021 by the following vote:

AYES:

NOES:

ABSENT:

_____
Gary J. Evans, Chair

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

APPROVED AS TO FORM:

By: _____
Patricia Rodriguez, Deputy Clerk

_____
Richard Stout, County Counsel

Attachment: minimum wage increaseRS (8078 : Adopt Resolution Implementing 1/1/22 Minimum Wage Increases)

COUNTY OF COLUSA, CA **3.2**

Request For County Board of Supervisors Action

MEETING DATE: **December 14, 2021**

DEPARTMENT: **Human Resources**

FROM: **Jolene Church**

SUBJECT: **Approve Job Description and Salary Range Change Adjustments for Library Assistant I/II Series effective January 1, 2022**

Delete the existing classification of Library Assistant I; change the title of the existing "Library Assistant II" to "Library Assistant I"; change the title of the existing "Library Assistant III" to "Library Assistant II"; approve the revised job description to create a flexibly staffed Library Assistant I/II classification at the following salary ranges: Library Assistant I: MSC09 ($2,450 - $3,140), Library Assistant II: MSC12 ($2,639 - $3,384) per month; and amend the Position Allocation Schedule for Library (921), effective January 1, 2022.

Detailed Description/Background of request

The State minimum wage will increase on January 1, 2022 from $14.00 per hour to $15.00 per hour.

The Library Assistant I classification is affected by this increase. The Library Department, in consultation and review with the Human Resources Department, has determined that the current organizational structure needs to be updated in order to meet minimum wage requirements and the needs of the department.

To enable the Library to be nimble in its hiring and promotional efforts, it is recommended to delete the existing Library Assistant I classification and create a flexibly staffed Library Assistant series.

In order to meet minimum wage requirements next year, incumbents and candidates of the Library Assistant I classification currently at Salary Range MSC 5 ($2,221 - $2,843) would need to be placed at Step 3 of the hiring range. This is the entry-level classification. All incumbents, including extra help, are in this classification.

We also have an existing classification of Library Assistant II MSC09 ($2,450 - $3,140). To qualify for the position, 1 year of experience in library work and a high school diploma supplemented by additional training in secretarial or library science are required. This is the journey level Library Assistant classification currently used. There are no incumbents in this classification.

The current classification of Library Assistant III MSC12 ($2,639 - $3,384) requires 3 years of experience and a high school diploma supplemented by course work in library science, liberal arts or related. This is the advanced journey level classification. There are no incumbents in this classification.

It is recommended that a flexibly staffed Library Assistant I/II classification be created which would better meet the business needs of the Department as well address minimum wage, recruitment, retention and equity issues. The proposed changes are as follows:

- Delete the existing classification of Library Assistant I
- The existing Library Assistant II would become the new Library Assistant I salary at range MSC09 ($2,450 - $3,140). This classification will be the entry to journey level classification. The minimum requirements have been decreased from 1 year of library experience to 6 months of experience in libraries, teaching, bookstore or related clerical work involving working directly with the public. The training requirement listing additional training in secretarial science or library science as required has been changed to highly desirable.
- The current Library Assistant III would become the new Library Assistant II at salary range MSC12 ($2,639 - $3,384). There are no changes to the minimum requirements.

Through this reorganization incumbents currently in the Library Assistant I classification will be placed at the new Library Assistant I classification and corresponding salary range. Extra help will be placed at the new range as well.

Attached is the final version of the revised Library Assistant I/II series job description as well as the old job descriptions for the classifications of Library Assistant I, II, and III.

The Colusa County Employees' Association was given an opportunity to review and discuss the proposed classifications and recommendations and has concurred with the changes.

Prior Board Action

On January 05, 2021, the Board approved an increase of $14.00 per hour to comply with the State's 2021 increase in minimum wage.

On January 07, 2020, the Board approved an increase of $13.00 per hour to comply with the State's 2020 increase in minimum wage.

Fiscal Impact/Funding Source

With an effective date of 1/01/22, the total additional cost of this request (including salary and benefits) is approximately $1,036.88 per month and $6221.25 for the rest of the 21-22 Fiscal Year (Jan-June).

For Extra Help the Department has budgeted for their extra help needs during the 21-22 budget process.

Action for the Clerk

None

ATTACHMENTS:

- Library Assistant I.II FINAL (DOC)
- Library Assistant I.ge (PDF)
- Library Assistant II.ge (PDF)
- Library Assistant III (PDF)

COUNTY OF COLUSA

Established: 12/14/2021
Revised: 12/14/2021
Salary Range: MSC09 / MSC12
FLSA: Non-Exempt

LIBRARY ASSISTANT I/
LIBRARY ASSISTANT II

DEFINITION

To perform a variety of clerical library work including processing and handling library materials, working at the circulation desk and processing materials using the computerized cataloging equipment.

DISTINGUISHING CHARACTERISTICS

Library Assistant I – This is the entry to full journey level class within the Library Assistant series. Employees within this class perform the full range of duties as assigned including basic reference work, circulation activities and providing general patron assistance. Employees at this level may be assigned to a branch library where the employee is responsible for the general operation of the branch. Employees at this level receive occasional instruction or assistance as new or unusual situations arise, and are fully aware of the operating procedures and policies of the work unit.

Library Assistant II – This is the advanced journey level in the Library Assistant series. This class is distinguished from the Library Assistant I in that it provides lead direction to support staff and performs more complex duties that require greater independence within established guidelines. Positions in this class are normally filled by advancement from the Library Assistant I level, or when filled from the outside, have prior 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

Library Assistant I –

Receives general supervision from supervisory or management staff.

May provide technical supervision to part-time clerical staff.

Library Assistant II –

Receives general supervision from supervisory or management staff.

Exercises technical supervision over clerical staff and part-time staff.

Attachment: Library Assistant I.II FINAL (7019 : Modify Position Titles and Adopt Salary Range change due to minimum wage increase eff.

EXAMPLES OF IMPORTANT DUTIES (*varies by level*):

Assist library patrons in locating and selecting materials, filling requests, collecting materials and preparing them for public use and presentation; conduct computer searches for materials as necessary; prepare requests for materials from other libraries.

Research and respond to patrons' reference questions including those received in person and on the telephone.

Serve at the circulation desk; check books and other library materials in and out of the library; check author/title requests from other libraries; verify library holdings; receive, inspect, process and shelve returned materials to prepare them for recirculation; process materials for patron use; alphabetize and sort circulation cards.

Determine patron eligibility and verify patron information for library cards; issue library cards and type duplicate registrations for library branches; update all patron registrations.

Identify overdue materials; process notices as required; collect, record and account for payment of fines.

Evaluate and maintain orderliness of shelved materials; mend and clean books and magazines.

Processing materials received from other library branches and donated materials; sort and count materials received; pull and route materials in need of mending, binding, repairing or discarding; preparation of filing cards, distribution, and shipment.

Receive and maintain a variety of forms and reference directories including Federal and State forms and telephone directories; order new forms and directories as needed.

Maintain catalog cards in files including both the public files and the main shelf list.

Review reference collection periodically; read shelves to ensure that books are in order; weed collection as needed.

Supervise the periodicals collection including reviewing, discontinuing, and updating the periodicals collection; ensure that all periodicals are received in a timely manner; submit claims in the event of subscription problems.

Prepare library exhibits and displays; conduct library tours.

Assist in the general operation of a branch library; supervise the branch library operation in the absence of the Branch Librarian.

May serve as Branch Librarian; oversee general operation of the branch.

Open and distribute all mail and newspapers.

Prepare children's programs; work with various groups of children to encourage and increase interest in reading.

Attend seminars or workshops pertaining to library services.

Attachment: Library Assistant I.II FINAL (7019 : Modify Position Titles and Adopt Salary Range change due to minimum wage increase eff.

Maintain the collection of the library; assist in ordering new materials.

Process, ship and receive interlibrary loan requests; receive and process book and materials reserve requests; maintain interlibrary loan and reserve records; notify patrons when materials arrive.

Coordinate the processing and shipment of audiovisual materials; process requests; schedule films; prepare and maintain rotating film and videocassette collection.

Perform searched in CULP for periodicals available in libraries.

Organize information regarding genealogy; update materials as necessary; collect and compile bibliographic data.

Organize and file a variety of information regarding library services and materials.

Perform general clerical work such as typing and maintaining files and records.

May assist in preparing a schedule of work for library staff.

May assist in supervising, training and evaluating the performance of students and part-time library workers.

Perform related duties and responsibilities as required.

QUALIFICATIONS

Library Assistant I

Knowledge of:
English usage, spelling, grammar and punctuation.

Basic mathematical principles.

Basic modern library practices and procedures.

Basic principles and procedures of cataloging.

Skills in:

Modern office procedures, methods and computer equipment.

Principles and procedures of record keeping.

Ability to:

Learn standard library practices and procedures.

Understand and follow oral and written instructions.

Attachment: Library Assistant I.II FINAL (7019 : Modify Position Titles and Adopt Salary Range change due to minimum wage increase eff.

Make routine arithmetic calculations.

Type at a speed necessary for successful job performance.

Learn about the use of computer equipment.

Communicate clearly and concisely, both orally and in writing.

Perform clerical library work with speed and accuracy.

Maintain files and records.

Perform simple mathematical calculations.

Establish and maintain effective working relationships with those contacted in the course of work.

Library Assistant II

Knowledge of:

Principles and practices of library work including methods, practices and techniques of classification and cataloging of reference and other adult services, or of children's services.

Organization, policies and operating procedures of the County Library.

The County Library collection and its organization.

County Library policies and procedures.

Basic arithmetic.

Principles of supervision and training.

Skills in:

Modern office procedures, methods and computer equipment.

Principles and procedures of record keeping.

Ability to:

Perform moderately complex requests and reference work.

Work independently in the absence of supervision.

Type at a speed necessary for successful job performance.

Supervise and train assigned staff.

Communicate clearly and concisely, both orally and in writing.

Attachment: Library Assistant I.II FINAL (7019 : Modify Position Titles and Adopt Salary Range change due to minimum wage increase eff.

Establish and maintain effective working relationships with those contacted in the course of work.

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:

Library Assistant I

Experience:

Six (6) months of experience in libraries, teaching, bookstores, or related clerical work involving working directly with the public.

Training:

Equivalent to completion of the twelfth grade. Additional training in secretarial science or library science is highly desirable.

License or Certificate:

Possession of an appropriate, valid California driver's license.

Library Assistant II

Experience:

Three years of increasingly responsible experience in technical library work.

Training:

Equivalent to completion of the twelfth grade supplemented by course work in library science, liberal arts or a closely related field.

License or Certificate:

Possession of an appropriate, valid 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; ability to operate a motor vehicle and to visit various County and meeting sites; vision to read printed materials and a computer screen; and hearing and speech to communicate in person, before groups and over the telephone. 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 constantly move about on foot and frequently bend, stoop, kneel, reach, push, and pull

Attachment: Library Assistant I.II FINAL (7019 : Modify Position Titles and Adopt Salary Range change due to minimum wage increase eff.

drawers open and closed to retrieve and file information and books. Employees must possess the ability to lift, carry, push, and pull materials and objects, up to 30 pounds, as necessary to perform job functions.

Employees work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures.

The County of Colusa is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the County will provide reasonable accommodation to qualified individuals with disabilities. Colusa County encourages both incumbents and individuals who have been offered employment to discuss potential accommodations with the employer.

Attachment: Library Assistant I.II FINAL (7019 : Modify Position Titles and Adopt Salary Range change due to minimum wage increase eff.

COUNTY OF COLUSA

Established: TBD
Revised: TBD
Salary Range: MSC5
FLSA: Non-Exempt

LIBRARY ASSISTANT I

DEFINITION

To perform a variety of basic clerical library work including working the circulation desk, preparing materials for circulation, and maintaining accurate files and records.

DISTINGUISHING CHARASCTERISTICS

This is the entry level class in the Library Assistant series. This class is distinguished from the Library Assistant II by the performance of the more routine tasks and duties assigned to positions within the series including working the circulation desk or assisting in the general operation of a branch library. Since this class is typically used as a training class, employees may have only limited or no directly related work experience.

SUPERVISION RECEIVED AND EXERCISED

Receives immediate supervision from supervisory or management staff.

EXAMPLES OF IMPORTANT RESPONSIBILITIES AND DUTIES—*Important responsibilities and duties may include, but are not limited to, the following:*

Assist in the general operation of a branch library; supervise the branch library operation in the absence of the Branch Librarian.

Serve at the circulation desk; check books in and out of the library and issue library cards.

Identify overdue materials; process notices as required; collect, record and account for payment of fines.

Answer routine informational questions; refer more difficult or technical questions to appropriate library staff.

Maintain a variety of clerical files.

Receive and sort through materials donated to the library.

Assist in processing new materials for circulation purposes.

Review reference collection periodically; read shelves to ensure that books are in order; weed collection as needed.

Prepare library exhibits and displays; conduct library tours.

Attachment: Library Assistant I.ge (7019 : Modify Position Titles and Adopt Salary Range change due to minimum wage increase eff. 1/1/22)

Perform routine clerical assignments including typing.

May assist in performing simple reference work and administering children's services.

Perform related duties and responsibilities as required.

QUALIFICATIONS

Knowledge:

Basic arithmetic.

English usage, spelling, grammar and punctuation.

Modern office procedures, methods and equipment.

Ability to:

Learn standard library practices and procedures.

Understand and follow oral and written instructions.

Make routine arithmetic calculations.

Type at a speed necessary for successful job performance.

Learn about the use of computer equipment.

Communicate clearly and concisely, both orally and in writing.

Establish and maintain effective working relationships with those contacted in the course of work.

Experience and Training Guidelines—*Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:*

Experience:

Prior experience in basic library work is preferred.

Training:

Equivalent to the completion of the twelfth grade.

The County of Colusa is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the County will provide reasonable accommodation to qualified individuals with disabilities. Colusa County encourages both incumbents and individuals who have been offered employment to discuss potential accommodations with the employer.

Attachment: Library Assistant I.ge (7019 : Modify Position Titles and Adopt Salary Range change due to minimum wage increase eff. 1/1/22)

COUNTY OF COLUSA

Established: TBD
Revised: TBD
Salary Range: MSC9
FLSA: Non-Exempt

LIBRARY ASSISTANT II

DEFINITION

To perform a variety of clerical library work including processing and handling library materials, working at the circulation desk and processing materials using the computerized cataloging equipment.

DISTINGUISHING CHARACTERISTICS

This is the full journey level class within the Library Assistant series. Employees within this class are distinguished from the Library Assistant III and I by the performance of the full range of duties as assigned including basic reference work, circulation activities and providing general patron assistance. Employees at this level may be assigned to a branch library where the employee is responsible for the general operation of the branch. Employees at this level receive occasional instruction or assistance as new or unusual situations arise, and are fully aware of the operating procedures and policies of the work unit. Positions in this class are normally filled by advancement from the Library Assistant I level, or when filled from the outside, have prior experience.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from management or supervisory staff;

May provide technical supervision to part-time clerical staff;

EXAMPLES OF IMPORTANT RESPONSIBILITIES AND DUTIES—*Important responsibilities and duties may include, but are not limited to, the following:*

Review reference collection periodically; read shelves to ensure that books are in order; weed collection as needed.

Supervise the periodicals collection including reviewing, discontinuing, and updating the periodicals collection; ensure that all periodicals are received in a timely manner; submit claims in the event of subscription problems.

Coordinate the processing and shipment of audiovisual materials; process requests; schedule films; prepare and maintain rotating film and videocassette collection.

Prepare library exhibits and displays; conduct library tours.

May serve as Branch Librarian; oversee general operation of the branch.

Check out books and other library materials; receive, inspect, process and shelve returned materials; alphabetize and sort circulation cards; prepare overdue notices.

Attachment: Library Assistant II.ge (7019 : Modify Position Titles and Adopt Salary Range change due to minimum wage increase eff. 1/1/22)

Attachment: Library Assistant II.ge (7019 : Modify Position Titles and Adopt Salary Range change due to minimum wage increase eff. 1/1/22)

Determine patron eligibility and verify patron information for library cards; issue library cards and type duplicate registrations for library branches; update all patron registrations.

Process current library material; evaluate and maintain orderliness of shelved materials; mend and clean books and magazines.

Perform general clerical work such as typing and maintaining files and records.

Assist in processing materials received from other library branches and donated materials; sort and count materials received; pull and route materials in need of mending, binding, repairing or discarding.

Receive and maintain a variety of forms and reference directories including Federal and State forms and telephone directories; order new forms and directories as needed.

Provide general assistance to library patrons.

Open and distribute all mail and newspapers.

May assist in supervising part-time clerical staff involved in performing the basic duties and tasks associated with library operations; make work assignments as necessary.

Assist with inter-library loan requests.

Assist in processing all magazines, pamphlets, newspapers and paperback books.

Assist in maintaining catalog cards in files including both the public files and the main shelf list.

Collect overdue fines as necessary.

Assist with all aspects of processing new materials including preparation of filing cards, distribution, and shipment.

Assist with preparing children's programs; work with various groups of children to encourage and increase interest in reading.

Attend seminars or workshops pertaining to library services.

Perform related duties and responsibilities as required.

QUALIFICATIONS

Knowledge of:

Modern office procedures, methods and computer equipment;

Principles and procedures of record keeping;

Basic mathematical principles;

Modern library practices and procedures;

Organization, policies and operating procedures of the County Library;

Basic principles and procedures of cataloging;

Ability to:

Perform clerical library work with speed and accuracy.

Maintain files and records.

Perform simple mathematical calculations.

Communicate clearly and concisely, both orally and in writing.

Establish and maintain effective working relationships with those contacted in the course of work.

Experience and Training Guidelines:--*Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:*

Experience:

One year of experience in library work.

Training:

Equivalent to completion of the twelfth grade supplemented by additional training in secretarial science or library science;

The County of Colusa is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the County will provide reasonable accommodation to qualified individuals with disabilities. Colusa County encourages both incumbents and individuals who have been offered employment to discuss potential accommodations with the employer.

Attachment: Library Assistant II.ge (7019 : Modify Position Titles and Adopt Salary Range change due to minimum wage increase eff. 1/1/22)

COUNTY OF COLUSA

Established: TBD
Revised: TBD
Salary Range: MSC12
FLSA: Non-Exempt

LIBRARY ASSISTANT III

DEFINITION

To perform a variety of advanced level technical library work in the operation of the County Library including overseeing the interlibrary loan process, resolving reference questions, maintaining the library collection and assisting patrons in locating materials.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from supervisory or management staff.

Exercises technical supervision over clerical staff and part-time staff.

EXAMPLES OF IMPORTANT RESPONSIBILITIES AND DUTIES—*Important responsibilities and duties may include, but are not limited to, the following:*

Maintain the collection of the library; assist in ordering new materials.

Assist library patrons in locating and selecting materials, filling requests, collecting materials and preparing them for public use and presentation; conduct computer searches for materials as necessary; prepare requests for materials from other libraries.

Research and respond to patrons' reference questions including those received in person and on the telephone.

Process, ship and receive interlibrary loan requests; receive and process book and materials reserve requests; maintain interlibrary loan and reserve records; notify patrons when materials arrive.

Receive and sort through materials donated to the library.

Review reference collection periodically; read shelves to ensure that books are in order; weed collection as needed.

Coordinate the processing and shipment of audiovisual materials; process requests; schedule films; prepare and maintain rotating film and videocassette collection.

Prepare library exhibits and displays; conduct library tours.

Assist in working at the circulation desk; check author/title requests from other libraries; verify library holdings; process returned library materials to prepare them for recirculation; process materials for patron use; reshelve materials as necessary.

Attachment: Library Assistant III (7019 : Modify Position Titles and Adopt Salary Range change due to minimum wage increase eff. 1/1/22)

Assist in supervising, training and evaluating the performance of students and part-time library workers.

Perform searched in CULP for periodicals available in libraries.

Organize information regarding genealogy; update materials as necessary; collect and compile bibliographic data.

Assist in organizing and filing a variety of information regarding library services and materials.

Attend seminars or workshops pertaining to library services.

Assist in preparing a schedule of work for library staff.

Perform related duties and responsibilities as required.

QUALIFICATIONS

Knowledge of:

Principles and practices of library work including methods, practices and techniques of classification and cataloging of reference and other adult services, or of children's services.

The County Library collection and its organization.

County Library policies and procedures.

Modern office procedures, methods and computer equipment.

Principles and procedures of record keeping.

Basic arithmetic.

Principles of supervision and training.

Ability to:

Perform moderately complex requests and reference work.

Work independently in the absence of supervision.

Type at a speed necessary for successful job performance.

Supervise and train assigned staff.

Communicate clearly and concisely, both orally and in writing.

Attachment: Library Assistant III (7019 : Modify Position Titles and Adopt Salary Range change due to minimum wage increase eff. 1/1/22)

Establish and maintain effective working relationships with those contacted in the course of work.

Experience and Training Guidelines:--*Any combination of experience and training that would likely provide the required knowledge a abilities is qualifying. A typical way to obtain the knowledge and abilities would be:*

Experience:

Three years of increasingly responsible experience in technical library work.

Training:

Equivalent to completion of the twelfth grade supplemented by course work in library science, liberal arts or a closely related field.

The County of Colusa is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the County will provide reasonable accommodation to qualified individuals with disabilities. Colusa County encourages both incumbents and individuals who have been offered employment to discuss potential accommodations with the employer.

Attachment: Library Assistant III (7019 : Modify Position Titles and Adopt Salary Range change due to minimum wage increase eff. 1/1/22)

COUNTY OF COLUSA, CA **3.3**

Request For County Board of Supervisors Action

MEETING DATE:	**December 14, 2021**
DEPARTMENT:	**Human Resources**
FROM:	**Jolene Church**
SUBJECT:	**Resolution Authorizing the County Administrative Officer to Serve as the Deferred Compensation Plan Administrator**

Adopt a Resolution of the Colusa County Board of Supervisors Authorizing the County Administrative Officer to Serve as the Deferred Compensation Plans Administrator.

Detailed Description/Background of request

The County of Colusa entered into deferred compensation agreements with the following vendors for the benefit of its employees: CalPERS, Empower Retirement, MissionSquare Retirement (formerly known as ICMA Retirement Corporation or Vantage Trust), Mass Mutual and Valic. Current employees are participating in each of these plans. The Auditor-Controller had Plan Administrator Authority and served as the Coordinator to carry out the Plans. On June 30, 2015, the Board reassigned the responsibility for County benefit administration, including deferred compensation, to the Human Resources Department. However, during this transition, with the exception of the MissionSquare Retirement Plan (formerly known as ICMA Retirement Corporation or Vantage Trust), a resolution from the Colusa County Board of Supervisors affecting the change did not take place. As such, the Board will need to execute all necessary agreements incidental to the administration of the Plans. In an effort to make the administration of the Plans more efficient, it is requested that the Board adopt a resolution authorizing the County Administrative Officer to serve as Plan Administrator.

Staff recommends adoption of the resolution.

Prior Board Action

October 17, 2019 Adoption of Resolution Changing the Plan Coordinator for the ICMA Deferred Compensation Plan from the Auditor-Controller to the Human Resources Manager.

June 30, 2015 The Board reassigned the responsibility for county benefits administration, including deferred compensation plan administration to the Human Resources Department.

Fiscal Impact/Funding Source

None

Action for the Clerk

Provide a certified copy of the adopted resolution to Human Resources.

ATTACHMENTS:

- Resolution (DOC)

RESOLUTION NO. _____

RESOLUTION OF THE COLUSA COUNTY BOARD OF SUPERVISORS AUTHORIZING THE COUNTY ADMINISTRATIVE OFFICER TO SERVE AS THE DEFERRED COMPENSATION PLAN ADMINISTRATOR

WHEREAS, the County of Colusa (Employer) entered into deferred compensation agreements with CalPERS, Empower Retirement, MissionSquare Requirement (formerly known as ICMA Retirement Corporation or Vantage Trust), Mass Mutual and Valic;

WHEREAS, the County of Colusa has current employees participating in each of the deferred compensation programs ("Plans");

WHEREAS, the position of Auditor-Controller was designated to serve as the Coordinator for deferred compensation programs;

WHEREAS, on June 30, 2015 the Colusa County Board of Supervisors authorized the transition of responsibility for County benefit administration, including deferred compensation plan administration, to the Human Resources Department; and

WHEREAS, for continued efficient administration of the Plans the Board is required to provide specific authorization for Plan Administration;

NOW, THEREFORE, BE IT RESOLVED that the County Administrative Officer is authorized to administer the Plans for the County and shall receive reports, notices and other related documentation from each of the deferred compensation plans, cast on behalf of the County any required votes under the Plans, and delegate any administrative duties relating to the Plan to the Human Resources Director.

BE IT FURTHER RESOLVED, that the Board of Supervisors authorizes the County Administrative Officer to execute all necessary ministerial agreements incidental to the administration of the Plan.

PASSED AND ADOPTED by the Board of Supervisors of the County of Colusa, State of California, this 14st day of December 2021, by the following vote:

AYES:

NOES:

ABSENT:

_____

Gary J. Evans, Board Chair

Attachment: Resolution [Revision 2] (8043 : Deferred Compensation Plan Admnistrator)

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

By:_____
Ann Nordyke, Deputy

APPROVED AS TO FORM:

_____
Richard Stout
County Counsel

Attachment: Resolution [Revision 2] (8043 : Deferred Compensation Plan Admnistrator)

COUNTY OF COLUSA, CA **3.4**

Request For County Board of Supervisors Action

MEETING DATE:	**December 14, 2021**
DEPARTMENT:	**Human Resources**
FROM:	**Jolene Church**
SUBJECT:	**Delegation of Authority to Make Applications for Disability Retirement and to Make Disability Determinations**

Adopt a Resolution of the Colusa County Board of Supervisors Delegating Its Authority to Make Applications on Behalf of the Agency for Disability Retirement to the Human Resources Director and Delegating Its Authority to Make Disability Determinations to the County Administrative Officer.

Detailed Description/Background of request

Government Code section 21153 obligates the employer to file for disability retirement on behalf of an employee if the employer has reason to believe that the employee is disabled and has not applied on their own behalf. Government Code section 21152 states an Employer Originated application for an employee can be submitted by the governing body, or an official designated by the governing body of the contracting agency.

Government Code section 21156 provides that the board of the contracting agency shall make a determination on a safety employee's disability retirement on the basis of competent medical opinion and shall not use disability retirement as a substitute for the disciplinary process. It further provides that the Board shall determine if the safety employee is or is not disabled and whether the disability is in fact "industrial." A disability is "industrial" if it is caused by the employee's job with the County. The County will make a medical determination for both disability retirement and industrial disability retirement.

Depending on the circumstances, the application and determination process can be time consuming, and requires the evaluation of various medical records, reports and other relevant information. Additionally, because the Board as a whole has to make the determination, the review and any related discussion would have to take place in an open or closed session of the Board depending on the nature of the information discussed. Under California Government Code section 21173, the Board may delegate its authority to make applications for disability retirement as well as determinations.

At the February 10, 2015 Board Meeting, in an effort to make the determination process more efficient and thorough, the Board, under California Government Code section 21173, delegated its authority to make industrial disability determinations only to the

County Administrative Officer. Because the County is required to make medical determinations for both disability retirement and industrial disability retirement, in order to make the disability determination process more efficient, it is requested that the Board adopt a resolution delegating its authority to make disability determinations, both industrial and non-industrial, to the County Administrative Officer. It is also requested that the Board delegate its authority to make applications for disability retirement to the Human Resources Director.

Staff recommends adoption of the resolution.

Prior Board Action

February 10, 2015 Resolution of the Colusa County Board of Supervisors Delegating Its Authority to Make Industrial Disability Determinations to the County Administrative Officer was adopted.

Fiscal Impact/Funding Source

None

Action for the Clerk

Obtain signatures and necessary and provide certified copy to the Human Resources Department.

ATTACHMENTS:

- Resolution (DOC)

RESOLUTION NO. 21-

RESOLUTION OF THE COLUSA COUNTY BOARD OF SUPERVISORS DELGATING ITS AUTHORITY TO MAKE APPLICATIONS FOR DISABILITY RETIRMENT AND TO MAKE DISABILITY DETERMINATIONS

WHEREAS, the County of Colusa (herein referred to as Agency) is a contracting agency of the California Public Employees' Retirement System;

WHEREAS, the Public Employees' Retirement Law requires that a contracting agency determine whether an employee of such agency in employment in which he/she is classified as a local safety member is disabled for purposes of the Public Employees' Retirement Law and such disability is "industrial" within the meaning of such Law; and

WHEREAS, the County of Colusa Board of Supervisors has determined upon legal advice that it may delegate authority under Government Code section 21173 to make such determinations to the incumbent of the office/position of County Administrative Officer.

NOW, THEREFORE, BE IT RESOLVED that the County of Colusa Board of Supervisors delegates and it does hereby delegates to the incumbent of the office/position of Human Resources Director, authority to make applications on behalf of the Agency pursuant to Government Code section 21152 (c) for disability retirement of all employees and to initiate requests for reinstatement of such employees who are retired for disability; and

BE IT FURTHER RESOLVED that the County of Colusa Board of Supervisors delegates and it does hereby delegate to the incumbent of the office/position of County Administrative Officer authority to make determinations of disability on behalf of the Agency under Government Code section 21156 and whether such disability is industrial and to certify such determinations and all other necessary information to the California Public Employees' Retirement System.

PASSED AND ADOPTED by the Board of Supervisors of the County of Colusa, State of California, this 14st day of December 2021, by the following vote:

AYES:

NOES:

ABSENT:

_____

Gary J. Evans, Board Chair

Attachment: Resolution [Revision 1] (8044 : Disability Determinations Delegation of Authority)

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

By:_____
Ann Nordyke, Deputy

APPROVED AS TO FORM:

_____
Richard Stout
County Counsel

Attachment: Resolution [Revision 1] (8044 : Disability Determinations Delegation of Authority)

COUNTY OF COLUSA, CA **3.5**

Request For County Board of Supervisors Action

MEETING DATE: **December 14, 2021**

DEPARTMENT: **Human Resources**

FROM: **Jolene Church**

SUBJECT: **Revised Job Description for Peer Support Specialist**

Approve the revised job description for the Peer Support Specialist.

Detailed Description/Background of request

In preparation of an upcoming recruitment for the additional Peer Support Specialist positions approved in the 2021-2022 Budget for the Department of Behavioral Health Services the job description was reviewed. Currently, the job description is specific to working with clients in Safe Haven, Peer Advocacy, and Workforce Education and Training (WET) programs.

The proposed changes eliminates the specific services and support groups which would allow the department to utilize the same classification for future MHSA Plan approved positions and outreach services that the Department provides.

Attached are the red-line and final versions of the revised job description.

The Colusa County Employees' Association was provided a copy of the proposed changes for comment and has concurred with the changes.

Prior Board Action

None.

Fiscal Impact/Funding Source

There are no fiscal impacts associated with this recommendation since it only affects the job description.

Action for the Clerk

None

ATTACHMENTS:

- 12.14.21 Peer Support Specialist REDLINE (DOC)
- 12.14.21 Peer Support Specialist FINAL (DOC)

COUNTY OF COLUSA

Established: ~~0~~5/03/~~20~~11
Revised: ~~0~~9/10/~~20~~19; 12/14/21
Salary Range: MSC10
FLSA: Non-Exempt

PEER SUPPORT SPECIALIST

~~*Job descriptions are written as a representative general list of the essential duties performed by a job class. They cannot include nor are they intended to include all duties performed by all positions occupying a class.*~~

~~P~~DEFINITION~~OSITION PURPOSE~~:

Works with ~~clients in Safe Haven, Peer Advocacy Council and Workforce Education and Training (WET) volunteers on a daily basis and assists with the peers helping peers support group.~~ Community members and behavioral health clients who engage in supportive groups, program activities and ~~groups at the Youth Center and/or Safe Haven~~community outreach services for Colusa County Residents.

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DISTINGUISHING CHARACTERISTICS:

This is a Mental Health Services Act (MHSA) ~~Community Services and Supports~~ Plan approved position.

SUPERVISION RECEIVED:

Receives general direction from the MHSA Coordinator/Grant Writer and ~~.~~
~~R~~receives direct supervision by the Clinical Program Manager.

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EXAMPLES OF DUTIES ~~AND RESPONSIBILITIES~~:

This information listed below is meant to serve as samples of job duties and responsibilities for positions in this classification. 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.

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~~**A. Held in Common:**~~

~~1. Supports the Mission of the County and its elected and appointed officials.~~
~~Exhibits the duty of loyalty to an employer's representatives.~~

~~2. Provides courteous and timely service to the public as the ultimate employer.~~

Attachment: 12.14.21 Peer Support Specialist REDLINE [Revision 1] (8054 : Revised Job Description for Peer Support Specialist)

~~3. Works cooperatively with other county employees.~~

~~2.~~ Works with clients and community members (referred to as "peers" or "members") on a daily basis with skill building, coordinating client involvement in prevention and early intervention activities, wellness and recovery activities, ~~workforce education and training,~~ and appropriate interaction skills.

~~3.~~ Establishes and assists in activities for clients/peers/members, makes recommendations for process improvements and implements modifications for program operations and activities.

Participates in Quality Improvement Committee (QIC) and Cultural Competency Committee. ~~Small County Emergency Risk Pool (SCERP) performance improvement plan.~~

~~4.~~ Assists in stakeholder meetings as required by the MHSA; assists consumers of the Youth Center/Safe Haven and their family members with their concerns, needs, and expectations.

Makes referrals to Behavioral Health for Mental Health and/or Substance Use Disorder services on behalf of the peer/member.

~~5.~~ Performs other duties as required.

~~REPRESENTATIVE COMPETENCIES AND QUALIFICATIONS~~EMPLOYMENT STANDARDS:

~~*The requirements listed below are representative of the knowledge, skill and ability required to satisfactorily perform the job's essential duties and responsibilities.*~~

Knowledge of:

Operating policies and procedures of the Department of Behavioral Health, Safe Haven Wellness and Recovery Center, and Youth Center. ~~Drop In Center, Peer Advocacy Council and the WET Volunteer program~~

Skills in:

Establishing supportive, trusting relationship with clients/participants/families.

Interacting with people of different social, economic, and ethnic backgrounds.

Modern office procedures, methods and computer equipment.~~.~~

Ability to:

Facilitate strength-based social groups for clients/peers/members.

Create an activities calendar and organize material needed for activities.

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Attachment: 12.14.21 Peer Support Specialist REDLINE [Revision 1] (8054 : Revised Job Description for Peer Support Specialist)

Build and maintain relationships with stakeholders and other involved agencies.

Maintain programs and outreach to and for consumers ~~and~~, their families, and peers/members.

Maintain compliance with federal, state, and local policies, procedures, laws, and regulations.

Communicate effectively both verbally and in writing.

Work with accuracy and attention to detail.

Operate and use modern office equipment.

Effectively organize and prioritize assigned work.

Establish and maintain effective working relationships.

Ensure safety of clients/peers/members and act quickly to contact Behavioral Health Crisis Worker if need arises.

~~EDUCATION AND EXPERIENCE~~QUALIFICATIONS:

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Experience:

A past or present consumer of mental health or substance use treatment, or has a family member who is a past or present consumer of mental health or substance use treatment.

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Incumbent must possess a clear understanding of the mental health client culture and community as well as challenges faced by adults and youth experiencing behavioral health issues, including a culture of stigma and discrimination.

Current involvement with the mental health culture and local community is strongly preferred.

Customer Service skills and bilingual in Spanish is also preferred.

Training:

High School Diploma or GED.

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Licensing or Certifications:

- A valid State of California driver's license.
- ~~High School Diploma or GED.~~

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~~A past or present consumer of mental health or substance use treatment, or has a~~

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 and to visit various County and meeting sites; vision to read printed materials and a computer screen; and hearing and speech to communicate in person, before groups, and over the telephone. Although this is primarily a sedentary office classification requiring standing in work areas and walking between work areas, the position may also require some fieldwork. 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, and potential exposure to hazardous physical substances. 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. Employees may work varying shift schedules including nights, weekends, and/or holidays.

~~*The work environment characteristics described are representative of those an employee*~~

- ~~*Work is primarily performed indoors.*~~

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Attachment: 12.14.21 Peer Support Specialist REDLINE [Revision 1] (8054 : Revised Job Description for Peer Support Specialist)

COUNTY OF COLUSA

Established: 5/03/11
Revised: 9/10/19; 12/14/21
Salary Range: MSC10
FLSA: Non-Exempt

PEER SUPPORT SPECIALIST

DEFINITION:

Works with Community members and behavioral health clients who engage in supportive groups, program activities and community outreach services for Colusa County Residents.

DISTINGUISHING CHARACTERISTICS:

This is a Mental Health Services Act (MHSA) Plan approved position.

SUPERVISION RECEIVED:

Receives general direction from the MHSA Coordinator/Grant Writer and receives direct supervision by the Clinical Program Manager.

EXAMPLES OF DUTIES:

This information listed below is meant to serve as samples of job duties and responsibilities for positions in this classification. 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.

Recommends and assists in the implementation of goals and objectives regarding client services through the MHSA funding.

Works with clients and community members (referred to as "peers" or "members") on a daily basis with skill building, coordinating client involvement in prevention and early intervention activities, wellness and recovery activities, and appropriate interaction skills.

Establishes and assists in activities for clients/peers/members, makes recommendations for process improvements and implements modifications for program operations and activities.

Participates in Quality Improvement Committee (QIC) and Cultural Competency Committee.

Assists in stakeholder meetings as required by the MHSA; assists consumers of the Youth Center/Safe Haven and their family members with their concerns, needs, and expectations.

Makes referrals to Behavioral Health for Mental Health and/or Substance Use Disorder services on behalf of the peer/member.

Performs other duties as required.

Attachment: 12.14.21 Peer Support Specialist FINAL (8054 : Revised Job Description for Peer Support Specialist)

EMPLOYMENT STANDARDS:

Knowledge of:

Operating policies and procedures of the Department of Behavioral Health, Safe Haven Wellness and Recovery Center, and Youth Center.

Skills in:

Establishing supportive, trusting relationship with clients/participants/families.

Interacting with people of different social, economic, and ethnic backgrounds.

Modern office procedures, methods and computer equipment.

Ability to:

Facilitate strength-based social groups for clients/peers/members.

Create an activities calendar and organize material needed for activities.

Build and maintain relationships with stakeholders and other involved agencies.

Maintain programs and outreach to and for consumers, their families, and peers/members.

Maintain compliance with federal, state, and local policies, procedures, laws, and regulations.

Communicate effectively both verbally and in writing.

Work with accuracy and attention to detail.

Operate and use modern office equipment.

Effectively organize and prioritize assigned work.

Establish and maintain effective working relationships.

Ensure safety of clients/peers/members and act quickly to contact Behavioral Health Crisis Worker if need arises.

QUALIFICATIONS:

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Experience:

Attachment: 12.14.21 Peer Support Specialist FINAL (8054 : Revised Job Description for Peer Support Specialist)

A past or present consumer of mental health or substance use treatment, or has a family member who is a past or present consumer of mental health or substance use treatment.

Incumbent must possess a clear understanding of the mental health client culture and community as well as challenges faced by adults and youth experiencing behavioral health issues, including a culture of stigma and discrimination.

Current involvement with the mental health culture and local community is strongly preferred.

Customer Service skills and bilingual in Spanish is also preferred.

Training:

High School Diploma or GED.

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 and to visit various County and meeting sites; vision to read printed materials and a computer screen; and hearing and speech to communicate in person, before groups, and over the telephone. Although this is primarily a sedentary office classification requiring standing in work areas and walking between work areas, the position may also require some fieldwork. 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, and potential exposure to hazardous physical substances. 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. Employees may work varying shift schedules including nights, weekends, and/or holidays.

The County of Colusa is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the County will provide reasonable accommodation to qualified individuals with disabilities. Colusa County encourages both incumbents and individuals who have been offered employment to discuss potential accommodations with the employer.

Attachment: 12.14.21 Peer Support Specialist FINAL (8054 : Revised Job Description for Peer Support Specialist)

COUNTY OF COLUSA, CA **3.6**

Request For County Board of Supervisors Action

MEETING DATE:	**December 14, 2021**
DEPARTMENT:	**Human Resources**
FROM:	**Jolene Church**
SUBJECT:	**Revised Job Description to Create a Social Worker I/II/III/IV Series.**

Approve the revised job description to create a Social Worker I/II/III/IV series.

Detailed Description/Background of request

In preparation for a Department promotional opportunity requested during the budget process, the Department of Health & Human Services requested a revision to the job description. In an effort to enable our organization to be nimble in its hiring and promotional efforts, the department would like to combine the Social Worker I/II/III and IV job descriptions to create a Social Worker I/II/III/IV series, which would allow the department to hire at any level depending on the candidate pool or promote depending on our business need. The physical requirements were also added. No salary adjustment is requested at this time.

The Colusa County Employees' Association was given an opportunity to review and discuss the proposed classifications and recommendations and has concurred with the changes.

Prior Board Action

None.

Fiscal Impact/Funding Source

None.

Action for the Clerk

None.

ATTACHMENTS:

- Social Worker I.II.III.IV FINAL (DOC)

COUNTY OF COLUSA

Established: 12/14/2021
Revised: 12/14/2021
Salary Range: PF23/PF27/PF31/PF35
FLSA: Non-Exempt

SOCIAL WORKER I/ SOCIAL WORKER II/ SOCIAL WORKER III/ SOCIAL WORKER IV

DEFINITION

Social Worker I/II: Performs elementary social services to identify needs for more intensive casework services; carries a caseload of moderately difficult cases; provides casework services of a general tangible nature; and performs other related work as assigned.

Social Worker III: Under general direction, the Social Worker III carries a difficult caseload involving the determination of need for basic social services functions for applicants or clients; performs social studies and assignments involving individualized treatment and specialized application of casework methods and skills; provides comprehensive casework services of a tangible nature; and performs other related work as assigned.

Social Worker IV: Under general direction, the Social Worker IV performs casework of an advanced nature dealing with complex individual and family problems; undertakes intensive treatment plans and counseling requiring professional knowledge and training; performs other related work as assigned.

DISTINGUISHING CHARACTERISTICS

Social Worker I: Working under close supervision, Social Worker I is the entry/trainee class in the professional Social Worker series. Employees in this class carry a limited non-complex caseload and receive in-service training in departmental organization, social services programs, basic case study methods, and casework services. As requisite skill and knowledge are developed, greater independence and the full scope of responsibility are exercised.

Social Worker II: Working under general direction, Social Worker II is the journey level in the Social Worker series. Employees at this level are expected to carry a full caseload of moderately difficult cases requiring greater skill and depth of job knowledge in assessing problem situations and formulating plans for service. Employees work with a high degree of independence in administering services and in using agency or community resources. Some positions may determine initial and continuing eligibility for one or more aid programs. Social Worker II is differs from Social Worker III in that the latter is the advanced journey level, assigned the more complex cases, specialized functions and/or lead worker duties. The Social Worker series differs from the Employment & Training Worker series in that the latter provides employability services

Attachment: Social Worker I.II.III.IV FINAL (8058 : Approve the Revised Job Description to Create a Social Worker I/II/III/IV Series)

to eligible applicants of social services agencies; and differs from the Eligibility Worker series in that the latter is responsible for determination of financial eligibility for public assistance programs.

Social Worker III: Social Worker III is the advanced journey level in the Social Worker series. Incumbents are normally assigned a selected caseload of the more difficult cases and when needed are given supervisory consultation in development of treatment plans. They may also be assigned to a specialized function requiring a high degree of perception such as a special problem caseload or they are assigned to a specific geographic or functional area such as Court Investigations, Family Maintenance/Reunification, Emergency Response, Child/Adult Protection, or Foster Care. A Social Worker III may act as a lead worker to other social service workers. Incumbents are expected to work independently. Social Worker III differs from Social Worker II in that the former receives the more difficult assignments requiring greater skill and depth of job knowledge in assessing problem situations and formulating plans for services. Incumbents normally work with a high degree of independence of action in administering services and in making use of agency or community resources. Social Worker III differs from Social Worker IV in that the latter is the Master's degree level in the series.

Social Worker IV: Social Worker IV requires a Master's degree and is the highest non-supervisory level in the series. Incumbents perform casework requiring the application of high level and sophisticated social services expertise and techniques, generally in areas such as adoptions and protective services. Social Worker IV differs from the next higher class of Social Worker Supervisor I in that the latter is the first supervisory level. Social Worker IV differs from Social Worker III in that the former is the Master's level Social Worker, whereas Social Worker III is the advanced journey level and does not require a Master's degree.

Social Worker I employees are expected to promote to the Social Worker II after one year of satisfactory performance at the trainee level. Other 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 EXERCISED AND RECEIVED

Social Worker I

Incumbents in the Social Worker I classification receive direct supervision from a Social Worker Supervisor, or other higher-level supervisor or manager.

Social Worker II: Incumbents in the Social Worker II classification receive direct supervision from a Social Worker Supervisor, or other higher-level supervisor or manager.

Social Worker III: Incumbents in the Social Worker III classification receive general direction from a Social Worker Supervisor or other higher-level supervisor or manager, and may act as lead worker to a group of Social Workers or other service employees.

Attachment: Social Worker I.II.III.IV FINAL (8058 : Approve the Revised Job Description to Create a Social Worker I/II/III/IV Series)

Social Worker IV: Receives supervision from a Social Worker Supervisor II or other higher-level supervisor or manager.

May provide lead direction to lower level Social Workers or service employees.

EXAMPLES OF RESPONSABILITIES
Important responsibilities and duties may include, but are not limited to, the following:

Social Worker I/II ***(For Social Worker I, duties are performed at the entry level*)**:

Carries a caseload that includes cases with problems of moderate difficulty.

Interviews clients and performs case studies to determine social service needs and to assess the safety of children and adults.

Develops and carries out non-complex treatment plans for an assigned caseload.

Refers clients to other staff members as necessary.

Assists applicants and recipients in utilizing available resources.

Interprets policies, rules, and regulations of the agency to applicants, clients and others within the scope of their responsibility.

Makes home visits in connection with casework assignments. Prepares and maintains case records.

May be assigned to specialized functions.

Participates in in-service training and other staff development activities to increase knowledge of the social work processes and achieve technical competence.

Receives casework consultation from professionally trained staff members. Provides community outreach for various agency programs.

Performs related duties as assigned.

Social Worker III:

Carries a caseload of more difficult types of social services cases requiring a high degree of technical competence, such as situations where environmental forces affect family life.

Performs case studies to determine social service needs of clients.

Conducts interviews to assess the safety of children and adults.

Attachment: Social Worker I.II.III.IV FINAL (8058 : Approve the Revised Job Description to Create a Social Worker I/II/III/IV Series)

Develops and carries out social treatment plans for an assigned caseload.

Refers clients to other staff members.

Makes a diagnosis of client problems and follows through with the social treatment plans with a high degree of independence.

Interprets policies, rules, and regulations to client, applicants, and others.

May act as a lead worker to a small group of social service workers or service employees.

Assists applicants and recipients in utilizing available resources for individual needs.

Makes home visits in connection with casework assignments.

Prepares and maintains case records.

Participates in in-service training and other staff development activities to increase knowledge of the social work processes and achieve technical competence.

Receives casework consultation from professionally trained staff members.

May be required to testify in court.

Acts as an advocate in the client's behalf.

Works with community organizations.

Makes referrals to outside resources.

May provide Targeted Case Management services and engage in outreach and other activities to enhance services to Medi-Cal beneficiaries.

Performs related duties as assigned.

Social Worker IV:

Undertakes case studies for the purpose of assessing problems and determining appropriate types and methods of treatment.

Undertakes intensive long or short-term treatment plans, which require a comprehensive fund of professional knowledge with the aim of improving or restoring individual or family functioning.

Acts as a casework consultant to staff members without professional training.

Attachment: Social Worker I.II.III.IV FINAL (8058 : Approve the Revised Job Description to Create a Social Worker I/II/III/IV Series)

Functions at a highly skilled level in such areas as counseling, protective services, medical social work, family services, community organization and research.

May perform the following specific types of counseling: marital, family inter-relationship, protective services for children or adults incapable of self-care.

Investigates and provides services to children where their physical or emotional welfare is involved such as cases of neglect, abuse, emotional or behavioral problems, physical or mental disabilities, or other health conditions involving a child's personality; unmarried parenthood; conflict in parent-child relationships; lack of proper guardianship of a child; problems in school or community relationships; inadequate child care arrangements by working parents or the absence of one parent from the home and its effects on the stability of the child's home.

Receives reports of elder and dependent abuse; investigates allegations by conducting interviews with victims and others.

Provides services and counseling in cases of desertion or impending desertion of a spouse.

Interprets and explains rules, regulations and policies to clients and applicants.

Maintains casework records and handles relevant correspondence.

Communicates effectively with others in person and over the telephone.

Analyzes data, interprets directions, procedures and regulations, and develops appropriate responses.

Responds appropriately to situations.

Maintains confidential information in accordance with legal standards and/or County regulations.

Performs related duties as assigned.

EMPLOYMENT STANDARDS

Social Worker I/II/III *(The level and scope of the knowledge and skills listed below are related to job duties as distinguished between the two levels in the Definition section.)*

Knowledge of:

Socio-economic conditions and trends.

Basic principles of individual and group behavior.

Current issues in the field of social welfare.

Attachment: Social Worker I.II.III.IV FINAL (8058 : Approve the Revised Job Description to Create a Social Worker I/II/III/IV Series)

Principles of interviewing and problem-solving methodology.

Basic public welfare programs on the Federal, State, and local level.

General principles of public assistance policies and programs.

Basic principles and techniques of interviewing and recording of social casework.

Laws, rules, and regulations governing the operation of the public welfare agency.

Community organization and the social problems calling for the use of public and private community resources.

Basic principles involved in the nature, growth, and development of personality and in-group processes.

Skills in:

Obtaining facts and recognize the relevance and significance.

Interpreting and explaining to the applicant, recipient, or others public social service programs, policies, rules, and regulations.

Analyzing data, interpreting directions, procedures and regulations, and develop appropriate responses.

Establishing and maintaining client rapport on an individual basis.

Analyzing situations and adopt effective courses of action.

Ability to:

Understand, learn and apply the agency programs, policies, and procedures.

Organize and maintain work detail.

Establish and maintain effective working relationships with agency staff, clients, and outside organizations.

Communicate effectively, both orally and in writing.

Develop skill in interviewing case recording and interpretation.

Work within a community setting and effectively use appropriate resources and services.

Maintain confidentiality in accordance with legal standards and/or county regulations.

Attachment: Social Worker I.II.III.IV FINAL (8058 : Approve the Revised Job Description to Create a Social Worker I/II/III/IV Series)

Operate a computer, other office equipment and related software.

Communicate effectively with others in person and over the telephone; communicate effectively both orally and in writing.

Perform job duties under stressful conditions.

Act appropriately in emergency and stressful situations.

Social Worker IV *(in addition to the qualifications for Social Worker I/II/III)*

Knowledge of:

Social services research methods.

Physical and mental health principles and the impact on the personality.

Local socio-economic conditions, trends, and current problems and methodology in the field of public social services.

Skills in:

Applying the principles of child psychology and family relationships.

Evaluating personal psychological factors in the child and/or family's situation.

Ability to:

Act effectively in stressful situations.

Demonstrate skill in the more difficult casework areas.

Accept and use consultative supervision.

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:

Social Worker I

Experience:

None.

Attachment: Social Worker I.II.III.IV FINAL (8058 : Approve the Revised Job Description to Create a Social Worker I/II/III/IV Series)

Training:

Graduation from a four year college.

OR

Experience:

One (1) year of full-time experience comparable to the Social Service Aide, Eligibility Worker II, or Employment and Training Worker II classification; OR,

Three (3) years of full-time experience comparable to the Vocational Assistant classification; OR

Two (2) years of full-time experience as a teacher or nurse, or as a counselor in a public or private social service agency.

AND

Training:

Successful completion of thirty (30) college semester units, including fifteen (15) units in social welfare, social/human services, sociology, or other social or behavioral science.*

* Examples of social or behavioral science courses include: anthropology, criminal justice, economics, education, ethnic studies, history, human development, law, nursing, nutrition, philosophy, political science, psychology, public health, religion, social welfare, sociology, welfare, women's studies.

License or Certificate:

Some positions in this classification may require possession of a valid California driver's License. Employees who drive on County business to carry out job-related duties must possess a valid California driver's license for the class of vehicle driven and meet automobile insurability requirements of the County. Eligibility for employment for those who do not meet this requirement due to disability will be reviewed on a case-by-case basis by the appointing authority.

Other Information:

Some positions may require possession of special language and culture skills as a bona fide qualifications standard. In these cases, candidates must demonstrate that they possess the required skills.

Attachment: Social Worker I.II.III.IV FINAL (8058 : Approve the Revised Job Description to Create a Social Worker I/II/III/IV Series)

Social Worker II

Experience

One (1) year of full-time experience comparable to the Social Worker I classification.

Training
None

OR

Experience

One (1) year of full-time social work casework experience.

AND

Training
Equivalent to graduation from college including thirty (30) units in social welfare, social/human services, sociology, or other behavioral science.

OR

Experience
Two (2) years of full-time social work casework experience.

AND

Training
Successful completion of thirty (30) college semester units in social welfare, social/human services, sociology, or other behavioral science.

License or Certificate:

Some positions in this classification may require possession of a valid California driver's License. Employees who drive on County business to carry out job-related duties must possess a valid California driver's license for the class of vehicle driven and meet automobile insurability requirements of the County. Eligibility for employment for those who do not meet this requirement due to disability will be reviewed on a case-by-case basis by the appointing authority.

Other Information:

Some positions may require possession of special language and culture skills as a bona fide qualifications standard. In these cases, candidates must demonstrate that they possess the required skills.

Attachment: Social Worker I.II.III.IV FINAL (8058 : Approve the Revised Job Description to Create a Social Worker I/II/III/IV Series)

Social Worker III

Experience:

One (1) year of full-time experience comparable to the Social Worker II classification.

Training:

None.

OR

Experience:

Two (2) years of full-time experience as a Social Worker in a public or private agency.

AND

Training:
Thirty (30) college semester units, including fifteen (15) units in social welfare, social/human services, sociology, or other social or behavioral science behavioral science.*

* Examples of social or behavioral science courses include: anthropology, criminal justice, economics, education, ethnic studies, history, human development, law, nursing, nutrition, philosophy, political science, psychology, public health, religion, social welfare, sociology, welfare, women's studies.

License or Certificate:

Some positions in this classification may require possession of a valid California driver's License. Employees who drive on County business to carry out job-related duties must possess a valid California driver's license for the class of vehicle driven and meet automobile insurability requirements of the County. Eligibility for employment for those who do not meet this requirement due to disability will be reviewed on a case-by-case basis by the appointing authority.

Other Information:

Some positions may require possession of special language and culture skills as a bona fide qualifications standard. In these cases, candidates must demonstrate that they possess the required skills.

Social Worker IV

Experience
See internship and supervised fieldwork requirements in Training section.

Attachment: Social Worker I.II.III.IV FINAL (8058 : Approve the Revised Job Description to Create a Social Worker I/II/III/IV Series)

Training:
A Master's degree in Social Work, or a Master's degree from a two (2) year counseling program (Qualifying master's degrees from a two - year counseling program are those that included an internship or supervised fieldwork (minimum of 900 hours) and completion of approximately 45 semester or 67 quarter units of graduate level courses with emphasis in vocational rehabilitation, family or marriage counseling, gerontology, or a closely related field. Completion of all of the requirements for a Marriage and Family Therapy (MFT) license program may be substituted upon submission of verifying proof.)

License or Certificate:

Some positions in this classification may require possession of a valid California driver's License. Employees who drive on County business to carry out job-related duties must possess a valid California driver's license for the class of vehicle driven and meet automobile insurability requirements of the County. Eligibility for employment for those who do not meet this requirement due to disability will be reviewed on a case-by-case basis by the appointing authority.

Other Information:

Some positions may require possession of special language and culture skills as a bona fide qualifications standard. In these cases, candidates must demonstrate that they possess the required skills.

PHYSICAL REQUIREMENTS

Requires extensive driving and assisting clients and/or children in and out of vehicles and car seats. Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; to operate a motor vehicle and to visit various County and meeting sites; vision to read printed materials and a computer screen; and hearing and speech to communicate in person, before groups and over the telephone. Standing in work areas and walking between work areas may be required. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Ability to do computer work for extensive periods of time. 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 50 pounds occasionally and up to 30 pounds frequently, as necessary to perform job functions.

Employees work in an office environment and in the field/client homes with moderate noise levels, controlled temperature conditions. Some non-standard work hours are required. May be exposed to hazardous chemicals, drugs, and infectious and communicable diseases. Involves the potential for exposure to hostile situations; 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

Attachment: Social Worker I.II.III.IV FINAL (8058 : Approve the Revised Job Description to Create a Social Worker I/II/III/IV Series)

County encourages both incumbents and individuals who have been offered employment to discuss potential accommodations with the employer.

Attachment: Social Worker I.II.III.IV FINAL (8058 : Approve the Revised Job Description to Create a Social Worker I/II/III/IV Series)

COUNTY OF COLUSA, CA **3.7**

Request For County Board of Supervisors Action

MEETING DATE:	**December 14, 2021**
DEPARTMENT:	**Human Resources**
FROM:	**Jolene Church**
SUBJECT:	**Revision to Out of Class Side Letter Agreement to the 2019-2023 MOU**

Approve revision to the Side Letter Agreement (C21-210) to the 2019-2023 CCEA MOU which establishes an Out of Class Pay equal to 5% of an employee's base pay for CCEA unit members retroactive to January 19, 2020.

Detailed Description/Background of request

On November 9, 2021, the Board of Supervisors approved to modify the CCEA MOU with a Side Letter Agreement to recognize CalPERS requirements for Out of Class pay and establish the rate of pay when employees work in an out of class assignment. Although it was the intent of all parties to make the side letter effective 90 days following the October 19, 2019 effective date of the MOU, the effective date of the side letter was not included in the approved side letter.

In addition to adding a retroactive effective date, both parties agree that further clarification is necessary to differentiate Out of Class Pay from Temporary Upgrade Pay. Out of Class Pay is not reportable to CalPERS for final compensation determination whereas Temporary Upgrade Pay is only reportable to CalPERS for Classic members. Temporary Upgrade pay requires that the employee: 1) assume all responsibilities of the higher position, 2) a vacancy exists and is actively being recruited, and 3) the upgrade may not exceed 960 hours in a fiscal year.

Definition of Out of Class Pay: An employee may be requested to perform out of class duties for a limited term to cover an employee out on leave or for other operational reasons where the employee is not assuming full responsibilities of a higher position. Employees will be compensated 5% of their base pay for the time-period they are performing out of class work. Out of Class Pay is not reportable to CalPERS and is not considered as a part of CalPERS retirement benefit calculation.

Recommendation: Human Resources recommends the Board approve the attached Side Letter Agreement to the 2019-2023 CCEA MOU.

Prior Board Action

November 9, 2021 approval of 2019-2023 CCEA Side Letter Agreement (C21-210).

Fiscal Impact/Funding Source

Unknown at this time, employees performing these duties for temporarily vacated positions will be paid 5% of their base pay for the time spent in the special assignment for the working month.

Action for the Clerk

Obtain necessary signatures.

ATTACHMENTS:

- Out of Class Assignment Pay Side Letter revised 12-14-21 (DOCX)

THE COUNTY OF COLUSA
AND
THE COLUSA COUNTY EMPLOYEES ASSOCIATION

Side Letter Agreement to the 2019-2023 Memorandum of Understanding

The County of Colusa (County) and the Colusa County Employees Association (Association) collectively referred to as "the Parties", entered into a Memorandum of Understanding (MOU) which became effective October 19, 2019 and terminates by term on September 30, 2023.

An outstanding item following collective bargaining was that the parties agreed to meet and confer over the development an out of class pay policy. The Parties now wish to modify the MOU by this Side Letter Agreement to establish the rate of pay when employees perform out of class work and acknowledge the restrictions on reporting such work for pension purposes.

Employees assigned to perform clearly established duties of a higher-level position or additional duties beyond their current role 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 and a vacancy need not exist. Out of Class Pay pursuant to this section is not reportable to CalPERS.

The term of this side letter agreement is effective January 19, 2020 and terminates by term on September 30, 2023.

Dated December 14, 2021

_____
Holly Gallagher
CCEA President
CCEA

_____
Gary J. Evans, District IV, Chair
Colusa County Board of Supervisors

Attest Wendy G. Tyler, Clerk to the Board Of Supervisors

By_____
Patricia Rodriguez, Deputy

Attachment: Out of Class Assignment Pay Side Letter revised 12-14-21 (8060 : Revision to Side Letter Agreement to the 2019-2023 CCEA MOU)

COUNTY OF COLUSA, CA **3.8**

Request For County Board of Supervisors Action

MEETING DATE: **December 14, 2021**

DEPARTMENT: **Human Resources**

FROM: **Jolene Church**

SUBJECT: **Adopt Revised Job Class Table as Required by CalPERS**

Adopt Revised Job Class Table reflecting classification range changes and increased hourly rate to comply with 2022 minimum wage requirements adopted by the Board on December 14, 2021. **Further**, approve deleting the following redundant positions that fall under Extra Help: Agricultural Aide, Clerical/Extra Help, Patient's Rights Advocate, and Senior Nutrition Driver.

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 Table reflecting the following changes adopted by the Board on December 14, 2021:

- Salary range adjustment for Account Clerk I from MSC08 to MSC09
- Salary range adjustment for Account Clerk II from MSC12 to MSC13
- Salary range adjustment for Account Clerk III from MSC16 to MSC17
- Salary range adjustment for Account Clerk Supervisor from MSC22 to MSC23
- Salary range adjustment for Custodian from MSC06 to MSC09
- Salary range adjustment for Lead Custodian from MSC09 to MSC12
- Salary range adjustment for Vocational Assistant from MSC08 to MSC09
- Salary range adjustment for Library Assistant I from MSC05 to MSC09
- Salary range adjustment for Library Assistant II from MSC09 to MSC12
- Delete the classification of Library Assistant III at salary range MSC12
- Increase the hourly rate for Extra Help to $15.00 per hour
- Increase the flat rate for the classification of Deputy Sheriff Trainee from $2,459 per month to $2,600 per month
- Delete the following redundant positions that fall under Extra Help: Agricultural Aide, Clerical/Extra Help, Patient's Rights Advocate, and Senior Nutrition Driver

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:

- Job Class Table Approved 12.14.21 (XLSX)

County of Colusa
Monthly Job Class/Salary Schedule

Effective: 0
Board Revision Date: 12/14/21

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	2,450	2,573	2,705	2,843	2,988	3,140	3,219	3,301	3,384	3,470	3,557	3,646	3,737	3,831	4,027	162.50
ACCOUNT CLERK II	MSC13	2,705	2,843	2,988	3,140	3,301	3,470	3,557	3,646	3,737	3,831	3,928	4,027	4,128	4,232	4,448	162.50
ACCOUNT CLERK III	MSC17	2,988	3,140	3,301	3,470	3,646	3,831	3,928	4,027	4,128	4,232	4,339	4,448	4,559	4,674	4,912	162.50
ACCOUNT CLERK SUPERVISOR	MSC23	3,470	3,646	3,831	4,027	4,232	4,448	4,559	4,674	4,791	4,912	5,035	5,161	5,291	5,424	5,699	162.50
ACCOUNTANT I	PF 26	3,775	3,967	4,168	4,379	4,603	4,836	4,957	5,081	5,209	5,340	5,474	5,611	5,751	5,896	6,195	162.50
ACCOUNTANT II	PF 30	4,168	4,379	4,603	4,836	5,081	5,340	5,474	5,611	5,751	5,896	6,044	6,195	6,350	6,509	6,840	162.50
ACCOUNTANT/AUDITOR I	PF 28	3,967	4,168	4,379	4,603	4,836	5,081	5,209	5,340	5,474	5,611	5,751	5,896	6,044	6,195	6,509	162.50
ACCOUNTANT/AUDITOR II	PF 32	4,379	4,603	4,836	5,081	5,340	5,611	5,751	5,896	6,044	6,195	6,350	6,509	6,672	6,840	7,187	162.50
ACCOUNTANT/AUDITOR III	PF 36	4,836	5,081	5,340	5,611	5,896	6,195	6,350	6,509	6,672	6,840	7,012	7,187	7,367	7,551	7,935	162.50
ACCOUNTING TECHNICIAN	MSC22	3,384	3,557	3,737	3,928	4,128	4,339	4,448	4,559	4,674	4,791	4,912	5,035	5,161	5,291	5,560	162.50
ACCOUNTING TECHNICIAN-AG	MSC42	3,608	3,794	3,986	4,190	4,403	4,628	4,744	4,863	4,985	5,110	5,239	5,370	5,505	5,643	5,930	173.33
ADMIN SECRETARY I	MSC19	3,140	3,301	3,470	3,646	3,831	4,027	4,128	4,232	4,339	4,448	4,559	4,674	4,791	4,912	5,161	162.50
ADMIN SECRETARY II	MSC23	3,470	3,646	3,831	4,027	4,232	4,448	4,559	4,674	4,791	4,912	5,035	5,161	5,291	5,424	5,699	162.50
AG BIO STND OFF I	PF 56	3,927	4,126	4,337	4,557	4,788	5,032	5,159	5,288	5,421	5,557	5,696	5,839	5,985	6,135	6,447	173.33
AG BIO STND OFF II	PF 57	4,337	4,557	4,788	5,032	5,287	5,556	5,696	5,839	5,985	6,135	6,289	6,447	6,609	6,775	7,117	173.33
AG BIO STND OFF III	PF 58	4,788	5,032	5,287	5,556	5,839	6,134	6,289	6,447	6,609	6,775	6,945	7,119	7,297	7,480	7,859	173.33
AGRICULTURAL COMMISSIONER	DH 52	9,327	9,802	10,298	10,820	11,367	11,944	12,243	12,550	12,864	13,186	13,516	13,854	14,201	14,557	15,293	173.33
AIR POL STANDARDS OFF I	PF 55	3,556	3,737	3,927	4,126	4,337	4,557	4,671	4,788	4,909	5,032	5,159	5,288	5,421	5,557	5,840	173.33
AIR POL STANDARDS OFF II	PF 56	3,927	4,126	4,337	4,557	4,788	5,032	5,159	5,288	5,421	5,557	5,696	5,839	5,985	6,135	6,447	173.33
AIR POL STANDARDS OFF III	PF 57	4,337	4,557	4,788	5,032	5,287	5,556	5,696	5,839	5,985	6,135	6,289	6,447	6,609	6,775	7,117	173.33
ANIMAL CONTROL OFFICER	DSA13	2,972	3,124	3,284	3,452	3,628	3,812	3,908	4,006	4,106	4,209	4,315	4,423	4,534	4,648	4,883	173.33
APPRAISAL AIDE	MSC18	3,063	3,219	3,384	3,557	3,737	3,928	4,027	4,128	4,232	4,339	4,448	4,559	4,674	4,791	5,035	162.50
APPRAISER I	PF 23	3,505	3,683	3,870	4,066	4,272	4,489	4,603	4,718	4,836	4,957	5,081	5,209	5,340	5,474	5,751	162.50
APPRAISER II	PF 27	3,870	4,066	4,272	4,489	4,718	4,957	5,081	5,209	5,340	5,474	5,611	5,751	5,896	6,044	6,350	162.50
APPRAISER III	PF 31	4,272	4,489	4,718	4,957	5,209	5,474	5,611	5,751	5,896	6,044	6,195	6,350	6,509	6,672	7,012	162.50
ASSESSMENT TECHNICIAN I	MSC16	2,915	3,063	3,219	3,384	3,557	3,737	3,831	3,928	4,027	4,128	4,232	4,339	4,448	4,559	4,791	162.50
ASSESSMENT TECHNICIAN II	MSC20	3,219	3,384	3,557	3,737	3,928	4,128	4,232	4,339	4,448	4,559	4,674	4,791	4,912	5,035	5,291	162.50
ASSISTANT ASSESSOR	MGT24	6,365	6,687	7,027	7,384	7,759	8,152	8,356	8,566	8,781	9,001	9,227	9,459	9,696	9,938	10,441	162.50
ASSISTANT ENGINEER	PF 37	4,957	5,209	5,474	5,751	6,044	6,350	6,509	6,672	6,840	7,012	7,187	7,367	7,551	7,741	8,133	173.33
ASSISTANT PLANNER	PF 33	4,489	4,718	4,957	5,209	5,474	5,751	5,896	6,044	6,195	6,350	6,509	6,672	6,840	7,012	7,367	162.50
ASSISTANT SHERIFF	MGS20	8,708	9,149	9,612	10,098	10,609	11,146	11,425	11,711	12,004	12,304	12,611	12,926	13,249	13,581	14,269	173.33
ASSOCIATE CIVIL ENGINEER	PF 48	6,509	6,840	7,187	7,551	7,935	8,337	8,546	8,760	8,979	9,204	9,434	9,670	9,912	10,160	10,674	173.33
ASSOCIATE PLANNER	PF 36	4,836	5,081	5,340	5,611	5,896	6,195	6,350	6,509	6,672	6,840	7,012	7,187	7,367	7,551	7,935	162.50
ASSOCIATE SURVEYOR	MSC30	4,128	4,339	4,559	4,791	5,035	5,291	5,424	5,560	5,699	5,842	5,988	6,138	6,292	6,449	6,776	173.33
ASST AG COMM/SEALER W & M	MGT52	7,310	7,683	8,074	8,484	8,913	9,366	9,601	9,842	10,089	10,342	10,601	10,867	11,139	11,418	11,991	173.33
ASST AUDITOR/CONTROLLER	MGT28	7,027	7,384	7,759	8,152	8,566	9,001	9,227	9,459	9,696	9,938	10,186	10,441	10,702	10,970	11,525	162.50
ASST CHIEF PROBATION OFF	MGS16	7,886	8,287	8,708	9,149	9,612	10,098	10,350	10,609	10,874	11,146	11,425	11,711	12,004	12,304	12,926	162.50
ASST CLERK/RECORDER	MGT20	5,763	6,056	6,365	6,687	7,027	7,384	7,570	7,759	7,953	8,152	8,356	8,566	8,781	9,001	9,459	162.50
ASST DIRECTOR PUBLIC WRKS	MGT38	9,001	9,459	9,938	10,441	10,970	11,525	11,813	12,108	12,411	12,721	13,039	13,365	13,699	14,041	14,752	173.33
ASST TREAS-TAX COLLECTOR	MGT15	5,090	5,349	5,621	5,908	6,208	6,524	6,687	6,854	7,027	7,203	7,384	7,570	7,759	7,953	8,356	162.50
ASST VETERANS SERV OFF	MSC19	3,140	3,301	3,470	3,646	3,831	4,027	4,128	4,232	4,339	4,448	4,559	4,674	4,791	4,912	5,161	162.50
AUDITOR/APPRAISER II	PF 32	4,379	4,603	4,836	5,081	5,340	5,611	5,751	5,896	6,044	6,195	6,350	6,509	6,672	6,840	7,187	162.50
AUDITOR/APPRAISER I	PF 28	3,967	4,168	4,379	4,603	4,836	5,081	5,209	5,340	5,474	5,611	5,751	5,896	6,044	6,195	6,509	162.50

Attachment: Job Class Table Approved 12.14.21 (7020 : Adopt Revised Job Class Table as Required by

County of Colusa
Monthly Job Class/Salary Schedule

Effective: 0
Board Revision Date: 12/14/21

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
BILING PUBLIC HEALTH ASST	MSC16	2,915	3,063	3,219	3,384	3,557	3,737	3,831	3,928	4,027	4,128	4,232	4,339	4,448	4,559	4,791	162.50
BILINGUAL ACCT CLERK I	MSC09	2,450	2,573	2,705	2,843	2,988	3,140	3,219	3,301	3,384	3,470	3,557	3,646	3,737	3,831	4,027	162.50
BILINGUAL ACCT CLERK II	MSC13	2,705	2,843	2,988	3,140	3,301	3,470	3,557	3,646	3,737	3,831	3,928	4,027	4,128	4,232	4,448	162.50
BILINGUAL ACCT CLERK III	MSC17	2,988	3,140	3,301	3,470	3,646	3,831	3,928	4,027	4,128	4,232	4,339	4,448	4,559	4,674	4,912	162.50
BILINGUAL LEGAL SECRETARY	MSC18	3,063	3,219	3,384	3,557	3,737	3,928	4,027	4,128	4,232	4,339	4,448	4,559	4,674	4,791	5,035	162.50
BILINGUAL OFFICE ASST I	MSC09	2,450	2,573	2,705	2,843	2,988	3,140	3,219	3,301	3,384	3,470	3,557	3,646	3,737	3,831	4,027	162.50
BILINGUAL OFFICE ASST II	MSC13	2,705	2,843	2,988	3,140	3,301	3,470	3,557	3,646	3,737	3,831	3,928	4,027	4,128	4,232	4,448	162.50
BILINGUAL VOC ASSISTANT	MSC09	2,450	2,573	2,705	2,843	2,988	3,140	3,219	3,301	3,384	3,470	3,557	3,646	3,737	3,831	4,027	162.50
BILNG VIC WIT PRG COR/AD	PF 34	4,603	4,836	5,081	5,340	5,611	5,896	6,044	6,195	6,350	6,509	6,672	6,840	7,012	7,187	7,551	162.50
BLDG & GRD MAINT LEADWRKR	MSC25	3,646	3,831	4,027	4,232	4,448	4,674	4,791	4,912	5,035	5,161	5,291	5,424	5,560	5,699	5,988	162.50
BLDG & GRD MAINT SERV SUP	MGT10	4,498	4,724	4,965	5,218	5,483	5,763	5,908	6,056	6,208	6,365	6,524	6,687	6,854	7,027	7,384	162.50
BLDG & GRD MAINT WORKER I	MSC17	2,988	3,140	3,301	3,470	3,646	3,831	3,928	4,027	4,128	4,232	4,339	4,448	4,559	4,674	4,912	162.50
BLDG & GRD MAINT WORKR II	MSC21	3,301	3,470	3,646	3,831	4,027	4,232	4,339	4,448	4,559	4,674	4,791	4,912	5,035	5,161	5,424	162.50
BOOKING CLERK	DSA15	3,124	3,284	3,452	3,628	3,812	4,006	4,106	4,209	4,315	4,423	4,534	4,648	4,764	4,883	5,130	173.33
BUILDING INSPECTOR I	MSC29	4,027	4,232	4,448	4,674	4,912	5,161	5,291	5,424	5,560	5,699	5,842	5,988	6,138	6,292	6,611	162.50
BUILDING INSPECTOR II	MSC33	4,448	4,674	4,912	5,161	5,424	5,699	5,842	5,988	6,138	6,292	6,449	6,611	6,776	6,946	7,298	162.50
BUILDING INSPECTOR III	MSC37	4,912	5,161	5,424	5,699	5,988	6,292	6,449	6,611	6,776	6,946	7,120	7,298	7,481	7,668	8,057	162.50
CAO-BUDGET MGMT ANALYST	MGT18	5,483	5,763	6,056	6,365	6,687	7,027	7,203	7,384	7,570	7,759	7,953	8,152	8,356	8,566	9,001	162.50
CASE MANAGER	MSC24	3,557	3,737	3,928	4,128	4,339	4,559	4,674	4,791	4,912	5,035	5,161	5,291	5,424	5,560	5,842	162.50
CHIEF ANIMAL CONT OFFICER	DSA17	3,284	3,452	3,628	3,812	4,006	4,209	4,315	4,423	4,534	4,648	4,764	4,883	5,005	5,130	5,390	173.33
CHIEF APPRAISER	MGT16	5,218	5,483	5,763	6,056	6,365	6,687	6,854	7,027	7,203	7,384	7,570	7,759	7,953	8,152	8,566	162.50
CHIEF DEP CLK-BRD OF SUPS	CNF32	4,339	4,559	4,791	5,035	5,291	5,560	5,699	5,842	5,988	6,138	6,292	6,449	6,611	6,776	7,120	162.50
CHIEF DEP CO CLRK-REC-REG	MSC22	3,384	3,557	3,737	3,928	4,128	4,339	4,448	4,559	4,674	4,791	4,912	5,035	5,161	5,291	5,560	162.50
CHIEF DEPUTY DA	MGT35	8,356	8,781	9,227	9,696	10,186	10,702	10,970	11,244	11,525	11,813	12,108	12,411	12,721	13,039	13,699	162.50
CHIEF DPTY PROBATION OFFR	MGS06	6,167	6,476	6,801	7,142	7,505	7,886	8,084	8,287	8,495	8,708	8,926	9,149	9,378	9,612	10,098	162.50
CHIEF PROBATION OFFICER	DH 51	9,573	10,052	10,556	11,085	11,641	12,224	12,530	12,844	13,166	13,496	13,834	14,180	14,535	14,899	15,644	162.50
CHILD SUPPORT SERV DIR	DH 38	8,965	9,419	9,896	10,398	10,925	11,478	11,765	12,060	12,362	12,671	12,988	13,313	13,646	13,987	14,694	162.50
CHILD SUPPORT SUPERVISOR	MSC32	4,339	4,559	4,791	5,035	5,291	5,560	5,699	5,842	5,988	6,138	6,292	6,449	6,611	6,776	7,120	162.50
CHILD SUPT ASSISTANT I	MSC10	2,513	2,639	2,773	2,915	3,063	3,219	3,301	3,384	3,470	3,557	3,646	3,737	3,831	3,928	4,128	162.50
CHILD SUPT ASSISTANT II	MSC14	2,773	2,915	3,063	3,219	3,384	3,557	3,646	3,737	3,831	3,928	4,027	4,128	4,232	4,339	4,559	162.50
CHILD SUPT SPECIALIST I	MSC19	3,140	3,301	3,470	3,646	3,831	4,027	4,128	4,232	4,339	4,448	4,559	4,674	4,791	4,912	5,161	162.50
CHILD SUPT SPECIALIST II	MSC23	3,470	3,646	3,831	4,027	4,232	4,448	4,559	4,674	4,791	4,912	5,035	5,161	5,291	5,424	5,699	162.50
CHILD SUPT SPECIALIST III	MSC27	3,831	4,027	4,232	4,448	4,674	4,912	5,035	5,161	5,291	5,424	5,560	5,699	5,842	5,988	6,292	162.50
CLINICAL PROGRAM MGR I	MGT24	6,365	6,687	7,027	7,384	7,759	8,152	8,356	8,566	8,781	9,001	9,227	9,459	9,696	9,938	10,441	162.50
CLINICAL PROGRAM MGR II	MGT28	7,027	7,384	7,759	8,152	8,566	9,001	9,227	9,459	9,696	9,938	10,186	10,441	10,702	10,970	11,525	162.50
CODE COMPLIANCE OFFICER	PF 33	4,489	4,718	4,957	5,209	5,474	5,751	5,896	6,044	6,195	6,350	6,509	6,672	6,840	7,012	7,367	162.50
CONFIDENTIAL LEGAL SECY	CNF18	3,063	3,219	3,384	3,557	3,737	3,928	4,027	4,128	4,232	4,339	4,448	4,559	4,674	4,791	5,035	162.50
CONFIDENTIAL SR LEGAL SEC	CNF22	3,384	3,557	3,737	3,928	4,128	4,339	4,448	4,559	4,674	4,791	4,912	5,035	5,161	5,291	5,560	162.50
CONSUMER/FAMILY MEMB SERV	MSC23	3,470	3,646	3,831	4,027	4,232	4,448	4,559	4,674	4,791	4,912	5,035	5,161	5,291	5,424	5,699	162.50
CONSUMER/FAMILY SUPT COOR	MSC18	3,063	3,219	3,384	3,557	3,737	3,928	4,027	4,128	4,232	4,339	4,448	4,559	4,674	4,791	5,035	162.50
CORRECTIONAL CORPORAL	DSS20	4,466	4,693	4,932	5,183	5,446	5,722	5,866	6,013	6,164	6,319	6,477	6,639	6,806	6,976	7,331	173.33
CORRECTIONAL OFFICER	DSS17	4,146	4,357	4,578	4,811	5,056	5,313	5,446	5,582	5,722	5,866	6,013	6,164	6,319	6,477	6,806	173.33
COUNSELOR I	MSC24	3,557	3,737	3,928	4,128	4,339	4,559	4,674	4,791	4,912	5,035	5,161	5,291	5,424	5,560	5,842	162.50

Attachment: Job Class Table Approved 12.14.21 (7020 : Adopt Revised Job Class Table as Required by

County of Colusa
Monthly Job Class/Salary Schedule

Effective: 0
Board Revision Date: 12/14/21

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
COUNSELOR II	MSC28	3,928	4,128	4,339	4,559	4,791	5,035	5,161	5,291	5,424	5,560	5,699	5,842	5,988	6,138	6,449	162.50
COUNSELOR III	PF 31	4,272	4,489	4,718	4,957	5,209	5,474	5,611	5,751	5,896	6,044	6,195	6,350	6,509	6,672	7,012	162.50
COUNSELOR IV	PF 35	4,718	4,957	5,209	5,474	5,751	6,044	6,195	6,350	6,509	6,672	6,840	7,012	7,187	7,367	7,741	162.50
COUNTY ADMIN OFFICER	UDH53	12,989	13,647	14,338	15,063	15,825	16,627	17,042	17,469	17,906	18,353	18,811	19,282	19,765	20,259	21,285	162.50
COUNTY COUNSEL	UDH55	13,647	14,338	15,063	15,825	16,627	17,469	17,906	18,353	18,811	19,282	19,765	20,259	20,765	21,285	22,363	162.50
COUNTY LIBRARIAN	DH 32	7,730	8,121	8,532	8,965	9,419	9,896	10,144	10,398	10,658	10,925	11,198	11,478	11,765	12,060	12,671	162.50
COUNTY VETERANS SERV OFF	MGT10	4,498	4,724	4,965	5,218	5,483	5,763	5,908	6,056	6,208	6,365	6,524	6,687	6,854	7,027	7,384	162.50
CRISIS RESPONSE LVN	PFA40	5,310	5,579	5,862	6,161	6,473	6,802	6,973	7,149	7,328	7,511	7,699	7,892	8,089	8,291	8,711	162.50
CRISIS RESPONSE PHN/RN	PF 54	8,401	8,822	9,264	9,728	10,215	10,726	10,995	11,270	11,552	11,841	12,138	12,442	12,754	13,073	13,727	162.50
CUSTODIAN	MSC09	2,450	2,573	2,705	2,843	2,988	3,140	3,219	3,301	3,384	3,470	3,557	3,646	3,737	3,831	4,027	162.50
DA CHIEF INVESTIGATOR	MGS08	6,476	6,801	7,142	7,505	7,886	8,287	8,495	8,708	8,926	9,149	9,378	9,612	9,852	10,098	10,609	173.33
DA ENFORCEMENT OFFICER	DSA22	3,719	3,908	4,106	4,315	4,534	4,764	4,883	5,005	5,130	5,258	5,390	5,525	5,663	5,805	6,099	173.33
DA INVESTIGATOR I	DSS27	5,313	5,582	5,866	6,164	6,477	6,806	6,976	7,152	7,331	7,514	7,702	7,895	8,093	8,295	8,717	173.33
DA INVESTIGATOR II	DSS31	5,866	6,164	6,477	6,806	7,152	7,514	7,702	7,895	8,093	8,295	8,503	8,717	8,936	9,159	9,623	173.33
DEP CLERK-BOARD OF SUP I	CNF18	3,063	3,219	3,384	3,557	3,737	3,928	4,027	4,128	4,232	4,339	4,448	4,559	4,674	4,791	5,035	162.50
DEP CLERK-BOARD OF SUP II	CNF22	3,384	3,557	3,737	3,928	4,128	4,339	4,448	4,559	4,674	4,791	4,912	5,035	5,161	5,291	5,560	162.50
DEPARTMENT SECRETARY	MSC15	2,843	2,988	3,140	3,301	3,470	3,646	3,737	3,831	3,928	4,027	4,128	4,232	4,339	4,448	4,674	162.50
DEPT INF SYSTEMS COORD	PF 43	5,751	6,044	6,350	6,672	7,012	7,367	7,551	7,741	7,935	8,133	8,337	8,546	8,760	8,979	9,434	162.50
DEPUTY AIR POLL CNTRL OFF	MGT50	5,165	5,428	5,704	5,996	6,301	6,622	6,789	6,959	7,133	7,312	7,496	7,684	7,877	8,074	8,484	173.33
DEPUTY CLERK REC REGSTR I	MSC14	2,773	2,915	3,063	3,219	3,384	3,557	3,646	3,737	3,831	3,928	4,027	4,128	4,232	4,339	4,559	162.50
DEPUTY CLERK REC RGSTR II	MSC18	3,063	3,219	3,384	3,557	3,737	3,928	4,027	4,128	4,232	4,339	4,448	4,559	4,674	4,791	5,035	162.50
DEPUTY COUNTY COUNSEL	MGT24	6,365	6,687	7,027	7,384	7,759	8,152	8,356	8,566	8,781	9,001	9,227	9,459	9,696	9,938	10,441	162.50
DEPUTY DIR HLTH & HUM SER	MGT35	8,356	8,781	9,227	9,696	10,186	10,702	10,970	11,244	11,525	11,813	12,108	12,411	12,721	13,039	13,699	162.50
DEPUTY DIRECTOR CLINICAL	MGT32	7,759	8,152	8,566	9,001	9,459	9,938	10,186	10,441	10,702	10,970	11,244	11,525	11,813	12,108	12,721	162.50
DEPUTY DIST ATTORNEY I	PF 44	5,896	6,195	6,509	6,840	7,187	7,551	7,741	7,935	8,133	8,337	8,546	8,760	8,979	9,204	9,670	162.50
DEPUTY DIST ATTORNEY II	PF 48	6,509	6,840	7,187	7,551	7,935	8,337	8,546	8,760	8,979	9,204	9,434	9,670	9,912	10,160	10,674	162.50
DEPUTY DIST ATTORNEY III	PF 52	7,187	7,551	7,935	8,337	8,760	9,204	9,434	9,670	9,912	10,160	10,414	10,674	10,941	11,215	11,779	162.50
DEPUTY PROBATION OFFCR I	DSS15	3,945	4,146	4,357	4,578	4,811	5,056	5,183	5,313	5,446	5,582	5,722	5,866	6,013	6,164	6,477	162.50
DEPUTY PROBATION OFFCR II	DSS19	4,357	4,578	4,811	5,056	5,313	5,582	5,722	5,866	6,013	6,164	6,319	6,477	6,639	6,806	7,152	162.50
DEPUTY SHERIFF	DSS24	4,932	5,183	5,446	5,722	6,013	6,319	6,477	6,639	6,806	6,976	7,152	7,331	7,514	7,702	8,093	173.33
DEPUTY SHERIFF TRAINEE	FLAT	2,600/month															173.33
DHHS BUDGET ANALYST	PF 35	4,718	4,957	5,209	5,474	5,751	6,044	6,195	6,350	6,509	6,672	6,840	7,012	7,187	7,367	7,741	162.50
DHHS OFFICE MANAGER	MGT10	4,498	4,724	4,965	5,218	5,483	5,763	5,908	6,056	6,208	6,365	6,524	6,687	6,854	7,027	7,384	162.50
DIR HEALTH & HUMAN SERV	DH 45	10,658	11,198	11,765	12,362	12,988	13,646	13,987	14,336	14,694	15,063	15,440	15,826	16,223	16,628	17,472	162.50
DIR OF INFORMATION TECH	MGT29	7,203	7,570	7,953	8,356	8,781	9,227	9,459	9,696	9,938	10,186	10,441	10,702	10,970	11,244	11,813	162.50
DIR OF PUB WRKS/AIRPT OPR	DH 41	9,655	10,144	10,658	11,198	11,765	12,362	12,671	12,988	13,313	13,646	13,987	14,336	14,694	15,063	15,826	173.33
DIRECTOR BEHAVIORAL HLTH	DH 42	9,896	10,398	10,925	11,478	12,060	12,671	12,988	13,313	13,646	13,987	14,336	14,694	15,063	15,440	16,223	162.50
DIRECTOR OF COMMUNITY DEV	DH 44	10,398	10,925	11,478	12,060	12,671	13,313	13,646	13,987	14,336	14,694	15,063	15,440	15,826	16,223	17,045	162.50
DISPATCHER	DSA22	3,719	3,908	4,106	4,315	4,534	4,764	4,883	5,005	5,130	5,258	5,390	5,525	5,663	5,805	6,099	173.33
DISPATCHER SUPERVISOR	DSA28	4,315	4,534	4,764	5,005	5,258	5,525	5,663	5,805	5,950	6,099	6,252	6,408	6,570	6,735	7,078	173.33
DISPATCHER TRAINEE	DSA18	3,367	3,539	3,719	3,908	4,106	4,315	4,423	4,534	4,648	4,764	4,883	5,005	5,130	5,258	5,525	173.33
DPTY DIR CHILD SUPPORT	MGT21	5,908	6,208	6,524	6,854	7,203	7,570	7,759	7,953	8,152	8,356	8,566	8,781	9,001	9,227	9,696	162.50
ELEC HLTH REC COORDINATOR	MSC27	3,831	4,027	4,232	4,448	4,674	4,912	5,035	5,161	5,291	5,424	5,560	5,699	5,842	5,988	6,292	162.50

Attachment: Job Class Table Approved 12.14.21 (7020 : Adopt Revised Job Class Table as Required by

County of Colusa
Monthly Job Class/Salary Schedule

Effective: 0
Board Revision Date: 12/14/21

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	MGT12	4,724	4,965	5,218	5,483	5,763	6,056	6,208	6,365	6,524	6,687	6,854	7,027	7,203	7,384	7,759	162.50
ELIGIBILITY SPECIALIST I	MSC17	2,988	3,140	3,301	3,470	3,646	3,831	3,928	4,027	4,128	4,232	4,339	4,448	4,559	4,674	4,912	162.50
ELIGIBILITY SPECIALIST II	MSC21	3,301	3,470	3,646	3,831	4,027	4,232	4,339	4,448	4,559	4,674	4,791	4,912	5,035	5,161	5,424	162.50
ELIGIBILITY SPECIALST III	MSC25	3,646	3,831	4,027	4,232	4,448	4,674	4,791	4,912	5,035	5,161	5,291	5,424	5,560	5,699	5,988	162.50
ELIGIBILITY SUPERVISOR	MSC24	3,557	3,737	3,928	4,128	4,339	4,559	4,674	4,791	4,912	5,035	5,161	5,291	5,424	5,560	5,842	162.50
EMERGENCY SERVICES TECH	DSA22	3,719	3,908	4,106	4,315	4,534	4,764	4,883	5,005	5,130	5,258	5,390	5,525	5,663	5,805	6,099	173.33
EMP & TRAIN SPECIALIST I	MSC16	2,915	3,063	3,219	3,384	3,557	3,737	3,831	3,928	4,027	4,128	4,232	4,339	4,448	4,559	4,791	162.50
EMP & TRAIN SPECIALIST II	MSC20	3,219	3,384	3,557	3,737	3,928	4,128	4,232	4,339	4,448	4,559	4,674	4,791	4,912	5,035	5,291	162.50
EMP & TRAIN SPECIALST III	MSC24	3,557	3,737	3,928	4,128	4,339	4,559	4,674	4,791	4,912	5,035	5,161	5,291	5,424	5,560	5,842	162.50
ENGINEER TECH TRAINEE	MSC22	3,384	3,557	3,737	3,928	4,128	4,339	4,448	4,559	4,674	4,791	4,912	5,035	5,161	5,291	5,560	173.33
ENGINEER TECHNICIAN I	MSC26	3,737	3,928	4,128	4,339	4,559	4,791	4,912	5,035	5,161	5,291	5,424	5,560	5,699	5,842	6,138	173.33
ENGINEER TECHNICIAN II	MSC30	4,128	4,339	4,559	4,791	5,035	5,291	5,424	5,560	5,699	5,842	5,988	6,138	6,292	6,449	6,776	173.33
ENGINEER TECHNICIAN III	MSC34	4,559	4,791	5,035	5,291	5,560	5,842	5,988	6,138	6,292	6,449	6,611	6,776	6,946	7,120	7,481	173.33
ENV HEALTH AIDE	MSC18	3,063	3,219	3,384	3,557	3,737	3,928	4,027	4,128	4,232	4,339	4,448	4,559	4,674	4,791	5,035	162.50
ENV HEALTH MANAGER	MGT27	6,854	7,203	7,570	7,953	8,356	8,781	9,001	9,227	9,459	9,696	9,938	10,186	10,441	10,702	11,244	162.50
ENV HLTH SPECIALIST I	PF 28	3,967	4,168	4,379	4,603	4,836	5,081	5,209	5,340	5,474	5,611	5,751	5,896	6,044	6,195	6,509	162.50
ENV HLTH SPECIALIST II	PF 32	4,379	4,603	4,836	5,081	5,340	5,611	5,751	5,896	6,044	6,195	6,350	6,509	6,672	6,840	7,187	162.50
ENV HLTH SPECIALIST III	PF 38	5,081	5,340	5,611	5,896	6,195	6,509	6,672	6,840	7,012	7,187	7,367	7,551	7,741	7,935	8,337	162.50
EQUIP MAINT SUPERVISOR	MSC35	4,674	4,912	5,161	5,424	5,699	5,988	6,138	6,292	6,449	6,611	6,776	6,946	7,120	7,298	7,668	173.33
EQUIP MECHANIC	MSC25	3,646	3,831	4,027	4,232	4,448	4,674	4,791	4,912	5,035	5,161	5,291	5,424	5,560	5,699	5,988	173.33
EXTRA HELP	FLAT	Various rates 15.00/hour - 65.00/hour															162.50
FIELD RESEARCH ASSOCIAT	MSC16	2,915	3,063	3,219	3,384	3,557	3,737	3,831	3,928	4,027	4,128	4,232	4,339	4,448	4,559	4,791	162.50
FINANCIAL ELIG COORD	MSC22	3,384	3,557	3,737	3,928	4,128	4,339	4,448	4,559	4,674	4,791	4,912	5,035	5,161	5,291	5,560	162.50
FISCAL ADMIN OFFICER	MGT16	5,218	5,483	5,763	6,056	6,365	6,687	6,854	7,027	7,203	7,384	7,570	7,759	7,953	8,152	8,566	162.50
FISCAL ADMIN OFFICER - AG	MGT51	5,564	5,848	6,148	6,460	6,789	7,133	7,312	7,496	7,684	7,877	8,074	8,276	8,484	8,697	9,137	173.33
FISCAL PROGRAM ANALYST	MSC31	4,232	4,448	4,674	4,912	5,161	5,424	5,560	5,699	5,842	5,988	6,138	6,292	6,449	6,611	6,946	162.50
HEALTH EDUCATOR	PF 30	4,168	4,379	4,603	4,836	5,081	5,340	5,474	5,611	5,751	5,896	6,044	6,195	6,350	6,509	6,840	162.50
HEALTH PRG SPECIALIST I	PF 26	3,775	3,967	4,168	4,379	4,603	4,836	4,957	5,081	5,209	5,340	5,474	5,611	5,751	5,896	6,195	162.50
HEALTH PRG SPECIALIST II	PF 30	4,168	4,379	4,603	4,836	5,081	5,340	5,474	5,611	5,751	5,896	6,044	6,195	6,350	6,509	6,840	162.50
HEALTH PRG SPECIALIST III	PF 34	4,603	4,836	5,081	5,340	5,611	5,896	6,044	6,195	6,350	6,509	6,672	6,840	7,012	7,187	7,551	162.50
HEALTH PRG SPECIALIST SUP	PF 40	5,340	5,611	5,896	6,195	6,509	6,840	7,012	7,187	7,367	7,551	7,741	7,935	8,133	8,337	8,760	162.50
HEAVY EQUIP MECHANIC	MSC29	4,027	4,232	4,448	4,674	4,912	5,161	5,291	5,424	5,560	5,699	5,842	5,988	6,138	6,292	6,611	173.33
HUMAN RESOURCE ANALYST	CNF35	4,674	4,912	5,161	5,424	5,699	5,988	6,138	6,292	6,449	6,611	6,776	6,946	7,120	7,298	7,668	162.50
HUMAN RESOURCE TECHNICIAN	CNF23	3,470	3,646	3,831	4,027	4,232	4,448	4,559	4,674	4,791	4,912	5,035	5,161	5,291	5,424	5,699	162.50
HUMAN RESOURCES DIRECTOR	UDH35	8,325	8,746	9,190	9,656	10,145	10,659	10,926	11,199	11,479	11,766	12,061	12,363	12,672	12,989	13,647	162.50
HUMAN SERVICES SUPERVISOR	MSC30	4,128	4,339	4,559	4,791	5,035	5,291	5,424	5,560	5,699	5,842	5,988	6,138	6,292	6,449	6,776	162.50
INFO SYSTEMS ANALYST	MSC35	4,674	4,912	5,161	5,424	5,699	5,988	6,138	6,292	6,449	6,611	6,776	6,946	7,120	7,298	7,668	162.50
INFORMATION SYSTEMS TECH	MSC32	4,339	4,559	4,791	5,035	5,291	5,560	5,699	5,842	5,988	6,138	6,292	6,449	6,611	6,776	7,120	162.50
LEAD CUSTODIAN	MSC12	2,639	2,773	2,915	3,063	3,219	3,384	3,470	3,557	3,646	3,737	3,831	3,928	4,027	4,128	4,339	162.50
LEAD TRANSIT SPECIALIST	MSC27	3,831	4,027	4,232	4,448	4,674	4,912	5,035	5,161	5,291	5,424	5,560	5,699	5,842	5,988	6,292	173.33
LEGAL ADMINISTRATIVE ASST	CNF32	4,339	4,559	4,791	5,035	5,291	5,560	5,699	5,842	5,988	6,138	6,292	6,449	6,611	6,776	7,120	162.50
LEGAL SECRETARY	MSC18	3,063	3,219	3,384	3,557	3,737	3,928	4,027	4,128	4,232	4,339	4,448	4,559	4,674	4,791	5,035	162.50
LIBRARIAN	PF 23	3,505	3,683	3,870	4,066	4,272	4,489	4,603	4,718	4,836	4,957	5,081	5,209	5,340	5,474	5,751	162.50

Attachment: Job Class Table Approved 12.14.21 (7020 : Adopt Revised Job Class Table as Required by

County of Colusa
Monthly Job Class/Salary Schedule

Effective: 0
Board Revision Date: 12/14/21

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
LIBRARY ASSISTANT I	MSC09	2,450	2,573	2,705	2,843	2,988	3,140	3,219	3,301	3,384	3,470	3,557	3,646	3,737	3,831	4,027	162.50
LIBRARY ASSISTANT II	MSC12	2,639	2,773	2,915	3,063	3,219	3,384	3,470	3,557	3,646	3,737	3,831	3,928	4,027	4,128	4,339	162.50
LICENSED PSYCHIATRIC TECH	PFA31	4,247	4,463	4,690	4,928	5,180	5,443	5,579	5,719	5,862	6,010	6,161	6,315	6,473	6,636	6,973	162.50
LICENSED VOCATIONAL NURSE	PFA26	3,753	3,943	4,143	4,353	4,575	4,808	4,928	5,053	5,180	5,310	5,443	5,579	5,719	5,862	6,161	162.50
LIEUTENANT	MGS10	6,801	7,142	7,505	7,886	8,287	8,708	8,926	9,149	9,378	9,612	9,852	10,098	10,350	10,609	11,146	173.33
LITERACY PROGRAM COORDINA	PF 23	3,505	3,683	3,870	4,066	4,272	4,489	4,603	4,718	4,836	4,957	5,081	5,209	5,340	5,474	5,751	162.50
MARKETING & ADMIN SPECIAL	MSC19	3,140	3,301	3,470	3,646	3,831	4,027	4,128	4,232	4,339	4,448	4,559	4,674	4,791	4,912	5,161	162.50
MEDICAL BILLING SPEC	MSC22	3,384	3,557	3,737	3,928	4,128	4,339	4,448	4,559	4,674	4,791	4,912	5,035	5,161	5,291	5,560	162.50
MENTAL HEALTH SPECIALIST	PF 28	3,967	4,168	4,379	4,603	4,836	5,081	5,209	5,340	5,474	5,611	5,751	5,896	6,044	6,195	6,509	162.50
MENTAL HLTH CLINICAL SUPV	MGT18	5,483	5,763	6,056	6,365	6,687	7,027	7,203	7,384	7,570	7,759	7,953	8,152	8,356	8,566	9,001	162.50
MHSA COORD GRANT WRITER	PF 29	4,066	4,272	4,489	4,718	4,957	5,209	5,340	5,474	5,611	5,751	5,896	6,044	6,195	6,350	6,672	162.50
MHSA FAMILY FACILITATOR	PF 35	4,718	4,957	5,209	5,474	5,751	6,044	6,195	6,350	6,509	6,672	6,840	7,012	7,187	7,367	7,741	162.50
MHSA FAMILY SPECIALIST	PF 32	4,379	4,603	4,836	5,081	5,340	5,611	5,751	5,896	6,044	6,195	6,350	6,509	6,672	6,840	7,187	162.50
MIGRANT HSG PROG MNGR	MGT02	3,698	3,883	4,078	4,283	4,498	4,724	4,843	4,965	5,090	5,218	5,349	5,483	5,621	5,763	6,056	162.50
MIGRANT HSG RES MANAGER	MSC17	2,988	3,140	3,301	3,470	3,646	3,831	3,928	4,027	4,128	4,232	4,339	4,448	4,559	4,674	4,912	162.50
MOBILE COMP LAB AST/DRIVR	MSC05	2,221	2,333	2,450	2,573	2,705	2,843	2,915	2,988	3,063	3,140	3,219	3,301	3,384	3,470	3,646	162.50
NURSING SUPERVISOR	MGT29	7,203	7,570	7,953	8,356	8,781	9,227	9,459	9,696	9,938	10,186	10,441	10,702	10,970	11,244	11,813	162.50
OFFICE ASSISTANT I	MSC09	2,450	2,573	2,705	2,843	2,988	3,140	3,219	3,301	3,384	3,470	3,557	3,646	3,737	3,831	4,027	162.50
OFFICE ASSISTANT II	MSC13	2,705	2,843	2,988	3,140	3,301	3,470	3,557	3,646	3,737	3,831	3,928	4,027	4,128	4,232	4,448	162.50
OFFICE ASSISTANT II-AG	MSC43	2,885	3,030	3,182	3,342	3,510	3,686	3,779	3,874	3,971	4,071	4,173	4,278	4,385	4,495	4,720	173.33
OFFICE ASSISTANT SUPERVIS	MSC19	3,140	3,301	3,470	3,646	3,831	4,027	4,128	4,232	4,339	4,448	4,559	4,674	4,791	4,912	5,161	162.50
OPERATIONS SUPERVISOR	MSC24	3,557	3,737	3,928	4,128	4,339	4,559	4,674	4,791	4,912	5,035	5,161	5,291	5,424	5,560	5,842	173.33
PARENT PARTNER	MSC18	3,063	3,219	3,384	3,557	3,737	3,928	4,027	4,128	4,232	4,339	4,448	4,559	4,674	4,791	5,035	162.50
PARKS AND REC ATTENDANT	MSC17	2,988	3,140	3,301	3,470	3,646	3,831	3,928	4,027	4,128	4,232	4,339	4,448	4,559	4,674	4,912	173.33
PARKS AND REC LEADWORKER	MSC19	3,140	3,301	3,470	3,646	3,831	4,027	4,128	4,232	4,339	4,448	4,559	4,674	4,791	4,912	5,161	173.33
PAYROLL SPECIALIST	CNF32	4,339	4,559	4,791	5,035	5,291	5,560	5,699	5,842	5,988	6,138	6,292	6,449	6,611	6,776	7,120	162.50
PEER SUPPORT SPECIALIST	MSC10	2,513	2,639	2,773	2,915	3,063	3,219	3,301	3,384	3,470	3,557	3,646	3,737	3,831	3,928	4,128	162.50
PERMIT TECHNICIAN	MSC23	3,470	3,646	3,831	4,027	4,232	4,448	4,559	4,674	4,791	4,912	5,035	5,161	5,291	5,424	5,699	162.50
PLNG COMMISSIONERS	FLAT	50.00/meeting															162.50
PROBATION ASSISTANT	DSS01	2,793	2,935	3,083	3,238	3,401	3,572	3,662	3,754	3,848	3,945	4,044	4,146	4,250	4,357	4,578	162.50
PROGRAM MANAGER II	MGT29	7,203	7,570	7,953	8,356	8,781	9,227	9,459	9,696	9,938	10,186	10,441	10,702	10,970	11,244	11,813	162.50
PSYCHIATRIST	PF 53	22,331	23,449	24,623	25,856	27,149	28,507	29,220	29,951	30,701	31,469	32,257	33,064	33,891	34,739	36,477	162.50
PUBLIC AUTHORITY SERV MGR	PF 36	4,836	5,081	5,340	5,611	5,896	6,195	6,350	6,509	6,672	6,840	7,012	7,187	7,367	7,551	7,935	162.50
PUBLIC HEALTH ASSISTANT	MSC16	2,915	3,063	3,219	3,384	3,557	3,737	3,831	3,928	4,027	4,128	4,232	4,339	4,448	4,559	4,791	162.50
PUBLIC HEALTH NURSE I	PF 38	5,081	5,340	5,611	5,896	6,195	6,509	6,672	6,840	7,012	7,187	7,367	7,551	7,741	7,935	8,337	162.50
PUBLIC HEALTH NURSE II	PF 42	5,611	5,896	6,195	6,509	6,840	7,187	7,367	7,551	7,741	7,935	8,133	8,337	8,546	8,760	9,204	162.50
PUBLIC HEALTH NURSE III	PF 46	6,195	6,509	6,840	7,187	7,551	7,935	8,133	8,337	8,546	8,760	8,979	9,204	9,434	9,670	10,160	162.50
PUBLIC WORKS PROGRAM MGR	PF 39	5,209	5,474	5,751	6,044	6,350	6,672	6,840	7,012	7,187	7,367	7,551	7,741	7,935	8,133	8,546	173.33
PUBLIC WORKS SUPERVISOR	MSC32	4,339	4,559	4,791	5,035	5,291	5,560	5,699	5,842	5,988	6,138	6,292	6,449	6,611	6,776	7,120	173.33
PUBLIC WORKS SUPT	MGT16	5,218	5,483	5,763	6,056	6,365	6,687	6,854	7,027	7,203	7,384	7,570	7,759	7,953	8,152	8,566	173.33
PURCHASING COORDINATOR	MSC24	3,557	3,737	3,928	4,128	4,339	4,559	4,674	4,791	4,912	5,035	5,161	5,291	5,424	5,560	5,842	162.50
PURCHASING TECHNICIAN	MSC18	3,063	3,219	3,384	3,557	3,737	3,928	4,027	4,128	4,232	4,339	4,448	4,559	4,674	4,791	5,035	162.50
QUALITY ASSURANCE COOR II	PF 46	6,195	6,509	6,840	7,187	7,551	7,935	8,133	8,337	8,546	8,760	8,979	9,204	9,434	9,670	10,160	162.50

Attachment: Job Class Table Approved 12.14.21 (7020 : Adopt Revised Job Class Table as Required by

County of Colusa
Monthly Job Class/Salary Schedule

Effective: 0
Board Revision Date: 12/14/21

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
QUALITY ASSURANCE COORD I	PF 44	5,896	6,195	6,509	6,840	7,187	7,551	7,741	7,935	8,133	8,337	8,546	8,760	8,979	9,204	9,670	162.50
REGISTERED NURSE	PF 35	4,718	4,957	5,209	5,474	5,751	6,044	6,195	6,350	6,509	6,672	6,840	7,012	7,187	7,367	7,741	162.50
ROAD MAINT LEADWORKER	MSC29	4,027	4,232	4,448	4,674	4,912	5,161	5,291	5,424	5,560	5,699	5,842	5,988	6,138	6,292	6,611	173.33
ROAD MAINT WORKER I	MSC14	2,773	2,915	3,063	3,219	3,384	3,557	3,646	3,737	3,831	3,928	4,027	4,128	4,232	4,339	4,559	173.33
ROAD MAINT WORKER II	MSC18	3,063	3,219	3,384	3,557	3,737	3,928	4,027	4,128	4,232	4,339	4,448	4,559	4,674	4,791	5,035	173.33
ROAD MAINT WORKER III	MSC22	3,384	3,557	3,737	3,928	4,128	4,339	4,448	4,559	4,674	4,791	4,912	5,035	5,161	5,291	5,560	173.33
ROAD MAINT WORKER IV	MSC26	3,737	3,928	4,128	4,339	4,559	4,791	4,912	5,035	5,161	5,291	5,424	5,560	5,699	5,842	6,138	173.33
SAFETY OFF-ASST RISK MGR	PFA36	4,808	5,053	5,310	5,579	5,862	6,161	6,315	6,473	6,636	6,802	6,973	7,149	7,328	7,511	7,892	162.50
SENIOR LEGAL SECRETARY	MSC22	3,384	3,557	3,737	3,928	4,128	4,339	4,448	4,559	4,674	4,791	4,912	5,035	5,161	5,291	5,560	162.50
SENIOR PAYROLL SPECIALIST	CNF34	4,559	4,791	5,035	5,291	5,560	5,842	5,988	6,138	6,292	6,449	6,611	6,776	6,946	7,120	7,481	162.50
SERGEANT	DSS31	5,866	6,164	6,477	6,806	7,152	7,514	7,702	7,895	8,093	8,295	8,503	8,717	8,936	9,159	9,623	173.33
SHERIFF'S CHIEF DEPUTY	MGS14	7,505	7,886	8,287	8,708	9,149	9,612	9,852	10,098	10,350	10,609	10,874	11,146	11,425	11,711	12,304	173.33
SHERIFF'S CLERK	DSA02	2,267	2,381	2,501	2,627	2,760	2,899	2,972	3,047	3,124	3,203	3,284	3,367	3,452	3,539	3,719	173.33
SHERIFF'S RECORD CLERK	DSA11	2,828	2,972	3,124	3,284	3,452	3,628	3,719	3,812	3,908	4,006	4,106	4,209	4,315	4,423	4,648	173.33
SHERIFF'S TECHNICIAN	DSA22	3,719	3,908	4,106	4,315	4,534	4,764	4,883	5,005	5,130	5,258	5,390	5,525	5,663	5,805	6,099	173.33
SOCIAL SERV SUP & PUB GRD	PF 33	4,489	4,718	4,957	5,209	5,474	5,751	5,896	6,044	6,195	6,350	6,509	6,672	6,840	7,012	7,367	162.50
SOCIAL SERVICES ASSISTANT	MSC20	3,219	3,384	3,557	3,737	3,928	4,128	4,232	4,339	4,448	4,559	4,674	4,791	4,912	5,035	5,291	162.50
SOCIAL WORKER I	PF 23	3,505	3,683	3,870	4,066	4,272	4,489	4,603	4,718	4,836	4,957	5,081	5,209	5,340	5,474	5,751	162.50
SOCIAL WORKER II	PF 27	3,870	4,066	4,272	4,489	4,718	4,957	5,081	5,209	5,340	5,474	5,611	5,751	5,896	6,044	6,350	162.50
SOCIAL WORKER III	PF 31	4,272	4,489	4,718	4,957	5,209	5,474	5,611	5,751	5,896	6,044	6,195	6,350	6,509	6,672	7,012	162.50
SOCIAL WORKER IV	PF 35	4,718	4,957	5,209	5,474	5,751	6,044	6,195	6,350	6,509	6,672	6,840	7,012	7,187	7,367	7,741	162.50
SOCIAL WORKER SUP I	PF 37	4,957	5,209	5,474	5,751	6,044	6,350	6,509	6,672	6,840	7,012	7,187	7,367	7,551	7,741	8,133	162.50
SOCIAL WORKER SUP II	PF 40	5,340	5,611	5,896	6,195	6,509	6,840	7,012	7,187	7,367	7,551	7,741	7,935	8,133	8,337	8,760	162.50
SPECIAL PROSECUTOR	PF 54	8,401	8,822	9,264	9,728	10,215	10,726	10,995	11,270	11,552	11,841	12,138	12,442	12,754	13,073	13,727	162.50
SR DPTY COUNTY COUNSEL	MGT41	9,696	10,186	10,702	11,244	11,813	12,411	12,721	13,039	13,365	13,699	14,041	14,392	14,752	15,121	15,886	162.50
STAFF SERVICES ANALYST I	PF 29	4,066	4,272	4,489	4,718	4,957	5,209	5,340	5,474	5,611	5,751	5,896	6,044	6,195	6,350	6,672	162.50
STAFF SERVICES ANALYST II	PF 35	4,718	4,957	5,209	5,474	5,751	6,044	6,195	6,350	6,509	6,672	6,840	7,012	7,187	7,367	7,741	162.50
STAFF SERVICES MANAGER	MGT29	7,203	7,570	7,953	8,356	8,781	9,227	9,459	9,696	9,938	10,186	10,441	10,702	10,970	11,244	11,813	162.50
SUPERVISING ASSESMNT TECH	MSC27	3,831	4,027	4,232	4,448	4,674	4,912	5,035	5,161	5,291	5,424	5,560	5,699	5,842	5,988	6,292	162.50
SUPERVISING PROBATION OFF	DSS25	5,056	5,313	5,582	5,866	6,164	6,477	6,639	6,806	6,976	7,152	7,331	7,514	7,702	7,895	8,295	162.50
SYSTEM SUPPORT ANALYST	MSC27	3,831	4,027	4,232	4,448	4,674	4,912	5,035	5,161	5,291	5,424	5,560	5,699	5,842	5,988	6,292	162.50
THERAPIST I	PF 34	4,603	4,836	5,081	5,340	5,611	5,896	6,044	6,195	6,350	6,509	6,672	6,840	7,012	7,187	7,551	162.50
THERAPIST II	PF 38	5,081	5,340	5,611	5,896	6,195	6,509	6,672	6,840	7,012	7,187	7,367	7,551	7,741	7,935	8,337	162.50
THERAPIST III	PF 42	5,611	5,896	6,195	6,509	6,840	7,187	7,367	7,551	7,741	7,935	8,133	8,337	8,546	8,760	9,204	162.50
TIME-MATERIAL & SFTY ASST	MSC24	3,557	3,737	3,928	4,128	4,339	4,559	4,674	4,791	4,912	5,035	5,161	5,291	5,424	5,560	5,842	173.33
TOBACCO CONT PROJ DIR	PF 30	4,168	4,379	4,603	4,836	5,081	5,340	5,474	5,611	5,751	5,896	6,044	6,195	6,350	6,509	6,840	162.50
TRAFFIC CONT TECH I	MSC18	3,063	3,219	3,384	3,557	3,737	3,928	4,027	4,128	4,232	4,339	4,448	4,559	4,674	4,791	5,035	173.33
TRAFFIC CONT TECH II	MSC22	3,384	3,557	3,737	3,928	4,128	4,339	4,448	4,559	4,674	4,791	4,912	5,035	5,161	5,291	5,560	173.33
TRANSFER ANALYST	MSC16	2,915	3,063	3,219	3,384	3,557	3,737	3,831	3,928	4,027	4,128	4,232	4,339	4,448	4,559	4,791	162.50
TRANSIT DRIVER	MSC16	2,915	3,063	3,219	3,384	3,557	3,737	3,831	3,928	4,027	4,128	4,232	4,339	4,448	4,559	4,791	173.33
TRANSIT MANAGER	MGT10	4,498	4,724	4,965	5,218	5,483	5,763	5,908	6,056	6,208	6,365	6,524	6,687	6,854	7,027	7,384	173.33
VICTIM WITNESS ADV I	MSC14	2,773	2,915	3,063	3,219	3,384	3,557	3,646	3,737	3,831	3,928	4,027	4,128	4,232	4,339	4,559	162.50
VICTIM WITNESS ADV II	MSC18	3,063	3,219	3,384	3,557	3,737	3,928	4,027	4,128	4,232	4,339	4,448	4,559	4,674	4,791	5,035	162.50

Attachment: Job Class Table Approved 12.14.21 (7020 : Adopt Revised Job Class Table as Required by

County of Colusa
Monthly Job Class/Salary Schedule

Effective: 0
Board Revision Date: 12/14/21

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
VICTIM WITNESS PRG MGR	PF 38	5,081	5,340	5,611	5,896	6,195	6,509	6,672	6,840	7,012	7,187	7,367	7,551	7,741	7,935	8,337	162.50
VOCATIONAL ASSISTANT	MSC09	2,450	2,573	2,705	2,843	2,988	3,140	3,219	3,301	3,384	3,470	3,557	3,646	3,737	3,831	4,027	162.50
WATER RESOURCE MANAGER	MGT22	6,056	6,365	6,687	7,027	7,384	7,759	7,953	8,152	8,356	8,566	8,781	9,001	9,227	9,459	9,938	162.50
WATER SYSTEMS OPERATOR	PF 35	4,718	4,957	5,209	5,474	5,751	6,044	6,195	6,350	6,509	6,672	6,840	7,012	7,187	7,367	7,741	162.50
WELFARE FRAUD INV I	DSS18	4,250	4,466	4,693	4,932	5,183	5,446	5,582	5,722	5,866	6,013	6,164	6,319	6,477	6,639	6,976	173.33
WELFARE FRAUD INV II	DSS20	4,466	4,693	4,932	5,183	5,446	5,722	5,866	6,013	6,164	6,319	6,477	6,639	6,806	6,976	7,331	173.33
WORK CREW SUPERVISOR	MSC14	2,773	2,915	3,063	3,219	3,384	3,557	3,646	3,737	3,831	3,928	4,027	4,128	4,232	4,339	4,559	162.50
WORK PROGRAM COORDINATOR	MSC18	3,063	3,219	3,384	3,557	3,737	3,928	4,027	4,128	4,232	4,339	4,448	4,559	4,674	4,791	5,035	162.50

TABLE UPDATES

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
07/01/16 ELE19 5% increase (POST incentive eliminated)
04/01/16 Equity Adjustments - various postions
07/01/15 3% COLA All Schedules
01/01/14 Replaced 9 step table with new table and increased 1%

Attachment: Job Class Table Approved 12.14.21 (7020 : Adopt Revised Job Class Table as Required by

COUNTY OF COLUSA, CA

Request For County Board of Supervisors Action

MEETING DATE: December 14, 2021

DEPARTMENT: Ag Commissioner

FROM: Maria Allen

SUBJECT: Presentation & adoption of a Resolution regarding County Livestock Pass Program

Presentation and adoption of a Resolution approving the Colusa County Livestock Pass Program in accordance with AB 1103 and authorize the County Agricultural Commissioner to establish said program.

Detailed Description/Background of request

This is a presentation of the Colusa County Livestock Pass Program.

Together and in coordination with the Colusa County UC Extension Livestock Advisor, the Colusa County Sheriff's Office and the Colusa County Agricultural Commissioner's Office this program has been developed to assist first responders as well as livestock operators during times of natural disasters.

During disasters such as but not limited to wildfires or flood, areas of our county may be placed under mandatory evacuation orders by the Sheriff. This program provides livestock operations with documentation verifying that they have legitimate commercial operations within the evacuated areas. This will assist law enforcement when allowing these individuals into the controlled area to tend to the needs of their livestock.

Per Assembly Bill 1103 "Upon approval of a county board of supervisors, a county agricultural commissioner, or other agency designated by the county board of supervisors, is authorized to establish within that county a livestock pass program for the purpose of issuing identification documents granting a qualifying livestock producer, or a managerial employee of the qualifying livestock producer, access to the qualifying livestock producer's ranch property during or following a flood, storm, fire, earthquake or other disaster."

Prior Board Action

None

Fiscal Impact/Funding Source

None

Action for the Clerk

Number Resoltion and send copy to Department

ATTACHMENTS:

- 12-14-21 BOS meeting LIVESTOCK PASS PROGRAM (DOCX)
- 12-14-2021 Meeting Livestock Pass Program1 (PPTX)

RESOLUTION NO. 21-XXX

RESOLUTION OF THE COLUSA COUNTY BOARD OF SUPERVISORS ADOPTING AND APPROVING THE COLUSA COUNTY LIVESTOCK PASS PROGRAM IN ACCORDANCE WITH NEW LEGISLATION IMPOSING THIS NEW STATE-MANDATED LOCAL PROGRAM

WHEREAS, existing law requires the county Agricultural Commissioner to be responsible for local administration and enforcement of certain agricultural laws, regulations and programs as established by the Secretary under the direction of the State Legislature;

WHEREAS, upon approval of the county Board of Supervisors, the county Agricultural Commissioner, is authorized to establish within the County of Colusa a Livestock Pass Program for the purpose of issuing identification documents granting any qualifying livestock producer, or a managerial employee of the qualifying livestock producer, access to the qualifying producer's ranch property during or following a flood, storm, fire, earthquake or other disaster;

WHEREAS, access granted pursuant to a livestock pass shall be limited to the purposes of sheltering, moving, transporting, evacuation, feeding watering, or administering veterinary care to livestock, or providing local expertise to peace officers and emergency personnel upon request;

WHEREAS, the State Legislature has approved and on October 7, 2021, the Governor has signed Assembly Bill No 1103, which resulted in the addition of Section 2350 of the California Food and Agricultural Code, Section 13105.6 of the California Health and Safety Code and amendment of Section 409.5 of the California Penal Code; and

WHEREAS, by establishing the Colusa County Livestock Pass Program prior to January 1, 2022, Colusa County shall be deemed as a county in compliance with the aforementioned newly chaptered California regulations.

NOW, THEREFORE, BE IT RESOLVED that Colusa County Board of Supervisors authorizes the County Agricultural Commissioner to develop and administer the Colusa County Livestock Pass Program on behalf of Colusa County.

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

AYES:

NOES:

ABSENT:

_____
Gary J. Evans, Board Chair

Attachment: 12-14-21 BOS meeting LIVESTOCK PASS PROGRAM [Revision 3] (6998 : Livestock Pass Program Resolution)

ATTEST: Wendy Tyler, Clerk of the Board of Supervisors

By_____, Deputy

APPROVED AS TO FORM:

_____
Richard Stout, County Counsel

Attachment: 12-14-21 BOS meeting LIVESTOCK PASS PROGRAM [Revision 3] (6998 : Livestock Pass Program Resolution)

Attachment: 12-14-2021 Meeting Livestock Pass Program1 (6998 : Livestock Pass Program Resolution)

Colusa County Livestock Pass Program

Background -

- In recent years, California has experienced multiple disasters.
- The need for Ranchers and Livestock owners to access areas under evacuation order for the purpose of caring for the welfare of their livestock became a priority.
- Fire personnel have also learned that Ranchers have first hand knowledge of roads, water sources and access points to the local terrain.
- Many surrounding Agricultural Commissioners have successfully established similar program in their local jurisdictions.
- On October 7, 2021 the Governor signed into law AB 1103. This allows for a county that has an established Livestock Pass Program (or equivalent) prior to January 1, 2022 to maintain their program until December 31, 2025.

Attachment: 12-14-2021 Meeting Livestock Pass Program1 (6998 : Livestock Pass Program Resolution)

Livestock Access Pass – What is it?

- Documentation held by a Rancher or Livestock owner that facilitates access to areas closed due to existing evacuation orders during times of disaster. (Does not guarantee access)
- This document verifies that they have a legitimate Ranching or Livestock operation vetted through the Agricultural Commissioner and/or the UC Extension Livestock Advisor.
- This document verifies that they applicant has met a fire safety training course developed and presented by CalFire personnel.
- This document verifies the location in which the operation may have business.
- This document is in color, includes a picture of pass holder, signed by the Commissioner, embossed and laminated to ensure authenticity.

Attachment: 12-14-2021 Meeting Livestock Pass Program1 (6998 : Livestock Pass Program Resolution)

The purpose of the Livestock Pass

Assist law enforcement in differentiating between legitimate operations and individuals who do not have official business entering an evacuation zone.

Assist Law Enforcement in allowing Ranchers and Livestock operations access for the purpose of sheltering, moving, transporting, evacuating, feeding, watering or administering veterinary care to their animals.

Attachment: 12-14-2021 Meeting Livestock Pass Program1 (6998 : Livestock Pass Program Resolution)

Who Qualifies for a Livestock Pass in Colusa County?

- Qualifications vary from county to county
- In Colusa County an Operation with >10 head of livestock will qualify
- Must attend the CalFire Safety Training
- Must complete and submit an application by the UC Extension Livestock Advisor
- Must complete a release of liability form and accept conditions described on application and issues pass
- Application must be Approved by the Agricultural Commissioner.
- Applicant must come in person to obtain Livestock Pass from Agriculture Department.

Attachment: 12-14-2021 Meeting Livestock Pass Program1 (6998 : Livestock Pass Program Resolution)

Administrative Process (behind the scenes)

- The application process will develop a database
- This database will be cross referenced with existing UC and Ag Dept databases during the vetting process.
- The final approved list of pass holders will be shared with the Sheriff's Office.
- Due to the number of potential applicants and the minimal staff time needed to complete this process, there will be no fee associated with obtaining a pass at this time.

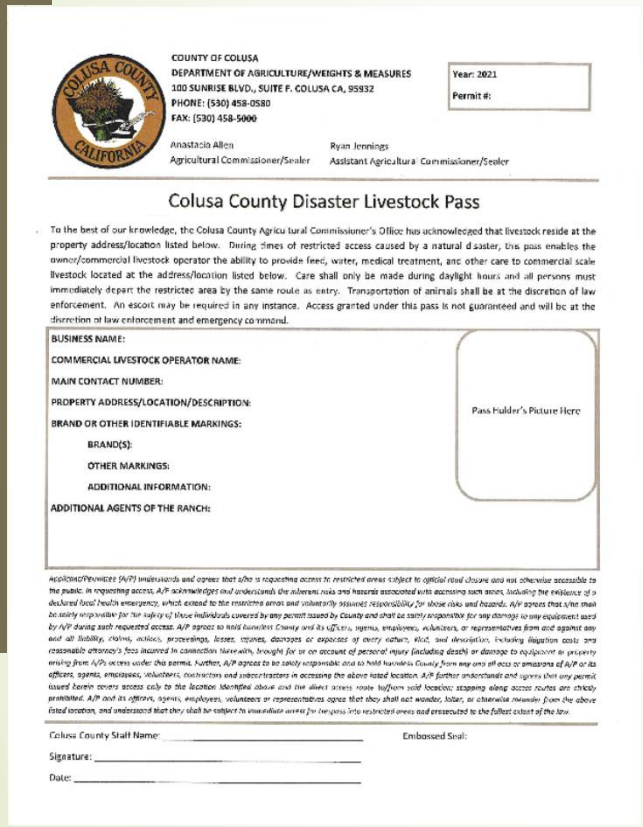
Attachment: 12-14-2021 Meeting Livestock Pass Program1 (6998 : Livestock Pass Program Resolution)

What's Next -

- Upon adoption of the resolution before you today, we will move forward with implementation of this program as presented.
- Outreach and Education to Ranchers and Livestock Operations
- Applications available online through UC Extension
- Applications will be moved through the process upon request by the Operator (Participation to this program is not required).

Attachment: 12-14-2021 Meeting Livestock Pass Program1 (6998 : Livestock Pass Program Resolution)

Livestock Pass (DRAFT)



COUNTY OF COLUSA
DEPARTMENT OF AGRICULTURE/WEIGHTS & MEASURES
100 SUNRISE BLVD., SUITE F. COLUSA CA, 95932
PHONE: (530) 458-0580
FAX: (530) 458-5000

Year: 2021
Permit #:

Anastacio Allen
Agricultural Commissioner/Sealer

Ryan Jennings
Assistant Agricultura Commissioner/Sealer

Colusa County Disaster Livestock Pass

To the best of our knowledge, the Colusa County Agricu tural Commissioner's Office has acknowledged that livestock reside at the property address/location listed below. During times of restricted access caused by a natural disaster, this pass enables the owner/commercial livestock operator the ability to provide feed, water, medical treatment, and other care to commercial scale livestock located at the address/location listed below. Care shall only be made during daylight hours and all persons must immediately depart the restricted area by the same route as entry. Transportation of animals shall be at the discretion of law enforcement. An escort may be required in any instance. Access granted under this pass is not guaranteed and will be at the discretion of law enforcement and emergency command.

BUSINESS NAME:

COMMERCIAL LIVESTOCK OPERATOR NAME:

MAIN CONTACT NUMBER:

PROPERTY ADDRESS/LOCATION/DESCRIPTION:

BRAND OR OTHER IDENTIFIABLE MARKINGS:

BRAND(S):

OTHER MARKINGS:

ADDITIONAL INFORMATION:

ADDITIONAL AGENTS OF THE RANCH:

Pass Holder's Picture Here

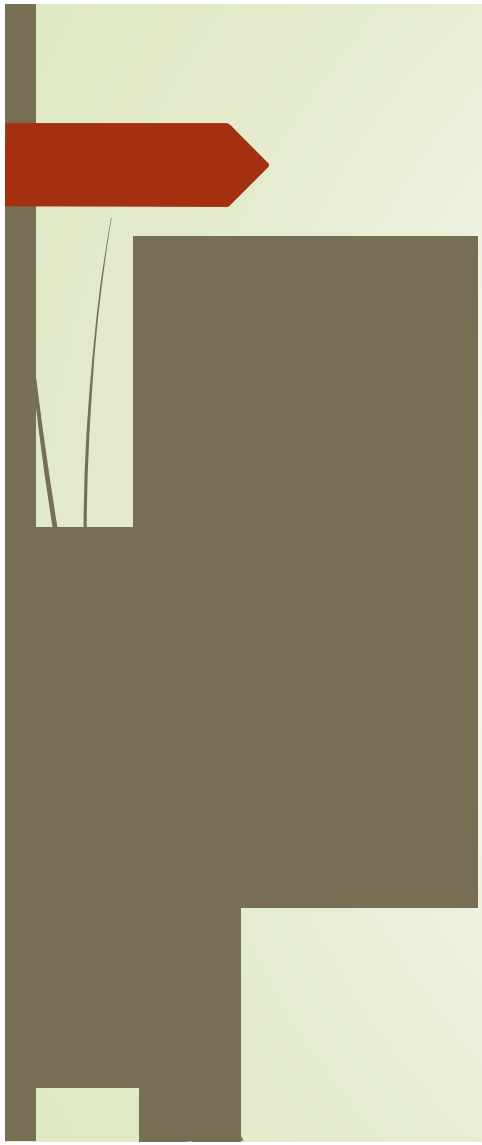
Applicant/Permittee (A/P) understands and agrees that s/he is requesting access to restricted areas subject to official road closure and not otherwise accessible to the public. In requesting access, A/P acknowledges and understands the inherent risks and hazards associated with accessing such areas, including the existence of a declared local health emergency, which extend to the restricted areas and voluntarily assumes responsibility for those risks and hazards. A/P agrees that s/he shall be solely responsible for the safety of those individuals covered by any permit issued by County and shall be solely responsible for any damage to any equipment used by A/P during such requested access. A/P agrees to hold harmless County and its officers, agents, employees, volunteers, or representatives from and against any and all liability, claims, actions, proceedings, losses, injuries, damages or expenses of every nature, kind, and description, including litigation costs and reasonable attorney's fees incurred in connection therewith, brought for or on account of personal injury (including death) or damage to equipment or property arising from A/P's actions under this permit. Further, A/P agrees to be solely responsible and to hold harmless County from any and all acts or omissions of A/P or its officers, agents, employees, volunteers, contractors and subcontractors in accessing the above listed location. A/P further understands and agrees that any permit issued herein covers access only to the location identified above and the direct access route to/from said location; stopping along access routes are strictly prohibited. A/P and its officers, agents, employees, volunteers or representatives agree that they shall not wander, loiter, or otherwise meander from the above listed location, and understand that they shall be subject to immediate arrest for trespass into restricted areas and prosecuted to the fullest extent of the law.

Colusa County Staff Name: _____ Embossed Seal:

Signature: _____

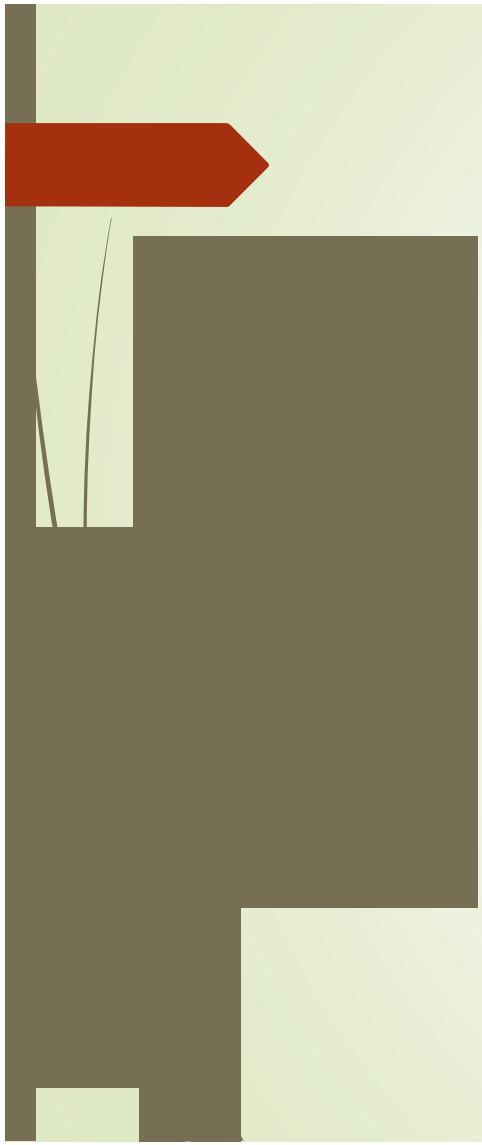
Date: _____

Attachment: 12-14-2021 Meeting Livestock Pass Program1 (6998 : Livestock Pass Program Resolution)



Questions?

Attachment: 12-14-2021 Meeting Livestock Pass Program1 (6998 : Livestock Pass Program Resolution)



Thank You!

COUNTY OF COLUSA, CA **4.2**

Request For County Board of Supervisors Action

MEETING DATE:	**December 14, 2021**
DEPARTMENT:	**Air Pollution Control**
FROM:	**Ann Nordyke**
SUBJECT:	**Greenhouse Gas Emission Standards for Crude Oil and Natural Gas Facilities Grant**

SITTING AS THE COLUSA COUNTY AIR POLLUTION CONTROL DISTRICT

Adopt a Resolution accepting grant funds awarded under the California Air Resources Board's Greenhouse Gas Emission Standards for Crude Oil and Natural Gas Facilities - Implementation and Enforcement. **Further**, approve Grant Agreement (Grant No. G21-OGG-03) with the **California Agency Air Resources Board,** effective January 1, 2022 and authorize the Air Pollution Control Officer to sign.

The Greenhouse Gas Emission Standards for Crude Oil and Natural Gas Facilities, or the Oil and Gas Regulation, is designed to reduce methane emissions from oil and gas production, processing, storage, and transmission compressor stations. Regulated entities are required to take actions to limit intentional (vented) and unintentional (leaked or fugitive) emissions from equipment and operations.

The regulation focuses on the collection and use of methane and associated gases from uncontrolled oil and water separators, well stimulation circulation tanks, and specified centrifugal compressors. The regulation also focuses on the leak detection, repair, and ambient air monitoring on components currently not covered by local air districts.

For the past 3 years the District has performed leak detection inspections and worked with the Natural Gas Industry as they perform the necessary repairs on the components for which leaks have been detected.

Prior Board Action

The District entered into a Memorandum of Agreement with the California Air Resources Board regarding the implementation and enforcement of Greenhouse Gas Emissions Standards for Crude Oil and Natural Gas Facilities on March 20, 2018 and has approved the Oil and Gas Regulation Grant Agreement for the past three (3) years.

Fiscal Impact/Funding Source

There is no fiscal impact of the District and no matching fund requirements. The District has been allocated $50,000.00 to administer the program for the 2021-2022 fiscal year.

Action for the Clerk

Obtain necessary signatures and submit the signed Grant Agreement Cover Sheet and Board Resolution to CARB, via email to Joelle.Howe@arb.ca.gov

Obtain necessary signatures and send a copy of the Grant Agreement Cover Sheet and Board Resolution to the Colusa County Air Pollution Control District, via email to dkitamura@countyofcolusa.com.

ATTACHMENTS:

- G21-OGG-03 Colusa Grant for signature (PDF)
- O&G Grant Resolution_2022 (DOCX)

STATE OF CALIFORNIA
California Environmental Protection Agency
California Air Resources Board
ASD/BCGB-337 (Rev 07/2020)

GRANT AGREEMENT COVER SHEET

GRANT NUMBER
G21-OGG-03

NAME OF GRANT PROGRAM	
Greenhouse Gas Emission Standards for Crude Oil and Natural Gas Facilities – Implementation and Enforcement	
GRANTEE NAME	
Colusa County Air Pollution Control District	
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER 94-6000508	TOTAL GRANT AMOUNT NOT TO EXCEED $50,000.00
START DATE: 1/1/2022	END DATE: 12/31/2022

This legally binding Grant Agreement, including this cover sheet and Exhibits attached hereto and incorporated by reference herein, is made and executed between the State of California, California Air Resources Board (CARB) and the Colusa County Air Pollution Control District (the "Grantee").

Exhibit A – Grant Provisions
Exhibit B – Work Statement
Exhibit B, Attachment I - Budget Summary
Exhibit B, Attachment II - Implementation and Enforcement of CARB's Oil and Gas Regulation Budget
Exhibit B, Attachment III - Project Schedule
Exhibit C – Sample Annual Report Summary

This Agreement is of no force or effect until signed by both parties. Grantee shall not commence performance until it receives written approval from CARB.
The undersigned certify under penalty of perjury that they are duly authorized to bind the parties to this Grant Agreement.

STATE AGENCY NAME		GRANTEE'S NAME (PRINT OR TYPE)	
California Air Resources Board		Colusa County Air Pollution Control District	
SIGNATURE OF ARB'S AUTHORIZED SIGNATORY:		SIGNATURE OF GRANTEE (AS AUTHORIZED IN RESOLUTION, LETTER OF COMMITMENT, OR LETTER OF DESIGNATION)	
TITLE Branch Chief	DATE	TITLE	DATE
STATE AGENCY ADDRESS 1001 I Street, Sacramento, CA 95814		GRANTEE'S ADDRESS (INCLUDE STREET, CITY, STATE AND ZIP CODE) 100 Sunrise Boulevard Suite A, Colusa, California 95932	

CERTIFICATION OF FUNDING

AMOUNT ENCUMBERED BY THIS AGREEMENT	PROGRAM	PROJECT	ACTIVITY
$50,000.00	3510000D32	N/A	N/A
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT $0.00	FUND TITLE Cost of Implementation Fund		FUND N 323
TOTAL AMOUNT ENCUMBERED TO DATE $50,000.00	(OPTIONAL USE)	CHAPTER 21	STATU 202

APPR REF	ACCOUNT/ALT ACCOUNT	REPORTING STRUCTURE	SERVICE LOCATION	FISCAL YEAR (ENY)
001	5390900	39004100	12101	2021/22

I hereby certify that the California Air Resources Board Budget Office acknowledges that budgeted funds are available for the period and purpose of th expenditure stated above.

SIGNATURE OF CALIFORNIA AIR RESOURCES BOARD BUDGET OFFICE:	DATE

I hereby certify that the California Air Resources Board Legal Office has reviewed this Grant Agreement.

SIGNATURE OF CALIFORNIA AIR RESOURCES BOARD LEGAL OFFICE:	DATE
	11/9/2021

Attachment: G21-OGG-03 Colusa Grant for signature (8052 : 2022 Oil & Gas - Implementation and Enforcement Grant)

EXHIBIT A – Grant Provisions

A. The parties agree to comply with the requirements and conditions contained herein, as well as all commitments identified in the Greenhouse Gas Emission Standards for Crude Oil and Natural Gas Facilities implementation and enforcement as outlined in the Memorandum of Agreement between the California Air Resources Board and the Colusa County Air Pollution Control District (executed 4/19/2018).

B. GRANT SUMMARY AND AMENDMENTS (IF APPLICABLE)

Project Title: Greenhouse Gas Emission Standards for Crude Oil and Natural Gas Facilities – Implementation and Enforcement.

Grant Funding Amount: **$50,000.00**.

C. GRANT PARTIES AND CONTACT INFORMATION

This Grant is from the California Air Resources Board (hereinafter referred to as CARB or the Board) to the Colusa County Air Pollution Control District (hereinafter referred to as Grantee).

1. The CARB Project Liaison is Joelle Howe. Correspondence regarding this project must be directed to:

   Ms. Joelle Howe
   California Air Resources Board
   Industrial Strategies Division
   PO Box 2815
   Sacramento, California 95812
   (279) 208-7672
   joelle.howe@arb.ca.gov

2. The Grantee Liaison is Don Kitamura. Correspondence regarding this project must be directed to:

   Mr. Don Kitamura
   Deputy APSO
   Colusa County Air Pollution Control District
   100 Sunrise Boulevard Suite A
   Colusa, California 95932
   (530) 458-0590
   dkitamura@countyofcolusa.com

Attachment: G21-OGG-03 Colusa Grant for signature (8052 : 2022 Oil & Gas - Implementation and Enforcement Grant)

D. SCOPE OF WORK

The Grantee shall implement and enforce the CARB Oil and Gas Regulation in the Colusa County Air Pollution Control District as follows:

1. Issue Notices of Violation (NOV) or other citations for violations of any portion of the CARB Oil and Gas Regulation;
2. Supply an accounting summary of funds expended; and
3. Establish and Maintain Project Records

   As further described below, records include, but are not limited to, Grantee financial and project records, including inspection reports, NOVs and their resolution and the amount of any penalties. All project records must be retained during the Grant period, and for three years after final payment under the Grant. Upon completion of the third year of record retention, the Grantee must submit all project records to CARB.

E. FISCAL ADMINISTRATION

1. Budget

a. The maximum amount of this Grant is $50,000.00. Under no circumstances will CARB reimburse the Grantee for more than this amount.

2. Project Funding

a. Project funds may be used for expenses related to the implementation and enforcement of the CARB Oil and Gas Regulation. Expenditures may include, but are not limited to new equipment purchases, database development, and personnel.

b. Year five funding for the implementation and enforcement of the CARB Oil and Gas Regulations will be disbursed upon receipt of the following:

i. Fully executed Grant Agreement;

ii. Annual Report Summary Template filled out with additional information attached hereto as Exhibit C between CARB and Colusa County Air Pollution Control District; and

iii. A completed Grant Disbursement request form for $50,000.00.

Attachment: G21-OGG-03 Colusa Grant for signature (8052 : 2022 Oil & Gas - Implementation and Enforcement Grant)

3. Suspension of Payments and Grant Termination

a. CARB reserves the right to terminate this Grant upon 30 days written notice to the Grantee. In case of early termination, the Grantee will submit a report covering activities up to, and including, the termination date and following the requirements specified herein and immediately return remaining funds.

b. CARB reserves the right to immediately terminate this Grant in accordance with Section I (General Grant Provisions, paragraph 23).

c. Upon termination, remaining Grant funds must be immediately returned to CARB.

4. Documentation of Administration Funds

Administrative costs include: the Grantee's personnel costs; fringe benefit costs; operating costs (including rent, supplies, and equipment); indirect costs (general administrative services, office space, and telephone services); travel expenses and per diem rates set at the rate specified by California Department of Human Resources (CalHR)[1]; overhead; consultant fees (if pre-approved by CARB); and printing, records retention, and mailing costs.

a. The Grantee must maintain documentation of all project administration funds, including the following:

i. Personnel documentation must make use of timesheets or other labor tracking software. Duty statements or other documentation may also be used to verify the number of staff and actual hours or percent of time staff is devoted to project administration;

ii. Administration funds for subcontractor(s) must be documented with copies of the contract and invoices;

iii. Printing, mailing, records retention, and travel expenses must be documented with receipts and/or invoices;

iv. **Any reimbursement for necessary travel and per diem must be at rates not to exceed those amounts paid to the State's represented employees.** No travel outside the State of California will be reimbursed unless prior written authorization is obtained from CARB. CalHR's travel and per diem reimbursement amounts may be found online at http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx. Reimbursement must be at the State travel and per diem amounts that

[1] Under no circumstances should the Grantee exceed travel expenses and per diem rates set by CalHR.

Attachment: G21-OGG-03 Colusa Grant for signature (8052 : 2022 Oil & Gas - Implementation and Enforcement Grant)

are current as of the date costs are incurred by the Grantee; and

b. The above documentation, records, and referenced materials must be made available for review during monitoring visits and audits by CARB, or its designee. These records must be retained for a minimum of three years after full payment and completion of the grant.

F. PROJECT MONITORING

1. Meetings with CARB

a. Site visits: Site visits may be established by the CARB Project Liaison during the term of this grant.

G. DOCUMENTING EXPENDITURE OF STATE FUNDS

The Grantee must provide CARB with documentation accounting for the proper expenditure of CARB funds. The documentation must be provided with the Grant Disbursement Request Form.

H. OVERSIGHT AND ACCOUNTABILITY

The Grantee must comply with all oversight responsibilities identified herein.

1. CARB or its designee reserves the right to audit at any time during the duration of this grant the Grantee's costs of performing the grant and to refuse payment of any reimbursable costs or expenses that in the opinion of CARB or its designee are unsubstantiated or unverified. The Grantee shall cooperate with CARB or its designee including, but not limited to, promptly providing all information and documents requested, such as all financial records, documents, and other information pertaining to reimbursable costs, and any matching costs and expenses.

2. The Grantee shall retain all records referred to above and provide them for examination and audit by the State for a minimum of three years after full payment and completion of the grant.

3. The Grantee shall develop and maintain accounting procedures to track reservation and expenditures by grant award, fiscal year, and of all funding sources.

4. The Grantee shall store all records in a secured and safe storage facility that maintains confidentiality and provides fire and natural disaster protection. Files must be retained for a minimum of three years after full payment and completion of the grant.

Attachment: G21-OGG-03 Colusa Grant for signature (8052 : 2022 Oil & Gas - Implementation and Enforcement Grant)

I. GENERAL GRANT PROVISIONS

1. **Amendment:** No amendment or variation of the terms of this Grant Agreement shall be valid unless made in writing, signed by all parties and approved as required. No oral understanding or agreement not incorporated in the Grant Agreement is binding on any of the parties.
2. **Assignment:** This Grant is not assignable by the Grantee, either in whole or in part, without the consent of CARB in the form of a formal amendment.
3. **Availability of funds:** CARB's obligations under this Grant Agreement are contingent upon the availability of funds. In the event funds are not available, the State shall have no liability to pay any funds whatsoever to the Grantee or to furnish any other considerations under this Grant Agreement.
4. **Audit:** Grantee agrees that CARB, the Department of General Services, Department of Finance, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Grant and all State funds received. Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after the term of this Grant is completed, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include similar right of the State to audit records and interview staff in any Grant or Contract related to performance of this Agreement.
5. **Compliance with law, regulations, etc.:** The Grantee agrees that it will, at all times, comply with and require its contractors and subcontractors to comply with all applicable federal and State laws, rules, guidelines, regulations, and requirements.
6. **Confidentiality:** No record that has been designated as confidential by CARB, shall be disclosed by the Grantee.
7. **Conflict of interest:** The Grantee certifies that it is in compliance with applicable State and/or federal conflict of interest laws.
8. **Disputes:** The Grantee shall continue with the responsibilities under this Grant Agreement during any dispute. Grantee staff or management may work in good faith with CARB staff or management to resolve any disagreements or conflicts arising from implementation of this Grant Agreement. However, any disagreements that cannot be resolved at the management level within 30 days of when the issue is first raised with CARB staff shall be subject to resolution by the CARB Executive Officer, or his designated representative. Nothing contained in this paragraph is intended to limit any rights or remedies that the parties may have under law.

Attachment: G21-OGG-03 Colusa Grant for signature (8052 : 2022 Oil & Gas - Implementation and Enforcement Grant)

9. **Environmental justice:** In the performance of this Grant Agreement, the Grantee shall conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, cultures, and income levels, including minority populations and low-income populations of the State.

10. **Fiscal management systems and accounting standards:** The Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of State law or this Grant Agreement. Unless otherwise prohibited by State or local law, the Grantee further agrees that it will maintain separate Project accounts in accordance with generally accepted accounting principles.

11. **Force majeure:** Neither CARB nor the Grantee must be liable for or deemed to be in default for any delay or failure in performance under this Grant Agreement or interruption of services resulting, directly or indirectly, from acts of God, enemy or hostile governmental action, civil commotion, strikes, government orders, national or state declared pandemics, lockouts, labor disputes, fire, flood, earthquakes or other physical natural disaster. If either party intends to invoke this clause to excuse or delay performance, the party invoking the clause must provide written notice to the other party immediately but no later than within fifteen (15) calendar days of when the force majeure even occurs and reasons that the force majeure event is preventing that party from or delaying that party in performing its obligations under this contract. CARB may terminate this Grant Agreement immediately in writing without penalty in the event Grantee invokes this clause.

    If the Grant Agreement is not terminated by CARB pursuant to this clause, upon completion of the event of force majeure, the Grantee must as soon as reasonably practicable recommence the performance of its obligations under this Grant Agreement. The Grantee must also provide a revised schedule to minimize the effects of the delay caused by the event of force majeure. An event of force majeure does not relieve a party from liability for an obligation which arose before the occurrence of that event.

12. **Governing law and venue:** This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California. CARB and the Grantee hereby agree that any action arising out of this Grant Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Grant Agreement.

13. **Grantee's responsibility for work:** The Grantee shall be responsible for work and for persons or entities engaged in work, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Grantee

Attachment: G21-OGG-03 Colusa Grant for signature (8052 : 2022 Oil & Gas - Implementation and Enforcement Grant)

must be responsible for any and all disputes arising out of its contract for work on the Project, including, but not limited to, payment disputes with contractors, subcontractors, and providers of services. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.

14. **Indemnification:** The Grantee agrees to indemnify, defend, and hold harmless the State and the Board and its officers, employees, agents, representatives, and successors-in-interest against any and all liability, loss, and expense, including reasonable attorneys' fees, from any and all claims for injury or damages arising out of the performance by the Grantee, and out of the operation of equipment that is purchased with funds from this Grant Award.

15. **Independent contractor:** The Grantee, and its agents and employees, if any, in their performance of this Grant Agreement, shall act in an independent capacity and not as officers, employees, or agents of CARB.

16. **Nondiscrimination:** During the performance of this Grant Agreement, the Grantee and its third party entities shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, religious creed, color, national origin, ancestry, physical disability, mental disability, sexual orientation, medical condition, (including HIV and AIDS), marital status, age (over 40) or allow denial of family-care leave, medical-care leave, or pregnancy-disability leave. The Grantee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The Grantee and its contractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code section 12990 (a)-(f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, title 2, section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a)-(f), set forth in Chapter 5 of Division 4 of title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Grantee and its contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. The Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Grant Agreement.

17. **No third party rights:** The parties to this Grant Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this Grant Agreement, or of any duty, covenant, obligation or undertaking establish herein.

18. **Ownership:** All information or data received or generated by the Grantee under this Grant shall become the property of CARB. No information or data received or generated under this Grant shall be released without CARB approval.

Attachment: G21-OGG-03 Colusa Grant for signature (8052 : 2022 Oil & Gas - Implementation and Enforcement Grant)

19. **Personally Identifiable Information:** Information or data that personally identifies an individual or individuals is confidential in accordance with California Civil Code sections 1798, et seq. and other relevant State or federal statutes and regulations. The Grantee shall safeguard all such information or data which comes into their possession under this Grant Agreement in perpetuity, and shall not release or publish any such information or data.

20. **Prevailing wages and labor compliance:** If applicable, the Grantee agrees to comply with all the applicable provisions of the California Labor Code pertaining to Public Works projects (Labor Code Sections 1720-1861) including those provisions requiring the payment of not less than the specified prevailing rate of wages as determined by the Director of the Department of Industrial Relations to workers employed in the performance of this Grant Agreement. If applicable, the Grantee shall monitor all agreements subject to reimbursement from this Grant Agreement to ensure that the provisions of Labor Code Sections 1720-1861 are being met.

21. **Professionals:** For projects involving installation or construction services, the Grantee agrees that only licensed professionals will be used to perform services under this Grant Agreement where such services are called for and licensed professionals are required for those services under State law.

22. **Severability:** If a court of competent jurisdiction holds any provision of this Grant Agreement to be illegal, unenforceable or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of those provisions, will not be affected.

23. **Termination:** CARB may terminate this Grant Agreement by written notice at any time prior to completion of projects funded by this Grant Award, upon violation by the Grantee of any material provision after such violation has been called to the attention of the Grantee and after failure of the Grantee to bring itself into compliance with the provisions of this Grant Agreement.

24. **Timeliness:** Time is of the essence in this Grant Agreement. Grantee shall proceed with and complete the Project in an expeditious manner.

25. **Waiver of Rights:** Any waiver of rights with respect to a default or other matter arising under the Grant Agreement at any time by either party shall not be considered a waiver of rights with respect to any other default or matter. Any rights and remedies of the State provided for in this Grant Agreement are in addition to any other rights and remedies provided by law.

Attachment: G21-OGG-03 Colusa Grant for signature (8052 : 2022 Oil & Gas - Implementation and Enforcement Grant)

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Attachment: G21-OGG-03 Colusa Grant for signature (8052 : 2022 Oil & Gas - Implementation and Enforcement Grant)

EXHIBIT B – Work Statement

Budget Summary (Attachment I)

Implementation and Enforcement of CARB's Oil and Gas Regulation Budget (Attachment II)

Project Schedule (Attachment III)

Attachment: G21-OGG-03 Colusa Grant for signature (8052 : 2022 Oil & Gas - Implementation and Enforcement Grant)

EXHIBIT B, Attachment I

Budget Summary

Grantee: Colusa County Air Pollution Control District **Grant No.:** G21-OGG-03

Project: Greenhouse Gas Emission Standards for Crude Oil and Natural Gas Facilities – Implementation and Enforcement

Total Costs & Funding

Total Funding	
Funding Source	Amount
Cost of Implementation Fund (COI)	$50,000.00
Total Grant	$50,000.00

Attachment: G21-OGG-03 Colusa Grant for signature (8052 : 2022 Oil & Gas - Implementation and

Exhibit B, Attachment II

Implementation and Enforcement of CARB's Oil and Gas Regulation Budget

Grantee: Colusa County Air Pollution Control District

Grant number: G21-OGG-03

Project: Greenhouse Gas Emission Standards for Crude Oil and Natural Gas Facilities – Implementation and Enforcement

	Grant Funded
Direct & Indirect Staff Labor Costs	
Inspections	$
Training (regulation and/or instrument)	$
Facility Education	$
Software Development	$
Permit Revisions	$
Other (specify)	$
Subtotal	**$**
Direct Costs	
Methane Detection Instruments	$
IT Contracts/Hardware	$
Other Equipment (specify)	$
Subtotal	**$**
Total Costs	**$50,000.00**

Attachment: G21-OGG-03 Colusa Grant for signature (8052 : 2022 Oil & Gas - Implementation and

Exhibit B, Attachment

Project Schedule

Grantee: Colusa County Air Pollution Control District **Grant No.:** G21-OGG-03

Project: Greenhouse Gas Emission Standards for Crude Oil and Natural Gas Facilities – Implementation and Enforcement

Work Task	Timeline
Task 1 – Execute Grant Agreement	**January 1, 2022**
Task 2 – 2021 Annual Report Summary Due January 1, 2021 – December 31, 2021	**April 1, 2022**

Attachment: G21-OGG-03 Colusa Grant for signature (8052 : 2022 Oil & Gas - Implementation and

EXHIBIT C

Air District: Colusa County Air Pollution Control District **Reporting Period: 2021**

Sample – Annual Report Summary

Summary of CARB Training

Type of Training	Dates Attended	Location	Number of District Staff attended
Regulation Training			
Detection Instrument Training			

Summary of Facilities/ Inspections/ Violations

	List of Facilities in District subject to CARB's Oil and Gas Methane Regulation that were inspected this year					Summary of Inspections			Summary of Notices of Violation						Comments
	CARB Facility ID (if any)	Owner/ Operator	Facility Name	Facility Type (drop down)	Location	Date of Inspection	Inspection # (if any)	Sources Inspected (drop down)	Date Violation Issued	Description of NOV (Regulation section violated)	NOV # (if any)	Resolution (yes/no) (if no, explain in comments)	Amount of Penalties (if any)	Other Required Remedies	Please add any explanatory comments in this section
1															
2															
3															
…															

To request an electronic version, please contact Joelle.Howe@arb.ca.gov

Attachment: G21-OGG-03 Colusa Grant for signature (8052 : 2022 Oil & Gas - Implementation and

RESOLUTION NO. _____

RESOLUTION OF THE GOVERNING BOARD OF THE COLUSA COUNTY AIR POLLUTION CONTROL DISTRICT AUTHORIZING THE DISTRICT TO ACCEPT GRANT FUNDS AWARDED UNDER THE CALIFORNIA AIR RESOURCES BOARD'S GREENHOUSE GAS EMISSION STANDARD FOR CRUDE OIL AND NATURAL GAS FACILITIES – IMPLEMENTATION AND ENFORCEMENT

WHEREAS, on March 23, 2017, the California Air Resources Board adopted California's Greenhouse Gas Emission Standards for Crude Oil and Natural Gas Facilities (the regulation) for owners and operators of crude oil and natural gas facilities as set forth in title 17, California Code of Regulation (CCR), sections 95665 to 95677;

WHEREAS, reducing methane emission from the oil and gas sector also reduces emissions of volatile organic compounds (VOCs) and toxic air contaminants, and can be designed consistently with efforts to control other air pollutants, including nitrogen oxides and particulate matter;

WHEREAS, the regulation is expected to reduce methane leaks for oil and gas operations in California by the equivalent of 1.4 million metric tons of carbon dioxide annually;

WHEREAS, the locating and repairing of leaks in oil and gas systems will provide additional benefits in reducing smog-causing chemicals; and

WHEREAS, the District entered into a Memorandum of Agreement with the California Air Resources Board regarding implementation and enforcement of greenhouse gas emission standards for crude oil and natural gas facilities on March 20, 2018.

NOW, THEREFORE, BE IT RESOLVED that the Colusa County Air Pollution District Board authorizes the Air Pollution Control Officer (APCO) to the sign the Greenhouse Gas Emission Standards for Crude Oil and Natural Gas Facilities – Implementation and Enforcement Grant Agreement, effective January 1, 2022, with the California Air Resources Board and to execute all other necessary documents.

BE IT FURTHER RESOLVED that the Air District Board authorizes the APCO to accept any allocated and awarded funds to the District under the Greenhouse Gas Emission Standards for Crude Oil and Natural Gas Facilities – Implementation and Enforcement Grant Agreement.

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Attachment: O&G Grant Resolution_2022 [Revision 1] (8052 : 2022 Oil & Gas - Implementation and Enforcement Grant)

PASSED AND ADOPTED this 14th day of December 2021, by the following vote:

AYES:

NOES:

ABSENT:

_____
Gary J. Evans, Board Chair

ATTEST: Wendy Tyler
Clerk to the Board of Supervisors

_____
Patricia Rodriguez, Deputy Clerk

APPROVED AS TO FORM:

_____
Richard Stout, County Counsel

Attachment: O&G Grant Resolution_2022 [Revision 1] (8052 : 2022 Oil & Gas - Implementation and Enforcement Grant)

COUNTY OF COLUSA, CA **5.1**

Request For County Board of Supervisors Action

MEETING DATE: **December 14, 2021**

DEPARTMENT: **Auditor**

FROM: **Ann Nordyke**

SUBJECT: **Approve Special Claims**

Approve Special Claims.

Detailed Description/Background of request
None.

Prior Board Action
None.

Fiscal Impact/Funding Source
None.

Action for the Clerk
None.

COUNTY OF COLUSA, CA

6.1

Request For County Board of Supervisors Action

MEETING DATE: **December 14, 2021**

DEPARTMENT: **Community Development**

FROM: **Greg Plucker**

SUBJECT: **Termination of the Administrator Staff Services Agreement with the Colusa Groundwater Authority**

Review, consider, and authorize the County Administrative Officer to send the 15-day written notice terminating the Administrator Staff Services Agreement with the Colusa Groundwater Authority.

Detailed Description/Background of request

Following the passage of comprehensive groundwater legislation in 2014 (commonly known as the "Sustainable Groundwater Management Act" (SGMA)), the County has worked with the numerous agencies within the Colusa Subbasin that were defined by SGMA as Groundwater Sustainability Agencies (CGA) to form the Colusa Groundwater Authority (CGA). The overarching purpose of the CGA was to create a single GSA to implement the requirements of SGMA within the Colusa Subbasin.

Since that time, the County's Water Resources Division Manager has served as the principal staff member to the CGA. The CGA has reimbursed the County for costs incurred in this support role. In late 2020, the County entered into an Administrator Staff Services Agreement with the CGA formalizing the current agreement for staff support (attached).

Since that time considerable progress in developing the Groundwater Sustainability Plan (GSP) for the Colusa Subbasin has been made. As of the writing of this Board report, the CGA is scheduled to hold a public hearing on December 13, 2021 to consider adoption of the GSP for the Colusa Subbasin. Following the adoption of this GSP, the next steps would be for the CGA to implement the plan. It is anticipated that plan implementation would be funded in large part by the State. However, the State will not be providing funding to non-critical basins (including the Colusa Subbasin) until 2023.

As the Board is aware, the County's Water Resources Division Manager has recently resigned her position with the County. In reviewing the County's role in providing staff support to the CGA, as well as this position's role is working on County water-related issues, staff believes that this is an ideal time for the CGA to develop its own staffing. CGA staff needs over the next year would be limited as GSP implementation is not anticipated to begin until 2023 with State

funding and this would allow new CGA staff to transition into the position. With respect to County needs, there are a number of County-related water issues that will require significant County staff involvement over the next year and beyond.

Transitioning away from CGA staff support would allow the County's new Water Resources Division Manager to focus on just County water related issues. Part of this effort would be representing the County's interest as the CGA begins to implement the GSP in the future. Once the GSP moves forward with GSP implementation, the work load between the CGA staffing needs and the County's water related staffing needs would exceed that of a single employee. As such, terminating the agreement at this time would ensure that staff for both the CGA and County have the ability to focus on the needs of each jurisdiction. Per the terms of the staffing agreement, a 15-day written termination notice is required.

Prior Board Action

In June, 2017 the Joint Exercise of Powers Agreement forming the Colusa Groundwater Authority became effective with Colusa County being a member agency.

In October, 2020, the County entered into Contract No, C20-197 with the Colusa Groundwater Authority for staff support.

Fiscal Impact/Funding Source

None anticipated.

Action for the Clerk

Obtain the County Administrative Officer signature on the attached termination notice and send it to the CGA chair by December 16, 2021.

ATTACHMENTS:

- 15-Day Written Termination Notice to CGA (DOCX)
- CGA Staff Services Agreement (PDF)

OFFICE OF THE COUNTY ADMINISTRATOR

Wendy G. Tyler, CAO
547 Market Street, Suite 102
Colusa, CA 95932
(530) 458-0508 Ph (530) 458-0510 fax
www.countyofcolusa.com

December 14, 2021

Denise Carter
Chair, Colusa Groundwater Authority
1213 Market Street
Colusa CA 95932

RE: Administrator Staff Services Agreement
Written Notice of Termination

Dear Chair Carter,

As you are aware, the County of Colusa currently provides the Colusa Groundwater Authority (CGA) assistance with its staffing needs through an Administrator Staff Services Agreement. As you are also aware, the County has provided this staffing through the use of the County's Water Resources Division Manager (Mary Fahey) and that Mary has recently left the County employment. Given that the progress that the CGA has made with the development of the Groundwater Sustainability Plan (GSP), the timing of implementation of the GSP, and the staffing needs of the County on our own groundwater issues, the Board of Supervisors has authorized me to file the notice of termination of our Administrator Staff Services Agreement. Accordingly, pursuant to Section 12.B of said agreement this letter will serve as written notice that the County is terminating the agreement as of January 1, 2022.

Of course, the County will continue to be involved in the CGA through its Board of Directors as well advocating County issues before the CGA. I look forward to our continued involvement in the CGA; although in somewhat of a different capacity to ensure that the important work of the CGA continues. Should you have any questions, please do not hesitate to contact me at (530) 458-0737 or at wtyler@countyofcolusa.com.

Sincerely,

Wendy G. Tyler
County Administrative Officer

cc: Colusa County Board of Supervisors
Greg Plucker, Community Development Director

Attachment: 15-Day Written Termination Notice to CGA [Revision 1] (8068 : Termination of CGA Staff Services Agreement)

C 20-197

Administrator Staff Services Agreement

This Administrator Staff Services agreement ("Agreement") is between the COUNTY OF COLUSA ("County"), a political subdivision of the State of California, and the COLUSA GROUNDWATER AUTHORITY ("Authority"), a joint powers authority.

1. **Services to be Performed:** The Authority is desirous to have County staff perform services as the Administrator for the Authority and the County is agreeable to provide the services as the Authority's Administrator as defined herein.

   A. **Scope of Administrator Services and Recoverable Costs**. The Administrator's services may include, without limitation, project management related to the administrative services for the Authority, including the development and implementation of a Groundwater Sustainability Plan pursuant to SGMA, and financial, bookkeeping, invoicing and contracting services. The Administrator shall 1) develop agendas and staff reports for Board packets; 2) bring pertinent issues to the attention of the Board; 3) prepare and present a proposed budget to the Authority and control the approved budget; 4) appoint, direct and remove employees of the Authority; 5) implement and manage contracts and agreements approved by the Authority, and 6) perform such other and additional duties as assigned by the Authority.

   B. **Assignment of Staff.** The County reserves the right to select and assign staff to serve as the Authority's Administrator subject to the Authority's approval. The services of the assigned Administrator may be supplemented by other County staff at the discretion of the County.

   C. **Direction of the Board of Directors.** The services provided by the Administrator shall be at the direction of the Board of the Authority. The Authority shall have no authority to terminate, suspend, reprimand or otherwise discipline any County employee providing services hereunder, but shall direct all employment issues and complaints to the County which shall have absolute discretion to act.

2. **Term:** This Agreement shall begin on the later date that the Authority and County have approved the Agreement and shall continue until terminated in accordance with the provisions of this Agreement.

3. **Compensation:** The Authority shall reimburse the County for the actual cost to the County for providing the staff time, materials, and other indirect expenses required to carry out the administrative services required, as well as other costs and expenses incurred on the Authority's behalf, including but not limited to rents, overhead, materials, insurance, benefits, taxes and the like.

Attachment: CGA Staff Services Agreement (8068 : Termination of CGA Staff Services Agreement)

C20-197

4. **Method of Payment:** The County shall invoice the Authority on a bi-monthly basis, or at another frequency determined by the County, for all costs and expenses incurred by the County in carrying out the services to the Authority. Invoices shall include a statement of the County's services and the costs and expenses incurred performing such services during the invoicing period. The Authority shall pay all invoices within sixty (60) days of receipt. The hourly rate of County staff will be estimated at the beginning of each fiscal year based on the estimated staff's cost in performing services to the Authority including but not limited to wages, benefits, services and supplies developed from the County's departmental budget. At the end of each year, a true-up of estimated versus actual hourly rate will be calculated for the current fiscal year and the Authority will pay for any underpayment or the County will refund any overpayment based on the true-up of costs and expenses.

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

6. **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 in connection with this Agreement.

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

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

9. **Amendments**: This Agreement may be modified or amended only by a written document executed by both Authority and County.

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

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

Attachment: CGA Staff Services Agreement (8068 : Termination of CGA Staff Services Agreement)

C20-197

12. Termination: This Agreement may be terminated for the following reasons:

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

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

13. Partial Invalidity. If any provision of this Agreement 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.

COUNTY OF COLUSA

Date: 10/27/20

Denise J. Carter, Board Chair

COLUSA GROUNDWATER AUTHORITY

Date: 11/4/20

Hilary Reinhard, Authority Vice Chair

APPROVED AS TO FORM

Marcos A. Kropf, County Counsel

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

By

Melissa Kitts, Deputy

Attachment: CGA Staff Services Agreement (8068 : Termination of CGA Staff Services Agreement)

JOINT EXERCISE OF POWERS AGREEMENT ESTABLISHING THE COLUSA GROUNDWATER AUTHORITY

EXHIBIT E
INITIAL FUNDING AND ADMINISTRATIVE SERVICES AGREEMENT RECITALS

ARTICLE 3: SERVICES AGREEMENT AND ENGAGEMENT OF CONSULTANTS

3.1 Agreement with County for Administrative Services.

3.1.1 **Services Agreement between County and Authority.** The Members contemplate that the County of Colusa will provide administrative and related services for the Authority during the term of this AGREEMENT. Upon formation of the Authority, the County and Authority may negotiate a new administrative services agreement to augment or supersede this AGREEMENT.

3.1.2 **Scope of County Services and Recoverable costs.** For the term of this AGREEMENT, the County shall provide administrative and financial services to the Authority. Such services many include, without limitation, project management related to the administrative services for the Authority, including the development and implementation of a Groundwater Sustainability Plan pursuant to SGMA, and financial, bookkeeping, invoicing and contracting services. A more detailed scope of services shall be stated in the services agreement between the County and Authority, as provided in Article 3.1.1 hereof.

3.1.3 **Invoicing and Payment and Reimbursement of County Services.** The County shall invoice the Authority monthly for all costs and expenses incurred in carrying out the services required under this AGREEMENT, and as required under a future funding agreement. Said invoices shall include the reasonable cost to the County for providing the staff and human resources time required to carry out the administrative services under this AGREEMENT, as well as other costs and expenses incurred on the Authority's behalf, including but not limited to rents, overhead, materials, insurance, benefits, taxes and the like. Invoicing shall be monthly, and invoices shall include a statement of the County's services and the costs and expenses incurred performing such services during the prior month. The Authority shall pay all invoices within thirty (30) days of receipt.

3.1.4 **Direction of the Board of Directors.** The services provided in this AGREEMENT shall be at the direction of the Board of the Authority, although the County is and shall remain the employer of any staff providing services hereunder. The County shall be deemed an independent contractor to the Authority, and the Authority shall have no authority to terminate, suspend, reprimand or otherwise discipline any County employee providing services hereunder, but shall direct all employment issues and complaints to the County which shall have absolute discretion to act.

3.2 Engagement of Consultants.

3.2.1 **Engagement of Consultants.** It is anticipated that the Authority may need to retain the services of one or more consultants in furtherance of the purposes of the Authority, and the Members

Attachment: CGA Staff Services Agreement (8068 : Termination of CGA Staff Services Agreement)

hereby authorize the Authority to engage appropriate consulting services as necessary and consistent with this AGREEMENT.

3.2.3 **Board Approval.** The Board of Directors shall approve engagement of any consultants retained on behalf of the Authority. The Board of Directors shall review and approve all requests for proposals prior to their release and shall participate in the various stages of the selection process, including but not limited to, review of proposals and participation on interview panels. The Board of Directors shall issue all notices to proceed approve all consultant and related contracts.

Attachment: CGA Staff Services Agreement (8068 : Termination of CGA Staff Services Agreement)

COUNTY OF COLUSA, CA

Request For County Board of Supervisors Action

MEETING DATE: December 14, 2021

DEPARTMENT: Behavioral Health

FROM: Jayro Pina

SUBJECT: No Place Like Home Noncompetitive Funds Resolution

Adopt Resolution authorizing participation in the No Place Like Home (NPLH) Program Non-competitive Allocation Project: Rancho Colus.

Detailed Description/Background of request

Resolution by Colusa County to seek $500,000 in noncompetitive funding from the No Place Like Home (NPLH) Program. The noncompetitive funds will be awarded through the State of California, Department of Housing and Community Development. Colusa County is entitled to this amount based on the original legislation. These funds will be used to leverage competitive funds from the state. All of the funding will be utilized to build Rancho Colus, a new 49 unit apartment complex in partnership with the Regional Housing Authority (RHA). 13 of the apartment units will be designated for “special needs” residents.

Competitive applications are assessed by determining what resources a county has available, resulting in grant points that are awarded toward the competitive application. The RHA already owns the land, and has contracted with the developer, the architect, and is already addressing various land use issues. These factors will increase the total score of the Colusa County application. Having an additional $500,000 available for the project will make the Colusa County competitive application more viable.

Prior Board Action

MOU approved between Colusa BHS, Colusa DHHS, and Regional Housing Authority for the NPLH property development project.

Fiscal Impact/Funding Source

This noncompetitive $500,000 funding is granted through NPLH Program. BHS has already committed $1,000,000 and DHHS has committed $200,000. If the NPLH funds are awarded to BHS, a total of $1,700,000 will be set aside for the project. Additional funding will be sought through the competitive NPLH loan application.

Action for the Clerk

Number Resolution and obtain signatures and return a Certified Copy to Jayro Pina at Behavioral Health.

ATTACHMENTS:

- nplh_r4_noncompetitive _county_resolution_Rancho Colus (DOCX)

RESOLUTION NO. 21-

**RESOLUTION OF THE BOARD OF SUPERVISORS,
COUNTY OF COLUSA, STATE OF CALIFORNIA FOR AUTHORIZATION TO PARTICIPATE IN THE
NO PLACE LIKE HOME PROGRAM NON-COMPETITIVE ALLOCATION
PROJECT: RANCHO COLUS**

WHEREAS, the State of California, Department of Housing and Community Development ("Department") issued a Notice of Funding Availability, dated August 15, 2018 as amended on October 30, 2018, on October 23, 2020, on October 29, 2021 and as may be further amended from time, (collectively, the "NOFA") under the No Place Like Home Program ("NPLH" or "Program") authorized by Government Code section 15463, Part 3.9 of Division 5 (commencing with Section 5849.1) of the Welfare and Institutions Code, and Welfare and Institutions Code section 5890;

WHEREAS, the NOFA relates to the availability of approximately $19 million in Non-Competitive Allocation funds under the NPLH Program; and

WHEREAS, County of Colusa is a County and an Applicant ("County"), as those terms are defined in the NPLH Program Guidelines, enacted in 2020 ("Guidelines").

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

SECTION 1. That County is hereby authorized and directed to apply for and if awarded, accept funds from the NPLH Program not to exceed $500,000 (the "NPLH Loan").

SECTION 2. That the County Administrative Officer is hereby authorized and directed to act on behalf of County in connection with an award of the NPLH Loan, and to enter into, execute, and deliver any and all documents required or deemed necessary or appropriate to evidence the NPLH Loan, the County's obligations related thereto, and the Department's security therefore. These documents may include, but are not limited to, a State of California Standard Agreement ("Standard Agreement"), a regulatory agreement, a promissory note, a deed of trust and security agreement, a capitalized operating subsidy reserve agreement and any and all other documents required or deemed necessary or appropriate by the Department as security for, evidence of, or pertaining to the NPLH Loan, and all amendments thereto (collectively, the "NPLH Program Documents").

SECTION 3. That County shall be subject to the terms and conditions that are specified in the Standard Agreement; that the application in full is incorporated as part of the Standard Agreement; that any and all activities funded, information provided, and timelines represented in the application are enforceable through the Standard Agreement; and that County will use the NPLH Loan in accordance with the Guidelines, other applicable rules and laws, the NPLH Program Documents, and any and all NPLH Program requirements.

SECTION 4. That County will make mental health supportive services available to each project's NPLH tenants for at least 20 years and will coordinate the provision of or referral to other services (including, but not limited to, substance use services) in accordance with the County's relevant supportive services plan, and as specified in Section 202 of the Guidelines.

PASSED AND ADOPTED this 14th day of December, 2021, by the following vote:

AYES:

Attachment: nplh_r4_noncompetitive _county_resolution_Rancho Colus [Revision 3] (8049 : No Place Like Home Noncompetitive Resolution)

NOES:

ABSENT:

_____
Gary J. Evans, Board Chair

ATTEST: Wendy Tyler, Clerk of the Board of Supervisors

By _____
Patricia Rodriguez, Deputy

APPROVED AS TO FORM:

_____
Richard Stout, County Counsel

Attachment: nplh_r4_noncompetitive _county_resolution_Rancho Colus [Revision 3] (8049 : No Place Like Home Noncompetitive Resolution)

COUNTY OF COLUSA, CA

7.2

Request For County Board of Supervisors Action

MEETING DATE: December 14, 2021

DEPARTMENT: Behavioral Health

FROM: Jayro Pina

SUBJECT: No Place Like Home Competitive Funds Resolution

Adopt a Resolution Authorizing Participation in the No Place Like Home (NPLH) Program Competitive Allocation Project: Rancho Colus.

Detailed Description/Background of request

Resolution by Colusa County to seek $20,000,000 loan from the competitive funds available through the No Place Like Home (NPLH) Program. The competitive funds will be awarded through the State of California, Department of Housing and Community Development. All of the funding will be utilized to build Rancho Colus, a new 49-unit apartment complex in partnership with the Regional Housing Authority (RHA). 13 of the apartment units will be designated for "special needs" residents.

Competitive applications are assessed by determining what resources a county has available, resulting in grant points that are awarded toward the competitive application. The RHA already owns the land, and has contracted with the developer, the architect, and is already addressing various land use issues. These factors will increase the total score of the Colusa County application.

The application for the competitive allocation will be prepared by the Regional Housing Authority and the project developers, which will also do all project cost tracking.

Prior Board Action

MOU approved between Colusa BHS, Colusa DHHS, and Regional Housing Authority for the NPLH property development project.

Fiscal Impact/Funding Source

There is no fiscal impact at this time for this is a resolution to get approval to apply for the competitive allocation. However, BHS has already transferred $1,000,000 of MHSA-CSS funds and DHHS has transferred $200,000. If the $500,000 noncompetitive NPLH funds are awarded to BHS, a total of $1,700,000 will be allocated for the project.

Action for the Clerk

Number Resolution, obtain signatures and return Certified Copy to Jayro Pina at Behavioral Health.

ATTACHMENTS:

- nplh_r4_competitive_county_resolution_Rancho Colus (DOCX)

RESOLUTION NO. 21-

RESOLUTION OF THE BOARD OF SUPERVISORS, COUNTY OF COLUSA, STATE OF CALIFORNIA AUTHORIZING PARTICIPATION IN THE NO PLACE LIKE HOME PROGRAM COMPETITIVE ALLOCATION PROJECT: RANCHO COLUS

WHEREAS, the State of California, Department of Housing and Community Development ("Department") issued a Notice of Funding Availability for Round 4 funds dated October 29, 2021, as may be amended from time to time, ("NOFA"), under the No Place Like Home Program ("NPLH" or "Program") authorized by Government Code section 15463, Part 3.9 of Division 5 (commencing with Section 5849.1) of the Welfare and Institutions Code, and Welfare and Institutions Code section 5890;

WHEREAS, the NOFA relates to the availability of a minimum of $486 million in Competitive Allocation funds under the NPLH Program; and

WHEREAS, the County of Colusa is a County and an Applicant ("County"), as those terms are defined in the NPLH Program Guidelines, enacted in 2020 ("Guidelines").

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

SECTION 1. That County is hereby authorized and directed to apply for and if awarded, accept funds from the NPLH Program not to exceed Twenty Million Dollars ($20,000,000) ("NPLH Loan").

SECTION 2. That the County Administrative Officer is hereby authorized and directed to act on behalf of County in connection with an award of the NPLH Loan, and to enter into, execute, and deliver any and all documents required or deemed necessary or appropriate to evidence the NPLH Loan, the County's obligations related thereto, and the Department's security therefore. These documents may include, but are not limited to, a State of California Standard Agreement ("Standard Agreement"), a regulatory agreement, a promissory note, a deed of trust and security agreement, a capitalized operating subsidy reserve agreement and any and all other documents required or deemed necessary or appropriate by the Department as security for, evidence of, or pertaining to the NPLH Loan, and all amendments thereto (collectively, the "NPLH Program Documents").

SECTION 3. That County shall be subject to the terms and conditions that are specified in the Standard Agreement; that the application in full is incorporated as part of the Standard Agreement; that any and all activities funded, information provided, and timelines represented in the application are enforceable through the Standard Agreement; and that County will use the NPLH Loan in accordance with the Guidelines, other applicable rules and laws, the NPLH Program Documents, and any and all NPLH Program requirements.

SECTION 4. That County will make mental health supportive services available to each project's NPLH tenants for at least 20 years and will coordinate the provision of or referral to other services (including, but not limited to, substance use services) in accordance with the County's relevant supportive services plan, and as specified in Section 202 of the Guidelines.

PASSED AND ADOPTED this 14th day of December, 2021, by the following vote:

AYES:

NOES:

Attachment: nplh_r4_competitive_county_resolution_Rancho Colus [Revision 2] (8053 : No Place Like Home Competitive Resolution)

ABSENT:

_____
Gary J. Evans, Board Chair

ATTEST: Wendy Tyler, Clerk of the Board of Supervisors

By _____
Patricia Rodriguez, Deputy

APPROVED AS TO FORM:

_____
Richard Stout, County Counsel

Attachment: nplh_r4_competitive_county_resolution_Rancho Colus [Revision 2] (8053 : No Place Like Home Competitive Resolution)

COUNTY OF COLUSA, CA

8.1

Request For County Board of Supervisors Action

MEETING DATE: December 14, 2021

DEPARTMENT: Purchasing and Procurement

FROM: Angela Gross

SUBJECT: Purchase of Tasers for Sheriff's Office

Purchasing is requesting that the Board finds that competitive bidding is not in the County's best interest and approve purchase of 25 Axon Taser 7 models from Axon Enterprises, Inc. due to the prior purchase of Axon's body cameras compatibility and trade in discount, and authorize Purchasing Agent to issue Purchase Order.

Detailed Description/Background of request

The Sheriff's Office is requesting to update their tasers. The devices that are being used are over 10 years old, reaching end of life and are carried daily. Currently, those tasers are no longer being sold, repaired or serviced by Axon Enterprises, Inc. The tasers are a highly used tool in the field to de-escalate situations as well as provide a less lethal option for deputies.

This model (Taser 7) is an improved design, the most current taser offered by Axon and compatible with the Axon Body Cameras that were purchased in January 2020. When the taser is deployed and the safety is removed, the body cam begins recording.

Axon Enterprises, Inc. is providing the County with pricing below the League of Oregon Cities contract #PS20270 with an additional discount of $5,000. applied for the trade in of 25 outdated tasers. The total purchase cost of the 25 tasers (includes training with yearly updates) is $104,783.06. The cost is spread over five years. The expense for this fiscal year is $16,974.86. For subsequent years two through five the expense is $21,952.05/yearly.

Prior Board Action

January 2020, Approved purchase of Axon Body Cameras

Fiscal Impact/Funding Source

Budgeted (141-57034-141-0) Not to exceed $16,974.86 for FY 21/22 and $21,952.05 for years 2-5; Total expense of $104,638.06

Action for the Clerk

Please have the CAO sign the attached purchase order and return to Angela @ Purchasing.

ATTACHMENTS:

- Updated Quote Axon Enterprise Inc. (PDF)
- Sole Source_Agency-Specific CEW and Camera_ENG (DOCX)
- PO 14112142021 (XLS)

Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-339159-44529.723TC

Issued: 11/29/2021
Quote Expiration: 12/31/2021
EST Contract Start Date: 02/01/2022
Account Number: 117091
Payment Terms: N30
Delivery Method: Fedex - Ground

SHIP TO	BILL TO
Business;Delivery;Invoice-929 Bridge St 929 Bridge St Colusa, CA 95932-2837 USA	Colusa County Sheriff's Office - CA 929 Bridge St Colusa, CA 95932-2837 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Travis Cole Phone: (480) 463-2200 Email: tcole@taser.com Fax: 480-463-2200	Phone: 5304580214 Email: anavarro@countyofcolusa.com Fax: (530) 458-4697

Program Length	60 Months
TOTAL COST	$98,000.01
ESTIMATED TOTAL W/ TAX	$104,783.06

Bundle Savings	$22,159.24
Additional Savings	$10,500.00
TOTAL SAVINGS	$32,659.24

PAYMENT PLAN

PLAN NAME	INVOICE DATE	TAX AMOUNT	AMOUNT DUE
Year 1	Jan, 2022	$1,098.85	$16,974.86
Year 2	Jan, 2023	$1,421.05	$21,952.05
Year 3	Jan, 2024	$1,421.05	$21,952.05
Year 4	Jan, 2025	$1,421.05	$21,952.05
Year 5	Jan, 2026	$1,421.05	$21,952.05

Attachment: Updated Quote Axon Enterprise Inc. (8066 : Find that Competitive Bidding is not in the best

Quote Details

Bundle Summary

Item	Description	QTY
DynamicBundle	Dynamic Bundle	1
T7CertVR	2021 Taser 7 Cert Bundle W/ VR	25

Bundle: Dynamic Bundle Quantity: 1 Start: 2/1/2022 End: 1/31/2027 Total: 0 USD

Category	Item	Description	QTY	List Price	Discount	Tax	Net Price	Total(USD)
Other	20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	1	$750.00	100.00%	$0.00	$0.00	$0.00
Other	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	2	$375.00	100.00%	$0.00	$0.00	$0.00
Other	20379	VR 1-DAY SERVICE	1	$2,000.00	100.00%	$0.00	$0.00	$0.00

Bundle: 2021 Taser 7 Cert Bundle W/ VR Quantity: 25 Start: 2/1/2022 End: 1/31/2027 Total: 98000.01 USD

Category	Item	Description	QTY	List Price	Discount	Tax	Net Price	Total(USD)
Battery & Warranty Bundle	20018	TASER 7 BATTERY PACK, TACTICAL	30	$86.00	17.43%	$154.46	$71.01	$2,130.40
Holsters	20160	TASER 7 HOLSTER - SAFARILAND, RH+CART CARRIER	25	$80.00	17.43%	$119.73	$66.06	$1,651.47
Handle License	20248	TASER 7 EVIDENCE.COM LICENSE	25	$5.00	44.09%	$0.00	$2.80	$4,193.02
Dock & Warranty Bundle	74200	TASER 7 6-BAY DOCK AND CORE	1	$1,500.00	17.43%	$89.80	$1,238.60	$1,238.60
Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	75	$38.00	17.43%	$170.62	$31.38	$2,353.35
Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	75	$38.00	17.43%	$170.62	$31.38	$2,353.35
Dock Mount	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	$43.90	17.43%	$2.63	$36.25	$36.25
Admin License	20248	TASER 7 EVIDENCE.COM LICENSE	1	$5.00	17.43%	$0.00	$4.13	$247.72
Inert Cartridges	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	25	$49.00	17.43%	$73.34	$40.46	$1,011.53
Inert Cartridges	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	25	$49.00	17.43%	$73.34	$40.46	$1,011.53
Taser 7 Target	80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1	$150.00	17.43%	$8.98	$123.86	$123.86
Handle & Warranty	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY	25	$1,720.00	29.05%	$2,211.7	$1,220.27	$30,506.66

Attachment: Updated Quote Axon Enterprise Inc. (8066 : Find that Competitive Bidding is not in the best

Bundle		(GREEN LASER), CLASS 3R				3		
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50	$38.00	17.43%	$113.75	$31.38	$1,568.90
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50	$38.00	17.43%	$113.75	$31.38	$1,568.90
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50	$38.00	17.43%	$113.75	$31.38	$1,568.90
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50	$38.00	17.43%	$113.75	$31.38	$1,568.90
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50	$38.00	17.43%	$113.74	$31.38	$1,568.90
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	50	$38.00	17.43%	$113.74	$31.38	$1,568.90
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	50	$38.00	17.43%	$113.74	$31.38	$1,568.90
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	50	$38.00	17.43%	$113.74	$31.38	$1,568.90
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	50	$38.00	17.43%	$113.74	$31.38	$1,568.90
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	50	$38.00	17.43%	$113.74	$31.38	$1,568.90
Taser 7 Frame	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	1	$75.00	17.43%	$4.49	$61.93	$61.93
Dock Power Cord	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1	$10.45	17.43%	$0.63	$8.63	$8.63
Training Halt Cartridges	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	50	$38.00	17.43%	$113.74	$31.38	$1,568.90
Training Halt Cartridges	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	50	$38.00	17.43%	$113.74	$31.38	$1,568.90
Training Halt Cartridges	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	50	$38.00	17.43%	$113.74	$31.38	$1,568.90
Training Halt Cartridges	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	50	$38.00	17.43%	$113.74	$31.38	$1,568.90
Duty Cartridge Replenishment Program	20246	TASER 7 DUTY CARTRIDGE REPLACEMENT LICENSE	25	$2.50	17.43%	$224.50	$2.06	$3,096.51
VR Headset	20378	HTC SUNRISE VR HEADSET	1	$1,800.00	17.43%	$107.76	$1,486.33	$1,486.33
VR Software	20370	FULL VR TASER 7 ADD-ON USER ACCESS	25	$12.50	17.43%	$1,122.48	$10.32	$15,482.55
Other	80374	EXT WARRANTY, TASER 7 BATTERY PACK	30	$0.42	17.43%	$36.96	$0.35	$509.81
Controller Case	20188	VR CONTROLLER KIT PELICAN CASE	1	$200.00	17.43%	$11.98	$165.15	$165.15
Controller	20298	VR-ENABLED GLOCK 17 CONTROLLER	1	$750.00	17.43%	$44.90	$619.30	$619.30

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Tablet	20296	SAMSUNG S7+ TABLET FOR VR SIMULATOR	1	$1,000.00	17.43%	$59.87	$825.74	$825.74
Tablet Case	20297	SAMSUNG S7+ TABLET CASE FOR VR SIMULATOR	1	$60.00	17.43%	$3.59	$49.54	$49.54
Standoff Cartridges	22196	TASER 7 VR CARTRIDGE, STANDOFF (3.5-DEGREE)	2	$90.00	17.43%	$10.78	$74.32	$148.63
CQ Cartridges	22197	TASER 7 VR CARTRIDGE, CLOSE-QUARTERS (12-DEGREE)	2	$90.00	17.43%	$10.78	$74.32	$148.63
Other	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1	$6.25	17.43%	$18.33	$5.16	$252.88
Other	80395	EXT WARRANTY, TASER 7 HANDLE	25	$6.25	17.43%	$458.35	$5.16	$6,322.04

Hardware

Requested Ship Date	Item	Description	QTY
01/01/2022	20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	1
01/01/2022	80395	EXT WARRANTY, TASER 7 HANDLE	25
01/01/2022	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50
01/01/2022	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	25
01/01/2022	80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1
01/01/2022	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	25
01/01/2022	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	25
01/01/2022	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1
01/01/2022	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	75
01/01/2022	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	75
01/01/2022	74200	TASER 7 6-BAY DOCK AND CORE	1
01/01/2022	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1
01/01/2022	22197	TASER 7 VR CARTRIDGE, CLOSE-QUARTERS (12-DEGREE)	2
01/01/2022	22196	TASER 7 VR CARTRIDGE, STANDOFF (3.5-DEGREE)	2
01/01/2022	20297	SAMSUNG S7+ TABLET CASE FOR VR SIMULATOR	1
01/01/2022	20296	SAMSUNG S7+ TABLET FOR VR SIMULATOR	1
01/01/2022	20298	VR-ENABLED GLOCK 17 CONTROLLER	1
01/01/2022	20188	VR CONTROLLER KIT PELICAN CASE	1
01/01/2022	80374	EXT WARRANTY, TASER 7 BATTERY PACK	30
01/01/2022	20378	HTC SUNRISE VR HEADSET	1
01/01/2022	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	50
01/01/2022	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	50
01/01/2022	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1
01/01/2022	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	1
01/01/2022	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	50

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01/01/2022	20018	TASER 7 BATTERY PACK, TACTICAL	30
01/01/2022	20160	TASER 7 HOLSTER - SAFARILAND, RH+CART CARRIER	25
01/01/2023	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50
01/01/2023	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	50
01/01/2024	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	50
01/01/2024	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50
01/01/2024	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	50
01/01/2024	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	50
01/01/2025	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	50
01/01/2025	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50
01/01/2026	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50
01/01/2026	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	50

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract League of Oregon Cities (fka NPP) Contract No. PS20270 is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Attachment: Updated Quote Axon Enterprise Inc. (8066 : Find that Competitive Bidding is not in the best

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

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Exceptions to Standard Terms and Conditions

Trade in discount applied for 25 old devices at $200 per TASER for a total trade in discount of $5,000.00.

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Signature

Date Signed

11/29/2021

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11/12/2021

To: ***Colusa County - CA***

Re: Sole Source Letter for Axon Enterprise, Inc.'s TASER Energy Weapons, Axon brand products, and Axon Evidence (Evidence.com) Data Management Solutions

A sole source justification exists because the following goods and services required to satisfy the agency's needs are only manufactured and available for purchase from Axon Enterprise. Axon is also the sole distributor and retailer of all TASER brand products for the agency identified in this letter.

TASER Energy Weapon Descriptions

TASER 7 Energy Weapon

- Multiple-shot energy weapon
- High-efficiency flashlight
- Close Quarter and Standoff cartridges
- Green LASER and dual red LASERs that adjust for cartridge angle
- Arc switch enables drive-stun with or without a TASER 7 Cartridge installed
- Central Information Display (CID): Displays mission critical data such as remaining battery energy, burst time, and cartridge status.
- Weapon logs
- TASER 7 Dock connected to Axon Evidence (Evidence.com) services
- Onboard self-diagnostic and system status monitoring and reporting
- Real-time clock updated when the battery pack is plugged into the TASER 7 Dock
- Ambidextrous safety switch
- Can be configured by the agency to alert Axon camera systems
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (unless configured by the agency to stop at five seconds). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER 7 Cartridges only

TASER 7 CQ Energy Weapon

- Multiple-shot energy weapon for agencies that deploy energy weapons mostly at close quarters (CQ)
- High-efficiency flashlight
- Close Quarter cartridges
- Arc switch enables drive-stun with or without a TASER 7 Cartridge installed
- Central Information Display (CID): Displays mission critical data such as remaining battery energy, burst time, and cartridge status.
- Weapon logs
- TASER 7 Dock connected to Axon Evidence (Evidence.com) services

Attachment: Sole Source_Agency-Specific CEW and Camera_ENG (8066 : Find that Competitive Bidding is not in the best interest of the

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- Onboard self-diagnostic and system status monitoring and reporting
- Real-time clock updated when the battery pack is plugged into the TASER 7 Dock
- Ambidextrous safety switch
- Can be configured by the agency to alert Axon camera systems
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (unless configured by the agency to stop at five seconds). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with 12-degree TASER 7 Cartridges only

X2 Energy Weapon

- Multiple-shot energy weapon
- High efficiency flashlight
- Static dual LASERs (used for target acquisition)
- ARC switch enables drive-stun with or without a Smart Cartridge installed
- Central Information Display (CID): Displays mission-critical data such as remaining battery energy, burst time, operating mode, and user menu to change settings and view data on a yellow-on-black display
- The Trilogy log system records information from a variety of sensors into three data logs: Event log, Pulse log, and Engineering log. Data can be downloaded using a universal serial bus (USB) data interface module connected to a personal computer (PC). Data may be transferred to Evidence.com services.
- Real-time clock with back-up battery
- Onboard self-diagnostic and system status monitoring and reporting
- Ambidextrous safety switch
- Capable of audio/video recording with optional TASER CAM HD recorder
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (except when used with an APPM or TASER CAM HD AS). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position
- Compatible with TASER Smart Cartridges only

X26P Energy Weapon

- High efficiency flashlight
- Red LASER (used for target acquisition)
- Central Information Display (CID): Displays data such as calculated remaining energy, burst time, and notifications
- The Trilogy log system records information from a variety of sensors into three data logs: Event log, Pulse log, and Engineering log. Data can be downloaded using a universal serial bus (USB) data interface module connected to a personal computer (PC). Data may be transferred to Evidence.com services.
- Real-time clock with back-up battery
- Onboard self-diagnostic and system status monitoring and reporting
- Ambidextrous safety switch
- Capable of audio/video recording with optional TASER CAM HD recorder
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (except when used with

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an APPM or TASER CAM HD AS). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER standard series cartridges

Axon Signal Performance Power Magazine (SPPM)
- Battery pack for the X2 and X26P conducted energy weapons
- Shifting the safety switch from the down (SAFE) to the up (ARMED) positions sends a signal from the SPPM. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode. Axon Signal technology only works with Axon cameras.

TASER Brand Energy Weapon Model Numbers

1. Energy Weapons:
   - TASER 7 Models: 20008, 20009, 20010, and 20011
   - TASER 7 CQ Models 20213, 20214
   - TASER X2 Models: 22002 and 22003
   - TASER X26P Models: 11002 and 11003

2. Optional Extended Warranties for Energy Weapons:
   - TASER 7 – 4-year extended warranty, item number 20040
   - X2 – 4-year extended warranty, item number 22014
   - X26P – 2-year extended warranty, item number 11008
   - X26P – 4-year extended warranty, item number 11004

3. TASER 7 Cartridges (compatible with the TASER 7; required for this Energy Weapon to function in the probe deployment mode)
   - Standoff cartridge, 3.5 degrees, Model 20012
   - Close Quarter cartridge, 12 degrees, Model 20013

4. TASER standard cartridges (compatible with the X26P; required for this Energy Weapon to function in the probe deployment mode):
   - 15-foot Model: 22188
   - 21-foot Model: 22189
   - 21-foot non-conductive Model: 44205
   - 25-foot Model: 22190

5. TASER Smart cartridges (compatible with the X2; required for this Energy Weapon to function in the probe deployment mode):
   - 15-foot Model: 22184
   - 25-foot Model: 22185
   - 25-foot inert simulation Model: 22155
   - 25-foot non-conductive Model: 22157

6. TASER CAM HD recorder Model: 26810 (full HD video and audio) and TASER CAM HD with AS (automatic shut-down feature) Model: 26820. The TASER CAM HD is compatible with both the X26P and X2 energy weapons.
   - TASER CAM HD replacement battery Model: 26764
   - TASER CAM HD Download Kit Model: 26762

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- TASER CAM HD optional 4-year extended warranty, item number 26763

7. Power Modules (Battery Packs) for TASER 7 Energy Weapons:
   - Tactical battery pack Model 22018
   - Compact battery pack Model 22019
   - Non-Rechargeable battery pack Model 22020
   - Disconnect battery pack Model 20027

8. Battery Packs for X26P and X2 Energy Weapons:
   - Performance Power Magazine (PPM) Model: 22010
   - Tactical Performance Power Magazine (TPPM) Model: 22012
   - Automatic Shut-Down Performance Power Magazine (APPM) Model: 22011
   - eXtended Performance Power Magazine (XPPM) Model: 11010
   - eXtended Automatic Shut-Down Performance Power Magazine (XAPPM) Model: 11015
   - Axon Signal Performance Power Magazine (SPPM) Model: 70116

9. TASER 7 Dock:
   - TASER 7 Dock Core and Multi-bay Module: 74200

10. TASER Dataport Download Kits:
    - Dataport Download Kit for the X2 and X26P Model: 22013

11. TASER Blast Door Repair Kit Model 44019 and TASER Blast Door Replenishment Kit Model 44023

12. Energy Weapon Holsters:
    - Right-hand TASER 7 holster by Safariland Model: 20063
    - Left-hand TASER 7 holster by Safariland Model: 20068
    - Right-hand TASER 7 holster with cartridge carrier by Safariland Model: 20160
    - Left-hand TASER 7 holster by with cartridge carrier by Safariland Model: 20161
    - Right-hand X2 holster by BLACKHAWK Model: 22501
    - Left-hand X2 holster by BLACKHAWK Model: 22504
    - Right-hand X26P holster by BLACKHAWK Model: 11501
    - Left-hand X26P holster by BLACKHAWK Model: 11504

13. TASER Simulation Suit II Model 44550

14. TASER 7 conductive target Model: 80087

15. Blue X26P Demonstrator/LASER Pointer Model: 11023

Axon Digital Evidence Solution Description

Axon Body 3 Video Camera (DVR)

- Improved video quality with reduced motion blur and better low-light performance
- Multi-mic audio—four built-in microphones
- Wireless upload option
- Gunshot detection and alerts

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- Streaming audio and video capability
- “Find my camera” feature
- Verbal transcription with Axon Records (coming soon)
- End-to-end encryption
- Twelve-hour battery
- Up to 120-second buffering period to record footage before pressing record button

Axon Flex 2 Video Camera

- Video playback on mobile devices in the field via Bluetooth pairing
- Retina Low Light capability sensitive to less than 0.1 lux
- Audio tones to alert user of usage
- Low SD, high SD, low HD, and high HD resolution (customizable by the agency)
- Up to 120-second buffering period to record footage before pressing record button
- Multiple mounting options using magnetic attachment: head, collar, shoulder, helmet, ball cap, car dash, and Oakley sunglass mounts available
- 120-degree diagonal field of view camera lens, 102-degree horizontal field of view, and 55-degree vertical field of view

Axon Flex 2 Controller

- 12+ hours of battery operation per shift (even in recording mode)
- LED lights to show current battery level and operating mode
- Haptic notification available
- Tactical beveled button design for use in pocket
- Compatible with Axon Signal technology

Axon Air System

- Purpose-built solution for law enforcement UAV programs
- Supported applications on iOS and Android
- Automated tracking of pilot, aircraft, and flight logs
- Unlimited Storage of UAV data in Axon Evidence (Evidence.com)
- In application ingestion of data in Axon Evidence (Evidence.com)
- Axon Aware integration for live streaming and situational awareness

Axon Body 2 Video Camera

- Video playback on mobile devices in the field via Bluetooth pairing
- Retina Low Light capability sensitive to less than 1 lux
- Audio tones and haptic (vibration) notification to alert user of usage
- Audio mute during event option
- Wi-Fi capability
- High, medium, and low quality recording available (customizable by the agency)
- Up to 2-minute buffering period to record footage before pressing record button
- Multiple mounting options using holster attachment: shirt, vest, belt, and dash mounts available
- 12+ hours of battery operation per shift (even in recording mode)
- LED lights to show current battery level and operating mode
- 143-degree lens
- Includes Axon Signal technology

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Axon Fleet 2 Camera

- Fully integrated with Axon Evidence services and Axon devices
- Automatic time synchronization with other Axon Fleet and Axon on-officer cameras allows for multi-camera playback on Axon Evidence.
- Immediate upload to Axon Evidence of critical event videos via 4G/LTE
- Wireless alerts from the TASER energy weapon Signal Performance Power Magazine (SPPM).
- Automatic transition from BUFFERING to EVENT mode in an emergency vehicle equipped with the Axon Signal Unit
- Decentralized system architecture without a central digital video recorder (DVR).
- Cameras that function independently and communicate wirelessly with the computer in the vehicle (MDT, MDC, MDU) for reviewing, tagging and uploading video.
- Wireless record alert based on Bluetooth communication from Axon Signal Vehicle when a configured input is enabled (e.g. emergency light, siren, weapon rack, etc.).
- Receives alerts from Axon Signal Sidearm.
- Plug-And-Play design allowing for cameras to be easily replaced and upgraded.
- Ability for an unlimited number of agency vehicles recording in the same vicinity with an Axon Fleet system to be automatically associated with one another when reviewing video in the video management platform. This feature is also supported across body cameras.

Axon Signal Unit (ASU)

- Communications device that can be installed in emergency vehicles.
- With emergency vehicle light bar activation, or other activation triggers, the Axon Signal Unit sends a signal. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode.

Axon Signal Performance Power Magazine (SPPM)

- Battery pack for the TASER X2 and X26P conducted electrical weapons
- Shifting the safety switch from the down (SAFE) to the up (ARMED) positions sends a signal from the SPPM. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode. Axon Signal technology only works with Axon cameras.

Axon Signal Sidearm Sensor

- Can be installed on common duty holsters
- Drawing a service handgun from the holster sends a signal from the Axon Signal Sidearm sensor. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode.

Axon Interview Solution

- High-definition cameras and microphones for interview rooms
- Covert or overt camera installations
- Touch-screen user interface
- Motion-based activation
- Up to 7-minute pre- and post-event buffering period
- Full hardware and software integration
- Upload to Axon Evidence services
- Interview room files can be managed under the same case umbrella as files from

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Axon on-officer cameras and Axon Fleet cameras; i.e., Axon video of an arrest and interview room video are managed as part of the same case in Axon Evidence
- Dual integration of on-officer camera and interview room camera with Axon Evidence digital evidence solution

Axon Signal Technology
- Sends a broadcast of status that compatible devices recognize when certain status changes are detected
- Only compatible with TASER and Axon products

Axon Dock
- Automated docking station uploads to Axon Evidence services through Internet connection
- No computer necessary for secure upload to Axon Evidence
- Charges and uploads simultaneously
- The Axon Dock is tested and certified by TUV Rheinland to be in compliance with UL 60950-1: 2007 R10.14 and CAN/ CSA-C22.2 N0.60950-l-07+Al:2011+A2:2014 Information Technology Equipment safety standards.

Axon Evidence Data Management System
- Software as a Service (SaaS) delivery model that allows agencies to manage and share digital evidence without local storage infrastructure or software needed
- SaaS model reduces security and administration by local IT staff: no local installation required
- Automatic, timely security upgrades and enhancements deployed to application without the need for any local IT staff involvement
- Securely share digital evidence with other agencies or prosecutors without creating copies or requiring the data to leave your agency's domain of control
- Controlled access to evidence based on pre-defined roles and permissions and pre-defined individuals
- Password authentication includes customizable security parameters: customizable password complexity, IP-based access restrictions, and multi-factor authentication support
- Automated category-based evidence retention policies assists with efficient database management
- Ability to recover deleted evidence within seven days of deletion
- Stores and supports all major digital file types: .mpeg, .doc, .pdf, .jpeg, etc.
- Requires NO proprietary file formats
- Ability to upload files directly from the computer to Axon Evidence via an Internet browser
- Data Security: Robust Transport Layer Security (TLS) implementation for data in transit and 256-bit AES encryption for data in storage
- Security Testing: Independent security firms perform in-depth security and penetration testing
- Reliability: Fault- and disaster-tolerant infrastructure in at least 4 redundant data centers in both the East and West regions of the United States
- Chain-of-Custody: Audit logs automatically track all system and user activity. These logs cannot be edited or deleted, even by account administrators and IT staff
- Protection: With no on-site application, critical evidence stored in Axon Evidence is

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protected from local malware that may penetrate agency infrastructure
- Stability: Axon Enterprise is a publicly traded company with stable finances and funding, reducing concerns of loss of application support or commercial viability
- Application and data protected by a CJIS and ISO 27001 compliant information security program
- Dedicated information security department that protects Axon Evidence and data with security monitoring, centralized event log analysis and correlation, advanced threat and intrusion protection, and incident response capabilities
- Redact videos easily within the system, create tags, markers and clips, search 7 fields in addition to 5 category-based fields, create cases for multiple evidence files

Axon Evidence for Prosecutors
- All the benefits of the standard Axon Evidence services
- Ability to share information during the discovery process
- Standard licenses available for free to prosecutors working with agencies already using Axon Evidence services
- Unlimited storage for data collected by Axon cameras and Axon Capture

Axon Capture Application
- Free app for iOS and Android mobile devices
- Allows users to capture videos, audio recordings, and photos and upload these files to their Axon Evidence account from the field
- Allows adding metadata to these files, such as: Category, Title, Case ID, and GPS data

Axon Commander Services
- On-premises data management platform
- Chain of custody reports with extensive audit trail
- Automated workflows, access control, storage, and retention
- Compatible with multiple file formats

Axon View Application
- Free app for iOS and Android mobile devices
- Allows user to view the camera feed from a paired Axon Body, Axon Body 2, Axon Flex, or Axon Flex 2 camera in real-time
- Allows for playback of videos stored on a paired Axon Body, Axon Body 2, Axon Flex, or Axon Flex 2 system
- Allows adding meta-data to videos, such as: Category, Title, Case ID, and GPS data

Axon Records
- Continuously improving automated report writing by leveraging AI and ML on officer recorded video, photo, and audio from BWC, In-Car, Mobile App (Axon Capture), or other digital media
- Collaborative report writing through instantly synced workspaces allowing officers to delegate information gathering on scene
- Instant access to records allowing detectives to begin their investigation and records clerks to update information exchanges on things like missing people or stolen property as soon as possible
- Complete leveraging of Axon Evidence sharing to allow fast, efficient, digital, and

Attachment: Sole Source_Agency-Specific CEW and Camera_ENG (8066 : Find that Competitive Bidding is not in the best interest of the

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secure sharing of records and cases to DAs and Prosecutors
- Robust API and SDK allows data to be easily ingested and pushed out to other systems—preventing data silos
- Deep integration with Axon Evidence putting video at the heart of the record and automating the process of tagging and categorizing digital evidence stored in Axon Evidence
- Automatic association of digital evidence to the record and incident through Axon Evidence integration
- In context search of master indexes (people, vehicles, locations, charges)—promoting efficient report writing through prefilling of existing data which promotes clean and deduped data in the system
- Quick views for users to track calls for service and reports in draft, ready for review, kicked back for further information, or submitted to Records for archiving.
- Federal and State IBRS fields are captured and validated—ensuring the officer knows what fields to fill and what information needs to be captured
- Intuitive validation ensures officers know what information to submit without being burdened by understanding the mapping of NIBRS to state or local crime codes
- Ability to create custom forms and add custom fields to incident reports—allowing your agency to gather the information you find valuable
- Software as a Service (SaaS) delivery model that allows agencies to write, manage, and share digital incident reports without local storage infrastructure or software needed
- SaaS model reduces security and administration by local IT staff: no local installation required
- Automatic, timely security upgrades and enhancements deployed to application without the need for any local IT staff involvement
- Securely share records and cases with other agencies or prosecutors without creating copies or requiring the data to leave your agency's domain of control
- Controlled access based on pre-defined users, groups, and permissions
- Password authentication includes customizable security parameters: customizable password complexity, IP-based access restrictions, and multi-factor authentication support
- Security Testing: Independent security firms perform in-depth security and penetration testing
- Reliability: Fault- and disaster-tolerant infrastructure in at least 4 redundant data centers in both the East and West regions of the United States
- Chain-of-Custody: Audit logs automatically track all system and user activity. These logs cannot be edited or deleted, even by account administrators and IT staff

Axon Standards
- Internal affairs and professional standards reporting
- Customizable information display, including custom forms
- Customizable workflows and user groups
- Automated alerts
- Compatible with digital documents, photos, and videos
- Connection with Transcription (beta)
- Shared Index with evidence.com and Records
- Data Warehouse allowing custom summary reports and integration into 3rd party

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analytic tools.
- Workflow analytics to provide SLA on throughputs
- Integration with the TASER 7 energy weapon for automatically pulling firing logs (alpha)
- Available as an option for Axon Records
- Automatically bundled with Officer Safety Plan 7+

Axon Professional Services
- Dedicated implementation team
- Project management and deployment best practices aid
- Training and train-the-trainer sessions
- Integration services with other systems

Axon Support Engineer:
- Dedicated Axon Regional/Resident Support Engineer Services
- Quarterly onsite visits
- Solution and Process Guidance custom to your agency
- White-Glove RMA and TAP (if applicable) Service for devices
- Monthly Product Usage Analysis
- Resident Support Engineer also includes onsite product maintenance, troubleshooting, and beta testing assistance

Axon Customer Support
- Online and email-based support available 24/7
- Human phone-based support available Monday–Friday 7:00 AM–5:00 PM MST; support is located in Scottsdale, AZ, USA
- Library of webinars available 24/7
- Remote-location troubleshooting

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Axon Brand Model Numbers

1. Axon Body 3 Camera Model: 73202
2. Axon Flex 2 Cameras:
   - Axon Flex 2 Camera (online) Model: 11528
   - Axon Flex 2 Camera (offline) Model: 11529
3. Axon Flex 2 Controller Model: 11532
4. Axon Flex 2 USB Sync Cable Model: 11534
5. Axon Flex 2 Coiled Cable, Straight to Right Angle, 48″ (1.2 m)
6. Axon Flex 2 Camera Mounts:

Attachment: Sole Source_Agency-Specific CEW and Camera_ENG (8066 : Find that Competitive Bidding is not in the best interest of the

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- Oakley Flak Jacket Kit Model: 11544
- Collar Mount Model: 11545
- Oakley Clip Model: 11554
- Epaulette Mount Model: 11546
- Ballcap Mount Model: 11547
- Ballistic Vest Mount Model: 11555

7. Universal Helmet Mount Model: 11548

8. Axon Air System with Axon Evidence (Evidence.com) 5-Year License Model: 12332

9. Axon Body 2 Camera Model: 74001

10. Axon Flex 2 Controller and Axon Body 2 Camera Mounts:
    - Z-Bracket, Men's, Axon RapidLock Model: 74018
    - Z-Bracket, Women's Axon RapidLock Model: 74019
    - Magnet, Flexible, Axon RapidLock Model: 74020
    - Magnet, Outerwear, Axon RapidLock Model: 74021
    - Small Pocket, 4″ (10.1 cm), Axon RapidLock Model: 74022
    - Large Pocket, 6″ (15.2 cm), Axon RapidLock Model: 74023
    - MOLLE Mount, Single, Axon RapidLock Model: 11507
    - MOLLE Mount, Double, Axon RapidLock Model: 11508
    - Belt Clip Mount, Axon RapidLock Model: 11509

11. Axon Fleet Camera
    - Axon Fleet 2 Front Camera: 71079
    - Axon Fleet 2 Front Camera Mount: 71080
    - Axon Fleet 2 Rear Camera: 71081
    - Axon Fleet 2 Rear Camera Controller: 71082
    - Axon Fleet 2 Rear Camera Controller Mount: 71083
    - Axon Fleet Battery System: 74024
    - Axon Fleet Bluetooth Dongle: 74027

12. Axon Signal Unit Model: 70112

13. Axon Dock Models:
    - Axon Dock – Individual Bay and Core for Axon Flex 2
    - Axon Dock – 6-Bay and Core for Axon Flex 2
    - Individual Bay for Axon Flex 2 Model: 11538
    - Core (compatible with all Individual Bays and 6-Bays) Model: 70027
    - Wall Mount Bracket Assembly for Axon Dock: 70033
    - Axon Dock – Individual Bay and Core for Axon Body 2 and Axon Fleet Model 74009
    - Axon Dock – 6-Bay and Core for Axon Body 2 and Axon Fleet Model 74008
    - Individual Bay for Axon Body 2 and Axon Fleet Model: 74011
    - Axon Signal Performance Power Magazine (SPPM) Model: 70116

Attachment: Sole Source_Agency-Specific CEW and Camera_ENG (8066 : Find that Competitive Bidding is not in the best interest of the

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Axon Brand Model Numbers

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2. Axon Flex 2 Cameras:
   - Axon Flex 2 Camera (online) Model: 11528
   - Axon Flex 2 Camera (offline) Model: 11529
3. Axon Flex 2 Controller Model: 11532
4. Axon Flex 2 USB Sync Cable Model: 11534
5. Axon Flex 2 Coiled Cable, Straight to Right Angle, 48″ (1.2 m)
6. Axon Flex 2 Camera Mounts:
   - Oakley Flak Jacket Kit Model: 11544
   - Collar Mount Model: 11545
   - Oakley Clip Model: 11554
   - Epaulette Mount Model: 11546
   - Ballcap Mount Model: 11547
   - Ballistic Vest Mount Model: 11555
   - Universal Helmet Mount Model: 11548
7. Axon Body 2 Camera Model: 74001
8. Axon Body 2 Camera Mounts:
   - Axon RapidLock Velcro Mount Model: 74054
9. Axon Flex 2 Controller and Axon Body 2 Camera Mounts:
   - Z-Bracket, Men’s, Axon RapidLock Model: 74018
   - Z-Bracket, Women’s Axon RapidLock Model: 74019
   - Magnet, Flexible, Axon RapidLock Model: 74020
   - Magnet, Outerwear, Axon RapidLock Model: 74021
   - Small Pocket, 4″ (10.1 cm), Axon RapidLock Model: 74022
   - Large Pocket, 6″ (15.2 cm), Axon RapidLock Model: 74023
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   - MOLLE Mount, Double, Axon RapidLock Model: 11508
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    - Axon Fleet 2 Rear Camera: 71081

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Attachment: Sole Source_Agency-Specific CEW and Camera_ENG (8066 : Find that Competitive Bidding is not in the best interest of the

- Axon Fleet 2 Rear Camera Controller: 71082
- Axon Fleet 2 Rear Camera Controller Mount: 71083
- Axon Fleet Battery System: 74024
- Axon Fleet Bluetooth Dongle: 74027

12. Axon Signal Unit Model: 70112

13. Axon Dock Models:
    - Axon Dock – Individual Bay and Core for Axon Flex 2
    - Axon Dock – 6-Bay and Core for Axon Flex 2
    - Individual Bay for Axon Flex 2 Model: 11538
    - Core (compatible with all Individual Bays and 6-Bays) Model: 70027
    - Wall Mount Bracket Assembly for Axon Dock: 70033
    - Axon Dock – Individual Bay and Core for Axon Body 2 and Axon Fleet Model 74009
    - Axon Dock – 6-Bay and Core for Axon Body 2 and Axon Fleet Model 74008
    - Individual Bay for Axon Body 2 and Axon Fleet Model: 74011

Axon Product Packages

1. **Officer Safety Plan:** includes an X2 or X26P energy weapon, Axon camera and Dock upgrade, and Axon Evidence (Evidence.com) license and storage. See your Sales Representative for further details and Model numbers.

2. **Officer Safety Plan 7**Includes a TASER 7 energy weapon, Axon Body 3 camera, Axon Dock, Axon Camera and Dock upgrade, Axon Evidence (Evidence.com) licenses and storage, and Axon Aware, and Axon Records Core.

3. **Officer Safety Plan 7 Plus**: Includes a TASER 7 energy weapon, Axon Body 3 camera, Axon Evidence (Evidence.com) licenses and storage, Axon Records Core, Axon Aware +, Axon Auto-Tagging Services, Axon Performance, Axon Citizen for Communities, Axon Redaction Assistant, and Axon Signal Sidearm.

4. **TASER 7 Certification:** Pays for TASER 7 program in installments over 5 years including access to Evidence.com for energy weapon program management, annual training cartridges, unlimited duty cartridges and online training content.

5. **TASER Certification Add-On:** Allows the agency to pay an annual fee to receive an annual allotment of training cartridges, unlimited duty cartridges and online training content.

6. **TASER 7 Certification with Virtual Reality (VR):** Pays for the TASER 7 program in installments over 5 years including access to Evidence.com for energy weapon program management, annual training cartridges, unlimited duty cartridges, online training content, and VR training.

7. **TASER Assurance Plan (TAP):** Hardware extended warranty coverage, Spare Products, and Upgrade Models available for the X2 and X26P energy weapons, and the TASER CAM HD recorder. (The TAP is available only through Axon Enterprise, Inc.)

8. **TASER 60:** Pay for X2 and X26P energy weapons and Spare Products in installments

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over 5 years.

9. **Unlimited Cartridge Plan:** Allows agency to pay an annual fee to receive annual training cartridges, unlimited duty cartridges and unlimited batteries for the X2 and X26P.

10. **TASER 60 Unlimited:** Pay for X2 and X26P energy weapons and Spare Products in installments over 5 years and receive unlimited cartridges and batteries.

11. **TASER 7 Close Quarters Dock Plan:** Pays for TASER 7 Close Quarters Plan over a 5-year period in installments including access to Evidence.com for energy weapon program management, rechargeable batteries, annual cartridge shipments, unlimited duty cartridges, and access to online training.

SOLE AUTHORIZED DISTRIBUTOR FOR AXON BRAND CAMERAS AND TASER BRAND ENERGY WEAPON PRODUCTS	SOLE AUTHORIZED REPAIR FACILITY FOR AXON BRAND CAMERAS AND TASER BRAND ENERGY WEAPON PRODUCTS
Axon Enterprise, Inc. **17800 N. 85th Street, Scottsdale, AZ 85255** **Phone: 800-978-2737** **Fax: 480-991-0791**	**Axon Enterprise, Inc.** **17800 N. 85th Street, Scottsdale, AZ 85255** **Phone: 800-978-2737** **Fax: 480-991-0791**

Please contact your local Axon sales representative or call us at 1-800-978-2737 with any questions.

Sincerely,

Josh Isner
Chief Revenue Officer
Axon Enterprise, Inc.

Android is a trademark of Google, Inc, BLACKHAWK! is a trademark of the Blackhawk Products Group, Bluetooth is a trademark of the Bluetooth SIG, Flak Jacket is a trademark of Oakley, Inc, iPod touch is a trademark of Apple Inc., IOS is a trademark of Cisco, LTE is a trademark of the European Telecommunications Standards Institute, Safariland is a trademark of Safariland, LLC, Shoei is a trademark of Shoei Co., Ltd., VELCRO is a trademark of Velcro Industries, B.V., and Wi-Fi is a trademark of the Wi-Fi Alliance.

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Attachment: Sole Source_Agency-Specific CEW and Camera_ENG (8066 : Find that Competitive Bidding is not in the best interest of the

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

Purchase Order No.
14112142021

PURCHASE ORDER

VENDOR	Axon Enterprises, Inc.
NAME	Travis Cole
ADDRESS	17800 N 85th St.
	Scottsdale, AZ 85255
PHONE	480.463.2200 FAX

REQUISITIONER ADDRESS	
NAME	Colusa County Purchasing
ADDRESS	547 Market St. Ste. 110 Colusa, CA 95932
PHONE	530.458.0437
DELIVERY ADDRESS	
NAME	**Colusa County Sheriff's Office**
Contact	**Arnold Navarro**
Address	**929 Bridge St., Colusa, CA 95932**
PHONE	**530.458.0200 FAX**

P.O. DATE	REQUISITIONER		SHIP VIA	TERMS
12/14/2021	Angela Gross			30 Days

QTY	UNITS	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL
			Please see the attached Quote - Year 1		16,974.86

SUBTOTAL	16,974.86
CA Sales Tax 7.25%	included
Shipping/Install	
E-Waste Fee	
TOTAL	16,974.86

BASED ON ATTACHED QUOTE
Q-339159-44501.842TC

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

Attachment: PO 14112142021 (8066 : Find that Competitive Bidding is not in the best interest of the County for this Taser Purchse)

COUNTY OF COLUSA, CA

9.1

Request For County Board of Supervisors Action

MEETING DATE: **December 14, 2021**

DEPARTMENT: **County Administrative Office**

FROM: **Kaline Moore**

SUBJECT: **Revenue and Appropriations Inter-Budget Adjustments FY21/22**

Approve FY 21/22 Revenue and Appropriations Inter-Budget Adjustments No. 009. **(4/5 vote required)**

Detailed Description/Background of request

Increase/Decrease Revenue and Appropriations to recognize additional revenues received; use fund balances to cover unanticipated expenditures and/or reallocate expenditures. Department Heads and/or their fiscal staff will be present to address any adjustments that the Board may have questions about.

See Budget Adjustment ledger below for summary details or IB009 form for full details.

District Attorney	001	516	48030	1,812.00	IB-009
D.A. Forfeiture Fund	119	59452	119	1,812.00	
District Attorney	001	516	57008	1,812.00	

Prior Board Action

None

Fiscal Impact/Funding Source

See detailed report on the attached adjustment forms

Action for the Clerk

None

ATTACHMENTS:

- IB-009 516_119 Inter-Budget FY21-22 Adj for desk (PDF)

Colusa County Board of Supervisors **Agenda Request**

INTER-BUDGET ADJUSTMENT

REQUEST FOR APPROPRIATION OR TRANSFER OF FUNDS

Department Name: District Attorney

Submitted By: Devin Kelley

Digitally signed by Devin Kelley
Date: 2021.11.22 16:26:40 -08'00'

Explanation: Increase Transfers Out using Fund Balance from the DA Forfeiture Fund. Utilize these Funds to purchase a desk out of the General Fund - DA Fixed Asset account.

TO INCREASE (DECREASE) REVENUE

FUND NUMBER	OBJECT CODE	DEPT NUMBER	ACCOUNT NAME	CURRENT AMT. BUDGETED	REVISED AMT. BUDGETED	ADJUSTMENT AMOUNT
						$ 0.00
001	48030	516	Transfers In	$ 13,600.00	$ 15,412.00	$ 1,812.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
					Total	$ 1,812.00

TO INCREASE (DECREASE) APPROPRIATIONS

FUND NUMBER	OBJECT CODE	DEPT NUMBER	ACCOUNT NAME	CURRENT AMT. BUDGETED	REVISED AMT. BUDGETED	ADJUSTMENT AMOUNT
119	59452	119	Transfers Out	$ 0.00	$ 1,812.00	$ 1,812.00
001	57008	516	Desk < $5,000	$ 1,647.00	$ 3,459.00	$ 1,812.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
					Total	$ 3,624.00

Fiscal Year: 21-22

Board Date: 12/14/2021

Inter-Budget Log #: IB- 009

OpenGov Amendment #:

Attachment: IB-009 516_119 Inter-Budget FY21-22 Adj for desk (8069 : FY21/22 Inter-Budget IB-009)

COUNTY OF COLUSA, CA

9.2

Request For County Board of Supervisors Action

MEETING DATE: December 14, 2021

DEPARTMENT: County Administrative Office

FROM: Wendy Tyler

SUBJECT: Approve Colusa County Communications Policy

Adopt Policy No. 108; Colusa County Communications Policy.

Detailed Description/Background of request

Staff has been working with our communications consultant to develop a Strategic Communications Plan. To be clear, this Plan does not replace any existing emergency communications plans, such as the Colusa Operational Area Tactical Interoperable Communication Plan. The Plan before you today is intended to set the parameters for ongoing communications regarding county business, and is intended to complement or enhance any emergency communication taking place.

The Strategic Communications Plan will be used to improve communication within the organization, as well as with our constituency. It contains processes for communication approval, seeks consistency in messaging format, and places an emphasis on collaborative and proactive messaging.

Select components of the Plan have been utilized by a few departments over the past year, however the Board has not had the opportunity to review the Plan and provide consent to it's full implementation.

Prior Board Action

Approved contract with Caporusso Communications for Public Information Services in January 2021.

Fiscal Impact/Funding Source

The Plan as crafted does call for some regularly scheduled meetings, in which the cost of staff time cannot be determined at this time. Caporusso Communications is currently under contract with the County for a monthly retainer of $3750 to assist in our communications efforts. The work contemplated under this Plan is included under the retainer.

Action for the Clerk

Number and distribute policy.

ATTACHMENTS:

- 12-14-21 BOS meeting - Policy No 108 Strategic Communication Plan (DOCX)

Colusa County
Communications Plan

Overview

Colusa County represents more than 21,000 residents within a radius of more than 1,100 square miles. The county's mission is to provide responsive, quality governmental services in a fiscally responsible manner; while striving to preserve its agricultural heritage, promote economic development, and support the interests of its communities.

This strategic communications plan outlines recommendations and tactics to support the execution of that mission through public information, outreach, and education on behalf of Colusa County.

The objective of the plan is:

- To improve and enhance internal communications, external communications, and community engagement within Colusa County.
- To empower the County Administrative Officer (CAO) and county leaders to plan strategically, react with efficiency, and protect the county's brand.
- To share and amplify the good work that the county is providing to the community.

The goals of the plan include:

- Building trust, authority, and leadership with the community, local media, stakeholders, and partners through transparent and consistent communication.
- Developing protocols and processes for unified external communications across all departments.
- Expanding collaboration between county partners, leaders, and stakeholders to amplify messaging, and build community.
- Developing a proactive, planned out editorial calendar to position the county as a reliable, reputable messenger.
- Developing and adopting a countywide social media policy.
- Providing media training and ongoing strategic media consulting to CAO in role as County Spokesperson.

Attachment: 12-14-21 BOS meeting - Policy No 108 Strategic Communication Plan (7032 : County Communications Policy)

Proposed Tactics

Internal Collaboration and Coordination

- **Organizational Communications Audit**

Meet with willing Department Heads, County Supervisors, and CAO to conduct initial communications audit. Review existing process for external communications, and identify opportunities for collaboration, template development, consistency improvements.

- **Monthly Executive Meetings**

Meet with CAO each month to identify upcoming challenges and public information opportunities, discuss overall editorial calendar, and review newsletter content.

- **Quarterly Communications Roundtable**

Work with willing Department Heads to identify a representative from each Department to voluntarily serve as the communications liaison for each Department. This communications liaison would be asked to join informal quarterly communications roundtable meetings to provide department updates, and bring forward items and/or events of potential public interest. The content discussed and provided at these meetings will be utilized in the specific tactics of the external communications plan.

- **Standardized Materials**

Following collateral audit, develop standardized templates for external communications (letterhead, press releases, news alerts, etc.) to display a consistent brand.

- **Media Training and Response Protocol**

Provide media training materials and contract with professional media trainer to facilitate hands-on workshop to empower county leadership to serve in a spokesperson capacity for the county. Work with CAO to develop a standard protocol for responding to media inquiries, and develop messaging and/or talking points for CAO use.

Attachment: 12-14-21 BOS meeting - Policy No 108 Strategic Communication Plan (7032 : County Communications Policy)

External Communications

- **Media Relations**

Regular, ongoing, and communication with local media is key to amplifying county messaging, and maintaining

- Media Database
  - Develop, maintain, and update a media database encompassing appropriate contacts across the North State. In addition, a Sacramento-focused database should be developed for state-centered issues, and Board advocacy efforts.
  - An internal contact sheet of county contacts should be developed and displayed in an appropriate fashion on the website. County contacts should work with CAO designee on responding to all media inquiries, and CAO should be informed of all external media relations efforts.

- Press Releases
  - Press releases should be standardized across all county departments, and reviewed and approved by CAO designee and County Counsel (if appropriate) prior to distribution. Press releases should live on county website, and be posted to homepage when appropriate, or rise to the level of urgency.

- News Briefs
  - News briefs should be issued for public interest items that arise unexpectedly, or require urgent attention. These briefs should be succinct, and distributed to appropriate media contacts, posted to county website, and shared on county social platforms.

- Statements/Quotes
  - Statements from county leadership should be formatted and distributed to appropriate media contacts through the CAO designee. All statements should be reviewed and approved by CAO and County Counsel (if appropriate) prior to distribution.

Media Alerts
  - Media alerts should be used to inform media contacts of an upcoming event or media opportunity.

Attachment: 12-14-21 BOS meeting - Policy No 108 Strategic Communication Plan (7032 : County Communications Policy)

- **Community Newsletter: The Colusa County Courier**

Develop and distribute recurring electronic newsletter highlighting county programs, successes, events, and Board activity (Resolutions, Proclamations, etc.). The newsletter will also be available as a downloadable PDF, providing Agencies and Departments the ability to have printed copies on display.

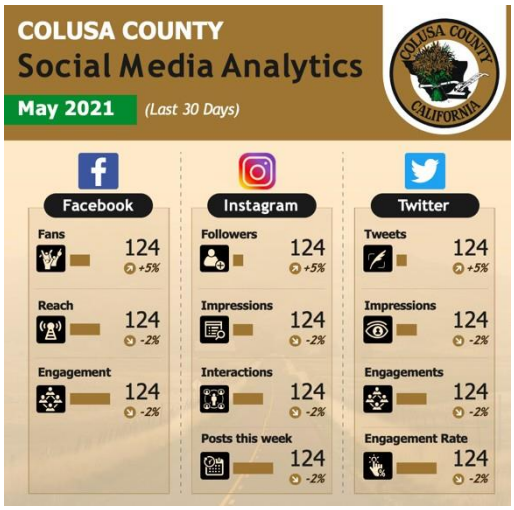
Information for the newsletter can be obtained through Board of Supervisors meetings, monthly communications roundtables, monthly meetings with CAO, and Executive Leadership Roundtables (outlined later in plan). In addition, Department Heads are requested to share specific items of interest and content with CAO designee for consideration. The CAO will review all content and approve final products.



- Potential Content
  - Countywide News Items
  - Family Business: Kudos Awards, New Hires, Retirements, Work With Us, etc.
  - Recognition
  - Proclamations
  - Department Introductions
  - Distributed on a recurring, consistent schedule

Attachment: 12-14-21 BOS meeting - Policy No 108 Strategic Communication Plan (7032 : County Communications Policy)

- **Social Media**



Official platforms for Facebook, Instagram, and Twitter have been established for Colusa County. Facebook and Instagram have both received official verification.

Various departments also host and manage individual social platforms (mostly Facebook). While individual post content does not need to be reviewed and approved by CAO designee or others, county employees are expected to utilize social media best practices when posting public content.

Attachment: 12-14-21 BOS meeting - Policy No 108 Strategic Communication Plan (7032 : County Communications Policy)

- Best Practices
  - Could this information be viewed as an improper use of county resources?
  - Is this information controversial, or likely to cause heated debate in the comments?
  - If this information is about an individual or entity, are they aware and have they signed off on its publication?
  - Is this information going to raise questions or concerns? Can these questions or concerns be addressed in the initial post? Have answers been developed to address any inquiries?

- Social Media Policy

Work with County Counsel to develop and provide a clear, concise social media policy for CAO and Board review. Upon adoption, social media policy will provide guidelines for all social platform managers, and best practices to ensure legal compliance.

- **Digital Alignment**

The county's website is charged with serving as a one-stop shop for residents and visitors. Oftentimes, website content becomes outdated and stale, and information and resources shared via other communication channels and digital platforms doesn't get posted to the website.

It is imperative that the county's website be in alignment with all other digital platforms, and that content is current, relevant, and above all else, accurate.

- **Thought Leadership**

Position Colusa County as the leader in delivering services to residents. Identify internal sector/industry leaders or creative programs, and proactively pitch as appropriate. Seek opportunities for articles, blogs, podcasts, speaking engagements, and other high-profile events for Colusa County leadership using social media, professional associations, public forums, and trade publications.

Attachment: 12-14-21 BOS meeting - Policy No 108 Strategic Communication Plan (7032 : County Communications Policy)

Community Engagement

Strategically develop, design, and lead efforts to create opportunities for community engagement.

- **State-of-the-County**

Each year, work with the Board Chair and CAO to host a "State-of-the-County" event. The presentation will focus on the "wins" from the previous year, priorities for the county, updates on major issues (COVID-19, budget, economy, etc.), and lay a foundation and groundwork for the year to come. The event should be live, and open to the public and media.

- **Executive Leadership Roundtable**

Establish a recurring executive leadership roundtable of Colusa County to collaborate on a more regional approach to economic development and community engagement. The Executive Leadership Roundtable will be led by executive leadership of the respective agencies and organizations, and meet quarterly to provide a forum to share updates, events, etc.

  - Participants
    - Colusa County (County Administrative Officer)
    - City of Williams (City Manager)
    - City of Colusa (City Manager)
    - Colusa Chamber of Commerce
    - Colusa Farm Bureau

  - Format
    - Recurring, 60 minute early morning roundtable meetings led by a designated facilitator.
    - Agendas established in advance.
    - Report-outs from each "member" entity.
    - A single outside speaker designated for each meeting.

Brand Refresh (Year Two)

After the county has implemented the aforementioned Communications Plan and strategy for a full calendar year, a brand refresh is recommended. This refresh will align the county's mission and vision with its external brand, and may include a logo redesign, website redesign, and development of a county tagline.

Attachment: 12-14-21 BOS meeting - Policy No 108 Strategic Communication Plan (7032 : County Communications Policy)

COUNTY OF COLUSA, CA **9.3**

Request For County Board of Supervisors Action

MEETING DATE: **December 14, 2021**

DEPARTMENT: **County Administrative Office**

FROM: **Wendy Tyler**

SUBJECT: **Colusa County Social Media Policy and Procedures**

Adopt Policy No. 109; Colusa County Social Media Policy and Procedures.

Detailed Description/Background of request

The use of social media sites, Facebook, Instagram, and Twitter to name a few, has become a growing form of communication with our citizens. Given this situation it is wise to have a policy and set of procedures that govern how county departments and staff should utilize these platforms for County business. There is no requirement for departments to utilize or establish social media platforms. County staff fully understand that social media is no substitute for other modes of communication such as press releases and advertising with print and television media, as well as posting information on local community message board, and direct mail.

The policy presented here was crafted in concert with our communications consultant, Justin Caporusso. The draft policy was discussed at Department Head meetings in September and October 2021, further it was reviewed by Supervisors Boes and Carter. Nearly all concerns raised have been addressed.

The policy and procedures defines roles and responsibilities of departments and staff, includes guidelines of appropriate content, what happens when inappropriate or incorrect content is located on a site, and ensures we remain compliant with all Federal, State and local statutes. Some departments have already established social media accounts long before this policy was even under consideration. It will be necessary for those accounts to come into compliance with this policy should it be adopted.

Prior Board Action

None.

Fiscal Impact/Funding Source

None for adoption of the policy. To facilitate the archival component of the Policy, IT will be utilizing ArchiveSocial software, for which there is a cost per year of $6,000. This cost is budgeted for FY 21/22.

Action for the Clerk

Assign number, add to manual and distribute.

ATTACHMENTS:

- 12-14-21 Meeing - Policy No 109 Social Media Use Policy 2021 DRAFT_V04CLEAN (DOCX)

Attachment: 12-14-21 Meeing - Policy No 109 Social Media Use Policy 2021 DRAFT_V04CLEAN (8082 : County Social Media Policy and

POLICY NUMBER: 109
DATE ADOPTED: 12/14/2021

County of Colusa
Social Media Use Policy & Procedures

PURPOSE:

The County of Colusa has a business need to augment traditional communication methods with the use of social media channels. The use of social media presents opportunity and risk to the county and individual County departments. This policy establishes the County of Colusa's social media use policies and procedures to mitigate the associated risks. This policy establishes consistent standards for, and ensures appropriate use of, social media administered by designated staff representing the County. In general, the County endorses the secure use of social media technology to enhance communication and information exchange to further County and department missions and goals. The use of social media is not intended to serve as a substitute for the County of Colusa's various Emergency Notification Systems or existing digital platforms (website), but as a tool to enhance overall communication effectiveness and reach.

APPLICABILITY:

This policy applies to all County of Colusa employees and approved volunteers, consultants, service providers and contractors performing business on behalf of a department. This policy applies to all County sponsored social media sites, and social media uses by a department employee. This policy is not intended to regulate the personal activities of Colusa County employees or contractors with respect to the use of social media. A Department sponsored social media site is one designed and administered by the Department to represent the Department in an official capacity. Departments using social media technology prior to the implementation of this Social Media Use Policy shall achieve full policy compliance within 90 days of the date this policy becomes effective.

HISTORY:
First Adopted: 12/14/2021

POLICY AND PROCEDURES

Section 1. County Social Media Technology Use

A. Definitions:

1. "Social media" means content created by individuals, using accessible, expandable, and upgradable publishing technologies, through and on the internet. Examples of social media include, but are not limited to, Facebook, Instagram, Twitter, Blogs, YouTube, Linkedln, Delicious, and Flickr.

2. "Posts" or "postings" mean information, articles, pictures, videos, or any other form of content published on a County social media site.

3. "County social media sites" means social media sites which the County establishes and maintains, and over which it has control over all postings, except for advertisements or hyperlinks by the social media site's owners, vendors, or partners.

B. Compliance with laws generally:

1. In addition to all County policies and procedures, County departments shall use social media technology only as governed by this policy.

2. County staff managing County of Colusa digital platforms and engaging in an official capacity must adhere to the social media procedures and guidelines outlined by County of Colusa.

3. The department's use of social media shall comply with all applicable federal, state, and county laws, regulations, and policies including, but not limited to, copyright, records retention, California Public Records Act ("PRA") (Government Code §§6250 et seq.), First Amendment, privacy laws, employment-related laws, and County-established policies.

C. The County's official website at www.countyofcolusa.org (or any domain owned by the County) will remain the County's primary means of internet communication.

1. County social media usage shall support, not replace, the information found on County department websites.

2. County social media sites shall supplement, and not replace, the County's required notices and standard methods of communication.

D. Content posted to social media sites shall contain links directing users back to the primary County websites for in-depth information, forms, related documents, or on-line services designed to facilitate business with the County.

HISTORY:
First Adopted: 12/14/2021

Attachment: 12-14-21 Meeing - Policy No 109 Social Media Use Policy 2021 DRAFT_V04CLEAN (8082 : County Social Media Policy and

E. The Department of Information Technology will audit existing county-maintained social media platforms to ensure consistency and compliance. The Department of Information Technology will house the comprehensive official database of all county-maintained social media platforms, including login and passwords. This database may be reviewed and amended from time to time.

Section 2. Department Management Requirements

A. The department's decision to use social media shall be a risk-based business decision. In conducting an assessment of when to use social media, the department head shall be able to articulate a strong business case that considers:

1. The department's mission and goals;
2. The reputational risks and benefits to the County;
3. The technical requirements and impacts on County systems;
4. Employee productivity;
5. Cost to implement, maintain, and monitor the social media; and
6. The potential for misuse of the social media either by the public or employees through the exposure or leakage of sensitive or protected information.

B. The department head must receive approval from the County Administrative Officer (CAO) or his or her designee(s) prior to establishing social media. The department head will submit to the CAO a summary of the business case which includes the items described in Section 2.A. of this Policy. Upon approval, the Department of Technology will be notified, and will work directly with the department to establish the initial platform.

C. Each department may only utilize established social media sites and formats which have been reviewed and approved by the CAO.

D. Each department must comply with the County's contracts policies and procedures before accepting any site's terms and conditions of use.

E. Any County social media site (which includes any website funded and/or managed by the County or a county collaborative effort) must comply with this Policy.

F. In addition to the Department of Technology, each department shall maintain a

Attachment: 12-14-21 Meeing - Policy No 109 Social Media Use Policy 2021 DRAFT_V04CLEAN (8082 : County Social Media Policy and

list of all social media sites utilized by the department. The list should include the date of the site was established and, if applicable, the date the site was terminated. Each department is responsible for the maintenance of their department's platforms.

G. The department head, or his or her designee, is responsible for monitoring on a regular basis each of the social media sites maintained by their department for compliance with this Policy.

H. Should a social media site be out of compliance with this Policy, the department head shall take immediate steps to correct the non-compliance or shut down the social media site. Any incidents of non-compliance shall be reported to the CAO.

I. Department heads are responsible for determining who is authorized to use social media on behalf of the Department, and for designating appropriate access levels.

J. Department heads shall provide authorized users a copy of this Policy and have the user sign a copy of the current policy to acknowledge his or her understanding and acceptance via wet signature. The copy shall be kept in the user's personnel file with the department.

K. In consultation and coordination with the Department of Technology, the department head, or his or her designee, is responsible for the creation, administration, and deactivation of social media accounts.

Section 3. Technical and Content Requirements

A. If there is a government option available through the social media host, this option shall be used when setting up the social media site.

B. Each site shall conform to the following requirements:

1. Be identified as sponsored by the County.

2. Contain contact information for the County program.

3. Comply with the provisions of the Americans with Disabilities Act.

4. Comply with section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), Subpart B, 1194.22.

Commented [MOU1]: For legal review?

5. Comply with all applicable federal, state, and county laws, regulations, and policies including, but not limited to, copyright, records retention, California Public Records Act (PRA), First Amendment, privacy laws, employment-related laws, and County- established policies.

HISTORY:
First Adopted: 12/14/2021

Attachment: 12-14-21 Meeing - Policy No 109 Social Media Use Policy 2021 DRAFT_V04CLEAN (8082 : County Social Media Policy and

6. Will not contain postings in support of, or opposition to, political campaigns, candidates, or ballot measures.

7. Will not contain information that may tend to compromise the safety or security of the public or public systems.

8. Will not contain content that violates a legal ownership interest of any other party.

C. Because proper representation of the County is important in the use of social media, employees shall follow the following guidelines in developing, maintaining, and monitoring social media and county websites:

1. All County social media sites shall utilize authorized County contact information for account set-up, monitoring and access. The use of personal email accounts or phone numbers by any County employee is not allowed for the purpose of setting-up, monitoring, or accessing a County social media site.

2. All employees posting information to a social media site in their role with the County of Colusa and as part of their designated job responsibilities shall identify themselves in an appropriate manner as a County representative.

3. Employees will not disclose confidential or proprietary information.

4. Employees shall post or publish correction of errors or inaccurate information within 24 hours of notification or discovery of incorrect or inaccurate information and shall report errors or violations of this Policy to the department head immediately.

5. Employees shall ensure that the County has full permission or rights to any content posted by the County, including for example logos, brand names, photographs, and videos.

D. County social media sites are subject to the California Public Records Act. Any content maintained in social media format that is related to County or department business, including a list of subscribers, posted communication, and communication submitted for posting, may be a public record subject to public disclosure. For Public Records Act requests, please contact County Counsel.

1. Vulgar and/or language offensive to a reasonable person shall not be tolerated and will be hidden or removed immediately.

HISTORY:
First Adopted: 12/14/2021

Attachment: 12-14-21 Meeing - Policy No 109 Social Media Use Policy 2021 DRAFT_V04CLEAN (8082 : County Social Media Policy and

2. Content will be subject to editing and correction at discretion of the department head. However, content deleted, other than simple editing, shall be maintained for a period of one year. This applies to county-generated content, and public content (comments).

RESPONSIBLE DEPARTMENTS

Information Technology
County Counsel
County Administrative Office

HISTORY:
First Adopted: 12/14/2021

Attachment: 12-14-21 Meeing - Policy No 109 Social Media Use Policy 2021 DRAFT_V04CLEAN (8082 : County Social Media Policy and

COUNTY OF COLUSA, CA **10.1**

Request For County Board of Supervisors Action

MEETING DATE:	**December 14, 2021**
DEPARTMENT:	**County Administrative Office**
FROM:	**Ann Nordyke**
SUBJECT:	**Follow up presentation by AP Triton of Colusa County Ambulance Feasibility Study**

Follow up presentation of Colusa County Ambulance Feasibility Study by AP Triton; further, potential direction to staff following presentation.

Detailed Description/Background of request

In November 2019 the County contracted with AP Triton to perform a study and provide a report on the EMS System Valuation within the county for the purpose of determining the system's ability to support ambulance services. That report was presented to the Board on August 4, 2020 and contained recommendations concerning a system feasibility study. The Board authorized AP Triton to perform the feasibility study. This process included meetings with County staff, as well as Fire/EMS stakeholders within the County.

On November 9, 2021 the Board received presentation from AP Triton and direction was given to staff to facilitate a meeting with all Fire Chiefs, AP Triton and SSV, with Supervisors Corona and Smith in attendance to create two or three deployment plan options and agendize for the December 14, 2021 Board meeting. This meeting was held on November 22, 2021. Representatives from all fire agencies, with the exception of Indian Valley, were present, as were SSV, the Supervisors and Sheriff's personnel.

Scott Clough will present the results of that meeting which include a short term plan, several long term deployment plan options and approximate costs, as well as information concerning expanded dispatch services and costs. Unfortunately, Mr. Clough was not able to provide us with backup for this discussion in time for distribution with the agenda, but will have hard copies available at the meeting, along with a powerpoint presentation. The Feasibility and System Valuation studies are once again attached for your information.

Prior Board Action

November 9, 2021 received presentation from AP Triton

June 8, 2021 approved contract extension, 1st Modification C21-109

November 24, 2020 approved contract for Feasibility Study, C20-215.

Fiscal Impact/Funding Source

Cost of the Feasibility Study was $63,500 paid from Board of Supervisors Budget.

Action for the Clerk

Depends on action taken by the Board

ATTACHMENTS:

- Colusa County System Valuation FINAL 07.29.2020 (PDF)
- Colusa County Ambulance Feasibility Study FINAL (PDF)

EMS System Valuation for Colusa County

by

AP Triton Consulting, LLC

July 29, 2020



AP TRITON

VISION · INNOVATION · SOLUTIONS

Attachment: Colusa County System Valuation FINAL 07.29.2020 (8083 : AP Triton)

Executive Summary

The County of Colusa is a rural county located in Northern California. The county is bordered on all sides with similar rural counties. Within the County of Colusa are several smaller cities and large unincorporated areas that primarily focus on agriculture and recreation as the primary industries. The County lacks an "in county" trauma center and some specialty centers; however, they do enjoy a reasonably robust hospital system both within the county and their neighboring counties. This lower population density in Colusa and their neighboring counties and communities in turn creates higher per capita health care costs as there are fewer patients over which to spread the overall healthcare system costs. This is also true when discussing the emergency ambulance system. The County's ambulance system, and more specifically the transportation volume, is low when compared to the cost per transport/patient. In high performance systems, as are often found in urban or more metropolitan areas, a reasonable annual transport rate would be roughly 3,500 transports per unit; however, in Colusa County, the total transport volume is significantly less at nearly 1,014 including non-emergency and inter-facility transfers (IFT). From a transport to revenue perspective, the system is financially unsustainable at the current volume.

An even greater challenge is the issue of capacity. In a more urban system that has greater call volume, there are generally more units in a service area to cover for units that are assigned to incidents. There are times when an ambulance is on a call and another call comes into the dispatch center requiring an outside response into the system. There are also incidents which may have more than one patient that requires transport to an alternate emergency facility, such as a trauma center. This capacity issue is among the most complicated aspect of the Colusa ambulance delivery model. In review of the last several years of data provided by Enloe, the low call volume results in a lower overall transport revenue that is challenged to support a single unit, much less the multiple units needed to service the area and provide a more robust system. Over the last several years, the ambulance provider maintained 1.5 units in the system with a single full-time 24-hour unit and a second unit operating during peak hours of the day. As costs increased and revenue decreased, the operator was forced to reduce the total daily coverage to a single 24-hour unit. While this was a necessity from a financial standpoint, it has

Attachment: Colusa County System Valuation FINAL 07.29.2020 (8083 : AP Triton)

created what this consultant would describe as a dangerous scenario for the community at large. As emergency services providers, regardless of being public or private, the issue is not the emergency at hand but the emergency that develops prior to the completion of the first incident. The loss of the second peak unit has eliminated (at the most), or severely diminished (at the least), the ability to provide rapid ambulance response during times of multiple incidents at the same time. In turn, this also impacts the surrounding counties as automatic or mutual aid is needed to manage these multiple incidents as they occur and is one of the primary reasons for this study.

Revenue is the life blood of any Fee For Service (FFS) emergency ambulance system. The intent of a traditional FFS system is to match volume, cost, and capacity against revenue to create a non-subsidized system. The larger the system, the greater the opportunities to maximize efficiencies, lower cost, and improve the margin to sustain and maintain the overall health of the system. Because the call volume is not likely to increase significantly, there are very few methods to increase revenue and those few are typically confined to either raising the service rates or lowering the cost of the system. Raising rates can provide additional revenue, but on a limited basis, as the majority of patient contacts are within the Medicare and Medi-Cal population. This population group, and the coverage they enjoy, has a cap on the benefit that does not cover the actual cost of the system. The raising of rates, therefore, must be cost shifted to the commercially insured population. As this demographic of the transport volume is generally smaller, the impact to the system revenue is not a dollar for dollar equation. In other words, a 10% increase in rates does not generate a 10% increase in revenue.

Sustainability in the long term for Colusa County will likely be found in a combination of many factors. These include modifications to the system rates, aggressive billing and collection practices, and a system redesign that will help provide for increased federal reimbursements, and ultimately greater capacity and delivered services. It is the opinion of this consulting firm that the potential for a FFS-based emergency ambulance provider to meet the demands of the system, along with generating a profit, will be a significant challenge. Thus, the overall goal may be better focused on meeting costs with the end result of breaking even as the new baseline. This may be best achieved through innovative approaches such as more cost effective deployment models, greater community involvement, alternate funding solutions, public

Attachment: Colusa County System Valuation FINAL 07.29.2020 (8083 : AP Triton)

education, and cost sharing on a multi-county regional approach that brings a greater economy of scale. The positive aspects of this approach will be that Colusa will be able to create a more stable system, but in the long term may be better positioned to deal with the future changes in health care and transitional financial changes that take place, such as the current COVID-19 crisis.

Attachment: Colusa County System Valuation FINAL 07.29.2020 (8083 : AP Triton)

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Attachment: Colusa County System Valuation FINAL 07.29.2020 (8083 : AP Triton)

Understanding Health Care Financing

Understanding health care financing and the principles that go along with it can be a very daunting task. With the mixture of Medicare, Medicaid/Cal, private commercial insurance, second and third party payers, workers' compensation, private payers, auto insurance, travelers insurance, ACA, Covered California, co-pays, deductibles, and the $100 dollar Tylenol, it stands to reason that the average local government administrator may feel out of his or her comfort zone. Although the overall industry is very complex, the actual processes for functioning within this system are not as complex as one may think. Remember, health care is the largest civilian industry in the United States. Every day, millions of dollars are billed and collected within the health care finance industry. A majority of the transactions taking place are from the small doctor offices and medical groups that serve the vast majority of Americans' needs. Most of America's health care billing and collections are done "in-house" through these small offices and medical groups. Although smaller and often narrower in the billing categories compared to the larger medical groups or hospitals, these smaller health care providers use the same 70,000+ billing codes to complete the day-to-day billing process as do the larger health care organizations.

When billing for ambulance services, either by a public provider or private provider, there are typically very few billing codes compared to general health care billing. This amounts to less than ten with four to five being most common, with the most common being "emergency advanced life support (ALS) and basic life support (BLS) transports," "non-emergency ALS and BLS transports," "mileage," and "oxygen." Because of the relatively small number of coded items for ambulance services, the Centers for Medicare and Medicaid Services (CMS) has requested and prefers a "bundled billing" approach. In simple terms, this means that while an itemized bill for services was the norm in the past, CMS understands that in most cases the basic line items listed above result in maximum benefits being paid out. Therefore, to streamline the process and reduce costs in coding, CMS has requested that bills be submitted in a "bundled" invoice. This approach also saves time and cost by not requiring billing agents to prepare more detailed billing claims. This same approach also applies to those who have commercial insurance as most, if not all, commercial insurance plans also prefer a simple bundled billing approach to transport claims.

Attachment: Colusa County System Valuation FINAL 07.29.2020 (8083 : AP Triton)

With a more streamlined approach to billing and collections, a common question asked is "if there is really no difference or secrets in the billing process, why is there a difference in the collection rate?" This is one of the most misunderstood parts of the billing and collection process. The simple answer is "policy." To the greatest degree, the provider's billing and collection policy determines the reimbursement rate. As an example, two ambulance providers respond to the same patient and provide the same treatment and services. Both charge a common rate of $1,600. Ambulance Provider A waives the co-pay and deductible of $200 and collects the insurance payment of $1,400 as payment in full. Ambulance Provider B accepts a compromise offer of $100 for the co-pay and deductible and collects the $1,400 insurance payment. Provider A has a collection rate of 87% of the billable amount while Provider B has a collection rate of 94%. Without knowing the billing policy, one could be led to believe Provider B has the better billing company because of the higher collection rate. In reality, both providers have the same billing company but different collection policies.

Determining the Value of the System

There are numerous factors that impact the value of an Emergency Medical Services (EMS) system. The monetary value of the system essentially refers to how much money, in terms of revenue, can be garnered from the system. There are no special or secret methods for collecting revenue from an EMS system. There is a fixed amount of money available to all providers regardless of their public or private status; this is often referred to as the cap. The reason there is disparity in the revenue collected amongst various providers is attributable to two main areas, billing and collections. Some agencies are better at procuring monies in these areas than others. Often times an agency bases its success on its collection rate, but this is not an accurate representation of their effectiveness. Collection rates are just one aspect of the successful management of a system. The key factors affecting the success of billing and collections are billing policy, collection policy, transport rates, documentation, billing contractor's level of effort, and understanding the payer mix.

Billing Policy

Establishing a billing policy is one of the primary steps a provider needs to accomplish in

Attachment: Colusa County System Valuation FINAL 07.29.2020 (8083 : AP Triton)

order to get the most monetary value from the system. When a service is provided, there is an assumption that there will be a charge for that service. There are numerous factors that will determine what is included in the patient billing policy. The more aggressive the billing policy, the more potential there is to collect. There are, however, areas that do have a fixed rate attached and this alone will create a fixed cap on the maximum potential collections that are available within the system. There will also be a set number of calls for service in a given time period; therefore, adding additional ambulances in the system does not equate to being able to run more calls and transport more patients. The expectation is that all the patients who request to be transported, or whose medical condition requires it, will be transported. There will be fluctuations in the call volume, but significant or seasonal changes in call volume are fairly predictable. Based upon the last four years of transport data from the current provider, the transport rates have remained relatively consistent. Unless there are significant changes in the County's demographics, this trend should continue. This consistent incident volume will help in a system redesign if the County goes in that direction.

Collection Policy

The collection policy is the most significant aspect of the collection process affecting the revenue stream. Federal regulations which control billing require that every patient receive a bill for services rendered in order to prevent what is known as "cherry picking," where only specific groups of patients are billed. How aggressive a provider is with the collection of those bills is a matter of business philosophy. Many private ambulance companies, and hospitals for that matter, have very aggressive collection policies, while many public ambulance providers tend to have lesser aggressive policies. The reason for this disparity is simple: private ambulance companies can only remain solvent when the cost and reimbursement are in alignment. Conversely, many public agencies, primarily fire departments, provide ambulance transport as an "added value" to their suppression services. Because many of these public agencies have other sources of revenue, they typically end up subsidizing the transport from the general fund. In this scenario, many public providers actually attain lower collections than their private counterparts. This is due to the political considerations and public relations concerns, as the vast majority of patients will also be taxpayers.

Attachment: Colusa County System Valuation FINAL 07.29.2020 (8083 : AP Triton)

Transport Rates

It has already been discussed that there is a fixed number of transports that will occur in each period of time, but there is a subsection of patients whose medical condition will not require immediate transport. Obviously, the percentage of transports has a direct impact on the revenue received. Fewer transports results in less revenue. When a patient is not transported, there is a loss of revenue that results from these actions. As an example, if two Medicare patients per week were not transported for various reasons, this equates to roughly $50,000 per year in lost income to the provider. There will always be a percentage of calls that will not result in a transport due to circumstances. This is to be expected and can be projected as a percentage of the overall call volume. However, it is important to monitor transport volume to establish peaks and valleys through the course of the year.

Documentation

Documentation provided by a paramedic on the patient care report (PCR) also plays a significant role in the collection rate achieved by the provider. One area that is often overlooked is proper training of field units in the documentation process that accurately reflects the actual assessment and treatment provided on scene. These actions will then capture the correct reimbursement rate. Reimbursement, particularly through Medicare and Medicaid/Cal, is based upon the patient's needs and not reimbursed simply because they called for transport. Simply stated, many calls that should be billed and paid at an ALS rate are often reimbursed at the BLS rate, while some that should have been collected at either the ALS or BLS rates are not found to meet any reimbursement criteria and are left unpaid. Accurate documentation can result in a substantial increase in revenue in an area where the service is already being provided.

Billing Contractor's Level of Effort

The billing contractor or billing office also plays a major role in the collection rate. The level of effort demonstrated by the billing provider displays a direct correlation to the collections received. There are two common ways providers conduct billing for ambulance services. The first is to use an outside third-party billing company that conducts all billing on behalf of the

Attachment: Colusa County System Valuation FINAL 07.29.2020 (8083 : AP Triton)

provider. Their ability to collect depends on several factors, the most significant being the billing and collection policy as previously discussed. A relaxed or vague billing and collection policy will result in less collection of revenue. Most billing companies base their fees on a percentage of the amount they collect. If the provider has a billing and collection policy that allows a reduced amount to be collected, then the biller will likely charge a higher percentage rate in order to meet their profit margin.

Another method of billing and collections is to conduct all billing in-house. There are the same challenges with doing billing in-house as with using third party billers. The single largest consideration in establishing in-house billing services versus using an outside billing company is measuring the cost effectiveness between the two methods. In smaller systems with lower billing volume, it may be more cost effective to use an outside company as opposed to the costs of personnel and benefits in doing billing in-house.

It should be understood that even though there is a fixed and finite amount of money that is available in the service area, there are numerous variables that influence a provider's ability to collect that revenue. Establishing policies, training of personnel, and close monitoring of the delivery system will pay forward in the collection of revenue. The advertised percentage of collections by billing companies is nearly irrelevant because it does not address all the facets of successful billing.

Understanding the Payer Mix

Reimbursement is based upon providing a service and billing the appropriate party responsible for the service provided. Within the health care industry, there are primarily four categories, or cost centers, for reimbursement: 1) Medicare, which is the primary health care coverage for persons over the age of 65; 2) Medicaid (also known as Medi-Cal in California), which is a component of the federal Medicaid program and is provided for certain qualified individuals and families (primarily low income at 138% of the federal poverty level); 3) commercial insurance, most commonly associated with benefits provided by employers to their employees, but also may be purchased independently; and 4) private pay, which is the term generally applied to those without insurance. Within these categories are numerous sub-

Attachment: Colusa County System Valuation FINAL 07.29.2020 (8083 : AP Triton)

categories that are available and used for reimbursement but will not be discussed in this report. Sub-categories are predominantly workers' compensation, liability, and auto insurances.

Each community will see differences in how the payer mix influences health care financing and reimbursements. As we are discussing ambulance revenue in this document, we must also understand that Colusa County has many different economic and population subsets. In order to begin to create a possible reimbursement scenario, it is necessary to understand the different ratios of the payer mix demographic.

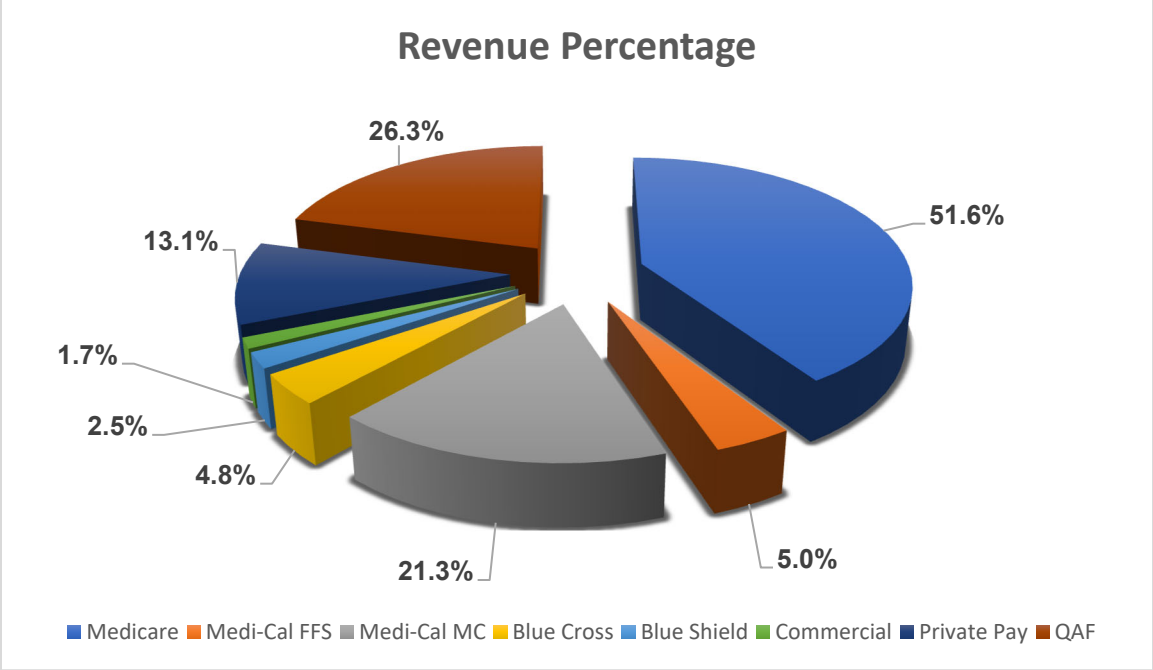
In reviewing the data provided by Sierra Sacramento Valley EMS (SSV), we have a solid payer mix from the current provider. In order to create an estimate for the value of the EMS transport system, we will consider all transports including the emergency 9-1-1, interfacility, and non-emergency transport numbers.

Colusa County Payer Mix

Cost Center	Percentage %	Transports	Reimbursement	Revenue
Medicare	51.6%	523	$589	$308,047
Medi-Cal FFS	5.0%	51	$159	$8,109
Medi-Cal MC	21.3%	216	$174	$37,584
Blue Cross	4.8%	49	$3,152	$154,448
Blue Shield	2.5%	25	$4,112	$102,800
Commercial Insurance	1.7%	17	$2,740	$46,580
Private Pay	13.1%	133	3.5% of $648,508	$23,923
QAF*	26.3%		$220.35 "add-on"	$31,374
Totals	**100%**	**1,014**		**$712,865**

* QAF was not included in the overall calculations for Medi-Cal and separated out for clarity, as there is a tax that must be backed out of the supplemental revenue that is reported. The QAF program requires that a tax is applied to all transports. These tax monies are then used to leverage federal matching funds by the state. So while the total amount of the "add-on" supplemental revenue is roughly $58,833, the taxed amount of $27,459 must be backed out to determine the actual net amount of the QAF program at $31,374.

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Because SSV provided the reported payer mix for 9-1-1 transports, we are in a position of validating the numbers as opposed to creating a potential valuation of the system. Regardless, the system payer mix and lower call volume are consistent with an unsustainable transport system.

The single biggest issue is the overall percentage of the Medicare and Medi-Cal cost centers. In both cases, Medicare and Medi-Cal have fixed revenue for transport. In the case of Medicare, the reimbursement is based on 80% of the covered benefit and the patient is responsible for the remaining 20%. Often, the patient's 20% is either waived or reduced based on the patient's ability to pay. In the case of Medi-Cal, the payment is astronomically low compared to their federal counterpart. Unlike Medicare, Medi-Cal does not allow balance billing of the unpaid bill. As a result, these two cost centers combined make up 78% of the total transport volume with average collections coming in at only 9% of the billed amount. When combined with the private pay cost center, the total transport volume of the three categories makes up 91% of total transports and collects only 8% of the billed amount with little to no option to collect more from these payers.

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What has not been discussed is the balance of the 1,014 transports in the system. These other transports are the inter-facility and non-emergency transports. These transports are typically defined as transports from one facility to another, such as the patient who needs to be transported from the hospital's emergency department to one of the specialty or trauma centers out of the area, as mentioned above. Another is the patient who is non-ambulatory and needs to be transported back to a skilled nursing center. These transports, while not as critical as the emergency transports, are not only important to managing the county's overall patient movement, but also to providing additional revenue to keep the emergency fee for service system funded and operating.

Both Medicare and Medi-Cal have non-emergency rates established for these non-emergency IFTs. Commercial insurance rates can and do vary and are most often negotiated between the ambulance provider and the insurance company. The challenge in determining the revenue associated with IFT business is the diversity of the types of transport. Unlike emergency response and transport, IFTs can take on many different configurations. Examples would be BLS, ALS, and Critical Care Transport (CCT), which requires a higher level of care often provided by a nurse, neo-natal, gurney, and/or wheelchair van to name a few. Because each of these transports has a different reimbursement rate and cost associated with it, it is difficult to calculate the exact revenue without a detailed breakdown of the type of transport and the destination of the transport. Therefore, we will use a 25% reduction of the emergency transport revenue in order to arrive at a reasonable estimate of the total transport system. This would provide for total compensation of the transport system at $1,247,564. It is important to remember that this calculation could result in either greater or lesser revenue depending on the actual demographics of this component of the transportation system.

Cost Shifting

A standard practice in health care financing is to apply cost shifting to balance the lower payers with the higher payers. This practice is the standard in American health care. Simply stated, if a system has only four payers, one in each category, and the cost of transport is $500 per transport, total provider cost for all four transports would be $2,000. Assuming that Medi-Cal pays $100, Medicare pays $250, and private pay pays $50, the cap for those three are $400

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combined. In order for the provider to break even, they need to charge each cost center $1,600 per transport.

Cost Shifting Table

Cost Center	Cost of Transport	Charges	Reimbursement	Collection %
Medicare	$500	$1,600	$250	16.6%
Medi-Cal	$500	$1,600	$100	6.25%
Commercial Insurance	$500	$1,600	$1,600	100%
Private Pay	$500	$1,600	$50	3.125%
Totals	$2,000	$6,400	$2,000	31.5%

The ability to cost shift is based on the percentages of the various payer mixes. As Medicare and Medi-Cal are fixed, and the ability to extract revenue from the private pay is minimal to nonexistent, all cost shifting takes place in the commercial insurance category. The greater the percentage of commercial insurance, the greater potential an increase in rates will result in more revenue. In the case of Colusa County, the current provider is at a rate that is approaching a maximum return. As we can see from the current provider's financials, there is a $528,635 shortfall between cost and reimbursement on the 9-1-1 side of the system ($1,237,631 - $712,865 = $524,996). Closing the gap would require cost shifting the amount to the commercial insurance categories, which account for only 9% of the transports, or 91, in total. To bridge this gap, we need to increase the new rate by an amount that takes into account not just the rate, but the insurance company's percentage of payment. As found in the provider's financials, the three insurance providers have an average reimbursement percentage of 51% of the amount billed. While not likely, we will assume that an increase in rates will still result in a 51% collection for illustration purposes.

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Cost Center	Percentage %	Transports	Reimbursement	Revenue
Medicare	51.6%	523	$589	$308,047
Medi-Cal FFS	5.0%	51	$159	$8,109
Medi-Cal MC	21.3%	216	$174	$37,584
Blue Cross	4.8%	49	$9,148	$448,252
Blue Shield	2.5%	25	$9,148	$228,700
Commercial Insurance	1.7%	17	$9,148	$155,517
Private Pay	13.1%	133	3.5% of $648,508	$23,923
QAF*	26.3%	267	$220.35 “add-on”	$27,505
Totals	**100%**	**1,014**		**$1,237,637**
Providers’ Costs				$1,237,631
Net revenue				**$6**

While the above scenario does show a breakeven business model, the reality is that this is still not a viable system for several reasons. First, to obtain a $9,148 insurance reimbursement would require a rate well above $15,000 per transport. This in itself is a non-starter. Next, the net income of $6 per year provides no hedge against the risk of providing the services. A good business practice would be to strive for a 10% margin and build a reserve fund for unexpected expenditures. And last, the system is still challenged with meeting demand via response time compliance.

It is important to remember that while we are attempting to create a sustainable system to ensure the timely response of an ambulance for emergency incidents, the IFT business is both an asset and a detriment from the perspective that placing an additional unit into the system adds additional capacity but at an additional cost that cannot be recovered under the current operations.

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Federal Supplemental Reimbursement Programs - GEMT / QAF / AB 1705

Ground Emergency Medical Transport (GEMT)

In 2010, California began development of a federal reimbursement program known as Ground Emergency Medical Transport (GEMT). This program and similar programs are operating in several states and are in development in several more. These programs provide a substantial amount of money into government-based ambulance operations that are not available to the private sector. Although these types of programs have been in existence and operating across the country for more than 30 years, it has only been recently that these programs have been utilized by the governmental ambulance providers. There was much discussion on the future of these programs with many rumors projecting they would be gone by 2017; the reality is CMS is actively starting new programs across the country for ambulance providers. As health care is undergoing constant changes, any discussions concerning the future of ambulance reimbursement should be viewed as mere speculation at this point. Although these programs are an entitlement through the Social Security Act Title XIX, we strongly recommend that projected revenue from GEMT, inter-governmental transfer program (IGT), and Quality Assurance Fees (QAF) **not** be considered as part of the revenue stream for a stable system. We believe the best and logical direction for providing ambulance services should be in creating a stable Fee for Service (FFS) delivery system without supplemental or subsidized payments to the providers; however, due to the discussion above, it is paramount that providers in Colusa County take advantage of any and all supplemental programs to defray costs incurred in the system.

Quality Assurance Fee (QAF)

In 2017, SB523 was signed into law by the Governor. This bill created a Quality Assurance Fee (QAF), also known as a Provider Tax. It is applied to all ambulance providers in the State and charges a 5.5% tax on all transports. This tax is then used by the State to leverage federal matching funds from CMS and is redistributed back to the provider as an “add on” to the base rate for all Medi-Cal transports. The supplemental reimbursement is $220 per transport. This supplemental reimbursement was not shown in the current provider’s revenue but included in the table above.

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Public Provider IGT (AB1705 Bonta)

AB1705 (Bonta) was signed by the Governor and is now law. This program creates a public provider inter-governmental transfer (PPIGT) program that develops a single statewide rate for public providers that draws down supplemental reimbursement in the same manner as the QAF program. However, while QAF is a capped program with regard to the amount that can be transferred to CMS for matching funds, the PPIGT program has no limits other than the actual cost of providing the services by the public providers. Because this rate is based on the average cost of all public providers, the reimbursement rate is much higher. Estimated at $800 per Medi-Cal transport in addition to the base rate, the impact to the Colusa County revenue is tenfold to the QAF revenue at $213,600 compared to the estimated $31,374 of QAF. However, this supplemental revenue is not available in the current deployment model using a private provider.

Summary of Findings

The Colusa County operating area is listed as a "non-exclusive" county by the State EMSA identifying the system as open to any provider that desires to provide services. While this is an open invitation for business opportunity, the County's rural demographics, low call volume, and challenged payer mix makes the County a less than desirable location to operate a fee for service based ambulance business. The current provider has what appears to be a strong commitment to the community and continues to operate at a loss to the benefit of the County. The provider operates at an extremely low cost compared to the larger ambulance companies around the state whose costs are exceeding $1 million per 24-hour unit.

Upon evaluation of the data provided, we arrived at nearly the same value to the system as what is being reported by the current provider with a few small differences, such as the supplemental revenue they are receiving through the QAF program and potential revenue from treat no transport fees, understanding this provides minimal increase in overall revenue. Even a 10% difference between valuations would not remarkably change the financial challenges faced by the County. Regardless of the small differences, the value of the system is less than $1 million. As stated, there does exist a significant number of non-transport patient contacts that could yield additional revenue if these patients were transported. Transporting those patients would also add additional unit hour demand on the system that would logically require additional unit hours at an additional cost, resulting in what would more than likely be a greater loss

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financially.

The County's current ambulance rates are on the higher side of many systems but not overly high for a rural system. Due to the low call volume and less than 100 insured transports per year, it is not feasible to increase rates to a level that will bring the system to a breakeven point for the provider. The provider's compliance times are below the desired level, but it must be understood that response times are directly related to the number of units in the system. With the low incident volume and reimbursement, the expectation of response time compliance in this type of system is realistically not possible across the entire county without driving up costs significantly.

The County's role in this system is clearly founded in state law (Lomita vs. the County of Los Angeles) and basically requires the County to provide or ensure that services are provided to the community. This places the burden on Colusa County should the system become unsustainable. When correcting a system that is out of alignment there are typically three options to bring the system back into position. 1) Decrease costs which usually involves reduction in unit hours. However, the current system is running on the thinnest of unit hours at this time and this is not a realistic option. 2) Increase rates. This has been discussed and due to the limited number of commercial insurance providers the increases needed to bring the system to a breakeven point is not realistic. 3) Increase revenue. Expanding services, as is currently being done through the IFT business, is not expected to bring in enough revenue to make the County solvent. It will, however, reduce the need for a subsidy. Should the system become unsustainable due to losses incurred by the current provider, the County should take advantage of every opportunity to capture maximum revenue, not just through a Fee For Service delivery model, but also by taking advantage of supplemental reimbursements that are afforded to public providers. This can be done through various methods, including using the current or new private provider under contract with a public entity to capture the federal reimbursement.

As health care changes, the costs of services will likely not be going down in the immediate future. This means the sooner the County can address the issues and develop a plan, the less chance there will be of an interruption of services and, more importantly, it will reduce the need for the County to subsidize the system. We would suggest the following recommendations be taken into consideration.

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Recommendations

- The County should conduct a complete comprehensive system redesign study as quickly as possible. This should be the number one priority and include the bullet items listed below.

- The County should strongly consider the options for ambulance services and contract with a public provider to capture the PPIGT revenue of a quarter million dollars annually. This will reduce the potential (and possibly the amount) of the County needing to subsidize the system and will help stabilize the provider.

- Create a system that is driven by positive patient outcomes and not response times.

- Consider a tiered response to incidents to create capacity in the system without increasing system unit hours. This could include first responder response prior to ambulance dispatch, lower response code (Code 2 versus Code 3) to lower acuity calls with immediate redirect of the ambulance to higher acuity calls.

- Consider the use of BLS units when appropriate, reducing the need for paramedics which are in short supply currently (not intended to replace ALS capabilities).

- Engage the fire departments and consider using standby ambulances located throughout the County as surge for the primary units.

- To increase capacity, consider placing a “Low Acuity Assessment Unit” to respond in place of the initial ambulance dispatch to triage the patient.

In conclusion, there are no easy remedies to the challenges facing Colusa County and their EMS system. The County is responsible for all ambulance services within their borders and a non-sustainable system is not an option moving forward. The ability to provide a sustainable FFS system will require an innovative approach along with stakeholder and community involvement. AP Triton is standing by to assist the County with these challenges should the County like to consider options and a system wide redesign.

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Colusa County
California

Ambulance Feasibility Study

November 202

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Executive Summary

Colusa County is a rural county located approximately 65 miles north of Sacramento encompassing a total area of 1,156 square miles, of which 1,151 square miles is land and 5.6 square miles (0.5%) is water. A large number of streams are located within the county, including Elk Creek, Salt Creek Stony Creek, and Bear Creek with the County's eastern boundary defined, in part, by the Sacramento River. The County is primarily agriculture with 49% dedicated to agriculture. With a population of just over 21,500, the density is roughly 18.5 people per square mile.

The County has had many challenges over the years with the delivery of ambulance services. The current provider, Enloe Ambulance, previously provided two full-time ambulances but later reduced this to a single 24-hour ambulance with a half-time ambulance. Enloe was again forced to reduce the number of dedicated units to a single 24-hour ambulance due to the inability of the system to financially support two emergency ambulance units even with the second being parttime. In 2020, AP Triton LLC (Triton) conducted an assessment of the County's emergency ambulance system and concluded there were many factors that contribute to the challenges in providing a countywide emergency ambulance system; the primary factor is low call volume and a low percentage of commercial insurance payers. As a result, Triton confirmed that the claims made by Enloe were real, as well as accurate, in their description of the ambulance services in Colusa County.

In response to the Triton Study, the County again contracted with Triton to revisit the economics and create a deployment plan that would improve the County's emergency response plan to emergency medical Incidents. Triton has concluded that there are no "quick fixes" to the issues at hand and that the County should consider both a short-term plan as a stop gap and a long-term plan for continued sustainability to a Countywide system.

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Triton believes that while a short-term plan could be implemented in the 2021 calendar year, a long-term plan may require several years to implement. Triton further believes that a sustainable long-term plan not only involves the County's first responders and ambulance providers but demands input and understanding of the community and flexibility of the area hospitals.

This document should be viewed as a companion to the 2020 study completed by AP Triton. The 2020 study provided an in-depth look at the value of the system in supporting a robust deployment. The study covers health care financing and the impact that the system payer mix has on reimbursement. It discusses in detail the influence call volume and transport volume have on that payer mix reimbursement and the possibilities of increasing revenue to support a complete self-sustaining EMS system. This study picks up where the previous study left off at system design.

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Understanding the California EMS / Ambulance System

Although California has a State EMS Authority, California's EMS system is designed to be operated and managed by each individual county. This is because each county is financially responsible and legally obligated to provide for the indigent services and EMS is no exception. Each county must either provide for or contract with a Local Emergency Medical Services Agency (LEMSA). In the case of Colusa, the County contracts with Sierra Sacramento Valley EMS Agency (SSV). SSV is responsible for, among other things, the planning, implementation, monitoring, and oversight for the ambulance system. Another key component is the medical oversight and control of the system which SSV provides. This medical control is vital to a healthy EMS system as medical control establishes the policies and protocols for directing system operations. While the County has chosen to contract for LEMSA services, as opposed to directly providing them as part of the County government system, SSV is subordinate to the County Board of Supervisors in carrying out the County's EMS obligations under the Health and Safety Code. SSV is well-suited for providing these services as they primarily operate in rural communities and are contracted by ten counties to administer their EMS systems. It should go without saying that SSV's extensive background in rural California should be considered an asset in helping Colusa County deal with the system challenges.

Other key stakeholders within the EMS system include the ambulance companies and the County's first responders. Often referred to and used interchangeably, private ambulance providers and public first responders operate in vastly different ways with different objectives, neither being less important than the other. Private ambulance providers, regardless of being non-profit or for profit, must operate in a financially sustainable manner while providing a single service model - in this case, emergency ambulance transport services. Public first responders,

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primarily Fire Districts and Departments, also must operate in a financially sustainable manner while delivering many different services such as fire and rescue, hazardous materials, technical rescue, inspections, public assistance, and response to many other types of incidents that may occur.

Supporting these services are the dispatch centers that take the emergency calls for service. These centers are known as Public Safety Answering Points (PSAPs). In many cases, there are also secondary PSAPs that provide additional dispatching support. It is not uncommon for law enforcement dispatch to answer an initial 9-1-1 call and then transfer it to a fire department or ambulance dispatch center. Colusa dispatch services can be accessed via the 9-1-1 system and seven-digit phone numbers. Colusa County has a single primary Dispatch through the Colusa County Sheriff. There are no secondary PSAPs located in Colusa County.

Hospitals also play an important role in the EMS system. California, like many states, has developed a series of designations for emergency hospital services from basic emergency rooms to specialty centers such as trauma centers, cardiac centers, stroke centers, burn centers, as well as pediatric centers. Unlike large urban or metropolitan cities, the more rural the environment the less likely the access is to these higher levels of services.

Often overlooked are probably the most significant stakeholders in the system - the taxpayers who live in these communities. Ultimately, while the County Board of Supervisors has both the authority and responsibility to determine the level and types of services that are deployed throughout the County, they must live within their budgetary constraints, just like the ambulance providers. Ultimately, it is the taxpayers that decide how important their EMS delivery system is to them and how much they are willing to pay for services.

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Challenges of the EMS System

As discussed in the previous Triton Study, there are numerous factors that play into an overall sustainable system. Conversely, there are numerous factors that contribute to an unsustainable system. The Colusa County ambulance system suffers from multiple issues that impact sustainability. The first is low call volume. The County typically sees less than a thousand transports per year. In larger metropolitan systems such as Sacramento, only 65 miles to the south of Colusa County, it is common to see a single ambulance transport as many as 3,000 patients per year. At slightly less than ten transports per day per unit, this is manageable in an urban environment due to the proximity of hospitals and multiple ambulances in the system. Further, 3,000 transports not only covers the cost of the ambulance, but likely generates enough revenue to offset lower volume ambulances in the system. Therefore, in higher volume systems busy ambulances generate a greater margin of cost recovery over slower ambulances. Conversely, the slower ambulances that generate less cost recovery provide for greater capacity in the system so there will be enough units to manage the system's call volume. In this scenario, a system with six ambulances may see three units running the majority of the transports at a higher margin of cost recovery while the remaining three units transport at a volume that is less than their cost of service. However, when combined the system's six units meet the system's transport demands at a reasonable cost recovery margin.

In Colusa, however, the current system relies on a single dedicated ambulance from Enloe. With transport volume often below 1,000 transports per year, this does not generate enough revenue to support the cost of the single Enloe ambulance. Currently, Enloe is operating at nearly a $200,000 deficit on an ongoing basis. It should be noted that when compared to other private ambulance providers, both for profit and non-profit, Enloe is at one of the lowest cost

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levels this consultant has seen. It is difficult to determine how long this arrangement can continue.

The second issue challenging the County's system is the reimbursement payer mix for those patients who are transported. The payer mix is based on four primary payers in the system. Medicare and Medi-Cal are primarily fixed reimbursement models with each paying a predetermined rate for services. Medicare has a cap of roughly $600 for an emergency transport and typically pays $460 as the covered benefit per transport. The balance becomes the responsibility of the patient; however, as most Medicare beneficiaries are retired and on a fixed income, it is common for the provider to write off the patient's portion of the bill. Likewise, the Medi-Cal program, both Fee for Service and Managed Care systems, pay even less than Medicare at roughly $155 per transport. While there is currently a supplemental program known as the Quality Assurance Fee (QAF), this program increases the total reimbursement to $339 per transport with one caveat being there is a tax that must be subtracted from the total reimbursement. Therefore, the actual reimbursement is greater than what was previously paid by Medi-Cal but still falls short of the full $339 per transport.

The third concern is the need to pull resources from outside the County when multiple calls are occurring within the County. Because there is only a single dedicated unit to Colusa, there are times when a second, or in some cases even a third, incident requires additional units to be called. This could also be a situation where one incident has created multiple patients who need emergency transport. As previously stated, the issue is not the management of the single EMS incident, but the system's inability to efficiently manage multiple incidents or multiple patients. There are times when an incident occurs that may not be life threatening but does require transport via ambulance. This is often the case and in a well sustainable system is not a problem; however, in a stressed system like Colusa it is a critical point. Systems should be

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designed to handle a single incident with capacity to manage multiple incidents at the same time. In these types of systems, the system needs only to focus on the incident at hand, even those incidents of a minor nature. Should a second incident occur of a more critical nature, crews can maintain control of the first incident while other first responders and ambulance units respond to the second call for service in a timely manner and without interruption to those crews working the first call for service. While not occurring multiple times per day on a regular basis, it does occur enough that the system is stretched to it limits. When these multiple incidents occur, it is common to request services from outside the County, such as Butte, Yolo, and, in some cases, Lake County. This creates long response times that, depending on the nature and severity of the patient's needs, can create a life-threatening scenario for the patient. As a side note to this, the impact to the first responders is that for every minute fire departments remain on scene waiting for an ambulance to arrive, they are not available to respond to other emergencies. Response to fires, accidents, and rescues are all time sensitive emergencies where response times often mean the difference between life and death to those involved.

The fourth obstacle is the inability to triage or prioritize the calls as they come into the dispatch center. There are multiple programs that allow a dispatcher to ask a series of questions to determine the nature of the incident and then prioritize the incident and send the most appropriate resource to the call. This triage system allows delaying a response to lower acuity calls and rapid response to higher acuity calls. This in itself builds capacity in the system.

Colusa County has a single primary PSAP that has served the County well for many years. Ideally, the dispatch center would hire additional call takers and dispatchers to provide call triage and prearrival instructions for medical incidents. This would significantly enhance

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officer safety as well as provide greater accountability for fireground operations. With this said, the County struggles to staff the 10 dispatch positions they currently have. There are only so many dollars available, which compounds this issue, and our elected officials and those who are responsible and accountable for the tax dollars have to make the hard decisions where those dollars are spent. While enhanced dispatch services would be optimal, it is not practical at this time.

These four issues are some of the higher priority items that impact a well-developed deployment of resources in an EMS system. The next step is to take a deep dive into developing a system of long-range plans to create a more robust EMS system.

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Focused Discussion of Challenges

With a basic understanding of the current system, we will breakdown each component and its impact to services.

Dispatch

Most high-performance systems rely on a well-integrated system encompassing all the major components from call initiation to completion of the call. This may be transport to an emergency facility or simply mitigating the emergency on scene. Most all incidents start with the call initiation as it comes into the dispatch center. In most cases when an emergency incident is recognized, a call is placed into the emergency services system via 9-1-1. A dispatcher answers the call and confirms the location of the emergency and the nature of the emergency. If the call is a fire, the dispatcher determines what is burning and sends the appropriate resources. If the emergency is medical in nature, the dispatcher can begin a series of questions to gain a better understanding of the medical situation. Based on the answers to the questions, the dispatcher can provide instructions to the caller to help the patient prior to the arrival of first responders and ambulance crews. These questions and subsequent instructions serve several purposes. The first is to help stabilize the emergency, such as instructing how to do CPR, clear an obstructed airway, stop bleeding, giving aspirin for chest pain, or just providing support to a child whose parent is ill. The second benefit is providing updates to first responders on the nature of the emergency, whether the patient is responding to the prearrival instructions, etc. A third benefit is it allows the dispatchers to prioritize the response of emergency units. There is no need to dispatch a fire engine and ambulance with lights and sirens to a person who has had leg pain for several days. An emergency response with lights and sirens is a dangerous activity. The National Transportation Safety Board (NTSB) has found there are an average of 30-50 people

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killed each year from collisions with ambulances. This does not include fire engines or law enforcement vehicles. However, there is a time and place where an emergency response is necessary and worth the risk. Another aspect to priority dispatching is the ability to start a response to an incident that has been determined to be a low acuity emergency. If a second incident is called into the PSAP and the dispatcher determines the second emergency has a greater need due to the nature of the incident, the dispatcher can now reroute the ambulance and first responders to the incident with a greater need, recontact the first caller, notify them of a longer response, and reassure the caller that help is on the way. This triage system is known as Emergency Medical Dispatching (EMD) is internationally recognized and is the standard across the country. The significant take-away from this is unless there is an approved EMD program, the PSAP is required to respond all units to the incident location in the same manner "Code 2" or "Code 3." Absent an approved program, any changes in response prior to arrival of first responders that results in a negative outcome to the patient lacks significant defense to a legal action.

Coordination of Dispatch Services

Best practices for dispatching of EMS services are detailed in National Fire Protection Agency (NFPA) 1221, which lays out parameters for dispatching EMS services. To illustrate the anatomy of the dispatch chain, a call is received via a 9-1-1 call either from a cell or landline phone. The call is received at the primary PSAP where the nature of the call is determined. The call can be transferred to a secondary PSAP or retained at the primary PSAP. A certified Emergency Medical Dispatcher begins interrogation of the caller, determining the location and nature of the emergency. Units are dispatched to the location while instructions are provided to the caller. Updates are received from the caller and passed on to responders. If the emergency

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is stabilized or another call comes into the PSAP, the EMD dispatcher can terminate the call to manage the second incident. This entire process typically takes less than two minutes.

Currently in Colusa County, there are multiple access points into the emergency system. The Colusa Sheriff's office is the County's primary PSAP. This dispatch center is often staffed with only a single dispatcher. In addition to the dispatching duties, they are also responsible for assisting with the jail's security and coordinating some, but not all, access points to the jail. They are responsible for all EMS and fire related incidents, as well as law enforcement dispatching. With a single person working all four tasks, there is little room to ensure officer safety, fire scene communications, and call taking. While this system has worked, it is clearly not optimal from a safety perspective.

During the 2019-20 legislative season, the Governor signed into law SB 438, "Emergency Medical Services: Dispatch." This bill was in response to varying levels and fragmentation of the dispatching of emergency services across the state. In 1973, the Warren 911 Act was designed to create a single three-digit statewide number to streamline the processing of requests for emergency services. Over time, private ambulance companies began dispatching ambulance and first responders to emergencies. This led, in some cases, to a reduction or complete elimination of the dispatching of first responders in favor of the private providers. SB 438 is designed to restore public safety dispatching to public safety dispatch centers in an attempt to better control the processing and management of emergency response. The bill requires that when a primary PSAP receives a call, that call can be transferred to a secondary PSAP for call processing and, when indicated, call triaging and prearrival instructions be provided to the caller. SB 438 states that the transfer of the call must be made to a public safety answering point to maintain integrity of the call processing. The only exemption to this is if an agency contracted

Attachment: Colusa County Ambulance Feasibility Study FINAL (8083 : AP Triton)

with a private dispatch center prior to January 2019. If so, they may continue to utilize the private dispatch center. SB 438 does not prevent an agency to contract with another PSAP or secondary PSAP to provide the call processing and dispatching of units. When ambulance services are needed in Colusa County, the County Sheriff PSAP requests Enloe Dispatch Center to facilitate the dispatching of the ambulance unit. Despite the fact that Enloe is capable and competent to provide complete EMD, they cannot be utilized to provide those services because the County did not have a contract with Enloe prior to January 2019.

The Arbuckle College City Fire Protection District has a bifurcated system that, depending on whether the caller uses a seven-digit number or the 9-1-1 system, the call is received by either the Yolo County dispatch center or the Colusa County Sheriff's PSAP. Arbuckle has chosen to pay for the services provided by the Yolo Dispatch Center which include full EMD services. However, there does exist a disparate level of service to the residents of Arbuckle as some will receive EMD services while others will simply receive a response based upon the number they dialed. As a result, those residents outside of Arbuckle also receive a disparate level of service compared to those who live in Arbuckle.

Please be aware that this discussion point is not to draw attention that Arbuckle College City operates differently than the remainder of the County, as they choose to pay for these services. The discussion point is that best practices suggest the well-coordinated system includes a well-planned and executed central point of contact countywide and a consistent deployment of resources. This concept is known as "pathway management" and promotes quicker and consistent distribution of resources to all County residents and visitors to Colusa County.

Attachment: Colusa County Ambulance Feasibility Study FINAL (8083 : AP Triton)

Ambulance Resources

As discussed in the 2020 study, the economics of healthcare financing are the same regardless of the healthcare service provided, meaning that healthcare is a consumer-based business. Emergency ambulance service is no exception. The expectation is that there is enough business within the system to fund the services. In most cases this is true, with many EMS systems open to competitive bidding as these contracts are extremely lucrative. However, like many rural counties throughout the country, the system itself does not support the cost of providing the services. A recent article in the Wall Street Journal profiled several states where rural ambulance providers have left areas completely unserved due to lack of funding. Enloe Ambulance has committed to providing a single 24-hour ambulance to Colusa County; however, when that unit is dispatched, it is no longer considered available in the system. This creates a dilemma to the system and neighboring counties. Until a unit arrives at the scene of the incident or without EMD triage of calls, any agency that cancels or changes the response to the incident assumes a huge liability. EMD provides a defense to the liability incurred with an emergency response. Therefore, when the second incident occurs outside of EMD, best practices would be to continue the first incident's response and start the second unit to the second incident to limit exposure to any agency.

Reliance on Outside Agencies

Current practice in the County is to rely on outside resources to support the lack of resources within Colusa County. Because the County has large unpopulated areas between populated areas, response times can be lengthy. In the case of Arbuckle, for example, a call generated in their jurisdictional area may have a quicker response time from an ambulance in neighboring Yolo County. In most cases, Yolo has no issue with sending a unit to the Arbuckle area; however, the units responding from Yolo are contractually obligated to meet certain

Attachment: Colusa County Ambulance Feasibility Study FINAL (8083 : AP Triton)

response time standards. When those units are available to respond, they not only transport the patient but also collect the revenue from the transport. When those units are unable to respond, it provides no benefit to the Colusa system. In addition to the obligation to Yolo County, the ambulance provider is held financially responsible for non-compliance to the Yolo County contract. Simply stated, ambulances will respond out of Yolo County into Colusa County only when there is little chance of compromising their compliance to the contract. The same holds true for the surrounding counties of Butte and Lake.

Impacts to First Responders

The backbone of every EMS system is first response. In most cases, the fire agencies which are dispatched along with the ambulance providers arrive prior to the ambulances. This is mainly due to the larger number of first responder units available in the system. This is the safety net to the public. Because they arrive prior to the ambulances, those first responders often can reduce the ambulance from a lights and sirens response to a slower response without lights and sirens, providing a safer response to the public and the ambulance crews. This, however,

increases the response times of the ambulance units and also allows those fire agencies to divert the ambulances to a higher acuity call for service. This is a good practice and should be encouraged, but due to the lack of ambulance units and the need to rely on outside providers, this requires first responders to remain on scene longer which, in turn, reduces capacity in the system. As Colusa County relies heavily on volunteer fire districts with reduced staffing during the day, any delays in ambulance response decreases resources to respond to other emergencies of various natures throughout the County. The goal should be to send the appropriate resources to the incident in the appropriate response mode, and address and mitigate the incident as quickly as possible to make the resources available for the next incident with the least amount of impact to the surrounding county providers. The lack of ambulance

Attachment: Colusa County Ambulance Feasibility Study FINAL (8083 : AP Triton)

resources reduces the ability of first responders to clear the incidents and return to a state of readiness for the next incident in the most timely manner.

Hospitals and Receiving Facilities

Hospitals play an important role in the overall system performance and capacity for emergency services deployment. SSV is responsible for not just the policies that govern the system's first responders and ambulance providers, but the hospitals as well. SSV's Policy #505 provides direction for transport and the process for considerations of patient destination. Policy 505 states, among other things, the following:

Policy 505

*A. In the absence of decisive factors to the contrary, EMS personnel shall transport emergency patients to the most accessible medical facility equipped, staffed, and prepared to receive emergency cases and administer emergency care appropriate to the needs of the patients. In determining the most accessible facility, **EMS personnel** shall take into consideration traffic obstructions, weather conditions, or similar factors which clearly affect transport time.*

Procedure 505

A. The most accessible medical facility shall ordinarily be the nearest licensed healthcare facility which maintains and operates a basic emergency department, except for the following circumstances:

*1. The base/modified base hospital may direct a patient be transported to a further acute care hospital equipped, staffed, and prepared to receive emergency cases, which in the judgment of the base/modified base hospital physician or MICN, is more appropriate to the medical needs of the patient. Such direction shall take into consideration the **prehospital provider's** time and/or travel limitations.*

Attachment: Colusa County Ambulance Feasibility Study FINAL (8083 : AP Triton)

B. (not pertinent)

C. When a patient, or their legally authorized representative, requests transportation to a hospital other than the most accessible, the request should be honored when prehospital EMS personnel and/or the base/modified base hospital determines that the condition of the patient permits such transport; ***except when prehospital EMS personnel determine that such transport would unreasonably remove the transport unit from the area. In such cases:***

1. Arrangements should be made for alternative transport if possible.

2. If such transport cannot be obtained without unacceptable delay, the patient may be transported to the nearest hospital capable of providing appropriate treatment.

While the above references are not all inclusive, they do provide the foundation for a modified prehospital deployment plan to build capacity in the system. This deployment will be discussed in detail later in this document. The term “prehospital EMS” describes the services prior to arrival at the emergency department. As we can plainly see, the hospitals are very much a part of the overall system and thus need to consider all aspects of the “system.” It is a collaboration mandated by policy between the hospitals, first responders, and ambulance providers as to the final disposition of the patent.

Community Awareness

While Colusa County is unique in many aspects, it is typical of most cities and counties across the country regardless of size in that the general public’s understanding of the emergency services and 9-1-1 systems is derived from numerous television shows and movies. Since the

Attachment: Colusa County Ambulance Feasibility Study FINAL (8083 : AP Triton)

inception of the 9-1-1 Warren Act, children have been taught to “call 9-1-1” when there is an emergency. Our television entertainment depicts a never- ending supply of first responders, paramedics, and ambulances to handle even the most complex incidents without delay. Nothing could be further from the truth, as system demand often exceeds system supply. Many cities, both rural and urban, have mechanisms in place to address high demand requests. Call triaging is the quickest and easiest method to address and prioritize lower acuity calls, but this is not possible without an approved EMD program at the dispatch center. Another way is through public education. This is often undertaken at the school level without first responders and ambulance crews. As we would never discourage the importance of school-based public education, the majority of callers activating the emergency services system are adults. Unlike children who are a captive audience, adults are not. Therefore, the opportunity to educate that particular population demographic is not realistic to a degree to have an impact on the system’s volume.

Attachment: Colusa County Ambulance Feasibility Study FINAL (8083 : AP Triton)

Summarizing System Challenges

Following the anatomy of an EMS incident can illustrate the challenges faced in the County.

- An emergency call for service is initiated by the public
- Call is received by any one of the access points (primary PSAP, Yolo, or Enloe)
- EMD may or may not be used and the caller may or may not receive pre-arrival instructions
- Tiered response by priority is not available
- First responders and ambulance are dispatched to the scene in the same manner regardless of the severity or nature of the illness or injury
- Until arrival of the first unit, the ambulance is committed to the call
- First responders are committed to the scene until released by the ambulance crew or the patient refuses service (leaving the scene prior to ambulance arrival is potentially patient abandonment)
- Transport is initiated by the ambulance in accordance with SSV policy
- First responders return to quarters for the next emergency
- Patient is delivered to the receiving Emergency Department
- Ambulance crew returns to quarters for the next call for service

This process works relatively well until there are multiple requests for service. This is where the system becomes challenged to meet demand. With only a single unit committed to the County, when a second call for service is received, unless there happens to an ambulance at an area hospital or returning to a base outside of the County such a Butte, it's the second call for service that triggers the dispatch of a unit into Colusa. This in itself is a delay in the system.

Attachment: Colusa County Ambulance Feasibility Study FINAL (8083 : AP Triton)

As 49% of the County is designated as agriculture, transportation throughout the County is often not a direct path, which adds to what is most likely an already extended response time. This delay contributes to the system overload through depletion as it now requires first responders to wait on scene longer for ambulance arrival. This reduces the number of units available to respond to other emergencies in the County and requires units from other jurisdictions to leave their normal response zones to provide services elsewhere, further depleting the County's normal response pattern and creating additional gaps in the system. Hospitals sometimes contribute to this by diverting ambulances to further destinations based on patient condition, which should always be based on the patient's best interest. This also contributes to system depletion by taking the ambulance further from the core in the County. While the SSV protocols allow and support that to occur in the interests of patient care, the policy also recognizes that when the system is depleted, that can override final patient destination. As there is only a single ambulance deployed in Colusa County, the simple dispatch of the only ambulance has created the very issue that Policy 505 has provisions to resolve. This in no way suggests that the hospitals are intentionally contributing to the delivery challenges, but more as a matter of usual practices by hospitals throughout the state.

Attachment: Colusa County Ambulance Feasibility Study FINAL (8083 : AP Triton)

Recommendations

Recommendations should be taken as best practices and not absolutes. Many of the recommendations will never be practical to implement and most should be categorized as short-term and long-term goals with the ultimate objective to create a sustainable system that can enhance the overall EMS system and provide for a safer community.

Dispatch

Best practices suggest that a single point of access is best for several reasons, paramount being constancy and continuity. The dispatch center would be best served to employ multiple personnel that can take the initial request for service, determine the nature of the emergency (law, fire, and medical), and via EMD provide pre-arrival instructions to the caller while another dispatcher can dispatch the incident and provide updates to responding crews. In addition to the benefits for EMS, having a minimum of two dispatchers provides for both fireground safety, as well as officer safety, by allowing the second dispatcher to focus on the needs of field units during critical incidents. Due to the need to hire additional personnel, training, and funding, this is a long-term goal.

- Cost based on staffing, training, and equipment upgrades: $500,000+/-
- Long-term goal

First Responders

First responders, primarily the various fire agencies, are impacted when on scene for long periods of time waiting on the ambulance response. Often, the dedicated ambulance to the County has long response times just because of the geography. When the ambulance is committed, the wait can be longer. Fire agencies within the County should consider participating in a “surge plan” that can be implemented when there are no services available in the County.

Attachment: Colusa County Ambulance Feasibility Study FINAL (8083 : AP Triton)

Using data from SSV and Enloe Ambulance, it is estimated that this surge would be needed to facilitate less than 100 transports per year. Assuming the availability of ambulances has been resolved, this is a short-term goal.

- Cost based on fuel, maintenance, insurance, and existing on duty-staffing: <$50,000
- Short-term goal

Dedicated Ambulances

During meetings with the Sheriff Dispatch Supervisor, Enloe Ambulance, and the County's Fire Chiefs, a general consensus was found among the group that when Enloe was financially able to provide two full-time units to the system, there were little if any issues surrounding a delay or lack of services. As was found in the 2020 study, the call volume and payer mix of the patients being transported does not generate sufficient revenue to support two ambulances. Furthermore, with changes in healthcare coverage Enloe Ambulance currently subsidizes the single dedicated ambulance by nearly $200,000 per year. It goes without saying that the economics of healthcare financing cannot resolve this problem by simply raising the rates for transport services. To achieve a long-term financial solution, it is imperative that the community become engaged and participate in finding a solution to the economic sustainability of two dedicated ambulances. Using the current costing structure, it is estimated that an additional $911,707 is needed in addition to the revenue currently being collected for transport services to support two full-time units. Thus, this is a long-term goal.

- Cost for two full-time units: $1,000,000 +/-
- Long-term goal

Attachment: Colusa County Ambulance Feasibility Study FINAL (8083 : AP Triton)

Hospitals

Area hospitals should recognize that once an ambulance has been dispatched in Colusa County there are no automatic move-ups being initiated. Therefore, the dispatching of the single unit creates a quasi-emergency due to the lack of units within the County. Known as Status Zero (0), there is no ambulance in the system. It would be prudent for the hospitals to take into consideration the exposure to negative outcomes for patients with long arrival and transport delays. Working closer with the ambulance crews would increase system capacity by reducing the time commitment for each patient transport. This would be a short-term goal.

- No cost
- Short-term goal

Public Awareness / Education

Education is rarely considered a bad thing. Outreach programs that help community members know when to use the 9-1-1 system and options for when not to activate the EMS system will help reduce unnecessary response by first responders. This builds capacity in the system. If this educational outreach results in fewer transports, there will be a corresponding reduction in reimbursement which then will drive up the cost needed to subsidize the system.

The “awareness” aspect should focus on educating the community to how fragile the County’s EMS system is and the potential danger to public safety it brings. The intent of a public awareness program will allow the taxpayers in the County to help direct the elected officials to address community concerns.

Attachment: Colusa County Ambulance Feasibility Study FINAL (8083 : AP Triton)

First Responder "Surge Plan"

Two meetings took place with the County's Fire Chiefs and the Assistant Sheriff and round table discussions revealed commonality with concerns of the overall system. All parties agreed that there were options that can be implemented to reduce wait time for ambulances and to provide a more rapid transport for patients. There are three primary providers that have stepped up to assist in supporting ambulance transport in Colusa County.

Maxwell Fire is a variably staffed fire department with limited resources. However, their commitment to the County was their ability to respond an ambulance when called upon without a commitment to times or days, due to their limited staffing during daytime hours. Therefore, their response is based on needs and requests. This unit should be considered a secondary use ambulance.

Colusa Fire is a 24-hour staffed department and has the ability to staff a unit with two people when called upon to provide services within their jurisdictional boundaries. If called upon to respond outside of the City of Colusa, the Chief has committed to responding their ambulance in a 15-mile radius from the center of their station. Based on a simple 15-mile radius, this new response zone would encompass roughly the Sutter County line to Grimes, portions of Arbuckle College City at Tule Road and I-5, Williams west to Camp/Schaad Road along Hwy 20, Maxwell west to Danley Road, I-5 to Delevan and north to Princeton, and is provided as a reference to the areas they could respond. The caveat to the out of Colusa City response is the Chief will respond a single person and the responding fire agency will be required to provide the EMT to attend to the patient.

Stonyford has agreed they will support the system with an alternate transport vehicle to facilitate patient movement to a landing zone for helicopter extractions and will also, when

Attachment: Colusa County Ambulance Feasibility Study FINAL (8083 : AP Triton)

needed, use this vehicle to meet a responding ambulance that may not be able to reach a patient in a remote location. They will not transport a patient to the hospital.

Stonyford is unique in that due to their remoteness, they rely heavily on helicopter transport. It is common that an ambulance and helicopter are dispatched simultaneously and allowed to respond until one or the other has arrived. This takes the ambulance out of the system for long periods of time. The County should adopt a policy that states that upon confirmation that the helicopter has launched, the ambulance should be released to return to provide coverage for the County. This will reduce the delay in returning coverage.

Dispatch Protocols

Early discussions brought up the concept of automatic dispatch criteria for when and how the surge plan could be automated and activated in a consistent manner. This would, in our opinion, be the optimum manner to reduce confusion and response times. The Chiefs, however, ultimately decided they would not commit to a standard but manage response on a day-by-day and incident-by-incident need.

Attachment: Colusa County Ambulance Feasibility Study FINAL (8083 : AP Triton)

Final Summary

Colusa County is challenged by a low call volume and a payer mix that cannot, in any manner, support more than a single ambulance. The unit provided by Enloe Ambulance and the revenue received from transports falls short of covering Enloe's cost of service and finds Enloe has subsidized this unit by nearly $200,000 per year. The 9-1-1 dispatch system is bifurcated in the County and provides for a disparate level of services depending on where the call comes from. The hospitals often direct transport to destinations that, while better for overall patient care, contribute to delays and coverage issues at times. The fire agencies can provide some stop gap measures to reduce the impact of the lack of ambulances in the County but are not capable of resolving the issues in its entirety. The LEMSA (SSV) has demonstrated their desire to assist in any way to help the overall situation to the extent they have approved alternate transport vehicles as well as even going so far as to allow non-EMT staff to assist in reducing the impact with transport. As stated throughout the document, a system with a single point of contact, EMD services, and multiple ambulances in the system with a robust surge plan would take the County to a modern level of services and provide a greater safety net for the residents and visitors. However, the system does not provide the revenue to support this level of modernization. The only realistic options to implement any or all of these changes relies on revenue over and above what the system can support. As such, we would recommend that County consider a series of public workshops to educate and inform the community of the current system and the risks it possesses, and receive input from the community as to the level of services they desire along with their tolerance to pay for these enhanced services in the form of a benefit assessment, sales tax, property/parcel tax, etc.

Colusa County provides not only an opportunity for people to live and enjoy a life style of rural living that many envy, but also provides an agricultural industry that extends far beyond

Attachment: Colusa County Ambulance Feasibility Study FINAL (8083 : AP Triton)

the county lines. However, the benefits of rural living also comes with risks and challenges. In the case of emergency ambulance services, it is imperative that the communities and residents understand the capabilities, as well as the limitations, of their system.

Attachment: Colusa County Ambulance Feasibility Study FINAL (8083 : AP Triton)

COUNTY OF COLUSA, CA **10.2**

Request For County Board of Supervisors Action

MEETING DATE: **December 14, 2021**

DEPARTMENT: **Board of Supervisors**

FROM: **Ann Nordyke**

SUBJECT: **Allocation of Prop 68 Per Capita Funding**

Select County projects for submission to the California Department of Parks and Recreation to be funded with the County's Prop 68 Per Capita allocation in the amount of $474,602; further Adopt a Resolution allocating $103,350 of the County's Prop 68 Per Capita funding to Arbuckle Parks & Recreation District.

Detailed Description/Background of request

June 5, 2018, voters approved California Proposition 68, the Parks, Environment and Water Bond. The measure authorized $4 billion in general obligation bonds for the creation and rehabilitation of state and local parks, natural resources protection projects, climate adaptation projects, water quality and supply projects, and flood protection projects. The County of Colusa received a non-competitive per capita allocation of $400,000 as a result of this proposition, and Arbuckle and Maxwell Park and Recreation Districts each received $177,952.

As detailed below the Board directed staff to solicit projects, and in May 2021 gave direction to staff to proceed with 3 projects. Unfortunately one of the three (non-motorized launch area) is unable to move forward in the process at this time due to land tenure requirements of the funding source, and the time frame in which we had to procure tenancy.

The Public Works Director has been advised that Maxwell Park and Recreation District will be requesting that their allocation of $177,952 be re-allocated to the County of Colusa for use at East Park Reservoir. This re-allocation process is allowed under the program guidelines. This additional funding gives the County $577,952 to distribute among the 2 remaining projects.

Staff recommends that the County submit applications for the ADA improvements and boat launch at East Park Reservoir in the amount of $474,602, and that the Board approve a resolution re-allocating $103,350 of our increased allocation to Arbuckle Park and Recreation District for use on their basketball court project.

Prior Board Action

On May 25, 2021 Direction given to staff to move forward with the following Projects and request detailed budgets as well as other potential funding sources and place on the August Agenda for further Board consideration.

- Arbuckle Parks & Recreation - basketball courts

- County of Colusa - ADA improvements and boat launch at East Park Reservoir
- County of Colusa-Sacramento River non-motorized launch areas

February 2, 2021 the Board adopted **Resolution No. 21-006** Approving Application(s) for Per Capita Grant Funds, and direction was given to staff to perform outreach to other eligible jurisdictions for possible projects and bring back to the Board for consideration.

Fiscal Impact/Funding Source

Potential 20% match required depending on project location.

Action for the Clerk

Obtain signatures on Resolution and email to Lydia.Willett@parks.ca.gov

ATTACHMENTS:

- Prop 68 fund request EP Res (1) (PDF)
- Reallocation Resolution (DOCX)
- Prop 68 Intent Letter - County of Colusa (DOC)

COLUSA COUNTY

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

Memorandum To: Colusa County Board of Supervisors

CC:

From: Michael J Azevedo, Director

Date: April 1, 2021

Subject: Prop 68 Per Capita Grant Funds – East Park Reservoir Project

As the manager of the recreational facilities at East Park Reservoir, I am proposing that a portion of the County's Prop 68 Per Capita Grant Funds be utilized on two projects within the facility. The first would be to construct handicap access to the concrete vault restrooms at East Park. This project would consist of installing 18 concrete handicap landing aprons, gravel parking stalls, and accompanying concrete travel pathways to the ADA compliant restrooms on both the Lodoga and Stonyford sides of the facility. The second proposed project is to install a concrete boat ramp on the Stonyford Side of the Reservoir.

My budgetary estimate of this work is $120,000 for the ADA improvements and $215,000 for the boat ramp; resulting in a total request of Prop 68 funds in the amount of $335,000. The entirety East Park area lies within a severely disadvantaged community, per the grants match determination website, and therefore will require no match from the County General Fund.

I believe these projects meet the intent of the funding in that it will address deficiencies within the park and enhance access to the outdoors for handicapped individuals, as well as serve an economically disadvantaged community.

Should the Board determine these projects to be worthy of submission to the State for consideration, I will work with the County Administrative Officer to ensure adequate technical plans are ready in time for submission.

Thank you for your consideration.

Attachment: Prop 68 fund request EP Res (1) (8081 : Allocation of Prop 68 Per Capita Funding)

RESOLUTION NO.

A RESOLUTION OF THE COLUSA COUNTY BOARD OF SUPERVISORS AUTHORIZING REALLOCATION OF A PORTION OF THEIR ALLOCATION WITH THE STATE OF CALIFORNIA FOR THE PER CAPITA GRANT PROGRAM UNDER THE CALIFORNIA DROUGHT, WATER, PARKS, CLIMATE, COASTAL PROTECTION, AND OUTDOOR ACCESS FOR ALL ACT OF 2018 TO THE ARBUCKLE PARKS AND RECREATION DISTRICT

WHEREAS, the County of Colusa desires to have a portion of their Proposition 68 Per Capita allocation re-allocated to the Arbuckle Parks and Recreation District; and

WHEREAS, the County of Colusa will enter into a Contract with the State of California to decrease the County's Per Capita Grant Fund allocation from $400,000 to $296,650 to reflect the pass through of $103,350 to the Arbuckle Parks and Recreation District.

NOW, THEREFORE BE IT RESOLVED, the Colusa County Board of Supervisors hereby, authorizes the reduction of their Per Capita Grant allocation in the amount of $103,350, and authorized these fund to be re-allocated to the Arbuckle Parks and Recreation District.

BE IT FURTHER RESOLVED, that the Director of Public Works is authorized to execute any contract or other document necessary to accomplish this reallocation provided it has been reviewed by County Counsel.

RESOLUTION PASSED AND ADOPTED this ___ day of _____, 2021 by the following vote:

AYES:

NOES:

ABSENT:

_____
Gary J. Evans, Board Chair

ATTEST: Wendy Tyler, Clerk of the Board of Supervisors

By _____, Deputy

APPROVED AS TO FORM:

_____
Richard Stout, County Counsel

Attachment: Reallocation Resolution [Revision 1] (8081 : Allocation of Prop 68 Per Capita Funding)

5-19-21

Dear County Board of Supervisors,

The Arbuckle Parks and Recreation District Board is greatly interested in receiving a portion of the County's Allocation of the Prop 68 funds. We are currently already working on improvements to the park with the Prop 68 funds allotted to our district and understand that we would need to provide the 25% match to receive the funds.

We started our Prop 68 project before the COVID pandemic and while the improvements that we have earmarked in our current project are all wonderful assets to the community, we have found that the needs of the community and the park have evolved. Our current project includes: a Memorial picnic structure with picnic tables, new soccer goals, new garbage cans, new dog pick up stations and development of bare land into a Tball field and parking lot. We have a very inspired list of projects and know that in the end we will need to make some tough decisions on what gets completed. Knowing that we most likely would not be able to complete all of the projects due to the rising cost of construction supplies and services we were sadden to realize that there was a great need for a basketball court in the community.

After COVID restrictions were partially lifted we saw a huge increase in the amount of people that came to our parks. Just two weeks ago, I counted over 250 people in Balfour Park playing soccer. We have all ages coming to our park to play. That night alone there were adult, Junior High and Elementary school teams practicing and playing. When we saw the increased use last summer I did some research and found that players that used to play on the grass at the schools were being told they could no longer be there. I bring this up because while the soccer, baseball and football players have all been able to use our park, the basketball players have nowhere to go. I have asked the schools and there are no plans to reopen the school grounds back to open use after all COVID restrictions are lifted. This creates a serious need for a basketball court that the public can use.

APRD would like to request funds to build a basketball court on the South end of Balfour Park. As currently designed it would have a total of 6 baskets so that it could host more than one group at a time.

Attachment: Prop 68 Intent Letter - County of Colusa (8081 : Allocation of Prop 68 Per Capita Funding)

If funds are still available we would also like to request funds to assist to the building of the storage building on the North end of the park.

Our district received funds from the nonprofit Arbuckle Parks and Recreation at its inception. Those funds were earmarked for park improvements. Before we started our Prop 68 project we had a balance of $76,261. With the use of these funds we will easily be able to make the commitment of the 25% match.

We are working diligently to improve our parks and feel that both of these projects would be an asset to not only the town of Arbuckle but the greater community that comes to use our park.

Thank you for your consideration. Please fell free to call me with any questions.

Mary Grimmer
APRD Manager
Aprd.mgrimmer@gmail.com
#530-723-2705

Attachment: Prop 68 Intent Letter - County of Colusa (8081 : Allocation of Prop 68 Per Capita Funding)

APRD Basketball Court Project Estimate Cost	
Ground Work:	
100' x 65' gravel pad	
Kill off and remove grasses and extra soil	
addition of gravel, level & Compact	
McCullough Exc.	4000
Gravel:	
100x65x.33 /27=80	
Butte Sand & Gravel - $475 x 6 loads	2850
Concrete Pad:	
94'x 60'	
Rough estimate 4-5" slab	
with #3 refor 24" on center	
Weston Buildings/Bjs Concrete	35000
Basketball Hoops	
Fixed Height, full size backboards	
homecourthoop.com	13500
Versacourt Tiles: Court Surfacing	
Cost of Tiles estimated at $4/sq ft	
94'x60' = 5640 sq ft	
Versacourt.com	23000
Security Lights	20000
Miscellaneous Costs	5000
Sprinklers, installing hoops, installing court tile	
	103350

Attachment: Prop 68 Intent Letter - County of Colusa (8081 : Allocation of Prop 68 Per Capita Funding)

COUNTY OF COLUSA, CA **13.1**

Request For County Board of Supervisors Action

MEETING DATE: **December 14, 2021**

DEPARTMENT: **County Counsel**

FROM: **Richard Stout**

SUBJECT: **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**

EXISTING LITIGATION - Conference with legal counsel pursuant to Government Code § 54956.9, subdivision (d)(1) concerning litigation that has been formally initiated. The case name is National Prescription Opiate Litigation, U.S. District Court, Northern District of Ohio, Case No. 1:17-md-02804-DAP

Detailed Description/Background of request
N/A

Prior Board Action
N/A

Fiscal Impact/Funding Source
N/A

Action for the Clerk
N/A

COUNTY OF COLUSA, CA **14.1**

Request For County Board of Supervisors Action

MEETING DATE:	**December 14, 2021**
DEPARTMENT:	**Community Development Department**
FROM:	**Greg Plucker**
SUBJECT:	**Adoption of a Zoning Amendment to Allow the Use of "Tiny Homes" as Accessory Dwelling Units (PD-21-03)**

Public Hearing, introduction by title only, and passage of an Ordinance adopting a CEQA Exemption and Zoning Text Amendment defining Tiny Homes (Park Trailers) as a type of permitted Accessory Dwelling Unit (PD-21-03).

DETAILED DESCRIPTION/BACKGROUND OF REQUEST

As the Board will recall, at your September 14, 2021 meeting, Community Development staff brought forth an informational report regarding the use of "Tiny Homes" (otherwise defined by the State as "Park Trailers")as a potential accessory (second) dwelling unit (Attachment #1). Tiny Homes are a type of recreational and are licensed by the Department of Motor Vehicles and are constructed pursuant to the American National Standards Institute (ANSI) and the National Fire Protection Standards (NFPS) design specifications.

Until recently the California Building Code did not recognize Tiny Homes as a type of legal dwelling unit. However, given the interest in using Tiny Homes as type of permanent residence, Appendix "Q" was adopted in the 2019 California Residential Code which established relaxed standards that a Tiny Home must meet in order to be considered a permanent habitable structure.

Community Development staff has prepared a Zoning Text Amendment that would define Tiny Homes as a type of permitted accessory dwelling unit. The Planning Commission has reviewed the issue and has recommended that the Board allow Tiny Homes as an accessory dwelling unit. Under the proposed definition, a Tiny Home accessory structure would have to meet the definition of a Tiny House in Appendix Q of the 2019 California Residential Code, have County approved utility services, have the wheels and tongue removed, be installed on a County approved foundation system, have typical residential design elements, and have skirting installed which screens the underside chassis and foundation system.

ANALYSIS:

General Plan and Zoning

The project is consistent with the General Plan in that it provides for additional housing opportunities and furthers one of the County's goals of providing a variety of housing opportunities to all economic sectors of the community:

> *Policy HO-12: Accommodate and encourage development of a full range of housing types in Colusa County.*

In respect to the zoning code, the proposed amendment is consistent with other areas of the zoning code and does not require additional amendments to the code. The installation of a Tiny Home would be subject to the normal *accessory* unit development standards in the zoning district it is located in and the special conditions of the text amendment (see attached Ordinance).

Surrounding Land Use and Compatibility

The amendment allowing the use of Tiny Homes would be compatible with surrounding land uses. Tiny Homes are similar in appearance to modular or mobile homes as opposed to other recreational vehicles such as fifth wheels and camp trailers. Considering the similarities between the Tiny Homes and mobile and modular homes, staff believes there are limited aesthetic differences between these types of housing. While a Tiny Home is smaller, they are designed very attractively. Therefore, the proposal is not considered to have significant impacts to surrounding land uses.

Planning Commission Recommendation

The Planning Commission held a Public Hearing on May 5, 2021. The Planning Commission concurred with staff's assessment of the project and voted to recommend approval of a Zoning Amendment to the Board of Supervisors. Attached is the Planning Commission's Staff Report and Resolution #21-005 recommending approval of the text amendment (Attachment #2).

SUMMARY

The Planning Commission and staff believe that the proposed zoning text amendment will allow for additional housing options for accessory dwelling units.

Prior Board Action

The Board considered the issue at its September 14, 2021 meeting.

Fiscal Impact/Funding Source

No impact is anticipated.

Action for the Clerk

Obtain the necessary signatures, publish the ordinance as required, and forward an

electronic signed copy to the Community Development Director.

ATTACHMENTS:

- Proposed Board Tiny Home Zoning Text Ordinance Amendment (DOCX)
- Attachment #1 Board September Packet Tiny Homes Presentation (PDF)
- Attachment #2 Planning Commission Resolution and Agenda Packet - Tiny Homes (PDF)
- 12-14-21 Notice of Public Hearing (PDF)

ORDINANCE NO. _____

AN ORDINANCE OF THE COLUSA COUNTY BOARD OF SUPERVISORS ADOPTING A CATEGORICAL EXEMPTION AND ZONING TEXT AMENDMENT (PD-21-03) TO ALLOW STATE DEFINED PARK TRAILERS (TINY HOMES) TO BE USED AS AN ACCESSORY DWELLING UNIT

THE BOARD OF SUPERVISORS OF THE COUNTY OF COLUSA ORDAINS AS FOLLOWS:

SECTION 1.

The provisions of this ordinance are exempt from the California Environmental Quality Act pursuant to Title 14, Article 19 of the California Code of Regulations The project is considered exempt from CEQA pursuant to Section 15305(a) Minor Alteration to Land Use Limitations because the project consists of adding a new allowable residential housing type which is considered a minor land use change.

SECTION 2.

Amends the zoning code of Colusa County by adding a new definition in Section 44.0.10 Definitions as follows:

Tiny Home. A Tiny Home is a structure that meets the definition of a Tiny House in Appendix Q of the 2019 California Residential Code. A Tiny Home (Park Trailer) located outside of a County and State approved Mobile Home and/or Special Occupancy Parks is considered an approved type of accessory dwelling unit if the following criteria are met:

(1) All utilities are connected to County approved systems under an issued County permit;

(2) The wheels and tongue are removed, and the structure is supported by a County approved foundation system for which a building permit has been issued;

(3) The exterior design shall include typical residential design elements so that the structure resembles a residential structure and not a recreational vehicle. Such design elements shall include but not limited to slope roofs, roof material, siding material, window details and the like to the satisfaction of the Community Development Director; and

(4) Skirting shall be installed which matches/complements the exterior of the structure and screens the underside chassis and foundation system to the satisfaction of the Community Development Director.

SECTION 3.

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.

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/

Attachment: Proposed Board Tiny Home Zoning Text Ordinance Amendment (6966 : Tiny House Zoning Amendment (PD-21-03))

Introduced and passed and adopted by the Board of Supervisors of the County of Colusa, State of California, on the _____ day of _____, 2021, by the following roll call vote:

AYES:

NOES:

ABSENT:

_____
Gary Evans, Chairperson
Board of Supervisors

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

APPROVED AS TO FORM:

By:_____,
Ann Nordyke, Chief Deputy Clerk

_____
Richard Stout, County Counsel

Attachment: Proposed Board Tiny Home Zoning Text Ordinance Amendment (6966 : Tiny House Zoning Amendment (PD-21-03))

COUNTY OF COLUSA, CA **7.1**

Request For County Board of Supervisors Action

MEETING DATE:	**September 14, 2021**
DEPARTMENT:	**Community Development Department**
FROM:	**Kent Johanns**
SUBJECT:	**Discussion of a Zoning Amendment to Allow the Use of "Tiny Homes" as Accessory Dwelling Units (PD -21-03)**

Discussion and potential direction regarding a Zoning Text Amendment Defining Tiny Homes (Park Trailers) as a type of permitted Accessory Dwelling Unit (PD-21-03).

DETAILED DESCRIPTION/BACKGROUND OF REQUEST

Community Development staff has received several inquiries regarding the use of "Tiny Homes", otherwise defined by the State as "Park Trailers", as an accessory (second) dwelling unit. The Department of Housing and Community Development (HCD) does not consider Tiny Homes to be an allowed type of permanent dwelling unless this type of structure is specifically allowed by local ordinance. Prior to bringing a formal zoning ordinance amendment to the Board for approval, staff is bringing the subject matter to the Board for any input and direction on allowing "Tiny Homes" (Park Trailers) as a type of permitted accessory dwelling unit. The amendment would apply to all zoning districts where an accessory dwelling unit is permitted.

Tiny Homes are a type of recreational vehicle that can be used as a Park Trailer. These structures are licensed by the Department of Motor Vehicles and are constructed pursuant to the American National Standards Institute (ANSI) and the National Fire Protection Standards (NFPS) design specifications. To be considered a Park Trailer by the State, it must meet the following standards:

- 400 square feet or less of gross floor area when set up (excluding loft) and does exceed 14 feet in width; and
- built on a single chassis.

Staff has provided a typical Tiny Home floor plan which meets minimum residential requirements (Attachment 1) and a photograph showing a Tiny Home elevation (Attachment 2) for the Boards review.

The California Building Code establishes minimum standards that a structure must meet in order to be considered a legal dwelling unit. In the past, these standards have excluded Tiny Homes. However, given the interest in using Tiny Homes as permanent

Attachment: Attachment #1 Board September Packet Tiny Homes Presentation (6966 : Tiny House Zoning Amendment (PD-21-03))

residences, Appendix "Q" was adopted in the 2019 California Residential Code which established relaxed standards that a Tiny Home must meet in order to be considered a habitable structure (Attachment 3).

Community Development staff has prepared a Zoning Text Amendment that would define Tiny Homes as a type of permitted accessory dwelling unit. The Planning Commission has reviewed the issue and has recommended that the Board allow Tiny Homes as an accessory dwelling unit. The proposed definition is below:

> *Tiny Home. A Tiny Home is a structure that meets the definition of a Tiny House in Appendix Q of the 2019 California Residential Code. A Tiny Home (Park Trailer) located outside of a County and State approved Mobile Home and/or Special Occupancy Parks is considered an approved type of accessory dwelling unit if the following criteria are met:*
>
> *(1) All utilities are connected to County approved systems under an issued County permit; and*
>
> *(2) The wheels and tongue are removed, and the structure is supported by a County approved foundation system for which a building permit has been issued; and*
>
> *(3) The exterior design shall include typical residential design elements so that the structure resembles a residential structure and not a recreational vehicle. Such design elements shall include but not limited to slope roofs, roof material, siding material, window details and the like to the satisfaction of the Community Development Director; and*
>
> *(4) Skirting shall be installed which matches/complements the exterior of the structure and screens the underside chassis and foundation system to the satisfaction of the Community Development Director.*

ANALYSIS:

General Plan and Zoning

The project is consistent with the General Plan in that it provides for additional housing opportunities and furthers one of the County's goals of providing a variety of housing opportunities to all economic sectors of the community:

> *Policy HO-12: Accommodate and encourage development of a full range of housing types in Colusa County.*

In respect to the zoning code, the proposed amendment is consistent with other areas

Attachment: Attachment #1 Board September Packet Tiny Homes Presentation (6966 : Tiny House Zoning Amendment (PD-21-03))

of the zoning code and does not require additional amendments to the code. The installation of a Tiny Home would be subject to the normal *accessory* unit development standards in the zoning district it is located in.

Surrounding Land Use and Compatibility

The amendment allowing the use of Tiny Homes would be compatible with surrounding land uses. Tiny Homes are similar in appearance to modular or mobile homes as opposed to other recreational vehicles such as fifth wheels and camp trailers. State law does not allow the County to distinguish between stick frame construction and mobile and modular homes and these forms of housing are permitted as of right in all zones allowing residential development. Considering the similarities between the Tiny Homes and mobile and modular homes, staff believes there are limited aesthetic differences between these types of housing. While a Tiny Home is smaller, they are designed very attractively. Therefore, the proposal is not considered to have significant impacts to surrounding land uses.

Planning Commission Recommendation

The Planning Commission held a Public Hearing on May 5. 2021. The Planning Commission concurred with staff's assessment of the project and voted to recommend approval of a Zoning Amendment to the Board of Supervisors. Attached is the Planning Commission's Staff Report and Resolution #21-005 recommending approval to the Board of Supervisors (Attachment 4).

SUMMARY

Staff believes that the proposed zoning text amendment will allow for additional housing options for accessory dwelling units. Staff recommends that the Board provide any input and, contingent upon favorable direction, staff would schedule a public hearing in the near future to consider the proposed ordinance.

Prior Board Action

None

Fiscal Impact/Funding Source

No impact is anticipated.

Action for the Clerk

ATTACHMENTS:

- Attachment 1 (Tiny House Floor Plan) (PDF)
- Attachment 2 (Tiny House Elevation) (PDF)
- Attachment 3 2019 California Building Code Appendix Q (PDF)
- Attachment 4 Planning Commission Staff Report and Resolution PD-21-03 (PDF) ***Separate Attachment - See Attachment #2***

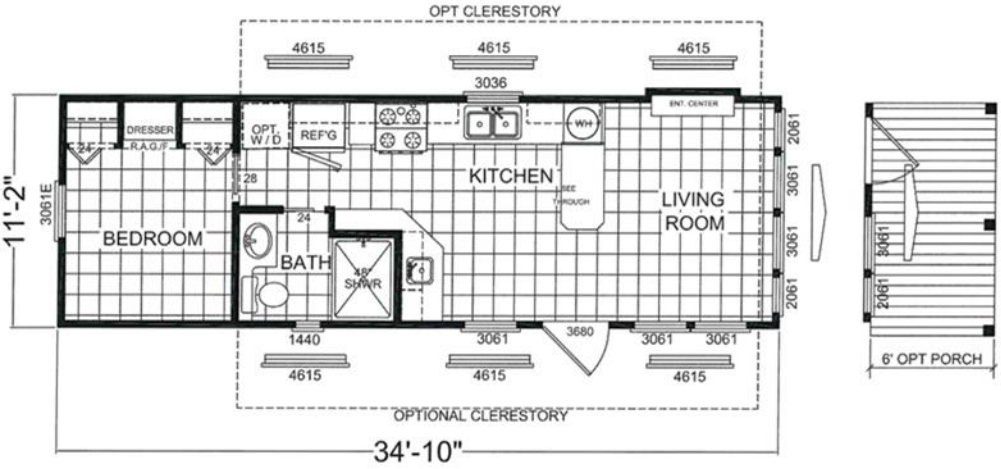
Attachment: Attachment #1 Board September Packet Tiny Homes Presentation (6966 : Tiny House Zoning Amendment (PD-21-03))

Attachment 1

PARK MODEL RV

Floor Plan Meeting

Appendix Q Standards



MODEL: **APH 528**

11'2" x 34'10" 399 Sq.Ft

1 Bedroom 1 Bathroom

Attachment: Attachment #1 Board September Packet Tiny Homes Presentation (6966 : Tiny House Zoning Amendment (PD-21-03))

Attachment 2

Tiny House Elevation



Attachment: Attachment #1 Board September Packet Tiny Homes Presentation (6966 : Tiny House Zoning

CALIFORNIA RESIDENTIAL CODE – MATRIX ADOPTION TABLE
APPENDIX Q – TINY HOUSES

(Matrix Adoption Tables are nonregulatory, intended only as an aid to the code user.
See Chapter 1 for state agency authority and building applications.)

Adopting agency	BSC	BSC-CG	SFM	HCD			DSA			OSHPD						BSCC	DPH	AGR	DWR	CEC	CA	SL	SLC
				1	2	1/AC	AC	SS	SS/CC	1	1R	2	3	4	5								
Adopt entire chapter				X	X																		
Adopt entire chapter as amended (amended sections listed below)																							
Adopt only those sections that are listed below																							
Chapter / Section																							

APPENDIX Q

TINY HOUSES

This provisions contained in this appendix are not mandatory unless specifically adopted by a state agency or referenced in the adopting ordinance.

User note:

About this appendix: *Appendix Q relaxes various requirements in the body of the code as they apply to houses that are 400 square feet in area or less. Attention is specifically paid to features such as compact stairs, including stair handrails and headroom, ladders, reduced ceiling heights in lofts and guard and emergency escape and rescue opening requirements at lofts.*

SECTION AQ101
GENERAL

AQ101.1 Scope. This appendix shall be applicable to tiny houses used as single dwelling units. Tiny houses shall comply with this code except as otherwise stated in this appendix.

SECTION AQ102
DEFINITIONS

AQ102.1 General. The following words and terms shall, for the purposes of this appendix, have the meanings shown herein. Refer to Chapter 2 of this code for general definitions.

EGRESS ROOF ACCESS WINDOW. A skylight or roof window designed and installed to satisfy the emergency escape and rescue opening requirements of Section R310.2.

LANDING PLATFORM. A landing provided as the top step of a stairway accessing a loft.

LOFT. A floor level located more than 30 inches (762 mm) above the main floor, open to the main floor on one or more sides with a ceiling height of less than 6 feet 8 inches (2032 mm) and used as a living or sleeping space.

TINY HOUSE. A dwelling that is 400 square feet (37 m^2) or less in floor area excluding lofts.

SECTION AQ103
CEILING HEIGHT

AQ103.1 Minimum ceiling height. Habitable space and hallways in tiny houses shall have a ceiling height of not less than 6 feet 8 inches (2032 mm). Bathrooms, toilet rooms and kitchens shall have a ceiling height of not less than 6 feet 4 inches (1930 mm). Obstructions including, but not limited to, beams, girders, ducts and lighting, shall not extend below these minimum ceiling heights.

Exception: Ceiling heights in lofts are permitted to be less than 6 feet 8 inches (2032 mm).

SECTION AQ104
LOFTS

AQ104.1 Minimum loft area and dimensions. Lofts used as a sleeping or living space shall meet the minimum area and dimension requirements of Sections AQ104.1.1 through AQ104.1.3.

AQ104.1.1 Minimum area. Lofts shall have a floor area of not less than 35 square feet (3.25 m^2).

AQ104.1.2 Minimum dimensions. Lofts shall be not less than 5 feet (1524 mm) in any horizontal dimension.

Attachment: Attachment #1 Board September Packet Tiny Homes Presentation (6966 : Tiny House Zoning Amendment (PD-21-03))

AQ104.1.3 Height effect on loft area. Portions of a loft with a sloped ceiling measuring less than 3 feet (914 mm) from the finished floor to the finished ceiling shall not be considered as contributing to the minimum required area for the loft.

Exception: Under gable roofs with a minimum slope of 6 units vertical in 12 units horizontal (50-percent slope), portions of a loft with a sloped ceiling measuring less than 16 inches (406 mm) from the finished floor to the finished ceiling shall not be considered as contributing to the minimum required area for the loft.

AQ104.2 Loft access. The access to and primary egress from lofts shall be of any type described in Sections AQ104.2.1 through AQ104.2.4.

AQ104.2.1 Stairways. Stairways accessing lofts shall comply with this code or with Sections AQ104.2.1.1 through AQ104.2.1.5.

AQ104.2.1.1 Width. Stairways accessing a loft shall not be less than 17 inches (432 mm) in clear width at or above the handrail. The width below the handrail shall be not less than 20 inches (508 mm).

AQ104.2.1.2 Headroom. The headroom in stairways accessing a loft shall be not less than 6 feet 2 inches (1880 mm), as measured vertically, from a sloped line connecting the tread or landing platform nosings in the middle of their width.

AQ104.2.1.3 Treads and risers. Risers for stairs accessing a loft shall be not less than 7 inches (178 mm) and not more than 12 inches (305 mm) in height. Tread depth and riser height shall be calculated in accordance with one of the following formulas:

1. The tread depth shall be 20 inches (508 mm) minus four-thirds of the riser height.
2. The riser height shall be 15 inches (381 mm) minus three-fourths of the tread depth.

AQ104.2.1.4 Landing platforms. The top tread and riser of stairways accessing lofts shall be constructed as a landing platform where the loft ceiling height is less than 6 feet 2 inches (1880 mm) where the stairway meets the loft. The landing platform shall be 18 inches to 22 inches (457 to 559 mm) in depth measured from the nosing of the landing platform to the edge of the loft, and 16 to 18 inches (406 to 457 mm) in height measured from the landing platform to the loft floor.

AQ104.2.1.5 Handrails. Handrails shall comply with Section R311.7.8.

AQ104.2.1.6 Stairway guards. Guards at open sides of stairways shall comply with Section R312.1.

AQ104.2.2 Ladders. Ladders accessing lofts shall comply with Sections AQ104.2.1 and AQ104.2.2.

AQ104.2.2.1 Size and capacity. Ladders accessing *lofts* shall have a rung width of not less than 12 inches (305 mm), and 10-inch (254 mm) to 14-inch (356 mm) spacing between rungs. Ladders shall be capable of supporting a 200-pound (75 kg) load on any rung. Rung spacing shall be uniform within $^{3}/_{8}$ inch (9.5 mm).

AQ104.2.2.2 Incline. Ladders shall be installed at 70 to 80 degrees from horizontal.

AQ104.2.3 Alternating tread devices. Alternating tread devices accessing lofts shall comply with Sections R311.7.11.1 and R311.7.11.2. The clear width at and below the handrails shall be not less than 20 inches (508 mm).

AQ104.2.4 Ships ladders. Ships ladders accessing lofts shall comply with Sections R311.7.12.1 and R311.7.12.2. The clear width at and below handrails shall be not less than 20 inches (508 mm).

AQ104.2.5 Loft guards. Loft guards shall be located along the open side of lofts. Loft guards shall be not less than 36 inches (914 mm) in height or one-half of the clear height to the ceiling, whichever is less.

SECTION AQ105
EMERGENCY ESCAPE AND RESCUE OPENINGS

AQ105.1 General. Tiny houses shall meet the requirements of Section R310 for emergency escape and rescue openings.

Exception: Egress roof access windows in lofts used as sleeping rooms shall be deemed to meet the requirements of Section R310 where installed such that the bottom of the opening is not more than 44 inches (1118 mm) above the loft floor, provided the egress roof access window complies with the minimum opening area requirements of Section R310.2.1.

Attachment: Attachment #1 Board September Packet Tiny Homes Presentation (6966 : Tiny House Zoning Amendment (PD-21-03))

RESOLUTION 21 - 005

A RESOLUTION OF THE COUNTY OF COLUSA PLANNING COMMISSION RECOMMENDING THAT THE BOARD OF SUPERVISORS ADOPT A CATEGORICAL EXEMPTION AND ZONING TEXT AMENDMENT (PD-21-03) ALLOWING THE USE OF TINY HOMES AS A ACCESSORY DWELLING UNIT

WHEREAS, a Zoning Text Amendment (PD-21-03) has been processed which would allow Tiny Homes, defined by the State as Park Trailers, to be used as a type of accessory dwelling unit;

WHEREAS, said application is consistent with General Plan Goals and Policies;

WHEREAS, Colusa County is the Lead Agency under the California Environmental Quality Act (CEQA) for the project and has determined that a Categorical Exemption is appropriate for the proposed project; and

WHEREAS, a Notice of Intent to adopt the proposed the CEQA Exemption and a Public Hearing Notice for the proposed Zoning Text Amendment (PD-21-02 was noticed and published in accordance with all applicable requirements;

WHEREAS, in accordance with California Government Code sections 65358 and 65850 et seq., the Colusa County Planning Commission conducted a public hearing on the proposed Zoning Text Amendment on May 5, 2021;

WHEREAS, during said hearing, the Planning Commission considered the requested application, the Planning Unit staff report, and all comments and evidence submitted into evidence at the hearing and staff's proposed environmental determination.

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission, based on its analysis of all evidence and testimony considered at the public hearing, makes the following findings:

1. The proposed project will not impair the integrity and character of the applicable zoning districts where Tiny Homes would be allowed and 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; and

2. The project would not be incompatible with surrounding land uses.

BE IT FURTHER RESOLVED that the Planning Commission makes the following recommendations to the Colusa County Board of Supervisors:

1. Adopt a CEQA Exemption and in doing so:

   A. Find the Categorical Exemption reflect the independent judgment and analysis of the County, which is the lead agency.

Attachment: Attachment #2 Planning Commission Resolution and Agenda Packet - Tiny Homes (6966 : Tiny House Zoning Amendment (PD-21-

B. The Planning Commission adopts a Categorical Exemption from CEQA pursuant to Section 15305(a) Minor Alteration to Land Use Limitations because the project consists of a text amendment to the zoning ordinance

2. Adopt and pass Zoning Text Amendment (PD-21-03) by adopting the draft Zoning Text Amendment as shown on Exhibit "A".

PASSED AND ADOPTED by the Colusa County Planning Commission, State of California, this 5th day of May 2021, by the following vote:

AYES: Commissioners Kirk Pendleton, Dave McCullough, Gail Beduhn, John Troughton, Jr. and Barry Morrell.

NOES: None.

ABSENT: None.

Barry Morrell, Chair
Planning Commission

ATTEST: Greg Plucker
Secretary to the Planning Commission
Director of the Community Development Department

Melissa Kitts, Deputy Clerk

APPROVED AS TO FORM

Jennifer K. Sutton, Senior Deputy
County Counsel

Attachment: Attachment #2 Planning Commission Resolution and Agenda Packet - Tiny Homes (6966 : Tiny House Zoning Amendment (PD-21-

EXHIBIT "A"
ZA #21-02 MAP AMENDMENT BOARD OF SUPERVISORS

ORDINANCE NO. _____

AN ORDINANCE OF THE COLUSA COUNTY BOARD OF SUPERVISORS ADOPTING A CATEGORICAL EXEMPTION AND ZONING TEXT AMENDMENT (PD-21-03) TO ALLOW STATE DEFINED PARK TRAILERS (TINY HOMES) TO BE USED AS AN ACCESSORY DWELLING UNIT

THE BOARD OF SUPERVISORS OF THE COUNTY OF COLUSA ORDAINS AS FOLLOWS:

SECTION 1.

The provisions of this ordinance are exempt from the California Environmental Quality Act. CEQA pursuant to Title 14, Article 19 of the California Code of Regulations The project is considered exempt from CEQA pursuant to Section 15305(a) Minor Alteration to Land Use Limitations because the project consists of a adding a new allowable residential housing type which is considered a minor land use change.

SECTION 2.

Amends the zoning code of Colusa County by adding a new definition in Section 44.0.10 Definitions as follows:

Tiny Home. A Tiny Home is a structure that meets the definition of a Tiny House in Appendix Q of the 2019 California Residential Code. A Tiny Home (Park Trailer) located outside of a County and State approved Mobile Home and/or Special Occupancy Parks is considered an approved type of accessory dwelling unit if the following criteria are met:

(1) All utilities are connected to County approved systems under an issued County permit;

(2) The wheels and tongue are removed, and the structure is supported by a County approved foundation system for which a building permit has been issued; and

(3) Skirting shall be installed which matches/complements the exterior of the structure and screens the underside chassis and foundation system to the satisfaction of the Community Development Director.

SECTION 3.

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.

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Attachment: Attachment #2 Planning Commission Resolution and Agenda Packet - Tiny Homes (6966 : Tiny House Zoning Amendment (PD-21-

EXHIBIT "A"
ZA #21-02 MAP AMENDMENT BOARD OF SUPERVISORS

Introduced and passed and adopted by the Board of Supervisors of the County of Colusa, State of California, on the _____ day of _____, 2021, by the following roll call vote:

AYES:

NOES:

ABSENT:

_____
Gary Evans, Chairperson
Board of Supervisors

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

By:_____,
Ann Nordyke, Chief Deputy

APPROVED AS TO FORM:

_____
David Prentice, Interim County Counsel

Attachment: Attachment #2 Planning Commission Resolution and Agenda Packet - Tiny Homes (6966 : Tiny House Zoning Amendment (PD-21-

Planning Commission
546 Jay Street, Suite 108
Colusa, CA 95932

SCHEDULED

Meeting: 05/05/21 09:00 AM
Department: Planning Commission
Category: Public Hearing
Prepared By: Kent Johanns
Initiator: Greg Plucker
Sponsors:
DOC ID: 6537

PLANNING COMMISSION (ID # 6537)

Detail

Applicant: Colusa County
General Plan: Agriculture General (AG), Agriculture Transition (AT), Agriculture Upland (AU), Forest Lands (FL), Mixed Use (MU), Rural Residential (RR), Rural Service Center (RSC), Urban Residential (UR)

File: PD-21-03
Zoning: Agricultural Transition (A-T), Rural Services (R-S), Mixed Use (MU), Forest Residential (F-R), Foothill Agriculture (F-A), Exclusive Agriculture (E-A), Upland Conservation (U-C), Upland Transition (U-T), Rural Residential (R-R), Residential Single Family (R-1-6), Residential Single Family (R-1-8), Residential Two Family (R-2), Highway Service Commercial (C-H)

Formal Title / Summary

Resolution Recommending that the Board of Supervisors adopt a CEQA Exemption and a Zoning Text Amendment For Tiny Home/Park Trailers

Action Requested

Public Hearing and adoption of a Resolution recommending that the Board of Supervisors adopt a Categorical Exemption and approve a Zoning Text Amendment Defining Tiny Homes (Park Trailers) as a type of Accessory Dwelling Unit (PD-21-03).

DETAILED DESCRIPTION/BACKGROUND OF REQUEST

Community Development staff has received several inquiries regarding the use of "Tiny Homes", otherwise defined by the State as "Park Trailers", as a dwelling unit. The Department of Housing and Community Development (HCD) does not consider Tiny Homes to be a type of permanent dwelling unless this type of structure is specifically allowed by a local ordinance. The proposed Zoning Text Amendment (PD-21-03) would define Tiny Homes (Park Trailers) as a type of permitted accessory dwelling unit.

APNs:

Various

LOCATION:

The amendment would apply to all zoning districts where an accessory dwelling unit is

Attachment: Attachment #2 Planning Commission Resolution and Agenda Packet - Tiny Homes (6966 : Tiny House Zoning Amendment (PD-21-

Attachment: Attachment #2 Planning Commission Resolution and Agenda Packet - Tiny Homes (6966 : Tiny House Zoning Amendment (PD-21-

permitted.

PROJECT DESCRIPTION:

Tiny Homes are a type of recreational vehicle that can be used as a Park Trailer. These structures are licensed by the Department of Motor Vehicles and are constructed pursuant to the American National Standards Institute (ANSI) and the National Fire Protection Standards (NFPS) design specifications. To be considered a Park Trailer by the State, it must meet the following standards:

- 400 square feet or less of gross floor area when set up (excluding loft) and does exceed 14 feet in width; and
- built on a single chassis.

The California Building Code establishes minimum standards that a structure must meet in order to be considered a legal dwelling unit. In the past, these standards have excluded Tiny Homes. However, given the interest in using Tiny Homes as permanent residence, Appendix "Q" was adopted in the 2019 California Residential Code which established relaxed standards that a Tiny Home must meet in order to be considered a habitable structure (Attached).

Community Development staff has prepared a Zoning Text Amendment that would define Tiny Homes as a type of permitted accessory dwelling unit. The proposed definition is as follows:

> *Tiny Home. A Tiny Home is a structure that meets the definition of a Tiny House in Appendix Q of the 2019 California Residential Code. A Tiny Home (Park Trailer) located outside of a County and State approved Mobile Home and/or Special Occupancy Parks is considered an approved type of accessory dwelling unit if the following criteria are met:*
>
> *(1) All utilities are connected to County approved systems under an issued County permit;*
>
> *(2) The wheels and tongue are removed, and the structure is supported by a County approved foundation system for which a building permit has been issued; and*
>
> *(3) Skirting shall be installed which matches/complements the exterior of the structure and screens the underside chassis and foundation system to the satisfaction of the Community Development Director.*

ANALYSIS:

Attachment: Attachment #2 Planning Commission Resolution and Agenda Packet - Tiny Homes (6966 : Tiny House Zoning Amendment (PD-21-

General Plan and Zoning

The project is consistent with the General Plan in that it provides for additional housing opportunities and furthers one of the County's goals of providing a variety of housing opportunities to all economic sectors of the community:

> *Policy HO-12: Accommodate and encourage development of a full range of housing types in Colusa County.*

In respect to the zoning code, the proposed amendment is consistent with other areas of the zoning code and does not require additional amendments to the code. The installation of a Tiny Home would be subject to the normal *accessory* unit development standards in the zoning district it is located in.

Surrounding Land Use and Compatibility

The amendment allowing the use of Tiny Homes would be compatible with surrounding land uses. Tiny Homes are similar in appearance to modular or mobile homes as opposed to other recreational vehicles such as fifth wheels and camp trailers. State law does not allow the County to distinguish between stick frame construction and mobile and modular homes and these forms of housing are permitted as of right in all zones allowing residential development. Considering the similarities between the Tiny Homes and mobile and modular homes, staff believes there are limited aesthetic differences between these types of housing. While a Tiny Home is smaller, they are designed very attractively. Therefore, the proposal is not considered to have significant impacts to surrounding land uses.

Issues and Concerns

No issues or concerns were identified.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

The project consists of a adding a definition to the zoning code allowing a Tiny Homes to be utilized as an accessory dwelling unit. The project is considered exempt from CEQA pursuant to Section 15305(a) Minor Alteration to Land Use Limitations because the project consists of a adding a new allowable residential housing type.

SUMMARY

Staff believes that the proposed zoning text amendment will allow for additional housing options for accessory dwelling units. No significant impacts to the environment are anticipated. Based upon the totality of the record, staff is recommending the Planning Commission recommend approval of the proposed text amendment to the Board of Supervisors by approving the attached resolution.

RESOLUTION 21 - _____

A RESOLUTION OF THE COUNTY OF COLUSA PLANNING COMMISSION RECOMMENDING THAT THE BOARD OF SUPERVISORS ADOPT A CATEGORICAL EXEMPTION AND ZONING TEXT AMENDMENT (PD-21-03) ALLOWING THE USE OF TINY HOMES AS A ACCESSORY DWELLING UNIT

WHEREAS, a Zoning Text Amendment (PD-21-03) has been processed which would allow Tiny Homes, defined by the State as Park Trailers, to be used as a type of accessory dwelling unit;

WHEREAS, said application is consistent with General Plan Goals and Policies;

WHEREAS, Colusa County is the Lead Agency under the California Environmental Quality Act (CEQA) for the project and has determined that a Categorical Exemption is appropriate for the proposed project; and

WHEREAS, a Notice of Intent to adopt the proposed the CEQA Exemption and a Public Hearing Notice for the proposed Zoning Text Amendment (PD-21-02 was noticed and published in accordance with all applicable requirements;

WHEREAS, in accordance with California Government Code sections 65358 and 65850 et seq., the Colusa County Planning Commission conducted a public hearing on the proposed Zoning Text Amendment on May 5, 2021;

WHEREAS, during said hearing, the Planning Commission considered the requested application, the Planning Unit staff report, and all comments and evidence submitted into evidence at the hearing and staff's proposed environmental determination.

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission, based on its analysis of all evidence and testimony considered at the public hearing, makes the following findings:

1. The proposed project will not impair the integrity and character of the applicable zoning districts where Tiny Homes would be allowed and 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; and

2. The project would not be incompatible with surrounding land uses.

BE IT FURTHER RESOLVED that the Planning Commission makes the following recommendations to the Colusa County Board of Supervisors:

1. Adopt a CEQA Exemption and in doing so:

   A. Find the Categorical Exemption reflect the independent judgment and analysis of the County, which is the lead agency.

Attachment: Attachment #2 Planning Commission Resolution and Agenda Packet - Tiny Homes (6966 : Tiny House Zoning Amendment (PD-21-

B. The Planning Commission adopts a Categorical Exemption from CEQA pursuant to Section 15305(a) Minor Alteration to Land Use Limitations because the project consists of a text amendment to the zoning ordinance

2. Adopt and pass Zoning Text Amendment (PD-21-03) by adopting the draft Zoning Text Amendment as shown on Exhibit "A".

PASSED AND ADOPTED by the Colusa County Planning Commission, State of California, this 5th day of May 2021, by the following vote:

AYES:

NOES:

ABSENT:

_____
Barry Morrell, Chair
Planning Commission

ATTEST: Greg Plucker
Secretary to the Planning Commission
Director of the Community Development Department

_____
Melissa Kitts, Deputy Clerk

APPROVED AS TO FORM

_____
Jennifer K. Sutton, Senior Deputy
County Counsel

Attachment: Attachment #2 Planning Commission Resolution and Agenda Packet - Tiny Homes (6966 : Tiny House Zoning Amendment (PD-21-

EXHIBIT "A"
ZA #21-02 MAP AMENDMENT BOARD OF SUPERVISORS

ORDINANCE NO. _____

AN ORDINANCE OF THE COLUSA COUNTY BOARD OF SUPERVISORS ADOPTING A CATEGORICAL EXEMPTION AND ZONING TEXT AMENDMENT (PD-21-03) TO ALLOW STATE DEFINED PARK TRAILERS (TINY HOMES) TO BE USED AS AN ACCESSORY DWELLING UNIT

THE BOARD OF SUPERVISORS OF THE COUNTY OF COLUSA ORDAINS AS FOLLOWS:

SECTION 1.

The provisions of this ordinance are exempt from the California Environmental Quality Act. CEQA pursuant to Title 14, Article 19 of the California Code of Regulations The project is considered exempt from CEQA pursuant to Section 15305(a) Minor Alteration to Land Use Limitations because the project consists of a adding a new allowable residential housing type which is considered a minor land use change.

SECTION 2.

Amends the zoning code of Colusa County by adding a new definition in Section 44.0.10 Definitions as follows:

Tiny Home. A Tiny Home is a structure that meets the definition of a Tiny House in Appendix Q of the 2019 California Residential Code. A Tiny Home (Park Trailer) located outside of a County and State approved Mobile Home and/or Special Occupancy Parks is considered an approved type of accessory dwelling unit if the following criteria are met:

(1) All utilities are connected to County approved systems under an issued County permit;

(2) The wheels and tongue are removed, and the structure is supported by a County approved foundation system for which a building permit has been issued; and

(3) Skirting shall be installed which matches/complements the exterior of the structure and screens the underside chassis and foundation system to the satisfaction of the Community Development Director.

SECTION 3.

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.

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Attachment: Attachment #2 Planning Commission Resolution and Agenda Packet - Tiny Homes (6966 : Tiny House Zoning Amendment (PD-21-

EXHIBIT "A"
ZA #21-02 MAP AMENDMENT BOARD OF SUPERVISORS

Introduced and passed and adopted by the Board of Supervisors of the County of Colusa, State of California, on the _____ day of _____, 2021, by the following roll call vote:

AYES:

NOES:

ABSENT:

_____
Gary Evans, Chairperson
Board of Supervisors

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

APPROVED AS TO FORM:

By:_____,
Ann Nordyke, Chief Deputy

_____
David Prentice, Interim County Counsel

Attachment: Attachment #2 Planning Commission Resolution and Agenda Packet - Tiny Homes (6966 : Tiny House Zoning Amendment (PD-21-

Attachment: Attachment #2 Planning Commission Resolution and Agenda Packet - Tiny House Zoning Amendment (PD-21-6966 : Tiny Homes)

CALIFORNIA RESIDENTIAL CODE – MATRIX ADOPTION TABLE
APPENDIX Q – TINY HOUSES

(Matrix Adoption Tables are nonregulatory, intended only as an aid to the code user.
See Chapter 1 for state agency authority and building applications.)

Adopting agency	BSC	BSC-CG	SFM	HCD			DSA			OSHPD						BSCC	DPH	AGR	DWR	CEC	CA	SL	SLC
				1	2	1/AC	AC	SS	SS/CC	1	1R	2	3	4	5								
Adopt entire chapter				X	X																		
Adopt entire chapter as amended (amended sections listed below)																							
Adopt only those sections that are listed below																							
Chapter / Section																							

APPENDIX Q

TINY HOUSES

This provisions contained in this appendix are not mandatory unless specifically adopted by a state agency or referenced in the adopting ordinance.

User note:

About this appendix: *Appendix Q relaxes various requirements in the body of the code as they apply to houses that are 400 square feet in area or less. Attention is specifically paid to features such as compact stairs, including stair handrails and headroom, ladders, reduced ceiling heights in lofts and guard and emergency escape and rescue opening requirements at lofts.*

SECTION AQ101
GENERAL

AQ101.1 Scope. This appendix shall be applicable to tiny houses used as single dwelling units. Tiny houses shall comply with this code except as otherwise stated in this appendix.

SECTION AQ102
DEFINITIONS

AQ102.1 General. The following words and terms shall, for the purposes of this appendix, have the meanings shown herein. Refer to Chapter 2 of this code for general definitions.

EGRESS ROOF ACCESS WINDOW. A skylight or roof window designed and installed to satisfy the emergency escape and rescue opening requirements of Section R310.2.

LANDING PLATFORM. A landing provided as the top step of a stairway accessing a loft.

LOFT. A floor level located more than 30 inches (762 mm) above the main floor, open to the main floor on one or more sides with a ceiling height of less than 6 feet 8 inches (2032 mm) and used as a living or sleeping space.

TINY HOUSE. A dwelling that is 400 square feet (37 m^2) or less in floor area excluding lofts.

SECTION AQ103
CEILING HEIGHT

AQ103.1 Minimum ceiling height. Habitable space and hallways in tiny houses shall have a ceiling height of not less than 6 feet 8 inches (2032 mm). Bathrooms, toilet rooms and kitchens shall have a ceiling height of not less than 6 feet 4 inches (1930 mm). Obstructions including, but not limited to, beams, girders, ducts and lighting, shall not extend below these minimum ceiling heights.

Exception: Ceiling heights in lofts are permitted to be less than 6 feet 8 inches (2032 mm).

SECTION AQ104
LOFTS

AQ104.1 Minimum loft area and dimensions. Lofts used as a sleeping or living space shall meet the minimum area and dimension requirements of Sections AQ104.1.1 through AQ104.1.3.

AQ104.1.1 Minimum area. Lofts shall have a floor area of not less than 35 square feet (3.25 m^2).

AQ104.1.2 Minimum dimensions. Lofts shall be not less than 5 feet (1524 mm) in any horizontal dimension.

AQ104.1.3 Height effect on loft area. Portions of a loft with a sloped ceiling measuring less than 3 feet (914 mm) from the finished floor to the finished ceiling shall not be considered as contributing to the minimum required area for the loft.

Exception: Under gable roofs with a minimum slope of 6 units vertical in 12 units horizontal (50-percent slope), portions of a loft with a sloped ceiling measuring less than 16 inches (406 mm) from the finished floor to the finished ceiling shall not be considered as contributing to the minimum required area for the loft.

AQ104.2 Loft access. The access to and primary egress from lofts shall be of any type described in Sections AQ104.2.1 through AQ104.2.4.

AQ104.2.1 Stairways. Stairways accessing lofts shall comply with this code or with Sections AQ104.2.1.1 through AQ104.2.1.5.

AQ104.2.1.1 Width. Stairways accessing a loft shall not be less than 17 inches (432 mm) in clear width at or above the handrail. The width below the handrail shall be not less than 20 inches (508 mm).

AQ104.2.1.2 Headroom. The headroom in stairways accessing a loft shall be not less than 6 feet 2 inches (1880 mm), as measured vertically, from a sloped line connecting the tread or landing platform nosings in the middle of their width.

AQ104.2.1.3 Treads and risers. Risers for stairs accessing a loft shall be not less than 7 inches (178 mm) and not more than 12 inches (305 mm) in height. Tread depth and riser height shall be calculated in accordance with one of the following formulas:

1. The tread depth shall be 20 inches (508 mm) minus four-thirds of the riser height.
2. The riser height shall be 15 inches (381 mm) minus three-fourths of the tread depth.

AQ104.2.1.4 Landing platforms. The top tread and riser of stairways accessing lofts shall be constructed as a landing platform where the loft ceiling height is less than 6 feet 2 inches (1880 mm) where the stairway meets the loft. The landing platform shall be 18 inches to 22 inches (457 to 559 mm) in depth measured from the nosing of the landing platform to the edge of the loft, and 16 to 18 inches (406 to 457 mm) in height measured from the landing platform to the loft floor.

AQ104.2.1.5 Handrails. Handrails shall comply with Section R311.7.8.

AQ104.2.1.6 Stairway guards. Guards at open sides of stairways shall comply with Section R312.1.

AQ104.2.2 Ladders. Ladders accessing lofts shall comply with Sections AQ104.2.1 and AQ104.2.2.

AQ104.2.2.1 Size and capacity. Ladders accessing *lofts* shall have a rung width of not less than 12 inches (305 mm), and 10-inch (254 mm) to 14-inch (356 mm) spacing between rungs. Ladders shall be capable of supporting a 200-pound (75 kg) load on any rung. Rung spacing shall be uniform within $^3/_8$ inch (9.5 mm).

AQ104.2.2.2 Incline. Ladders shall be installed at 70 to 80 degrees from horizontal.

AQ104.2.3 Alternating tread devices. Alternating tread devices accessing lofts shall comply with Sections R311.7.11.1 and R311.7.11.2. The clear width at and below the handrails shall be not less than 20 inches (508 mm).

AQ104.2.4 Ships ladders. Ships ladders accessing lofts shall comply with Sections R311.7.12.1 and R311.7.12.2. The clear width at and below handrails shall be not less than 20 inches (508 mm).

AQ104.2.5 Loft guards. Loft guards shall be located along the open side of lofts. Loft guards shall be not less than 36 inches (914 mm) in height or one-half of the clear height to the ceiling, whichever is less.

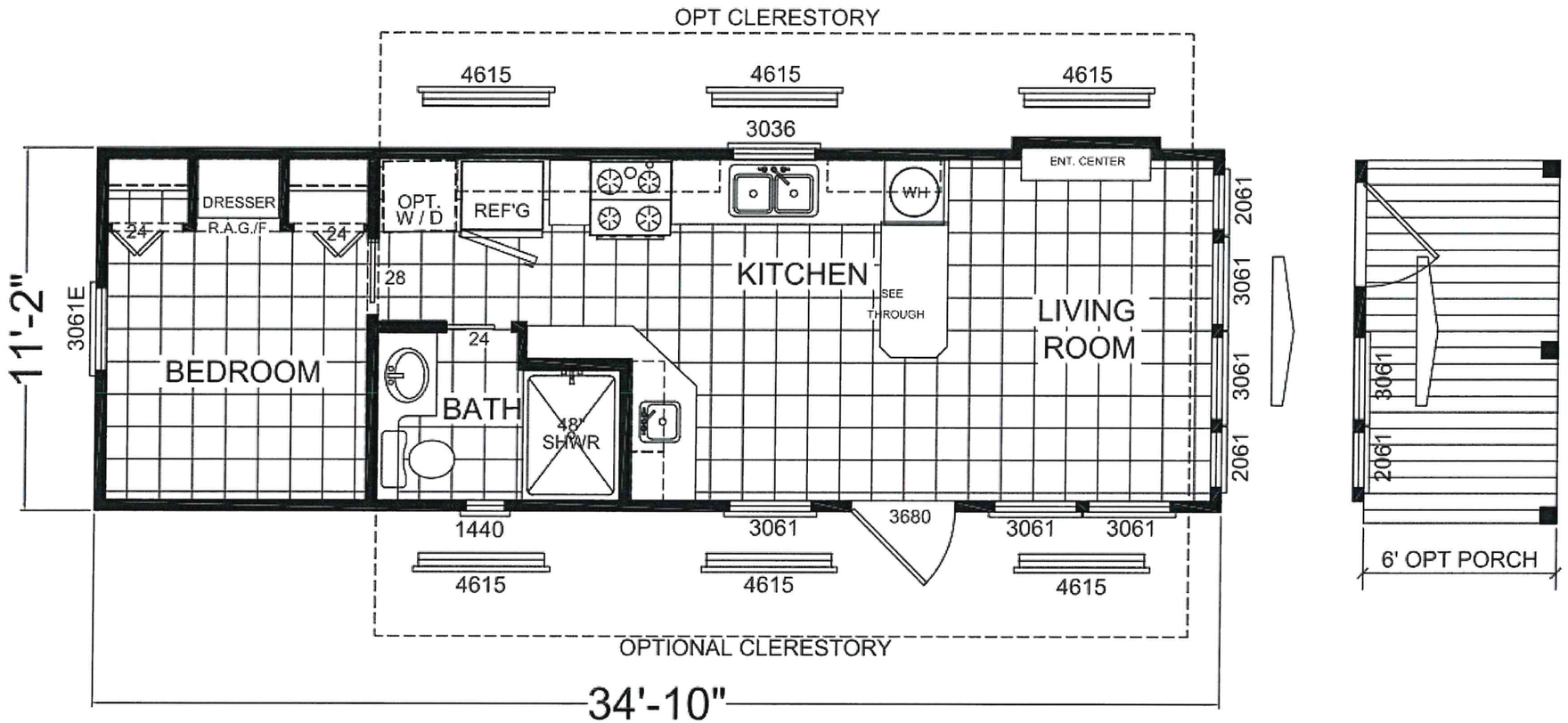
SECTION AQ105
EMERGENCY ESCAPE AND RESCUE OPENINGS

AQ105.1 General. Tiny houses shall meet the requirements of Section R310 for emergency escape and rescue openings.

Exception: Egress roof access windows in lofts used as sleeping rooms shall be deemed to meet the requirements of Section R310 where installed such that the bottom of the opening is not more than 44 inches (1118 mm) above the loft floor, provided the egress roof access window complies with the minimum opening area requirements of Section R310.2.1.

Attachment: Attachment #2 Planning Commission Resolution and Agenda Packet - Tiny Homes (6966 : Tiny House Zoning Amendment (PD-21-

PARK MODEL RV



MODEL: **APH 528**

11'2" x 34'10" 399 Sq.Ft

1 Bedroom 1 Bathroom

Attachment: Attachment #2 Planning Commission Resolution and Agenda Packet - Tiny Homes (6966 : Tiny House Zoning Amendment (PD-21-





Attachment: Attachment #2 Planning Commission Resolution and Agenda Packet - Tiny Homes (6966 : Tiny House Zoning Amendment (PD-21-



Attachment: Attachment #2 Planning Commission Resolution and Agenda Packet - Tiny Homes (6966 : Tiny House Zoning Amendment (PD-21-

LEGAL NOTICE

COUNTY OF COLUSA

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT the Colusa County Planning Commission will conduct a Public Hearing on May 5, 2021 at 9:00 a.m. in the County Board of Supervisors Chambers at 546 Jay Street, Suite 108, Colusa, CA, 95932 to consider a proposed Resolution recommending to the Colusa County Board of Supervisors the adoption of **Zoning Amendment PD 21-3 and CEQA Exemption**:

1.) Amending Section 44.0-10, Definitions, to include a definition for Park Trailers (Tiny Homes) and allowing them as accessory dwelling units.

2.) The project is considered exempt from CEQA pursuant to Section 15305(a) Minor Alteration to Land Use Limitations because the project consists of a adding a new allowable housing type.

Documentation and information regarding the project may be obtained at the Community Development Department, 220 12th Street, Colusa, CA (530) 458-0480. If you have questions or concerns regarding this matter, or would like to submit comments you may do so to the following: Secretary to the Planning Commission, 220 12th Street, Colusa, CA (530)458-0480, or by e-mail at kjohanns@countyofcolusa.org. Additional documentation is available for review in accordance with Agenda Scheduling Deadlines at the Office of the Clerk of the Board, 547 Market Street, Ste. 102, Colusa, CA (530)458-0508. All persons are invited to attend and be heard.

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

Dated: April 19, 2021

/s/ Melissa Kitts, Deputy Clerk

04/22/2021 - WPR #2021-0512

Attachment: Attachment #2 Planning Commission Resolution and Agenda Packet - Tiny Homes (6966 : Tiny House Zoning Amendment (PD-21-03))

LEGAL NOTICE

COUNTY OF COLUSA

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT the Colusa County Board of Supervisors will conduct a Public Hearing on December 14, 2021 at 9:30 a.m. in the County Board of Supervisors' Chambers at 546 Jay Street, Suite 108, Colusa, CA, 95932 to consider a Zoning Text Amendment (#PD-21-03) to amend the zoning code of Colusa County by adding a new definition in Section 44.0.10 Definitions as follows:

Tiny Home. A Tiny Home is a structure that meets the definition of a Tiny House in Appendix "Q" of the 2019 California Residential Code. A Tiny Home (Park Trailer) located outside of a County and State approved Mobile Home and/or Special Occupancy Parks is considered an approved type of accessory dwelling unit if the following criteria are met: (1) All utilities are connected to County approved systems under an issued County permit; (2) The wheels and tongue are removed, and the structure is supported by a County approved foundation system for which a building permit has been issued; (3) The exterior design shall include typical residential design elements so that the structure resembles a residential structure and not a recreational vehicle. Such design elements shall include but not limited to slope roofs, roof material, siding material, window details and the like to the satisfaction of the Community Development Director; and (4) Skirting shall be installed which matches/complements the exterior of the structure and screens the underside chassis and foundation system to the satisfaction of the Community Development Director.

Pursuant to Title 14, Article 19 of the California Code of Regulations, the project is considered exempt from CEQA pursuant to Section 15305(a) Minor Alteration to Land Use Limitations because the project consists of adding a new allowable residential housing type which is considered a minor land use change.

Documentation and information regarding the project may be obtained at the Community Development Department, 1213 Market Street, Colusa, CA or by calling (530) 458-0480. If you have questions, concerns, or would like to submit comments regarding this matter you may do so to: Greg Plucker, Community Development Director, 1213 Markey Street, Colusa, CA (530)458-0480, or by e-mail at gplucker@countyofcolusa.com. Additional documentation is available for review in accordance with Agenda Scheduling Deadlines at the Office of the Clerk of the Board, 547 Market Street, Ste. 102, Colusa, CA (530)458-0508.

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

Dated: November 18, 2021

/s/ Melissa Kitts, Deputy Clerk

11/25/2021 - CCPR #2021-5231

Attachment: 12-14-21 Notice of Public Hearing (6966 : Tiny House Zoning Amendment (PD-21-03))

COUNTY OF COLUSA, CA **14.2**

Request For County Board of Supervisors Action

MEETING DATE:	**December 14, 2021**
DEPARTMENT:	**Community Development**
FROM:	**Greg Plucker**
SUBJECT:	**Approval of the 2021 Development Impact Fee Update and Nexus Study**

Public Hearing and Introduction by title only, of a proposed Ordinance rescinding Ordinance No.'s: 701 and 705. **Further**, Adopt a Resolution rescinding Resolution No. 19-013 and approving the 2021 County-Wide Development Impact Fee Update and Nexus Study.

Detailed Description/Background of Request

In April of 2019, the Board of Supervisors adopted Resolution No. 19-013 temporarily reducing the County-wide commercial and industrial development impact fees and suspending the Arbuckle traffic development impact fee. The Board also directed staff to begin the process to conduct a comprehensive development impact fee update. In February of 2020, the Board of Supervisors approved a contract with Economic & Planning Systems, Inc. to prepare this update.

County staff introduced the draft of the 2021 Development Impact Fee Update and Nexus Study (2021 DIF Update) to the Board at its June 22, 2021 meeting (Attachment #1). During this introduction, staff provided an historic overview, the rationale behind the update, the results of the draft update, a comparison to surrounding jurisdictions, and an overview of major issues and potential solutions for the Board's consideration. Following this introduction, at the August 27, 2021 meeting County staff presented a series of recommendations to address identified issues and received additional direction from the Board (Attachment #2). Following the August meeting, staff has worked with the contracted consulting firm (EPS) to finalize the 2021 DIF Update.

This item before the Board is to adopt the attached Ordinance and Resolution which would: (1) rescind the Arbuckle Traffic Impact Fee and the 2006 County-Wide Development Impact Fee ordinances; (2) rescind the April 2019 resolution which temporarily reduced commercial and industrial development fees and suspended the Arbuckle Traffic Impact Fee; and (3) approve the 2021 Development Impact Fee Update and Nexus Study.

2021 Development Impact Fee Update and Nexus Study

Mitigation Fee Act (Government Code Section 66000 et seq),

The 2021 DIF Update (Exhibit "A") is the necessary technical documentation required to support the adoption of an update to the 2006 County-Wide Development Impact Fee Study. This study has been prepared pursuant to the requirements of the State's Mitigation Fee Act (Government Code Section 66000 et seq) and the most recent State legislation and relevant case law. The following are key aspects of these requirements:

Collected for Capital Facility and Infrastructure Improvements.

Development impact fee revenue can only be collected and used to cover the costs of capital facilities/equipment and infrastructure that are required to serve new development in the County. Impact fee revenue cannot be used to cover the operation and maintenance costs of these or existing facilities.

Used to Fund Facility Needs Created by New Development Rather than Existing Deficiencies.

Impact fee revenue can only be used to pay for new or expanded capital facilities/equipment and infrastructure needed to accommodate new growth. Impact fee revenue cannot be collected or used to cover the cost of existing County facilities or infrastructure. The costs associated with improvements that serve the needs of both new development and existing development must be split on a "fair share" basis according to the proportion attributable to each.

Fee Amount Must Be Based on a Reasonable Relationship.

An impact fee amount must be based on a reasonable nexus between new development and the need and costs of the capital facilities/equipment and infrastructure included in the fee program. An impact fee must be supported by specific findings that demonstrate this nexus. In addition, the impact fee amount must not exceed the cost of providing the facility or infrastructure for which the fee is imposed.

Overview of Methodology and Key Assumptions

In developing the 2021 DIF Update, a variety of assumptions were made regarding future population and employment growth, service standards and facility demand, and the corresponding costs. The 2021 DIF Update calculations are based on projections related to population and employment in the County through 2041. Baseline population and growth projections were developed based on data showing actual industrial, commercial, agricultural, and residential growth in the County between 2009 and 2019.

Following the development of these population and growth projections, future capital facility/equipment and infrastructure needs and costs were developed by various County departments, as well as the Bear Valley/Indian Valley, Princeton, and

Sacramento River Fire Protection Districts. This information was analyzed to determine existing levels of service and to define service standards relative to future growth projections, the need for capital facilities/equipment and infrastructure, and how the land use categories generated these needs.

This information was then utilized to allocate costs to various land use categories (e.g., residential, commercial, industrial, etc.) based on the fair share contribution of each land use category to the need for the capital improvements and infrastructure improvements. This information was then allocated between the fair share allocation for existing and new development to ensure that revenue was not used to cover the cost of existing deficiencies in the County's capital facilities or infrastructure.

Maximum Justifiable Development Impact Fees

Table 1 of Attachment #3 summarizes the maximum justifiable fees that were calculated in Table 1 and 2 of the 2021 DIF Update.

As discussed in detail at the June and August Board meetings, staff identified four main issues with respect to the 2021 DIF Update: (1) the level of residential impact fees; (2) the level of commercial and industrial impact fees; (3) the level of fire district impact fees; and (4) the implementation of an agricultural building impact fee.

The following is a summary of these issues and staff recommendations to address these issues:

(1) Residential Impact Fees

While the proposed County Departments' single-family and multi-family fees are higher than those established in 2006, they are actually lower (approximately 9.3%) than if the County had increased these fees based on the increase in the San Francisco/Oakland/Hayward consumer price index (CPI). Accordingly, staff believes that the proposed residential impact fees are appropriate. However, as previously discussed during the prior Board presentations, the current cost of construction has risen considerably over the last year. According to the National Association of Home Builders, this price spike has caused the price of an average new single-family home to increase by more than $24,000 over the last year. Staff believes that the residential impact fee increase should be deferred until July 1, 2022 to allow construction costs to stabilize and return to more normal levels. The proposed fee schedule maintains the current County Departments' residential impact fees until June 30, 2022. On July 1, 2022, the County Departments' residential impact fees in the 2021 DIF Update would go into effect.

Another issue that has been identified is that the impact fees are not square footage based but rather apply to a new dwelling unit regardless of home size. As such, a 1,200 sq.ft. home pays the same impact fee as a 5,000 sq.ft. home. In discussing utilizing a square footage basis for residential impact fees similar to how industrial and commercial impact fees are calculated, there are several technical issues that makes this approach problematic. However, it is possible to lower impact fees for smaller sized homes below the maximum justifiable impact fees.

Staff has proposed in Exhibit "B" (Development Impact Fees and Implementation Schedule) that homes with 2,500 sq.ft. of habitable space and larger would be charged the full $8,267 development impact fee amount. For each sq.ft. of habitable space (rounded up) that a home is below 2,500, the development impact fee amount would be reduced by $2.00 up to a maximum reduction of $2,000. As an example, a home with 1,500 sq.ft. of habitable space would receive a $2,000 reduction bringing the impact fee amount down to $6,267. A home with 1,952 sq.ft. of habitable space would receive a $1,096 reduction bringing the impact fee amount down to $7,171. This approach would be implemented on July 1, 2022 along with the implementation of the new residential impact fees.

(2) Commercial and Industrial Impact Fees

The maximum justifiable development impact fee for commercial development is $5.90 per square for commercial development and $1.50 per square foot for industrial development (excluding fire impact fees). While both of these amounts are less than the impact fees adopted in 2006 (by 32% and 45% respectively) and lower than the impact fees charged by the cities of Williams and Colusa, they are also higher (in certain cases significantly higher) than the fees charged by the counties of Glenn, Butte, Yuba, and Sutter.

While staff believes that it is important for new development to pay for its fair share of County services, staff also believes that the impact fee levels should not discourage new development nor should they encourage development to locate to another nearby County. Table #2 of Attachment #3 shows what the commercial and industrial impact fees would be if based on the median (the midway point) of the comparison counties. Staff has developed this comparison by using the data just from the four comparison counties as the cities' development impact fees are much higher because they include other services that are not provided by typical county services, such as sewer and water services.

As is shown the table, using the median of the comparison counties the commercial impact fee would be lowered from $5.90 a sq.ft. to $2.17 sq.ft. (a reduction of over 63%) and would be below the commercial impact fees charged by Glenn and Yuba counties and slightly above Butte County. The industrial impact fee would be lowered from $1.50 a sq.ft. to $0.93 sq.ft. (a reduction of over 38%) and would be below the industrial impact fees charged by Butte and Yuba counties and a bit above Sutter County.

These fee levels are is used in Exhibit "B" (Development Impact Fees and Implementation Schedule). Exhibit "B" would implement these amounts upon the effective date of the 2021 DIF Update (60 days from adoption).

(3) Fire District Impact Fees

As discussed in detail at the June and August Board meetings, given the limited development projected to occur within the three fire districts included in the County's

development impact fee update, the maximum justifiable impact fees are extremely high. Table #3 of Attachment #3 summarizes the impact fees against those established in Ordinance No. 705 (the existing 2006 impact fees).

In comparison to the other fire districts in the County that have established their own impact fees, the fire impact fees charged by the Arbuckle-College City District, the Williams Fire Authority, and the Maxwell Fire District vary considerably. For example, for a new single-family home, Arbuckle-College City charges $1.34 a sq,ft., Williams charges $2.17 a sq.ft., and Maxwell charges $0.73 a sq.ft. In addition, with respect to commercial, industrial, and agricultural uses, not only does the amount of impact fees vary, but the approaches also vary. For example, Arbuckle-College City has three classifications based on hazard ratings which range between $1.34 a sq.ft. and $3.54 a sq.ft., Williams has 9 different categories ranging between $0.53 a sq.ft. and $2.35 a sq.ft., and Maxwell also has 9 different categories ranging between $0.26 a sq.ft. and $0.79 a sq.ft.

Overall, staff believes that the maximum justifiable fire fees are much too high to be financially viable. In addition, staff believes that there should be some consistency in the impact fees charged by the fire districts throughout the County. Exhibit "B" has proposed to set the single-family fire impact fee (based on a 2,000 sq.ft. home) at the median fire impact fee of the Arbuckle-College City, the Williams Fire Authority, and the Maxwell fire districts. To calculate the other impact fees, the same percentage that the single-family median impact fee is to the 2021 DIF Update Sacramento River Fire single-family home impact fee (33.42%) would be used.

Table #4 of Attachment 3 calculates the fire impact fees (Alternate Calculation column) at 33.42% for the various land use categories. This would standardize how the various impact fees are determined and because it is based on the lowest justifiable fee amount (Sacramento River's) it would be justified for each of the three fire districts that have been included in the 2021 DIF Update and would go into effect the effective date of 2021 DIF Update (60 days after adoption).

(4) Agricultural Impact Fees

The 2021 DIF Update also included an agricultural impact fee to offset the impact to County and fire district services from the construction of agricultural buildings. While the fee is justified, staff is not recommending that the implementation schedule (Exhibit "B") include the $0.75/sq.ft. charge for agricultural buildings. The issue is that the County's agricultural industry is experiencing never ending State regulatory requirements and other challenges (including what appears to be increasing drought impacts). However, in order standardize the collection of fire impact fees throughout the County, staff is recommending including the aforementioned fire district charge of $0.12 a sq.ft. for agricultural buildings.

(5) Annual Inflation Adjustment

The County's development impact fees may be escalated annually. The annual adjustments, effective July 1 of each year, consider the potential for inflation of public

facility design, construction, installation, and acquisition costs. The proposed implementation schedule would allow the impact fees to be escalated annually using the percentage change in the United States Bureau of Labor Statistics Consumer Price Index (CPI), West Region. As proposed, beginning in March of 2023 staff would present to the Board the proposed change at which time the Board could authorize the change in the impact fees in whole or in part.

Summary

With respect to the residential impact fees, the proposed fees are less than what the residential impact fees would have been if the County had adjusted its 2006 residential impact fees annually by the CPI. However, given the spike in construction costs that has recently occurred, deferring the implementation of any increase in the residential impact fees until July 1, 2022 is proposed. Staff has also proposed lowering the amount of impact fees by $2.00 for each square foot that a home is below 2,500 sq.ft. up to a maximum reduction of $2,000.

With regards to commercial and industrial impact fees, new development should pay its fair share for County services. However, the impact fees should be set so as not discourage new development nor should they encourage development to locate to another nearby County. Setting the commercial and industrial impact fees based on the median (the midway point) of the adjacent comparison counties would increase the affordability and minimize potential new development from relocating to a nearby county.

Concerning fire impact fees for the districts that are included in the County's impact fee update, given the limited development potential projected over the next 20 years in these districts, the maximum justifiable impact fee in each district would not be financial viable for new development projects. Standardizing the fire impact fees by using the median single-family residential impact fee of the County fire districts with their own impact fees and then calculating the fire impact fees for the other land use categories by that same percentage (33.42%) would help promote consistency throughout the County's fire departments' impact fees.

Finally, with respect to impact fees for agriculture buildings, staff believes that the impact fees should be limited to just the fire impact fee of $0.12 a sq.ft. as this is the service most likely impacted by the construction of agriculture buildings.

Prior Board Action

In September of 2004, the Board of Supervisors approved Ordinance No. 684 which authorized local fire districts to establish development impact fees on a case by case basis. Concurrently with the adoption of Ordinance No. 684, development impact fees were approved for the Williams Fire Protection Authority and District and the Arbuckle-College City Fire Protection District.

In March of 2006, the Board of Supervisors approved Ordinance No. 698 which approved the development impact fee for the Maxwell Fire Protection District.

In May of 2006, the Board of Supervisors approved Ordinance No. 701 which established traffic impact fees in the Arbuckle-College City area.

In November of 2006, the Board of Supervisors approved Ordinance No. 705 which established county-wide development impacts throughout the County.

In February of 2018, the Board of Supervisors approved Ordinance No. 791 which amended the fire development impact fee exemption provisions by removing the agricultural building exemption and clarified the applicability of the fee exemptions for demolished and damaged structures.

In April of 2019, the Board of Supervisors adopted Resolution No. 19-013 temporarily reducing the County-wide commercial and industrial development impact fees and suspended the Arbuckle traffic development impact fee.

In February of 2020, the Board of Supervisors approved a contract with Economic & Planning Systems, Inc. to prepare this update to the County's development impact fees.

In June of 2021, staff gave an informational presentation to the Board on the development impact fee update effort, identified a number of issues, and presented initial options for the Board's consideration.

In August of 2021, staff presented a series of recommendations to address issues that had been identified in the 2021 DIF Update and received additional direction from the Board.

Fiscal Impact/Funding Source

The proposed impact fees would help fund the needed capital facilities/equipment and infrastructure to support new development. The accounting and processing costs would be off-set by a 3 percent administrative fee.

Action for the Clerk

Obtain the Chair's signature on the attached resolution and schedule the second reading of the ordinance for the first Board meeting in January.

ATTACHMENTS:

- Fee Comparisons Tables (PDF)
- Ordinance Repealing Ord No's 710 and 705 Upon Adoption of 2021 DIF Update (DOCX)
- Resolution Approving 2021 DIF Update and Rescinding Resolution 19-013 (DOCX)
- Exhibit "A" 2021 DIF Update and Nexus Study of 10 29 2021 (PDF)
- Exhibit "B" Development Fee Rate and Implementation Schedule (PDF)

- 12-14-21 Notice of Public Hearing - Traffic Impact and Development Impact Fees (PDF)

TABLE 1

County of Colusa Development Impact Fee Comparisons (2006 vs 2021)				
	Ordinance	2021	Difference	
	No. 705	Update	$	%
Single -Family Residential	$ 6,289	$ 8,267	$ 1,978	31.44%
Fire(1)	$ 533	$ 8,020	$ 7,487	1404.69%
Total	$ 6,822	$ 16,287	$ 9,465	138.73%
Multi-Family Residential	$ 5,612	$ 5,746	$ 134	2.38%
Fire	$ 499	$ 6,158	$ 5,659	1133.15%
Total	$ 6,112	$ 11,904	$ 5,792	94.77%
Commerical (per sq.ft.)(2)	$ 8,686	$ 5,903	$ (2,783)	-32.04%
Fire(1)	$ 380	$ 1,848	$ 1,468	385.80%
TOTAL	$ 9,067	$ 7,751	$ (1,316)	-14.51%
Industrial (per sq.ft.)(2)	$ 2,724	$ 1,503	$ (1,221)	-44.83%
Fire(1)	$ 144	$ 719	$ 575	398.92%
TOTAL	$ 2,868	$ 2,222	$ (646)	-22.54%
Agricultural (per sq.ft.)(2)	N/A	$ 752	N/A	N/A
Fire(1)	N/A	$ 359	N/A	N/A
TOTAL	N/A	$ 1,111	N/A	N/A
(1) Assumes Sacramento River Fire Fees				
(2) Assumes a 1,000 sq.ft. building				

TABLE 2

Development Impact Fee Median Determination
Commercial and Industrial

	Colusa County 2021 Update	Glenn County	Butte County	Yuba County	Sutter County	Comparison County Median	Percent Reduction
Commerical (1)	$ 5,903	$ 2,410	$ 1,934	$ 4,230	$ 1,373	$ 2,172	-63.21%
Industrial (1)	$ 1,504	$ 275	$ 1,172	$ 1,480	$ 687	$ 930	-38.20%

Notes: Per 1,000 sq.ft.

Attachment: Fee Comparisons Tables (8039 : 2021 Development Impact Fee Update)

TABLE 3

Summary of Maximum Justified Fire Impact Fees Vs. Existing								
	2021 Update						Ordinance No. 705	
	Bear Valley/ Indian Valley		Princeton		Sacramento River			
Single-Family Residential	$	25,908	$	12,561	$	8,020	$	533
Multifamily Residential	$	19,891	$	9,643	$	6,158	$	499
Commercial (1)	$	5,970	$	2,894	$	1,848	$	380
Industrial (1)	$	2,322	$	1,126	$	719	$	144
Agricultural (1)	$	1,161	$	563	$	359	N/A	
(1) Per 1,000 sq.ft								

TABLE 4

Summary of Alternate Fire Impact Fee Calcuation

	Ordinance No. 705	Alternate Calculation	
		Per Unit or 1,000 sq.ft.	Per Unit or 1 sq.ft.
Single-Family Residential (1)	$ 533	$ 2,680	$ 2,680
Multifamily Residential(1)	$ 499	$ 2,058	$ 2,058
	499		
Commercial (2)	$ 380	$ 618	$ 0.618
Industrial (2)	$ 144	$ 240	$ 0.240
Agricultural (2)	N/A	$ 120	$ 0.120

(1) Per Unit

(2) Per Sq.Ft.

Attachment: Fee Comparisons Tables (8039 : 2021 Development Impact Fee Update)

ORDINANCE NO. _____

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF COLUSA REPEALING ORDINANCE NO. 701 ESTABLISHING THE ARBUCKLE-COLLEGE CITY TRAFFIC FEE AND REPEALING ORDINANCE NO. 705 ESTABLISHING COUNTYWIDE DEVELOPMENT IMPACT FEES

The Board of Supervisors of the County of Colusa ordains as fo11ows:

Section 1. This Ordinance does hereby repeal Ordinance No. 701, adopted by the Colusa County Board of Supervisors on May 30, 2006, establishing the Arbuckle-College City Traffic Development Impact fee as of the date of Section 3 of this Ordinance.

Section 2. This Ordinance does hereby repeal Ordinance No. 705, adopted by the Colusa County Board of Supervisors on November 28, 2006, establishing County-Wide Development Impact fees as of the date of Section 3 of this Ordinance.

Section 3. The operative date of the repeal of Ordinances 701 and 705 shall be the date that the 2021 Colusa County Development Impact Fee Update and Nexus Study adopted by a Board of Supervisor's Resolution pursuant to Section 38-3 of the County Code becomes effective.

Section 4. The Board of Supervisors finds, pursuant to Title 14 of the California Code of Regulations, Section 1506l (b)(3), that this ordinance is exempt from the requirements of the California Environmental Quality Act (CEQA) in that it is not a Project which has the potential for causing a significant effect on the environment.

Section 5. This ordinance shall take effect thirty (30) days from 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 Count of Colusa, State of California, within fifteen (15) days after its passage.

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Attachment: Ordinance Repealing Ord No's 710 and 705 Upon Adoption of 2021 DIF Update (8039 : 2021 Development Impact Fee Update)

Introduced at a regular meeting of the Board of Supervisors held on the 14th day of December 2021, and passed and adopted by the Board of Supervisors of the County of Colusa, State of California, at a regular meeting of the Board of Supervisors on the _____ day of _____, 2022 by the following vote:

AYES:

NOES:

ABSENT:

_____
Gary J. Evans, Chairman

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

_____
Patricia Rodriguez, Deputy

APPROVED AS TO FORM:

_____
Richard Stout, County Counsel

Attachment: Ordinance Repealing Ord No's 710 and 705 Upon Adoption of 2021 DIF Update (8039 : 2021 Development Impact Fee Update)

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF COLUSA APPROVING THE 2021 COUNTY-WIDE DEVELOPMENT IMPACT FEE UPDATE AND NEXUS STUDY AND APPROVING THE RATE OF SAID IMPACT FEES AND RESCINDING BOARD RESOLUTION NO. 19-013

WHEREAS, In May of 2006, the Board of Supervisors approved Ordinance No. 701 which established traffic impact fees in the Arbuckle-College City area;

WHEREAS, In November of 2006, the Board of Supervisors approved Ordinance No. 705 which established county-wide development impacts throughout the County;

WHEREAS, In order to ensure that the development assumptions, infrastructure needs and costs, and resulting development impact fees contained within the applicable fee studies are appropriate, the Board of Supervisors has directed staff to commission a new comprehensive development impact fee study;

WHEREAS, In order to ensure that commercial and industrial developers are not overpaying development impact fees during the preparation of the new comprehensive development impact fee study the Board adopted Resolution No. 19-013 on April 16, 2019 reducing the commercial and industrial impact fees and suspending the Arbuckle-College City traffic impact fees until such time that a new comprehensive development impact fee study is adopted;

WHEREAS, Following a competitive bid process, the Board of Supervisors approved a contract with Economic & Planning Systems, Inc. (EPS), a well-respected California public finance and real estate economics consulting firm, to prepare a Nexus Study and Analysis for the Colusa County Development Impact Fees Update;

WHEREAS, In developing the Nexus Study and Analysis for the Development Impact Fees Update two draft reports were prepared and submitted to the Board of Supervisors for the review and comment at their June 22, 2021 and August 17, 2021 Board meetings;

WHEREAS, Based on the Board comments and direction received during said Board meetings, a final Nexus Study and Analysis was prepared by EPS entitled Colusa County Development Impact Fee Update and Nexus Study dated October 29, 2021;

Attachment: Resolution Approving 2021 DIF Update and Rescinding Resolution 19-013 (8039 : 2021 Development Impact Fee Update)

WHEREAS, The Colusa County Development Impact Fee Update and Nexus Study of October 29, 2021 has been prepared consistent with the most recent state legislation, relevant case law, and the requirements of the State of California's Mitigation Fee Act codified in Government Code Section 66000 et seq; and

WHEREAS, The Colusa County Board of Supervisors has fully considered the Development Impact Fee Update and Nexus Study at a public hearing on December 14, 2021 for which notice was given pursuant Government Code Section 66016 et seq. at which time all information presented at the hearing was fully considered.

NOW, THEREFORE, BE IT RESOLVED that the Colusa County Board of Supervisors makes the following findings and determinations with respect to the Colusa County Development Impact Fee Update and Nexus Study dated October 29, 2021:

1.) Pursuant to Title 14 of the California Code of Regulations, Section 1506l(b)(3), that the adoption of the Fee Update and Nexus Study is exempt from the requirements of the California Environmental Quality Act (CEQA) in that it is not a Project which has the potential for causing a significant effect on the environment.

2.) The Fee Update and Nexus Study has met the requirements of the California's Mitigation Fee Act codified in Government Code Section 66000 et seq. to identify the purpose and use of the impact fees and the reasonable relationship between the fees' use, type of development and the need.

3.) The Development Impact Fee Update and Nexus Study of October 29, 2021 attached hereto and incorporated by reference as Exhibit "A" is hereby adopted and the level of fees and the implementation of the development impact fees shall be pursuant to Exhibit "B" attached hereto and incorporated by reference.

4.) The Board of Supervisors may consider waiving all or a portion of fees, reducing fees, prorating fees or a portion of fees for other benefits provided by a development to the County after the Board has considered any hardship, special circumstances, state law regulations/requirements, and any other appropriate mitigating circumstances. Any such request shall be brought to the Board by the Community Development Director at a regularly scheduled meeting and the Board shall consider the appropriateness of the request, on a case-by-case basis, whether or not to provide such relief.

Attachment: Resolution Approving 2021 DIF Update and Rescinding Resolution 19-013 (8039 : 2021 Development Impact Fee Update)

5.) This resolution shall take effect sixty (60) days from its passage.

6.) Upon the effective date of this resolution, Board Resolution No. 19-013 shall be rescinded.

PASSED AND ADOPTED by the Board of Supervisors of the County of Colusa this 14th day of December, 2021 by the following vote:

AYES:

NOES:

ABSENT:

_____
Gary J. Evans, Chairman

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

_____
Patricia Rodriguez, Deputy

APPROVED AS TO FORM:

_____
Richard Stout, County Counsel

Attachment: Resolution Approving 2021 DIF Update and Rescinding Resolution 19-013 (8039 : 2021 Development Impact Fee Update)

Exhibit "A"

Colusa County Development Impact Fee Update and Nexus Study

The Economics of Land Use

Prepared for:
County of Colusa

Prepared by:
Economic & Planning Systems, Inc. (EPS)

October 29, 2021

EPS #192130

Economic & Planning Systems, Inc.
P.O. Box 340176
Sacramento, CA 95834
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Oakland
Sacramento
Denver
Los Angeles

www.epsys.com

Attachment: Exhibit "A" 2021 DIF Update and Nexus Study of 10 29 2021 (8039 : 2021 Development Impact Fee Update)

Exhibit "A"

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Attachment: Exhibit "A" 2021 DIF Update and Nexus Study of 10 29 2021 (8039 : 2021 Development Impact Fee Update)

Exhibit "A"

1. Background, Context, and Summary of Maximum Fees

This Nexus Analysis for County of Colusa Development Impact Fees Update (Report) is designed to provide the County of Colusa (County) with the necessary technical documentation to support the adoption of an update to the 2006 Development Impact Fee Justification Study. This Report has been prepared by Economic & Planning Systems, Inc. (EPS), with input from County staff.

Impact fees are one-time charges on new development collected and used by jurisdictions to fund the cost of public facilities necessary to serve new growth. Impact fees are collected as a condition of development. The County has 17 existing fee programs; this Report contains technical documentation to assess potential updates to those fee programs marked with a "*" below:

- Sheriff Facilities*
- Fire Facilities*
- Behavioral Health Facilities
- Environmental Health Facilities*
- Library Facilities*
- General Administration Facilities*
- Building and Grounds Maintenance Facilities
- Planning and Building Facilities*
- General Plan and Master Planning Implementation
- Agricultural and Air Pollution Facilities*
- County Counsel Facilities
- District Attorney Facilities
- Probation Facilities*
- Public Works Administrative Offices Facilities
- Roads*
- Drainage
- Solid Waste Facilities

The County established these fee programs in 2006, except for the Fire Facilities fee program, which the County established in 2004. In 2019, the County approved a staff proposal to update these fee programs to align growth and real estate market projections, capital needs, and improvement costs with current data and to respond to evolving state legislation. As part of the 2019 approval, the County reduced impact fees for commercial and industrial properties until such time that a comprehensive fee update was approved.

Attachment: Exhibit "A" 2021 DIF Update and Nexus Study of 10 29 2021 (8039 : 2021 Development Impact Fee Update)

Exhibit "A"

The fee programs that the County established in 2006 were based on population and employment growth projections that significantly overestimated the amount of growth in the County. These population growth overestimates resulted in a projected need for public facilities that was much higher than the current, actual need for these facilities. This Report uses County-provided growth projections based on actual growth trends in the County between 2009 and 2019 to estimate the future need for public facilities necessary to serve new development.

This Report provides the technical calculations required to determine the maximum fees the County can charge for each fee program based on the nexus between the impacts of new development and the costs of constructing the public facilities necessary to serve that development. The County may elect to reduce the fees based on economic or policy considerations. For example, the County may choose to phase-in fee increases or adopt fees that are lower than the maximum justified amount to encourage new development.

Report Background and Legal Context

The fee programs described in this Report are consistent with the most recent state legislation and relevant case law, as well as the principles of the Mitigation Fee Act (Government Code Section 66000 et seq). The County's Municipal Code currently authorizes the collection of fees for Sheriff, Fire, Health and Human Services, Behavioral Health, Library, General Administration, Building and Grounds Maintenance, Planning and Building, County Counsel, District Attorney, Probation, and Public Works facilities, as well as fees for Planning and Building Administration. This Report is designed to provide the necessary technical analysis supporting an updated schedule of fees to be adopted. Below are the key requirements of the Mitigation Fee Act that determine the structure, scope, and amount of the County's proposed impact fee programs:

- **Collected for Capital Facility and Infrastructure Improvements.** Development impact fee revenue can only be collected and used to cover the costs of capital facilities and infrastructure that are required to serve new development in the County. Impact fee revenue cannot be used to cover the operation and maintenance costs of these or any other facilities.
- **Used to Fund Facility Needs Created by New Development Rather than Existing Deficiencies.** Impact fee revenue can only be used to pay for new or expanded capital facilities needed to accommodate growth. Impact fee revenue cannot be collected or used to cover the cost of existing deficiencies in the County's capital facilities or infrastructure. In other words, the cost of capital projects or facilities that are designed to meet the needs of the County's existing population must be funded through other sources. The costs associated with improvements that serve the needs of both new development and the existing population and employment are split on a "fair share" basis according to the proportion attributable to each.

Attachment: Exhibit "A" 2021 DIF Update and Nexus Study of 10 29 2021 (8039 : 2021 Development Impact Fee Update)

Exhibit "A"

- **Fee Amount Must Be Based on a Reasonable Relationship.** An impact fee amount must be based on a reasonable nexus, or connection, between new development and the need for and corresponding costs of the capital facilities and improvements included in the fee program. As such, an impact fee must be supported by specific findings that explain or demonstrate this nexus or relationship. In addition, the impact fee amount must be structured such that the revenue generated does not exceed the cost of providing the facility or improvement for which the fee is imposed.

Overview of Methodology and Key Assumptions

The results of the analysis contained in this Report are based on a variety of assumptions regarding population and employment growth in the County, service standards and facility demand, and corresponding costs. These key issues may warrant consideration in conjunction with this Report:

- **Socioeconomic Data and Projections.** The impact fee calculations are based on projections related to population and employment in the County through 2041. Baseline population and growth projections were developed based on data showing actual industrial, commercial, agricultural, and residential growth in the County between 2009 and 2019, supplemented by demographic estimates from the United States Census Bureau and the California Department of Finance. The estimates of development and population should be periodically reviewed and updated.

- **Future Capital Facility Needs.** The main source of information on future capital facilities needs are the various County departments that collect and implement the County's existing fee programs. County staff has also provided the capital facility needs for the Bear Valley/Indian Valley, Princeton, and Sacramento River fire protection districts in the County.

  This information was analyzed to determine existing levels of service or articulated service standards relative to future growth projections. Both the existing level of service and the service standard relate capital facility or infrastructure requirements to the land use categories that represent the primary source of demand for the capital facility or infrastructure improvement in question. Alterations in either the existing level of service or the service standard assumptions can affect the fee calculation and the allocation of costs between land use categories.

  EPS worked to transform the analysis of existing levels of service and articulated service standards into estimates of the type and amount of new or expanded capital facilities and infrastructure that will be necessary to serve new development over the next 20 years.

Attachment: Exhibit "A" 2021 DIF Update and Nexus Study of 10 29 2021 (8039 : 2021 Development Impact Fee Update)

Exhibit "A"

- **Cost Allocation Between New and Existing Development.** This analysis allocates the cost of future capital improvements and facilities between new and existing development, as required by the Mitigation Fee Act, based on a variety of methodologies:
  - In cases where new or expanded facilities or infrastructure improvements are determined to be needed entirely to accommodate new growth (e.g., there are no existing deficiencies), 100 percent of the costs are attributed to future development.
  - In cases where new or expanded facilities are determined to serve or benefit both existing and new residents or employees in a relatively proportional manner, the costs are allocated as such.
  - Finally, in cases where there is an existing level of service to be preserved as new development occurs, the average cost of maintaining that level of service is charged to new development, ensuring that new development does not create deficiencies in the level of service.
- **Cost Allocation to Land Use Categories.** The cost allocations to various land use categories (e.g., residential, commercial, industrial, etc.) are based on the relative demand or fair share contribution of each land use category to the need for the facilities included.

  All fees in the program except for the Library facilities fees will be charged to both residential and nonresidential development as both residents and employees create demand on these facilities; the Library facilities fee will be charged to residential development only.

  The fee calculations also use assumptions related to population and employment densities by land use type. Specifically, fee programs' cost estimates per resident or per service population are converted to fee rates per unit or square foot based on average persons per household and square feet per employee factors. This ensures that fees charged by land use are proportional to one another.
- **Facility Cost Estimates.** The fee calculations include facility cost assumptions that have been developed based on County staff estimates, records of prior expenditures, as well as additional research.

Attachment: Exhibit "A" 2021 DIF Update and Nexus Study of 10 29 2021 (8039 : 2021 Development Impact Fee Update)

Exhibit "A"

Overview of Fee Programs

In this Report are the fee programs described below:

1. **Sheriff Facilities.** The Sheriff Facilities fee is a one-time charge that the County imposes on new residential and nonresidential development. This fee is charged to fund Sheriff Department Facilities, including new buildings and equipment.

2. **Fire Facilities.** The Fire Facilities fee is a one-time charge that the County imposes on new residential and nonresidential development in the Bear Valley/Indian Valley, Princeton, and Sacramento River Fire Districts. The purpose of this fee is to cover the costs of new facilities and equipment necessary to provide fire protection services for new development.

3. **Library.** The Library fee is a one-time charge that the County charges to new residential development. The purpose of the fee is to fund improvements to the County's library needed to serve new population growth, such as capital investments in the technology that supports the library systems, expansions of library infrastructure and facilities, and continuing the quality and quantity of the collection held in the County's library.

4. **General Administration Facilities.** The General Administration Facilities fee is a one-time charge that the County charges to new residential and nonresidential development. The purpose of the fee is to fund new and expanded facilities and equipment necessary for general County administrative departments to serve new growth.

5. **Public Works Roads Facilities.** The Public Works (Roads) Facilities fee is a one-time charge the County charges to new residential and nonresidential development. The purpose of the fee is to fund new and expanded roads necessary to meet the transportation demand of new development.

6. **Probation Facilities.** The Probation Facilities fee is a one-time charge that the County charges to new residential and nonresidential development to provide new and expanded facilities and equipment, such as office space and computers, necessary for the District Attorney to serve new growth.

7. **Planning and Building Facilities.** The Planning and Building Facilities fee is a one-time charge the County charges to new residential and nonresidential development to provide funding for new and expanded facilities and equipment necessary for the Planning and Building Department to serve new growth. Costs also include those required to update the development impact fee study every 10 years.

Attachment: Exhibit "A" 2021 DIF Update and Nexus Study of 10 29 2021 (8039 : 2021 Development Impact Fee Update)

Exhibit "A"

8. **Agriculture and Air Pollution.** Agriculture and Air Pollution costs include vehicles, including a weight truck and standard vehicles, and computers. This Report allocates the total Weight Truck costs and the number of Vehicles and Computers needed to maintain the existing level of service. Costs for future development are allocated to land uses based on service population.

9. **Environmental Health.** The Environment Health fee is a one-time charge the County charges to new residential and nonresidential development to provide funding for new and expanded facilities and equipment necessary for the Environmental Health Department to serve new growth.

Summary of Maximum Allowable Fees and Relationship to Existing Programs

A summary of the maximum allowable impact fees calculated in this analysis by land use category is provided in **Table 1**. This table also compares the maximum allowable fee with the existing fees by land use category. The maximum allowable impact fee represents the highest fee the County may charge based on the requirements of the Mitigation Fee Act and this nexus analysis.

The below 2006 fee programs have had their program needs either addressed and/or are not included as this Report is focused on General Fund funded departments:

- Health and Human Services
- Behavioral Health
- Buildings and Grounds Maintenance
- Public Works Drainage
- Public Works Solid Waste
- County Counsel
- District Attorney

This Report also finds justifications for three fee programs not included in the 2006 County impact fee adoption: an Agricultural and Air Pollution Facilities fee, an Environmental Health fee, and an Impact Fee Administration fee.

Table 2 provides the maximum justified fee by land use for each of the three fire districts in the County, as well as a total fee including both countywide and fire district fees.

Attachment: Exhibit "A" 2021 DIF Update and Nexus Study of 10 29 2021 (8039 : 2021 Development Impact Fee Update)

Table 1
County of Colusa Development Impact Fee Update
Summary of Total Estimated Maximum Justified Fee [1]

Exhibit "A"

Land Use	Fee Component									Administration 3-Percent	Total
	Sheriff	Library	General Administration	Planning & Building	Probation	Public Works Roads	Agriculture & Air Pollution	Environmental Health	Subtotal		
Table Reference	*Table 4*	*Table 7*	*Table 10*	*Table 12*	*Table 15*	*Table 18*	*Table 21*	*Table 24*			
Residential Land Uses per Unit											
Single-Family Residential	$827	$1,016	$106	$189	$1,690	$3,951	$228	$18	**$8,027**	$241	**$8,267**
Multifamily Residential	$635	$780	$82	$145	$1,297	$2,450	$175	$14	**$5,579**	$167	**$5,746**
Nonresidential Land Uses per 1,000 Sq. Ft.											
Commercial	$191	$0	$25	$44	$389	$5,026	$53	$4	**$5,731**	$172	**$5,903**
Industrial	$74	$0	$10	$17	$151	$1,185	$20	$2	**$1,460**	$44	**$1,503**
Agricultural	$37	$0	$5	$8	$76	$593	$10	$1	**$730**	$22	**$752**

fee_summ

Attachment: Exhibit "A" 2021 DIF Update and Nexus Study of 10 29 2021 (8039 : 2021 Development Impact

Exhibit "A"

Table 2
County of Colusa Development Impact Fee Update
Summary of Total Estimated Maximum Justified Fee including Fire District Fees

Land Use	Total Proposed Countywide Fee	Bear Valley/Indian Valley		Princeton		Sacramento River	
		Proposed Fire District Fee	Total	Proposed Fire District Fee	Total	Proposed Fire District Fee	Total
Table Reference	*Table 1*	*Table 27-A*		*Table 27-B*		*Table 27-C*	
Residential Land Uses per Unit							
Single-Family Residential	$8,267	$25,908	**$34,176**	$12,561	**$20,828**	$8,020	**$16,288**
Multifamily Residential	$5,746	$19,891	**$25,637**	$9,643	**$15,389**	$6,158	**$11,904**
Nonresidential Land Uses per 1,000 Sq. Ft.							
Commercial	$5,903	$5,970	**$11,873**	$2,894	**$8,797**	$1,848	**$7,751**
Industrial	$1,503	$2,322	**$3,825**	$1,126	**$2,629**	$719	**$2,222**
Agricultural	$752	$1,161	**$1,912**	$563	**$1,314**	$359	**$1,111**

fee_summ_fire

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Exhibit "A"

Summary and Staff Recommendations

This Report develops the nexus between the maximum justified fee for each category of facilities and the benefit to each land use category included in the analysis. While the Report derives the maximum justified fee, in enacting the fee program, the Board of Supervisors (Board) may choose to implement fees at less than the maximum justified fee. Options available to the Board are shown below but certainly do not exclude other potential options:

- Phase in any fee increases over a specified period.
- Phase in fees by fee category.
- Approve a fee less than the maximum justified fee.
- Approve a fee at a lesser rate for land uses within a fee category.

During County staff presentations before the Board, Board members expressed a desire to implement fees for residential uses that were based on the building square footage of the home, or potentially, on ranges of building square footage.

Also addressed by Board members were to concerns about the amount of the maximum justified fee for fire services.

Residential Fee Based on Residential Unit Size

The fee study allocates facility costs to residential units based on the average persons per household shown in Census data or other available resources. Currently, average persons per household data are shown for household types (single-family and multifamily), but not by home size, or range of home sizes. A fee program that allocates costs per building square footage would also have to demonstrate a direct correlation between increased home sizes and corresponding increase in the average number of persons per household. Currently, there is no established resource that confirms these assumptions.

An alternative to establishing a fee program for residential uses that is based on building square footage would be to implement lower fee rates for residential units based on ranges of building square footage. The Board could adopt the maximum justified fee for residential uses and implement a lesser fee for residential units that fit within a lower range of home sizes (by building square foot). Assembly Bill (AB) 602 states that a "nexus study adopted after July 1, 2022 shall calculate a fee imposed on a housing project proportionately to the square footage of proposed units of the development. A local jurisdiction that imposes a fee proportionately to the square footage of the proposed units of the development shall be deemed to have used a valid method to establish a reasonable relationship between the fee charged and the burden posed by the development."

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Exhibit "A"

The maximum justified fee for residential units is based on average persons per household and has not established a relationship between the persons per household and the building square footage in this Report. Definitive resources that establish the relationship between building square footage and persons per household have not been identified at the time of this Report.

Implementing Fire Fees at Less than the Maximum Justified Fee

The Board can adopt the Report that establishes a maximum justified fee for fire services for the three fire districts included in this Report but can then implement fee amounts at a lower rate for each fire district. By adopting the maximum justified fees, the Board can revisit the fee rates being charged in these fire districts over time to see if adjustments are warranted at that time, without having to update the Report.

Ramifications of Implementing a Lower Fee for Certain Categories

The maximum justified fee establishes the amount of fee, by category, that is required to fully fund all items included in the fee program. By implementing the fee at less than the maximum justified fee, the fee program, or fee categories, may become under-funded. Any reduction in the fee amount to be collected cannot be applied to other fee categories or land use categories.

Staff Recommendations

Based on input from the Board and in discussion with EPS, County staff recommends:

1. The Board establish fee rates for ranges of residential units.
2. The Board establish fire fee rates for land uses lower than the maximum justified fee shown in this Report.

Attachment: Exhibit "A" 2021 DIF Update and Nexus Study of 10 29 2021 (8039 : 2021 Development Impact Fee Update)

Exhibit "A"

2. Demographic and Land Use Assumptions

This chapter describes the demographic and land use assumptions used for the technical calculations in this nexus study. The estimates are based principally on projections provided by County staff, which were prepared based on actual countywide development and population growth between 2009 and 2019 and on a variety of population, employment, demographic, and real estate data from a variety of sources, including publications from the Association of Bay Area Governments/Metropolitan Transportation Commission (ABAG/MTC) (MTC is the Bay Area's regional planning organization), the Census, academic institutions, nonprofit organizations, public agencies, as well as with input from County staff.

Purpose of Assumptions

The assumptions detailed in this chapter are used to calculate the following metrics, which will be necessary to calculate maximum justifiable fees:

- **Service Standards.** Estimates of existing population and employment levels are used to formulate current levels of service standards for each type of capital facility, so estimated demand from future growth is proportional to current demand from existing development. The approach to estimating the level of service varies among the fee programs.
- **Future Capital Needs.** Estimates of future population and employment growth in the County are used to determine the future demand for capital facilities. These capital facilities are intended to be funded by the fee.
- **Allocation of Costs.** Estimates related to population and employment density (e.g., persons per household or employees per square foot) are used to allocate costs between residential and commercial land use categories.

Population and Employment Growth

Table 3 provides the future residential and nonresidential development estimates used in this fee program update, reflecting a 20-year time horizon (from 2021 to 2041). Based on input from County staff, this study relies on development projections based on actual development in the County between 2009 and 2019.

As shown in **Appendix A**, this analysis uses the projected growth in residential units and nonresidential floor space to calculate the increase in County residents and employment. The analysis relies on data from the U.S. Census Bureau (the 2015–2019 American Community Survey) to estimate the number of persons per household for residential

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Exhibit "A"

Table 3
County of Colusa Development Impact Fee Update
Land Use & Service Population Summary

Land Use	New Growth (2021-2040) [1]		
	Land Uses		
	Residential Units [2]	Nonresidential Sq. Ft.	Persons Served [3]
Residential Land Uses			
Single-Family Residential	592	-	1,836
Multifamily Residential	106	-	253
Subtotal Residential Land Uses	**698**	**-**	**2,089**
Nonresidential Land Uses			
Commercial	-	399,659	287
Industrial	-	1,297,725	363
Agricultural	-	1,248,126	174
Subtotal Nonresidential Land Uses	**-**	**2,945,510**	**824**
Total Land Uses	**698**	**2,945,510**	**2,913**

lu_persons

Source: County of Colusa; EPS.

[1] See Table A-1 for details by County growth area.
[2] Assumes 85-percent of residential units are single-family residential and 15-percent of residential units are multifamily. See Table A-1 for details.
[3] See Table A-1 for persons served assumptions.

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Exhibit "A"

population growth. For nonresidential growth, the analysis uses survey data from the U.S. Department of Energy, which estimates the number of employees per square foot for various types of employment facilities. ABAG is a regional agency, responsible for forecasting changes to the Bay Area's population and economy. ABAG's distribution of growth within the region among counties, cities, and priority development areas (PDAs) is built around expected local policies and infrastructure investment, as well as historic economic behavior. ABAG's forecasts are widely relied on by local jurisdictions to help plan for future growth.

Land Use and Service Population Calculations

Some of the fee programs are also based on calculations that translate the population and employment projections into estimates of existing and future "service populations." Service population is a term that represents a combined weighting of population (residents) and jobs (employees). The service population is derived from assumptions that compare residents and employees based on the relative service demands or typical service profiles of each, allowing for allocations of demand for facilities across residential and nonresidential land uses. For demand on public services and facilities, employees are weighted as 50 percent of a resident, reflecting reduced demand characteristics for facilities or services associated with employees relative to residents. Of course, a service population can differ depending on the type of proposed facility and the public demand for that facility. For example, the facility needs of the library department are linked primarily to demand from the County's residential population rather than employment growth, whereas roadway improvements are used by both residents and employees in the County.

Land Use Categories and Density Assumptions

Fees are calculated for a range of land use categories and informed by the type of development that County staff expects to occur in the County. As described in **Table 1**, fees are charged to both residential and nonresidential development, except for the Library Facilities fee, which is charged to residential development only.

In addition to the demographic calculations, the fee programs also use assumptions related to population and employment densities by land use type. Specifically, fee programs' cost estimates per resident or per service population are converted to fee rates per unit or square foot based on average persons per household and square feet per employee factors. For residential development, the analysis relies on U.S. Census data (American Community Survey, 2015-2019 Five Year Average) for the average number of persons per household for single-family and multifamily units. For nonresidential development, the fee levels incorporate data from the U.S. Department of Energy related to the average employees per 1,000 square feet (sq. ft.) of building space.

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Exhibit "A"

The land use density assumptions used in this Report are contained in **Appendix A**, **Table 1**. As shown, single-family units have a higher average number of persons per unit than multifamily units. This analysis assumes that future single-family units will continue to have a higher average number of persons than multifamily units and thus will generate relatively different levels of impact on fee program facilities. For example, based on the persons per household data in **Table A-1**, a multifamily unit would generate 77 percent of the impact generated by a single-family unit. The impacts of other units relative to a single-family unit differ based on the number of persons in the respective unit type.

Table A-1 also shows assumptions for employee densities per 1,000 sq. ft. of building space for various nonresidential uses. Impact fees for nonresidential uses that are based on service population will vary consistently with these differences in employee generation. Specifically, uses that generate more workers per 1,000 sq. ft. will pay a proportionally higher fee.

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Exhibit "A"

3. Sheriff Facilities Fee Program

The County Sheriff Department provides a full range of law enforcement and emergency response services, including correctional services, field patrol, animal control, and criminal investigation, to County residents and businesses. The County's sheriff impact fee program was first established in 2006.

Methodology

The Sheriff Department serves both residents and businesses in the County, and the sheriff impact fee is thus charged to residential and nonresidential development. The fee is designed to cover costs associated with facilities and equipment necessary for the Sheriff Department to provide services to new County residents and employees. Equipment costs include the costs of new vehicles and computers needed to service new development, based on existing levels of service. This fee is also intended to include the pro rata share of capital costs associated with the development of a new Animal Control building needed to serve new development.

The cost allocation to new development was established using a buildout-level of service approach where new development is allocated its pro rata share of the total estimated cost as a proportion of all existing and new development. The calculation results in approximately 18 percent of the Animal Control facility's total cost being allocated to future development.

Fee Calculation

The sheriff impact fee is calculated in two steps. First, the fair share cost allocated to new development is divided by the growth in service population projected between 2021 and 2041. This yields a per resident cost of $267 and a cost per employee of $133, as shown in **Table 4**.

Second, the cost for each type of residential unit is determined by multiplying the number of persons projected for each household by the per resident cost. For nonresidential development, the cost per 1,000 square feet of floor area is determined by multiplying the number of employees per 1,000 square feet for the three categories of nonresidential uses. As shown in **Table 4**, this calculation results in a maximum impact fee of $827 for single-family units and $635 for multifamily units. For nonresidential development, the maximum impact fee is $191 per 1,000 square feet of commercial floor area, $74 per 1,000 square feet of industrial floor area, and $37 per 1,000 square feet of agricultural floor area.

Attachment: Exhibit "A" 2021 DIF Update and Nexus Study of 10 29 2021 (8039 : 2021 Development Impact Fee Update)

Exhibit "A"

Table 4
County of Colusa Development Impact Fee Update
Sheriff Facilities Cost Allocation

Sheriff

Item	Persons per Household / Employee per Sq. Ft.	Amount
Persons Served		
Future Residents		2,089
Future Employees		824
Future Persons Served		**2,913**
Total Sheriff Costs Allocated to Future Development [1]		**$777,391**
Cost per Persons Served		**$267**
Cost per Resident		$267
Cost per Employee		$133
Fee by Land Use Category		
	persons	
Residential	*per unit*	*per unit*
Single-Family	3.10	$827
Multifamily	2.38	$635
	emp per	
Nonresidential	*1,000 sq. ft.*	*per 1,000 sq. ft.*
Commercial	1.43	$191
Industrial	0.56	$74
Agricultural	0.28	$37

sheriff_fee

[1] See Table 5 for details.

Attachment: Exhibit "A" 2021 DIF Update and Nexus Study of 10 29 2021 (8039 : 2021 Development Impact

Exhibit "A"

Program Improvements and Cost Allocation

The two main components of the sheriff fee program, as shown on **Table 5**, include facilities and equipment. The primary facility cost is development of a new animal control building, which includes the cost of both land and construction. The equipment costs are for new vehicles and computers that are necessary for the sheriff department to maintain current levels of service for future population and employment growth. Because the new animal control building will benefit not only the future service population but also the existing service population, only 18 percent, or new growth's fair share, of these costs is allocated to the fee program. The fair share costs of these improvements total $541,383. The vehicle and equipment costs, which total $236,008, are required to maintain current levels of service with new population growth. Because these costs are attributable entirely to new growth, 100 percent of the vehicle and computer costs is allocated to the fee program.

As shown in **Table 6**, the sheriff department has 2.12 vehicles and 4.54 computers per 1,000 people in the County's service population. To maintain current levels of services with the addition of 2,913 persons to the County's service population, the department would have to add approximately 6.17 vehicles and 13.21 computers.

Service Population

The sheriff fee will be charged to residential and nonresidential development, and as such, the calculation is based on the County's current and future population. As shown on **Table 6**, the total County service population is expected to grow from 13,229 to 16,142, an increase of 2,913 persons served. The service population resulting from new growth represents 18 percent of the projected 2041 service population. For the sheriff fee program, which is tied to residential and nonresidential growth and demand, this represents the fair share allocation of costs related to the investments needed to serve new growth.

Mitigation Fee Act Nexus Findings

Nexus findings are provided below addressing (1) the purpose of the fee, (2) the use of the fee, (3) the reasonable relationship between the use of fee revenue and the type of development on which the fee is imposed, (4) the reasonable relationship between the need for facility and type of project on which the fee is imposed, and (5) the reasonable relationship between the amount of the fee and cost of facilities or portion of facilities attributed to development on which the fee is imposed. The technical information and calculations provided above support these nexus findings/requirements.

The Purpose of the Fee

The purpose of the fee is to fund sheriff facilities, equipment, and associated technological infrastructure necessary to serve new development and ensure that new development pays its proportionate and fair share of future sheriff facility improvements.

Attachment: Exhibit "A" 2021 DIF Update and Nexus Study of 10 29 2021 (8039 : 2021 Development Impact Fee Update)

Exhibit "A"

Table 5
County of Colusa Development Impact Fee Update
Estimated Sheriff Facility and Equipment Costs

Sheriff

Planned Facilities/Equipment	Future Facility Requirement				
	Unit Cost		No. of Units		Total Cost
Facilities					
Animal Control Building/Land Cost	$138	per sq. ft.	21,801	sq. ft.	$3,000,000
Allocation to New Development (18.0%) [1]					$541,383
Equipment & Vehicles [2]					
Vehicles [3]	$35,000	per vehicle	6.17	vehicles	$215,794
Computers	$1,530	per computer	13.21	computers	$20,214
Total Sheriff Facility Costs for Future Development					**$777,391**

sheriff_costs

Source: County of Colusa.

[1] Animal Control Building/Land: New development's fair share of facility construction costs is based on the New Development's persons served as a proportion of the estimated total 2040 persons served. See Table 6 for details.
[2] Future Equipment and Vehicles based on existing level of service. See Table 6 for details.
[3] Vehicle cost based on the Planning & Building vehicle costs.

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Exhibit "A"

Table 6
County of Colusa Development Impact Fee Update
Sheriff Equipment Existing Level of Service Standards

Sheriff

Item	Employee Weighting Factor Assumption [1]	Existing Inventory	Existing Level of Service *per 1,000 persons served*	Future Development Requirements [2]
Persons Served				
Residents	1.000	10,240		2,089
Employees	0.500	2,989		824
Total Persons Served		**13,229**		**2,913**
Animal Control Building Service Standard [2]				
Estimated Existing Persons Served		13,229		-
Estimated Future Development Persons Served		2,913		-
Total Estimated Persons Served		**16,142**		**18.0%**
Equipment				
Vehicles		28	2.12	6.17
Computers		60	4.54	13.21

sheriff_los

Source: County of Colusa; EPS.

[1] Service population estimates are derived based on a weighting of 1.0 for residents and 0.5 for employees.
[2] Animal Control Building: New development's fair share of facility construction costs is based on the New Development's persons served as a proportion of the estimated total 2040 persons served.

Attachment: Exhibit "A" 2021 DIF Update and Nexus Study of 10 29 2021 (8039 : 2021 Development Impact

Exhibit "A"

The Use of the Fee

The sheriff's fee will be used to fund the animal control facilities and equipment for sheriff's services required to serve new residential and nonresidential development in the County.

The Reasonable Relationship Between the Need for the Fee and the Type of Development on Which the Fee Is Imposed

The sheriff's fee will be used to fund the animal control facilities and equipment for sheriff's services. New residential and nonresidential development in the County will generate new residents and employees that will result in an increased demand for services and facilities included in the fee program.

A reasonable relationship therefore exists between the use of the sheriff's fee and the new residential and nonresidential development on which the fee is imposed because the fee will be used to construct increased capacity of the animal control facility and equip additional sheriff's personnel needed to accommodate increased service population of the County.

Reasonable Relationship Between the Need for Facilities and the Type of Development on Which the Fee Is Imposed

New residents and employees of new residential and nonresidential development will contribute to countywide demand for sheriff's services and other associated improvements. The fee, charged to new residential and nonresidential development, will be used consistent with the manner described above, thus ensuring a relationship between the residential and nonresidential development being charged the fee and the manner in which the fee revenue is used.

A reasonable relationship therefore exists between the need for increased capacity of the animal control facility and equipping additional sheriff's personnel and the new residential and nonresidential development on which the fee is imposed because the increased capacity of the animal control facility and to equip additional sheriff's personnel are necessary to accommodate increased service population of the County.

Reasonable Relationship Between the Amount of the Fee and Cost of Facilities or Portion of Facilities Attributed to Development on Which the Fee Is Imposed

The total cost of animal services facilities and equipment for sheriff's services is allocated amongst the projected new County residential and nonresidential land uses based on the proportional demand each land use is anticipated to generate for the facilities. Demand for sheriff's facilities is measured by persons served by each land use category.

A reasonable relationship therefore exists between the amount of the cost of animal control facilities and equipment for sheriff's services attributed to the residential and nonresidential development on which the fee is imposed because the cost is allocated based on the demand generated by new development for services as measured by the persons served by each development type.

Attachment: Exhibit "A" 2021 DIF Update and Nexus Study of 10 29 2021 (8039 : 2021 Development Impact Fee Update)

Exhibit "A"

4. Library Facilities Fee Program

The County Public Library provides a full range of library services to local residents at its seven branches throughout the County. The County Public Library was first established as the Colusa County Free Library in 1915, and the main branch of the library in downtown Colusa was constructed in 1996. The current library was built in 1993. The County's library impact fee program was first established in 2006.

Methodology

The library fee is designed to cover not only the costs associated with books and collections materials in the County library system but also costs associated with maintaining the logistical and systemic links with the seven branches of the County Library system. This fee covers collection materials, computers for use by library patrons, and computers for use by library staff. Because the Library's facilities and services are primarily used by County residents, only residential development pays the library impact fee.

All library equipment and vehicles in this Report are based on the number of future units needed to maintain the existing level of service. This Report assumes the total costs are allocated to residential land uses only.

Fee Calculation

The library impact fee is calculated in two steps. First, the fair share cost allocated to new development is divided by the growth in population projected between 2021 and 2041. This yields a per resident cost of $328, as shown in **Table 7**.

Second, the cost for each type of residential unit is determined by multiplying the number of persons projected for each household by the per resident cost. As shown in **Table 7**, this calculation results in a maximum impact fee of $1,016 for single-family units and $780 for multifamily units.

Program Improvements and Cost Allocation

The two main components of the library fee program, as shown on **Table 8**, are collection materials used by library patrons, including books, computers, and tablets, and equipment used by library staff, including computers and vehicles. These investments are needed to meet the needs of the current and future population of the County.

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Exhibit "A"

Table 7
County of Colusa Development Impact Fee Update
Library Facilities and Equipment Cost Allocation

Library

Item	Persons per Household / Employee per Sq. Ft.	Amount
Future Residents		2,089
Total Library Costs Allocated to Future Development [1]		**$684,608**
Cost per Resident		**$328**

Fee by Land Use Category

Residential	*persons per unit*	*per unit*
Single-Family	3.10	$1,016
Multifamily	2.38	$780

lib_fee

Source: County of Colusa; EPS.

[1] See Table 8 for details.

Attachment: Exhibit "A" 2021 DIF Update and Nexus Study of 10 29 2021 (8039 : 2021 Development Impact

Exhibit "A"

Table 8
County of Colusa Development Impact Fee Update
Estimated Library Facility and Equipment Costs

Library

Planned Facilities/Equipment	Future Facility Requirement				
	Unit Cost		No. of Units		Total Cost
Library Equipment & Collections [1]					
Vehicles [2]	$35,000	per vehicle	0.41	vehicles	$14,280
Books	$25	per book	26,745	books	$656,825
Computers	$566	per computer	9.18	computers	$5,196
Laptops	$322	per laptop	3.88	laptops	$1,248
Mac's	$1,500	per Mac	4.08	Mac's	$6,120
Chromebooks	$200	per Chromebook	4.69	Chromebooks	$938
Total Library Facility/Equipment Costs for Future Development					**$684,608**

lib_costs

Source: County of Colusa.

[1] Future equipment and collections based on existing level of service. See Table 9 for details.
[2] Vehicle cost based on the Planning & Building vehicle costs.

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The largest component of the library costs is the expansion of the collections materials such that the library continues to maintain its existing level of service. According to **Table 9**, there are approximately 12.8 books per County resident in the library's collections. To maintain this service level with the addition of 2,089 new residents by 2041, the library would need to add nearly 26,750 items to serve new residents, at a cost of approximately $656,825.

Service Population

The library fee will be charged only to new residential development, and as such, the calculation is based on the County's current and future resident population. As shown on **Table 9**, the total County resident population is expected to grow from 10,240 to 12,329 people, an addition of 2,089 residents, representing approximately 20 percent of the projected 2041 residential population. For the Library fee program, which is tied to residential growth and demand, this represents the fair share allocation of costs related to the investments needed to serve new growth.

Mitigation Fee Act Nexus Findings

Nexus findings are provided below addressing (1) the purpose of the fee, (2) the use of the fee, (3) the reasonable relationship between the use of fee revenue and the type of development on which the fee is imposed, (4) the reasonable relationship between the need for facility and type of project on which the fee is imposed, and (5) the reasonable relationship between the amount of the fee and cost of facilities or portion of facilities attributed to development on which the fee is imposed. The technical information and calculations provided above support these nexus findings/requirements.

Purpose of the Fee

The purpose of the fee is to fund library facilities, circulation materials, and associated technological infrastructure necessary to serve new development and ensure that new development pays its proportionate and fair share of future library improvements.

Use of the Fee

Fee revenue will contribute funding for the continued investment in circulation materials and participation in the shared technological infrastructure that supports library functions.

The Reasonable Relationship Between the Need for the Fee and the Type of Development on Which the Fee Is Imposed

The library fee will be used to fund library facilities, circulation materials, and associated technological infrastructure. New residential development in the County will generate new residents that will result in increased demand for services and facilities included in the fee program.

Attachment: Exhibit "A" 2021 DIF Update and Nexus Study of 10 29 2021 (8039 : 2021 Development Impact Fee Update)

Exhibit "A"

Table 9
County of Colusa Development Impact Fee Update
Library Equipment Existing Level of Service Standards

Library

Item	Weighting Factor Assumption [1]	Existing Inventory	Existing Level of Service *per 1,000 persons served*	Future Development Requirements
Residents	1.000	10,240		2,089
Equipment				
Vehicles		2	0.20	0.41
Books		131,098	12,802.54	26,744.50
Computers		45	4.39	9.18
Laptops		19	1.86	3.88
Mac's		20	1.95	4.08
Chromebooks		23	2.25	4.69

library_los

Source: County of Colusa; EPS.

[1] Library costs are allocated only to residential uses. Therefore, the service level standard is established using only residents.

Attachment: Exhibit "A" 2021 DIF Update and Nexus Study of 10 29 2021 (8039 : 2021 Development Impact

A reasonable relationship therefore exists between the use of the library fee and the new residential development on which the fee is imposed because the fee will be used to fund library facilities, circulation materials, and associated technological infrastructure.

Reasonable Relationship Between the Need for Facilities and the Type of Development on Which the Fee Is Imposed

New residents of new residential development will contribute to countywide demand for library services and other associated improvements. The fee, charged to new residential development, will be used consistent with the manner described above, thus ensuring a relationship between the residential development being charged the fee and the manner in which the fee revenue is used.

A reasonable relationship therefore exists between the need for increased capacity of library services and the new residential development on which the fee is imposed because the increased capacity of library services is necessary to accommodate increased service population of the County.

Reasonable Relationship Between the Amount of the Fee and the Cost of Facilities or Portion of Facilities Attributed to Development on Which the Fee Is Imposed

The total cost of library services facilities and equipment is allocated amongst the projected new County residential land uses based on the proportional demand each land use is anticipated to generate for the facilities. Demand for library facilities is measured by persons served by each land use category.

A reasonable relationship therefore exists between the amount of the cost of library facilities and equipment for library services attributed to the residential development on which the fee is imposed because the cost is allocated based on the demand generated by new development for services as measured by the persons served by each development type.

Attachment: Exhibit "A" 2021 DIF Update and Nexus Study of 10 29 2021 (8039 : 2021 Development Impact Fee Update)

Exhibit "A"

5. General Administration Facilities Fee Program

The County's General Administration includes several departments in the County providing general government services, including the Board. The County's General Administration fee program was established in 2006.

Methodology

The General Administration departments provide government services to both residents and employees of the County. Therefore, the fee is charged to both residential and nonresidential development. The fee is designed to cover equipment used by the aforementioned departments, as well as improvements to County government facilities, such as the Board's office.

This Report assumes the total costs for the facility remodels are allocated to land uses based on service population.

Fee Calculation

The general administration facilities impact fee is calculated in 2 steps. First, the cost of new improvements needed to serve the increased service population is divided by the growth in service population. This yields a per resident cost of $34 and a cost per employee of $17, as shown in **Table 10**.

Second, the cost for each type of residential unit is determined by multiplying the number of persons projected for each household by the per resident cost. For nonresidential development, the cost per 1,000 square feet of floor area is determined by multiplying the number of employees per 1,000 square feet for the 3 categories of nonresidential uses. As shown in **Table 10**, this calculation results in a maximum impact fee of $106 for single-family units and $82 for multifamily units. For nonresidential development, the maximum impact fee is $25 per 1,000 square feet of commercial floor area, $10 per 1,000 square feet of industrial floor area, and $5 per 1,000 square feet of agricultural floor area.

Program Improvements and Cost Allocation

The general administration facilities fee program, as shown on **Table 11**, is to cover the cost of renovations to the Board's chambers and offices. These investments are needed to meet the needs of the future population of the County.

Attachment: Exhibit "A" 2021 DIF Update and Nexus Study of 10 29 2021 (8039 : 2021 Development Impact Fee Update)

Exhibit "A"

Table 10
County of Colusa Development Impact Fee Update
General Administration Facilities and Equipment Cost Allocation

General Administration

Item	Persons per Household / Employee per Sq. Ft.	Amount
Persons Served		
Future Residents		2,089
Future Employees		824
Future Persons Served		**2,913**
Total General Admin Costs Allocated to Future Development [1]		**$100,000**
Cost per Persons Served		**$34**
Cost per Resident		$34
Cost per Employee		$17
Fee by Land Use Category		
	persons	
Residential	*per unit*	*per unit*
Single-Family	3.10	$106
Multifamily	2.38	$82
	emp per	
Nonresidential	*1,000 sq. ft.*	*per 1,000 sq. ft.*
Commercial	1.43	$25
Industrial	0.56	$10
Agricultural	0.28	$5

ga_fee

Source: County of Colusa; EPS.

[1] See Table 11 for details.

Attachment: Exhibit "A" 2021 DIF Update and Nexus Study of 10 29 2021 (8039 : 2021 Development Impact

Exhibit "A"

Table 11
County of Colusa Development Impact Fee Update
Estimated General Administration Facility and Equipment Costs

General Administration

Planned Facilities/Equipment	Future Facility Requirement Sq. Ft.	Cost per Sq. Ft.	Total Cost
Facilities			
Board of Supervisors' Office Remodel	1,000	$40	$40,000
Board of Supervisors' Chamber Remodel	1,500	$40	$60,000
Total General Administration Facility/Equipment Costs for Future Development			**$100,000**

ga_costs

Source: County of Colusa.

Attachment: Exhibit "A" 2021 DIF Update and Nexus Study of 10 29 2021 (8039 : 2021 Development Impact

Exhibit "A"

Service Population

The general administration facilities fee will be charged to residential and nonresidential development, and as such, the calculation is based on the County's future population growth between 2021 and 2041. As shown on **Table 10**, the total County service population is expected to grow from 13,229 to 16,142, an increase of 2,913 people.

Mitigation Fee Act Nexus Findings

Nexus findings are provided below addressing (1) the purpose of the fee, (2) the use of the fee, (3) the reasonable relationship between the use of fee revenue and the type of development on which the fee is imposed, (4) the reasonable relationship between the need for facility and type of project on which the fee is imposed, and (5) the reasonable relationship between the amount of the fee and cost of facilities or portion of facilities attributed to development on which the fee is imposed. The technical information and calculations provided above support these nexus findings/requirements.

Purpose of the Fee

The purpose of the fee is to fund General Administration facilities necessary to serve new development and ensure that new development pays its proportionate and fair share of general administration facility improvements.

Use of the Fee

Fee revenue will contribute funding for the improvements in General Administration facilities, which support the County Board's provision of services.

The Reasonable Relationship Between the Need for the Fee and the Type of Development on Which the Fee Is Imposed

The General Administration fee will be used to fund Board facilities. New residential and nonresidential development in the County will generate new residents and employees that will result in an increased demand for services and facilities included in the fee program.

A reasonable relationship therefore exists between the use of the General Administration fee and the new residential and nonresidential development on which the fee is imposed because the fee will be used to construct increased capacity of the Board facilities needed to accommodate the increased service population of the County.

Reasonable Relationship Between the Need for Facilities and the Type of Development on Which the Fee Is Imposed

New residents and employees of new residential and nonresidential development will contribute to countywide demand for General Administration services. The fee, charged to new residential and nonresidential development, will be used consistent with the manner described above, thus ensuring a relationship between the residential and nonresidential development being charged the fee and the manner in which the fee revenue is used.

Attachment: Exhibit "A" 2021 DIF Update and Nexus Study of 10 29 2021 (8039 : 2021 Development Impact Fee Update)

Exhibit "A"

A reasonable relationship therefore exists between the need for increased capacity of the General Administration and the Board and the new residential and nonresidential development on which the fee is imposed because the increased capacity of the General Administration and Board facilities is necessary to accommodate the increased service population of the County.

Reasonable Relationship Between the Amount of the Fee and the Cost of Facilities or Portion of Facilities Attributed to Development on Which the Fee Is Imposed

The total cost of General Administration facilities is allocated amongst the projected new County residential and nonresidential land uses based on the proportional demand each land use is anticipated to generate for the facilities. Demand for General Administration facilities is measured by persons served by each land use category.

A reasonable relationship therefore exists between the amount of the cost of General Administration facilities attributed to the residential and nonresidential development on which the fee is imposed because the cost is allocated based on the demand generated by new development for services as measured by the persons served by each development type.

Attachment: Exhibit "A" 2021 DIF Update and Nexus Study of 10 29 2021 (8039 : 2021 Development Impact Fee Update)

Exhibit "A"

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Attachment: Exhibit "A" 2021 DIF Update and Nexus Study of 10 29 2021 (8039 : 2021 Development Impact Fee Update)

Exhibit "A"

6. Planning and Building Facilities Fee Program

The County Planning and Building Departments provide a full range of development services, including long-range planning and processing of entitlement applications, subdivision applications, and building permits, to County residents and businesses. The County's planning and building fee program was first established in 2006.

Methodology

The Planning and Building Departments serve both residents and businesses in the County, and thus, the planning and building impact fee is charged to both residential and nonresidential development. The fee is designed to cover costs associated with special studies, facilities, and equipment necessary for the Planning and Building Departments to provide services to County residents and business.

The vehicles and computers in this Report are based on the number of future units needed to maintain the existing level of service. Costs for future development are allocated to land uses based on service population.

Fee Calculation

The planning and building impact fee is calculated in 2 steps. First, the fair share cost allocated to new development is divided by the growth in service population projected between 2021 and 2041. This yields a per resident cost of $61.05 and a cost per employee of $30.52, as shown in **Table 12**.

Second, the cost for each type of residential unit is determined by multiplying the number of persons projected for each household by the per resident cost. For nonresidential development, the cost per 1,000 square feet of floor area is determined by multiplying the number of employees per 1,000 square feet for the 3 categories of nonresidential uses. As shown in **Table 12**, this calculation results in a maximum impact fee of $189 for single-family units and $145 for multifamily units. For nonresidential development, the maximum impact fee is $44 per 1,000 square feet of commercial floor area, $17 per 1,000 square feet of industrial floor area, and $8 per 1,000 square feet of agricultural floor area.

Attachment: Exhibit "A" 2021 DIF Update and Nexus Study of 10 29 2021 (8039 : 2021 Development Impact Fee Update)

Exhibit "A"

Table 12
County of Colusa Development Impact Fee Update
Planning & Building Facilities Cost Allocation

Planning & Building

Item	Persons per Household / Employee per Sq. Ft.	Amount
Persons Served		
Future Residents		2,089
Future Employees		824
Future Persons Served		**2,913**
Total Planning & Building Costs Allocated to Future Development [1]		**$177,837**
Cost per Persons Served		**$61.05**
Cost per Resident		$61.05
Cost per Employee		$30.52
Fee by Land Use Category		
	persons	
Residential	*per unit*	*per unit*
Single-Family	3.10	$189
Multifamily	2.38	$145
	emp per	
Nonresidential	*1,000 sq. ft.*	*per 1,000 sq. ft.*
Commercial	1.43	$44
Industrial	0.56	$17
Agricultural	0.28	$8

pb_fee

Attachment: Exhibit "A" 2021 DIF Update and Nexus Study of 10 29 2021 (8039 : 2021 Development Impact

Exhibit "A"

Program Improvements and Cost Allocation

The 2 main components of the planning and building fee program, as shown on **Table 13**, include the cost of updating the development impact fee nexus study and the cost of equipment used by employees of the Planning and Building Departments. Best practices dictate that the County update the impact fee nexus study every 10 years. Thus, the cost of 2 nexus study updates over the study period of 2021 to 2041 are included.

The projected cost of the impact fee nexus study is a total of $150,000. Because the impact fee program is only for new development, 100 percent of the cost of the fee study update is allocated to the impact fee program. The equipment costs, which total $27,838, are for new vehicles and computers necessary for the planning and building departments to maintain current levels of service for future population and employment growth. The average cost of maintaining the current level of service while accommodating future service population growth is charged to new development.

According to **Table 14**, there are approximately 0.23 vehicles and 1.06 computers in the Planning and Building Departments' inventory per 1,000 people in the County's service population. To maintain this service level with the addition of 2,913 people to the service population by 2041, the Planning and Building Departments would need to add approximately 0.66 vehicles and 3.08 computers to their inventory.

Service Population

The planning and building fee will be charged to residential and nonresidential development, and as such, the calculation is based on the County's current and future population. As shown on **Table 14**, the total County service population is expected to grow from 13,229 to 16,142, an increase of 2,913 people. The service population resulting from new growth represents 22 percent of the projected 2041 service population. For the planning and building fee, which is tied to residential and nonresidential growth and demand, this represents the fair share allocation of costs related to the investments needed to serve new growth.

Mitigation Fee Act Nexus Findings

Nexus findings are provided below addressing (1) the purpose of the fee, (2) the use of the fee, (3) the reasonable relationship between the use of fee revenue and the type of development on which the fee is imposed, (4) the reasonable relationship between the need for facility and type of project on which the fee is imposed, and (5) the reasonable relationship between the amount of the fee and cost of facilities or portion of facilities attributed to development on which the fee is imposed. The technical information and calculations provided above support these nexus findings/requirements.

Attachment: Exhibit "A" 2021 DIF Update and Nexus Study of 10 29 2021 (8039 : 2021 Development Impact Fee Update)

Exhibit "A"

Table 13
County of Colusa Development Impact Fee Update
Estimated Planning & Building Facility and Equipment Costs

Planning & Building

Planned Facilities/Equipment	Future Facility Requirement				Total Cost
	Unit Cost		No. of Units		
Development Impact Fee Updates					
Fee Study Updates [1]	$75,000	each	2	each	$150,000
Equipment & Vehicles [2]					
Vehicles	$35,000	per vehicle	0.66	vehicles	$23,121
Computers	$1,530	per computer	3.08	computers	$4,717
Total Planning & Building Facility/Equipment Costs for Future Development					**$177,837**

pb_costs

Source: County of Colusa.

[1] The DIF Nexus Study will be updated every 10 years. The time horizon for this Nexus analysis is 20 years.
[2] Future equipment and vehicles based on existing level of service. See Table 14 for details.

Attachment: Exhibit "A" 2021 DIF Update and Nexus Study of 10 29 2021 (8039 : 2021 Development Impact

Exhibit "A"

Table 14
County of Colusa Development Impact Fee Update
Planning & Building Existing Level of Service Standards and Future Requirement

Planning & Building

Item	Employee Weighting Factor Assumption [1]	Existing Inventory	Existing Level of Service *per 1,000 persons served*	Future Development Requirements
Persons Served				
Residents	1.000	10,240		2,089
Employees	0.500	2,989		824
Total Persons Served		**13,229**		**2,913**
Equipment				
Vehicles		3	0.23	0.66
Computers		14	1.06	3.08

pb_los

Source: County of Colusa; EPS.

[1] Service population estimates are derived based on a weighting of 1.0 for residents and 0.5 for employees.

Attachment: Exhibit "A" 2021 DIF Update and Nexus Study of 10 29 2021 (8039 : 2021 Development Impact

Exhibit "A"

Purpose of the Fee

The purpose of the fee is to fund Planning and Building Departments facilities, equipment, and associated technological infrastructure necessary to serve new development and ensure that new development pays its proportionate and fair share of future Planning and Building Departments facility improvements.

Use of the Fee

Fee revenue will contribute funding for the expansion of Planning and Building Departments facilities, continued investment in equipment, and participation in the shared technological infrastructure that supports Planning and Building Departments functions.

The Reasonable Relationship Between the Need for the Fee and the Type of Development on Which the Fee Is Imposed

The Planning and Building fee will be used to fund expansion of Planning and Building Departments facilities, continued investment in equipment, and participation in the shared technological infrastructure that supports Planning and Building Departments functions. New residential and nonresidential development in the County will generate new residents and employees that will result in an increased demand for services and facilities and equipment included in the fee program.

A reasonable relationship therefore exists between the use of the Planning and Building Departments fee and the new residential and nonresidential development on which the fee is imposed because the fee will be used to construct the expansion of Planning and Building Departments facilities, continued investment in equipment, and participation in the shared technological infrastructure that supports Planning and Building Departments functions.

Reasonable Relationship Between the Need for Facilities and the Type of Development on Which the Fee Is Imposed

New residents and employees of new residential and nonresidential development will contribute to countywide demand for Planning and Building Departments services. The fee, charged to new residential and nonresidential development, will be used consistent with the manner described above, thus ensuring a relationship between the residential and nonresidential development being charged the fee and the manner in which the fee revenue is used.

A reasonable relationship therefore exists between the need for increased capacity of the Planning and Building Departments facilities and the new residential and nonresidential development on which the fee is imposed because the increased capacity of the Planning and Building Departments facilities is necessary to accommodate increased service population of the County.

Attachment: Exhibit "A" 2021 DIF Update and Nexus Study of 10 29 2021 (8039 : 2021 Development Impact Fee Update)

Exhibit "A"

Reasonable Relationship Between the Amount of the Fee and the Cost of Facilities or Portion of Facilities Attributed to Development on Which the Fee Is Imposed

The total cost of Planning and Building Departments facilities is allocated amongst the projected new County residential and nonresidential land uses based on the proportional demand each land use is anticipated to generate for the facilities. Demand for Planning and Building Departments facilities is measured by persons served by each land use category.

A reasonable relationship therefore exists between the amount of the cost of Planning and Building Departments facilities attributed to the residential and nonresidential development on which the fee is imposed because the cost is allocated based on the demand generated by new development for services as measured by the persons served by each development type.

Attachment: Exhibit "A" 2021 DIF Update and Nexus Study of 10 29 2021 (8039 : 2021 Development Impact Fee Update)

Exhibit "A"

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Attachment: Exhibit "A" 2021 DIF Update and Nexus Study of 10 29 2021 (8039 : 2021 Development Impact Fee Update)

Exhibit "A"

7. Probation Facilities Fee Program

The County Probation Department provides community safety services, including criminal offender supervision and enforcement of court-ordered criminal rehabilitation programs, such as community service. The County's probation facilities fee program was first established in 2006.

Methodology

The Probation Department serves both residents and businesses in the County, and thus, the probation facilities impact fee is charged to both residential and nonresidential development. The fee is designed to cover costs associated with new and improved facilities and equipment necessary for the Probation Department to provide services to County residents and business.

This Report assumes all costs for facility development, and the future equipment and vehicles needed to maintain the existing level of service, are allocated to land uses based on service population.

Fee Calculation

The probation facilities impact fee is calculated in 2 steps. First, the fair share cost allocated to new development is divided by the growth in service population projected between 2021 and 2041. This yields a per resident cost of $545 and a cost per employee of $273, as shown in **Table 15**.

Second, the cost for each type of residential unit is determined by multiplying the number of persons projected for each household by the per resident cost. For nonresidential development, the cost per 1,000 square feet of floor area is determined by multiplying the number of employees per 1,000 square feet for the 3 categories of nonresidential uses. As shown in **Table 15**, this calculation results in a maximum impact fee of $1,690 for single-family units and $1,297 for multifamily units. For nonresidential development, the maximum impact fee is $389 per 1,000 square feet of commercial floor area, $151 per 1,000 square feet of industrial floor area, and $76 per 1,000 square feet of agricultural floor area.

Program Improvements and Cost Allocation

The 2 main components of the probation facilities fee program, as shown on **Table 16**, include the cost of new and improved facilities and the cost of equipment used by employees of the Probation Department. Facilities costs include approximately 20,000 square feet of parking space needed for Probation Department operations and

Attachment: Exhibit "A" 2021 DIF Update and Nexus Study of 10 29 2021 (8039 : 2021 Development Impact Fee Update)

Exhibit "A"

Table 15
County of Colusa Development Impact Fee Update
Probation Facilities Cost Allocation

Probation

Item	Persons per Household / Employee per Sq. Ft.	Amount
Persons Served		
Future Residents		2,089
Future Employees		824
Future Persons Served		**2,913**
Total Probation Costs Allocated to Future Development [1]		**$1,587,691**
Cost per Persons Served		**$545**
Cost per Resident		$545
Cost per Employee		$273
Fee by Land Use Category		
	persons	
Residential	*per unit*	*per unit*
Single-Family	3.10	$1,690
Multifamily	2.38	$1,297
	emp per	
Nonresidential	*1,000 sq. ft.*	*per 1,000 sq. ft.*
Commercial	1.43	$389
Industrial	0.56	$151
Agricultural	0.28	$76

probation_fee

[1] See Table 16 for details.

Attachment: Exhibit "A" 2021 DIF Update and Nexus Study of 10 29 2021 (8039 : 2021 Development Impact

Exhibit "A"

Table 16
County of Colusa Development Impact Fee Update
Estimated Probation Facility and Equipment Costs

Probation

Planned Facilities/Equipment	Future Facility Requirement				
	Unit Cost		No. of Units		Total Cost
Facilities					
Administrative Office Spaces	$125	per sq. ft.	6,636	sq. ft.	$829,500
Day Reporting Center	$125	per sq. ft.	2,836	sq. ft.	$354,500
Parking Lots	$15	per sq. ft.	20,224	sq. ft.	$303,360
Subtotal Facilities					**$1,487,360**
Equipment & Vehicles [1]					
Radios	$1,200	per radio	2.86	radios	$3,435
Ballistic Vests	$1,200	per vests	2.64	vests	$3,171
Weapons	$700	per weapon	2.64	weapons	$1,850
Tasers	$1,200	per taser	2.64	tasers	$3,171
Police SUV	$40,000	per vehicle	1.32	vehicles	$52,848
Van	$40,000	per vehicle	0.66	vehicles	$26,424
Computers	$1,530	per computer	6.17	computers	$9,433
Subtotal Equipment & Vehicles					**$100,331**
Total Probation Facility/Equipment Costs for Future Development					**$1,587,691**

probation_costs

Source: County of Colusa.

[1] Future Equipment & Vehicles needs based on existing level of service. See Table 17 for details.

Attachment: Exhibit "A" 2021 DIF Update and Nexus Study of 10 29 2021 (8039 : 2021 Development Impact

approximately 10,000 square feet of office space for the department. Equipment costs include vehicles and computers, as well as specialized probation officer equipment such as radios, tasers, and ballistics vests. The total amount of equipment needed is based on maintaining current levels of service with future service population growth.

The projected cost of the Probation Department facilities is $1,487,360. Because these facilities are only needed to serve future service population growth, 100 percent of the facilities cost is allocated to the impact fee program. The equipment costs, which total $100,331, are based on the needed equipment to maintain current levels of service for future population and employment growth. The average cost of maintaining the current level of service while accommodating future service population growth is charged to new development.

The majority of Probation Department equipment costs are for new vehicles for the department. According to **Table 17**, there are approximately 0.45 sport utility vehicles (SUVs) and 0.23 vans in the department's inventory per 1,000 people in the County's service population. To maintain this service level with the addition of 2,913 people to the service population by 2041, the department would need to add approximately 1.32 SUVs and 0.66 vans to their inventory.

Service Population

The probation facilities fee will be charged to residential and nonresidential development, and as such, the calculation is based on the County's current and future population. As shown on **Table 17**, the total County service population is expected to grow from 13,229 to 16,142, an increase of 2,913 people. The service population resulting from new growth represents 22 percent of the projected 2041 service population. For the probation facilities fee, which is tied to residential and nonresidential growth and demand, this represents the fair share allocation of costs related to the investments needed to serve new growth.

Mitigation Fee Act Nexus Findings

Nexus findings are provided below addressing (1) the purpose of the fee, (2) the use of the fee, (3) the reasonable relationship between the use of fee revenue and the type of development on which the fee is imposed, (4) the reasonable relationship between the need for facility and type of project on which the fee is imposed, and (5) the reasonable relationship between the amount of the fee and cost of facilities or portion of facilities attributed to development on which the fee is imposed. The technical information and calculations provided above support these nexus findings/requirements.

Purpose of the Fee

The purpose of the fee is to fund Probation Department facilities, equipment, and associated technological infrastructure necessary to serve new development and ensure that new development pays its proportionate and fair share of future Probation Department facility improvements.

Attachment: Exhibit "A" 2021 DIF Update and Nexus Study of 10 29 2021 (8039 : 2021 Development Impact Fee Update)

Exhibit "A"

Table 17
County of Colusa Development Impact Fee Update
Probation Equipment Existing Level of Service Standards

Probation

Item	Employee Weighting Factor Assumption [1]	Existing Inventory	Existing Level of Service *per 1,000 persons served*	Future Development Requirements
Persons Served				
Residents	1.000	10,240		2,089
Employees	0.500	2,989		824
Total Persons Served		**13,229**		**2,913**
Equipment				
Radios		13	0.98	2.86
Ballistic Vests		12	0.91	2.64
Weapons		12	0.91	2.64
Tasers		12	0.91	2.64
Police SUV		6	0.45	1.32
Van		3	0.23	0.66
Computers		28	2.12	6.17

probation_los

Source: County of Colusa; EPS.

[1] Service population estimates are derived based on a weighting of 1.0 for residents and 0.5 for employees.

Attachment: Exhibit "A" 2021 DIF Update and Nexus Study of 10 29 2021 (8039 : 2021 Development Impact

Exhibit "A"

Use of the Fee

Fee revenue will contribute funding for the expansion of Probation Department facilities, continued investment in equipment, and participation in the shared technological infrastructure that supports Probation Department functions.

The Reasonable Relationship Between the Need for the Fee and the Type of Development on Which the Fee Is Imposed

The Probation Department fee will be used to fund expansion of Probation Department facilities, continued investment in equipment, and participation in the shared technological infrastructure that supports Probation Department functions. New residential and nonresidential development in the County will generate new residents and employees that will result in an increased demand for services and facilities and equipment included in the fee program.

A reasonable relationship therefore exists between the use of the Probation Department fee and the new residential and nonresidential development on which the fee is imposed because the fee will be used to construct the expansion of Probation Department facilities, continued investment in equipment, and participation in the shared technological infrastructure that supports Probation Department functions.

Reasonable Relationship Between the Need for Facilities and the Type of Development on Which the Fee Is Imposed

New residents and employees of new residential and nonresidential development will contribute to countywide demand for Probation Department services. The fee, charged to new residential and nonresidential development, will be used consistent with the manner described above, thus ensuring a relationship between the residential and nonresidential development being charged the fee and the manner in which the fee revenue is used.

A reasonable relationship therefore exists between the need for increased capacity of the Probation Department facilities and the new residential and nonresidential development on which the fee is imposed because the increased capacity of the Probation Department facilities is necessary to accommodate the increased service population of the County.

Reasonable Relationship Between the Amount of the Fee and the Cost of Facilities or Portion of Facilities Attributed to Development on Which the Fee Is Imposed

The total cost of Probation Department facilities is allocated amongst the projected new County residential and nonresidential land uses based on the proportional demand each land use is anticipated to generate for the facilities. Demand for Probation Department facilities is measured by persons served by each land use category.

A reasonable relationship therefore exists between the amount of the cost of Probation Department facilities attributed to the residential and nonresidential development on which the fee is imposed because the cost is allocated based on the demand generated by new development for services as measured by the persons served by each development type.

Attachment: Exhibit "A" 2021 DIF Update and Nexus Study of 10 29 2021 (8039 : 2021 Development Impact Fee Update)

Exhibit "A"

8. Public Works Roadways Fee Program

The Public Works Department provides services related to the planning, design, construction, and operation of public infrastructure throughout the County, including roads and bridges, flood control, water conservation, and solid waste collection. The Public Works Roadway fee program is designed to cover new and expanded roadway facilities needed to accommodate transportation demand growth associated with new development in the County.

Methodology

The County roadway system serves both residents and businesses in the County, and thus, the roadway impact fee is charged to both residential and nonresidential development. The fee is designed to cover costs associated with new and improved roadways necessary to provide safe and reliable transportation for people living and working in the County.

This Report apportions costs to new development based on new development's proportion of total transportation equivalent dwelling units.

Fee Calculation

The roadways impact fee is calculated in 2 steps. First, a Dwelling Unit Equivalent (DUE) is calculated for each land use category based on each use's trip generation rate, as derived from the 9th Edition of the Institute of Transportation Engineers' Trip Generation Manual. For example, a single-family unit is assigned 1 DUE, while 1,000 square feet of commercial floor area is assigned 1.272 DUE. Then, the total roadway costs allocated to future development are divided by the total projected new DUEs resulting from new development between 2021 and 2041. This yields a per DUE cost of $3,951, as shown in **Table 18**.

Second, the cost for each type of land use is determined by multiplying the per-DUE cost of roadways by that land use's calculated DUE projected for each household by the per resident cost. As shown in **Table 18**, this calculation results in a maximum impact fee of $3,951 for single-family units and $2,450 for multifamily units. For nonresidential development, the maximum impact fee is $5,026 per 1,000 square feet of commercial floor area, $1,185 per 1,000 square feet of industrial floor area, and $593 per 1,000 square feet of agricultural floor area.

Attachment: Exhibit "A" 2021 DIF Update and Nexus Study of 10 29 2021 (8039 : 2021 Development Impact Fee Update)

Exhibit "A"

Table 18
County of Colusa Development Impact Fee Update
Public Works: Roadways Cost Allocation

Public Works

Item	Persons per Household / Employee per Sq. Ft.	Amount
Future Transportation DUEs [1]		**1,743**
Total Roadways Costs Allocated to Future Development [2]		**$6,885,959**
Cost per Transportation DUE		**$3,951**
Fee by Land Use Category		
	DUEs	
Residential	*per unit*	*per unit*
Single-Family	1.00	$3,951
Multifamily	0.62	$2,450
	DUEs per	
Nonresidential	*1,000 sq. ft.*	*per 1,000 sq. ft.*
Commercial	1.27	$5,026
Industrial	0.30	$1,185
Agricultural	0.15	$593

pw_fee

[1] See Table 20.
[2] See Table 19.

Attachment: Exhibit "A" 2021 DIF Update and Nexus Study of 10 29 2021 (8039 : 2021 Development Impact

Exhibit "A"

Program Improvements and Cost Allocation

As shown in **Table 19**, the roadways impact fee program includes approximately 66 centerline (or lane) miles of new and improved roadways, such as Maxwell Road, Lonestar Road, and Grimes Arbuckle Avenue. The total cost of these facilities is $34.7 million. Because both existing and future residents and employees in the County will benefit from these new and improved facilities, the fee program only includes 19.8 percent, or new development's fair share of these costs. This fair share cost amounts to $6.9 million.

The 19.8 percent fair share allocation for new development is calculated by determining the proportion of total DUEs in the County in 2041 that are from new growth occurring between 2021 and 2041. As shown in **Table 20**, there will be approximately 8,782 DUEs in the County in 2041. New growth occurring between 2021 and 2041 will account for 1,743 DUEs, or 19.8 percent of total 2041 DUEs. This is the proportion of roadway cost that is allocated to the fee program to be paid by new development.

Service Population

The roadway facilities fee will be charged to residential and nonresidential development, and as such, the calculation is based on the vehicle trips generated by current and future population. As shown on **Table 20**, the total number of trips generated by land uses in the County is expected to rise from 7,040 to 8.782, an increase of 1,743 trips. The vehicle trips resulting from new growth represent 19.8 percent of the total vehicle trips generated by the 2041 service population. For the roadways facilities fee, which is tied to residential and nonresidential growth and demand, this represents the fair share allocation of costs related to the investments needed to serve new growth.

Mitigation Fee Act Nexus Findings

Nexus findings are provided below addressing (1) the purpose of the fee, (2) the use of the fee, (3) the reasonable relationship between the use of fee revenue and the type of development on which the fee is imposed, (4) the reasonable relationship between the need for facility and type of project on which the fee is imposed, and (5) the reasonable relationship between the amount of the fee and cost of facilities or portion of facilities attributed to development on which the fee is imposed. The technical information and calculations provided above support these nexus findings/requirements.

Purpose of the Fee

The purpose of the fee is to fund roadway expansions and improvements to serve new development and ensure that new development pays its proportionate and fair share of future roadway facility improvements.

Attachment: Exhibit "A" 2021 DIF Update and Nexus Study of 10 29 2021 (8039 : 2021 Development Impact Fee Update)

Exhibit "A"

Table 19
County of Colusa Development Impact Fee Update
Estimated Planned Roadways Facility Costs

Public Works

Planned Facilities/Equipment	Future Facility Requirement			
	Unit Cost		No. of Units	Total Cost
Roadways				
Maxwell Site Road/Oak St	$525,000	per centerline mile	7.5 miles	$3,937,500
Maxwell Road	$525,000	per centerline mile	8.6 miles	$4,515,000
Old 99 W - Williams City Limits to Glenn Co	$525,000	per centerline mile	15 miles	$7,875,000
Old 99 W - Arbuckle to Yolo County	$525,000	per centerline mile	6.75 miles	$3,543,750
Lonestar Rd	$525,000	per centerline mile	9.7 miles	$5,092,500
Grimes Arbuckle Rd	$525,000	per centerline mile	12.25 miles	$6,431,250
Wildwood Ave	$525,000	per centerline mile	6.3 miles	$3,307,500
Total Roadways Costs				**$34,702,500**
Costs Allocated to New Development [1]			**19.8%**	**$6,885,959**

pw_costs

Source: County of Colusa.

[1] Costs allocated to new development based on new development's share of total estimated transportation DUEs. See Table 20 for details.

Attachment: Exhibit "A" 2021 DIF Update and Nexus Study of 10 29 2021 (8039 : 2021 Development Impact

Exhibit "A"

Table 20
County of Colusa Development Impact Fee Update
Public Works: Existing and Future Transportation DUEs

Public Works

Land Use	DUE Assumptions [1]	Existing Units/ Sq. Ft.[2]	Existing Trip DUEs	Future Units/ Sq. Ft.[2]	Future Trip DUEs	Total Transportation DUEs	Future as % of Total DUEs (Total Only)
Residential	*per unit*	*units*					
Single-Family [3]	1.000	5,780	5,780	592	592	6,372	-
Multifamily [4]	0.620	886	549	106	66	615	-
Subtotal Residential		**6,666**	**6,329**	**698**	**658**	**6,987**	-
Nonresidential	*per 1,000 sq. ft.*	*bldg. sq. ft.*					
Commercial [5]	1.272	492,669	627	399,659	508	1,135	-
Industrial [6]	0.300	179,703	54	1,297,725	389	443	-
Agricultural [7]	0.150	197,321	30	1,248,126	187	217	-
Subtotal Nonresidential		**869,693**	**710**	**2,945,510**	**1,085**	**1,795**	-
Total			**7,040**		**1,743**	**8,782**	**19.8%**

road_trips

Source: Colusa County General Plan Update Background Report, June 2010; County of Placer Countywide Traffic Fee Program Schedule (August 24, 2020); EPS.

[1] DUE assumptions from the County of Placer Countywide Traffic Fee Program Schedule, which are based on the Institute of Transportation Engineers Trip Generation Manual, 9th Edition.
[2] Existing nonresidential building square footage is based on Table 1.1-4: Assessed Land Uses - Unincorporated County from the Colusa County General Plan Update Background Report prepared June 2010.
[3] Uses ITE Code 210, Single Family land use category.
[4] Uses ITE Code 220, Multi-Family/Apartment land use category.
[5] Uses ITE Code 820, Local Shopping Center (≤200 Ksf) land use category.
[6] Uses ITE Code 150, Warehouse land use category.
[7] Assumes the Agricultural uses travel demand is half of Industrial/Warehouse.

Attachment: Exhibit "A" 2021 DIF Update and Nexus Study of 10 29 2021 (8039 : 2021 Development Impact

Exhibit "A"

Use of the Fee

Fee revenue will contribute funding for the expansion and improvement of County-operated roadways.

The Reasonable Relationship Between the Need for the Fee and the Type of Development on Which the Fee Is Imposed

The Public Works roadway fee will be used to fund roadway expansion and improvements. New residential and nonresidential development in the County will generate new residents and employees that will result in increased traffic on roadways included in the fee program.

A reasonable relationship therefore exists between the use of the Public Works roadway fee and the new residential and nonresidential development on which the fee is imposed because the fee will be used to construct expanded capacity on roadways included in the fee program.

Reasonable Relationship Between the Need for Facilities and the Type of Development on Which the Fee Is Imposed

New residents and employees of new residential and nonresidential development will contribute to increased traffic volumes on roadways included in the fee program. New residential and nonresidential development and the associated new residents and employees in the County will make vehicle trips on County-operated roadways. The fee, charged to new residential and nonresidential development, will be used consistent with the manner described above, thus ensuring a relationship between the residential and nonresidential development being charged the fee and the manner in which the fee revenue is used.

A reasonable relationship therefore exists between the need for increased capacity of roadways included in the fee program and the new residential and nonresidential development on which the fee is imposed because the increased capacity of roadway facilities is necessary to accommodate the increased service population of the County.

Reasonable Relationship Between the Amount of the Fee and the Cost of Facilities or Portion of Facilities Attributed to Development on Which the Fee Is Imposed

The total cost of Public Works roadway facilities is allocated amongst the projected new County residential and nonresidential land uses based on the proportional demand each land use is anticipated to generate for the facilities. Demand for Probation Department facilities is measured by persons served by each land use category.

A reasonable relationship therefore exists between the amount of the cost of Probation Department facilities attributed to the residential and nonresidential development on which the fee is imposed because the cost is allocated based on the demand generated by new development for services as measured by the persons served by each development type.

Attachment: Exhibit "A" 2021 DIF Update and Nexus Study of 10 29 2021 (8039 : 2021 Development Impact Fee Update)

Exhibit "A"

9. Agriculture and Air Pollution Facilities

The County Department of Agriculture and Air Pollution Control District (CCAPCD) provides enforcement and administration of agricultural and air pollution-related laws, regulations, and programs. The County does not have an agriculture and air pollution impact fee program.

Methodology

The Department of Agriculture and CCAPCD serve both residents and businesses in the County and thus the agriculture and air pollution facilities impact fee is charged to both residential and nonresidential development. The fee is designed to cover costs associated with new and improved equipment necessary for the Department of Agriculture and CCAPCD to provide services to County residents and business.

This Report allocates the total weight truck costs and the number of vehicles and computers needed to maintain the existing level of service. Costs for future development are allocated to land uses based on service population.

Fee Calculation

The agriculture and air pollution facilities impact fee is calculated in 2 steps. First, the fair share cost allocated to new development is divided by the growth in service population projected between 2021 and 2041. This yields a per resident cost of $74 and a cost per employee of $37, as shown in **Table 21**.

Second, the cost for each type of residential unit is determined by multiplying the number of persons projected for each household by the per resident cost. For nonresidential development, the cost per 1,000 square feet of floor area is determined by multiplying the number of employees per 1,000 square feet for the 3 categories of nonresidential uses. As shown in **Table 21**, this calculation results in a maximum impact fee of $228 for single-family units and $175 for multifamily units. For nonresidential development, the maximum impact fee is $53 per 1,000 square feet of commercial floor area, $20 per 1,000 square feet of industrial floor area, and $10 per 1,000 square feet of agricultural floor area.

Program Improvements and Cost Allocation

The 2 main components of the agriculture and air pollution fee program, as shown on **Table 22**, include the cost of new vehicles and the cost of equipment used by employees of the Department of Agriculture and CCAPCD. Vehicle costs include a weigh truck and

Attachment: Exhibit "A" 2021 DIF Update and Nexus Study of 10 29 2021 (8039 : 2021 Development Impact Fee Update)

Exhibit "A"

Table 21
County of Colusa Development Impact Fee Update
Agricultural & Air Pollution Facilities Cost Allocation

Agricultural & Air Pollution

Item	Persons per Household / Employee per Sq. Ft.	Amount
Persons Served		
Future Residents		2,089
Future Employees		824
Future Persons Served		**2,913**
Total Agricultural & Air Pollution Costs Allocated to Future Development [1]		**$214,645**
Cost per Persons Served		**$74**
Cost per Resident		$74
Cost per Employee		$37
Fee by Land Use Category		
	persons	
Residential	*per unit*	*per unit*
Single-Family	3.10	$228
Multifamily	2.38	$175
	emp per	
Nonresidential	*1,000 sq. ft.*	*per 1,000 sq. ft.*
Commercial	1.43	$53
Industrial	0.56	$20
Agricultural	0.28	$10

ag_fee

[1] See Table 22.

Attachment: Exhibit "A" 2021 DIF Update and Nexus Study of 10 29 2021 (8039 : 2021 Development Impact

Exhibit "A"

Table 22
County of Colusa Development Impact Fee Update
Estimated Planned Agricultural & Air Pollution Facility Costs

Agricultural & Air Pollution

Planned Facilities/Equipment	Future Facility Requirement				
	Unit Cost		No. of Units		Total Cost
Equipment & Vehicles [1]					
Weight Truck	$200,000	per truck	0.22	truck	$44,040
Vehicles	$35,000	per vehicle	4.62	vehicle	$161,846
Computers	$1,530	per computer	5.73	computers	$8,759
Total Agricultural & Air Pollution Facility Costs for Future Development					**$214,645**

ag_costs

Source: County of Colusa.

[1] Future Vehicles and Computers based on existing level of service. See Table 23 for details.

Attachment: Exhibit "A" 2021 DIF Update and Nexus Study of 10 29 2021 (8039 : 2021 Development Impact

standard automobiles for employee use. Equipment costs include computers. The total amount of vehicles and equipment needed is based on maintaining current levels of service with future service population growth.

The projected cost of the aforementioned vehicles and equipment is $224,173, as shown in **Table 22**. The vehicle and computer needs are based on the equipment needed to maintain current levels of service for future population and employment growth. The average cost of maintaining the current level of service while accommodating future service population growth is charged to new development.

Currently, the Department of Agriculture and CCAPCD have 0.08 weight trucks, 0.15 vehicles, and 1.97 computers per 1,000 people in the County's service population, as shown **Table 23**. To maintain this service level with the addition of 2,913 people to the service population by 2041, the department would need to add approximately 0.22 weight trucks, 0.44 vehicles, and 5.73 computers to their inventory.

Service Population

The agriculture and air pollution facilities fee will be charged to residential and nonresidential development, and as such, the calculation is based on the County's current and future population. As shown on **Table 23**, the total County service population is expected to grow from 13,229 to 16,142, an increase of 2,913 people. The service population resulting from new growth represents 22 percent of the projected 2041 service population.

Mitigation Fee Act Nexus Findings

Nexus findings are provided below addressing (1) the purpose of the fee, (2) the use of the fee, (3) the reasonable relationship between the use of fee revenue and the type of development on which the fee is imposed, (4) the reasonable relationship between the need for facility and type of project on which the fee is imposed, and (5) the reasonable relationship between the amount of the fee and cost of facilities or portion of facilities attributed to development on which the fee is imposed. The technical information and calculations provided above support these nexus findings/requirements.

Purpose of the Fee

The purpose of the fee is to fund Department of Agriculture and CCAPCD equipment and ensure that new development pays its proportionate and fair share of future equipment purchases.

Use of the Fee

Fee revenue will contribute funding for the purchase of Department of Agriculture and CCAPCD equipment.

Attachment: Exhibit "A" 2021 DIF Update and Nexus Study of 10 29 2021 (8039 : 2021 Development Impact Fee Update)

Exhibit "A"

Table 23
County of Colusa Development Impact Fee Update
Agricultural & Air Pollution Existing Level of Service Standards and Future Requirement

Agricultural & Air Pollution

Item	Employee Weighting Factor Assumption [1]	Existing Inventory	Existing Level of Service *per 1,000 persons served*	Future Development Requirements
Persons Served				
Residents	1.000	10,240		2,089
Employees	0.500	2,989		824
Total Persons Served		**13,229**		**2,913**
Equipment				
Weight Trucks		1	0.08	0.22
Vehicles		21	1.59	4.62
Computers		26	1.97	5.73

ag_los

Source: County of Colusa; EPS.

[1] Service population estimates are derived based on a weighting of 1.0 for residents and 0.5 for employees.

Attachment: Exhibit "A" 2021 DIF Update and Nexus Study of 10 29 2021 (8039 : 2021 Development Impact

Exhibit "A"

The Reasonable Relationship Between the Need for the Fee and the Type of Development on Which the Fee Is Imposed

The Department of Agriculture and CCAPCD fee will be used to fund equipment. New residential and nonresidential development in the County will generate new residents and employees that will result in an increased need for equipment included in the fee program.

A reasonable relationship therefore exists between the use of the Department of Agriculture and CCAPCD fee and the new residential and nonresidential development on which the fee is imposed because the fee will be used to fund equipment included in the fee program.

Reasonable Relationship Between the Need for Facilities and the Type of Development on Which the Fee Is Imposed

New residents and employees of new residential and nonresidential development will contribute to expanded services for the Department of Agriculture and CCAPCD and the equipment included in the fee program. The fee, charged to new residential and nonresidential development, will be used consistent with the manner described above, thus ensuring a relationship between the residential and nonresidential development being charged the fee and the manner in which the fee revenue is used.

A reasonable relationship therefore exists between the need for equipment included in the fee program and the new residential and nonresidential development on which the fee is imposed because the new equipment is necessary to accommodate the increased service population of the County.

Reasonable Relationship Between the Amount of the Fee and the Cost of Facilities or Portion of Facilities Attributed to Development on Which the Fee Is Imposed

The total cost of Department of Agriculture and CCAPCD equipment is allocated amongst the projected new County residential and nonresidential land uses based on the proportional demand each land use is anticipated to generate for the facilities. Demand for Department of Agriculture and CCAPCD equipment is measured by persons served by each land use category.

A reasonable relationship therefore exists between the amount of the cost of Department of Agriculture and CCAPCD equipment attributed to the residential and nonresidential development on which the fee is imposed because the cost is allocated based on the demand generated by new development for services as measured by the persons served by each development type.

Attachment: Exhibit "A" 2021 DIF Update and Nexus Study of 10 29 2021 (8039 : 2021 Development Impact Fee Update)

Exhibit "A"

10. Environmental Health Facilities

The County Environmental Health Department provides public and environmental health services for people living or working in the County. This includes permitting and inspection services for food service establishments, cottage food operations and public pools, as well as protection of environmental health through oversight of hazardous materials cleanup and disposal, small water systems and water wells. The County does not have an environmental health fee program.

Methodology

The Department of Environmental Health serves both residents and businesses in the County, and thus, the environmental health facilities impact fee is charged to both residential and nonresidential development. The fee is designed to cover costs associated with new and improved equipment necessary for the Department of Environmental Health to provide services to County residents and business.

This Report allocates costs to new development based on the number of vehicles and computers needed to maintain the existing level of service. Costs for future development are allocated to land uses based on service population.

Fee Calculation

The environmental health impact fee is calculated in 2 steps. First, the fair share cost allocated to new development is divided by the growth in service population projected between 2021 and 2041. This yields a per resident cost of $5.87 and a cost per employee of $2.93, as shown in **Table 24**.

Second, the cost for each type of residential unit is determined by multiplying the number of persons projected for each household by the per resident cost. For nonresidential development, the cost per 1,000 square feet of floor area is determined by multiplying the number of employees per 1,000 square feet for the 3 categories of nonresidential uses. As shown in **Table 24**, this calculation results in a maximum impact fee of $18 for single-family units and $14 for multifamily units. For nonresidential development, the maximum impact fee is $4 per 1,000 square feet of commercial floor area, $2 per 1,000 square feet of industrial floor area, and $1 per 1,000 square feet of agricultural floor area.

Attachment: Exhibit "A" 2021 DIF Update and Nexus Study of 10 29 2021 (8039 : 2021 Development Impact Fee Update)

Exhibit "A"

Table 24
County of Colusa Development Impact Fee Update
Environmental Health Facilities Cost Allocation

Environmental Health

Item	Persons per Household / Employee per Sq. Ft.	Amount
Persons Served		
Future Residents		2,089
Future Employees		824
Future Persons Served		**2,913**
Total Environmental Health Costs Allocated to Future Development [1]		**$17,098**
Cost per Persons Served		**$5.87**
Cost per Resident		$5.87
Cost per Employee		$2.93
Fee by Land Use Category		
	persons per unit	*per unit*
Residential		
Single-Family	3.10	$18
Multifamily	2.38	$14
	emp per 1,000 sq. ft.	*per 1,000 sq. ft.*
Nonresidential		
Commercial	1.43	$4
Industrial	0.56	$2
Agricultural	0.28	$1

env_fee

[1] See Table 25.

Attachment: Exhibit "A" 2021 DIF Update and Nexus Study of 10 29 2021 (8039 : 2021 Development Impact

Exhibit "A"

Program Improvements and Cost Allocation

The 2 main components of the environmental health facilities fee program, as shown on **Table 25**, include the cost of new vehicles and the cost of equipment used by employees of the Department of Environmental Health. The total amount of vehicles and equipment needed is based on maintaining current levels of service with future service population growth.

The projected cost of the aforementioned vehicles and equipment facilities is $17,098, as shown in **Table 25**. The vehicle and computer needs are based on the equipment needed to maintain current levels of service for future population and employment growth. The average cost of maintaining the current level of service while accommodating future service population growth is charged to new development.

Currently, the Department of Environmental Health has 0.15 vehicles and 0.38 computers per 1,000 people in the County's service population, as shown **Table 26**. To maintain this service level with the addition of 2,913 people to the service population by 2041, the department would need to add approximately 0.44 vehicles and 1.10 computers to their inventory.

Service Population

The environmental health facilities fee will be charged to residential and nonresidential development, and as such, the calculation is based on the County's current and future population. As shown on **Table 26**, the total County service population is expected to grow from 13,229 to 16,142, an increase of 2,913 people. The service population resulting from new growth represents 22 percent of the projected 2041 service population.

Mitigation Fee Act Nexus Findings

Nexus findings are provided below addressing (1) the purpose of the fee, (2) the use of the fee, (3) the reasonable relationship between the use of fee revenue and the type of development on which the fee is imposed, (4) the reasonable relationship between the need for facility and type of project on which the fee is imposed, and (5) the reasonable relationship between the amount of the fee and cost of facilities or portion of facilities attributed to development on which the fee is imposed. The technical information and calculations provided above support these nexus findings/requirements.

Purpose of the Fee

The purpose of the fee is to fund Department of Environmental Health equipment purchases and ensure that new development pays its proportionate and fair share of future equipment purchases.

Attachment: Exhibit "A" 2021 DIF Update and Nexus Study of 10 29 2021 (8039 : 2021 Development Impact Fee Update)

Exhibit "A"

Table 25
County of Colusa Development Impact Fee Update
Estimated Planned Environmental Health Facility Costs

Environmental Health

Planned Facilities/Equipment	Future Facility Requirement				Total Cost
	Unit Cost		No. of Units		
Equipment & Vehicles [1]					
Vehicles	$35,000	per vehicle	0.44	vehicles	$15,414
Computers	$1,530	per computer	1.10	computers	$1,685
Total Environmental Health Facility/Equipment Costs for Future Development					**$17,098**

env_costs

Source: County of Colusa.

[1] Future vehicles based on existing level of service. See Table 26 for details.

Attachment: Exhibit "A" 2021 DIF Update and Nexus Study of 10 29 2021 (8039 : 2021 Development Impact

Exhibit "A"

Table 26
County of Colusa Development Impact Fee Update
Environmental Health Existing Level of Service Standards and Future Requirement

Environmental Health

Item	Employee Weighting Factor Assumption	Existing Inventory	Existing Level of Service *per 1,000 persons served*	Future Development Requirements
Persons Served				
Residents	1.000	10,240		2,089
Employees	0.500	2,989		824
Total Persons Served		**13,229**		**2,913**
Equipment & Vehicles				
Vehicles		2	0.15	0.44
Computers		5	0.38	1.10

env_los

Source: County of Colusa; EPS.

Attachment: Exhibit "A" 2021 DIF Update and Nexus Study of 10 29 2021 (8039 : 2021 Development Impact

Exhibit "A"

Use of the Fee

Fee revenue will contribute funding for the purchase of Department of Environmental Health equipment.

The Reasonable Relationship Between the Need for the Fee and the Type of Development on Which the Fee Is Imposed

The Department of Environmental Health fee will be used to fund equipment. New residential and nonresidential development in the County will generate new residents and employees that will result in an increased need for equipment included in the fee program.

A reasonable relationship therefore exists between the use of the Department of Environmental Health fee and the new residential and nonresidential development on which the fee is imposed because the fee will be used to fund equipment included in the fee program.

Reasonable Relationship Between the Need for Facilities and the Type of Development on Which the Fee Is Imposed

New residents and employees of new residential and nonresidential development will contribute to expanded services for the Department of Environmental Health and the equipment included in the fee program. The fee, charged to new residential and nonresidential development, will be used consistent with the manner described above, thus ensuring a relationship between the residential and nonresidential development being charged the fee and the manner in which the fee revenue is used.

A reasonable relationship therefore exists between the need for equipment included in the fee program and the new residential and nonresidential development on which the fee is imposed because the new equipment is necessary to accommodate the increased service population of the County.

Reasonable Relationship Between the Amount of the Fee and the Cost of Facilities or Portion of Facilities Attributed to Development on Which the Fee Is Imposed

The total cost of Department of Environmental Health equipment is allocated amongst the projected new County residential and nonresidential land uses based on the proportional demand each land use is anticipated to generate for the facilities. Demand for Department of Environmental Health equipment is measured by persons served by each land use category.

A reasonable relationship therefore exists between the amount of the cost of Department of Environmental Health equipment attributed to the residential and nonresidential development on which the fee is imposed because the cost is allocated based on the demand generated by new development for services as measured by the persons served by each development type.

Attachment: Exhibit "A" 2021 DIF Update and Nexus Study of 10 29 2021 (8039 : 2021 Development Impact Fee Update)

Exhibit "A"

11. Fire Facilities Fee

There are 3 fire districts in the County, providing fire protection and emergency response services to residents and businesses within their respective districts. These 3 districts are the Bear River/Indian Valley Fire District, the Princeton Fire District, and the Sacramento River Fire District (collectively, the districts).

This section will discuss the maximum justified fees for the districts based on the information received from fire district staff. County staff will request that a lower fee be implemented for each district based on countywide averages from other fire fee programs in the County.

Methodology

The districts serve both residents and businesses in the County, and thus, the fire facilities impact fee is charged to both residential and nonresidential development. The fee is designed to cover costs associated with new and improved equipment necessary for the districts to provide services to County residents and business.

Fee Calculation

The fire facilities impact fee is calculated in 2 steps. First, the fair share cost for each district allocated to new development is divided by the growth in service population projected between 2021 and 2041 within each district. This yields a per resident cost and a per employee cost for each district, as shown in **Table 27**.

Second, the cost for each type of residential unit is determined by multiplying the number of persons projected for each household by the per resident cost. For nonresidential development, the cost per 1,000 square feet of floor area is determined by multiplying the number of employees per 1,000 square feet for the 3 categories of nonresidential uses. As shown in **Table 27**, this calculation results in a maximum impact fee for single-family units and multifamily units within each district. For nonresidential development, the maximum impact fee is differentiated by commercial, industrial, and agriculture land uses within each district.

Program Improvements and Cost Allocation

The 2 main components of the fire facilities fee program, as shown on **Table 28**, include the cost of new vehicles and the cost and equipment used by employees of the districts. The total amount of vehicles and equipment needed is based on maintaining current levels of service with future service population growth.

Attachment: Exhibit "A" 2021 DIF Update and Nexus Study of 10 29 2021 (8039 : 2021 Development Impact Fee Update)

Exhibit "A"

Table 27-A
County of Colusa Development Impact Fee Update
Fire Facilities and Equipment Cost Allocation - Bear Valley/Indian Valley Fire District

Fire: Bear Valley/Indian Valley

Item	Persons per Household / Employee per Sq. Ft.	Amount
Persons Served [1]		
Future Residents		174
Future Employees		24
Future Persons Served		**198**
Total Fire Costs Allocated to Future Development [2]		**$1,654,779**
Cost per Persons Served		**$8,357**
Cost per Resident		$8,357
Cost per Employee		$4,179
Fee by Land Use Category		
	persons per unit	*per unit*
Residential		
Single-Family	3.10	$25,908
Multifamily	2.38	$19,891
	emp per 1,000 sq. ft.	*per 1,000 sq. ft.*
Nonresidential		
Commercial	1.43	$5,970
Industrial	0.56	$2,322
Agricultural	0.28	$1,161

fire_fee_bv

Source: County of Colusa; EPS.

[1] Future persons served based on the growth projections for Stonyford. See Table A-1 for details.
[2] See Table 28 for details.

Attachment: Exhibit "A" 2021 DIF Update and Nexus Study of 10 29 2021 (8039 : 2021 Development Impact

Exhibit "A"

Table 27-B
County of Colusa Development Impact Fee Update
Fire Facilities and Equipment Cost Allocation - Princeton Fire District

Fire: Princeton

Item	Persons per Household / Employee per Sq. Ft.	Amount
Persons Served [1]		
Future Residents		220
Future Employees		31
Future Persons Served		**251**
Total Fire Costs Allocated to Future Development [2]		**$1,017,007**
Cost per Persons Served		**$4,052**
Cost per Resident		$4,052
Cost per Employee		$2,026

Fee by Land Use Category

	persons per unit	*per unit*
Residential		
Single-Family	3.10	$12,561
Multifamily	2.38	$9,643
	emp per 1,000 sq. ft.	*per 1,000 sq. ft.*
Nonresidential		
Commercial	1.43	$2,894
Industrial	0.56	$1,126
Agricultural	0.28	$563

fire_fee_pr

Source: County of Colusa; EPS.

[1] Future persons served based on the growth projections for Princeton. See Table A-1 for details.
[2] See Table 28 for details.

Attachment: Exhibit "A" 2021 DIF Update and Nexus Study of 10 29 2021 (8039 : 2021 Development Impact

Exhibit "A"

Table 27-C
County of Colusa Development Impact Fee Update
Fire Facilities and Equipment Cost Allocation - Sacramento River Fire District

Fire: Sacramento River

Item	Persons per Household / Employee per Sq. Ft.	Amount
Persons Served [1]		
Future Residents		214
Future Employees		29
Future Persons Served		**243**
Total Fire Costs Allocated to Future Development [2]		**$628,695**
Cost per Persons Served		**$2,587**
Cost per Resident		$2,587
Cost per Employee		$1,294

Fee by Land Use Category

	persons per unit	*per unit*
Residential		
Single-Family	3.10	$8,020
Multifamily	2.38	$6,158
	emp per 1,000 sq. ft.	*per 1,000 sq. ft.*
Nonresidential		
Commercial	1.43	$1,848
Industrial	0.56	$719
Agricultural	0.28	$359

fire_fee_sr

Source: County of Colusa; EPS.

[1] Future persons served based on the growth projections for the Sacramento River area. See Table A-1 for details.
[2] See Table 28 for details.

Attachment: Exhibit "A" 2021 DIF Update and Nexus Study of 10 29 2021 (8039 : 2021 Development Impact

Exhibit "A"

Table 28
County of Colusa Development Impact Fee Update
Estimated Fire Facility and Equipment Costs

Fire

Planned Facilities/Equipment	No. of Units [1]	Replacement Value per Unit	Total Costs
Bear Valley/Indian Valley Fire District			
Type I/II Engines/Pumpers	1.22	$600,000	$732,743
Water tender	1.83	$125,000	$228,982
Type III Engines	1.83	$250,000	$457,965
Rescue Unit	1.83	$125,000	$228,982
ATV	0.61	$10,000	$6,106
Subtotal			**$1,654,779**
Princeton Fire Protection District			
2002 Type II Engine/Pumper	0.63	$600,000	$375,510
2006 Type II Engine Pumper	0.63	$600,000	$375,510
2001 Ford F350 Command Vehicle	0.63	$125,000	$78,231
1996 F350	0.63	$125,000	$78,231
2013 Cat water tender	0.63	$125,000	$78,231
GMC 1986 Engine/Pumper	0.63	$50,000	$31,293
Subtotal			**$1,017,007**
Sacramento Fire Protection District			
2009 Ford/Westate Air/Light Unit	0.18	$250,000	$44,274
1984 Ford/Van Pelt Type I Engine	0.18	$600,000	$106,258
2013 Ford HME Light Rescue	0.18	$125,000	$22,137
2015 International /HME Type I Engine	0.18	$600,000	$106,258
1994 Freightliner/Westates Type I Engine	0.18	$600,000	$106,258
1999 Ford/Westates Type III Engine	0.18	$250,000	$44,274
2003 Freightliner/Westates Type I Water Tender	0.18	$125,000	$22,137
2020 Chevrolet/ Staff Vehicle	0.18	$50,000	$8,855
2006 Freightliner/Westates Type I Engine	0.18	$600,000	$106,258
2020 Freightliner/Toyne Engine on TYPE II/III	0.18	$350,000	$61,984
Subtotal			**$628,695**
Total Fire Facility/Equipment Costs for Future Development			**$3,300,481**

fire_costs

Source: County of Colusa.

[1] Future vehicles based on existing level of service. See Table 29-A through Table 29-C for details.

Attachment: Exhibit "A" 2021 DIF Update and Nexus Study of 10 29 2021 (8039 : 2021 Development Impact

Exhibit "A"

The projected cost of the aforementioned vehicles and equipment is $1,654,779 for the Bear River/Indian Valley District, $1,017,007 for the Princeton Fire District, and $628,695 for the Sacramento River District, as shown in **Table 28**. The vehicle and equipment needs are based on the equipment needed to maintain current levels of service for future population and employment growth. The average cost of maintaining the current level of service while accommodating future service population growth is charged to new development.

For example, the Bear River/Indian Valley Fire District currently serves 339 total people and has 3 Type III Fire Engines, as shown on **Table 29A**. To maintain this service level with the addition of 207 people to the service population by 2041, the district would need to add approximately 1.83 Type III Fire Engines to their inventory.

Service Population

The fire facilities fee will be charged to residential and nonresidential development, and as such, the calculation is based on the County's current and future population. As shown on **Table 29**, the total service population is expected to grow by 207 people in the Bear River/Indian Valley Fire District, 276 people in the Princeton Fire District, and 532 people in the Sacramento River Fire District.

Mitigation Fee Act Nexus Findings

Nexus findings are provided below addressing (1) the purpose of the fee, (2) the use of the fee, (3) the reasonable relationship between the use of fee revenue and the type of development on which the fee is imposed, (4) the reasonable relationship between the need for facility and type of project on which the fee is imposed, and (5) the reasonable relationship between the amount of the fee and cost of facilities or portion of facilities attributed to development on which the fee is imposed. The technical information and calculations provided above support these nexus findings/requirements.

Purpose of the Fee

The purpose of the fee is to fund fire district equipment purchases and ensure that new development pays its proportionate and fair share of future equipment purchases.

Use of the Fee

Fee revenue will contribute funding for the purchase of fire district equipment.

The Reasonable Relationship Between the Need for the Fee and the Type of Development on Which the Fee Is Imposed

The fire districts fee will be used to fund equipment. New residential and nonresidential development in each fire district included in this Report will generate new residents and employees that will result in an increased need for equipment included in the fee program.

Attachment: Exhibit "A" 2021 DIF Update and Nexus Study of 10 29 2021 (8039 : 2021 Development Impact Fee Update)

Table 29-A
County of Colusa Development Impact Fee Update
Fire - Bear Valley / Indian Valley Fire District Equipment Existing Level of Service Standards

Exhibit "A"

Fire - Bear Valley / Indian Valley Fire District

Item	Employee Weighting Factor Assumption [1]	Existing Inventory [2]	Existing Level of Service *per 1,000 persons served*	Future Development Requirements [3]
Persons Served				
Residents	1.000	321		198
Employees	0.500	18		9
Total Persons Served		**339**		**207**
Equipment				
Type I/II Engines/Pumpers		2	5.90	1.22
Water tender		3	8.85	1.83
Type III Engines		3	8.85	1.83
Rescue Unit		3	8.85	1.83
ATV		1	2.95	0.61

fire_bv_los

Source: County of Colusa; EPS.

[1] Service population estimates are derived based on a weighting of 1.0 for residents and 0.5 for employees.
[2] EPS generated the estimated persons served by importing the Colusa County fire protection district boundaries into ESRI Business Analyst Online and US Census OnTheMap. See Table A-2 and Table A-7 for details.
[3] Reflects the estimated service population resulting from new residential and nonresidential growth in the fire protection district. See Table A-1 for details.

Attachment: Exhibit "A" 2021 DIF Update and Nexus Study of 10 29 2021 (8039 : 2021 Development Impact

Table 29-B
County of Colusa Development Impact Fee Update
Fire - Princeton Fire District Equipment Existing Level of Service Standards

Exhibit "A"

Fire - Princeton Fire District

Item	Employee Weighting Factor Assumption [1]	Existing Inventory [2]	Existing Level of Service *per 1,000 persons served*	Future Development Requirements [3]
Persons Served				
Residents	1.000	320		251
Employees	0.500	121		25
Total Persons Served		**441**		**276**
Equipment				
2002 Type II Engine/Pumper		1	2.27	0.63
2006 Type II Engine Pumper		1	2.27	0.63
2001 Ford F350 Command Vehicle		1	2.27	0.63
1996 F350		1	2.27	0.63
2013 Cat water tender		1	2.27	0.63
GMC 1986 Engine/Pumper		1	2.27	0.63

fire_pr_los

Source: County of Colusa; EPS.

[1] Service population estimates are derived based on a weighting of 1.0 for residents and 0.5 for employees.
[2] EPS generated the estimated persons served by importing the Colusa County fire protection district boundaries into ESRI Business Analyst Online and US Census OnTheMap. See Table A-2 and Table A-7 for details.
[3] Reflects the estimated service population resulting from new residential and nonresidential growth in the fire protection district. See Table A-1 for details.

Attachment: Exhibit "A" 2021 DIF Update and Nexus Study of 10 29 2021 (8039 : 2021 Development Impact

Table 29-C
County of Colusa Development Impact Fee Update
Fire - Sacramento River Fire District Equipment Existing Level of Service Standards

Exhibit "A"

Fire - Sacramento River Fire District

Item	Employee Weighting Factor Assumption [1]	Existing Inventory [2]	Existing Level of Service *per 1,000 persons served*	Future Development Requirements [3]
Persons Served				
Residents	1.000	2,117		243
Employees	0.500	887		289
Total Persons Served		**3,004**		**532**
Equipment				
2009 Ford/Westate Air/Light Unit		1	0.33	0.18
1984 Ford/Van Pelt Type I Engine		1	0.33	0.18
2013 Ford HME Light Rescue		1	0.33	0.18
2015 International /HME Type I Engine		1	0.33	0.18
1994 Freightliner/Westates Type I Engine		1	0.33	0.18
1999 Ford/Westates Type III Engine		1	0.33	0.18
2003 Freightliner/Westates Type I Water Tender		1	0.33	0.18
2020 Chevrolet/ Staff Vehicle		1	0.33	0.18
2006 Freightliner/Westates Type I Engine		1	0.33	0.18
2020 Freightliner/Toyne Engine on TYPE II/III		1	0.33	0.18

fire_sr_los

Source: County of Colusa; EPS.

[1] Service population estimates are derived based on a weighting of 1.0 for residents and 0.5 for employees.
[2] EPS generated the estimated persons served by importing the Colusa County fire protection district boundaries into ESRI Business Analyst Online and US Census OnTheMap. See Table A-2 and Table A-7 for details.
[3] Reflects the estimated service population resulting from new residential and nonresidential growth in the fire protection district. See Table A-1 for details.

Attachment: Exhibit "A" 2021 DIF Update and Nexus Study of 10 29 2021 (8039 : 2021 Development Impact

Exhibit "A"

A reasonable relationship therefore exists between the use of the fire districts fee and the new residential and nonresidential development on which the fee is imposed because the fee will be used to fund equipment included in the fee program.

Reasonable Relationship Between the Need for Facilities and the Type of Development on Which the Fee Is Imposed

New residents and employees of new residential and nonresidential development in each fire district will contribute to expanded services for the fire district and the equipment included in the fee program. The fee, charged to new residential and nonresidential development, will be used consistent with the manner described above, thus ensuring a relationship between the residential and nonresidential development being charged the fee and the manner in which the fee revenue is used.

A reasonable relationship therefore exists between the need for equipment included in the fee program and the new residential and nonresidential development on which the fee is imposed because the new equipment is necessary to accommodate the increased service population of each fire district.

Reasonable Relationship Between the Amount of the Fee and the Cost of Facilities or Portion of Facilities Attributed to Development on Which the Fee Is Imposed

The total cost of fire districts equipment is allocated amongst the projected new fire district residential and nonresidential land uses based on the proportional demand each land use is anticipated to generate for the facilities. Demand for fire districts equipment is measured by persons served by each land use category.

A reasonable relationship therefore exists between the amount of the cost of fire districts equipment attributed to the residential and nonresidential development on which the fee is imposed because the cost is allocated based on the demand generated by new development for services as measured by the persons served by each development type.

Attachment: Exhibit "A" 2021 DIF Update and Nexus Study of 10 29 2021 (8039 : 2021 Development Impact Fee Update)

Exhibit "A"

12. Fee Program Implementation and Administration

The fee program presented in this Report is based on the best facility improvement cost estimates, existing facility cost or value estimates, administrative cost estimates, and land use information available at this time. If costs change significantly, if the type or amount of new development changes, if other assumptions significantly change, or if other funding becomes available (as a result of legislative action on state and local government finance, for example), the fee program should be updated accordingly.

After the fees presented in this Report are established, the County should conduct periodic reviews of facility improvement costs and other assumptions used as the basis of this Nexus Study. Based on these reviews, the County may make necessary adjustments to the fee program through subsequent fee program updates.

The cost estimates presented in this Report are in constant 2021 dollars. The County automatically may adjust the costs and fees for inflation each year as outlined in this chapter.

The fee program will be implemented in accordance with Government Code Section 66000. County ordinances and resolutions required for implementation of this Nexus Study are an integral and controlling part of the policies and procedures authorized for this Nexus Study. If there are any inconsistencies or contradictions between the implementing ordinance and resolution(s) and the Nexus Study, the ordinance/resolution(s) shall prevail.

Administration Fee Component

An administrative fee will be collected to fund the administration, oversight, implementation, and updates of the fee program, including administration of any credit and reimbursement agreements. The administration fee will include adequate funding to cover all County costs.

Fee Amount

This Nexus Study identifies fee rates for the major land use categories, which are detailed in **Table 1**. The fee rates have been calculated for single-family and multifamily unit dwellings and a few nonresidential land use categories. For projects that do not fit the land use categories identified in **Table 1**, the County Administrator or designee may compute the required fee based on usage factors determined for the specific development project.

Attachment: Exhibit "A" 2021 DIF Update and Nexus Study of 10 29 2021 (8039 : 2021 Development Impact Fee Update)

Exhibit "A"

The fee rates for a development project are those fees in effect as of the date of acceptance of a complete building permit application. Any adjustments to the fees that occur after that time (e.g., automatic inflation adjustment) would not apply.

The County Administrator or designee shall determine and calculate the required fees for each development project in accordance with this Nexus Study. Fees shall be computed based on the primary use or uses of the development project, defined as the principal functions of a building or structure, based on the rates specified for that primary use by this Nexus Study. In some cases, a development project may include ancillary uses that are different from the primary use, but which exist only to support the primary activities or operation of the primary use, such as office space for management or accounting functions in a retail enterprise. These ancillary uses would not exist absent the operations associated with the primary use. In these cases, the ancillary use would not be charged a different fee rate, and the area associated with ancillary uses would be included in the commercial building area of the primary use.

For projects with multiple primary uses that are operationally separate (i.e., mixed-use projects such as office and/or residential over retail), fees shall be computed based on applying the applicable fee rate to the total residential units, total commercial building area, or total office building area for each primary use.

Fee Program Updates

The fees presented in this report are based on the best available cost estimates and land use information at this time. If costs or land uses change significantly in either direction, or if other funding becomes available, the fees will need to be updated accordingly. Updates to the fee program, other than the automatic annual adjustments described below, must be adopted by a Board Resolution.

Annual Inflation Adjustment

The fee program may be escalated annually. The annual adjustments, effective July 1 of each year, consider the potential for inflation of public facility design, construction, installation, and acquisition costs. The proposed adjustment procedure is described below.

The fee program will be escalated annually using the percentage change in the United States Bureau of Labor Statistics Consumer Price Index (CPI), West Region. The percentage change in the CPI is the year-over-year change as of each March. The County shall carry out the percentage change calculation to 3 decimal places.

Attachment: Exhibit "A" 2021 DIF Update and Nexus Study of 10 29 2021 (8039 : 2021 Development Impact Fee Update)

Exhibit "A"

Periodic Fee Updates

The proposed fee program is subject to periodic update based on changes in developable land, cost estimates, or outside funding sources. The County will review the costs and the fee programs periodically to determine if any updates to the fees are warranted. During the periodic reviews, the County will analyze these items:

- Changes to the required facilities listed in this Nexus Study.
- Changes in the cost to update or administer the fee.
- Changes in costs greater than inflation.
- Changes in assumed land uses.
- Changes in other funding sources.
- Other issues as warranted.

Any changes to the fee based on the periodic update will be presented to the Board for approval before an increase or decrease in the fee.

The Board also may specify during a periodic update which improvements should receive funding from the TDIF before other improvements. Based on facility level of service evaluations, the location of approved new development that will add significant housing or jobs, or other considerations, the County has the ability to spend the fee revenues on any of the projects identified in the fee program, regardless of project location and the location of collected fees.

Attachment: Exhibit "A" 2021 DIF Update and Nexus Study of 10 29 2021 (8039 : 2021 Development Impact Fee Update)

Exhibit "A"

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Attachment: Exhibit "A" 2021 DIF Update and Nexus Study of 10 29 2021 (8039 : 2021 Development Impact Fee Update)

Exhibit "A"

Attachment: Exhibit "A" 2021 DIF Update and Nexus Study of 10 29 2021 (8039 : 2021 Development Impact Fee Update)

Exhibit "A":

Land Use and Persons-Served Analysis

Table A-1	Projected Land Uses and Service Population (2 pages)	A-1
Table A-2	Unincorporated County Estimated Persons Served	A-3
Table A-3	Countywide Persons per Household	A-4
Table A-4	County Population by Units in Structure	A-5
Table A-5	County Number of Units by Units in Structure	A-6
Table A-6	Unincorporated County Jobs Estimates	A-7
Table A-7	Population by Fire District	A-8

Exhibit "A"

Exhibit "A"

Table A-1
County of Colusa Development Impact Fee Update
Projected Land Uses & Service Population

Land Use	Assumptions: Percentage of Development	Assumptions: Density	Assumptions: Persons per Household/ Sq. Ft. per Employee [1] [2]	Assumptions: Weighting Factor Assumption	Future Land Uses: Arbuckle/College City Est. Acres	Arbuckle/College City Units	Arbuckle/College City Bldg. Sq. Ft.	Sacramento River [3] Est. Acres	Sacramento River [3] Units	Sacramento River [3] Bldg. Sq. Ft.	Williams Est. Acres	Williams Units	Williams Bldg. Sq. Ft.	Princeton [4] Est. Acres	Princeton [4] Units	Princeton [4] Bldg. Sq. Ft.	Maxwell Est. Acres	Maxwell Units	Maxwell Bldg. Sq. Ft.	Stonyford [5] Est. Acres	Stonyford [5] Units	Stonyford [5] Bldg. Sq. Ft.	**Total** Est. Acres	**Total** Units	**Total** Bldg. Sq. Ft.
Residential Land Uses		*DU/Acre*																							
Single-Family Residential	85%	5.00	3.10	1.00	53.8	269	-	13.8	69	-	17.8	89	-	14.2	71	-	7.6	38	-	11.2	56	-	118.4	592	-
Multifamily Residential	15%	24.00	2.38	1.00	2.0	48	-	0.5	12	-	0.7	16	-	0.5	13	-	0.3	7	-	0.4	10	-	4.4	106	-
Subtotal Residential Land Uses					**55.8**	**317**	**-**	**14.3**	**81**	**-**	**18.5**	**105**	**-**	**14.7**	**84**	**-**	**7.9**	**45**	**-**	**11.6**	**66**	**-**	**122.8**	**698**	**-**
Nonresidential Land Uses		*FAR*																							
Commercial		0.30	700	0.50	5.7	-	74,100	16.3	-	212,632	3.8	-	49,470	1.2	-	15,587	3.2	-	41,520	0.5	-	6,350	30.6	-	399,659
Industrial		0.40	1,800	0.50	18.1	-	315,300	20.1	-	350,610	28.2	-	490,747	1.8	-	31,937	6.1	-	105,729	0.2	-	3,402	74.5	-	1,297,725
Agricultural		0.10	3,600	0.50	130.9	-	570,102	64.7	-	281,722	56.1	-	244,277	8.3	-	36,283	22.8	-	99,301	3.8	-	16,441	286.5	-	1,248,126
Subtotal Nonresidential Land Uses					**154.6**	**-**	**959,502**	**101.1**	**-**	**844,964**	**88.0**	**-**	**784,494**	**11.4**	**-**	**83,807**	**32.0**	**-**	**246,550**	**4.5**	**-**	**26,193**	**391.6**	**-**	**2,945,510**
Total Land Uses					**210.4**	**317**	**959,502**	**115.4**	**81**	**844,964**	**106.5**	**105**	**784,494**	**26.1**	**84**	**83,807**	**39.9**	**45**	**246,550**	**16.1**	**66**	**26,193**	**514.4**	**698**	**2,945,510**

Source: County of Colusa; US Census Bureau;
US Department of Energy; EPS.

[1] Persons per household: See Table A-3.
[2] Estimated Square Foot per Employee based on the US Department of Energy 2012 Commercial Buildings Energy Consumption Survey (Table PBA1).
Commercial: Reflects an average of retail store, food service, medical, and office uses.
Industrial: Reflects warehouse employment density assumption.
Agricultural: Square foot per employee estimated to be twice as much as Industrial land uses.
[3] Sacramento River assumed to be within the Sacramento River Fire Protection District.
[4] Princeton assumed to be within the Princeton Fire Protection District.
[5] Stonyford assumed to be within the Bear Valley/ Indian Valley Fire Protection District.

Attachment: Exhibit "A" 2021 DIF Update and Nexus Study of 10 29 2021 (8039 : 2021 Development Impact Fee Update)

Exhibit "A"

Table A-1
County of Colusa Development Impact Fee Update
Projected Land Uses & Service Population

Land Use	Future Service Population													
	Arbuckle/College City		Sacramento River [3]		Williams		Princeton [4]		Maxwell		Stonyford [5]		**Total**	
	Estimated Future Residents/ Employees	Future Service Population	Estimated Future Residents/ Employees	Future Service Population	Estimated Future Residents/ Employees	Future Service Population	Estimated Future Residents/ Employees	Future Service Population	Estimated Future Residents/ Employees	Future Service Population	Estimated Future Residents/ Employees	Future Service Population	Estimated Future Residents/ Employees	Future Service Population
Residential Land Uses														
Single-Family Residential	834	834	214	214	276	276	220	220	118	118	174	174	1,836	1,836
Multifamily Residential	114	114	29	29	38	38	31	31	17	17	24	24	253	253
Subtotal Residential Land Uses	**948**	**948**	**243**	**243**	**314**	**314**	**251**	**251**	**135**	**135**	**198**	**198**	**2,089**	**2,089**
Nonresidential Land Uses														
Commercial	106	53	304	152	71	36	22	11	59	30	9	5	571	287
Industrial	175	88	195	98	273	137	18	9	59	30	2	1	722	363
Agricultural	158	79	78	39	68	34	10	5	28	14	5	3	347	174
Subtotal Nonresidential Land Uses	**439**	**220**	**577**	**289**	**412**	**207**	**50**	**25**	**146**	**74**	**16**	**9**	**1,640**	**824**
Total Land Uses	**1,387**	**1,168**	**820**	**532**	**726**	**521**	**301**	**276**	**281**	**209**	**214**	**207**	**3,729**	**2,913**

future_lu

Source: County of Colusa; US Census Bureau;
US Department of Energy; EPS.

[1] Persons per household: See Table A-3.
[2] Estimated Square Foot per Employee based on the US Department of Energy 2012 Commercial Buildings Energy Consumption Survey (Table PBA1).
Commercial: Reflects an average of retail store, food service, medical, and office uses.
Industrial: Reflects warehouse employment density assumption.
Agricultural: Square foot per employee estimated to be twice as much as Industrial land uses.
[3] Sacramento River assumed to be within the Sacramento River Fire Protection District.
[4] Princeton assumed to be within the Princeton Fire Protection District.
[5] Stonyford assumed to be within the Bear Valley/ Indian Valley Fire Protection District.

Attachment: Exhibit "A" 2021 DIF Update and Nexus Study of 10 29 2021 (8039 : 2021 Development Impact Fee Update)

Table A-2
County of Colusa Development Impact Fee Update
Unincorporated County Estimated Persons Served

Exhibit "A"

Population and Employees	Weighting Factor Assumption	Existing Residents and Employees (2020) [1] [2]	Existing Persons Served (2020)	Future Persons Served (2020-2040) [3]	Total Persons Served (2040)
Formula	*A*	*B*	*C = A*B*	*D*	*E = C+D*
Unincorporated County					
Residents	1.00	10,240	10,240	2,089	12,329
Employees	0.50	5,978	2,989	824	3,813
Total Unincorporated County		**16,218**	**13,229**	**2,913**	**16,142**
Bear Valley / Indian Valley Fire District					
Residents	1.00	321	321	198	519
Employees	0.50	36	18	9	27
Total Bear Valley / Indian Valley Fire District		**357**	**339**	**207**	**546**
Princeton Fire District					
Residents	1.00	320	320	251	571
Employees	0.50	241	121	25	146
Total Princeton Fire District		**561**	**441**	**276**	**717**
Sacramento River Fire District					
Residents	1.00	2,117	2,117	243	2,360
Employees	0.50	1,774	887	289	1,176
Total Sacramento River Fire District		**3,891**	**3,004**	**532**	**3,536**
					person served

Source: California Department of Finance; US Census LEHD OnTheMap, 2017; California EDD; EPS.

[1] Residents are based on population estimates from the California Department of Finance for January 1, 2020. Estimate includes household population only.

[2] Employees are based on the number of jobs estimated by the US Census OnTheMap tool in Colusa Co. in 2017 and increased by the annual average growth rate of 2.58% between 2017-2019 for Colusa Co. estimated by the California EDD and then adjusted by an additional 10% to account for self-employed workers. The 2017 estimated number of jobs is provided below.
Unincorporated County: 5,035.
Bear Valley / Indian Valley Fire District: 30.
Princeton Fire District: 203.
Sacramento River Fire District: 1,494.

[3] Future persons served is based on the residential and nonresidential growth forecasted for each area. See Table A-1 for details.

Attachment: Exhibit "A" 2021 DIF Update and Nexus Study of 10 29 2021 (8039 : 2021 Development Impact

Exhibit "A"

Table A-3
County of Colusa Development Impact Fee Update
Countywide Persons per Household [1]

Item	Population	No. of Occupied Units	Estimated Persons per Household
Source	*Table A-4*	*Table A-5*	
Single-Family Residential [2]	17,905	5,780	3.10
Multifamily Residential [3]	2,108	886	2.38
			pph

Source: US Census Bureau, American Community Survey (2015-2019); EPS.

[1] Excludes population living in boat, RV, van, etc.
[2] Includes single-family attached and detached units.
[3] Includes units where there are 2 or more units within a structure.

Attachment: Exhibit "A" 2021 DIF Update and Nexus Study of 10 29 2021 (8039 : 2021 Development Impact

Exhibit "A"

Table A-4
County of Colusa Development Impact Fee Update
County Population by Units in Structure

Population by Units in Structure	UNINCORPORATED COUNTY Number of Units by Units in Structure			TOTAL COUNTY Number of Units by Units in Structure		
	Owner-Occupied Households	Renter-Occupied Households	Total	Owner-Occupied Households	Renter-Occupied Households	Total
1, detached or attached	5,550	3,012	8,562	11,637	6,268	17,905
2 to 4	23	469	492	33	823	856
5 or more	0	118	118	100	1,152	1,252
Mobile home	551	381	932	596	640	1,236
Boat, RV, van, etc.	0	0	0	0	0	0
Total	**6,124**	**3,980**	**10,104**	**12,366**	**8,883**	**21,249**

pop structure

Source: US Census Bureau, American Community Survey 5-Year Estimate (2015-2019), Table B25033.

Attachment: Exhibit "A" 2021 DIF Update and Nexus Study of 10 29 2021 (8039 : 2021 Development Impact

Exhibit "A"

Table A-5
County of Colusa Development Impact Fee Update
County Number of Units by Units in Structure

Units in Structure	UNINCORPORATED COUNTY Number of Units by Units in Structure			TOTAL COUNTY Number of Units by Units in Structure		
	Owner-Occupied Households	Renter-Occupied Households	Total	Owner-Occupied Households	Renter-Occupied Households	Total
1, detached	1,908	822	2,730	3,959	1,508	5,467
1, attached	32	49	81	109	204	313
2	2	59	61	6	116	122
3 or 4	3	89	92	3	204	207
5 to 9	0	37	37	10	363	373
10 to 19	0	0	0	0	51	51
20 to 49	0	10	10	26	73	99
50 or more	0	0	0	0	34	34
Mobile home	262	167	429	297	264	561
Boat, RV, van, etc.	0	0	0	0	0	0
Total	**2,207**	**1,233**	**3,440**	**4,410**	**2,817**	**7,227**

unit structure

Source: US Census Bureau, American Community Survey
5-Year Estimate (2015-2019), Table B25032.

Attachment: Exhibit "A" 2021 DIF Update and Nexus Study of 10 29 2021 (8039 : 2021 Development Impact

Exhibit "A"

Table A-6
County of Colusa Development Impact Fee Update
Unincorporated County Jobs Estimates

NAICS Sector	Estimated Number of Jobs			
	Total Unincorporated County	Fire District		
		Bear Valley / Indian Valley	Princeton	Sacramento River
11 Agriculture, Forestry, Fishing and Hunting	2,090	17	119	526
21 Mining, Quarrying, and Oil and Gas Extraction	0	0	0	0
22 Utilities	42	0	24	6
23 Construction	74	0	0	10
31-33 Manufacturing	773	0	41	43
42 Wholesale Trade	442	0	16	145
44-45 Retail Trade	227	7	0	13
48-49 Transportation and Warehousing	110	0	0	8
51 Information	0	0	0	0
52 Finance and Insurance	17	0	0	2
53 Real Estate and Rental and Leasing	34	0	0	9
54 Professional, Scientific, and Technical Services	45	0	0	3
55 Management of Companies and Enterprises	0	0	0	0
56 Administration & Support, Waste Management and Remediation	8	0	0	4
61 Educational Services	246	4	0	0
62 Health Care and Social Assistance	91	1	3	18
71 Arts, Entertainment, and Recreation	631	0	0	575
72 Accommodation and Food Services	32	0	0	4
81 Other Services (excluding Public Administration)	28	1	0	12
92 Public Administration	145	0	0	116
Total	**5,035**	**30**	**203**	**1,494**

jobs

Source: US Census Bureau, OnTheMap 2017 Estimate for All Jobs.

Attachment: Exhibit "A" 2021 DIF Update and Nexus Study of 10 29 2021 (8039 : 2021 Development Impact

Exhibit "A"

Table A-7
County of Colusa Development Impact Fee Update
Population by Fire District

Fire District	Total Population
Bear Valley / Indian Valley	321
Princeton	320
Sacramento River	2,117

pop fd

Source: US Census Bureau, American Community Survey (2014-2018) using ESRI Business Analyst Online.

Attachment: Exhibit "A" 2021 DIF Update and Nexus Study of 10 29 2021 (8039 : 2021 Development Impact

EXHIBIT "B'

DEVELOPMENT IMPACT FEES AND IMPLEMENTATION SCHEDULE
(Adopted December 14, 2021 and Effective February 13, 2022)

	Fee Upon Effective Date	Fee Amount as of July 1, 2022
County Department Impact Fees		
Single -Family Residential (1)	$ 6,289	$ 8,267
Multi-Family Residential	$ 5,612	$ 5,746
Commerical Development (2)	$ 2.17	$ 2.17
Industrial Development (2)	$ 0.93	$ 0.93
Agriculutral Development	N/A	N/A
Fire District Impact Fees		
Single -Family Residential	$ 2,680	$ 2,680
Multi-Family Residential	$ 2,058	$ 2,058
Commerical Development (2)	$ 0.62	$ 0.62
Industrial Development (2)	$ 0.24	$ 0.24
Agricultural Development	$ 0.12	$ 0.12

Implementation Notes:

(1) Homes with 2,500 sq.ft. of habitable space and larger are charged the full $8,267 development impact fee amount. For each sq.ft. of habitable space (rounded up) that the home is below 2,500, the development impact fee amount shall be reduced by $2.00 up to a maximum reduction of $2,000. By way of an examples: (1) a home with 1,500 sq.ft. of habitable space would receive a $2,000 reduction bringing the impact fee amount down to $6,267; and a home with 1,952 sq.ft. of habitable space would receive a $1,096 reduction bringing the impact fee amount down to $7,171. Accessory dwelling units shall be charged the applicable rate based on size up to the maximum rate allowed by State law.

(2) This amount is per square foot of new or additional building area.

(3) Each March (beginning in 2023) staff shall present to the Board the year-over percentage change of the United States Bureau of Labor Statistics Consumer Price Index (CPI), West Region and the Board may determine whether to change the impact fees herein by the percentage change in whole or in part at their discretion.

Attachment: Exhibit "B" Development Fee Rate and Implementation Schedule (8039 : 2021 Development Impact Fee Update)

LEGAL NOTICE

COUNTY OF COLUSA

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT the Colusa County Board of Supervisors will conduct a Public Hearing on **December 14, 2021** at **9:30 a.m**. in the County Board of Supervisors' Chambers at 546 Jay Street, Suite 108, Colusa, CA, 95932 to consider: (1) the adoption of an Ordinance repealing Ordinance No. 701 establishing the Arbuckle-College City traffic impact fee and Ordinance No. 705 establishing the County-Wide Development Impact fees; and (2) the adoption of a Resolution approving the 2021 County-Wide Development Impact Fee Update/ Nexus Study, approving the rate of said impact fees, and rescinding Board Resolution No. 19-013.

Pursuant to Government Code §66016, related documents are on file for public inspection at the Colusa County Community Development Department located at 1213 Market Street, Colusa, CA 95932 between the hours of 8:30 a.m. and 5:00 p.m., Monday through Friday, exclusive of holidays or by calling (530) 458-0480. Said documentation is also available on-line at the Colusa County Community Development Department webpage at: https://www.countyofcolusa.org/25/Community-Development-Department.

Pursuant to Title 14 of the California Code of Regulations, Section 1506l(b)(3), this action is exempt from the requirements of the California Environmental Quality Act (CEQA) in that it is not a Project which has the potential for causing a significant effect on the environment.

If you challenge this action(s) in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the Board of Supervisors at, or prior to, the public hearing.

All interested parties are invited to attend said hearing and express their views on this matter verbally or in writing. Should you be unable to attend the public hearing, your comments must be made in writing and delivered to the Clerk of the Board, 547 Market Street, Suite 102, Colusa, CA 95932 or e-mail to boardclerk@countyofcolusa.org prior to the scheduled hearing date. Additional documentation is available for review in accordance with Agenda Scheduling Deadlines at the Office of the Clerk of the Board.

Dated: November 12, 2021

/s/ Melissa Kitts, Deputy Clerk

11/18/2021 - CCPR #2021-5214

Attachment: 12-14-21 Notice of Public Hearing - Traffic Impact and Development Impact Fees (8039 : 2021 Development Impact Fee Update)

COUNTY OF COLUSA, CA **15.1**

Request For County Board of Supervisors Action

MEETING DATE: **December 14, 2021**

DEPARTMENT: **Board of Supervisors**

FROM: **Ann Nordyke**

SUBJECT: **Adoption of an Ordinance Establishing the new boundaries of the five supervisorial districts in Colusa County**

Adoption of a proposed Ordinance of the Board of Supervisors Of the County of Colusa Establishing the New Boundaries of the Five Supervisorial Districts of the County of Colusa and Amending Chapter 2, Article X, of the Colusa County Code.

Detailed Description/Background of request

Every ten years, local governments use new census data to redraw their district lines to reflect how local populations have changed. Assembly Bill 849 (2019) requires cities and counties to engage communities in the redistrict process by holding public hearings and/or workshops and doing public outreach. Draft Census data was made available to the County on August 13, 2021, with the final adjusting data available on October 30, 2021.

The census data revealed that Colusa County has a total population of 21,898, an increase of 479 since the 2010 census was conducted. Pursuant to Elections Code section 21500, the Board shall adopt boundaries for all supervisorial districts of the county so that the districts are substantially equal in population as required by the United States Constitution. The general parameter applied is that they be within 5% of the ideal population.

In seeking to distribute the population the following criteria was used to the extent practical:

- Geographically contiguous districts
- Communities of interest to remain intact
- Cities kept together
- Easily identifiable boundaries
- Encourage compactness

Pursuant to direction received on December 7, 2021, staff has created a map and ordinance for your consideration today. The boundaries as proposed take into consideration the 5 factors listed above to the extent practical.

Prior Board Action

Redistricting Presentation on May 11, 2021
Held First Public Hearing on November 2, 2021
Held Second Public Hearing on November 9, 2021
Held Third Public Hearing on November 15, 2021
Held Fourth Public Hearing on November 23, 2021
Held Fifth Public Hearing on December 7, 2021

Fiscal Impact/Funding Source

Action for the Clerk

Do what you do with this item

ATTACHMENTS:

- 2021 Redistricting Ordinace RSedit12 08 21 (DOC)
- Proposal F - Arbuckle Map Layout (map2021071251101) (PDF)
- Proposal F - City of Colusa Map Layout (map2021071270868) (PDF)
- Proposal F - City of Williams Map Layout (map2021081259376) (PDF)
- Proposal F Map Layout (map202107125761) (PDF)
- Proof of Affidavit (PDF)

Attachment: 2021 Redistricting Ordinace RSedit12 08 21 (8065 : Adoption of an Ordinance Establishing New Supervisorial District Boundaries)

ORDINANCE NO. _____

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF COLUSA ESTABLISHING THE NEW BOUNDARIES OF THE FIVE SUPERVISORIAL DISTRICTS OF THE COUNTY OF COLUSA AND AMENDING CHAPTER 2, ARTICLE X, OF THE COLUSA COUNTY CODE

The Colusa County Board of Supervisors ordains as follows:

Section A. Purpose and Authority.

This ordinance establishes the decennial supervisorial redistricting plan for Colusa County as required by Elections Code sections 21500 - 21506 by adjusting the boundaries of the five Colusa County supervisorial districts using the population figures validated by the U.S. Census Bureau.

Section B. Findings.

The Colusa County Board of Supervisors finds that all public notices and hearings have been held as required by law. The Board has considered the input by County staff and members of the general public. The redistricting plan complies with the requirements of the laws of the State of California and the California and United States Constitutions.

Section C. Ordinance.

Chapter 2, Article X of the Colusa County Code is hereby repealed.

Chapter 2, Article X is hereby added to the Colusa County Code to read as follows:

The Supervisorial Districts of the County of Colusa are designated and constituted as follows:

(a) Supervisorial District Number One shall consist of all that portion of the county of Colusa bounded as described in this subsection.

SUPERVISORIAL DISTRICT NO. 1

Introduced December 14, 2021

Beginning at the intersection of the centerline of the California Northern Railroad, formerly Southern Pacific Railroad with the southern boundary line of Colusa County common with the County of Yolo, said point of intersection being on the south line of Section 32, Township 13 North, Range 1 West, M.D.B. & M.; thence westerly on the south boundary of said County of Colusa to its intersection with the centerline of Sand Creek Road, County Road No. 13, said point of intersection being on the south line of Section 36, T.13 N.,R.4 W.; thence northerly and easterly on the centerline of said Sand Creek Road to its intersection with the centerline of Cortina School Road, County Road

No. 14, said point of intersection being on the north-south centerline of Section 36, T.14 N.,R.3 W.; thence southerly on the centerline of said Cortina School Road and said center section line to its intersection with the centerline of Hillgate Road, County Road No. 12; said point of intersection being the north one-quarter corner of Section 1, T.13 N.,R.3 W.; thence easterly on said centerline of Hillgate Road to its intersection with the centerline of Salt Creek, said point of intersection being on the north line of Section 3, T.13 N.,R.2 W.; thence northerly and easterly on said centerline of Salt Creek to its intersection with the centerline of the California Northern Railroad, formerly Southern Pacific Railroad, said point of intersection being within Section 27, T.14 N.,R.2 W.; thence southeasterly on said centerline of California Northern Railroad, to its intersection with Laurel Street, County Road No. AR01 within the unincorporated Town of Arbuckle; thence easterly on said centerline of Laurel Street and its easterly projection to its intersection with the north-south centerline of Section 35 T.14 N.,R.2 W. and also being the east line of said unincorporated Town of Arbuckle; thence south on said north-south centerline of Section 35 and east line of said town to its intersection with the centerline of Grimes Arbuckle Road, County Road No. 4; said point of intersection being on the north line of Section 2 of T.13 N.,R.2 W.; thence easterly on said centerline of Grimes Arbuckle Road and Tule Road, County Road No. 8 to its intersection with the centerline of the Colusa Basin Drain; said point of intersection being on the north line of Section 4 of T.13 N.,R.1 W.; thence southeasterly on said centerline of Colusa Basin Drain to its intersection with the centerline of White Road, County Road 180, said point of intersection being on the south line of Section 13 of T.13 N.,R.1 W.; thence westerly on said centerline of White Road to its intersection with the centerline of College City Road, County Road No. 178; said point of intersection being the northeast corner of Section 20 of T.13 N.,R.1 W.; thence westerly on said north line of said Section 20 to the northwest corner of the east half (1/2) of the northeast quarter (1/4) of said Section 20; thence southerly on said west line of the east half of northeast quarter to its intersection with the centerline of Eddy Road, County Road 181; thence westerly on said centerline of Eddy Road to its intersection with the centerline of the California Northern Railroad, formerly Southern Pacific Railroad, said intersection being within Section 19 of T.13 N.,R.1 W.; thence southeasterly on said centerline of Railroad to the point of beginning at Colusa Counties southern boundary.

(b) Supervisorial District Number Two shall consist of all that portion of the county of Colusa bounded as described in this subsection.

SUPERVISORIAL DISTRICT NO. 2

Introduced December 14, 2021

Beginning at the intersection of the centerline of Butte Creek with the centerline of the Sacramento River, said point of intersection being on the east boundary of the County of Colusa common with its boundary with Sutter County; thence southerly, downstream, on the centerline of said Sacramento River and said easterly county boundary to its intersection with the southern boundary of Colusa County common with its boundary with Yolo County; thence westerly on said southerly county boundary to its intersection with the centerline of the California Northern Railroad, formerly Southern Pacific Railroad; said point of intersection being on the south line of section 32, T. 13 N., R 1 W. M.D.M.; thence northerly on said centerline of Railroad to its intersection with the centerline of Eddy Road, County Road 181, said point of intersection being within Section 19, T. 13 N., R. 1 W.; thence easterly on said centerline of Eddy Road to its intersection with the west line of the east half (1/2) of the northeast quarter (1/4) of

Attachment: 2021 Redistricting Ordinace RSedit12 08 21 (8065 : Adoption of an Ordinance Establishing New Supervisorial District Boundaries)

Section 20 of T.13 N.,R.1 W.; thence north on said west line to the northwest corner of said east half on the north line of said Section 20; thence easterly on the north line of said east half and north line of said Section 20 to the northeast corner of said Section 20 and also being the intersection of the centerlines of College City Road, County Road No. 178, and White Road, County Road No. 180; thence easterly on the centerline of said White Road to its intersection with the centerline of the Colusa Basin Drain, said point of intersection being on the south line of Section 13 of T.13 N.,R.1 W.; thence northwesterly on said centerline of Colusa Basin Drain to its intersection with the centerline of State Route 20; said point of intersection being within Section 34, T. 16 N., R. 2 W.; thence easterly and northerly on said centerline of State Route 20 and portion also being known as 10th Street to the City of Colusa to its intersection with the centerline of alley within Block 137 of the City of Colusa located between Carson and Sioc Streets as shown on that certain plat of survey recorded in Book 1 of Record Maps at Page 45 in the office of the County Recorder; thence southeasterly on centerline of said alley between Carson and Sioc Streets through Blocks 137, 136, 135, 134, 133, 132, 131, 130, 129, and 128 to its intersection with the centerline of Bridge Street, said Bridge Street also being known as A Street and State Route 20/45; thence northeasterly on said centerline of Bridge Street to its intersection with the centerline of East Carson Street; thence southeasterly on the centerline of East Carson Street to its intersection with the centerline of D Street as shown on that plat of Goad's Extension to Colusa recorded in Book C of Patents at Page 205; thence northeasterly on said centerline of D Street to its intersection with the centerline of East Clay Street, County Road No.GE03; thence southeasterly on the centerline of said East Clay Street and its projection to its intersection with the centerline of the Sacramento River; thence southeasterly, downstream, on the centerline of said Sacramento River to the point of beginning at Colusa Counties east boundary .

(c) Supervisorial District Number Three shall consist of all that portion of the county of Colusa bounded as described in this subsection.

SUPERVISORIAL DISTRICT NO. 3

Introduced December 14, 2021

Beginning at a point on the centerline of State Route 20 located at its intersection with the centerline of the Colusa Basin Drain; said point of intersection being within Section 34, T.16 N.,R.2 W.; thence southeasterly on said centerline of Colusa Basin Drain to its intersection with the centerline of Tule Road, County Road No. 8, said point of intersection being on the south line of Section 33, T.14 N.,R.1 W.; thence westerly on said centerline of Tule Road and Grimes Arbuckle Road, County Road No. 4 to its intersection with the north-south centerline of Section 35 T.14 N.,R.2 W., and also being the east boundary of the unincorporated Town of Arbuckle; thence northerly on said north-south centerline Section 35 and east line of said town to its intersection with the projection of the centerline of Laurel Street, County Road No. AR01; thence westerly on said projection and said centerline of Laurel Street to its intersection with the centerline of the Southern Pacific Railroad; thence northwesterly on said centerline of Railroad to its intersection with the centerline of Salt Creek, said point of intersection being within Section 27, T.14 N.,R.2 W.; thence southwesterly on said centerline of Salt Creek to its intersection with the centerline of Hillgate Road, County Road No. 12; said point of intersection being on the south line of Section 34 T.14 N.,R.2 W.; thence westerly on said centerline of Hillgate Road to its intersection with the centerline of Cortina School

Attachment: 2021 Redistricting Ordinace RSedit12 08 21 (8065 : Adoption of an Ordinance Establishing New Supervisorial District Boundaries)

Road, County Road No. 14, said point of intersection being the south one-quarter corner of Section 36, T.14 N.,R.3 W.; thence northerly on said centerline of Cortina School Road to its intersection with the centerline of Myers Road, County Road No. 17, said point of intersection being the south one-quarter corner of Section 36, T.15 N.,R.3 W.; thence westerly on said centerline of Myers Road to its intersection with the centerline of Zumwalt Road, County Road No. 18, said point of intersection being the southwest corner of said Section 36; thence northerly on said centerline of Zumwalt Road to its intersection with the north line of Parcel 3 as shown on that map recorded in Book 4 Parcel Maps page 137, Colusa County Records, said point being 283.65 feet north of the north 1/16 section corner common to Section 25 and Section 26, T.15 N.,R.3 W.; thence westerly on said north parcel line, to its intersection with the north boundary of the Glenn Colusa Irrigation District Main Canal; thence westerly on said north boundary of canal to its intersection with the projection of the centerline of Davis Road, County Road No. 120; thence northerly on said projection and centerline of Davis Road to its intersection with the centerline of Hankins Road, County Road No. 121; thence easterly on said centerline of Hankins Road to its intersection with centerline of George Road, County Road No. 119; thence northerly on said centerline of George Road and Venice Boulevard to its intersection with Sunset Street; thence westerly on said centerline of Sunset Street to its intersection with the centerline of Sunset Road; thence northerly on said centerline of Sunset Road to its intersection with the centerline of E Street, also known as Old Hwy 20 within the Town of Williams; thence easterly on said centerline of E Street to its intersection with the centerline of Interstate 5; thence northwesterly on said centerline of Interstate 5 to its intersection with the centerline of State Route 20, said intersection being within Section 12, T.15 N.,R.3 W.; thence northeasterly on said centerline of State Route 20 to its intersection with the centerline of the Colusa Basin Drain and being the point of beginning.

(d) Supervisorial District Number Four shall consist of all that portion of the county of Colusa bounded as described in this subsection.

SUPERVISORIAL DISTRICT NO. 4

Introduced December 14, 2021

Beginning at a point on the southern boundary line of the County of Colusa and its boundary with the County of Yolo, at its intersection with the centerline of Sand Creek Road, County Road No. 13; said point of intersection being on the south line of Section 36 T.13 N.,R.4 W.; thence northerly and easterly on said centerline of Sand Creek Road to its intersection with the centerline of Cortina School Road, County Road No. 14, said point of intersection being on the north-south centerline of Section 36, T.14 N.,R.3 W.; thence northerly on said centerline of Cortina School Road to its intersection with the centerline of Myers Road, County Road No. 17, said point of intersection being the south one-quarter corner of Section 36, T.15 N.,R.3 W.; thence westerly on said centerline of Myers Road to its intersection with the centerline of Zumwalt Road, County Road No. 18, said point of intersection being the southwest corner of said Section 36; thence northerly on said centerline of Zumwalt Road to its intersection with the north line of Parcel 3 as shown on that map recorded in Book 4 Parcel Maps page 137, Colusa County Records, said point being 283.65 feet north of the north 1/16 section corner common to Section 25 and Section 26, T.15 N.,R.3 W.; thence westerly on said north parcel line, to its intersection with the north boundary of the Glenn Colusa Irrigation District Main Canal; thence westerly on said north boundary of canal to its

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intersection with the projection of the centerline of Davis Road, County Road No. 120; thence northerly on said projection and centerline of Davis Road to its intersection with the centerline of Hankins Road, County Road No. 121; thence easterly on said centerline of Hankins Road to its intersection with centerline of George Road, County Road No. 119; thence northerly on said centerline of George Road and Venice Boulevard to its intersection with Sunset Street; thence westerly on said centerline of Sunset Street to its intersection with the centerline of Sunset Road; thence northerly on said centerline of Sunset Road to its intersection with the centerline of E Street, also known as Old Hwy 20 within the Town of Williams; thence easterly and northeasterly on said centerline of E Street to its intersection with the centerline of Interstate 5; thence northwesterly on said centerline of Interstate 5 to its intersection with the centerline of State Route 20, said intersection being within Section 12, T.15 N.,R.3 W.; thence northeasterly on said centerline of State Route 20 to its intersection with the centerline of the Colusa Basin Drain; said point of intersection being within Section 34, T.16 N.,R.2 W.; thence northerly on said centerline of Colusa Basin Drain to the intersection with the north boundary line of Colusa County common with Glenn County; thence westerly on said north boundary of Colusa County on said common boundary with Glenn and Lake Counties to the northwest corner of Colusa County; thence southerly on the west boundary of Colusa County on its boundary line common with Lake County to the southwest corner of Colusa County and its boundary common with Yolo County; thence easterly on said south boundary common with Yolo County to its intersection with the centerline of Sand Creek Road, being the Point of Beginning.

(e) Supervisorial District Number Five shall consist of all that portion of the county of Colusa bounded as described in this subsection.

SUPERVISORIAL DISTRICT NO. 5

Introduced December 7, 2021

Beginning at the intersection of the centerline of the Colusa Basin Drain with the North Boundary of Colusa County common with Glenn County; thence southerly on the centerline of said Colusa Basin Drain to its intersection with the centerline of State Route 20, said point of intersection being within Section 34, T. 16 N., R. 1 W.; thence easterly and northerly on said centerline of State Route 20 and portion also being known as 10th Street to the City of Colusa to its intersection with the centerline of alley within Block 137 of the City of Colusa located between Carson and Sioc Streets as shown on that certain plat of survey recorded in Book 1 of Record Maps at Page 45 in the office of the County Recorder; thence southeasterly on centerline of said alley between Carson and Sioc Streets through Blocks 137, 136, 135, 134, 133, 132, 131, 130, 129, and 128 to its intersection with the centerline of Bridge Street, said Bridge Street also being known as A Street and State Route 20/45; thence northeasterly on said centerline of Bridge Street to its intersection with the centerline of East Carson Street; thence southeasterly on said centerline of East Carson Street to its intersection with the centerline of D Street as shown on that plat of Goad's Extension to Colusa recorded in Book C of Patents at Page 205; thence northeasterly on said centerline of D Street to its intersection with the centerline of East Clay Street, County Road No.GE03; thence southeasterly on said centerline of said East Clay Street and its projection to its intersection with the centerline of the Sacramento River; thence southeasterly, downstream, on the centerline of said Sacramento River to its intersection with the centerline of Butte Creek and also being the east boundary line for said County of Colusa common with Sutter County; thence northerly and upstream on said centerline

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of Butte Creek and east boundary line common to Sutter and Butte Counties to the Northeast corner of Colusa County and its north boundary common with Glenn County; thence westerly on said north Colusa County boundary line common with Glenn County to the intersection with the centerline of the Colusa Basin Drain and being the point of beginning.

The official maps of the supervisorial district boundaries shall be kept on file with the county clerk.

Section D. **Effective Date**

This Ordinance becomes effective 30 days after passage, and within 15 days of passage a summary shall be published once with the names of supervisors voting for and against it, in a newspaper of general circulation.

The foregoing ordinance was introduced at a general meeting of the Colusa County Board of Supervisors on _____ and adopted at a meeting held on _____ by the following vote:

AYES:

NOES:

ABSENT:

_____
Gary J. Evans, Chairman

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

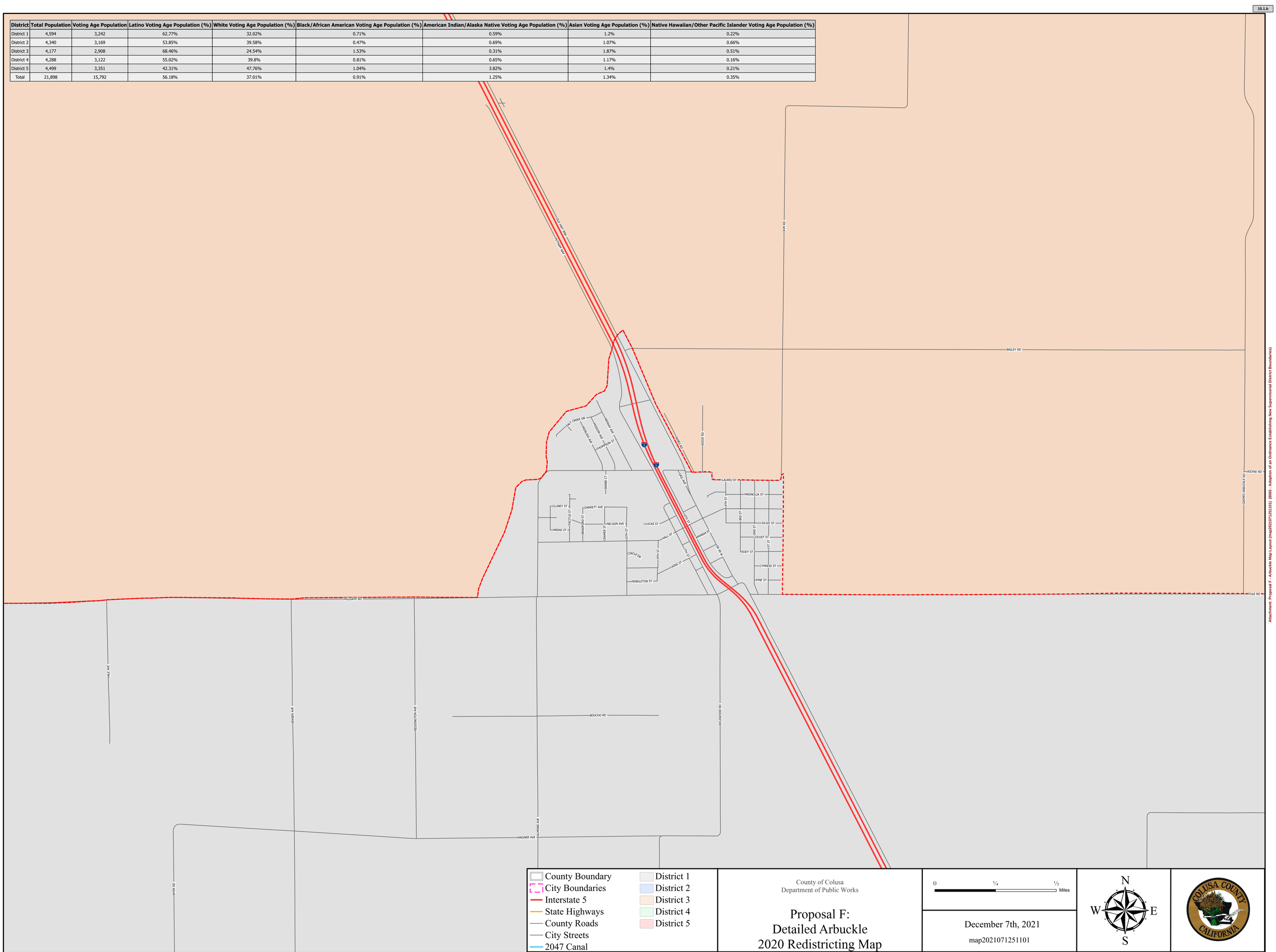
_____
Patricia Rodriguez, Deputy

APPROVED AS TO FORM:

_____
Richard Stout, County Counsel

Attachment: 2021 Redistricting Ordinace RSedit12 08 21 (8065 : Adoption of an Ordinance Establishing New Supervisorial District Boundaries)

District	Total Population	Voting Age Population	Latino Voting Age Population (%)	White Voting Age Population (%)	Black/African American Voting Age Population (%)	American Indian/Alaska Native Voting Age Population (%)	Asian Voting Age Population (%)	Native Hawaiian/Other Pacific Islander Voting Age Population (%)
District 1	4,594	3,242	62.77%	32.02%	0.71%	0.59%	1.2%	0.22%
District 2	4,340	3,169	53.85%	39.58%	0.47%	0.69%	1.07%	0.66%
District 3	4,177	2,908	68.46%	24.54%	1.53%	0.31%	1.87%	0.51%
District 4	4,288	3,122	55.02%	39.8%	0.81%	0.65%	1.17%	0.16%
District 5	4,499	3,351	42.31%	47.76%	1.04%	3.82%	1.4%	0.21%
Total	21,898	15,792	56.18%	37.01%	0.91%	1.25%	1.34%	0.35%



County Boundary
City Boundaries
Interstate 5
State Highways
County Roads
City Streets
2047 Canal

District 1
District 2
District 3
District 4
District 5

County of Colusa
Department of Public Works

Proposal F:
Detailed Arbuckle
2020 Redistricting Map

0 ¼ ½ Miles

December 7th, 2021

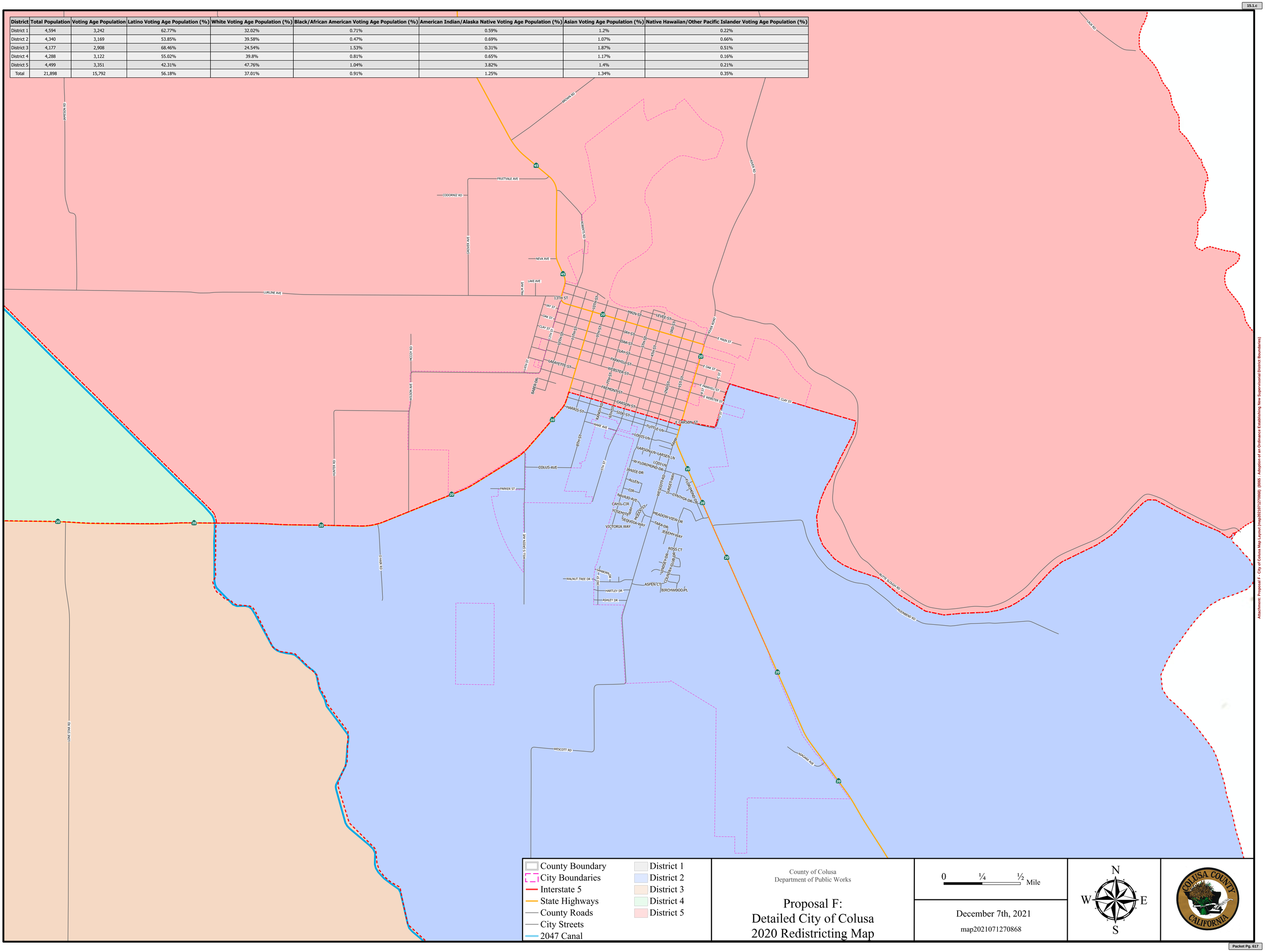
map2021071251101

N W E S

COLUSA COUNTY CALIFORNIA

Attachment: Proposal F - Arbuckle Map Layout (map2021071251101) (8065 : Adoption of an Ordinance Establishing New Supervisorial District Boundaries)

District	Total Population	Voting Age Population	Latino Voting Age Population (%)	White Voting Age Population (%)	Black/African American Voting Age Population (%)	American Indian/Alaska Native Voting Age Population (%)	Asian Voting Age Population (%)	Native Hawaiian/Other Pacific Islander Voting Age Population (%)
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District 2
District 3
District 4
District 5

County of Colusa
Department of Public Works

Proposal F:
Detailed City of Colusa
2020 Redistricting Map

0 ¼ ½ Mile

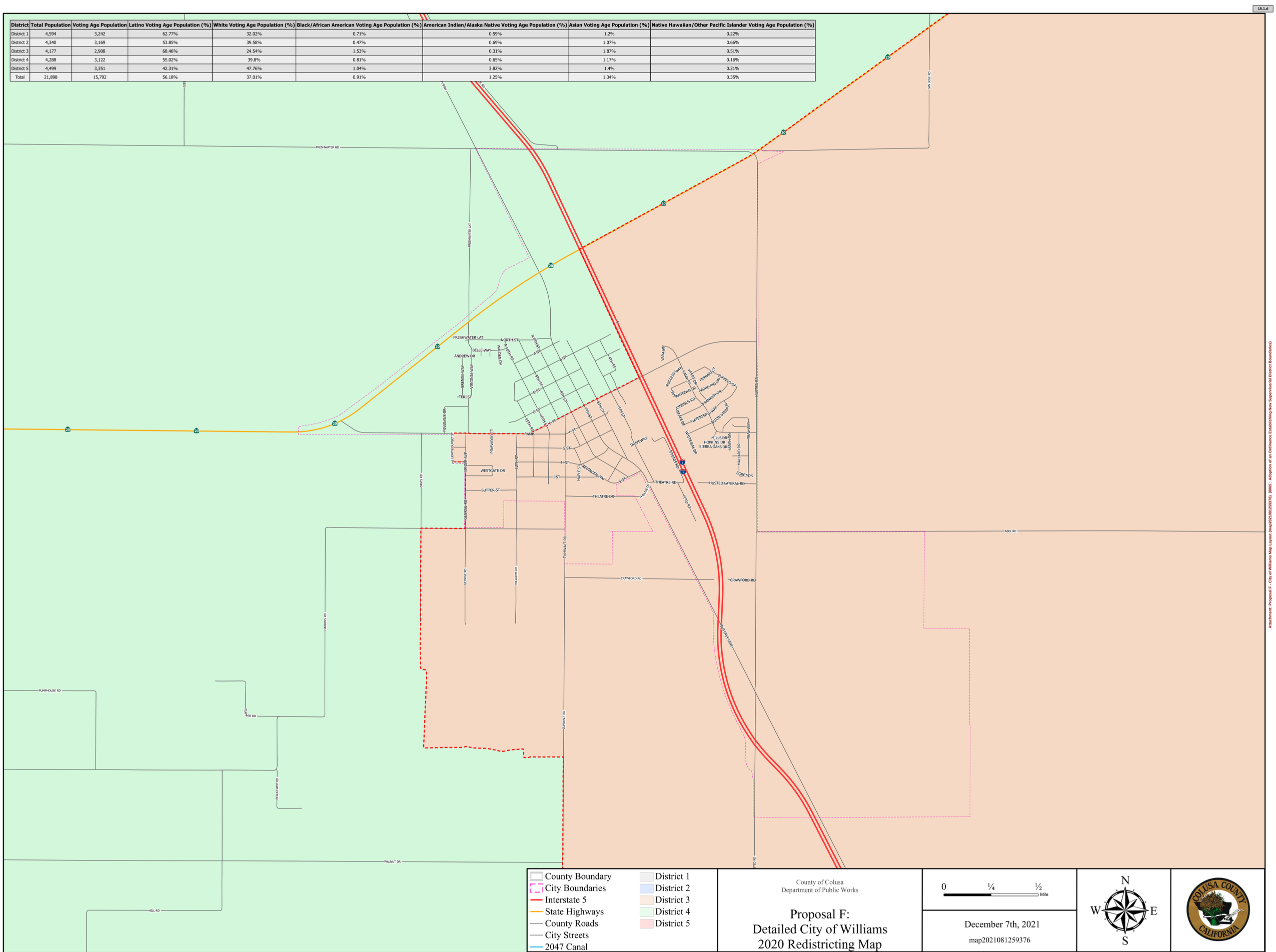
December 7th, 2021

map2021071270868

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Attachment: Proposal F - City of Colusa Map Layout (map2021071270868) (8065 : Adoption of an Ordinance Establishing New Supervisorial District Boundaries)

District	Total Population	Voting Age Population	Latino Voting Age Population (%)	White Voting Age Population (%)	Black/African American Voting Age Population (%)	American Indian/Alaska Native Voting Age Population (%)	Asian Voting Age Population (%)	Native Hawaiian/Other Pacific Islander Voting Age Population (%)
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County Boundary
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District 1
District 2
District 3
District 4
District 5

County of Colusa
Department of Public Works

Proposal F:
Detailed City of Williams
2020 Redistricting Map

0 ¼ ½ Mile

December 7th, 2021

map2021081259376

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COLUSA COUNTY CALIFORNIA

Attachment: Proposal F - City of Williams Map Layout (map2021081259376) (8065 : Adoption of an Ordinance Establishing New Supervisorial District Boundaries)

District	Total Population	Voting Age Population	Latino Voting Age Population (%)	White Voting Age Population (%)	Black/African American Voting Age Population (%)	American Indian/Alaska Native Voting Age Population (%)	Asian Voting Age Population (%)	Native Hawaiian/Other Pacific Islander Voting Age Population (%)
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City of Colusa

City of Williams

Arbuckle

County Boundary
City Boundaries
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City Streets
2047 Canal

District 1
District 2
District 3
District 4
District 5

County of Colusa
Department of Public Works

Proposal F
2020 Redistricting Map

0 1 2 3 4 Miles

December 7th, 2021

map202107125761

N W E S

Attachment: Proposal F Map Layout (map202107125761) (6065 : Adoption of an Ordinance Establishing New Supervisorial District Boundaries)

LEGAL NOTICE

COUNTY OF COLUSA

NOTICE OF POTENTIAL ORDINANCE PASSAGE

NOTICE IS HEREBY GIVEN THAT at a regular meeting of the Colusa County Board of Supervisors on December 14, 2021, at 11:00 a.m. in the Board Chambers located at 546 Jay Street, Suite 108, Colusa, CA, the Board will consider passage of a proposed Ordinance as follows:

ORDINANCE SUMMARY

The proposed Ordinance of the Board of Supervisors will Establish the New Boundaries of the Five Supervisorial Districts of the County of Colusa and Amend Chapter 2, Article X, of the Colusa County Code.

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@countyofcolusa.com. All persons are invited to attend and be heard.

Dated: November 29, 2021

/s/ Patricia Rodriguez, Deputy Clerk

12/02/2021 - CCPR #2021-5251

Attachment: Proof of Affidavit (8065 : Adoption of an Ordinance Establishing New Supervisorial District Boundaries)